

LETTER OF INDEMNITY

[Date]

TO: [Name of Vessel Operator / Slot Provider]

VESSEL & VOYAGE: [Name of Vessel & Voyage]

POL / POD: [Port of Loading / Port of Discharge as per Bill of Lading]

CARGO DESCRIPTION: [Brief description of the cargo]

TYPE OF CONTAINER(S): [Dry / Flat Rack / DG / Flexi / Skin / Reefer (Temp If Reefer based on Declaration in Manifest)/ other]

CONTAINER(S) NO.: [Container numbers, date, and place of loading]

We, [Name of the Requesting Party], as the responsible party for the above-mentioned cargo, hereby request that you accept and transport the specified container(s) on the stated vessel and voyage. In consideration of your compliance with this request, we unconditionally and irrevocably undertake the following obligations.

1. General Indemnity & Limited Liability

- You (including vessel owners, operators, agents, and affiliates) shall bear no liability for any loss, damage, delay, claim, fine, or expense arising from the carriage of the cargo. We shall fully indemnify and hold you harmless against all such liabilities, including legal costs.
- Containers comply with the Container Safety Convention (CSC) and ISO standards, with a minimum validity of three (3) months upon delivery.
- We shall strictly adhere to all international safety, customs, and cargo packing regulations, including IMO, ILO, and UNECE standards, and provide all necessary documentation.
- We confirm that the cargo is fully insured by a reputable insurer, covering all damages, losses, and liabilities incurred during transport.
- We accept full responsibility for any pollution, contamination, or spillage caused by our cargo and will bear all associated costs including cleanup, disposal, and third-party claims.

2. Cargo Handling, Securing & Vessel Protection

- We accept full liability for any damage, delays, or additional costs resulting from improper handling, storage, or transport of our cargo, including damage to the vessel, equipment, port facilities, and third-party property.
- If additional securing, lashing, welding, or modifications are required, all associated costs for materials, labor, and delays shall be borne by us.
- If our cargo results in the vessel's detention, arrest, or legal claims, we shall provide immediate security or bail to release the vessel and compensate all financial losses incurred.
- We assume full responsibility for any injuries, health hazards, or fatalities caused by the loading, transportation, or discharge of our cargo, whether to crew, port workers, or third parties.

3. Special Conditions for Hazardous & Perishable Cargo

- ****Hazardous Cargo:**** If transporting dangerous goods, we confirm that all applicable IMDG Code regulations are followed, including proper labeling, stowage, and emergency handling procedures.
- ****Perishable Cargo:**** For temperature-sensitive goods, we acknowledge that you are not responsible for any loss resulting from temperature fluctuations, reefer unit malfunctions, or improper settings made by the shipper.
- Should any container leak, contaminate, or pose a risk to the vessel, cargo, crew, or port facilities, you reserve the right to discharge, reject, or destroy the cargo at any port without compensation to us. We shall bear all associated costs.
- We acknowledge that you are not responsible for reefer or tank container malfunctions. Any required repairs or losses arising from technical faults are at our sole expense.
- If an emergency requires the immediate discharge or removal of a defective container, we shall be liable for all related costs, including re-stowage, transshipment, customs clearance, and disposal.

4. Financial Responsibility & Payment Terms

- All expenses, damages, or claims resulting from our cargo shall be settled within seven (7) days of invoice issuance.
- Failure to settle payments within the agreed period shall result in interest charges at [1%] per day, and you reserve the right to withhold further shipments until full payment is received.
- We confirm that our insurance policy explicitly covers all liabilities, damages, and claims related to transport as per this Letter of Indemnity.
- If additional financial security or a bank guarantee is required due to increased risk exposure, we shall provide such security upon request.
- You reserve the right to refuse shipment if adequate financial coverage and security are not in place.

5. Governing Law, Jurisdiction & Dispute Resolution

- This Letter of Indemnity shall be governed by and construed in accordance with ****UAE law****.
- Any disputes arising under or in connection with this indemnity shall be resolved exclusively by the ****courts of UAE****.
- In the event of a dispute, parties shall first attempt to resolve matters through mediation before resorting to litigation.
- We waive any right to claim immunity from legal proceedings, enforcement, or execution of this indemnity.

6. Acknowledgment & Binding Nature

We acknowledge that this indemnity is legally binding on us, our affiliates, successors, and assigns. Our liability under this indemnity remains in force regardless of any contractual dispute, changes in ownership, or financial circumstances.

Yours faithfully,

[Name of the Carrier]

Authorized Signatory (Company Stamp & Signature)