

LETTER OF INDEMNITY FOR NON-SURRENDER OF BILL OF LADING

1. Shipper (Name and Address)	7. Name and Address of Bank United Overseas Bank (Malaysia) Bhd [199301017069 (271809K)] Branch		
2. Consignee (Name and Address)	8. Bill of Lading No.		
	9. Place and Date of Issue		
3. Name and Address of Notify Party (if any)	10. Place of Receipt (applicable for Combined Transport Bill of Lading)		
4. Name of Vessel and Voyage No.	11. Place of Delivery (applicable for Combined Transport Bill of Lading)		
5. Port of Loading			
6. Port of Discharge			
12. Marks and Numbers: Container Number.	13. Number and kind of Packages: Description of Goods	14. Gross Wt.	15. Measurement
16. (ABOVE PARTICULARS AS CONTAINED IN THE ORIGINAL BILL OF LADING) To: The Owners/Disponent Owners of S.S./M.V. The above goods were shipped on the above vessel by Messrs. (and consigned to us) * but the relevant bills of lading have not yet arrived. We request you to deliver such goods to (us)* without production of the bills of lading. In consideration of your complying with this request we hereby agree to be bound by the terms and conditions printed at the bottom of this document. * Delete if inapplicable We join in the above indemnity			
17. Bank Reference No.	21. Signatory's Company		
18. Name of Bank Signatory	22. Name of Signatory		
19. Date	23. Date		
20. Signature	24. Signature		
<p>Terms and Conditions</p> <p>1) To the extent permitted by law and unless it is due to your wilful misconduct or gross negligence, we undertake and agree to indemnify you against all consequences and/or liabilities of any kind whatsoever arising from or relating to the above delivery, and within [14 working] days upon receipt of your written demand make payments to you for any payments made by you in respect of such consequences and/or liabilities, by reason of the delivery.</p> <p>2) We further undertake and agree upon demand to pay any freight and/or general average and/or charges due on the above goods and it is hereby expressly agreed and understood that all liens shall subsist and be unaffected by the terms in this Indemnity.</p> <p>3) We further undertake and agree that upon the bill(s) of lading being received by us we will deliver the same to you duly endorsed.</p> <p>4) This Indemnity shall be governed by the law of Malaysia.</p>			