

# INDEMNITY AND GUARANTEE LETTER FOR SOC SHIPMENT (SOC 保函)

TO: SITC CONTAINER LINES CO.,LTD  
AND/OR AGENTS AND/OR OWNER OF THE VESSEL  
致: 新海丰集装箱运输有限公司和/或其代理和/或船舶所有人

M.V.(船名): \_\_\_\_\_ Voy(航次): \_\_\_\_\_  
B/L(提单号): \_\_\_\_\_ POL/POD(装货港/卸货港): \_\_\_\_\_  
Container No.(箱号): \_\_\_\_\_ Cargo Name(货名): \_\_\_\_\_  
Setting Temp.(设定温度): \_\_\_\_\_ Temp at Present(实际货物温度): \_\_\_\_\_  
Container and Seal No. \_\_\_\_\_ (箱封号)

We entrust the shipment of the aforesaid cargo by your good company, and we undertake and guarantee that: (我司委托贵司承运上述提单项的货物并承担保证:)

- To provide whole set of booking documents upon your request and guarantee the veracity/accuracy of the relevant documents and all information including and not limited to cargo description and weight. Setting temperature is clearly indicated for reefer containers. To indemnify and hold you or any of your servants or agents harmless in respect of any liability, loss or damages of whatsoever nature and howsoever arising from the false or inaccurate information provided by us.**(根据贵司要求提供全套订舱单据, 保证相关文件和数据, 包括但不限于对货物物品名、性质及重量申报的准确性, 冷藏箱需明确标示应设定的温度, 因我方提供数据错误导致贵司以及贵司的代理人、雇佣人、保险人遭受的任何损失或产生的任何责任, 我方应承担全部赔偿责任)
- To carry the cargo/container to the terminal front with your requested time and location for the sake of shipment. We undertake all the work and take all the responsibilities until the cargo/container is alongside vessel, the work includes, but not limited to, PTI, container washing, pre-cooling, customs clearance, inspection and terminal entrance ensuring weight of containers is appropriate for shipment. To carry out all the relevant procedures timely with port authority, customs, quarantine and inspection bureau. To indemnify and hold you or any of your servants or agents harmless in respect of any liability, loss or damages of whatsoever nature arising from our delayed performance, incorrect or incomplete statements.**(按照贵司指定的时间和地点, 将货物运至约定的装货港码头前, 以便贵司安排运输; 我司承担货物交到贵司船边的所有工作及风险责任, 包括但不限于 PTI (冷藏箱)、洗箱、预冷、报关、报验、入港等工作并确保货物不得超重; 及时向港口、海关、检疫、检验和其他主管机关办理各项手续, 因各项手续办理不及时或不完备或不正确给贵司、贵司代理人或贵司雇佣人造成损失的应承担全部赔偿责任)
- To guarantee the container supplied is cargo worthy, not overweight and with effective certificate and reefer container is kept at the pre-set temperature during shipment. To indemnify and hold you or any of your servants or agents harmless against any liability, cargo damage or discrepancy arising from the natural feature of the cargo, weight of the container, improper stowage inside the container or defect of the container itself.**(保证提供的集装箱适货, 备有有效证书并不得超重, 冷藏箱保证在运输过程中保持约定的温度; 并提供集装箱适货的有效证书。我司承担因为货物自然属性、箱内货物积载不当、货柜超重或集装箱本身缺陷原因导致的任何责任、货损、不符及对贵司、贵司的代理人、雇佣人造成的任何责任、损失和费用)。
- To undertake to issue original bill of lading to the shipper. We will be booking shipper and we (or our agents) will be consignee to you. We will be responsible for the return of empty container and clearing all customs, port formalities, etc. We will pay the ocean freight to your good company promptly and without deduction.**(我司负责签发自己的正本提单给实际托运人, 贵司接受的订舱托运人为我司, 收货人为我司或我司代理; 集装箱由我司负责自己运回, 空箱回口岸后的报关、港口手续等所有费用由我司自己负责; 我司保证按贵司要求按时足额向贵司支付运费)。
- In the event of damage, as a result of the SOC container either at the load or discharge port or during transit, we will fully indemnify you and hold you, your agent or your servant harmless against all claims, liabilities, damages and expenses of whatsoever nature and howsoever arising.**(由于我司自备箱所导致的任何损失(包括货物及箱体本身的损失), 不管在始发港或者目的港或者转运期间发生, 我司保证承担对贵司、贵司的代理人或者雇佣人造成的任何索赔、责任、损失和费用, 不论何种性质也不论如何引起)。
- To notify your good company with the special requirements and preventive measures which you should be aware of regarding to reefer cargo, living creatures and dangerous cargo. We indemnify and hold you or any of your servants or agents harmless in respect of any liability, loss, damages, or expenses of whatsoever nature and howsoever arising due to, but not limited to, our delayed notification or incorrect notification and to the carriage of reefer cargo, living creatures and/or dangerous cargo. Your good company has the right to reject any cargo deemed dangerous and/or unlawful.**(我司保证书面通知贵司针对于托运冷藏货物、活动物、危险货物等有特殊运输要求的货物的注意事项及采取的预防措施, 不论何种性质也不论何种原因, 包括但不限于因我司通知不及时或通知错误引起, 以及因为托运冷藏货物、活动物、和/或危险货物导致贵司、贵司代理人或者贵司雇佣人的任何责任、损失和费用, 我司承担全部赔偿责任。贵司有权拒绝运输危险货物, 以及非法货物)。
- We undertake to pick up cargo soon after its arrival at the destination port and bear all storage charges, taxes, dues, and container demurrage as per your tariff, arising from the aforesaid cargo at the destination port. We will be liable for the losses caused to you due to our(or our agents) late pick-up. Your good company have full authority, but under no obligation, to deal with the cargo in any way you see fit including but not limited to selling the same, provided non-pick-up over two month, with all expenses, costs, taxes, risk, and responsibilities of whatsoever nature on our side.**(我司保证货物到达后及时在卸货港提货, 并按照贵司费率表标准向贵司支付超期堆存费及其他所有税费, 集装箱超期使用费, 承担因我司或我司代理不提货给贵司造成的损失, 如果超过2个月还未提货, 贵司有权但是没有义务以贵司认为合理的方式自行处理, 包括但不限于出售货物, 产生的所有费用和 risk 不论何种性质由我司承担)。
- To indemnify you and to pay all freights and relating charges, taxes, dues, imports, thus occurred according to your request and undertake not to deduct any freights or relating charges because of the discrepancy over cargo damages.**(我司保证按照贵司要求按时支付运费及由此产生的相关费用、税费、进口费用等, 保证不因货损纠纷克扣应支付贵司的运费和其他费用)。
- The Requestor's liability under the Letter of Indemnity is for an initial thirty six months from the cargo delivery, but which is automatically renewable from time to time for further periods of two years at the request of you.**(我公司在本保函下的初步保证责任是自货物交付日起36个月, 但是这个初步保证期将根据贵司的要求多次自动延长, 每次延长两年)。
- The indemnity shall be governed by and construed in accordance with Chinese law. All disputes arising under and in connection with this indemnity shall be determined by ShangHai Maritime Court or QingDao Maritime Court of China**(本保函适用中国法律, 按照中国法律解释。本保函项下产生的所有争议都提交中国上海海事法院或者青岛海事法院审理。)

我司特向贵司提供以下联系办法: 公司名称 \_\_\_\_\_ 负责人 \_\_\_\_\_  
公司地址 \_\_\_\_\_ 联系电话 \_\_\_\_\_  
联系传真 \_\_\_\_\_  
PIC: \_\_\_\_\_ Address: \_\_\_\_\_  
TEL: \_\_\_\_\_ FAX: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signature of Authorised signatory & company chop  
(授权代表人签名 & 公司签章)

Requestor: