

LETTER OF INDEMNITY FOR THE CARRIAGE OF DANGEROUS GOODS

TO: SITC CONTAINER LINES COMPANY LIMITED

1. Vessel/Voyage:
2. Booking No./ B/L No.:
3. Container No.:
4. Port of Loading/Port of Discharging:
5. Cargo chemical name and UN NO.:
6. Shipper:
7. Freight forwarder:
8. Consignee:
9. Validity:

We, [*please fill in the specific name of the corporation*] entrust you to carry the above goods, we undertake and guarantee that:

1. The quality of the goods delivered by us for carriage is qualified, and it meets the requirements of IMDG Code and laws and regulations of relevant countries and ports.
2. We will strictly follow the laws and regulations of the country where the loading and discharging ports and transit ports are located and your company's requirements for truthful application and declaration of dangerous goods. In the event of misconduct of concealment, misrepresentation, omission and other form of misconduct that cause damage to your company (including but not limited to ships, containers, equipment, crews, agents, employees, assistants, etc.) or any third-party damage, we will bear all liabilities and compensate corresponding expenses and losses. Upon your request, we will provide the cash security for the amount as your requested immediately. Also, we voluntarily pay your company an additional liquidated damages of USD 50,000/unit for concealment, misrepresentation, omission of dangerous goods. If the liquidated damages is not enough to cover the losses, our company agrees to continue to assume the liabilities for compensation. Meanwhile, we warrant to make all compensation within 30 days after receiving the bill of losses and expenses of your company.
3. We will do the packaging, stuffing, reinforcement of goods well, mark and label correctly and declare truthfully and completely in strict accordance with the IMDG Code and laws and regulations of the countries where the loading and discharging ports and transit ports are located. According to laws and regulations, personnel and institutions with professional qualifications will be selected to carry out the stuffing, storage and road transportation of dangerous goods.
4. We ensure that the quality of the dangerous goods is qualified, and the packaging, reinforcement and packing techniques are good, and there is no illegal storage and transportation. If our consignment of dangerous goods causes

damage to your company (including but not limited to vessels, containers, equipment, crew, agents, employees, and staff personnel, etc.) or any third party in transit, unless we can provide sufficient evidences to prove that the goods are of good quality, and the packaging, reinforcement and loading process is good without any violation of laws and regulations and the requirement of your company, we shall bear all liabilities and compensate for the corresponding expenses and losses.

5. If any accidents (including explosion, fire, smoke, leakage, pollution, etc.) occur in the course of transportation, our company will immediately make all-round solutions and measures related to the goods under any condition, after receiving the notification of the carrier, including but not limited to assigning professional personnel and facilities to the scene for disposal until the dangerous situation disappears. We agree that the carrier may, at his own discretion, take the following risk mitigation measures, including but not limited to terminate the carriage and/or return or transship or abandon or destruct the goods involved or render them harmless or hand over them to the relevant authorities or third parties for disposal. We shall indemnify the carrier for the expenses and losses and all liabilities to the third party incurred thereby. The relevant freight is not refundable.

6. In the course of transportation, if the carrier believes that the cargo condition is or potentially is dangerous, may cause accident, in the light of the circumstances, it may take the following measures at its own discretion to relieve the risks, including but not limited to terminate the carriage and/or return or transship or abandon or destruct the goods involved or render them harmless or hand over them to the relevant authorities or third parties for disposal. We shall indemnify the carrier for the expenses and losses and liabilities to the third party incurred thereby. The relevant freight is not refundable.

7. We confirm that the consignee at the port of destination is capable of handling the customs clearance of the dangerous goods. If the consignee at the port of destination does not have the ability to clear customs, or the consignee is unwilling to pick up the goods, we shall bear all related expenses and responsibilities (including those incurred at the discharging port).

8. The freight forwarder and shipper shall bear the liabilities jointly and severally.

9. This Letter of Indemnity shall be governed by the laws of the People's Republic of China. Any disputes under this letter of indemnity shall be submitted to a competent maritime court in China.

Shipper:
[please fill in the specific name of the corporation]
(Seal)

Freight forwarder:
[please fill in the specific name of the corporation]
(Seal)

Date
24-hour emergency contact:
Contact Number:

Date
24-hour emergency contact:
Contact Number: