

**LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR ACCEPTING BOOKING TO LUANDA AND ALLOWING MERCHANT HAULAGE OF LINE'S OWNED CONTAINERS FROM PORT OF LUANDA TO CONGO D.R.C.**

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To : Hapag-Lloyd (China) Shipping Ltd. [insert date]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Booking : [insert identification number, date and place of issue]

The above cargo is intended to be shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of LUANDA, but we, [insert name of requesting party], hereby request you to take the containers out of Luanda city limits, and under Merchant Haulage to Congo D.R.C.

In consideration of your complying with our above request, we hereby agree as follows :-

1. All costs, risk and liability of the Carrier ceases on discharge from the above mentioned vessel at the port of Luanda.
2. We, the Merchant assume all costs, risks and liabilities from time of discharge at Luanda upto and including empty redelivery of the Line's Containers in a depot designated by the Line's agents.
3. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage, delay or expense of whatsoever nature which you may sustain by reason of the requested Merchant Haulage.
4. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the requested Merchant Haulage as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
5. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with German law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the District Court of Hamburg.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor

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Signature