

INDEMNITY & BANK GUARANTY
FOR DELIVERY OF CARGO WITHOUT BILL OF LADING

To : SKH SHIPPING LTD.
OWNERS, CHARTERS AND/OR AGENTS OF THE
s,s/m.v. _____ Voyage _____ B/L No.: _____
Shipper _____
Consignee _____
Port of Loading _____ Port of Discharge _____ ETA _____
Description of Goods _____

In consideration of your releasing for delivery to us or to our order the above-mentioned goods of which we claim to be the rightful owners, without production of the relevant bill(s) of lading (not as yet in our possession):

We hereby undertake and agree to indemnify you fully against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said delivery, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities, including costs as between solicitor and client and all or any sums demanded by you for the defense of any proceedings brought against you by reason of the delivery aforesaid.

And we further undertake and agree that our liabilities and that of the Bankers joining herein shall not in any way whatsoever be limited reduced or affected by reason of the goods aforesaid being consigned to or to the order of any bank, corporation, firm or person whatsoever other than the said Bankers joining herein whether or not the consignment thereof to such other bank, corporation, firm or person was known to us or to the said Bankers joining herein at the time of the signature hereof.

And we further undertake and agree that in case the vessel or any property belonging to you should be arrested for any claim in connection with the delivery of the goods in question to us, we will immediately on demand provide bail to get the vessel or other arrested property released and to indemnify you for any loss and expenses caused you by the arrest whether same is justified or not.

And we further undertake and agree that no statement relating to the contents, quality and/or value of the goods inserted herein shall limit in any way our liability or that of the bankers hereunder.

And we further undertake and agree upon demand to pay any freight and /or general Average and/or charges due on the goods aforesaid (it being expressly agreed and understood and understood that all liens shall subsist and unaffected by the terms hereof).

And we further undertake and agree that immediately the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed.

INDEMNITIES WITH LIMITED GUARANTEES OR BEARING ANY QUALIFYING REMARKS WHATSOEVER CANNOT BE ACCEPTED.

Date:

Consignee (Authorized signature & chop)

at _____
Banker (Authorized signature & chop)

WE JOIN IN THE ABOVE INDEMNITY AND HEREBY JOINTLY AND SEVERALLY GUARANTEE DUE PERFORMANCE OF THE ABOVE CONTRACT AND ACCEPT ALL THE LIABILITIES EXPRESSED THEREIN.

**GUARANTEE FOR IMPORT FULL CONTAINER TO BE DELIVERED
UNDER MERCHANT HAULAGE ARRANGEMENT**

TO : SKH SHIPPING LTD
5/F, Tung Hip Commercial Building, 244-252 Des Voeux Road Central, Hong Kong.
TEL : 2369 7226 FAX : 2367 6356

Consignee : _____
Vessel/Voyage : _____ B/L No. : _____
No of container : _____ x 20' and _____ x 40'
Container Numbers : _____

In Consideration of your company granting us permission to transport the subject container(s) by our contracted haulier as per our request, we hereby confirm to comply with the following terms and conditions : -

(1) We agree to return the above container(s) to your assigned depot within the next calendar days after taking delivery of the captioned laden container(s) for stripping.

(2) Should the container(s) be failed to return to your assigned depot within the free time mentioned in point (1), we undertake to pay on demand the container detention charges according to the carrier's tariff rates applicable at time of container's pick-up from the terminal/depot unto container's return to the carrier's assigned depot. The current tariff rates of equipment detention charges by service wise are as bellows: -

HKD200.00/20'/day and HKD400.00/40'/day

Remark : the above rates are subject to change with or without notice.

(3) We are responsible for the full replacement cost as bellows plus the equipment detention charge incurred/to be incurred, should the container(s) in question be declared, should the container(s) in question be declared loss or damage beyond repair.

--Dry container : USD4, 000.00 per 20' and USD6, 000.00per 40'
--High cube container : USD7, 000.00 per 40'HQ

(4) We agree to take full responsibility for all repairing costs and cleaning charge in respect of any damages caused to container(s) whilst they are under our under our custody. All relevant charges incurred will be settled by us upon your demand.

Date : -----

Consignee (with company chop)
Name of Signatory:
Designation: