LETTER OF INDEMNITY AND BANK GUARANTEE

(Undertaking for delivery of cargo without surrender of original bills of lading)

To: _____

Name of Vessel	Voyage No.	Bill of Lading No. and Date

Shipper _____

Consignee _____

Port of Loading	Port of Discharge	Place of Delivery

CIF Invoice Value of Goods: _____

Description of Goods _____

_____

We desire and request that the above-described shipment be delivered to the undersigned Indemnitor or to its order, without surrender of the relevant bill(s) of lading due to the non-arrival, or loss thereof.

In consideration of your making such delivery, we each hereby represent and warrant, with the knowledge and intention that such delivery be made in reliance thereon, that (a) the undersigned Indemnitor is entitled to the possession of the goods and delivery thereof and no other person, firm or corporation is so entitled, (b) we have a financial interest in having the a. m. shipment delivered as requested, and (c) we have full power and authority to make and issue this Untertaking, have duly authorized the persons executing the same on our behalf to execute and deliver it to you and the bank signatory hereto is not prohibited by law, by its articles or certificate of incorporation, or otherwise, from making and issuing the same.

Further, to induce you to deliver said goods, and in consideration thereof, we hereby jointly and severally undertake and agree as follows:

1. To use our best efforts to locate and produce said bill(s) of lading and thereupon promptly to deliver and surrender the same to you; and

2. to pay you on demand all freight, general average and/or other charges due on the above-described shipment without prejudice to or release of any liens thereon by virtue of this Undertaking or of such delivery; and

3. to indemnify and hold you, the vessel, her owners, charterers, operators, master and agents harmless from all demands, claims, liabilities, actions and expenses, including legal expenses and attorney's fees, which may grow out or be connected with such delivery, and to pay all losses and expenses, including legal expenses and attorney's fees, which may result from any breach of representation, warranty or agreement herein contained; and

4. promptly on your demand, to enter our general appearance in any suit filed by, or by another against you or any party protected by this Undertaking as a result of or pertaining to the delivery of the goods herein requested, hereby waiving any objection to the jurisdiction or venue of the court in which such suit is filed, and to defend, at our expense, all such suits filed by another; and

5. that the statements herein relating to the contents, quality, weight, number, marks and/or value of the goods and representations made by us to you and shall in no way limit our liability hereunder;

6. provided that the liability of the undersigned bank hereunder covers 200 percent of the above inserted CIF INVOICE VALUE for a period of 30 months beyond date of issue of underlying Bill of Lading.

Executed this ..... day of ..... 20....., at .....

Bank	Indemnitor
By _____	By _____
Authorized Signature	Authorized Signature