

**LETTER OF INDEMNITY**  
(Undertaking for issuance of a switch bill of lading)

To: Hapag-Lloyd AG  
The Carrier

HAPAG-LLOYD (TAIWAN) LTD 11F,285,CHUNG HSIAO EAST ROAD,SEC.4 TAIPEI 106, TAIWAN

Dear Sirs,  
FIRST SET OF ORIGINAL BILL OF LADING:

Vessel

Shipper

Consignee

Voyage

Cargo

Bill of Lading

We represent and warrant that we are entitled to the possession of the Goods and delivery thereof and no other person, firm or cooperation is so entitled.

The above Cargo was shipped on the above Vessel by \_\_\_\_\_ and consigned to \_\_\_\_\_

\_\_\_\_\_ under Bill of Lading No. \_\_\_\_\_, and dated \_\_\_\_\_

We hereby request you to exchange the First Set of Original Bills of Lading against another set of \_\_\_\_\_

\_\_\_\_\_, showing \_\_\_\_\_ as Shipper and consigned to \_\_\_\_\_

The Notify Party will be \_\_\_\_\_

1. To indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of switching the above mentioned Bills of Lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the switching of the Bills of Lading as aforesaid, to provide you or them promptly on demand with sufficient funds to defend the same.
3. If, in connection with the switching of the Bills of Lading as aforesaid, the Vessel, or any other vessel 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 vessel's registry or otherwise howsoever), to provide promptly on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property or to remove such interference and to indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, 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.
4. To surrender the Full First set of Original Bills of Lading to you.
5. 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.
6. To release, exonerate and discharge you, your servants and agents of any responsibility or liability whatsoever for the consequences of any disclosure to any third party of the details of the original Shipper under the First Set of Bills of Lading.
7. In addition to all the obligations under this Letter of Indemnity we herewith confirm and accept to be bound by the Bill of Lading conditions of the Bill of Lading issued. This Letter of Indemnity shall be governed by and construed in accordance with German law and we submit to the jurisdiction of the Hamburg courts which is exclusive safe for Hapag-Lloyd deciding in its sole discretion to instigate proceedings against us before another court which is competent pursuant to the laws applicable before such court.

Yours faithfully  
For and on behalf of the Requestor (shipper or consignee)

Company Stamp of the Requestor

.....  
Signature

Re : Switch Bill of Lading Request

Date : To whom it may concern, please find following our request to switch the Bill of Lading for the following shipment:

Company name	
Company representative	
Contact e-mail address	
Contact phone no.	
Customer reference	

Switch Bill of Lading Details	
Original Bill of Lading No.	

Detail to Change		
Detail	Current Detail	New Detail
Bill of Lading type	ORIGINAL	
Shipper		
Consignee		
Notify Party		
Bill of Lading text refer n.b.1		

Payment terms ( please specify which party is responsible )		
Payment Terms refer n.b. 2	Basic freight + charges	
	Origin Surcharges	
	Destination Charges	

Other Remarks / Requirements	
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- n.b. 1 : Only the amendment of sales and / or letter of credit ref. numbers is possible.
- n.b. 2 : Payment terms only able to be changed once payment of all outstanding charges has been made with submission of OBL.

Attached : Letter of indemnity

For clarification on the above, please call or e-mail the company representative listed.

For and on behalf of the Requestor (shipper or consignee)

Company Stamp of the Requestor

-----  
Signature

( Your Company Letterhead 輸入換單公司信紙抬頭 包含 公司 英文名稱&地址+ 電話 )

Re : Switch Bill of Lading Request

Date : 換單日期

To whom it may concern, please find following our request to switch the Bill of Lading for the following shipment:

Company name	<u>換單公司名稱</u>
Company representative	<u>換單人</u>
Contact e-mail address	<u>換單人 EMAIL</u>
Contact phone no.	<u>換單人電話</u>
Customer reference	

Switch Bill of Lading Details	
Original Bill of Lading No.	<u>提單號碼</u>

Detail to Change		
Detail	Current Detail	New Detail
Bill of Lading type	ORIGINAL	<u>換單後提單類型 : ORIGINAL / SWB</u>
Shipper	<u>一程單 SHIPPER</u>	<u>二程單 SHIPPER</u>
Consignee	<u>一程單 CONSIGNEE</u>	<u>二程單 CONSIGNEE</u>
Notify Party	<u>一程單 NOTIFY</u>	<u>二程單 NOTIFY</u>
Bill of Lading text refer n.b. 1	<u>如果有信用狀 號碼要修改 此欄位填寫舊 L/C 號碼, 無須更改則空白</u>	<u>新 L/C 號碼, 無須更改則空白</u>

Payment terms ( please specify which party is responsible )		
Payment Terms refer n.b. 2	Basic freight + charges	
	Origin Surcharges	
	Destination Charges	

Other Remarks / Requirements	
------------------------------	--

- n.b. 1 : Only the amendment of sales and / or letter of credit ref. numbers is possible.
- n.b. 2 : Payment terms only able to be changed once payment of all outstanding charges has been made with submission of OBL.

Attached : Letter of indemnity

For clarification on the above, please call or e-mail the company representative listed.

For and on behalf of the Requestor (shipper or consignee)

Company Stamp of the Requestor

*[insert name and full address of shipper or consignee]*

換單公司大小章

換單公司名稱+地址(符合一程提單資訊)

.....

Signature

*[Print Name of duly authorized representative signing for the Requestor]*

換單公司主管名字+簽名

**LETTER OF INDEMNITY**  
(Undertaking for issuance of a switch bill of lading)

To: Hapag-Lloyd AG

[insert date]輸入換單日期

HAPAG-LLOYD (TAIWAN) LTD  
11F,285,CHUNG HSIAO EAST ROAD,SEC.4 TAIPEI 106, TAIWAN

Dear Sirs,

FIRST SET OF ORIGINAL BILL OF LADING:

Vessel: [insert name of vessel] 一程單船名

Shipper: [insert name of shipper] 一程單 SHIPPER

Consignee: [insert name of consignee] 一程單 CONSIGNEE

Voyage: [insert voyage no. and load and discharge ports as stated in the Bill of Lading] 一程單航次+裝運港+卸貨港

Cargo: [insert description of Cargo] 一程單提單品名

Bill of Lading: [insert identification numbers, date and place of issue] 提單號碼+提單右下角ON BOARD DATE&發單地

We represent and warrant that we are entitled to the possession of the Goods and delivery thereof and no other person, firm or cooperation is so entitled.

The above Cargo was shipped on the above Vessel by [insert name of shipper 一程單SHIPPER] and consigned to [insert name of consignee or party to whose order the Bill of Lading is made out, as appropriate 一程單CNEE] under Bill of Lading No. [insert B/L number 提單號碼], dated [insert date of B/L 提單右下角ON BOARD DATE].

We hereby request you to exchange the First Set of Original Bills of Lading against another set of [select as appropriate Original Bills of Lading / Sea Waybills 換單後提單類型], showing [insert name of new shipper 二程單SHIPPER] as Shipper and consigned to [insert name of new consignee 二程單CNEE]. The Notify Party will be [insert name of new notify party, if applicable. 二程單NOTIFY].

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

1. To indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of-switching the above mentioned Bills of Lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the switching of the Bills of Lading as aforesaid, to provide you or them promptly on demand with sufficient funds to defend the same.
3. If, in connection with the switching of the Bills of Lading as aforesaid, the Vessel, or any other vessel 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 vessel's registry or otherwise howsoever), to provide promptly on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property or to remove such interference and to indemnify you, your servants, agents, the Vessel, her owner or (bareboat-) charterer, operator and the master, 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.
4. To surrender the Full First set of Original Bills of Lading to you.
5. 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.
6. To release, exonerate and discharge you, your servants and agents of any responsibility or liability whatsoever for the consequences of any disclosure to any third party of the details of the original Shipper under the First Set of Bills of Lading.
7. In addition to all the obligations under this Letter of Indemnity we herewith confirm and accept to be bound by the Bill of Lading conditions of the Bill of Lading issued. This Letter of Indemnity shall be governed by and construed in accordance with German law and we submit to the jurisdiction of the Hamburg courts which is exclusive safe for Hapag-Lloyd deciding in its sole discretion to instigate proceedings against us before another court which is competent pursuant to the laws applicable before such court.

Yours faithfully

For and on behalf of the Requestor (shipper or consignee)  
[insert name and full address of shipper or consignee]  
換單公司名稱+地址(符合一程提單資訊)

Company Stamp of the Requestor  
換單公司大小章

.....  
Signature  
[Print Name of duly authorized representative signing for the Requestor]  
換單公司主管名字+簽名