

LETTERHEAD SHIPPER

DATE _____

HAPAG-LLOYD MEXICO, S.A. DE C.V.
Periférico Sur. No. 4829
Col. Parques del Pedregal
México, D.F.
14010

At'n: _____

Dear Sirs,

_____ acting as **Legal Representative** of _____, a company organized and existing under the Laws of _____ and with sufficient legal authority pursuant to the By-laws and corporate documents and in relation with the transportation services of SCRAP and/or WASTE required in accordance with the Booking procedure of HAPAG-LLOYD MEXICO, S.A. de C.V., as General Shipping Agent of HAPAG-LLOYD AG., which has been duly accepted and reviewed by us, do hereby resolve the following:

That in accordance with this document, _____. expressly accepts, guarantee and certifies that has and complies with all the licenses, permits, authorizations, certifications, either administrative, environmental, fiscal and/ or commercial issued by the competent administrative and governmental authorities in the country of origin and in the country of destination for the handling, reception, warehousing, collection, depot and trading of SCRAP and/or WASTE specified in the Booking and in the Bill of Lading to be issued accordingly, we do hereby certify that such goods and authorizations comply with all the Laws, Rules, International Agreements, special and general legal statutory rules and any other legal requirement in the country of origin and destination as mentioned in said Booking and Bill of Lading.

In the case that the shipment of SCRAP and/or WASTE owned by our company might be detained, seized or, by any reason, its reception delayed or refused in the Country of Destination as mentioned in the Booking and in the Bill of Lading for reason of lack of the authorization, certification, license, permit or any breach of any law or rule either administrative, governmental, environmental or any other requirement and such represent, arise or has as a consequence any damage, demurrage, warehousing, fines, law suits or claims of any civil, commercial, labor, environmental, administrative or any other, including the reasonable legal fees, we shall assume and shall be liable and shall pay such expenses within the following five working days upon notification and shall indemnify, release and hold harmless HAPAG-LLOYD MEXICO, S.A. de C.V., its Principal, Agents, affiliates, officers and any third party in connection with such liability.

We recognize that the containers and equipment assigned in the transportation of SCRAP and/or WASTE are found in good condition, therefore, we oblige us to return them in the same state (physical and of clean) in which they were received. In the event that the containers or equipment suffer some damage or partial loss of any kind originated without limitation by the type of cargo that is transported, detention or

LETTERHEAD SHIPPER

seizure for not having the permissions or licenses of governmental authorities of any country and accidents among other causes, we oblige us integrally to cover HLM all the expenses of repair or value of reinstatement to market price of the containers and additional equipment in which we transport our goods and the equipment cleaning expenses , , procedures, storages, delays, expenses by damages to third parties and any other expense caused.

Additionally, independently that the consignee receives or not the cargo for any reason, we accept total responsibility for paying the freight, delays by late delivery of containers and equipment, storages or any other concept that originate from the transportation of the SCRAP and/or WASTE not paid by the consignee.

If our company does not pay and/or reimburse any expense or damage in the term mentioned herein, we expressly agree that we shall pay, additionally, the rate of TEN PERCENT per month of the total amount involved as interest.

Since _____ . requires the Transportation Services of HAPAG-LLOYD AG through HAPAG-LLOYD MEXICO, S.A. de C.V. (as General Shipping Agent) in a regular basis and with certain volume, this warranty shall apply to all the shipments required and performed in accordance with the Booking and with the Bill of Lading.

We do also acknowledge that acting as Shippers and/or owners of the goods, we will appoint several companies as consignees, and therefore, we shall assume all the liabilities for all and each concept herein expressed, including the reception of the goods at the Country of destination of each and all the shipments and containers.

This document represents the complete and full guarantee that it proceeds by Law, understanding that the same covers HAPAG-LLOYD MEXICO, S.A. de C.V., its Principal, Agents, affiliates, officers and any third party in connection with the mentioned liabilities and therefore, we expressly accept, recognize and guarantee any claim, damage or responsibility of any nature caused or raised in connection with the shipments and transportation services.

(NAME OF THE COMPANY)

By _____

Title _____

Adress _____