

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

To: Hapag-Lloyd AG  
The Carrier  
[insert address]

[insert date]

Dear Sirs,

FIRST SET OF ORIGINAL BILL OF LADING:

Vessel: [insert name of vessel]  
Shipper: [insert name of shipper]  
Consignee: [insert name of consignee]  
Voyage: [insert voyage no. and load and discharge ports as stated in the Bill of Lading]  
Cargo: [insert description of Cargo]  
Bill of Lading: [insert identification numbers, date and place of issue]

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] and consigned to [insert name of consignee or party to whose order the Bill of Lading is made out, as appropriate] under Bill of Lading No. [insert B/L number], dated [insert date of B/L]. 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, showing [insert name of new shipper] as Shipper and consigned to [insert name of new consignee]. The Notify Party will be [insert name of new notify party, if applicable].

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.
8. Carrier reserves a right to refuse switching BL request on its sole discretion.

Yours faithfully  
For and on behalf of the Requestor (shipper or consignee)  
[insert name and full address of shipper or consignee]

Company Stamp of the Requestor

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