

**Customer letterhead**

# LETTER OF INDEMNITY

(Undertaking for unplugging a refrigerated container upon discharge from the vessel after having been booked and operated as operating reefer-unit)

In favor of Hapag-Lloyd AG, Hamburg, Germany  
The Carrier  
c/o Hapag-Lloyd  
[local HL office full name]

DATE: \_\_\_\_\_

Dear Sirs,

Vessel: [insert name of vessel as stated in the Bill of Lading + Voyage no] \_\_\_\_\_  
Shipper: [insert name of shipper] \_\_\_\_\_  
Consignee: [insert name of consignee] \_\_\_\_\_  
Routing [insert load and discharge ports as stated in the Bill of Lading ] \_\_\_\_\_  
Cargo: [insert description of Cargo] \_\_\_\_\_  
Bill of Lading: [insert BL number, date and place of issue] \_\_\_\_\_  
Container Number [insert container number] \_\_\_\_\_

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

The above Cargo was shipped by Carrier on the above Vessel for delivery at the port of [insert name of discharge port stated in the Bill of Lading] \_\_\_\_\_ and is expected to be discharged at \_\_\_\_\_ Terminal on [date] \_\_\_\_\_.

We hereby request you to unplug the referenced reefer container upon discharge from the ship and not to re-plug the unit again at [insert name of the port] \_\_\_\_\_ Port until the time at which the consignment is delivered to the merchant.

Consequently, the Carrier does neither accept any responsibility nor liability for losses and/or damages resulting from complying with shipper's request and does neither accept any responsibility nor liability for the condition of the said cargo at outturn, and shall not accept any claim on this account.

In consideration of your complying on an exceptional basis with our above request, we hereby agree to the following indemnity (hereinafter referred to as "Indemnity"):

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 complying 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 transport of above mentioned container unit, to provide you or them promptly on demand with sufficient funds to defend the same.
3. 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.
4. In addition to all the obligations under this Letter of Indemnity, we herewith confirm and accept to be bound by the terms and conditions of the Bill of Lading or Sea Waybill 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 of shipper or consignee]

Company Stamp of the Requestor

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