

INSURERS' AVERAGE GUARANTEE

(Based on wording approved by the Association of Average Adjusters and the Institute of London Underwriters)

Note: This guarantee will be accepted provided that no additions, deletions or amendments are made to it.

To: the owners of the vessel named below and other parties to the adventure as their interests may appear.

"YANTIAN EXPRESS" Fire onboard – 3 January 2019

Port of shipment:

Port of destination/discharge:

Container number(s):

Bill of lading or waybill number(s):

Quantity and description of goods:

Insurers' reference or policy number:

Insured value:

In consideration of the delivery in due course of the goods specified below to the consignees thereof without collection of a deposit, we, the undersigned insurers, hereby undertake to pay to the shipowners or to the average adjusters, Richards Hogg Lindley, on behalf of the various parties to the adventure as their interests may appear, any contribution to general average and/or salvage and/or special charges which may hereafter be ascertained to be properly and legally due in respect of the said goods.

We agree also:

- a) to furnish to the said average adjusters at their request all information which is available to us relative to the value and condition of the said goods;
- b) to make prompt payment(s) on account of such contribution as may be properly and legally due in respect of the said goods, as soon as the same may be certified by the said average adjusters;
- c) that this agreement shall be governed by English Law and the High Court of Justice of England and Wales shall have exclusive jurisdiction over any dispute arising out of this agreement and each party shall irrevocably submit to the jurisdiction of that Court. We agree to nominate an address for service of proceedings under this guarantee in England or Wales within 7 days of a request by the shipowners or their lawyers to do so;
- d) that any period of prescription, whether provided by statute law, contract or otherwise, shall commence to run from the date upon which the general average adjustment is issued;
- e) that this guarantee is intended to create a legally binding obligation notwithstanding that it may be transmitted and stored solely in electronic form. It is hereby agreed that transmission of this guarantee to the average adjusters by email constitutes good delivery to the owners and other parties to the adventure who wish to enforce this guarantee.
- f) that the standard form of Non-Separation Agreement including the "Bigham Clause" is to apply in respect of cargo forwarded to destination in another vessel(s) (relevant wording can be found on our website).

Signature: Date:

Name of authorised signatory:

Address:

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Tel no: E-mail:

Average adjusters are: Richards Hogg Lindley

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