

Letter of Indemnity  
Release of cargo without presentation of the original bill of lading

To: Maersk A/S  
Esplanaden 50  
1263 Copenhagen K  
Denmark

c/o Maersk A/S Tokyo Branch  
Akasaka Tameike Tower 10<sup>th</sup> Floor  
2-17-7 Akasaka Minato-ku Tokyo 107-0052  
Japan

Dear Sirs,

Maersk Bill of Lading number ("the Bill of Lading"):

Vessel ("the Vessel") / Voyage indicated on the Bill of Lading:

Goods: The goods for which the Bill of Lading acknowledges receipt.

The above Goods have been carried pursuant to the Bill of Lading and we [*or name of person receiving the Goods*] are entitled to take delivery of them, but due to the current COVID-19 pandemic, it has not been possible to produce and deliver the originals of the Bills of Lading to you.

We hereby request you to deliver the Goods to us [*or name of person receiving the Goods*] without production of the Bill of Lading, subject to any rights, defences, exceptions, limitations and liberties which you may have under the Bill of Lading.

In consideration of your complying with our above request we hereby agree and undertake as follows:

1. To indemnify you and your servants, agents, officers, directors and sub-contractors against all consequences of your so doing, and to keep you harmless and indemnified against any claims, liabilities, losses, damages, charges, fines, penalties, costs and expenses (including legal fees and expenses) of whatsoever nature arising from or in connection with your delivery of the Goods as aforesaid.

2. (i) If in connection with the delivery of the Goods as aforesaid any claims are made or proceedings are commenced against you, your servants, agents, officers, directors or sub-contractors, or any of the assets described in paragraph 2 (ii), to provide you and/or them on demand from time to time with sufficient funds to defend the same.

(ii) The assets referred to in paragraphs 2(i) and 3 are: the Vessel, any vessel involved in carriage of the Goods pursuant to the Bill of Lading, any vessel or other assets belonging to you, your servants, agents or sub-contractors, or any assets in the same or associated ownership, management or control as any of the above.

3. To provide on demand such bail or other security as may be required to prevent, or procure the prompt release from, any arrest, detention or interference with the use or disposal of any assets mentioned in paragraph 2(ii), in connection with delivery of the Goods as aforesaid.

4. As soon as all original Bills of Lading for the above goods shall have arrived and/or come into our possession and as soon as possible, to produce and deliver the same to you. Our liability hereunder shall cease 30 days after such delivery, except in relation to any claims under this indemnity of which you have notified us before then.

5. This indemnity may be varied or rescinded by agreement between the parties, without the need for consent from any other person on whom it confers or purports to confer a benefit.

6. This indemnity shall be construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the exclusive jurisdiction of the High Court of Justice of England.

Signature.....

Name.....

Position.....

Date.....