STANDARD FORM OF UNDERTAKING TO BE GIVEN TO OWNERS AND/OR
THEIR AGENTS IN RETURN FOR DELIVERING CARGO WITHOUT PRODUCTION
OF THE BILLS OF LADING

TO: MAERSK TAIWAN LTD.  DATE: ________________

and/or
The Owners of the M.S. ____________________________

Arrived __________/____/200  From _______________________

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<th>B/L NO.</th>
<th>MARKS &amp; NOS.</th>
<th>NUMBER OF PACKAGES</th>
<th>DESCRIPTION</th>
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The above goods were shipped on the above vessel by Messrs. ____________________________
<and consigned to us> but the relevant Bills of Lading have not yet arrived.

We hereby request you to deliver such goods to ______________ <us> without production of the Bills of Lading.

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

1. To indemnify you and hold you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain by reason of delivering the goods to ______________ <us> in accordance with our request.
2. To pay you on demand the amount of any loss or damage which the Master and/or Agents of the Vessel or any other of your servants or agents whatsoever may incur as a result of delivering the goods as aforesaid.
3. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the goods as aforesaid, to provide you or them from time to time on demand with sufficient funds to defend the same.
4. If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide 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 and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.
5. If called upon to do so at any time while the goods are in our custody, possession or control to redeliver the same to you.
6. To produce and deliver to you the Bills of Lading for the above goods duly endorsed, as soon as these documents shall have arrived.
7. 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.
8. 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 jurisdiction of the High Court of Justice of England.

THIS LETTER OF GUARANTEE IS ONLY VALID IF CARRYING AN AUTHORIZED SIGNATURE OF MAERSK TAIWAN LTD. AS REGISTERED WITH MINISTRY OF TRANSPORTATION & COMMUNICATIONS.

Yours faithfully,
For and On behalf of

__________________________
Consignee
For and On behalf of

__________________________
Bankers