(To be drafted on Rs. 500 stamp paper & signatures of the authorized signatory to be attested by bank)

INDEMNITY BOND

To,
Maersk Line India Private Limited (As agents of Maersk A/S),

Unit no. 401 & 402, Godrej Two, Pirojsha Nagar, Eastern Express Highway, Vikhroli (East),
Bandra Suburban, Mumbai, Maharashtra – 400079

Bill Of Lading:
Container Numbers:
Vessel name:
Voyage:

RE: Indemnity for movement of containerized cargo to customer nominated container freight station (CFS Name) for delivery from BL no. XYZ'

Whereas for the purpose of destuffing the cargo we the importer/consignee M/s… wish to remove the import laden Container/s from Inland container Depot……/Nominated area……/Port premises to our factory/warehouse. We as receivers/Consignees are executing this indemnity bond in favor of **"Shipping Line Name"** to ensure safe return of the containers within stipulated period.

Now therefore in consideration of your allowing us to take container out for destuffing at our site, and also in consideration of your having executed a Bond with the Customs vide Bond No**…(Insert Bond No.)…,** to Jawaharlal Nehru Customs House, undertaking the re-export of the containers within the period stipulated by Customs, we, the undersigned hereby undertake and guarantee the following.
We, **…(Insert Consignee Name)…,** the importer agree and undertake for ourselves, our successors and assignees to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage, demands and costs of whatsoever nature whether direct or indirect which you may sustain while containers are in our custody)
This indemnity is in force in addition to standard terms and conditions of bill of lading and its contractual obligations, responsibilities and liabilities bind on merchant including shipper and consignee.

We hereby agree and confirm to abide by the following terms and conditions:

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We, the importer/consignee shall take all responsibilities and care to ensure that the container/s are handled and returned in safe, sound and seaworthy condition by all whose acts of omission and commission, the importer/consignee are solely liable.

We the importer/consignee undertake to indemnify the carrier and/or their agents above named against all damages / loss / liability/ third party liability cost or
expenditure suffered or incurred by the movement of container while in possession of the importer, including injury or death of person or loss or damage to property or other person in the process of such movement and destuffing operation.

We shall return the container in good/sound condition at the Line's nominated Empty Return Location mentioned on Delivery Order / Empty off-loading letter or any other similar document within validity period. For this purpose, survey conducted by your authorized surveyor and their reports and findings and their fees thereof shall be binding on us. For any kind of damages caused to the containers while in our possession or in the possession of any third party or agency appointed by us, other than natural wear and tear, the Repair Cost estimate or the Debit given by you in case of total loss, will be accepted as final and binding on us and paid and reimbursed by us instantly.
The importer/consignee indemnifies the carrier or the agent for any claim by you/Shipping Line and/or Customs to the extent of container value Rs. 1,03,000.00 per Twenty feet container, Rs. 2,06,000.00 per Forty feet container, Rs. 10,30,000.00 per 20' Reefer container and Rs. 20,60,000.00 for a 40' Reefer and Rs. 2,10,000.00 for any other type of container which includes Open Top/Flat Rack. In case of total loss, the applicable customs duty or any other charges for total loss container on and above the value of container payable by importer / consignee. This will also cover cases where consignee or his appointed CHA or transporter fail to return the container to the Line's nominated Empty Return Location within Delivery Order validity.
The importer shall be liable for container detention after the free days / Free time mentioned in the Service Contract or the standard free time as applicable, from the day the laden import container arrived at the Inland Container Depot / Port premises till the day the empty container/s returned back to Inland container depot / empty storage yard after factory de-stuffing, as per the applicable Line tariff at the time of discharge. The Importer shall be liable for revalidation of the return Orders from the Shipping Line when the Container is returned after the prescribed validity date.

The Importer/Consignee agrees to return the container in good order and Sound condition at the storage yard designated by **(Insert Carrier Name)** within the period of validity in the delivery order. The importer is liable to pay detention in case of any delay, then till the date, the container/s are returned to inland container depot/nominated area/empty storage yard. Further, the Importer shall be also liable towards the full applicable container costs in the event they are unable to return the empty containers for any reasons whatsoever. The Importer shall also be responsible for all levies, duty, costs, penalties imposed by the Customs due to any Container not exported out by the Carrier in accordance with the collective bond executed by them. These charges shall be paid immediately on a written request without any delay or protest whatsoever.

For any charges becoming due to you on account of damage to containers, loss, third party liability or detention on container, we authorize you to debit our account and adjust against any

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security amount or any other amount lying with you in any other capacity or imposing lien over any cargo or material in your possession belonging to us till such time the amount due to you is realized completely.

The Importer will ensure that any claims made towards outstanding detention will be paid within 60 days of claim made by the Line according to the published tariff. Similarly, any damage claims made will be settled on the next working day on provision of reports and photographs.

The importer/consignee hereby confirm that the import cargo does not contain any contraband and articles in terms of Indian Customs Regulations and that the shippers have not tampered with the cargo for the purpose of concealment of any contraband cargo and the Importer/consignee would be responsible for all costs and consequences for the same.

To the extent of the Undertaking and declarations herein and to the extent of the loss and/or damage caused arising out of breach thereof or any consequential or indirect losses/damages caused in respect or furtherance thereof and to the extent of any claims, litigations, damages, expenses and costs as suffered or may be suffered by the carrier/agents by way of non-compliance of any of the undertakings covenants herein or generally any other acts/care/cautions as should have been done and have not been done or cautions as should have been observed and has not been observed or arising out of any of our act or failure to act as a prudent person would do we, subject to the monetary limitation herein agree to indemnify and keep the carrier/agent indemnified. Disputes, if any, will be subject to jurisdiction of courts having territorial jurisdiction over your principal/registered working office.

This document and the indemnity herein is valid up to aforementioned validity date from the date of the agreement and shall be automatically extended till the date of the return of the last container to the carrier's nominated CY/ICD facility or until the date when the payment of all outstanding due is made to the .....(Insert Carrier Name)....., whichever is later.
The Signatory to this Indemnity is duly authorized by the Importers and want of authority shall not be raised as an excuse either for return of empty containers or payment of communicated outstanding amounts to the Carrier.

All costs towards the movement of the Container from the Container Terminal to the above requested Container Freight Station including transportation, storage and handling costs shall be borne by importer/consignee without any liability/costs on Shipping Line.

Executor/Executants
(Name of authorized person signing with designation, name & address of the firm)
DATED: **PLACE:**

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(Signature attestation by bank)

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