

LETTER OF INDEMNITY

To **MSC MEDITERRANEAN SHIPPING COMPANY SA** 12-14 Chemin Rieu – 1208 Geneva (Switzerland) and its affiliates, subsidiaries and agencies, collectively referred to herein as “**MSC**”

Dear Sirs,

Shipper/Consignee [please chose the relevant mention]

[Shipper or consignee's full Company Name and Address]

Vessel's name and Bill of Lading number

[As described on the face of the Shipper's Bills of Lading]

We, Messrs
Shippers/Consignee [please chose the relevant mention] on the above MSC Bill of Lading:

ACKNOWLEDGE that the cargo under the above bill of lading is a living organism and is, as such, subject to and susceptible of deterioration, disease, decay or death regardless of any default or negligence of the carrier in the performance of its service.

WARRANT that the cargo's condition and health have been properly checked and certified prior stuffing, that its holds all phytosanitary or other certificates required for such transportation and that it has been packed in a manner appropriate to ensure its optimal conditions of subsistence during and after such transportation.

IN CONSIDERATION OF WHAT AND AGAINST YOUR ACCEPTATION TO TRANSPORT THE ABOVE CARGO TO DESTINATION FOR US WE HEREBY IRREVOCABLY AGREE AND UNDERTAKE AS FOLLOWS:

Unless and until an actual mistake of MSC in the handling of our cargo, directly causative of such damage or loss, is proven, to:

1. Accept to have this cargo carried at our sole risk and expenses within the equipment and/or in the manner requested by us.
2. Waive any and all of our right of action for damages caused to or loss of the cargo as a result of our request to have this cargo carried within the equipment and/or in the manner described above.
3. Indemnify, keep indemnified and hold harmless MSC, its servants, agents and contractors in respect of any actions, demands, loss and damage (including consequential loss and damage), suits, judgments, injunctions, orders, decrees, costs (including but not limited to legal costs) or expense of whatsoever nature and death or personal injury that may arise by reason of the transportation of the above Cargo
4. In the event of any proceedings being commenced against MSC, its servants, agents or contractors in connection with the carriage of this Cargo, to provide MSC and/or them on demand with sufficient funds to defend same.

The liability of each and every person under this Indemnity shall be joint and several and shall not be conditional upon MSC proceeding first against any person, whether or not such person is party to or liable under this Indemnity.

To be printed on Shipper or Consignee's headed paper (depending on who placed the booking)

This Indemnity shall be governed by and construed in accordance with the laws of England and each and every person liable under this Indemnity shall at MSC's request submit to the jurisdiction of the Court of London, England.

Yours faithfully,
For and on behalf of

COMPANY OFFICIAL STAMP

Signature of Customer's Authorised Signatory

Full Name of Customer's Authorised Signatory _____

Title of Customer's Authorised Signatory _____