

To: MSC Mediterranean Shipping Company S.A.

12-14 Chemin Rieu – 1205 Geneva (Switzerland) and its affiliates, subsidiaries, and agencies,
Collectively referred to herein as “MSC”

This letter of Indemnity is Dated and effective from the day of [] (the “Effective Date”)

Dear Sir or Madam,

Letter of Indemnity (LOI) – Shipper Owned Container (SOC)

We, [], acting in our name and for the account of our subsidiaries and affiliates (hereinafter collectively referred to as “[]”, “we” or “us” as listed under Appendix A), request MSC Mediterranean Shipping Company S.A. , trading as “MSC” and any of its subsidiaries or affiliates (hereinafter referred to as “you” or the “Carrier”) to ship cargo in containers either owned, operated, leased or otherwise used by us (hereinafter referred to as the “Container(s)”.

In consideration of you so agreeing we hereby undertake to indemnify you as Carrier, your servants, your agents or sub-contractors and the vessel’s command as follows, and the following is therefore understood.

1. As owner, lessor, operator and/or user of the Container(s), we hereby warrant and represent that the same has/have undergone an initial technical safety inspection and subsequent controls in compliance with the norms established by the Container Safety Convention (CSC). We confirm that:

1.1 CSC validity of each Container will exceed 3 months at the time of provision to the shipping line.

or

1.2. are operated under an Approved Continuous Examination Program (ACEP) of the operator, user and/or owner/lessor. In case the Containers are operated under an ACEP system the ACEP certificate shall be provided to you as shipping line. Should the operator/user not be the owner/lessor of the Container(s) and the container(s) are operated under an ACEP system of the owner/lessor, the operator/user must provide his own ACEP certificate or has to comply with clause 1.1.

We also warrant and represent:

- a. that the Container(s) comply with ISO standards such as but not limited to handling, securing, stacking abilities
- b. adherence to security and/or customs sealing regulations of containers (TIR regulations)

- c. that the Container(s) meet stacking weight of minimum 19,200 kg at 1,8g and racking test load of minimum 15,240 kg. If the Container(s) do not meet the above minimum stacking and racking requirements we shall inform you prior booking.

- d. in case of tank Container shipments with Dangerous Goods the compliance with any applicable rules and regulations such as but not limited to rules and regulations established by the International Maritime Organization (IMO), the International Maritime Dangerous Goods code (IMDG), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID), the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (AND) and the Code of Federal Regulations Title 49 (CFR49).

2. We hereby undertake to indemnify you against any liability, loss, damage or expense of whatsoever nature that you may sustain (including but not limited to damage to vessel or other property on board, loss of life/personal injury) due to any breach of the above warranties and representations defined under clause 1 or resulting from any proven structural deficiency of the Container(s) including latent defect.

3. We also confirm that, neither you nor your agents, Insurers or sub-contractors shall bear any responsibility for any loss or damage to the cargo loaded in the Container(s) whilst under your contractual custody provided such loss or damage is caused by any breach of the above warranties and representations or by any structural deficiency of the Container(s) or contents thereof including latent defect.

4. In the case of reefer/tank containers we further acknowledge that neither you nor your servants, your agents, Insurers or sub-contractors are in any way responsible for the technical condition of the container, including reefer/tank aggregate, and we confirm that the correct functioning of the aggregate and machinery itself as well as correct setting will fall under our exclusive responsibility.

5. The Carrier shall exercise reasonable endeavors to inform us about malfunctions or damages to the equipment and may attempt to, but not be obliged to, carry out repairs which would be at our risk and expense. The Carrier will be indemnified and held harmless by us from any liability arising from repairs or damage to cargo if the carrier carries them out. If the malfunction or defect can be investigated or repaired in a port, the carrier may upon first receiving our consent and direction, but shall not be obliged to, order a shore-based service at our risk and expense.

6. The Carrier shall have the liberty to discharge a defective container which cannot be repaired on board at any port. If repairs cannot be carried out before the vessel's departure, the carrier may leave the defective container in that port and ship it when repaired to the destination on board of another vessel. All costs and expenses shall be for our account inclusive, but not restricted to, costs for re-stowage (if necessary), on-carriage, disposal costs (in the event that cargo is either dangerous or subject to destruction orders) plus storage, customs or any other costs associated with the operation.

7. In case of any malfunction or defect which cannot be repaired because we did not provide the necessary spare parts, manuals, information, assistance, etc. to the Carrier, we shall indemnify the Carrier, ship owners, charterers, agents, servants and hold them harmless in respect of any liability, loss or damage.

8. This Indemnity shall have effect from the Effective Date and shall continue thereafter until either party terminates this Indemnity by giving not less than 30 days' notice in writing. Termination or expiration of this Indemnity shall not relieve or release either Party from any rights, liabilities, or obligations that have previously accrued under law or the terms of the Indemnity

9. This Letter of Indemnity construed in accordance with English law and the Parties agree to submit any dispute arising from or in relation to this indemnity to the exclusive jurisdiction of the competent courts of London. Notwithstanding the foregoing, the Parties can decide upon common agreement to refer any such dispute to mediation or arbitration upon such term and at such place as may be mutually agreed upon by them.

10. We commit to supply MSC or its authorized agents with below details **PRIOR** to delivery of the cargo and the SOC to the MSC shipping terminal.

CSC SAFETY APPROVAL	
Container Nbr	[REDACTED]
Container ISO code	[REDACTED]

Customer Name: [REDACTED]

Customer Stamp: [REDACTED]

Authorized Signatory Name: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]