

**INDEMNITY AND GUARANTEE
DELIVERY WITHOUT BILL OF LADING**

To: **CHINA COSCO SHIPPING CO., LTD. (TAIWAN)**

中國遠洋企業股份有限公司
10480 台北市民生東路三段 2 號 3 樓
TEL: 02-2778-9678

Date:

Ship:

Voyage:

B/L NO.	CONTAINER NO. AND SEAL NO. MARKS & NOS.	PACKAGES	CONTENTS

The above cargo was shipped on the above ship by _____
[insert name of shipper] and consigned to _____ [insert name of
consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the
port of _____ [insert name of discharge port stated in the bill of lading]
but the bill of lading has not arrived and we, _____ [insert name of party
requesting delivery], hereby request you to deliver the said cargo to _____
[insert name of party to whom delivery is to be made] at _____
[insert place where delivery is to be made] without production of the original bill of lading.

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

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), 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 ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
6. 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.
7. This indemnity shall be governed by and construed in accordance with R.O.C. and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the **High Court of Justice of Taiwan**

Yours faithfully
For and on behalf of

The Requestor

Signature

Bank _____
on the date of:

本公司恕不受理限額之擔保提貨書