WAIWELL SHIPPING LIMITED
偉航船務有限公司 AS AGENT FOR TOHO SHIPPING LIMITED
1607-08, 16/F., Fortress Tower, 250 King's Road, Hong Kong Web: www.toholine.com
Tel: (852) 2865 1322 Fax: (852) 2529 0602 Email: waiwell@toholine.com

LETTER OF INDEMNITY AND GUARANTEE

(Delivery without production of the Original Bill of Lading)

To : WAIWELL SHIPPING LTD.
1607-08, 16/F., Fortress Tower, 250 King's Road, HK Date _____

S.S./M.V. " " FROM ETA/ARRD. H.K.

B/L No.	Marks & Nos	No. of Pkgs.	Description of Cargo

TOTAL:

The above goods were shipped on the above vessel and consigned to us, but the relevant bill(s) of lading not yet arrived. We hereby request you to deliver such goods to us without production of the original bill(s) 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 or damage of whatsoever nature which you may sustain by reason of delivering the goods to us in accordance with our request.
2. In the events 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 with sufficient funds to defend the same.
3. If the ship or any other ship or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide 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 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.
4. As soon as all original bill(s) of lading for the above goods shall have arrived and/or come into our possession, to produce and deliver the same to you whereupon our liability hereunder shall cease.
5. 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.
6. We further undertake and agree upon demand to pay any freight and/or General Average and/or Charges due on goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms thereof.)
7. This indemnity shall be construed in accordance with Hong Kong Law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Court of Hong Kong.

Note: Indemnities with limited Guarantees or bearing any qualifying remarks whatsoever cannot be accepted.

For reference the value of goods : ☐

Banker's Endorsement
For the consideration aforesaid, we guarantee the performance of this agreement and undertaking

Name of Consignee: _____
Full Address/Telephone: _____

_____
Banker's Authorized Signature(s)
Date:

_____
Consignee's Authorized Signature(s)
Date: