



永進船務

VICO SHIPPING CO.

VICO TRANSPORT EXPRESS CO.

(Wholly owned by Vico Enterprises Ltd.)

LETTER OF INDEMNITY AND GUARANTEE
FOR DELIVERY WITHOUT BILL OF LADING

TO : VICO Shipping Company

DATE : [ ] / [ ] / [ ]

Table with 4 columns: M/V, VOY, FROM, ETA/ARRD; B/L NO., MARKS & NOS., NO. OF PKGS, DESCRIPTION; TOTAL NUMBER OF PACKAGES (IN WORDS)

In consideration of your releasing for delivery to us or to our order the above mentioned goods of which we claim to be the rightful owners, without production of the relevant bill(s) of lading (not yet in our possession), 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 damages 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 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) In 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 ball 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) 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.
5) 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 terms thereof.
6) 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.
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.

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

DATE \_\_\_\_\_ AT \_\_\_\_\_

Banker

Party claiming right of delivery

By \_\_\_\_\_

\_\_\_\_\_

Bank Guarantee No.

Address / Tel :

