

LETTER OF GUARANTEE

To: **Evergreen Line**, and/or the offices/agents of the Carrier and/or the owner, provider, operator of the M.V.....

Dear Sirs,

Date.....

Vessel..... Voyage.....

B/L No.	Container No. and Seal No. Marks & Nos..	Packages	Contents

The above goods were shipped on the above vessel by Messrs.....(and consigned to us) but some or all of the relevant original negotiable bills of lading are not in our possession.

We hereby request you to deliver such goods to.....(us) without production of the 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, damage, expenses or costs (including all legal costs) of whatsoever nature which you may sustain by reason of delivering the goods to (us) 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 goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.
3. If the vessel or any other vessel 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 vessel or property and to indemnify you in respect of any loss, damage, expenses or costs (including all legal costs) 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. This indemnity shall be governed by and construed in accordance with the laws of England and any dispute arising out of this indemnity shall be submitted to jurisdiction of the High Court of London, England. Notwithstanding anything else contained above, this Law and Jurisdiction Clause is solely for the Carrier's benefits and the Carrier reserves the right to bring any action before any competent jurisdiction at its sole and absolute discretion.
7. Notwithstanding any stamped, written or attached wording or statement, the undersigned further undertake and agree that nothing relating to the contents, quality, quantity, weight, number, marks and/or value of the goods inserted herein shall limit in any way our joint and several liability hereunder.

Yours faithfully,
For and on behalf of

.....
Consignee/Notify Party
Name of authorized person:

Title:

Tel no: