

TO: MEDITERRANEAN SHIPPING COMPANY SA

DATE:

SUBJECT: VESSEL:
VOYAGE:
B/L NO:
CARGO:

We hereby surrender the full set (3/3) of the original endorsed bills of lading no. [] ("the Original MSC Bill") to you. We request you to instruct your agent at the discharge port of [] to release the above cargo to our customer (details set out below) ("the Customer") without production of the Original MSC Bill.

CUSTOMER: NAME:
ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:

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 or expenses of whatsoever nature which you may sustain by reason of delivering the above cargo in accordance with our request.
2. To pay you on demand the amount of any loss or damage which the Master and/or agents of the Vessel and/or any of your servants or agents may incur as a result of delivering the above cargo as aforesaid.
3. In the event of any legal proceedings being commenced against you and/or any of your servants or agents in connection with the delivery of the above cargo as aforesaid, to provide you and/or them on demand from time to time with sufficient funds to defend the same.
4. If, in connection with the delivery of the above cargo as aforesaid, the Vessel 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 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 and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.
5. You are entitled to release the above cargo to anyone claiming, whether orally or otherwise, to be the Customer or a representative thereof. You shall not be obliged to take any steps to verify the identity of such a person. If you release the cargo to a person claiming, whether orally or otherwise, to be the Customer or a representative thereof, you shall not incur any liability if such person is not in fact the Customer or a representative thereof, and we undertake not to bring against you or your servants or agents any action, proceeding or other claim in any court in relation to such release, and your rights under this indemnity shall not be affected.
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 the law of the Hong Kong Special Administrative Region, People's Republic of China ("Hong Kong"). Any dispute arising under or in connection with this indemnity shall be determined in the courts of Hong Kong, save that you may, in your sole discretion, commence proceedings in the courts of the People's Republic of China.

Yours faithfully,

Signed: _____
For and on behalf of [REQUESTOR]

Remarks : If wanted to receive the telex release letter, please mark your e-mail address or fax no. here
