[***Headed letter paper of Customer***]

To : Ocean Network Express Pte. Ltd. [***insert date***]

 7 Straits View, #16-01 Marina One East Tower, Singapore 018936

 The Owners of the [***insert name of ship***]

BL No.: [***insert bill of lading number***]

Container: [***insert container number***]

Vessel /Voyage: [***insert name of vessel and voyage***]

Shipper: [***insert name of shipper***]

Consignee: [***insert name of consignee***]

Cargo: [***insert description of cargo***]

Port of Loading: [***insert as stated on BL***]

Port of Discharge: [***insert as stated on BL***]

Place of Delivery: [***insert as stated on BL***]

Final Destination: [***insert name of the place***]

Container Owner TAX id: [***insert TAX ID of container owner***]

Dear Sirs,

We, [***insert name of requestor***] being the owner or lessee of the Shipper Owned Containers (SOC) is willing to ship the above cargo in containers either owned or leased by us hereinafter referred to as the “Container(s)”.

We hereby warrant and represent that (“Warranty”):

A. the Container(s) has/have undergone an initial technical safety inspection and subsequent controls in compliance with the norms established by the Container Safety Convention (CSC).

B. CSC validity of each Container will exceed 3 months at the time of provision to you.

C. the Container(s) is operated under an Approved Continuous Examination Program (ACEP) of the exporter or owner/lessor.

D. the Container(s) comply with ISO standards, such as but not limited to handling, securing, stacking abilities, and any other applicable rules and regulations, conventions and, in any way, fully fit for the carriage by container ship.

E. the Container(s) adhere to security and/or customs sealing regulations of containers (TIR regulations)

F. i) none of the parties in relation to the above shipment (including but not limited to shipper, consignee, notify party and final cargo receiver) are Specially Designated Nationals or Blocked Persons list of United States Office of Foreign Assets Control or subject to any sanction or prohibition imposed by any State, Supranational or International Governmental Organization (“Relevant Parties”) and ii) the above shipment will not be moved/routed to any sanctioned countries designated by such Relevant Parties.

With this Warranty, we hereby request that Ocean Network Express Pte. Ltd. and any of its subsidiaries or affiliates (hereinafter referred to as “you” or the “Carrier”) to carry the above cargo loaded in the Container(s) and deliver at the Place of Delivery as above. In consideration of your compliance with our request, we hereby undertake and agree as follows (“Indemnity”):

1. We hereby undertake to indemnify you, your servants, agents, and subcontractors and hold all of you harmless against any liability, loss, damage or expense of whatsoever nature that you may sustain (including but not limited to damage to vessel or other property on board, loss of life/personal injury) due to any breach of the above Warranty or in connection with the carriage by the Container(s) including but not limited to latent defect.

2. We also confirm that, neither you nor your servants, agents or subcontractors shall bear any responsibility for any loss or damage to the cargo loaded in the Container(s) whilst under your contractual custody provided such loss or damage is caused by our breach of the above Warranty.

3. In the event of any proceedings being commenced against you or any of our servants, agents, or subcontractors in connection with the carriage of the Container(s) as above, we provide you or them on demand with sufficient funds to defend the same.

4. In the case of reefer/tank containers we further acknowledge that neither you nor your servants, your agents or subcontractors are in any way responsible for the technical condition of the Container, including reefer/tank aggregate, and we confirm that the correct functioning of the aggregate and machinery itself as well as correct setting shall fall under our exclusive responsibility.

5. If, in connection with the above warranties, if the Vessel or any other vessel or property in the same or associated ownership, management or control, any other vessel or property chartered, managed or operated by you, or any vessel carrying this shipment should be arrested or detained or if the arrest or detention thereof should 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 vessel'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 vessel or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention or such interference, whether or not the same may be justified.

6. We confirm any matters not stipulated in this indemnity shall be settled in accordance with terms and conditions of ONE Bill of Lading and this indemnity shall not be adversely interpreted to the Carrier.

7. This indemnity shall be governed by and construed in accordance with Singapore law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Singapore High Court.

Yours faithfully

For and on behalf of

[***insert name of Requestor***]

The Requestor

…………………………………

Signature

Date:

Title:

Company stamp: