[***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***]

Dear Sirs,

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

Flexitank manufacturer: [***insert container number***]
Ship: [***insert name of ship/Voyage***]
Carriage: Place of Receipt [***insert as stated on BL***]– Place of Delivery [***insert as stated on BL***]

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

The above cargo contained in flexitanks, was installed and secured ~~i~~n container by [***insert name of shipper***] and we hereby request you to carry the above-mentioned cargoes in flexitank (s);

In consideration of your compliance with our request, we hereby unconditionally and irrevocably further undertake and agree:

1. To comply with the Code of Practice for flexitank published by the Container Owners Association (COA).
2. To arrange adequate liability insurance to include coverage of all risks according to the provisions in COA Code of Practice for flexitank. A copy of such insurance policy will be produced to you upon request.
3. To confirm that no claim shall be raised for losses or damages whatsoever and howsoever caused in relation to cargo contained in flexitank(s) and which may not occur if cargo is properly contained and secured in other than the flexitank
4. To indemnify you, your servants, agents and subcontractors fully and to hold all of you harmless against all loss, damage or expense of whatsoever nature, consequences and/or liabilities of any kind whatsoever directly or indirectly which you may sustain arising from or relating to your compliance with our above request, and immediately on demand, against all payments made by you in respect of such loss, damage or expense of whatsoever nature, consequences and/or liabilities including but not limited to costs and expenses that you may incur for cleaning up leakages, damages and/or repairs to the supplied container(s) if any, howsoever caused
5. In the event cargo which in your opinion is or may at any time become dangerous, inflammable, obnoxious, damaging or injurious may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation to us and without liability to you to make any General Average contribution in respect of such cargo. We shall indemnify you, your servants, agents and subcontractors against all loss, damage or costs and expense arising out of such action taken by you.
6. 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 including but not limited to the defense and handling and/or settlement of proceedings.
7. If, in connection with your compliance with our request above, if the Vessel or any other vessel or property in the same or associated ownership, management or control, or any other ship 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 ship'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 ship 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.
8. The obligations under this indemnity shall be irrevocable and unconditional under whatsoever circumstances howsoever caused and our indemnity and/or payment hereunder shall not be subject to any counterclaim, deduction or pardon.
9. 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.
10. This undertaking shall be governed by and construed in accordance with Singapore law and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Singapore High Court.

Yours faithfully

For and on behalf of

[***insert name of Shipper***]

The Shipper

…………………………………

Signature

Date:

Title:

Company stamp: