**On letterhead of the shipment control party as per CARRIERS records**

Date

ONE (Ocean Network Express) Line (India) Pvt. Ltd.

Address.

To the Owners and/or Agents and/or Charterers and/or Master

of the S.S/M.V …………………………………………………………………………………………………….

In consideration of your agreeing to release for delivery to us or to our order the undermentioned goods of which we

Claim to be the rightful owners or entitled to possession thereof, without production of the relevant bill(s) of lading (not as yet in our possession),

WE HEREBY undertake and agree

(a) to indemnify you, your servants and agents fully and to hold all of you harmless against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to your agreeing to release the goods as aforesaid, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities including costs between attorney and client and all or any sums demanded by you for the defence of any proceedings brought against you, your servants and/or agents by reason or your agreeing to release the goods as aforesaid, and,

(b) that if 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 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 loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

And we further undertake and agree upon demand to pay any freight and/or charges and/or General Average Contribution due on the goods aforesaid to the extent that you may not have required any such freight, charges or Contribution to be paid prior to your releasing the goods aforesaid (it being expressly agreed and understood that all lien shall subsist and be unaffected by the terms hereof).

And we further undertake and agree that immediately the bill(s) of lading is/are received by us we will deliver the same to you duly endorsed.

And we further undertake and agree that this indemnity shall be construed in accordance with Japanese law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Tokyo District Court in Japan. The liability of each and every person under this indemnity shall be joint and several shall not be conditional

upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

 Yours faithfully,

Kind of Packages or Units ;

Description of Goods

Shipper

 ji

No.of P’kgs. Or Units

Place of Delivery

(Port of Discharge)

Mark & Numbers

Place of Receipt

(Port of Loading)

 Ocean Vessel

Voy. No.

Cargo Value :

 Forwarding Agent :

B/L No. :

 Shipper’s or

 Consignee’s

 ……………………………………………………………………………… Signature

Date

 Banker’s

 ……………………………………………………. Signature

1. Bank Guarantee may be executed and submitted as follow
2. Bank Guarantee will be 150% of C&F value
3. Bank Guarantee must be stamped & duly signed by Bank as well as Consignee
4. Bank Guarantee’s validity period will be 3 years
5. Covering letter from Bank, confirming issuance of Bank Guarantee on behalf of consignee
6. Letter from consignee with the reason for to take the delivery of cargo against Bank Guarantee. If the same is lost, a copy of Police FIR (First Information Report) to be submitted
7. Bank Guarantee text to be typed on Rs.100/- non-judicial Stamp paper
8. Consent from shipper through ONE origin office required.
9. A copy of invoice to be submitted

Please submit above Bank Guarantee as per format only and we will not accept your original Bank Guarantee if any change in word/sentence of contents of Bank Guarantee.