To: [Ocean Network Express (India) Pvt. Ltd.] [*insert date*]

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

Dear Sirs

Ship: [*insert name of ship*]

Voyage: [*insert load and discharge ports as stated in the bill of lading*]

Cargo: [*insert description of cargo*]

Bill of lading: [*insert identification numbers, date and place of issue*]

The above cargo was shipped on the above ship by [*insert name of shipper*], consigned to [*insert* *name of consignee or party to whose order the bill of lading is made out, as appropriate*] for delivery at the port of [*insert name of discharge port stated in the bill of lading*]. We will take the delivery of cargo at our own risk, care and cost against the below mentioned seal number mis-match/discrepancy. We do not want to amend the seal number in customs manifest and also do not want to carry out a joint survey for this shipment. We will also not claim or hold you responsible for cargo shortage/excess or damage.

With our above confirmation, we would request you to allow the delivery of cargo as the shipment/material is required by us for urgent production.

Seal number mis-match details as below:

Seal number (declared in Bills of lading) :

Seal number (attached with container) :

In consideration of your complying with our above request, we hereby agree as follows: -

1. To fully indemnify and guarantee that such amendment shall be rendered solely for commercial reasons, and such reasons shall in all respects be legal and lawful, including but not limited to that of no concern any tax/customs avoidance and/or contraband.
2. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of your compliance with our request.
3. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the request, to provide you or them on demand with sufficient funds to defend the same.
4. If, in connection with the request as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof 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 expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
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 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