**(FORMAT- LETTER OF INDEMNITY FROM CONSIGNEE ON STAMP PAPER RS. 500)**

Date:

To:

RCL Feeder Pte Ltd, its servants and agents,

RCL Agencies India Private Limited,

608-611, A Wing, 6th Floor, Dynasty Business Park

J B Nagar, Andheri Kurla Road, Andheri (East)

MUMBAI 400 059

**LETTER OF INDEMNITY**

Sub: Vessel………………………….

B/L Nos………………………………..

We on behalf of and acting for **Consignee Name                                                ,** hereby nominated our vendor **CFS / ICD name**  to handle the import laden full container, to move the Import Loaded Full Container/s to our nominated vendor’s premises for storage prior to the issuance of the Delivery Order.

In considering of you agreeing to our request, we agree as follows:

1] undertake and guarantee that the container/s covered under the subject Bills of Lading will not be destuffed or given delivery without the Line Delivery Order and upon payment of all charges by the Forwarder / CHA / NVOCC / Consignee to the respective Line or their Agents.

2] agree that in the event where Goods are registered for Customs Examination, the Goods can be examined / inspected by the Customs Officer without the insistence of the Delivery Order. However, this does not constitute that the shipment has been released, until the production of Delivery Order and the same being verified.

In such an event, we undertake our vendor will accurately record information regarding seal number, cargo condition etc on inspection shall unconditionally provide to you upon request.

3] agree that in event that our nominated vendor made delivery or release cargoes to a wrong party, not authorized by the shipping line, we shall hold harmless and waive all claims / damages against you, your servants and agents.

4] we have instructed our vendor that, on trucking the container(s) from the port, the apparent container condition AND seal number shall be checked/tallied against the manifest. In event that there is any visible damage to the container, or the seal is not intact or in the event of any other discrepancy, to record the damage/discrepancy in writing before the container(s) is/are trucked out, and notify you on immediate/timely basis.

In event that we/our vendor did not notify you of any container exception, and / or seal discrepancy prior to trucking out from terminal CY, it is deemed that the container(s) is / are in apparent good condition AND that the seal(s) are intact and tally / tallied as per manifested.

In event of any cargo loss / damages / shortages / missing due to seal discrepancy howsoever arising after trucking out CY, we shall hold harmless and waive all claims against you for any and all losses, liabilities, costs, expenses or damages arising as a result of or in connection with the seal discrepancy.

5] In event that the container(s) is / are damaged howsoever arising, whilst under the nominated vendor’s care, custody and control, we shall unconditionally indemnity you, your agents or servants, for any and all losses, liabilities, costs, expenses or damages which you may incur as a result of or in connection with such damage.

6] In event that the cargo(es) is / are damaged howsoever arising, whilst under the nominated vendor’s care, custody and control, we shall waive all claims against you, your agents and servants, for any and all losses, liabilities, costs, expenses or damages which are / may incur as a result of or in connection with such damage.

7] We agree to clear the shipment and return the Empty Container within the free period as stipulated on the contract of carriage, delivery order or other similar documents, if we exceed the said period we agree to pay Import Detention charges as applicable along with other applicable charges prior to release of the Delivery Order to the Import consignment.

For………………………………

(AUTHORISED SIGNATORY)

(Company Stamp)

Date: