

# LETTER OF INDEMNITY FOR REQUESTING SHIPMENT SPLIT

DATE: \_\_\_\_\_, 20\_\_

TO: Evergreen Line, a joint service consisting of Evergreen Marine Corp. (Taiwan) Ltd., Evergreen Marine (UK) Ltd., Italia Marittima S.p.A., Evergreen Marine (Hong Kong) Ltd., Evergreen Marine (Asia) Pte. Ltd. and Evergreen Marine (Singapore) Pte Ltd. (hereinafter called as "Beneficiary") and/or the offices/agents of the Beneficiary and/or the vessel owner/provider/operator

Dear Sirs/ Madams,

We are the shipper, holder, consignee, or transferee of the above identified Bill of Lading or Sea Waybill (the "Bill") issued by you, hereby request you to have the shipment split as follows:

## ORIGINAL SHIPMENT DETAILS:

BILL OF LADING OR SEA WAYBILL NO.	CONTAINER NOS.	PKGS.	CONTENTS

## NEWLY REQUIRED DETAILS:

BILL OF LADING OR SEA WAYBILL SPLIT	CONTAINER NOS.	PKGS.	CONTENTS
Split (I)			
Split (II)			

We fully understand and accept that such request is solely for our benefit and convenience and also understand and take all the risks which may arise from such request. In consideration of your complying with our above request, we hereby undertake and agree as follows:

1. To represent and warrant that we have not negotiated or transferred the Bill or any rights in the Bill to anyone else and are still legally hold the entitlement toward the above shipment.
2. To undertake and agree to first surrender all hard copy originals the Bill back to you if issued in hard copy, and timely pay all charges and fees, however described, made applicable by contract or tariff.
3. To irrevocably and unconditionally indemnify, defend, and hold all of you harmless from all governmental penalties, fines, and liabilities, howsoever described, including but not limited to all Customs fines and penalties, imposed on you for complying with this request.
4. To irrevocably and unconditionally indemnify, defend, and hold you harmless in respect of all third party claims, liability, loss, damage, expenses, or costs (including all legal costs/fees) of whatsoever nature which you may sustain caused by your compliance with this request.

5. In the event of any proceedings being commenced against you because of your compliance with this request, to provide you from time to time with commercially reasonable funds to defend the same.
6. If, because of your compliance with this request, the vessel or any other vessel 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 vessel or property and to indemnify you in respect of any loss, damage, expenses or costs (including all legal costs/fees) caused by such arrest or detention.
7. The liability of each and every person under this Letter of 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. Notwithstanding any stamped, written, or attached wording or statement, nothing relating to the contents, quality, quantity, weight, number, marks, condition, and/or value of the goods inserted herein shall limit in any way our joint and several liability under this Letter of Indemnity.
8. Your rights under this Letter of Indemnity shall be in addition to your rights under applicable service contract, and under your bill of lading terms and conditions and shall not be subject to offset or deduction.
9. Your Bill of Lading U.S. Jurisdiction clause shall apply as well to this Letter of Indemnity mutatis mutandis. Notwithstanding anything else contained above, this Law and Jurisdiction Clause is solely for your benefits and you reserves the right to bring any action before any competent jurisdiction at your sole and absolute discretion.

Name of Merchant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signer: \_\_\_\_\_

Capacity of Signer: \_\_\_\_\_

[ *This Letter of Indemnity should be printed on the Requester's Letterhead* ]