

INDEMNITY AND GUARANTEE

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

| B/L or DOC. NO. | CONTAINER NO. AND SEAL NO. MARKS & NOS. | PACKAGES | CONTENTS |
|---|---|----------|----------|
| | | | |
| Declared Cargo Value: | | US\$ | |
| Total Amount of Bank Guarantee (200% of declared Cargo Value above) | | US\$ | |

The above goods were recorded on the above B/L or DOC NO. in which Shipper was named _____ (and consigned to _____), but due to one of the following situations, we hereby request you to:

DELIVER THE GOODS WITHOUT BILL(S) OF LADING OR DOCUMENT(S) AS THE ORIGINAL ONES WERE LOST OR ARE NOT CURRENTLY AVAILABLE TO BE PRESENTED, or

We, _____, hereby represent and undertake that _____ (hereinafter called as "the designated party") is the party lawfully entitled to delivery of the goods and request you to deliver the goods to the designated party or to the party as you believe to be or to represent, or to be acting on behalf of the designated party without production of the original Bill(s) of Lading / Document(s).

ISSUE A NEW SET OF BILL(S) OF LADING OR DOCUMENT(S) AS THE ORIGINAL ONES WERE LOST

Please deliver the goods against production of only the new substitute Bill(s) of Lading / Document(s).

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

- To irrevocably and unconditionally indemnify you, your servants and your subcontractors and to hold all of you harmless in respect of any liability, loss, damage, expenses or costs (including all legal costs) of whatsoever nature which you may sustain by reason of following our request.
- In the event of any proceedings being commenced against you, any of your servants or any of your subcontractors in connection with the delivery of the goods as aforesaid to provide you or them on demand with sufficient funds to defend the same.
- If, in connection with the delivery of the goods as aforesaid, the vessel, or any other vessel or property in the same or associated ownership, operation, management or control, or any vessel or property in your ownership, operation, 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 or other vessels or property (whether by virtue of a caveat being entered on the vessel's or other vessel's registry or otherwise howsoever):
 - to provide you with bail or other security on demand as may be required to prevent the arrest or detention or to secure the release of the vessel or other vessel or property or to remove such interference;
 - if you have already provided bail or other security, to provide on demand equivalent substitute or counter security, whether or not you have made any prior demand upon us and whether or not such security exceeds the value of the vessel, other vessel or property, and
 - to indemnify you in respect of any liability, loss, damage, expenses or costs (including all legal costs) caused by the arrest or detention or threatened arrest or detention or interference, whether or not such arrest or detention or threatened arrest or detention or interference may be justified.
- As soon as all Original Bill(s) of Lading/Document(s) for the above goods shall have come into our possession, to produce and deliver the same to you whereupon our liability hereunder shall cease.
- The liability of each and every person under this Indemnity and Guarantee shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is a party to or liable under this Indemnity and Guarantee.
- This Indemnity and Guarantee shall be governed by and construed in accordance with the laws of England and any dispute arising out of this Indemnity and Guarantee shall be submitted to jurisdiction of the High Court of London, England. Notwithstanding anything else contained above, this Law and Jurisdiction Clause is solely for your benefits and you reserve the right to bring any action before any competent jurisdiction at your sole and absolute discretion.
- Notwithstanding any stamped, written or attached wording or statement, the undersigned further undertake and agree that nothing relating to the contents, quality, quantity, weight, number, marks and value of the goods inserted herein shall limit in any way our joint and several liability hereunder.

This Indemnity and Guarantee will be held by you until the Original Bill(s) of Lading / Document(s) has been surrendered to you. The Bank's guarantee (the Bank's countersignature) hereunder shall be valid for two (2) years only.

Bank Issuing Bank Guarantee

Company: _____
 Name: _____
 Title: _____
 Date: _____

Bank: _____
 Name: _____
 Title: _____
 Date: _____