

# LETTER OF INDEMNITY

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 “Beneficiary”) and/or the offices/agents of the Beneficiary and/or the vessel owner/provider/operator (hereinafter called as “EVERGREEN LINE”).

We, \_\_\_\_\_, the undersigned company, on our behalf and on behalf of Merchant of Bill of Lading, hereby request Evergreen Line to accept our Shipment to be carried/transported by Shipper’s Own Container (SOC) and we hereby issue this Letter of Indemnity to EVERGREEN LINE in return.

☐ This Letter of Indemnity is valid for all bookings placed with your good company within a period of \_\_\_\_ months/years ending on \_\_\_\_\_ (date/month/year).

☐ This Letter of Indemnity will apply to all our shipment from the date hereof and till the expiration or termination date of the Contract between Evergreen Line and us (In connection with EVERGREEN Contract No.: \_\_\_\_\_), and we will provide you in writing with container number, container type and weight information for each shipment.

☐ This letter of Indemnity will apply to following shipment:

Shipper: \_\_\_\_\_

Container Number: \_\_\_\_\_

Booking No. or B/L No.: \_\_\_\_\_

Port Pair From/To: \_\_\_\_\_

We hereby agree and undertake the following:

1. For the purpose hereof SOC means a container used for the carriage of cargo owned, leased or otherwise used and operated by us and carried by EVERGREEN LINE as part of any contract of carriage of cargo. We shall take the responsibility to pay or reimburse including but not limited to all rental, repair charges or on-hire/off-hire charges which might result from the use of the SOC.
2. We declare and certify that our SOC is (are) attached with CSC-Plates and meets all applicable IMO Container Safety Convention, ISO and/or other applicable national or international safety standards (“the Applicable Rule”) and is fit in all respects for carriage of the Goods by the EVERGREEN LINE.

3. We guarantee that all SOC so presented have undergone inspection in compliance with The International Conventions for Safe Containers (CSC), and will in all aspects comply with any other similar reference applying in the country of loading and/or destination.
4. We guarantee that the size of our SOC shall conform with gauge of ISO standard dimensions. With the conditions that our SOC is (are) out of gauge or attached any extra parts or removable objects, we are obligated to notify you in writing in advance and undertake the extra parts or removable objects are remarked properly and free from any suspicious of safety issue, and assume the extra cost generated by the event(s) hereto.
5. We guarantee that all SOC units including empty SOC shall add seal and assume the extra cost generated by the event(s) hereto.
6. We guarantee that we shall dispatch the SOC to assigned depot and/or terminal and provide related documents as required to your port of loading agent/office in timely manner and we shall undertake the liability of inability/falling to furnish the necessary documents/ information.
7. We guarantee that the SOC is (are) to be shipped and carried at our request, risk, cost, responsibility and you may discharge the SOC at any port if it is unsuitability for carriage by Sea and we would undertake all the cost, expenses and charges thereof.
8. We guarantee that you shall not undertake any liabilities in case of container normal wear and tear, loss or damage caused by hidden damage, old damage related or attributable to fatigue or inherent vice. In respect of any loss or damage to the SOC for which EVERGREEN LINE may be found or held liable, it is hereby agreed that the SOC is deemed to form part of the cargo description in the relevant Evergreen Line bill of Lading or other transport document, and accordingly any such liability will be subject to the same defenses, exemptions, exclusions and limitations of liability as apply to the cargo itself.
9. We guarantee that we shall comply with any local rules and regulations which regulate the SOC have to be re-exported within the time limitation after the SOC been discharged from carried vessel. We also guarantee that we will not return the SOC to your terminals and/or depots, for the chassis that are owned, leased or operated by EVERGREEN LINE, we shall return it to your assigned terminals and/or depots.
10. In case of any SOC is Refrigerated Container, the followings shall apply:
  - 10.1 We hereby acknowledge that neither EVERGREEN LINE nor any of its employees, servants, agents and/or sub-contractors are in any way responsible for the technical condition

of such containers. We hereby undertake the correct and suitable pre-setting of such SOC(s), and the continuing functioning of them and their machinery of whatsoever nature will be our responsibility.

- 10.2 We hereby acknowledge that you may, in your sole discretion, attempt, but shall not be obligated to, carry out repairs to such SOC. Such repair will be at our own risk and expenses and we will indemnify and hold you harmless against any liability, cost and/or expense directly or indirectly arising from such repairs or any damage (no matter direct or indirect) arising out of the SOC and the goods contained therein.

## 11. Economic Sanction Compliance

- 11.1 We will at all times strictly comply with all relevant restrictions and/or prohibitions of commercial transactions and/or embargoes under statute, regulation, rule, or other such rulings published by governmental entities of the United States, the United Kingdom, European Union and the United Nations (collectively the "Sanction Laws").

- 11.2 None of the container owners nor the prefix owners of the SOC(s) tendered by us to EVERGREEN LINE are identified or listed by the Sanction Laws as a "Blocked Person", "Denied Person", "Specially Designated Nationals, or "Non-Specially Designated Nationals Menu Based Sanctions List" designee ("Sanctioned Party"), nor an entity 50% or more in the aggregate owned by, directly or indirectly, controlled by or acting on behalf of any Sanctioned Party.

- 11.3 In the event we are found to have any change in status regarding Sanction Laws, or we are in breach of the above representations, warranties and/or conditions, or shall there be any evidence indicating that further performance of the contract of carriage will expose EVERGREEN LINE to violating or being penalized, fined or exposed to any losses, fines, penalties or damages whatsoever regarding any Sanction Laws, EVERGREEN LINE will be entitled to immediately suspend or terminate the contract of carriage, or take whatever remedial measures EVERGREEN LINE deems necessary without penalty and recover all losses, fines, penalties, damages and expenses whatsoever experienced by EVERGREEN LINE from us.

12. We hereby undertake to indemnify and hold EVERGREEN LINE fully harmless against any claims, liability loss, damage fines, taxes, penalties, charges, costs and expenses whatsoever arising as a consequence of any breach of our undertakings in this Letter of Indemnity.
13. The Law and Jurisdiction applicable to this Letter of Guarantee shall follow the Law and Jurisdiction applicable to the Service Contract, Evergreen Line Bill of Lading or other transport document issued in respect of the cargo in the respective SOC.

BY:

\_\_\_\_\_  
(NAME) (SIGNATURE) (DAY/MONTH/YEAR)

\_\_\_\_\_  
(COMPANY'S NAME)

\_\_\_\_\_  
(ADDRESS)