

Your logo to be inserted here

To: PDL INTERNATIONAL PTE LTD

Date:

Dear Sirs

INDEMNITY – SHIPPERS' OWNED CONTAINER(S) (Permanent Shippers)

CONTAINER NUMBERS:

VESSEL/VOYAGE:

We, the undersigned, request you to ship cargo in our Shipper owned/operated Container(s). In consideration of your so agreeing we hereby indemnify PDL INTERNATIONAL PTE LTD as carrier, your agents or sub contractors and the vessel as follows, and the following is therefore understood.

1. Container shall have the meaning as ascribe to it in the definition of the Bill of Lading or Waybill issued for you for the shipment
2. As exporters and owners/operator of the container(s), we hereby declare that the same has/have undergone an initial security inspection and subsequent controls in compliance with the norms established by the Container Safety Convention (CSC). We confirm that the CSC validity of each container will exceed 3 months at the time of provision to you. We also confirm:
 - a. the compliance with the rules established by the International Tank Container Organisation (ITCO) in case tank containers are provided
 - b. that containers comply with ISO standards such as but not limited to handling, securing, stacking abilities
 - c. adherence to security and/or customs sealing regulations of containers (TIR regulations)
 - d. If the container (s) does not meet minimum stacking weight requirement of 192,000kgs then it is the Shippers obligation to inform you at the time of each & every booking.
3. We hereby indemnify you against any loss which may arise (including but not limited to damage to vessel or other property on board, loss of life/personal injury) due to any non compliance with CSC, ISO or TIR standards or by any structural deficiency of the container or contents thereof including latent defect.
4. We also confirm that neither you, (nor your agents or sub contractors) shall bear any responsibility for the condition, quality and quantity of cargo whilst under your contractual custody (except to the extent that you may be liable in terms of the bill of lading or waybill issued by you relating to the carriage of the container and its contents) and that in the event of any claims, or associated costs, consequential losses or any other charges (other than those that you may be liable for in terms of the bill of lading or waybill issued by you relating to the

carriage of the container and its contents) we hereby indemnify you against any such claims and undertake to handle any such matters directly with third parties upon first written demand from you.

5. In the case of reefer/tank containers we further acknowledge that both you nor your agents or sub contractors are in any way responsible for the technical condition of the container, including reefer/tank aggregate, and we confirm that the correct functioning of the aggregate and machinery itself as well as correct setting will fall under our exclusive responsibility. The carrier may attempt to, but not be obliged to, carry out repairs at our risk and expense and carrier will be indemnified and held harmless by us from any liability arising from repairs or damage to cargo if the carrier carries them out.
6. If the malfunction or defect can be investigated or repaired in a port, the carrier may but shall not be obliged to order a shore-based service at our risk and expense. The service may be ordered with or without prior notification to us.
7. The carrier shall have the liberty to discharge a defective container which cannot be repaired on board, at any port. If repairs cannot be carried out before the vessel's departure, the carrier may leave the defective container in that port and ship it when repaired to the destination on board of another vessel. All costs and expenses shall be for our account inclusive, but not restricted to, costs for restowage (if necessary), oncarriage, disposal costs (in the event that cargo is either dangerous or subject to destruction orders) plus storage, customs or any other costs associated with the operation.
8. In case of any malfunction or defect which cannot be repaired because we did not provide the necessary spare parts, manuals, information, assistance, etc. to the carrier, we shall indemnify the carrier, ship owners, charterers, agents, servants and hold them harmless in respect of any liability, loss or damage. We will not hold the carrier liable for minor damages which might occur during the shipment.
9. This indemnity shall be governed by and construed in accordance with New Zealand law and every person liable under this indemnity shall at your request submit to the jurisdiction of the Courts of New Zealand. Notwithstanding the foregoing, if the Merchant and the Carrier agree, the claim or dispute may be referred to mediation or arbitration upon such terms and at such place as may be mutually agreed upon by the parties.

Yours faithfully

For and on behalf of

Director