

LETTER OF INDEMNITY/担保函

致:

BOOKING#: HLCUTA12204EEXD2

Shipper/托运人: MIT-IVY INDUSTRY CO.,LTD.

Cargo/货物: (cf. Manifest attached for complete description of cargo/随附舱单显示完整的货物描述)

中文品名: 十二至十四烷基缩水甘油醚

英文品名: ALKYL(C12-C14) GLYCIDYLETHER

用途:

CAS NO:68690-97-2

HS CODE:3824999999

We hereby request you to ship the above cargo on the Vessels consigned to (Please Insert name) for delivery at the port of (Please Insert name).

我们在此要求贵方承运上述货物并在 (TORONTO CANADA) 港将货物交付给 (TRC - HARVESTER THAMES RIVER CHEMICAL CORP) 。

We undertake without reservation of any kind at our risk to ensure that the cargo is non-dangerous cargo and the cargo is loaded, stuffed, secured, lashed, chocked, dunnaged, or otherwise stored inside the container in a manner suitable for ocean carriage in accordance with all regulations related to the transport of this specific goods, for handling at load & discharge ports, intermediate ports, transshipment port, carriage by truck and rail and in such a way as to ensure that there is no movement of the cargo which might cause damage to the cargo itself, the container, affect the stability of the container or be a threat to any property or persons.

我们毫无保留地保证货物是并非危险品货物，且货物装载、系固、绑扎、衬垫及装入集装箱的装载方式均适合海上货物运输、符合与此类特殊货物运输相关的各项规定、适合在装港、中转港及卸港操作并适于卡车、铁路及其他方式运输，并保证货物不会发生位移并因此造成货物/集装箱受损并影响集装箱稳固性或对其他任何财产或人员造成威胁。

Our undertaking above is not delegable and we agree to accept full responsibility hereunder even if the actual loading of the cargo as aforesaid is carried out on our behalf by others pursuant to our instructions.



我们的上述保证不可转移且我们同意承担本保函下的全部责任，即使货物装载实际是由代表我们的第三方根据我们的指示操作进行。

We further acknowledge that the undertakings herein are in addition to any and all responsibilities we may have as shipper under the our bill of lading issued for the said cargo
我们进一步确认：除我们提单下托运人义务，我们也对本担保函承担责任。

In consideration of your complying with our above request, we hereby agree as follows:
鉴于贵方履行我们的要求，我们在此同意：

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which occurs as a result or consequence of any failure by us to comply with our undertakings above which you may sustain by reason of carrying the cargo in accordance with our request.

赔偿贵方、贵方服务人员、代理因履行我方要求所遭受的损失并使你们不因此受到任何损害。

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with any failure by us to comply with our undertakings above to provide you or them on demand with sufficient funds to defend the same.

如贵方或贵方服务人员或代理因履行我方在本担保下的要求而被卷入任何纠纷，我们保证应要求向贵方或相关方提供足够的资金以解决该问题。

3. If, in connection with any failure by us to comply with our undertakings as aforesaid, the ship, or any other ship or property in the same or associated ownership, 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 (whether by virtue of a caveat being entered on the ships registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

若由于履行我方在本担保下的要求而使得贵方拥有的或贵方管理或营运的船舶或附属物被扣押或被滞留或遭遇此种威胁或船舶的营运遭受到任何的干扰（无论是通过申请中止船舶登记或其他手段），我们将应要求提供所需的保证金或所要求的其他担保以防止船舶被扣押或滞留或释放船舶/财产或解除干扰并赔偿贵方因此遭受的任何损失和费用。



4. The liability of each and every person under this 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.

本担保函下各方对本担保承担连带责任，该连带责任并不以是否个别当事方被起诉或该当事人是否是本担保函下的责任方为先决条件。

5. Each and every person liable under this indemnity shall, at your absolute discretion, submit the dispute arising out of this indemnity to English High Court and construed in accordance with English Laws or to SHANGHAI Maritime Court and construed in accordance with PRC Laws.

本担保函下各责任方，应根据贵方的决定，将本担保函下的争议提交英国高等法院管辖并适用英国法，或将将争议提交上海海事法院管辖并适用中国法。

We also warrant that we have and will maintain insurance cover in respect of any liabilities arising under this indemnity and the undertakings and obligations herein in the amount and on the terms attached.

我们同时保证随附保单条款足以涵盖我们在本担保函下的所有责任及费用。

The Letter of indemnification remains valid till the dispute is settled via mutual agreement, where the coverage of the LOI shows related carriage.

本担保函的效力直至本担保函所涉运输下所有争议纠纷解决时止。

Yours faithfully

(For and on behalf of Shipper/代表发货人)



(Booking Agent as Joint and several insured party/订舱代理作为连带责任方)