



Date:

**Letter of Guarantee
for Waybill and Telex Release**

To the Owners and/or Agents and /or Charterers and/or Master

Dear Sir,

Vessel/Voyage: _____

Bill of Lading Number: _____

Please tick where appropriate:

Waybill

WHEREAS

The above goods were shipped on board the aforesaid vessel and waybill have been issued with us named as consignee.

Telex Release

WHEREAS

The full set of the above original endorsed bill of lading have been surrendered at your _____ office.

IN CONSIDERATION of your agreeing to release for delivery to us or to our order the abovementioned goods of which we claim to be the rightful owners or entitled to possession thereof, without production of the relevant bill(s) of lading,

WE HEREBY undertake and agree

- (a) to indemnify you, your servants and agents fully and to hold all of you harmless against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to your agreeing to release the goods as aforesaid, and immediately on demand against all payments made by you in respect of such consequences and/or liabilities including costs between attorney and client and all or any sums demanded by you for the defence of any proceedings brought against you, your servants and/or agents by reason of your agreeing to release the goods as aforesaid, and,
- (b) that if the ship or any other ship 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 ship or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

And we further undertake and agree upon demand to pay any freight and/or charges and/or charge and/or General Average contribution due on the goods aforesaid to the extent that you may not have required any such freight, charges or Contribution to be paid prior to your releasing the goods aforesaid (it being expressly agreed and understood that all lien shall subsist and be unaffected by the terms hereof).

And we further undertake and agree that this indemnity shall be construed in accordance with Japanese law and each and ever person liable under this indemnity shall at your request submit to the jurisdiction of the Tokyo district Court in Japan. 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.

Yours faithfully,

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Consignee's Signature, Position & Company Chop