[Headed letter paper of Customer]

To : Ocean Network Express Pte. Ltd. [insert date]

 7 Straits View, #16-01 Marina One East Tower, Singapore 018936

 The Owners of the [*insert name of ship*]

Ship: [*insert name of ship*]

Carriage: Place of Receipt [*insert as stated on BL*]– Place of Delivery [*insert as stated on BL*]

Container: [*insert container number*]

Cargo: [*insert description of cargo*]

Bill of lading: [*insert identification numbers, date and place of issue*]

Dear Sirs,

We, [*insert name of shipper*] being the owner or lessee of the Shipper Owned Containers (SOC) hereby request that Ocean Network Express Pte. Ltd. and any of its subsidiaries or affiliates (hereinafter referred to as “you” or the “Carrier”) to ship cargo in containers either owned or leased by us (hereinafter referred to as the “Container(s)”. In consideration of you so agreeing we hereby undertake to indemnify you as Carrier, your servants, your agents or sub-contractors and the vessel’s command as follows, and the following is therefore understood.

1. As owner/lessor of the Container(s), we hereby warrant and represent that the same has/have undergone an initial technical safety inspection and subsequent controls in compliance with the norms established by the Container Safety Convention (CSC). We warrant and represent that:

* 1. CSC validity of each Container will exceed 3 months at the time of provision to you

1.2. the Container(s) is operated under an Approved Continuous Examination Program (ACEP) of the exporter or owner/lessor.

1.3 the Container(s) comply with ISO standards, such as but not limited to handling, securing, stacking abilities, and any other applicable rules and regulations, conventions and, in any way, fully fit for the carriage by container ship.

1.4 the Container(s) adhere to security and/or customs sealing regulations of containers (TIR regulations)

2. We hereby undertake to indemnify you against any liability, loss, damage or expense of whatsoever nature that you may sustain (including but not limited to damage to vessel or other property on board, loss of life/personal injury) due to any breach of the above warranties and representations defined under clause 1 or in connection with the carriage by the Container(s) including but not limited to latent defect.

3. We also confirm that, neither you nor your agents or sub-contractors shall bear any responsibility for any loss or damage to the cargo loaded in the Container(s) whilst under your contractual custody provided such loss or damage is caused by our breach of the above warranties and representations or in connection with the carriage by the Container(s) including but not limited to latent defect

4. In the case of reefer/tank containers we further acknowledge that neither you nor your servants, 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 shall fall under our exclusive responsibility.

5. We confirm any matters not stipulated in this indemnity shall be settled in accordance with terms and conditions of ONE Bill of Lading and this indemnity shall not be adversely interpreted to the Carrier.

Yours faithfully

For and on behalf of

[*insert name of Requestor*]

The Requestor

…………………………………

Signature

Date:

Tittle: