OCEAN NETWORK EXPRESS

Dear Sirs,

Shipped Per M.S Voy No.

B/L No.

With reference to the abovementioned Bill(s) of Lading, we [INSERT REQUESTOR COMPANY NAME], request that you amend the Shipper's details on the Bill(s) of Lading as follows, and issue new Bill(s) of Lading with the new Shipper's details, as soon as we surrender the the full set of original Bill(s) of Lading to you.

|  |  |
| --- | --- |
| **Original details on B/L** | **To be amended to read** |
| **Reason of Amendment:** | |

We, [INSERT REQUESTOR COMPANY NANE] hereby confirm and warrant that

1. ***(This clause is applicable if the Requestor is the original Shipper. Otherwise, if the Requestor is NOT the original Shipper, delete this clause.)*** we have duly transferred the right of possession of the goods carried under the aforementioned Bill(s) of Lading to the new Shipper to be named in the amended Bill(s) of Lading;
2. our request to amend the Bills(s) of Lading as aforesaid does not contravene any customs processes, local and national legislation, sanctions, local tax and financial regulations in any and all relevant jurisdictions which you, the goods and/or the vessel may be connected with; and
3. our request to amend the Bill(s) of Lading as aforesaid is compliant with any and all customs processes, local and national legislation, sanctions, local tax and financial regulations in all relevant jurisdictions which you, the goods and/or the vessel may be connected with.

In the event of non compliance and/or breach of any of the above confirmations and warranties, whether in part or in whole, we hereby undertake and agree to indemnify you, your servants and agents fully and hold all you harmless against any and all loss, damage and expense, consequences and/or liabilities of any kind whatsoever directly or indirectly arising out of any non compliance and/or breach and/or failure to observe the above confirmations and warranties as provided by us herein, and immediately on demand against all payments made by you in respect of such loss, damage and expense, consequences and/or liabilities including costs between attorney and client and all or any sums demanded by you for the defence, handling and/or settlement of any proceedings brought against you, your servants and/or agents by reason of our non compliance and/or breach and/or failure to observe such confirmations and warranties.

In consideration of your compliance with our request above, we hereby further undertake and agree:

1. to indemnify you, your servants and agents fully and to hold all of you harmless against any and all loss, damage and expense, consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to your compliance with our request above, and immediately on demand against all payments made by you in respect of such loss, damage and expense, consequences and/or liabilities including costs between attorney and client and all or any sums demanded by you for the defence, handling and/or settlement of any proceedings brought against you, your servants and/or agents by reason of your compliance with our request above,
2. that if, in connection with your compliance with our request above, if the ship or any other ship or property in the same or associated ownership, management or control, or any other ship or property chartered, managed or operated by you should be arrested or detained or if the arrest or detention thereof should 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 ship's 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 expenses caused by such arrest or detention or threatened arrest or detention or such interference, whether or not the same may be justified, and
3. that we shall be the responsible party and assume all the obligations, responsibilities and liabilities of being the shipper for the entire shipment from the port of loading and/or place of receipt of cargo according to the aforesaid Bill(s) of Lading, to the port of discharge and/or place of delivery according to the aforesaid Bill(s) of Lading. We further agree to indemnify you, your servants and agents fully and to hold all of you harmless against all loss, damage and expense, consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to our responsibility as shipper for the entire carriage as stipulated herein, and immediately on demand against all payments made by you in respect of such loss, damage and expense, consequences and/or liabilities including costs between attorney and client and all or any sums demanded by you for the defence, handling and/or settlement of any proceedings brought against you, your servants and/or agents by reason of us being the responsible shipper under the aforesaid Bill(s) of Lading and/or the cargo being carried for the entire shipment under aforesaid Bill(s) of Lading.
4. that upon your demand to pay any freight and/or charges and/or General Average Contribution due on the goods shipped under the aforesaid Bill(s) of Lading to the extent that you may not have required any such freight, charges or Contribution to be paid prior to your releasing the goods shipped under the aforesaid Bill(s) of Lading (it being expressly agreed and understood that all lien shall subsist and be unaffected by the terms hereof).
5. that, if our above request was not accompanied by the surrender of the original full set of the Bill(s) of Lading, as soon as all original Bill(s) of lading shall have come into our possession, we will immediately deliver the same to you, or otherwise cause all original Bill(s) of Lading to be delivered to you.

We further undertake and agree that this indemnity shall be construed in accordance with Singapore law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Singapore High Court. 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,

Date

Signature………………………………………………………………………………

Name:

Title:

Company Name:

***(This Part is applicable if the Requestor is NOT the original Shipper but the original Shipper is approving the Requestor’s requested B/L amendments by countersigning this LOI. Otherwise, if the Requestor is the original Shipper, delete this clause)***

We, [INSERT DETAILS] hereby acknowledge and consent to the above amendment requested by the Requestor **[insert Requestor’s company name and Company Registration No.]**, and confirm that we have duly transferred the right of possession of the Goods carried under the aforementioned Bill(s) of Lading to the new Shipper to be named in the amended Bill(s) of Lading.

Date

Shipper’s

Signature…………………………………………………….

Name:

Title:

Bank Name