

Ref:

To: The MANAGER  
RHB BANK BERHAD  
SINGAPORE

Date:

**INDEMNITY FOR COUNTER-SIGNING OF SHIPPING GUARANTEE/LETTER OF INDEMNITY**

Dear Sirs

I/We hereby request you to counter-guarantee the Letter of Indemnity or Shipping Guarantee addressed to \_\_\_\_\_ to enable us to obtain the release of the following cargo for which the relative Bill of Lading or other document(s) of title has/have not yet arrived, namely:-

B/L No.	Marks	Quantity/Description of Goods	Shipped By	Port of Shipment	Port of Discharge

I/We warrant to you that all statements in the Letter of Indemnity or Shipping Guarantee are correct, that the approximate landed value of the goods is (amount) \_\_\_\_\_ that I am/we are the owner(s) of the goods in question, that they are not mortgaged, charged or pledged to any persons whatsoever. I/We enclose copy of the invoice and the Bill of Lading and/or other supporting documents relating to the goods.

In making this application for the release of goods under the said Letter of Indemnity or Shipping Guarantee, I/we authorise you:

- a) to  debit  earmark my/our account number \_\_\_\_\_ or earmark my/our trust receipt facility for the sum of \_\_\_\_\_ (words and figures) as security for the eventual release of the above-mentioned Letter of Indemnity or Shipping Guarantee,
- b) to effect payment of the relative bill on presentation even when documents contain discrepancies and/or there are differences in the quantity, quality or description of goods shipped to me/us,
- c) to debit my/our account without further notice to me/us in respect of any balance owing to you by me/us in connection with this item.

In consideration of your countersigning the said Letter of Indemnity or Shipping Guarantee I/we hereby agree:

- 1) that I/we will at all times indemnify and keep you indemnified and hold you harmless from and against all actions, suits, proceedings, claims, demands, costs (inclusive of legal costs on a solicitor and client basis) and expenses of every nature whatsoever or howsoever arising which you may incur or suffer in connection with your giving or joining in the said Letter of Indemnity or Shipping Guarantee or by reason of the incorrectness of any of the said warranties,
- 2) that I/we shall accept all documents presented and duly honour and discharge all drafts presented to me/us relative to the said goods notwithstanding any discrepancies contained in the documents,
- 3) that on the receipt of the Bill of Lading for the said goods I/we shall deliver the said Letter of Indemnity or Shipping Guarantee to you for cancellation,
- 4) that until the cancellation of the said Letter of Indemnity or Shipping Guarantee and until the due payment of all drafts relating to the said goods, the Bill of Lading if made out to me/us shall on receipt be endorsed to you and that in any event the said goods shall be received by me/us to hold the same and the proceeds thereof in trust on your behalf,

\* Select accordingly

Ref:

- 5) that should the said Letter of Indemnity or Shipping Guarantee not be released to you within two calendar months from the date of issue I/we shall pay you a commission at the rate ruling at the date of issue in accordance with your Tariff irrespective of whether the Bill of Lading is received through your Agency.

<b>BANK'S USE ONLY</b>		
SG Ref.		
No:.....		
Deposit		Approved
Earmark		
Date of Refund		

.....  
Authorised Signature(s) and Company Stamp (if Applicable)