

**LETTER OF INDEMNITY
FOR
THE SHIPMENT OF NON-HAZARDOUS / NON-CHEMICAL BULK LIQUID
IN FLEXITANK / CONTAINER(S)**

To: **Ocean Network Express (Perú) S.A.C.**

In consideration of your accepting for shipment of non-hazardous / non-chemical bulk liquid in flexitank / container (s) from time to time on your operated vessels and/or on your partners' operated vessel, we, **Shipper Name**, confirm and undertake as follows:

1. That you shall not be liable and we shall keep you harmless for any damage or contamination or loss howsoever caused to the non hazardous / non chemical bulk liquid in flexitank / container(s) and to the flexitank / container itself before loading, during loading, whilst on the vessel, during discharging and after discharging.
2. That in the event of any spillage / leakage, any lost of time spent in arranging for cleaning, in removing / cleaning the spillages / leakages, delays, waiting for berth, waiting for labour, etc, etc, shall be for our account and we undertake to pay the relevant amount of charter hire equivalent to the time lost and the value of bunker consumed during the time lost within 7 days of the date of your invoice.
3. That we [and not the shippers nor the consignees] shall be personally and fully responsible to you and to the vessel owners for any spillages / leakages from the flexitank / container(s).
4. That we shall be fully responsible for arranging the cleaning of the spillage, disposal of the spillages / leakages and shall bear all the costs of cleaning and disposal. If cleaning is carried out by vessel crew or by any other parties whatsoever, we shall be fully responsible for settling the costs within 7 days of the date of the invoice.
5. That we undertakes to indemnify and hold you harmless from all claims arising from the loss of the non hazardous / non chemical bulk liquid in flexitank / container(s) and from the damage / loss to the flexitank / container itself and from any claims arising from the spillages / leakages, including but not limited to contamination of other cargoes, containers, third party properties, and cleaning and disposal of the same.
6. That we shall be fully responsible for securing, lashing and dunnages of the non hazardous / non chemical bulk liquid in flexitank / container(s) and in this respect, we warrant that the securing/lashing/dunnages are sufficient and adequate for the non hazardous / non chemical bulk liquid in

flexitank / container(s) to be safely loaded, shipped and discharged.

7. That we shall be fully responsible for any damage/contamination/loss howsoever caused to the vessel, vessel equipments, cranes, other containers/cargoes (whether or not on board the vessel) and third party properties as a result of the loading, shipment and discharging of the non hazardous / non chemical bulk liquid in flexitank / container(s). We further warrant that the non hazardous / non chemical bulk liquid in flexitank / container(s) are not overweighed and are within the safe working load of vessel equipments and/or any equipments utilized for loading/discharging.
8. That if and when requested by you or by master of the vessel, we shall undertake to provide additional lashings, dunnages, locking devices, etc, to secure the non hazardous / non chemical bulk liquid in flexitank / container(s) on the vessel. Furthermore, if pad eyes are required to be welded on vessel decks or vessel holds, such materials and works shall be at our cost and time and we undertake to reimburse you for the cost of the materials, labour and value of time lost within 7 days of your invoice date. As soon as the non hazardous / non chemical bulk liquid in flexitank / container(s) are discharged, we shall arrange for the removal and cleaning of vessel holds and/or vessel decks of any spillages /leakages including the removal of pad eyes (if any) and disposal of the leakages / spillages at our cost. Alternatively, you reserve the option to arrange the removal and cleaning of vessel holds and/or vessel decks of any leakages / spillages including the removal of pad eyes (if any) and disposal of the leakages / spillages and we undertake to reimburse you for all costs incurred including labour and value of time lost within 7 days of your invoice date.
9. That we shall be fully responsible for all personal injuries or death howsoever resulting during loading, shipment and discharging of the non hazardous / non chemical bulk liquid in flexitank / container(s), whether or not whilst in your possession or custody and including any incident occurring during the cleaning of any leakages or spillages.
10. That your acceptance at our request of the non hazardous / non chemical bulk liquid in flexitank / containers do not absolve us from liability for any consequences arising therefrom and does not confer any liability upon you.
11. That in the event of any claim or action is brought against us by the shipper, consignee or other party whatsoever in respect of any damage or loss arising in connection with the non hazardous / non chemical bulk liquid in flexitank / container(s) and howsoever caused, including its leakage / spillages thereof, we shall not join you in any such proceedings.
12. That in the event trucking of the non hazardous / non chemical bulk liquid in flexitank / container(s) is required at the port of loading or at the transshipment port or at the port of discharge, the trucking shall be at our entire risk and responsibility and we shall indemnify and hold you

harmless from all claims for damage/contamination/loss howsoever caused resulting from the trucking of the non hazardous / non chemical bulk liquid in flexitank / container(s), including but not limited to all costs / expenses incurred in cleaning any leakages and spillages, damage / contamination / loss of other cargoes / containers / third party properties.

13. That we shall indemnify you fully and keep you harmless against all consequences, claims, costs, actions and liabilities whatsoever and howsoever arising directly or indirectly from the carriage of the non hazardous / non chemical bulk liquid in flexitank / container(s) as aforesaid, and in respect of those matters stated above and from any suit filed against you as sole defendant or co-defendant by the shipper, consignee or other party whatsoever in respect thereof, including all costs incurred by you as a result of such carriage or of the defence of any proceedings brought against you. Our indemnity aforesaid shall not be limited in any manner and shall apply whether the non hazardous / non chemical bulk liquid in flexitank / container(s) are on board, ashore or otherwise.
14. That if the vessel or other vessel 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 vessel 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.
15. That we confirmed that we are authorised for and on behalf of shippers or consignees or principals, as the case may be, to issue this letter of indemnity and in the event that the aforesaid shippers or consignees or principals disclaim such authorisation, we shall personally undertake to honour this letter of indemnity.
16. This letter of indemnity shall be regarded as a blanket letter of indemnity and shall validly apply to all shipments of non hazardous / non chemical bulk liquid in flexitank / container(s) on your operated vessels and on your partners' operated vessels.
17. This letter of indemnity shall be governed by English law and the English Court of Justice shall have jurisdiction over this letter of indemnity.

Yours faithfully,

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For and on behalf of
Shipper Name

Dated