Form No. 21SG

[***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***].

Dear Sir,

Ship: [***insert name of ship***]

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

Cargo: [***insert description of cargo***]

Booking Number: [***insert identification numbers*]**

We, [***insert name of requester***] have booked the above shipment to be carried under bill of lading by Ocean Network Express Pte. Ltd. (“ONE”) but we [***cannot submit all BL information by ONE’s deadline / have to amend content(s) of bill of lading information after ONE’s deadline***] for advanced manifest submission to the destination country(ies) and we hereby request you to accept such late submission or amendment of bill of lading information.

In consideration of your complying with our above request, we hereby agree as follows:

1. We shall reimburse ONE immediately for any fines and/or penalties issued by the relevant Customs Authority or any other government authority arising from or in connection with our request. Further, we hereby waive any argument that it was possible for ONE to complete customs submission after ONE’s internal deadline but before the deadline established by the Customs Authority or any other government authority.
2. We further undertake to indemnify, defend, and hold ONE, its servants and/or agents harmless against any claims whatsoever, liabilities, loss, damage, costs and expenses which ONE, its servants and/or agents may incur, suffer or be put to: (i) arising out of any act, negligence, omission that resulted or will result in any fine and/or penalty or as a result of complying with the above-mentioned request, and/or (ii) in any way related to the Cargo.
3. To indemnify, defend, and to hold ONE, its servants and/or agents harmless in respect of any liability, loss, damage or expense of whatsoever nature which ONE, its servants and/or agents may sustain by reason of complying with our request.
4. In the event of any proceedings being commenced against ONE or any of its servants and/or agents, in connection with your complying with our request as aforesaid, to provide ONE or them on demand with sufficient funds to defend the same.
5. 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.
6. This indemnity shall be governed by and construed in accordance with the laws of Singapore and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the Singapore Courts.

Yours faithfully,

For and on behalf of

[***insert name of Requestor***]

The Requestor

…………………………………

Signature

Date:

Title:

Company stamp: