To : Ocean Network Express Pte. Ltd.

Cc : Master of mv.

Fm: Booking party company

LETTER OF INDEMNITY FOR THE CONTAINER SHIPMENT OF FLEXITANK/FLEXIBAG

Dear Sirs,

We, the undersigned, wish to ship with Bengal Tiger Line Pte Ltd as carrier, a shipment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[full description of the cargo]* cargo liquids stuffed into flexitank or flexibag. We will enclose with the valid MSDS and the certified certificate for the flexitank/flexibag for carriage the above commodity prior shipment as declared for safe transportation as per International Standard.

In consideration of your complying with our above request, we hereby agree, undertake and warrant (on our behalf and on behalf of any party contracted with us or which shall perform on our part) as follows:

1. We (or any party on our behalf) shall check each flexitank or flexibag prior to its stuffing and shall ensure it is in good condition and order for filling of the designated cargo.
2. Any container which shall be used for the carriage of the cargo shall be checked on our behalf, to ensure that it is in intact condition, free of defect and suitable for flexitank or flexibag.
3. The stuffing and securing of the flexitank or flexibag shall be performed in full compliance with the Container Owners Association ([COA](http://www.containerownersassociation.org/)) Code of Practice for flexitank or flexibag and with the Manufacturer's Manuals for Flexitank or Flexibag (fitting, loading and discharging).
4. Only 20' containers shall be used for the carriage, and only one flexitank or one flexibag shall be stuffed in each container.
5. In case said documents are not provided prior to the booking of the shipment with Bengal Tiger Line Pte Ltd, it is agreed that the shipment will not be confirmed for booking by Bengal Tiger Line, and we shall have no claim in that respect to Bengal Tiger Line or its agents or servants.
6. [The carriage of hazardous cargoes is excluded]. If in your opinion or that of the Master or any of your employees, any loaded cargo becomes dangerous, inflammable, noxious, damaging or injurious it may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation to us and without any liability on your part to make any General Average contribution in respect of such cargo. We shall indemnify you, your servants and agents against all loss, damage or costs and expense arising out of such action taken by you.
7. We undertake to accept full and unlimited responsibility and to indemnify you, your servants and agents and to hold all of you harmless from any liability, loss, damage or expense of whatsoever nature including but not limited to loss, damage, damage to the vessel, damage to other cargo, demurrage, costs or expenses in connection with the shipment of the flexitank or flexibag, and further agree to hold harmless and indemnify Bengal Tiger Line Pte Ltd from any claims and/or damages caused thereby to or in connection with the shipment, including to third parties.
8. If in respect of any claim or matter for which we are obliged to indemnify you in accordance with the terms of this letter, the vessel or any other vessel or property should be arrested or detained or if the arrest or detention thereof should be threatened, we will 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 indemnify you in respect of any loss, damage or expenses caused by such arrest or detention, whether or not the same may be justified.
9. We shall arrange and maintain adequate insurance for all potential liabilities undertaken for the shipment, including those which are the responsibility of cargo owners or other parties who install the flexitank or flexibag inside the container and/or load cargoes into the flexitank or flexibag, for not less than US$ 1 million, placed with first class insurer.
10. 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 upon this indemnity.
11. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the English High Court.

In witness whereof, the undersigned has caused this instrument to be executed on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Company] with corporate domicile at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with fiscal identification number \_\_\_\_\_\_\_\_\_\_\_, with Mr./Mrs.\_\_\_\_\_\_\_\_\_\_\_, title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting in its name and on its behalf

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature and Company Stamp]