STANDARD FORM UNDERTAKING TO BE GIVEN BY CARGO OWNERS IN RETURN FOR AMENDING THE BILLS OF LADING

To: KAWASAKI KISEN KAISHA, LTD.

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

S.S./M/V\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Voy .\_\_\_\_\_\_\_\_\_\_\_\_\_.

Loading Port: Place of Receipt: Discharge Port: Place of Delivery:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| B/L No | Mark & Nos. | No.of Packages | Description of Cargo | Shippers | Remarks |
|  |  |  |  |  |  |

We,*[insert name of party requesting the amendment of the Bill(s) of Lading]*, produce the Bill(s) of Lading and hereby request you to amend them as follows;-

|  |  |
| --- | --- |
| Originally made out | To be amended to read |
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|  |  |

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

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of amending the Bill(s) of Lading in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the amendment of the Bill(s) of Lading as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the amendment of the Bill(s) of Lading as aforesaid, the Vessel, or any other vessel or property in the same or associated ownership, management or control, or any vessel or property in your ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the Vessel or such other vessels or property (whether by virtue of a caveat being entered on the Vessel’s or such other vessel’s registry or otherwise howsoever):
4. 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 the Vessel or such other vessel or property or to remove such interference;
5. if you have already provided security, to provide on demand equivalent substitute or counter security, whether or not you have made any prior demand upon us and whether or not such security exceeds the value of the Vessel or such other vessel, and
6. to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest of detention or threatened arrest or detention or such interference may be justified
7. 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.
8. This indemnity shall be governed by and construed in accordance with Japanese law and each and every person liable under this indemnity submits to the jurisdiction of the Tokyo District Court or any other court as you may elect.

Yours faithfully,



Requestor (Signature) Requestor (Printed Name and Title/Company Stamp)