**LETTER OF APPLICATION FOR ISSUING SEA WAYBILL**

To: China United Lines, a joint service consisting of China United Lines Ltd., C. U. Lines Limited, CU LINES PTE. LTD. and/or your servants/offices/agents and/or the vessel owner/ provider/ operator.

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| Vessel:  | Voyage:  |
| Sea Waybill No.:  | Container No.:  |
| Shipper:  | Consignee:  |
| POL:  | POD:  |
| Description of Goods: |

In order to deliver the shipment and quickly, we [insert name of applicant] hereby apply for your issuance of Sea Waybill for shipments under above mentioned booking, and your delivery of the shipments to the designated consignee.

In compliance with our request above, we unconditionally and irrevocably undertake and/or agree as follows:

1. Our application for your company’s issuance of Sea Waybill as the shipper/booking party is expression of our real intention, or has been fully authorized by the named shipper under the Sea Waybill /the actual shipper.
2. We undertake to pay the prepaid freight, storage fee, container demurrage fee and other costs incurred at loading port to be paid to the carrier before Sea Waybill is issued or to perform the payment according to the agreement signed between the carrier or the agent of the carrier with the Merchant. We undertake to pay ocean freight collected and the other costs incurred at discharging port to be paid the carrier before taking delivery of the cargo in case the consignee refuses to pay the same.
3. If the ocean freight and all the costs to be paid to the carrier have not been paid in full, the carrier can refuse to issue Sea Waybill and any other shipping documents and can have a lien on any cargo of our company. And we undertake to indemnify the Carrier, the Servants and agents of the Carrier against any liability, damage, loss and expense incurred.
4. The carrier is entitled to terminate unilaterally issuing Sea Waybill to our company at any time if the ocean freight and any other costs to be paid to the carrier have not been paid as agreed.
5. **We have known, fully understood and accept all the Terms and Conditions of the Carrier’s Bill of Lading,** and further confirm that our above requested will not do harm to the rights of the Carrier and the Carrier’s agents under this Sea Waybill. In case of any inconsistency between this letter of application and the Terms and Conditions of Carrier’s Bill of Lading, the Terms and Conditions of the Carrier’s Bill of Lading shall prevail. Also, we confirm that the Terms and Conditions of Carrier’s Bill of Lading is applicable on the Sea Waybill and the Sea Waybill is governed by the Terms and Conditions of Carrier’s Bill of Lading.
6. We agree to be liable for any loss of or damage to the container equipment provided or arranged by the carrier under control or custody by the Merchant.
7. We agree to take any liabilities or risks arising from the request of such operation, issuance and arrangement, and voluntarily and unconditionally undertake to indemnify your company for all costs and losses suffered as a result. And we expressly agree and understand that once the carrier issued the Sea Waybill, the goods will be delivered to the named consignee upon arrival without presence of the original Sea Waybill.
8. If there is any subsequent request to cancel the operation of the Sea Waybill, the carrier does not guarantee that it can perform according to the requirements. The delivery of the goods to the named consignee shall be deemed that the carrier has fulfilled the obligation of correct delivery, and any responsibility, risk and expense arising therefrom shall be borne by the applicant.
9. If the named consignee is not available or reject or is not able to take delivery of the shipment in 60 days from the day when the shipment was discharged in discharging port, we agree that you could sell or dispose the shipment in any time and we will indemnify and hold the carrier harmless for any liability and cost and expense for the sale or disposal, including but not limited to the freight, demurrage and detention charges as per you published. However, this does not constitute the obligation of the carrier. No matter for any reason, if the carrier does not or cannot sell or dispose the goods, the undersigned will unarguable bear all the losses and expenses, including but not limited to the storage, demurrage and detention, cargo handling charges, etc.
10. This letter of application shall be governed by and construed in accordance with laws of P.R. China and each and every person liable under this indemnity shall be at your request submit to the jurisdiction of Shanghai Maritime Court of P. R. China.
11. In consideration of the convenience of our operation at POL and/or POD, we hereby confirm that all scanned copies of letters of application, guarantee, indemnify, confirmation, explanation and other documents sent by the following e-mail suffix of our company [insert email suffix] to you, your servants and agents have the same legal effect of stamped original ones.
12. We further confirm that the e-mail and its attachments sent by the e-mail address with the above-mentioned e-mail suffix shall be deemed that the sender has been fully authorized by our company to send the letter on our behalf.

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| Shipper (Signature/Seal) | Booking Party (Signature/Seal) *if any* |
| Shipper:  | Booking Party:  |
| Address:  | Address:  |
| Contacts:  | Contacts:  |
| Email/Telephone:  | Email/Telephone:  |
| Date:  | Date:  |