**LETTER OF INDEMNITY FOR SOC**

To: China United Lines, a joint service consisting of China United Lines Ltd., CU Lines Vietnam Co., Ltd., C.U. Lines Limited and/or your servants/offices/agents and/or the vessel owner/ provider/ operator ( [hereinafter](javascript:;) [referred](javascript:;) [to](javascript:;) [as](javascript:;) CULINES)

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

We, , the undersigned company, on our behalf and on behalf of Merchant of Bill of Lading, hereby request CULINES to accept our Shipment to be carried/transported by Shipper’s Own Container (SOC) and we hereby issue this Letter of Indemnity to CULINES in return.

This Letter of Indemnity is valid for all bookings placed with your good company within a period of months/years ending on (date/month/year). We will provide you in writing with container number, container type and weight information for each shipment.

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

1. For the purpose hereof SOC means a container used for the carriage of cargo owned, leased or otherwise used and operated by us and carried by CULINES as part of any contract of carriage of cargo. We shall take the responsibility to pay or reimburse including but not limited to all rental, repair charges or on-hire/off-hire charges which might result from the use of the SOC.
2. We declare and certify that our SOC is (are) attached with CSC-Plates and meets all applicable IMO Container Safety Convention, ISO and/or other applicable national or international safety standards (“the Applicable Rule”) and is fit in all respects for carriage of the Goods by the CULINES.
3. We guarantee that all SOC so presented have undergone inspection in compliance with The International Conventions for Safe Containers (CSC), and will in all aspects comply with any other similar reference applying in the country of loading and/or destination.
4. We guarantee that the size of our SOC shall conform with gauge of ISO standard dimensions. With the conditions that our SOC is (are) out of gauge or attached any extra parts or removable objects, we are obligated to notify you in writing in advance and undertake the extra parts or removable objects are remarked properly and free from any suspicious of safety issue, and assume the extra cost generated by the event(s) hereto.
5. We guarantee that we shall dispatch the SOC to assigned depot and/or terminal and provide related documents as required to your port of loading agent/office in timely manner and we shall undertake the liability of inability/falling to furnish the necessary documents/ information.
6. We guarantee that the SOC is (are) to be shipped and carried at our request, risk, cost, responsibility and you may discharge the SOC at any port if it is unsuitability for carriage by Sea and we would undertake all the cost, expenses and charges thereof.
7. We guarantee that you shall not undertake any liabilities in case of container normal wear and tear, loss or damage caused by hidden damage, old damage related or attributable to fatigue or inherent vice. In respect of any loss or damage to the SOC for which CULINES may be found or held liable, it is hereby agreed that the SOC is deemed to form part of the cargo description in the relevant CULINES bill of Lading or other transport document, and accordingly any such liability will be subject to the same defenses, exemptions, exclusions and limitations of liability as apply to the cargo itself.
8. We guarantee that we shall comply with any local rules and regulations which regulate the SOC have to be re-exported within the time limitation after the SOC been discharged from carried vessel. We also guarantee that we will not return the SOC to your terminals and/or depots, for the chassis that are owned, leased or operated by CULINES, we shall return it to your assigned terminals and/or depots.
9. In case of any SOC is Refrigerated Container, the followings shall apply:
   1. We hereby acknowledge that neither CULINES nor any of its employees, servants, agents and/or sub-contractors are in any way responsible for the technical condition of such containers. We hereby undertake the correct and suitable pre-setting of such SOC(s), and the continuing functioning of them and their machinery of whatsoever nature will be our responsibility.
   2. We hereby acknowledge that you may, in your sole discretion, attempt, but shall not be obligated to, carry out repairs to such SOC. Such repair will be at our own risk and expenses and we will indemnify and hold you harmless against any liability, cost and/or expense directly or indirectly arising from such repairs or any damage (no matter direct or indirect) arising out of the SOC and the goods contained therein.
10. We hereby warrant and guarantee that the SOC involved and the cargoes in the container ( if any) does(do) not belong to any designated individual/entity listed on any sanction blacklist of EU, UN, UK, and US OFAC, nor belong to any entity 50% or more in the aggregate owned, directly or indirectly, by one or more blocked persons. We warrant and guarantee to follow CULINES’s instruction that NOT provide, directly or indirectly, the container with prefix **TDIU, HDXU, IRSU, BANU, FURU, ALXU, XBIU, SBAU, AGIU, KGNU, PESU, XANU and FMCU** which may belong to Iranian entities - whether full or empty - on-board of any vessels owned or operated by CULINES or on CULINES service. Should there be any change in terms of container’s ownership structure, we shall inform CULINES immediately.
11. We hereby undertake to indemnify and hold CULINES fully harmless against any claims, liability loss, damage fines, taxes, penalties, charges, costs and expenses whatsoever arising as a consequence of any breach of our undertakings in this Letter of Indemnity including but not limited to the court cost and the counsel fee.
12. 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.
13. 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.

14.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.

BY:

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| --- | --- |
| COMPANY'S NAME (SEAL): | |
| COMPANY'S ADDRESS: | |
| NAME: | |
| SIGNATURE: | DAY/MONTH/YEAR: |