**LETTER OF APPLICATION FOR TELEX RELEASE**

**To:** China United Lines, a joint service consisting of China United Lines Ltd., CU Lines Vietnam Co., Ltd. and/or your servants/offices/agents and/or the vessel owner/ provider/ operator.

[ ] This Letter of Indemnity will apply to All our shipments from the date hereof and we will provide you in writing with cargo information for each shipment.

[ ] This Letter of Indemnity will apply to following shipment:

Vessel / Voyage : Bill of Lading No.:

Port of loading : Port of discharge:

Shipper :

Consignee :

Notify Party(N/P) Contact Details:

Container No./ Goods Description:

Dear Sir/ Madam,

**Sub: Request for Long Term Telex-Release Cargo without the surrender of Original Bill of Lading**

We， 【】，the shipper of the captioned shipment(s), hereby request you to release cargo(s) at the destination(s) to the consignee(s) ordered by us by way of without the surrender of Original Bill(s) of Lading.

We fully understand and accept that such request is solely for our benefit and convenience and also understand and accept all the risks which may arise from such release, including but not limited to all the commercial disputes or wrongful delivery of cargo to the named party which you normally can be protected by releasing the cargo upon production of the original bill of lading.

We, in consideration of you/ your agent agreeing to comply with our above request(s), do hereby undertake and warrant to have duly endorsed full set (3/3) of the subject Original Bill(s) of Lading which we will surrender to you.

We do hereby confirm that the value of the cargo(s) above referred, has been fully received as per terms of sales agreed between the seller(s) and the buyer(s).

To bring more transparency and legality to this agreement, we confirm that the correspondence/ e-mail, requesting telex release under and/or relating to this indemnity letter, shall be copied to the consignee, notified party and/or any other agent.

In consideration of your complying with our above request(s), 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 (including but not limited to all legal costs) of whatsoever nature which you may sustain by reason of delivering the cargo(s) in accordance with our requests.
2. To refrain from commencing legal proceedings or arbitration or whatsoever against you for delivering the cargo to any third parties once shipment arrival notice has been duly issued to the Notify Party pursuant to any local practice and regulation applicable at the discharge port. In the event of any proceedings being commenced against you in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If we have issued our own house bill of lading in the capacity of a Non-Vessel Operating Common Carrier (“NVOCC”) or freight forwarder, we warrant that all original house bills of lading for the above cargo shall be surrendered to us before releasing cargo.
4. Not to contest the enforceability and/or validity of any terms and conditions contained or incorporated in the bill of lading issued, or deemed to be issued, by you to us, including, but not limited to, the law and jurisdiction clause.
5. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated 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 (whether by virtue of a caveat being entered on the ship’s registry or otherwise howsoever), 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 such ship or property or to remove such interference and 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 or detention or threatened arrest or detention or such interference may be justified.
6. This Letter of Indemnity and consequent release of express BL release/ cargo release can be treated as our release of original BL and endorsement on the same and we will not raise any claim or/and dispute with regard to any blank endorsement in the Bill of Lading in future.
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 the laws of P. R. China and each and every person liable under this indemnity shall, at your request submit to the jurisdiction of the Courts of People’s Republic of China.

Yours faithfully

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| B/L SHIPPER (Signature/Seal) | Booking Party(Signature/Seal) *if any* |
| B/L Shipper: | Booking Party: |
| Address: | Address: |
| Contacts: | Contacts: |
| Email/telephone: | Email/telephone: |
| Date: | Date: |