

## ISSUANCE OF DUPLICATE BILL OF LADING IN CASE ORIGINAL LOST

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"To the Owners and/or Charterers and/or operators and/or carrier and/or Agents and Masters of t.s/m.s."

In consideration of your issuing at my/our request a duplicate set of Bills of Lading for the goods mentioned below, viz.:

Goods: .....

No. of pkgs.: .....

Description: .....

Marks: .....

Bill of lading or other contract of carriage: .....

due to the fact that the original set has been lost I/we hereby agree and undertake to indemnify you and each of you from all consequences of so doing, and I/we undertake to hold you and each of you harmless and indemnified against any claims, liability, losses, costs, charges, fine damages and expenses (including any kind of legal expense) arising from in consequence of or in any way connected to anybody claiming delivery of the goods as owner or assignee or as the holder of any Bill of Lading originally issued for these goods.

1. In this connection I/we especially undertake to hold you and each of you harmless and indemnified against any loss on account of differences in rate of exchange or depreciation of currency and/or depreciation of value and/or loss caused by currency restrictions or exchange restrictions issued by any authority.

Furthermore, I/we undertake to produce and deliver to you or each of you not only the duplicate set of Bills of Lading, but also all Bills of Lading which were originally issued if these should later on be found.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.
3. If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.

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4. As soon as all original Bills of Lading for the above goods shall have arrived and/or come into our possession, to produce and deliver the same to you whereupon our liability hereunder shall cease.
5. 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.
6. This indemnity shall be 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 High Court of Justice of England. (This clause may be amended to show another jurisdiction where appropriate).
7. Where this indemnity has been joined in and countersigned by a bank, the issuer and the bank shall be jointly and severally liable hereunder.

Signature .....

We hereby join in the foregoing undertaking:

Signature of the bank ....."