**LETTER OF INDEMNITY**

Date of issuance: DD/MM/YYYY

From: (We, Us, Our)

*[Insert full company name, address of registered office]*

Duly represented by:

*[insert name of representative]*

**To: [insert name of the carrier issuing the B/L : CMA CGM SA, CMA CGM AS; ANL….] (Carrier, You, Your)**

**C/O Messrs………as agents of [insert name of the carrier CMA CGM SA, CMA CGM AS, ANL….]**

M.S………………………………

POD…………………………… FPD………………………..

B/L N° ……………………… (the "**Bills of Lading**")

Goods Description …………………. (the "**Goods**")

Dear Sirs,

The Goods will be shipped by Messrs [insert name of shipper]………………………. and consigned to Messrs [insert name of consignee]……………… and in consideration of You accepting carriage of the Goods, in our capacity as [shipper / consignee (delete as appropriate)] of the Goods:

1. We hereby declare and certify that:
2. the Goods are fit for ocean carriage and can safely be carried by You in the type of Container Transport Unit (dry, reefer or other) chosen by Us;
3. the State of Charge (SoC) of any battery(ies) inside the Goods at the time of stuffing the Container Transport Unit has been adjusted to allow their safe carriage for the duration of the sea voyage;
4. the Goods including any batteries inside are capable of safely withstanding elevated temperatures which We recognise may exceed 60°C or 140°F during long periods of time;
5. the Goods are undamaged, have not been involved in any sort of accident, were manufactured less than 7 years ago and any battery(ies) inside the Goods are both free from defect and less than 7 years old;
6. the goods is not second hand and it is not damaged.

and

1. We hereby agree and undertake that:
2. We will indemnify and hold harmless the Carrier as well as its underwriters, subsidiaries, agencies, sub-contractors and all their representative directors and employees for all losses, claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with any failure to comply with any of the terms of article 1 above and/or more generally arising out of the carriage of the Goods;
3. Our obligations and those of each and every person/entity under this indemnity including any of our affiliates shall be irrevocable and unconditional in any and all circumstances and shall not be subject to any reduction, offset, deduction, or allegation of counterclaim or stay of execution for any reason whatsoever.

We confirm having read and accepted without reservation the terms and conditions of the CMA CGM bill of lading which are located on the CMA CGM Web site at the following address <http://www.cma-cgm.com/products-services/shipping-guide/bl-clauses> and that the carriage of the Goods shall be subject to those terms and conditions including, but not limited to, any rights, defences, exceptions, limitations and liberties of the Carrier contained therein.

We confirm that no statement relating to the contents, quality, description, cargo custom’s reference or value of the Goods shall increase your liabilities or responsibilities under the Bills of Lading nor exempt or limit in any way Our responsibilities and liabilities to You nor those of any party liable under this letter of indemnity.

This letter of indemnity shall be governed by and construed in accordance with French law and each and every person liable hereunder shall submit to the exclusive jurisdiction of the Tribunal de commerce of Marseille, France. Notwithstanding the foregoing, We agree that You shall also be entitled to institute proceedings against any person liable hereunder in the courts having jurisdiction in the place where any person liable hereunder has its registered office.

Yours sincerely,

Signature of Authorised Signatory Company Official Stamp

Full Name of Authorised Signatory