

Subject: LETTER OF INDEMNITY FOR LOADINGS IN FLEXI

To:
Vessel Name:
Voyage
POL & POD.
CARGO:
CONTAINER NO:
REF NO:

In consideration of your compliance with our above request, we hereby agree as follows:

1. To comply with the Code of Practice for flexi tank operators published by the Container Owners Association (COA).
2. To arrange adequate liability insurance for all risks which fall within the responsibility of cargo Owners or other parties who install the flexi bag inside the container and load cargoes into the flexi bag. A copy of such insurance policy will be produced to you upon request.
3. If in your opinion or of the master or any of your employees, the cargo becomes dangerous, inflammable, obnoxious, damaging or injurious it may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation to us and without any liability on your part to make any General Average contribution in respect of such cargo. We shall indemnify you, your servants and agents against all loss, damage or costs and expense arising out of such action taken by you.
4. To indemnify you, your servants, agents and subcontractors fully and to hold all of you harmless for all losses, damage or expense of whatsoever nature, consequences and/or liabilities of any kind which you may sustain arising from or relating to your compliance with our above request including but not limited to costs and expenses that you may incur for cleaning up leakages and/or repairs to the supplied container(s) and/or damages to the vessel or other cargo, howsoever caused.
5. In the event of any proceedings being commenced against you or any of our servants, agents, or subcontractors in connection with the carriage of the container(s) as above, we provide you or them on first demand with sufficient funds including but not limited to the defence and handling and/or settlement of proceedings.
6. If, in connection with your compliance with our request above, if the Vessel or any other vessel or property in the same or associated ownership, management or control, or any other ship or property chartered, managed or operated by you or any vessel carrying this shipment should be arrested or detained or if the arrest or detention thereof should 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 expenses caused by such arrest or detention or threatened arrest or detention or such interference, whether or not the same may be justified.

7. The obligations under this indemnity shall be irrevocable and unconditional under whatsoever circumstances howsoever caused and our indemnity and/or payment hereunder shall not be subject to any counterclaim, deduction or pardon. 8. This indemnity shall be governed by and 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 English High Court

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For and on behalf of

(Name of the Signatory and the designation)