

To: **China Construction Bank (Asia) Corporation Limited**

LETTER OF INDEMNITY

(for Shipping Side Bond)

Date: _____

In consideration of your issuance of a letter of indemnity (“**Indemnity**”) or to endorse the relative Parcel Post Receipt/Air Waybill for the purpose of enabling us to take delivery of the goods, particulars of which are set out in the Schedule hereto (the “**Goods**”), without production of the relative documents of title, the undersigned hereby agrees to indemnify you, your branches, offices, correspondents and/or agents and keep you, your branches, offices, correspondents and/or agents fully indemnified against all actions, claims, demands and proceedings and against all costs, payments, bankers’ charges, damages, expenses (including legal fees and out-of-pocket expenses on a full indemnity basis), liabilities and losses of whatever nature, that may be taken, made or threatened against or sustained, suffered, incurred or paid by you or any of them in connection with or arising out of your issuance of this Indemnity.

The undersigned confirms that no other bank is involved in this transaction and that it is expected the Bills of Lading or other documents of title to the Goods will either be received by you in due course or will be sent to you by the undersigned forthwith upon receipt by the undersigned if sent to the undersigned direct by the shipper. The undersigned also agrees to keep the cargo fully insured and will furnish proof of this at any time, if requested to do so by you.

Against issuance of this Indemnity or endorsement of the Air Waybill/Parcel Post Receipt, you are hereby authorised to honour any draft drawn under any letter of credit relating to the Goods, notwithstanding the absence of required accompanying documents or any defects in accompanying documents and the undersigned shall, on the due date, honour by acceptance and/or by payment and discharge in full all drafts relating to the Goods, whether presented to the undersigned by you or by any other party, and notwithstanding any discrepancies which may appear in the accompanying or relevant documents, and even if any of the Goods are unacceptable to the undersigned for any reason whatsoever. The undersigned understands that you will not examine the documents when received and the undersigned will accept all document as presented unconditionally notwithstanding any discrepancies thereof.

The liabilities of the undersigned herein shall also be subject to the terms and conditions set out in the General Agreement by Customer(s) signed by the undersigned to you.

This Indemnity is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region. The undersigned irrevocably submits to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but this Indemnity may be enforced in the Courts of any competent jurisdiction.

If there is more than one signatory to this Indemnity, the liability and obligations of each of them are joint and several and none of such persons shall be released from liability hereunder by reason of the Indemnity being amended or varied or ceasing to be binding as a continuing obligation (for whatever reason) on any other or others of them.

Marks and Nos. :
Description of Goods :
Quantity :
Shipper :
Consignee :
[B/L][AWB] No. :
Vessel Name & Voyage No./Flight No. :
Value :
Under L/C No. :

S.V.

Authorized Signature (s) and Company Chop

FOR BANK USE ONLY		
AML Hot List Checked	Performed By	Shipside Bond No.

116 (5/08)