

**LETTER OF INDEMNITY FOR NON-QUANTITATIVE CLAUSES
WHICH DO NOT AFFECT THE VALUE OF MERCHANDISE**

REFERENCES:

Shipment (description of the merchandise)

per steamship/motor vessel which left the port of

on bound for

covered by B/L N°

The undersigned

(surname, christian names or firm and domicile)

having learnt that the Mate's Receipt bears the restrictive clause:

..... (exact wording of the clause)

formally assure(s) herein that the restrictive clause does not correspond to any less-value of the above mentioned merchandise, and invite(s) the Master to abstain from inserting the said restrictive clause in the Bills of Lading.

In accordance with the above request, the **undersigned party/parties** hereby undertake(s):

1. To indemnify the shipping company/master/agent against all liability for loss and/or damage, and against all direct and indirect consequences to the extent that these might arise from the non-insertion of the above-mentioned clause/ clauses in the Bill of Lading.
2. At the request of the shipping company/master/agent, to intervene in the settlement of each claim for damages against the shipping company/master/agent, lodged by any party that claims entitlement thereto, irrespective of whether such claim is founded or not, and to indemnify the shipping company/master/agent against all possible disadvantageous consequences and costs.
3. On presentation of the relevant supporting documents, to repay all fines, court expenses, lawyer's fees and all costs of any kind whatsoever, and also to stand guarantor so as to enable such costs to be paid, should any court or arbitration procedure be started against the shipping company/master/agent in direct or indirect relation to the condition of the goods.
4. In case of a conservatory arrest of a ship owned or used by the shipping company/master/agent for reasons directly related to the issuing of Bills of Lading without the above-mentioned clause/clauses, to put up a sufficient guarantee to prevent such arrest or obtain release from it, and to bear all the costs resulting from such arrest.

The **Agent of the ship**, holder of the present Letter of Indemnity, binds himself to request the shipowners:

1. to notify the undersigned of any reservation or complaint on the part of the receiver who is the holder of the Bill of Lading, giving rise to a claim under the conditions of this letter of indemnity;
2. to abstain from any settlement without previous advice notified in good time to the undersigned.

This binding engagement is valid for a period of 14 months as from the date of delivery of the merchandise to the holder of the Bill of Lading, such period, however, may not be inferior to any time-limit of any nature whatsoever as may be in force in the country of discharge, increased by two months, the whole without prejudice to the suspension of the legal period of the time-limit.

All disputes arising from or relating to this letter of indemnity shall be definitively settled in accordance with the Arbitration Procedure Regulation jointly accepted by the ASV (Antwerp Shipping Federation) and VEA (Antwerp Freight Forwarding, Logistic and Works' Agents Association). This letter of indemnity signifies acceptance of an arbitration procedure. The signatories to this letter of indemnity hereby declare that they agree to the Arbitration Procedure Regulation, as being applicable to them.

The undersigned certify(ies) that they/he hold(s) the necessary power of attorney to that effect.

The use of this letter of indemnity is limited to members of the respective professional associations.