

LETTER OF INDEMNITY [to be issued on Shipper's letter head]

Date of issuance:

Place of issuance:

To :CMA CGM S.A
4 Quai d'Arenc
13002 Marseille France

B(s)/L number:

Container(s) number:

Marks & Number of package:

Cargo's description:

Vessel:

Voyage number:

Port of Loading:

Port of Discharge:

Dear Sirs,

The above cargo will be shipped on the above Vessel by [*Shipper's name and full contact details*] and consigned to [*Consignee's name and full contact details*]

In consideration of your acceptance to carry the above mentioned container within the said equipment for the purpose of carryingunder our sole responsibility as per the terms commercially agreed between your company and ours at the time of the booking, we hereby undertake as follows:

- To strictly comply with the Container Owner Association (COA) Recommended Code of Practice for Flexitanks.
- To insure our shipment and provide you with a copy of the corresponding liability insurance certificate and policy
- To strictly agree on the entire and full terms of CMA CGM's Bill of Lading without any reserves.
- Upon your first demand and unconditionally :
 - To indemnify you against any damages and/or losses that may be sustained by the containers / equipments
 - To pay for the repair costs / replacement values ascertained by you.

The repair costs will be deemed accepted upon provision of the Estimate Repairs Form issued by your Depots / Company. The replacement values will be deemed accepted upon provision of the Depreciated Value issued by your Company.

- To fully indemnify you, your underwriters, agencies, sub agencies, servants, sub contractors, all their directors and employees, all their operators, the Vessels, her owners, operators, charterers, carriers, underwriters, master and crew in respect of any liability, loss, injury, damage, fine, claim, legal action of whatsoever nature whether direct or indirect which you, your underwriters, agencies, sub agencies, servants, sub contractors, all their directors and employees, all their operators, the Vessels, her owners, operators, charterers, carriers, underwriters, master and crew, may sustain as a result of our cargo and/or flexitanks.

Our obligations under this letter of indemnity shall be irrevocable and unconditional under any and all circumstances and shall not be subject to any deduction, offset, for any reason whatsoever.

This letter of indemnity is governed by CMA CGM's Bill of Lading terms and conditions which may be amended from time to time and are available at any of CMA CGM's Agents worldwide and on CMA CGM's website (www.cma-cgm.com).

This letter of indemnity shall be covered and construed in accordance with the Law and Jurisdiction as set forth in our Bill of Lading terms and conditions.

Company name:
Signatory name:
Signatory position / title:
Company Stamp: