[insert Shipper Letterhead]

[insert date]

To :

Dear Sirs,

**RE : ACCEPTANCE OF LOADING OF FLEXI TANK**

Vessel / Voy No. : [insert vessel name and voyage no.]

Container No. : [insert ctnr no.]

Port of Loading : [insert load port as stated in the BL]

Port of Discharge : [insert dischage port as stated in the BL]

Commodity : [insert description of cargo]

We hereby request you to kindly permit loading of the captioned shipment. In compliance with our request to accept the subject container for loading on board the captioned vessel, we unconditionally and irrevocably undertake and/or agree as follows:

1. To indemnify you, your employees and agents and to hold all of you harmless in respect of any costs, expenses and/or charges incurred in the event of any leakage of cargo.

2. To indemnify you, your employees and agents and to hold all of you harmless for any liability, loss or damage of whatsoever nature sustained to other cargo interests, and/or vessel, port facilities etc, if any, due to the captioned shipment.

3. On the basis that shipment being based on our load, stow and count, we shall hold all of you harmless for any risk, liability and responsibility in respect to any claim on the condition, stow and quantity of the cargo within.

4. In the event of any proceedings being commenced against you or any of your employees or agents in connection with the damage to the cargo as aforesaid, to provide you or them from time to time with sufficient funds to defend the same.

5. If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such a person is party to or liable under this indemnity.

7. This indemnity shall be valid and effective from the date wherein this indemnity is hereinabove dated and shall expire one (1) year after the cargo interest has taken delivery of the captioned shipment.

8. This indemnity shall be governed and construed in accordance with laws of Singapore and each and every person liable under this indemnity shall submit to the sole jurisdiction of the Supreme Court of Singapore.

Yours faithfully,

For [insert shipper company name]

[insert authorised signatory’s name & position]

[Company Stamp]