

LETTER OF UNDERTAKING

To : **KONG HING AGENCY LTD.**

AS AGENTS FOR. **HEUNG-A SHIPPING COMPANY LIMITED**

m/s./v. Voyage No. Bill(s) of Lading No.

B/L Date..... Shipper

Consignee.....Port of Shipment

Destination.....Port of Discharge

Container Nos./Marks & Nos.	Number of Packages	Description of Goods
Total Number of Containers or Packages (in words):		

Gentlemen:

In consideration of your agreement to release to us or to our order the consignment specified above of which we are the sole lawful owners, without production of the original bill(s) of lading covering same which are not yet in our possession, we hereby agree and undertake towards you and any of you as follows:

- We shall pay and reimburse you all sums, costs, charges, damages and expenses of any kind of nature whatsoever which you or any of you may pay, sustain, incur or be put to as a result of or arising out of your releasing said consignment to us without presentation of the said bill(s) of lading.*
- Without derogating from the provisions of paragraph I hereof, we shall fully indemnify you or any of you against any demands and/or claims whatsoever which may arise or may be presented against you or any of you by the shipper and/or anyone purporting to be the owner and/or consignee of the said consignment and/or by their forwarders and/or by any third person claiming any rights in respect of or relating to the said consignment released to us without presentation of the said bill(s) of lading.*
- We shall effect any payments due by us hereunder forthwith upon your first written demand. These include, but not limited to, container(s) detention charge, and depreciated value of container(s) if they are not returned to you within a reasonable time.*

Without derogating from our undertaking hereinabove contained, we undertake to present to you, within 30(thirty) days from the date hereof, the original bill(s) of lading duly completed and endorsed.

It is expressly understood that, notwithstanding that the said consignment will be released by you without presentation of bill(s) of lading, the terms of the bill(s) of lading will remain in full force and effect.

Yours faithfully,

Date:

.....
Party claiming right of delivery

We, the undersigned, Bank, hereby accept full responsibility, jointly and severally with signatory of the above letter of undertaking, for all the undertakings of the said signatory in the above letter of undertaking.

BANK GUARANTEE NO.

.....
Bank

Date: