

BANK GUARANTEE

BANK:-
BRANCH:-
PHONE NO:-
FAX:-
NAME OF CONTACT PERSON:-

SERIAL NO:-

UNDERTAKING FOR DELIVERY OF CARGO WITHOUT SURRENDER OF BILLS OF LADING

To: Hapag-Lloyd Lanka (Pvt) Ltd

Vessel / Voyage
Bill of lading Number Date
Shipper
Consignee
Port of Loading Port of Dis: Colombo
Description of Goods
Invoice Value of Goods US\$ LKR
Value of Guarantee LKR

We desire and request that the above - described shipment be delivered to the undersigned party claiming right of delivery or to its order, without surrender of the relevant bill(s) of lading to the non - arrival, or loss thereof.

In consideration of your making such delivery, we each hereby request and warrant, with the knowledge and intention that such delivery be made in reliance thereon, that (a) the undersigned guarantor is entitled to the possession of the goods and to delivery thereof and no other person, firm or corporation is so entitled. (B) we have a financial interest in having the above shipment delivered as required, and (c) we have full power and authority to make and issue this undertaking, have duly authorized the persons executing the same on our behalf to execute and deliver it to you, and the Bank signatory hereto is not prohibited by law, by its articles or certificates of incorporation, or otherwise, from making and issuing the same.

Further, to induce you to deliver said goods, and in consideration thereof hereby jointly and severally undertake, guarantee and bind and oblige ourselves irrevocably as follows:

1. To use our best efforts to locate and produce said bill (s) of lading and thereupon promptly to deliver and surrender the same to you properly endorsed ; and
2. To pay you on first demand within a maximum of 7 calender days the full value of this guarantee which shall not be limited to all freight, general average and / or other charges due on the above - described shipment without prejudice to or release of any lines thereon by virtue of this undertaking or of such delivery; and
3. To indemnify and hold you, the vessel, her owners, characters, operators, master and agents harmless from all demands, claims, liabilities, actions and expenses, including legal expenses and attorneys fees, which may grow out of or be connected with such delivery, and to pay all losses and expenses, including legal expenses and attorneys fees, which may result from any breach of any representation, warranty or agreement herein contained; and
4. Promptly on your demand, to enter our general appearance in any suit filed by, or by another against, you or any party protected by this undertaking as a result of or pertaining to the delivery of the goods herein requested, hereby waving any objection to the jurisdiction or venue of the court in which such suit is filed, and to defend, at our expenses, any such suit filed by another
5. That the statements herein relating to the contents, quality, weight, number, marks and / or value of the goods are representations made by us to you and shall in no way limit our liability hereunder.

Executed this day of 20..... at Colombo.
..... by

Party claiming right of delivery

Signature

We, the undersigned, hereby join in the above guarantee and jointly and severally guarantee due performance of the above contract and accept all the liabilities expressed therein.

.....
Bank

By
Signature