

BANK AND CONSIGNEE JOINT UNDERTAKING FOR DELIVERY OF CARGO WITHOUT SURRENDER OF BILLS OF LADING

AMERICAN PRESIDENT LINES, LTD.:

Date: _____

SS. _____ Voyage No. _____ Bill of Lading No. _____

Shipper _____ Consignee _____

Order Notify Party _____ Place of Shipment _____

Place of Delivery _____ Invoice Value _____

Number, Kind and Description of Goods _____

The undersigned bank and party claiming right to delivery are advised that you heretofore issued a negotiable bill or bills of lading covering the above-referenced shipment, and the goods have been discharged at the above-named place of delivery and are there being held. Both undersigned desire and request that the goods be delivered to the undersigned party claiming the right to delivery but are presently unable to produce and surrender the bill or bills of lading due to the non-arrival or loss thereof.

To induce you to so deliver the goods without the prior production and surrender of the original of such negotiable bill or bills of lading, properly endorsed, and in consideration thereof, we do hereby represent and warrant, with the knowledge and intention that such delivery be made in reliance thereof, as follows:

(a) the undersigned party claiming the right to delivery is entitled to the possession of the goods and to the delivery thereof; (b) both undersigned will use their best efforts to locate and produce such bill or bills of lading and thereupon will promptly deliver and surrender the same to you; and (c) both undersigned have a financial interest in having the goods delivered as requested. The Bank signatory hereto is not prohibited by law from making and issuing this undertaking, and the person or persons executing the same on behalf of both undersigned have full power and authority to do so.

Further, the undersigned hereby jointly and severally undertake and agree as follows:

(a) to pay to you on demand all freights, general average and other charges which may be due and chargeable in respect of said shipments; and (b) to defend, indemnify and hold you, the vessel, her owners, charterers, 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 the amount of all losses and expenses, including legal expenses and attorneys' fees, which may result by reason of any breach of the foregoing representations, warranties or undertakings.

Executed this _____ day of _____, 19____, at _____

_____ Bank _____ Party Claiming Right of Delivery

By: _____ By: _____

Title: _____ Title: _____

会社名	担当者	T E L
乙 仲	担当者	T E L
本 L / G は 年 月 日 返に オリジナル B / L と 差換を致します。		