**IRREVOCABLE LETTER OF INDEMNITY & GUARANTEE**

(For Change of Consignee Detail as Requested by Manifested Consignee)

Date:

To: MTT Shipping Sdn. Bhd. (hereinafter refer to as “**Beneficiary**”), the offices and agents of the Beneficiary, the vessel owner, provider, and or operator.

|  |  |
| --- | --- |
| Vessel Name |  |
| Voyage Number  |  |
| Bill of Lading Number |  |
| Container Number |  |

We hereby request you to proceed with the amendment of Consignee details on Import Manifest as below:

**Current Details**

|  |  |
| --- | --- |
| Full Name of Manifested Consignee  |  |
| Full Name of Manifested Notify Party |  |

**Details of New Consignee**

|  |  |
| --- | --- |
| Full Name  |  |
| Company Registration Number |  |
| Address |  |

**Authorised Forwarding Agent for Delivery Order Collection**

|  |  |
| --- | --- |
| Company Name |  |
| Company Registration Number |  |
| Company Address |  |
| Telephone Number |  |
| Fax Number |  |
| Name of Person-in-Charge (PIC) |  |
| Mobile Number of PIC |  |
| Port Ledger Code |  |

In consideration of your compliance with the above request, we hereby undertake and agree as follows:

1. To irrevocably and unconditionally indemnify the beneficiary, the vessel, her owners, charterers, operators, master and agents from all liabilities, demands, claims, losses, damages, expenses or costs (including all legal costs) of whatsoever nature, as a result or pertaining to delivering the goods to the above amended consignee, in accordance with our request.
2. To refrain from commencing legal proceedings or arbitration or whatsoever against you for delivering the cargo to any third party once shipment arrival notice has been duly issued to the Notify Party pursuant to local practice and regulations applicable at the port of discharge.
3. In the event of any suit or proceedings being filed against you, the vessel, her owners, charterers, operators, master and agents as a result of or pertaining to the delivery of the goods as aforesaid, to provide sufficient funds for the suit or proceedings from time to time.
4. If we have issued our own House Bill of Lading in the capacity of a Non-Vessel Operating Common Carrier (“NVOCC”) or freight forwarder, we warrant that all original House Bill of Lading for the above cargo shall be surrendered to us before cargo release.
5. If the vessel or any other vessel or property belonging to you should be arrested or detained or threatened for arrest or detention, to provide bail or other security as required to prevent such arrest or detention or to ensure the release of the vessel or property and to indemnify you from all liabilities, demands, claims, losses, damages, expenses or costs (including all legal costs) of whatsoever nature, which may result from such arrest or detention whether or not the same way may be justified.
6. The liability of every person under this indemnity shall be joint and shall not be conditional upon your proceeding against any person, whether or not such person is a party to or deemed liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with Malaysia law and any dispute arising out of this indemnity shall be submitted to the jurisdiction of High Court of Malaysia. Notwithstanding anything else contained above, this Law and Jurisdiction Clause is solely for the Beneficiary’s benefits and the Beneficiary reserves the right to take any action before any competent jurisdiction, at its sole and absolute discretion.
8. Notwithstanding any stamped, written or attached wording or statement, the undersigned further undertake and agree that the statements herein relating to the content, quality, quantity, weight, number, marks and/or value of the goods made by us to you shall in no way limit our joint liability hereunder.

The Original copy of this letter will be submitted during the exchange of Delivery Order release.

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| --- | --- |
| Full Name of Authorised Person |  |
| NRIC Number |  |
| Designation |  |
| Date |  |
| Company Name |  |
| Company Stamp |  |