

To: Hong Leong Bank Berhad (97141-X)

Branch

Dear Sirs,

We enclose original and duplicate copy of Indemnity addressed to the Owners and/or Agents and/or Charterers and/or Masters of the S.S/M.V. in respect of the following:-

B/L No.	Marks & Nos.	No. of Packages &/or weight	Description of goods	Name of consignor	Port of shipment	Date of arrival of goods

Approximate Value (Ringgit Malaysia)

and request you to countersign the original and retain the duplicate copy for your file. It is agreed and understood by us that you will only countersign the said Indemnity on the understanding that the facts stated in the documents in question and in this application form are true and accurate in all material particulars, and we hereby confirm and warrant such truth and accuracy to you.

We hereby declare that we are the rightful owners of the shipment(s) described herein and that the bill(s) of lading for same has/have not yet arrived. We further declare that the said bill(s) of lading has/have not been hypothecated or in any way pledged with a third party whatsoever and undertake not to pledge, mortgage, charge, hypothecate or otherwise encumber the said shipment(s) and the bill(s) of lading for the same in favour of any such third party.

In consideration of you acceding to our request herein to countersign the aforesaid indemnity calling upon the Shipping Company mentioned therein to release and deliver to us our order with the goods referred to therein without production of the relevant bill(s) of lading, we (or our successors) shall at all times hereafter keep you and your successors indemnified against all actions proceedings liability claims damages costs and expenses or any other consequences which you may sustain or incur either directly or indirectly in relation to your accession to our request.

You may compromise, settle, pay or resist any claims arising from or in connection with the issuance of the letter of indemnity or shipping guarantee without releasing our obligation and liability to reimburse you hereunder. We undertake to reimburse you on demand in respect of such drawings or payments together with all charges, expenses and interest.

We also agree to keep the cargo goods fully insured and will furnish proof of this at any time, if requested to do so by you.

We further agree that on receipt of the relevant bill(s) of lading we shall procure the return of the said indemnity within a reasonable time and deliver same to you for cancellation.

We further authorise you to endorse all bill(s) of lading in relation to the shipment stated herein so that such bill(s) of lading may be delivered directly to you by the shipping companies and/or shipping companies' agents and/or forwarding agents aforesaid. For the avoidance of doubt, in the case of the shipments under documentary credit, we agree that you shall have no obligation to examine any shipping documents related to the goods described above in order to determine whether any discrepancies may exist between shipping documents received and those called for by the documentary credit. We hereby confirm and instruct you to honour or pay the documentary credit relating to the shipment irrespective of any discrepancies appearing on the presented documents.

We hereby acknowledge that we shall remain indebted to you until production and delivery of the said bill(s) of lading, termination or cancellation of the said Indemnity, or until your liability thereunder is ascertained and the amount thereof is debited against us. Notwithstanding the above, to secure the discharge of our obligations to you under the indemnity, you shall be entitled to debit our current account or any of our accounts with you against any credit amount which we may have for the amount stated herein.

We further acknowledge that until our liability under the said indemnity is ascertained, any sum(s) stated herein shall in no way limit the amount of our liability you, or shall affect your right of set-off. All fees, commission, charges and other monies payable in connection with this application or transaction shall be exclusive of any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any government or taxation authority and other taxes by whatever name called and any interest, fines or penalties in respect thereof ("Tax"). We shall pay any relevant Tax of any amount that we are required to pay to you.

Terms of Use:

The content of all the documents and forms are the sole and absolute property of Hong Leong Bank Berhad and Hong Leong Islamic Bank Berhad (collectively referred to as "the Bank") and are protected by the relevant intellectual property / copyright laws.

No part of the documents and / or forms shall be copied, altered, distributed, transferred or commercially dealt with in any medium or manner whatsoever without the express prior written consent of the Bank. The use of the documents and forms are strictly limited to the authorized personnel and is for the sole purpose of providing convenience in transacting with the Bank. Any unauthorized use, copying, alteration, distribution or transfer of any of the contents of the documents and / or forms shall be the subject of legal action and user shall be liable for all legal costs and expenses incurred or arising therefrom.

By using the document and / or form and submitting the duly completed document and / or form to the Bank, you confirm that you have read, understood and agreed to the Terms of Use and to the terms and conditions attached to your respective document and / or form.

**Yours faithfully,
For and on behalf of**

Shipping Guarantee No

Documentary Credit No

.....
(Authorised Signature/s)