**CONFIRMATION LETTER of Vehicle Shipments**

To: MSC Mediterranean Shipping Company SA, its agents and affiliates.

Dear Sirs,

**Vessel/Voyage:**

**Booking number:**

**POL:**

**POD:**

In consideration of you accepting to carry the above-referenced cargo without prior provision by ourselves of a pre-shipment survey confirming the Lashing and securing, seaworthiness of the cargo.

 We the undersigned hereby undertake without reservation of any kind to ensure that the cargo is loaded, stuffed, secured, lashed, chocked and dunnage in accordance with the industry standard and regulations.
It shall safely sustain handling at load & discharge ports, intermediate ports, and carriage by truck and rail and in such a way as to ensure that there is no movement of the cargo, which might cause damage to the cargo itself, the container, affect the stability of the container or be a threat to any property or person.

Vehicles/cars batteries must be disconnected and the trunks be emptied of any product or apparatus that could generate a trigger or fuel a fire / explosion, or otherwise.

Our undertaking above is not delegable and we agree to accept full responsibility hereunder even if the actual loading of the cargo as previously mentioned is carried out by others.

We further acknowledge that the undertakings herein are in addition to all responsibilities we may have as shipper under the MSC bill of lading issued for the said carriage.

We hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of any failure by us to comply with our undertakings above.

2. In the event of any proceedings be initiated against you or any of your servants or agents in connection with any failure by us to comply with our undertakings above, to provide you or them on demand with sufficient funds to defend the same.

3. If, in connection with any failure by us to comply with our undertakings as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be threatened, arrested or detained. Should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ships registry or otherwise howsoever). We undertake to provide on demand such bail or other security as may be required to prevent such arrest or detention. To secure the release of such ship or property and to indemnify you in respect of any liability, loss, damage or expense caused by events as previously mentioned.

4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

5. This indemnity shall be governed by and construed in accordance with English law. At the exception of shipments to/from the USA where US law shall apply.

Each and every person under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice in England (except for shipments to/from the USA: District Court for the Southern District of New York).

We also warrant that we have and will maintain insurance cover in respect of any liabilities arising under this indemnity and the undertakings and obligations herein.