**超限集装箱保函**

**Letter of Indemnity for OOG Containers**

致：地中海航运有限公司，其代理，隶属企业，服务人员和雇员，及/或与主题相关的船东方

To: MSC Mediterranean Shipping Company S.A. (Geneva), its agents, affiliates, servants and employees, and/or the Owners of the vessels involved in the carriage of subject consignment

船名/航次Vessel/Voyage:

订舱号 Booking No. :

发货人Shipper:

我司，[填入公司名]，作为上述货物的发货人，请求贵司为上述货物提供超限集装箱，具体需求详见附件。

We, [insert company name], as the Shipper of above shipment, request your company to provide the OOG Containers for above shipment. The detailed requirements shall be referred to Appendix.

考虑到贵司接受我司的上述请求，我司兹保证并承诺如下：

In consideration of your acceptance of our above request, we hereby guarantee and commit as follows:

1. 已与贵司确认并愿意支付超限集装箱的所有相关费用，由于我司延迟付款而产生的任何额外的成本和费用，均由我司承担。

To accept rate offer from you and agree to undertake all corresponding costs of OOG Container, any additional costs and expenses incurred due to our delayed payment shall be borne by us.

1. 我司确认承担因未正确申报货物信息而产生的任何费用和责任。

Confirm to bear all costs and responsibilities arising from incorrect declaration of cargo details.

1. 我司确保装载于超限集装箱的货物应符合码头的操作要求。若码头无法操作或需要额外操作，我司确认承担由此产生的所有费用和责任。

Ensure above cargo loaded into OOG Container shall comply with the terminal’s operational requirements. If the terminal is unable to operate or request additional operations, we confirm to bear all he costs and liabilities.

1. 确保货物装载时不损坏超限集装箱的结构。

We ensure the structure of OOG Container would not be damaged during the cargo loading.

5. 承担超限集装箱自提离堆场后的所有风险。若延迟提箱而产生的任何损失、损坏或费用，由我司负责。

Undertake all risks since when the OOG Container is picked up from the depot. We shall be responsible for any loss, damage or expenses caused by the delay pick-up.

6. 若我司未按照超限集装箱的特性进行装箱、错误使用或未按贵司的指示使用，因而造成货物或超限集装箱等损坏和损失，由我司承担责任，并且我司确保贵司免受由此产生的或与之相关的任何性质的责任、损失、损害、成本和费用（包括但不限于索赔、要求、诉讼、罚款、惩罚和损害）。

If we fail to load in accordance with the characteristics of the OOG Container, misuse or fail to follow your instruction to use the OOG Container, resulting in damage and loss to the cargo or OOG Container, we shall take the responsibility, and we ensure that we shall indemnify and hold you harmless from and against any liability, loss, damage, costs and expenses incurred (including but not limited to claims, demands, proceedings, fines, penalties and damages) of whatever nature arising from or in relation to it.

7. 若我司未能遵守该保函，我司将赔偿并使贵司、贵司代理人、受托人、受雇人免受所有索赔、损失、损害、责任、要求、费用和诉讼（包括任何费用和/或合理的律师费）。

If we fail to comply with this LOI, we shall hold harmless and indemnify you, your agents, servants and employees from and against all claims, losses, damages, liabilities, demands, costs and suits (including any expenses and /or reasonable attorneys fees).

8. 若基于我司请求更改最终提单上的发货人，我司确保仍遵循上述作出的所有保证与承诺。为免生疑问，我方出具本保函不影响贵司向最终提单上的发货人或任何其他人提出索赔的权利。

If the Shipper on the final BL is changed based upon our request, we ensure that we still comply with all guarantees and commitments as made above. For the avoidance of doubt, the issuance of this LOI by us is without prejudice to your right to claim against the final BL shipper or any other person.

本保函的效力直至本保函所涉运输下的所有争议纠纷解决时止。

The Letter of Indemnity remains valid till all disputes arising from the related carriage covered by this Letter of Indemnity are settled.

本函以中文和英文书写，若中文和英文有任何不一致，以中文为准。

This letter is written in Chinese wordings and English wordings. In case of any discrepancy between Chinese wordings and English wordings, Chinese wordings shall prevail.

|  |  |
| --- | --- |
| 为和代表For and on behalf of  [输入发货人公司全称]  [Insert Name of the Shipper]  签名Authorised signature: …………………………………  姓名Name:  职位Position:  日期Date:  *公司印章Company Stamp/Seal* | 为和代表For and on behalf of  [输入订舱代理/共同保证人公司全称]  [Insert Name of Booking Agent/Co-guarantor]  签名Authorised signature: …………………………………  姓名Name:  职位Position:  日期Date:  *公司印章Company Stamp/Seal* |

**附录：超限集装箱需求**

**Appendix: OOG Container Request**

Container 1：

|  |  |  |
| --- | --- | --- |
| Weight (Tonnes) exclude tare: |  | Tonnes |
| **Actual Dimensions (Meters)** | | |
| Length: |  | Meter |
| Width: |  | Meter |
| Height: |  | Meter |
| **Exceeded Dimensions (Centimeter)** | | |
| Over Length: |  | CM |
| Over Width: | (left) | CM |
| (right) | CM |
| Over Height: |  | CM |
| Equipment Required: |  | (20’Flat Rack/40’Flat Rack/  20’Open Top/40’Open Top) |
| Number of containers: |  |  |
| SOC(Shippers owned) or MSC/Leased: |  |  |

Container 2：

|  |  |  |
| --- | --- | --- |
| Weight (Tonnes) exclude tare: |  | Tonnes |
| **Actual Dimensions (Meters)** | | |
| Length: |  | Meter |
| Width: |  | Meter |
| Height: |  | Meter |
| **Exceeded Dimensions (Centimeter)** | | |
| Over Length: |  | CM |
| Over Width: | (left) | CM |
| (right) | CM |
| Over Height: |  | CM |
| Equipment Required: |  | (20’Flat Rack/40’Flat Rack/  20’Open Top/40’Open Top) |
| Number of containers: |  |  |
| SOC(Shippers owned) or MSC/Leased: |  |  |

**\*\*\*\*\* Kindly assist to add rows if more than one container required.**