**危险品货物直提保函**

**Letter of Indemnity for Direct Delivery of Dangerous Cargo**

致：地中海航运有限公司及/或利胜地中海航运（上海）有限公司和/或其分支机构及其代理

To: MSC Mediterranean Shipping Company S.A. (Geneva) and/or Mediterranean Shipping Company (Shanghai) Limited and/or its branches and its agents

订舱号Booking No.:

提单号B/L No.:

发货人 Shipper:

危险品货物收货人Dangerous Cargo Consignee:

装货港 Port of Loading:

卸货港 Port of Discharging:

交货地 Place of Delivery:

危险品货物正确运输品名Proper Shipping Name of Dangerous Cargo:

危险品货物技术/化学品名（若有）Technical/Chemical Name of Dangerous Cargo (if any):

联合国危险品货物编号UN No.:

危险品分类号Class No.:

我司，[填入公司名]，作为上述危险品货物的发货人，特此向贵司保证并承诺如下：

We, [insert company name], as the Shipper of above dangerous cargo, hereby guarantee and commit to you as follows:

1. 上述危险品货物一旦抵港卸船即由危险品货物收货人或其代理安排直接提离码头，确保该危险品货物不在码头停留。

Once the above dangerous cargo has been discharged from the vessel upon arrival, the consignee will arrange for the direct delivery from the terminal to ensure such dangerous cargo will not be stayed in the terminal.

1. 因上述危险品货物未能直接提离码头而造成的所有后果、责任、损失、费用和罚金均由我司承担。

We shall bear all the consequences, losses, costs and liabilities arising from the failure of direct delivery of above dangerous cargo from the terminal.

1. 若我司未能遵守该保函，我司应赔偿并使贵司、贵司代理人、受托人、受雇人、当事船舶及其船东、管理人或控制人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 comply with this LOI, we shall hold harmless and indemnify you, your agents, servants， employees, the vessel and its owner, manager or controller from and against all liabilities, losses, damages, costs and expenses (including but not limited to claims, demands, proceedings, fines, penalties and damages) of whatever nature arising out of or in connection with such failure.

1. 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.

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| 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  [输入订舱代理公司全称]  [Insert Name of Booking Agent]  签名Authorised signature: …………………………………  姓名Name:  职位Position:  日期Date:  *公司印章Company Stamp/Seal* |