**冷藏集装箱申请保函**

**Letter of Indemnity for Application on Reefer Equipment**

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:

装货港 Port of Loading:

卸货港 Port of Discharging:

交货地 Place of Delivery:

我司因出口货物需冷藏，按照如下信息特向贵司申请冷藏集装箱，并承诺遵守贵司关于冷藏集装箱出口的相关流程要求。

Due to our export shipment need to be refrigerated, we’d like to apply reefer equipment based on the following information and commit strict compliance on your stipulated requirement and procedure on reefer equipment exportation.

* 箱型箱量 Cntr Type & Volume: ＿＿x 20’RF ＿＿x40’RH
* 货物品名 Commodity Name: ＿＿＿＿＿＿＿＿＿＿＿
* 设定温度 Setting Temperature: ＿＿摄氏度°C
* 通风(开/关)Ventilation(Open/Close): 开＿＿CBM/H 或关
* iReefer服务iReefer Services: 需要 Yes / 不需要No
* 紧急联系人 Emergency contact person: ＿＿＿＿＿＿＿＿＿＿＿＿
* 电话 Tel: ＿＿＿＿＿＿＿＿＿＿
* 手机 Mobile: ＿＿＿＿＿＿＿＿＿＿＿＿
* 预计提箱时间 Estimated time for empty pick up:＿＿年＿＿月＿＿日＿＿点
* 预冷至 Pre-cooling to: ＿＿＿＿摄氏度°C：需要 Yes / 不需要No
* 特殊要求(比如冷处理、除湿等):＿＿＿＿＿＿＿＿须经特别批准。

Special Request (Such as Cold Treatment, Dehumidification etc.): ＿＿＿＿＿＿＿＿ Should subject to SPECIAL APPROVAL.

考虑到贵司接受我司的上述申请，我司兹保证并承诺如下：

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

1. 自本保函提交至贵司起，我司确保不早于预计提箱时间提箱。

Since the submission of this LOI to you, we ensure we do not pick up the reefer equipment earlier than the estimated time for empty pick up.

1. 若贵司基于我司要求的上述申请信息提供所需冷藏集装箱而产生额外费用的，我司确认按时支付。由于我司延迟付款而产生的任何风险和后果，均由我司承担。

If additional charges are incurred for you to provide the required reefer equipment based on the above application information requested by us, we confirm that we should make the payment on time. Any risks and consequences arising from our delayed payment shall be borne by us.

1. 需要预冷的冷藏集装箱，若我司不能按时提箱或需要取消提箱计划的，我司确认在预计提箱时间前两个工作日书面通知贵司，否则由此产生的预冷费等所有相关费用将由我司承担。

For the pre-cooling reefer equipment, if we are not able to pick up the equipment on time or need to cancel the pick-up, we confirm to notify you in writing two working days before the estimated time for empty pick up, otherwise all the extra costs such as the pre-cooling costs etc. incurred shall be borne by us.

1. 若暂无所需箱型，我司承诺愿意等候自贵司收到本保函之日起至少四周时间。若贵司在此期限内提供所需冷藏集装箱后，我司取消货物出运，则我司将承担由此产生的调拨费用。

If the type of required reefer equipment is not available, we guarantee to wait for at least 4 weeks from the date of receipt of this LOI by you. If we cancel the shipment after you release the required reefer equipment to us within such period, we will bear the re-position costs incurred.

1. 我司承诺承担因未正确申报货物资料而产生的任何费用及责任。

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

1. 订舱后如PTI已安排但货物最终未能出运，我司承诺支付PTI 费用。

If PTI is arranged after booking and the shipment is not loaded onboard finally, we confirm to pay PTI fees.

1. 若我司未按照冷藏集装箱的特性进行装箱、错误使用或未按贵司的指示使用，因而造成货物或冷藏集装箱（包括但不限于附带的系统、配件、装置等）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 reefer equipment, misuse or fail to follow your instruction to use the reefer equipment, resulting in damage and loss to the cargo or reefer equipment (including but not limited to attached systems, accessories, devices etc.) , 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.

1. 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).

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.

|  |  |
| --- | --- |
| 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* |

 为和代表For and on behalf of

 [输入货代公司全称]

 [Insert Name of Freight Forwarder]

 签名Authorised signature: …………………………………

 姓名Name:

 职位Position:

 日期Date:

 *公司印章Company Stamp/Seal*