

To: **Hong Leong Islamic Bank Berhad** [200501009144 (686191-W)]

..... Branch

**APPLICATION FOR SHIPPING GUARANTEE-i**

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 followings:-

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 said shipment(s) 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.

In consideration of your countersigning for us and joining us in the aforesaid Indemnity calling upon the Shipping Company mentioned therein to release and deliver to us or to our order the goods referred to therein without production of the relevant bill or bills of lading, save and except for damages arising directly from wilful default or gross negligence on your part, we and our respective personal representative (or our successors) with at all times hereafter keep you and your successors indemnified against all actions proceedings liability claim damages costs and expenses or any other consequences in relation to or arising out of the said Indemnity.

We confirm that our liability hereunder will extend not only to the full value of the goods but also to any further or other liability which may be incurred by you in consequence of your countersigning for us and joining with us in the said Indemnity notwithstanding any statement of value therein contained, including all or any costs which may incur or become liable to pay.

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

And we further agree on the receipt of the relevant bill(s) of lading we will procure the return of the said Indemnity within reasonable time and deliver same to you for cancellation. We further authorise you to endorse all relative bill(s) of lading so that such bill(s) of lading may be delivered directly to shipping Companies and/or shipping companies' agents and/or forwarding agents aforesaid and in order to give effect to this, in the case of shipments under Documentary Credit, we agree that you will 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 relative Documentary Credit and we undertake to disregard all discrepancies (if any) between shipping documents received and those called for by the relative Documentary Credit and to accept all such shipping documents as if they were all documents and the only documents called for by the relative Documentary Credit.

We hereby acknowledge that until production and delivery of the said bill(s) of lading, termination or cancellation of the said Indemnity, or until your liability there under is ascertained and the amount thereof debited against us, we will remain indebted to you in the said amount at least and in the undertaking of any accounts between you and us or on the closing of our account with you for any reason whatsoever you will be entitled to set off the said amount against any credit which we may have. We further acknowledge that the said amount to thus owe by us to you, will be in the nature of security for the amount that may under the terms hereof ultimately become owing by us to you and will in no way limit our liability therefore. And without prejudice to our Indemnity against all loss or damages, you may at any time at your discretion and without reference to us debit the said sum against us in our current account(s) with you. *All fees, commission, charges and other monies payable in connection with this application or transaction will be exclusive of and subject to any Government Tax.*

Shipping Guarantee-i No. ....

Yours faithfully,  
For and on behalf of,

Documentary Credit-i No. ....

.....  
(Authorised Signature)

Oct 2020

KSG-2(01)