

GUARANTEE / INDEMNITY FOR RETURNING OF EMPTY CONTAINERS

DATE:

THE MANAGER –CUSTOMER SERVICE
Aura Logistics (PRIVATE) LTD
37/1F, Second Cross Street
COLOMBO 11

Dear Sirs,

Vessel/Voyage/Date of arrived Colombo _____
B/L No and Container Number _____
Name of Consignee _____
E-Mail Address to Send EDO _____

1. We hereby accept for removal from Port / Customs premises and to transport to our stores / nominated depot, the FCL/LCL containers referred to individually in the above Bill/s of Lading (including attachments / continuations there to) which belong to your Principal as stated above, and in whose container/s cargo is consigned to us/our clients and is covered by the Bill/s of Lading against which you have issued the above delivery order to the Ports Authority at Colombo in favor of the consignee / notify party mentioned above.
2. We hereby agree, undertake and guarantee to perform the following, which we agree to be out responsibilities towards you/your principal insofar as the property of the container is concerned.
 - a) To inform you of any damage/s to the container/s observed by us prior removal of the same from the port.
 - b) To make full payment for any cost that you may incur to repair and damages to the container or any maintenance viz washing/cleaning etc. of the containers, in the event that we had not brought to your notice (in writing) of any exceptions to the otherwise good and sound condition in which we have received the/these container/s to our care i.e. from the time same was/were loaded at the Port onto our/our contractor's vehicle/s.
 - c) To return to your nominated depot as stated on the delivery order referred to above, the/all these container/s within 48 hours of removal of same from the Port unless otherwise pre-agreed with you in writing.
3. Should we, our agents and/or our contractors fail in aspect in performance of the said responsibilities, we agree that we may be held legally liable/responsible for same, but in any event we guarantee to keep you and your Principals harmless and indemnified from and against all cost and consequences, including losses arising out of none-performance and or under performance of all or any of our responsibilities, including that of our agents or contractors as stated above, or implied by our control including that of our agents/contractors, and also guarantee to pay container detention demurrage as per our invoices.
4. In any event I/we undertake to pay to above Shipping Company all damages and/or costs for which you may have become liable for and also any other sums which you may have paid hereunder and all costs and expenses legal and otherwise incurred by you in relation hereto (the incurring of which shall be in your discretion) whether a suit has been field or not the same or any part or parts thereof on all such sums at two percent, above bank rate will be paid me/us on demand.
5. It is further agreed between us that in the event of any claims being made against you by any person and/or persons and/or Firm and/or Company and body corporate and/or body incorporate as the result of your conduct you may employ and pay legal advises as you may thin fit, and you shall have the power in your absolute discretion to settle and pay all or any such claims at any time or times for such amount as you may think proper without reference to me/us and I/we agree to accept such actions of yours and to be bound thereby and to indemnify you.
6. I/we further promise and undertake whenever you may call upon me/us to do so, execute in your favor any bound or obligation that you many require.
 - a) I/we further agree that above Shipping Company shall not be vicariously liable for any actions and/or negligence on our part and that of my/our contractors and/or sub-contractors.
 - b) In the event that you are held liable by any third party vicariously or otherwise, I/we undertake to refund and indemnify you in respect of claims and/or losses and/or damages either direct and/or consequential.

SIGNATURE
NAME:.....

DESIGNATION:.....

*COMPANY
RUBBER STAMP*