

Importer of Record
Letter of Guarantee
INSTRUCTIONS FOR CLIENT / CONSIGNEE

If no original bill of lading is received, Liberty International/International Delivery Service (IDS) may accept a letter of indemnity/letter of guarantee from the consignee on the missing bill of lading in place of the original bill of lading.

The letter of guarantee is an indemnity letter issued to a steamship line or NVOCC/Forwarder/Forwarders Agent requesting release of merchandise in the absence of original bills of lading.

Be advised that this original, signed letter must be maintained by Liberty or International Delivery Service as if it were the original bill of lading. The signed letter is an open, contingent liability for the consignee until a properly endorsed bill of lading is presented. Liberty International/IDS will hold the letter of guarantee open until the consignee secures the original. We recommend consignees pursue all originals until located and secure them as quickly as possible so their open guarantee can be returned to them.

<p>Transcribe the below letter to the consignee's company letterhead and insert the required information in the appropriate blanks. Return the signed, original document to International Delivery Service or Liberty International as soon as possible either via mail, or via fax. The document must be signed by a company officer with the power to legally bind the company that is extending the guarantee or indemnity.</p>
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Standard Letter of Guarantee and Indemnity

To: International Delivery Service, Inc. and its affiliates (collectively, the “Indemnified Parties”)

Vessel: **[insert name of vessel]**

Voyage: **[insert voyage number, load & discharge ports as stated in the Bill of Lading]**

Goods: **[insert description of goods]**

Bill of Lading: **[insert bill of lading number, date & place of issue]**

The Goods were shipped on the Vessel by **[insert name of shipper]** and consigned to **[insert name of consignee or party to whose order the bill of lading is made out, as appropriate]** for delivery at **[insert name of final destination stated in the bill of lading]**. We confirm that we had received the full set of Original Bill of Lading (“Original Bill of Lading”) for the shipment but was unable to locate or had otherwise lost the Original Bill of Lading for reason of **[please insert reasons]** and we, **[insert name of party requesting release of the goods without the originals]**, hereby request that you release subject shipment and deliver the Goods to **[insert name of party to whom delivery is to be made]** at **[insert place where delivery is to be made]** without production of the Original Bill of Lading (“the Request”). Unless otherwise provided herein, capitalized terms used herein without definition shall have the meaning given to them in the Bill of Lading.

We represent, warrant, and guarantee that: a) we are the holder of the Original Bill of Lading and are entitled to the delivery of the Goods; b) we are the legal owners of the Goods at the time of the issue of this Letter of Guarantee and Indemnity and are entitled to delivery and possession of the Goods; and c) we have not assigned, endorsed or transferred the Original Bill of Lading.

In consideration of your complying with the Request, we agree as follows:

1. to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature and howsoever arising which any of you may sustain by reason of the loss

- of the Original Bill of Lading and/or by reason of your delivery of the Goods to the Consignee or to such party believed to be or to represent the Consignee or to be acting on behalf of the Consignee without production of the Original Bill of Lading, and/or by reason of any breach of any representation, warranty, or guaranty contained in this Letter of Guarantee and Indemnity;
2. in the event of any proceedings being commenced against you, your servants and agents or any of you in connection with the Original Bill of Lading and/or the delivery of Goods as aforesaid to provide Indemnified Parties or one or more of them on demand with sufficient funds to defend same;
 3. as soon as all Original Bills of Lading for the above Goods shall have come into our possession, to deliver the same to Indemnified Parties, whereupon our liability hereunder shall cease; and
 4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
 5. This indemnity shall be governed by and construed in accordance with the laws of the United States and the State of Rhode Island and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the above mentioned courts.
 6. Should any of you successfully sue to enforce this Letter of Guarantee and Indemnity or to recover for breach of any of its provisions, we shall be obligated to pay all of your legal fees and expenses.
 7. Each of the persons signing this Letter of Guarantee and Indemnity represents, warrants and guarantees that he/she has full and proper legal authority to do so on behalf of the party for whom he/she signs.

Yours faithfully
For and on behalf of
[insert name of Requestor]

Authorized Signatory
Signatory Title:
Signatory Company Name:
Date: