

BANK GUARANTY

BANK AND CONSIGNEE JOINT UNDERTAKING FOR DELIVERY OF CARGO WITHOUT SURRENDER OF BILLS OF LADING

SAN TAI DISTRIBUTION CO., LTD.

S/S Voyage No. Bill of Lading No. and Date

Shipper Consignee

Notify Party Place of Shipment

Place of Delivery Number, Kind & Description of Goods

THIS GUARANTEE RELEASED EXCHANGE FOR ORIGINAL BILL OF LADING.
SAN TAI DISTRIBUTION CO., LTD.

By

The undersigned bank and party claiming right to delivery are advised that you heretofore issued a negotiable bill of bills of lading covering that above referenced shipment, and the goods have been discharged at the above-named place of delivery and are there being held. Both undersigned desire and request that the goods be delivered to the undersigned party claiming the right to delivery but are presently unable to produce and surrender the bill or bills of lading due to the non-arrival or loss thereof.

To induce you to so deliver the goods without the prior production and surrender of the original of such negotiable bill or bills of lading, properly endorsed, and in consideration thereof, we do hereby represent and warrant, with the knowledge and intention that such delivery be made in reliance thereof, as follows:

The undersigned party claiming the right to delivery is entitled to the possession of the goods and to the delivery thereof; (b) both undersigned will use their best efforts to locate and produce such bill or bills of lading and thereupon will promptly deliver and surrender the same to you, and (c) both undersigned have a financial interest in having the goods delivered as requested. The bank signatory hereto is not prohibited by law from making and issuing this undertaking, and the person or persons executing the same on behalf of both undersigned have full power and authority to do so.

Further, the undersigned hereby jointly and severally undertake and agree as follows: (a) in consideration of API releasing the cargo without original Bill of Lading. To pay to you on demand all freight, general average and other charges which maybe, or appear to be, due and payable by any person whatsoever in respect of the said shipment irrespective of the fact that, in any document (including but not limited to the relevant Bill of Lading and Notice of Arrival), the freight and or other charges have been described as prepaid, and (b) to defend, indemnify and hold you, the vessel, her owners, charterers, operators, master and agents, harmless from all demands, claims, liabilities, actions and expenses, including legal expenses and attorney's fees, which may grow out of or be connected with such delivery, and to pay the amount of all losses and expenses, including legal expenses and attorney's fees, which may result by reason of any breach of the foregoing representations, warranties or undertakings.

I executed this day of, 20..... at

Bank

Party Claiming Right of Delivery

By :

Title :

Witness :

By :

Title :

Witness :