ELECTRONIC DELIVERY ORDER REQUEST & GUARANTEE LETTER FOR THE RETURN OF EMPTY CONTAINERS

TO: MSC Lanka (Pvt) Ltd, as agent for MSC Mediterranean Shipping Company, Geneva, Switzerland.

Vessel Name & Voyage number : ………………………………
Arrived Colombo port on : …………………………….
BL Number/s. : …………………………………………………………………..

1. We hereby request you to issue the Electronic Delivery Order/s for the above shipment/s & email the Electronic Delivery Order/s & all further correspondences to the Email address: *……{please insert the authorized Email address }* ……………………
Also we hereby confirm that we hold the carrier 'MSC Mediterranean Shipping Company" & it's agents free of any and all liabilities and harmless against all and any losses that we may suffer as a result of having complied to our request herein.

2. We hereby accept for removal from the Port/Customs premises and to transport to our stores/nominated depot, the FCL containers referred to individually in the above Bills/s of Lading (including attachments/continuations thereto) 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 above Bill/s of Lading against which you have issued the above delivery order to the Ports Authority & other terminal operators at Colombo port, in favor of: *……{ please insert the consignee's details }* ……………………………………………

3. We hereby agree, undertake and guarantee to perform the following, which we agree to be our responsibilities towards you/our principals in so far as the property of the containers is concerned.
a) To inform you of any damage/s to the container observed by us to the containers prior to removal, of same from the Port.
b) To make full payment for any costs 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 into 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 in the Delivery Order referred to above, the/all these container/s within 48 hours
   of removal of same from the Port unless otherwise pre-arranged with you in writing.

4. Should we, our agents and/or our contractors fail in any aspects in performance of the stated responsibilities, we agree that we may be held legally liable/responsible for same, but in any event we guarantee to keep you and your Principal harmless & indemnified from and against all costs and consequences, including losses arising out of non-performance and or under performance of all or any of our responsibilities, including that of our agents and contractors as stated above, or implied by our conduct including that of our agents/contractors, and also guarantee to pay container detention demurrage as per our invoices.

5. 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 and the same or any part of parts thereof on all such sums at two percent, above bank rate will be paid me/us on demand. 6. 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 to your conduct you may employ and pay legal advisers as you may think 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.

7. I/we further promise and undertake whenever your may call upon me/us to do so, execute in your favor any bond or obligation that you may require.

8. 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 a third party vicariously or otherwise, I/we undertake to refund and indemnify you in respect of claims and/or claims and/or losses and/or damages either direct and/or consequential.

Signed on this …………………………………. day of………………
Name and Designation of Signatory:
{ Company rubber stamp }