

LETTER OF APPLICATION FOR TELEX RELEASE

To: Sunrise Logistics Company Limited Japan

Dear Sirs,

B/L Number: _____

Name of Vessel / Voyage: _____

B/L Date: _____

Port of Loading: _____

Port of Discharging: _____

Place of Delivery: _____

We hereby confirm and authorize a telex release of the above mentioned shipment for which no original Bill of Lading issued and you are required to release the containers/cargo to :

Consignee name:

TEL:

FAX:

Contact Person:

In consideration of your complying with our above request, we hereby confirm and agree as follows :

1. Once the carrier performs the Telex Release operation in the system, the goods will be delivered to the above named consignee upon arrival at the place of delivery. If there is any subsequent request to cancel the operation of the Telex Release, the carrier does not guarantee that it can perform according to the requirements. The delivery of the goods to the above named consignee shall be deemed that the carrier has fulfilled the obligation of correct delivery, and any responsibility, risk and expense arising therefrom shall be borne by the applicant.
2. We have known, fully understood and accept the Terms and Conditions of the above mentioned Bill of Lading, and further confirm that our above requested will not do harm to the rights of the Carrier and the Carrier's agents under this Bill of Lading, in case of any inconsistency between this letter of application and the Terms and Conditions of Carrier's Bill of Lading, the Terms and Conditions of the Carrier's Bill of Lading shall prevail.
3. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
4. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
5. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or

should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever) , to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.

6. If the named consignee is not available or reject or is not able to take delivery of the shipment when the shipment was discharged in discharging port we agree that you could sell or dispose the shipmen after notice from you and we will indemnify and hold the carrier harmless for any liability and cost and expense for the sale or disposal, including but not limited to the freight, demurrage and detention charges as per you published. However, this does not constitute the obligation of the carrier. No matter for any reason, if the carrier does not or cannot sell or dispose the goods, the undersigned will unarguable bear all the losses and expenses, including but not limited to the storage, demurrage and detention, cargo handling charges, etc.
7. 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.
8. This letter of application shall be governed by and construed in accordance with Japanese law and each and every person liable under this indemnity shall be at your request submit to the jurisdiction of the Tokyo District Court in Japan.

Yours faithfully

Shipper / on behalf of Shipper
[insert the name of the Shipper]

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Signature

Company name (御社名) :

Person in charge (ご担当者様) :

Tel:

Date: