[Headed letter paper of Customer]

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To: Ocean Network Express [insert date]

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of lading: [insert identification numbers, date and place of issue]

Dear Sirs,

We, [insert Shipper’s name] have requested Ocean Network Express (hereinafter “Carrier”) to transport the above cargo said to contain [ insert cargo details] (“Cargo”) from [port/place of lading] and to deliver the said cargo to "X [name of the specific party] or to such party as you believe to be or to represent X or to be acting on behalf of X" at [insert place where delivery is to be made], and the Carrier has accepted to transport the same as per our request.

In consideration of your, the Carrier's, accepting to transport the Cargo presented by us, we hereby confirm that;

1. We, the Shippers, have complied with all the International (and/or Domestic) Conventions and Regulations requirements related to the carriage of cargo of such nature.
2. the Carrier’s liability for all demands, claims, liabilities, actions, loss, damages, costs, fees and expenses, regardless of the identity of the party making the same (including parties forming part of Carrier) which may arise out of or in any way connected with the Carrier’s carriage of the Cargo and the contracts of carriage shall be governed exclusively by the terms and conditions of the Carrier’s Bill of Lading or by any other applicable law to the extent such provisions supersede the provisions in the Carrier's Bill of Lading.
3. To indemnify you, your servants, your insurers 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 carrying and 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 insurers 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. We shall comply with and observe all the terms and conditions of the contracts of carriage between the Carrier and Shipper as stated in the Carrier’s applicable standard Bill of Lading or by any other applicable law to the extent such provisions supersede the provisions in the Carrier's Bill of Lading
6. in the event of loss or damage or a claim in respect of the Cargo, we shall not seek to claim against the Carrier in excess of the limits set down in clauses 4.3 and 4.4 of the Carrier's Bill of Lading.
7. We also undertake to be responsible for and to pay to you upon your first demand any outstanding demurrage, detention charges, and possible container loss or damage charges, if consignee/shipper does not take delivery of cargo, and/or if the physical condition of the box does not pass your acceptance standard upon the empty return.

Yours faithfully

For and on behalf of

[Insert shipper’s identity]