

## LETTER OF GUARANTEE

Date :

**TO : PanOcean Co., Ltd.**

Booking No. :

Container Type & Size & Figure :

Vessel/Voyage :

Loading port / Discharging port :

We, [insert the name of company], shall provide you with (a) completely sealed container(s) with the subject cargo being stuffed with via our agents / representatives or by ourselves. In this regard, we assure you that the stuffing and stowage inside will be properly carried out as per below conditions.

- 1 The fuel tank(s) of the vehicle or equipment powered by a flammable liquid fuel is empty and installed batteries are protected from short circuit;
- 2 The fuel tank(s) of the vehicle or equipment powered by a flammable gas is emptied of liquefied or compressed gas and the positive pressure in the tank does not exceed 2 bar, the fuel shut-off or isolation valve is closed and secured, and installed batteries are protected from short circuit; or
3. The vehicle or equipment is solely powered by a wet or dry storage battery or a sodium battery, and the battery is protected from short circuit.

As result, all the cargo will not do any harm/risk to the container itself and the vessel during the carriage by sea and/or by road. In any case, if the cargo are verified as hazardous cargo and effects us problem(s) in any operation of the cargo/vessel and/or causes damage to container/vessel any other facilities whatsoever, we shall duly take every and all responsibility for any loss/damage/cost to be incurred due to the same stuffing and stowage and recover all such loss/damage/cost immediately upon demand by you and/or your agents/servants.

If lost or damaged parts/costs belong to a third party, who will raise a claim for the loss or damage against you, we shall indemnify you, your servants and agents and hold all of you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain by reason of improper stuffing and wrong declaration of dangerous cargo.

If the ship or any other ship or property belonging to you should be arrested or arrested or detained or if the arrest or detention thereof should be threatened due to any loss or damage originated by improper stuffing and/or stowage, we shall provide such bail or other security as may be required to prevent such arrest or detention or to indemnify you in respect of any loss, damage or expenses caused by such arrest of detention whether or not the same may be justified.

In case of damage to the cargo itself owing to improper stuffing or stowage by wrong declaration dangerous cargo, we shall take the risk on our own account and never put responsibility on you.

The liability of each and every person under this guarantee 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 guarantee.

We accept that this guarantee shall be construed in accordance with Korean Law and each and every person liable under this guarantee shall at your request submit to the jurisdiction of the Korean Court.

Yours faithfully,

\_\_\_\_\_  
Position and Name:

Company Name :