

Letter of Undertaking

Date:

To: Evergreen Shipping Agency Lanka Private Limited
Level 9, "Parkland", #33, Park Street, Colombo 02.

Vessel :

B/L Number:

Voyage :

Container Number/s:

We/I request to issue **Electronic Delivery Order (E-DO)** against above Bill of Lading/in respect of the above-mentioned container(s) [hereinafter referred to as the "Container(s)"] and forward the same via below mentioned E-mail address (ID). As a condition to you issuing and/or releasing the **Electronic Delivery Order (E-DO)** to us/me, we/I agree/undertake to promptly clear the cargo in such Container(s) from the port in Sri Lanka or customs premises in Sri Lanka and to return the empty Containers to your nominated yard after paying prevailing charges and tariff. In the event we/I fail to do so or delay in doing so (for any reason whatsoever including any delays caused by or attributable to the Government of Sri Lanka or any public officer, department or government corporation) we/I agree/undertake to pay all charges/rates/tariff levied by you and/or determined by you, including without limitation liner demurrage, and all losses, damages, costs and expenses of whatsoever nature incurred by you reasonably likely to be incurred by you [including any fees, costs or expenses incurred by you or reasonably likely to be incurred by you pursuant to, or as a consequence, of any action, inquiry or steps taken or threatened to be taken by the Government of Sri Lanka or any public officer, department or government corporation relating to such Container(s)] until the empty Container(s) are returned to you.

Furthermore, in consideration of permitting the release of such Container(s) to be removed from the port in Sri Lanka or customs premises in Sri Lanka immediately after importation, we/I hereby agree to pay you all losses, damages and costs of whatsoever nature incurred by you or reasonably likely to be incurred by you in respect of, or arising from, pursuant to, or as consequence of such removal including without limitation for avoidance of any doubt the following specific types of losses, damages and costs -

- (a) rental, demurrage, liner demurrage and/or other charges payable for such Container(s) in accordance with any prevailing charges/rates/tariff levied by you and/or determined by you until the empty Container(s) are returned to you;
- (b) rental, demurrage and/or other charges payable on account of any delays [including, delays arising due to acts or omission of any third party including any delays caused by or attributable to the Government of Sri Lanka or any public officer, department or government corporation] in returning of empty Container(s) in accordance with prevailing rates/tariff levied by you and/or determined by you;
- (c) the total or partial loss or damage caused to such Container(s) (including, any loss or damage caused by any third party including any loss or damage caused by or attributable to the Government of Sri Lanka or any public officer, department or government corporation) as determined or assessed by you in your sole discretion in the event you decide in your sole discretion that there is total loss or loss or damage of such Container(s);
- (d) the cost, expenses, loss or damage caused to you in having to have such Container(s) emptied including without limitation all cost, expenses, losses or damage caused in discarding any goods/consignment stored or found to be stored in such Container(s); and/or
- (e) any fees, costs or expenses incurred by you or reasonably likely to be incurred by you pursuant to, or as a consequence, of any action, inquiry or steps taken or threatened to be taken by the Government of Sri Lanka or any public officer, department or government corporation relating to such Container(s).

We/I further agree to pay any fees, costs or expenses incurred by you or reasonably likely to be incurred by you in claiming from us/me any cost, expenses, loss or damage referred to above. We/I further agree to pay any fees, costs or expenses incurred by you or reasonably likely to be incurred by you in respect of any litigation that you may have to institute or defend relating to, or in connection with, such Container(s). We/I further

In the event that, any visible damage(s) on Container(s) are appeared prior to removal from the terminal premises, I/we am/are undertaking to inform you at the instant of such visible damage is noticed by me/us via below mentioned Email address (ID) and submit the “terminal damage report” while returning the empty container at nominated depot/terminal. Further in the event of my/our failure to submit such damage report, I/we agree to pay all applicable charges damages occurred to the container while the container is in my/our custody.

Further I/We undertake to return the Container(s) to nominated depot/terminal in “Clean Condition” by submitting the “**Cleanness Report**” from a Survey Company registered at **Chamber of Commerce**. If I/We are unable to obtain a “Cleanness Report” as specified herein, I/We shall pay the “washing charges” to you. You shall deduct the “washing charges” from the “security deposit” which has been deposited by me/us for each shipment or charge me/us separately. I/We are bound to pay the “washing charges” which shall be charged me/us by you. In addition to that, I/We undertake to remove all type of “cargo debris & placards” prior to returning to the empty Container to Colombo International Container Terminal (CICT), Jaya Container Terminal (JCT) and South Asia Gateway Container Terminal (SAGT). If failed to comply with the same I/We agree to pay you all applicable charges in such event and the damages incurred to you.

We/I hereby confirm that we/I have read and understood and/or we/I are aware of all prevailing rates/tariff levied by you in respect of containers.

Further in the event of our/my failure to return empty containers (pertaining to above shipment) within 180 days from the date of discharged (at port of Colombo) due to any reason, we/I agree/undertake the responsibility to pay applicable liner detention charges and “depreciated value” of involved containers within seven(7) days from the date of invoice received from Evergreen Shipping Agency Lanka Private Limited.

Name-.....
 Designation-.....
 Emergency (Mobile) Contact No-.....
 Consignee's Email.....
 Clearing Agent's Email (if any)