

BANK GUARANTY

**BANK AND CONSIGNEE JOINT
UNDERTAKING FOR DELIVERY OF CARGO
WITHOUT SURRENDER OF BILLS OF LADING**

ESS CARGO SERVICES LIMITED

S/S..... Voyage No..... Bill of Lading No.....and Date.....
Shipper Consignee.....
Notify Party Place of Shipment.....
Place of Delivery..... Number, Kind & Description of Goods.....
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**THIS GUARANTEE RELEASE IN EXCHANGE FOR ORIGINAL BILL OF LADING
ESS CARGO SERVICES LIMITED**

By.....

The undersigned bank and party claiming right to delivery are advised that you heretofore issued a negotiable bill of bills of lading covering the above-referenced shipment. And the goods have been discharged at the above-named place of delivery and are there being held. Both undersigned desire and request that the goods be delivered to the undersigned party claiming the right to delivery but are presently unable to produce and surrender the bill of bills of lading due to the non-arrival or loss thereof.

To induce you to so deliver the goods without the prior production and surrender of the original of such negotiable bill or bills of lading, properly endorsed, and in consideration thereof, we do hereby represent and warrant, with the knowledge and intention that such delivery be made in reliance thereof, as follows:

The undersigned party claiming the right to delivery is entitled to the possession of the goods and to the delivery thereof;(b) both undersigned will use their best efforts to locate and produce such bill or bills of lading and thereupon will promptly deliver and surrender the same to you; and (c) both undersigned have a financial interest in having the goods delivered as requested. The Bank signatory hereto is not prohibited by law from making and issuing this undertaking, and the person or persons executing the same on behalf of both undersigned have full power and authority to do so.

Further, the undersigned hereby jointly and severally undertake and agree as follows:(a) in consideration of GO releasing the cargo without original Bill of Lading. To pay to you on demand all freight, general average and other charges which maybe, or appear to be, due and payable by any person whatsoever in respect of the said shipment irrespective of the fact that, in any document (including but not limited to the relevant Bill of Lading and Notice of Arrival), the freight and or other charges have been described as prepaid." and (b) to defend, indemnify and hold you, the vessel, her owners, charterers, operators, master and attorney fees, which may grow out of or be connected with such delivery, and to pay the amount of all losses and expenses, including legal expenses and attorney's fees, which may result by reason of any breach of the foregoing representations, warranties or undertakings.

Executed thisday of 19 , at.....

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Bank Party Claiming Right of Delivery
By: By:.....
Title: Title:
Witness: Witness:.....