

LETTER OF INDEMNITY

Date :05/02/2020

To : **APL CO PTE LTD / AMERICAN PRESIDENT LINES, LTD**

Shipment's references:

M/V : CMA CGM JEAN GABRIE Voyage n° : 0WC54N1PL

Port of loading : CALLAO

Port of discharge : PHILADELPHIA

Bills of Lading no : ERU0106915

Container(s) no: TLLU1070781

in case of more than 2 containers for the b/l, please mention them on attached list

Description of goods: GRAPES

Shipper : LOS OLIVOS DE VILLACURI SAC

Consignee : VANGUARD DIRECT, LLC

Dear Sirs,

As per above mentioned shipment's references, the goods were shipped on the vessel at destination of the USA but the following changes have to be made onto the relevant manifest:

- Description of the nature of the goods
- Seal number

We hereby request you to modify the entry which was made with US customs.

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

1. On your first demand and without any justification, within 48 hours of demand, to indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, custom's fines, loss or damage of whatsoever nature which you may sustain by reason of changing the manifest/ Bill of Lading in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the changes of the manifest and non-compliance with the US regulations as aforesaid to provide you or them from time to time with sufficient funds to defend the same.

3. If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide on your first demand and

without any justification within 48 hrs such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

4. 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.

5. The obligations of each and every person under this indemnity shall be irrevocable and unconditional under any and all circumstances and shall not be subject to any reduction, offset, and deduction for any reason whatsoever.

6. That no statement relating to the contents, quality, description or value of the above mentioned cargo shall limit in any way our responsibilities and liabilities or exempt either of us from the said liabilities and responsibilities in respect of meeting any obligations falling on both of us in this respect.

7. This Letter of Indemnity shall be governed by and construed in accordance with Singapore law and any and all disputes arising out of or in connection with this Letter of Indemnity shall be submitted to the jurisdiction of the Singapore courts.

Yours faithfully,

For and on behalf of

Company name : LOS OLIVOS DE VILLACURI SAC

official title : CEO

name : MANUEL ENRIQUE YZAGA DIBOS

authorised signature

LOS OLIVOS DE VILLACURI S.A.G.


Manuel Yzaga Dibós
Gerente General