



As Agents for Hybur Ltd.  
3740 West 104th Street Suite 1  
Hialeah, FL 33018



## VERIFICATION OF SHIPPER OWNED CONTAINERS FORM SHIPPER-OWNED CONTAINER(S) INDEMNITY

In consideration of Hyde Shipping/Hybur Ltd. (The Agent and Carrier) agreeing to load and carry cargo in our shipper-owned and/or -operated container or containers listed herein nhe Containers"}, we the named and undersigned shipper ("We" or "the Shipper") hereby indemnify the Agent, its employees, agents and sub-contractors, and further indemnify the ship or ships on which the Containers are loaded and carried, from and against any and all liabilities, damage, loss, costs, expense or harm howsoever arising there from, and We further warrant, undertake and/or agree as follows:

1. As owner and/or operator of the container(s) and exporter of the cargo stowed in it/them, We hereby declare and undertake to the agent and Carrier that the Containers have undergone an initial security/safety inspection by a registered authority and have been found compliant with the norms established by the Container Safety Convention (CSC), including but not limited to the following:

- 1.1 The CSC validity of the Containers will exceed 3 months at the time of delivery for shipment to the Carrier; or
- 1.2 The Containers are operated under an Approved Continuous Examination Program (ACEP) In this case, We will provide an ACEP certificate to the Carrier before our booking can be accepted; and
- 1.3 If the Containers are tanktainers, they will at all times comply with the rules established by the International Tank Container Organization (ITCO); and
- 1.4 The Containers will at all times comply with ISO standards such as but not limited to handling, securing, and stacking capabilities; and
- 1.5 The Containers will adhere to any security and/or customs sealing regulations for containers (TIR Regulations); and
- 1.6 The Containers meet the stacking weight minimum of 192,000kg

2. As shipper of the Containers we indemnify the Agent and Carrier against any loss which may arise (including but not limited to damage to vessel or other personal property on board, loss of life, or personal injury) due to any non-compliance of the Containers, with CSC, ISO or TIR standards, or to any structural deficiency of the Containers including latent defect.

3. As shipper of cargo stowed within the Containers, We also hereby release the Agent and Carrier, its employees, agents and sub-contractors from any and all responsibility and/or liability for the condition, quality and quantity of cargo whilst in the Carrier's care or custody (except in the event of Carrier's proven negligence, but in any event always subject to the Carrier's conditions of carriage), and in the event of any claims in respect of the cargo, We undertake to handle any such matters directly with third parties upon first written demand to do so from the Carrier.

4. In the case of any Containers which are either refrigerated containers or tanktainers, we further acknowledge that neither the Agent/Carrier nor any of its employees, agents or sub-contractors are in any way responsible for the technical condition of such Containers. We will undertake the correct pre-setting of such Containers and the continuing functioning of them and of their machinery will be our sole responsibility.



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5. The Agent and Carrier may attempt, but is not obligated to carry out repairs to Container which are refrigerated containers or tanktainers. Such repairs will be at the Shipper's risk and expense, and we will indemnify the Agent and Carrier against any liability arising from such repairs carried out by the Agent and Carrier, or arising in respect of cargo therein. If the malfunction or defect in such Containers can be investigated or repaired in a port, the Agent and Carrier may, but shall not be obligated to, order a shore based service at the Shipper's risk and expense. The service may be ordered with or without prior notification to the Shipper.

6. The Agent and Carrier shall have the liberty to discharge any defective Containers which can not be repaired on board, at any port. If repairs cannot be carried out before the ship's departure, the Agent and Carrier may leave the defective Containers in that port and ship them when repaired to the destination on board of another vessel. All costs and expenses shall be for the Shipper's account, including but not restricted to costs for re-stowage (if necessary), on-carriage, disposal costs (in the event that the cargo is either dangerous or subject to destruction orders), storage, Customs, and any other costs associated with the operation.

7. In the case of any malfunction or defect which cannot be repaired because We did not provide the necessary spare parts, manuals, information, or assistance to the Carrier, we will indemnify Agent and Carrier, its employees, agents and sub-contractors, and further indemnify the ship or ships on which the Containers were loaded and carried, and hold them harmless in respect of any liability, loss or damage. We will not in any event hold the Agent and Carrier liable for minor damage which might occur during the carriage of the Containers.

8. This indemnity shall be governed by and construed in accordance with United States law and every person liable under this indemnity shall at the Agent and Carrier's request submit to the jurisdiction of the United States Federal Court for the Southern District of Florida. Any action by Agent and Carrier to enforce any provision herein may be brought before any court of competent jurisdiction at the option of the Carrier.

For and on behalf of the Shipper

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Name (Please Print)

Signature

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Title

Phone number

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Company Name (Please Print)

Company Address



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**List the shipper owned container(s) in the following section (1 container per table)**

Container Number	ISO Container Type	Reefer model Number (if applicable)	CSC Approval Reference	Date of Manufacture	Next examination Date
	Max. Gross Weight in kg.	Max. gross weight in lbs.	Allow.Stacking for 1.8g in kg.	Allow.Stacking for 1.8g in lbs.	ACEP Number (if applicable)

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**For and on behalf of the Shipper**

\_\_\_\_\_  
**Name (Please Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone number**

\_\_\_\_\_  
**Company Name (Please Print)**

\_\_\_\_\_  
**Company Address**

# **IMPORTANT NOTICE**

## **SHIPPER OWNED CONTAINERS**

Due to the increase in the number of shipper owned containers ("SOC") being shipped with Hyde Shipping/Hybur Ltd., we remind customers of the legal requirements to be satisfied, so as to ensure that these containers are safe to handle and transport on our ships.

Unfortunately, this will involve compliance with the following requirements for the export/import of ALL SOC's.

1. All SOC's received into Hyde Shipping/Hybur Ltd.'s control must have a valid Container Safety Convention ("CSC") plate presented clearly on the SOC door, with an expiry date at least 3 months later than the estimated load date of the SOC;
2. A signed SOC Indemnity Form is to be forwarded to the Hyde Shipping Traffic Coordinator for approval, before Hyde Shipping/Hybur Ltd. can accept an SOC booking from our customers;
3. If the Indemnity Form is not supplied or any information supplied is found to be incorrect, the SOC will NOT be accepted at the gates of the terminal or point of receipt.

This procedure is effective immediately and should be followed for all current SOC bookings and any made in the future.

A SOC Indemnity Form is available on our website [www.hydeshipping.com](http://www.hydeshipping.com) and can also be supplied by our Customer Services team at the time of your next SOC booking.

Please, ensure you make it clear that the booking is for an SOC (container, tank, reefer- operating or NOR, flat rack).

We sincerely apologize for the additional documentation now required and associated changes in process, but thank you for understanding the need to ensure that the interests of all parties are properly protected when we are called upon to carry equipment not owned or maintained by us.

If you have any queries please contact your local agent.