

SHIPPER-OWNED CONTAINER(S) INDEMNITY

In consideration of Matson South Pacific Limited agreeing on behalf of its carrier principals (together “the Carrier”) to load and carry cargo in our shipper-owned and/or -operated container or containers listed herein (“the Containers”), we the named and undersigned shipper (“We” or “the Shipper”) hereby indemnify the Carrier, 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 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 Organisation (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 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 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.



Matson South Pacific Ltd – Verification of Shipper Owned Containers Form

- 4. In the case of any Containers which are either refrigerated containers or tanktainers, We further acknowledge that neither the 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.
- 5. The 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 Carrier against any liability arising from such repairs carried out by the 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 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 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 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 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 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 New Zealand law and every person liable under this indemnity shall at the Carrier’s request submit to the jurisdiction of the Courts of New Zealand.

For and on behalf of the Shipper

Name (BLOCK LETTERS)

Signature

Job Description (BLOCK LETTERS)

Phone number

Company (BLOCK LETTERS)

Company Address (BLOCK LETTERS)



Matson South Pacific Ltd – Verification of Shipper Owned Containers Form

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 1.8 g in kg	Allow. Stacking for 1.8 g in lbs	ACEP Number (if applicable)

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 1.8 g in kg	Allow. Stacking for 1.8 g in lbs	ACEP Number (if applicable)

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 1.8 g in kg	Allow. Stacking for 1.8 g in lbs	ACEP Number (if applicable)

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 1.8 g in kg	Allow. Stacking for 1.8 g in lbs	ACEP Number (if applicable)

The information provided in the above tables is accurate and subject to the aforementioned clauses and requirements set out in sections 1-8 of this Matson Verification of Shipper Owned Container form

Name (BLOCK LETTERS)

Signature

Job Description (BLOCK LETTERS)

Phone number

Company (BLOCK LETTERS)

Company Address (BLOCK LETTERS)