

Factory De-Stuffing Bond

If the Bill of Lading is issued under Gold Star Line limited/ Laurel Navigation Limited then the Bond should be in favour of Star Shipping Services (I) Pvt. Ltd.

In case of any other Bill of Lading, other than Zim Integrated Shipping Services, the Bond should be in favour of Star Shipping Services (I) Pvt. Ltd.

(To Be Printed on Rs 500/- Non Judicial Stamp Paper)

FACTORY DESTUFFING BOND

This Bond is executed on this _____ day of _____, _____, by
(IN CASE OF COMPANY) M/s.

a Company incorporated under the Indian Companies Act, 1956, having its
Registered Office at

(Hereinafter referred to as "the Consignee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns)

OR

(IN CASE OF PARTNERSHIP FIRM)

M/s _____ a Partnership Firm duly
registered under the Indian Partnership Act, having its office at

(Hereinafter called the "the Consignee" which expression shall unless be repugnant to the subject or context, include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors, and assigns through its Partner)

OR

(IN CASE OF PROPRIETORSHIP FIRM)

Mr. _____, a Proprietorship Concern carrying on
business in the name and style

M/s. _____

having his/ her Shop/ Office at _____

(Hereinafter called the "the Consignee" which expression shall unless be

repugnant to the subject or context, include his/ her heirs, legal representatives, administrators, executors, successors, and assigns).

In favour of., M/s. Star Shipping Services (I) Pvt. Ltd., a Company registered under the Companies Act, 1956 and having its Registered office at Raheja Centre-Point, 3rd Floor, 294, C.S.T. Road, Off Bandra Kurla Complex, Kalina, Santacruz (E), Mumbai - 400098, India (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns and its Affiliates and Associates).

The above referred Consignee and Carrier shall be individually referred to as "Party" and collectively as "Parties".

AND WHEREAS the Consignee has represented to the Company that they are regular importers of import laden containers utilizing the services of the Company.

AND WHEREAS the Consignee has further represented that it is inconvenient for them to furnish Bond for de-stuffing of each Container and requested the company to grant permission to furnish a Collective Bond for a specific duration for all import laden containers arriving during the validity of the said Bond.

AND WHEREAS based on the aforesaid representations, the Company has agreed to accept a Collective Bond from the Consignee under which they can take the delivery of all import laden container/s for shipments effective from _____ till _____ (hereinafter the period of the Bond). (herein after referred to as containers").

AND WHEREAS the Consignee recognizes that all the import laden containers for de-vanning at their premises are subject to the Collective Container Bond executed by them in favour of their Principal carrier i.e. namely M/s Zim Integrated Shipping services Ltd., or M/s. Gold Star Lines Ltd., and M/s. Laurel Navigation Ltd., as applicable.

AND WHEREAS the Company, based upon the Consignee's representation and warranties, has accepted the request of the Consignee on below terms and condition.

NOW THESE PRESENTS WITNESSETH

1. The Consignee hereby agrees that at their/ his own cost and risk they shall remove all the import laden container(s) from the _____ Port/ Terminal/ CFS/ ICD arriving during the period of existence of this Bond, after payment of customs duty, within _____ days of discharge or arrival of cargo in the said Port/ Terminal/ CFS/ ICD (whichever is later) and shall return the empty Container(s) in sound condition at Consignee's cost and risk to the Company's nominated empty depot within the validity days as may be specified in Delivery Order in each case.

2. The Consignee hereby agree and undertake that if any damage is caused to any of the container(s) under this Collective Bond whilst in transit or in their custody, the Consignee shall pay the repair cost towards damage as estimated by the Company surveyors after empty return or thereafter immediately on such demand of payment made by the Company without any protest or demur.
3. The Consignee hereby undertake and agree to pay Container detention and other charges as per tariff displayed on Company's official web site i.e. www.zim.com and also undertake to pay the charges when demanded by Company on/ or before returning of empty containers to the nominated empty depot without any delay, dispute or objection.
4. The Consignee hereby undertake and agree that in case of their failure or inability to return the empty container(s) within the validity of the Import Delivery Order/ Empty Offloading Letter, they shall obtain necessary extension/ revalidation of Import Delivery Order/ Empty Offloading Letter from Company in advance with the extended empty return date. In case of failure to do so, any Charges/ Penalty/ Levy imposed by Company or by any other Authority upon Company or on Consignee shall be paid by Consignee without any demur or delay.
5. The Consignee hereby undertake and agree that in case any of the container(s) is lost, stolen or theft of such Container/s whilst in their custody then they shall immediately inform the Company along with copy of FIR/ Police complaint lodged with the Police Station having jurisdiction of the place where the incident as above occurred, and shall also pay the Company the cost of each container and the Customs Duty & any other taxes (as per Govt. rules) applicable on each container as per below table

i.e. 20'DV container-USD 2,500, 40'DV container-USD 5,000,40' HC container-USD 5,500 20' RF container - USD 10,000, 40' RF container - USD 20,000.

Where the stolen Container/s is traced/ located by the concerned Police Station, the Consignee alone shall be responsible for obtaining the said Container/s from the Police Custody complying due process of law, including Legal and counsel fees required for return of the Container/s back to the Company at its nominated depot.

In addition Custom Duty and any other Govt. or semi Govt. Charges/ Fees/ Levy/ Penalty etc. if applicable shall be settled upon demand within 3 days including the container detention charges till the date the full amount of dues are settled and/or necessary Receipt/ Permissions/ FIR etc. as may be required from the concerned authorities are submitted to the Company.

6. The Consignee further agrees and acknowledges that it is their sole responsibility to ensure that they check the condition of the Container before taking delivery from the nominated depot. Any claim, after taking the delivery of the Container in safe and sound condition, of whatsoever nature shall neither be accepted nor entertained.
7. The Consignee hereby agrees and undertakes to guarantee that containers shall not be retained in their custody beyond the validity of the Import Delivery Order or Empty Offloading Letter. Should there be any delays beyond such time limit, the Consignee understand and accept that the Company shall reserve right to declare the container as lost and may demand immediate return of container/s or equivalent cost of container/s as per the declared value stated in Clause 5 hereinabove, including container detention charges and Custom Duty and any other Govt. or semi Govt. Charges/ Fees/ Levy/ Penalty/ Tax etc. and the Consignee shall pay the demand amount without any demur or delay.
8. The Consignee hereby agrees to tender a banker's Demand Draft duly valid for INR 10000/- for 20' and INR 20000/- per 40' container as security for returning the empty containers in safe and sound condition, payment of Detention, Repair Charges, Taxes, Levy and Penalties as may be imposed by custom or other authorities due to non-compliance of the condition set forth or agreed herein by the Consignee. In case the Company advices the Consignee or his agent that the aforementioned charges are exceeding the security value in that case the Consignee immediately or within two (2) days shall deposit in Cash/ Demand Draft the remaining or entire amount as it deemed fit with the company.
9. The Consignee hereby agrees that they shall produce the original copy of the Import Delivery Order/ Empty Offloading Letter duly endorsed by Company's nominated empty depot representative along with settlement of all demands for extra charges applicable (i.e. Detention, Damage, Repair etc.) within 5 days

from the date of return of the empty container (s) to the nominated empty depot failing which, the Consignee hereby voluntarily approves the Company to deposit the said security cheque for recovery of their liability charges without seeking any prior permission and the Consignee hereby undertakes and ensure the Company that the security cheque so deposited against the aforesaid liability will be honoured by their bankers without any reasons associated with the dishonour of Cheques.

10. The Consignee hereby agree and undertake that they shall indemnify and keep indemnified the Company, their Director, Agencies, Representative, Employee, Director and their Principal Carriers, Directors, Representative, Employee and Agencies and shall keep harmless from and against all direct and indirect losses, Third Party Claims, Penalty, Taxes, Levy imposed by Custom or other authorities and damages sustained by Company, Principal Carrier (including liquidated damages) and consequences which may arise due to acceptance of request of the Consignee by the Company or failure on part of Consignee for not complying with any of the requisite act/ obligation as stated herein or as per Law/ Rules/ Regulations/ Circular.
11. This Bond shall continue to remain in force and effect till such time the Consignee fulfils all the terms and conditions as stated hereinabove, completes all formalities in accordance with requirements prescribed by Customs and/ or any other Authorities and discharges all the demands made by the company and upon such necessary compliances the Bond shall cease to exist.
12. The Consignee hereby further agrees that this bond shall be binding upon them, should they default in compliance or accomplishment of the guarantees mentioned hereinabove or any of the terms and conditions held to be illegal.
13. Notwithstanding anything stated hereinabove the Consignee hereby agrees, accepts and confirms that the understanding contained in this bond is irrevocable and shall continue to exist till the validity of this bond and all the empty containers under this Collective Bond is safely returned to the Company's nominated depot and all charges and demands by the Company made as per clause (10) hereinabove with regard to the damage, delay, loss or theft of the Container/s are fully paid and settled in respect of the Containers taken for de-vanning to their premises and only thereafter this bond shall cease to exist

automatically.

14. Both the parties hereby agree that recital and the annexure shall form an integral part of this Bond.

IN WITNESS WHEREOF, the Consignee has delivered this Bond on the day and the year first above written.

**Signed and delivered by
For and on behalf of Consignee**

In the presence of Witness

(Name and Designation of Signatory and Consignee rubber stamp) _____

Signature: _____

Address: _____

Full Name: _____

Address: _____

Place: _____

Place: _____

Date: _____

Date: _____

ANNEXURE – B

Sr. No.	B/L. No.	Container No.	Cargo Details	Name of Vessel	Date of Arrival