

PEMBUKAAN PERJANJIAN SHIPPING GUARANTEE
AGREEMENT OF SHIPPING GUARANTEE

Kepada | *To* : PT BANK BTPN, TBK
JAKARTA

Accompanying Documents/*Dokumen penyerta*
1. Shipping Indemnity/AWB copy/ *Salinan Shipping Indemnity/AWB*
2. Non-negotiable B/L/ *B/L yang Non-Negotiable*
3. Invoice Copy /*Salinan Invoice*
4. L/C copy (if applicable)/*Salinan L/C (ika ada)*

Tanggal | *Date*: _____

Letter Of Credit No <i>Nomor L/C</i>	
Deskripsi Barang <i>Description of goods</i>	
Jumlah Barang <i>Quantity</i>	
Invoice No. <i>Nomor Invoice</i>	
Nilai Invoice <i>Invoice value</i>	
Penerima jaminan <i>Indemnitee</i>	
Pelabuhan muat <i>Port of Shipment</i>	
Pelabuhan bongkar <i>Port Of Discharge</i>	
Number & date of Bill of Lading/ AWB <i>No & Tanggal B/L/AWB</i>	

Mempertimbangkan atas penandatanganan Saudara berdasarkan permohonan kami untuk Letter of Guarantee/Letter of Indemnity yang memperkenankan Kami untuk mengambil pengiriman atas barang yang disebutkan diatas tanpa menggunakan Bill of Lading atau dokumen kepemilikan lainnya, Kami (atas nama sendiri, pengganti dan yang di tugaskan) dengan ini tanpa dapat membatalkan secara sepihak dan tanpa kondisi-kondisi, setuju atas hal sebagai berikut

In consideration of your countersigning at our request a Letter of Guarantee/Letter of Indemnity to enable us to take delivery of the above describe Goods without producing the Bill Of Lading or other documents of title, we (for ourselves, our successor and assigns) hereby irrevocably and unconditionally agree as follows:

1. We shall at all times keep you fully and completely indemnified against any and all claims, demands, proceedings, actions, liabilities, damages, costs, losses and expenses (including legal fees on a full indemnity basis) and against all payments whatsoever that may be incurred, sustained or made by you in relation to or arising from this agreement and/or the Letter of Guarantee/Letter of Indemnity and/or any of the transactions contemplated hereby or thereby. Our obligations to indemnify you as aforesaid are absolute and unconditional. We agree that it shall not be a defence to any demand hereunder, and our obligations to you shall not be affected by the fact, that you were or might have been justified in refusing to make payment or otherwise incur a liability in connection with the Letter of Guarantee/ Letter of Indemnity. You are irrevocably and unconditionally authorized from the time to time and at any time without further reference to us to debit or earmark our current and/or savings account(s) with you in the amount (or its equivalent in other currencies) due to you under this agreement and /or the Letter of Guarantee/ Letter of Indemnity. We shall immediately reimburse you for any and all payments made by you in connection with this Agreement and/or the letter of Guarantee/Letter of Indemnity that are not paid from our accounts are aforesaid.
2. We shall duly honour and discharge all bills of exchange and documents presented in relation to the said Goods. Where we are the drawee of a bill of exchange, the bill of exchange shall be paid on presentation, or, if applicable, accepted upon presentation and paid on its due date by us without delay. Where you are the drawee of bill of exchange, we shall pay the bill of exchange on its due date together with interest at the rate specified by you from time to time, and all costs and expenses incurred by you.
3. We undertake to have your obligations under the Letter of Guarantee/Letter of Indemnity unconditionally discharged to your satisfaction within 21 days from the date of this Agreement and to produce the actual and irrevocable return of the Letter of Guarantee/Letter of Indemnity to you for cancellation. In the event we fail to comply with our obligations under this clause 3,

we undertake to provide you on demand with such security as you may require and on terms and conditions which are satisfactory to you. Our obligations and liability under this agreement will continue until the Letter of Guarantee/Letter of Indemnity is returned to you for actual and irrevocable cancellation.

4. Until you have received full payment due to you on the bills of exchange or documents relating to the Goods, we shall hold the Goods and the documents relating thereto in trust solely for you. We have not and shall not create or allow to be created any encumbrance or security over any of the Goods or the documents. We undertake not to sell the Goods without your prior written consent and that any sale shall be subject to such terms and conditions as are satisfactory to you. The proceeds from any sale of the Goods shall immediately be paid to you without any deduction or withholding. We confirm that no other bank is involved in this transaction.
5. We shall remain responsible and liable for the landing, unloading, clearance, transportation, storage and Insurance of the Goods and for all costs and expenses related thereto. We shall also be responsible and liable for payment of all duties and taxes relating to the Goods.
6. We shall remain responsible and liable for any damage or loss that may occur in relation to the Goods.
7. In the event the Bill of Lading or other title documents relating to the Goods are not received through you or your agents, we undertake to pay you a commission in the amount and in the time and manner specified by you.
8. We waive all irregularities and discrepancies in relation to the Goods and the documents relating thereto and agree that you may pay or accept any bill of exchange received by you in respect of the Goods tendered pursuant to L/C / Collection notwithstanding any such irregularity or discrepancy
9. All matters not expressly referred to herein shall be governed by the provision of the Letter of Credit Agreement signed by us. In the event if inconsistency between the provisions herein and in the Letter of Credit Agreement, the provisions herein shall prevail.
10. This agreement shall be governed by and construed in accordance with the Laws of Republic of Indonesia and we submit to the non-exclusive jurisdiction of Indonesian courts in relation to any dispute arising from or in connection with this agreement and letter of Guarantee/ Letter of indemnity.
11. Pernyataan tentang Tidak Bertransaksi dengan Pihak Yang Dijatuhkan Sanksi/ *Declaration on Not Dealing with Sanctioned Party* :

Saya/Kami memahami bahwa Amerika Serikat (termasuk, tetapi tidak terbatas pada, Kantor Pengawasan Aset Luar Negeri Departemen Keuangan Amerika Serikat), Dewan Keamanan PBB, Uni Eropa, Britania Raya, Jepang (termasuk, tetapi tidak terbatas pada, Kementerian Luar Negeri Jepang atau otoritas sanksi terkait lainnya dapat, dari waktu ke waktu, memberlakukan sanksi – sanksi tertentu terhadap Negara, entitas dan individu tertentu dan hal ini mungkin menyebabkan Bank tidak dapat memproses transaksi yang melibatkan pelanggaran sanksi. Kami selanjutnya menyatakan dan menegaskan bahwa:

I/We understand that the United States of America (including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control), the United Nations Security Council, the European Union, the United Kingdom, Japan (including, without limitation, the Ministry of Foreign Affairs of Japan (MOFA) or other relevant sanctions authorities may impose, from time to time, specific sanctions against certain countries, entities and individual and the Bank may be unable to process a transaction that involves a breach of sanctions, we further declare and confirm that we are not connected directly or indirectly with any sanctioned country and the transaction with the Bank will not be considered as transactions that involved a breach of sanctions, we further declare and confirm that :

i. Saya/Kami tidak berhubungan baik secara langsung maupun tidak langsung dengan Negara mana pun yang sedang dikenakan sanksi dan transaksi dengan Bank tidak akan dianggap sebagai transaksi yang melibatkan suatu pelanggaran sanksi ; dan

I/We are not connected directly or indirectly with any sanctioned country and the transaction with the Bank will not be considered as transactions that involved a breach of sanctions; and

ii. Saya/Kami menyetujui bahwa apabila Bank diwajibkan untuk mengungkapkan informasi apa pun atau apabila ada pengiriman barang atau transfer dana diblokir, dibekukan, ditunda, ditolak atau dibatalkan karena dinyatakan terkait dengan sanksi, Bank tidak akan bertanggung jawab atas setiap kerugian, kewajiban, denda, biaya atau pengeluaran (“Kewajiban”) yang mungkin timbul dan Pemohon akan membebaskan Bank terhadap setiap Kewajiban yang mungkin ditimbulkan oleh Bank.

I/We agree that if the Bank is required to disclose any information or if any remittance or fund transfer is blocked, frozen, delayed, refused or cancelled because it is claimed to be sanction-related, the Bank shall not be liable for any losses, liabilities, penalties, costs or expenses ("Liabilities") that may be incurred and we shall indemnify the Bank against any Liabilities that the Bank may incur.

Saya/Kami selanjutnya menyetujui dan menegaskan bahwa transaksi – transaksi ini tidak melibatkan:

I/ We further agrees and confirms that the transactions do not involve :

i. Pembiayaan impor atau perdagangan barang melalui perantara yang mana Negara asalnya adalah Negara Korea Utara atau yang dikapalkan dari Negara Korea Utara, atau untuk aktivitas pembiayaan yang mungkin berkontribusi untuk rencana – rencana atau persiapan – persiapan yang berkaitan dengan nuklir di Negara Korea Utara ; atau

Financing imports or the trade through intermediaries of goods which country of origin is North Korea or which are shipped from North Korea, or funding activities which may contribute to nuclear-related plans or preparations in North Korea ; or
ii. setiap barang, transaksi, atau hubungan usaha yang secara langsung maupun tidak langsung berkaitan dengan Negara Iran.

Any goods, transaction or business relationship directly or indirectly relating to Iran

Stamp Duty
Materai

Authorized Signature and Stamp

Tanda tangan dan cap yang berwenang

Name : _____
Nama : _____
Designation : _____
Jabatan : _____
Address : _____
Alamat : _____

PEMERIKSAAN AML <i>AML CHECKING</i>	DISETUJUI <i>APPROVED</i>	DIVERIFIKASI <i>VERIFIED</i>

IDEMNITY

In considerations of the Bank countersigning the Letter of Guarantee/ Letter of Indemnity referred to herein, we irrevocably and unconditionally agree to keep Bank fully and completely indemnified against any and all claims, demands, proceedings, actions, liabilities, damages, costs, losses and expenses (including legal fees on a fully indemnity basis) and against all payments whatsoever that may be made by the bank in relation to or arising from this Agreement and/or the Letter of Guarantee/Letter of Indemnity

Date: _____

Tanggal: _____

Authorized Signature(s) Of Guarantor

Tandatangan Penjamin yang berwenang

By:

Oleh:

Designation:

Jabatan:

(Bank untuk Bank to add any other administrative details required eg. Signature verification etc.)