LETTER OF GUARANTEE SUBJECT: SHIPPER OWNED CONTAINER(S) NUMBER(S)

USED IN CONNECTION WITH BOOKING NO. OR B/L NO.

THE USE OF THE CONTAINER(S) ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT AND ACCEPTED BY THE SHIPPER.

(EVERGREEN LINE as referred herein means the carriers consisting of Evergreen Marine Corp. (Taiwan) Ltd.、Italia Marittima S.p.A.、Evergreen Marine (UK) Ltd.、Evergreen Marine

(Hong Kong) Limited and Evergreen Marine (Singapore) Pte. Ltd., hereinafter jointly referred to as the “Carrier”)

1. Shipper shall take the responsibility to pay or reimburse including but not limited to all rental, repair charges or on-hire/off-hire charges which might result from the use of the Container(s).
2. It is Shipper’s duty to check and assure the conditions of the Container(s) is (are) in conformance with CSC (International Convention for Safe Container, or any statutory modification or re-enactment thereof) standard. Shipper shall be fully responsible for any loss including but not limited to cargo damage and/or human injury, directly or indirectly, caused by failure/defect of the Container(s).
3. Shipper has to guarantee that the size of Container(s) shall conform with gauge of ISO standard (Attached table is the specification for guidance). With the condition that Container(s) is (are) out gauged, Shipper is obligated to notify Carrier in writing in advance, and assume the extra cost generated by the event(s) of out gauged Container(s). Any failures by Shipper to do so, Shipper hereby irrevocably and unconditionally undertake to indemnify and hold Carrier harmless against the losses, damages, costs and expenses of whatsoever nature which Carrier may sustain or suffer, directly or indirectly, arising out or in connection thereof.
4. Carrier shall not be responsible for normal tear and wear of and/or for any damage to or loss of the Container(s) except a total loss or constructive destruction to a un-repairable extent caused by Carrier’s gross negligence or willful misconduct whilst in Carrier's possession evidenced by ‘Stevedore Damage Report’ or vessel's ‘Sea Protest’.
5. When the Container(s) have been released to Consignee(s) as evidence by the Equipment Interchange Receipt, in no event shall Carrier be responsible for Shipper and/or Consignee(s)’s failure of complying with the local rules and regulations to re-export the Container(s) within the time limitation. Any failure by Shipper and/or Consignee(s) to do so, Shipper hereby irrevocably and unconditionally undertake to indemnify and hold Carrier harmless against the losses,

damages, costs and expenses of whatsoever nature which Carrier may sustain or suffer, directly or indirectly, arising out or in connection thereof.

1. Shipper must notify Consignee(s) who also shall confirm in writing as attached to this Letter of Guarantee not to return the Container(s) to Carrier's terminals and/or depots. However, chassis that are owned, leased or operated by Carrier must be returned to Carrier’s assigned depot or terminal. In case any Container(s) is (are) returned to Carrier's terminals and/or depots, Shipper shall be responsible for the storage, rental loss, reposition ocean freight and handling charges of the Container(s) if any. Carrier should be indemnified of all costs to position the Container(s) to the place where is acceptable to the Shipper or its consignee.
2. In order not to cause any delay of export and Customs penalties, Shipper has to return his laden Container(s) to assigned depot/terminal and provide related documents as required to loading port agent/office as early as possible for timely filing to Customs. Shipper shall be responsible for any delay of export or the possible penalty due to the reasons mentioned above.

BY:

(NAME) (SIGNATURE) (DAY/MONTH/YEAR)

(COMPANY'S NAME)

(ADDRESS)

**Attached Table**

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| --- | --- | --- | --- | --- | --- | --- |
| Container Size Specification | Exterior | | | Metric System | | |
| Length | Width | Height | Length | Width | Height |
| 20' Steel Dry Cargo Container | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' Steel Dry Cargo Container | 40'-0" | 8'-0" | 8'-6" | 12.192 m | 2.438 m | 2.591 m |
| 40' Hi-Cube Steel Dry Cargo Container | 40'-0" | 8'-0" | 9'-6" | 12.192 m | 2.438 m | 2.896 m |
| 45' Hi-Cube Steel Dry Cargo Container | 45'-0" | 8'-0" | 9'-6" | 13.716 m | 2.438 m | 2.896 m |

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| --- | --- | --- | --- | --- | --- | --- |
| Container Size Specification | Exterior | | | Metric System | | |
| Length | Width | Height | Length | Width | Height |
| 20' M.G.S.S. Refrigerated Container | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' M.G.S.S. Hi-Cube  Refrigerated Container | 40'-0" | 8'-0" | 9'-6" | 12.192 m | 2.438 m | 2.896 m |
| 20' Aluminum Refrigerated Container | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' Hi-Cube Aluminum Refrigerated Container | 40'-0" | 8'-0" | 9'-6" | 12.192 m | 2.438 m | 2.896 m |
| 20' Full Height Open Top Container | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' Full Height Open Top Container | 40'-0" | 8'-0" | 8'-6" | 12.192 m | 2.438 m | 2.591 m |
| 20 'Flat Rack Container with Four Freestanding Posts | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' Flat Rack Container with Four Freestanding Posts | 40'-0" | 8'-0" | 8'-6" | 12.192 m | 2.438 m | 2.591 m |
| 20' Flat Rack Container with Collapsible End | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |
| 40' Flat Rack Container with Collapsible End | 40'-0" | 8'-0" | 8'-6" | 12.192 m | 2.438 m | 2.591 m |
| 20' Fuel Tank Container | 20'-0" | 8'-0" | 8'-6" | 6.058 m | 2.438 m | 2.591 m |