[to be printed on letterhead]

Declaration and Letter of Indemnity in respect of cargoes intended to be shipped subject Basel Convention Annex IX List B green waste – multiple bookings

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To MSC Mediterranean Shipping Company S.A., its Agents, employees and sub-contractors (hereinafter collectively "MSC").

SHIPPER	
Company Name	[insert company name]
Address	[insert company address]
Country	[insert company country]
IMPORTER	
Company Name	[insert company name]
Address	[insert company address]
Country	[insert company country]
ROUTING	
Port of loading	[insert port of loading as mentioned on the B/L]
Port of discharge	[insert port of discharge as mentioned on the B/L]
CARGO INFO	
Waste code	[insert the relevant Basel Waste code]
HS code	[insert HS code as mentioned on the B/L]
DATE	
Date of issue	[insert date of signing this LOI]
Date of expiry	[insert date of signing of this LOI + 1 year]

Dear,

In consideration of Mediterranean Shipping Company (MSC) agreeing to ship the above-mentioned consignments of cargo subject to Basel Convention Annex IX list B "green waste" ("the Cargo"), We, the undersigned ..... hereby confirm, without prejudice to the application of the terms and conditions of the contract of carriage:

- That the Cargo is classified as non-hazardous, green-listed waste in accordance with applicable international and national regulations, including but not limited to the Basel Convention and OECD requirements where applicable;

- That the Cargo is not contaminated with any hazardous substance or waste listed under Annex III of the Basel Convention and does not possess any hazardous characteristics as defined therein;

- That the Cargo is intended solely for environmentally sound recovery and/or recycling operations;

- That there is a contract between shipper and consignee that ensures the environmentally sound management of the Cargo;

- That written approval has been obtained confirming that the import of the Cargo is permitted in the destination country;

- That we shall ensure generally that the shipment complies with all applicable laws and regulations governing transboundary movements of waste, including customs, environmental, transport, and import/export requirements;

- That We shall indemnify MSC and hold all of you harmless in respect of any liability, loss, damage, fines or expense of whatsoever nature, including reasonable legal costs, which you may sustain as a consequence of or in connection with any non-compliance with our undertakings as aforesaid;

- That, in the event of any proceedings being commenced against you or any of your servants or agents in connection with such non-compliance, We shall provide you or them on demand with sufficient funds to defend the same;

- That if, in connection with any non-compliance as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention, whether or not such interference may be justified;

This Letter of Indemnity shall be subject to the law and jurisdiction clause applicable to the underlying contract of carriage (Bill of Lading or Sea Waybill, as applicable) and shall apply to any such bookings placed on or before the .....

Yours faithfully,

Signed: .....

Print name: .....

Position: .....

As authorised signatory for .....

Date and place: .....