

(SAMPLE)



To : SALVAGE COMPANY.
(Address)

Dear Sirs,

M/V “(Name of Vessel)”
Stranded Off (Place of Accident) on (Date of Accident)

1. In consideration of your refraining from calling for the completion of security by means of a Guarantee in the form prescribed by the Council of Lloyds in connection with your claim for remuneration in respect of salvage services rendered to the “M.V.(Name of Vessel, HER BUNKERS, STORES AND, IF AT RISK OF (Name of Vessel), FREIGHT ” under the terms of Lloyd’s Standard Form of Salvage Agreement 2011 “No Cure-No Pay” dated (Date of Contract), we hereby undertake to pay to you on demand any sum or sums, together with interest and costs which may be agreed between you and the Owners of the salvaged property in respect of which this undertaking is given or which may be awarded to you in respect of the said salvaged property in respect of which this undertaking of given or which may be awarded to you in respect of the said salvaged property by an Arbitrator or Appeal Arbitrator appointed by the Council of Lloyds under the terms of the said Lloyd’s Standard Form of Salvage Agreement 2011 “No Cure-No Pay”
2. In the event of an amicable settlement being reached, and in the absence of any agreement as to date of payment and interest accruing thereafter, it is hereby agreed that payment of the settlement monies will be effected within 28 calendar days after the date of such settlement and, in the event of non-payment within that period, we undertake to pay, in addition to the principal sum, interest thereon at the rate of 10.00 percent per annum from and including the day after the due date for payment specified above until and including the date upon which payment is received and credited for value to an account to be nominated by you
3. .Any monies paid by the undersigned hereunder shall be deemed to have been paid by the undersigned as surety for the party or parties by whom your remuneration shall be payable, provided that notwithstanding anything hereinbefore contained, the liability of the undersigned as between the undersigned on the one hand and you on the other shall be that of a principal debtor and the undersigned shall not be released by time being given or other indulgence shown to the party or parties hereby guaranteed or by any other act, matter or thing whereby the undersigned, if liable as a surety only, would or might have been released.
4. This undertaking shall be governed by and construed in accordance with English law and we undertake, when called upon to do so, to give irrevocable instructions to English Solicitors to accept service of proceedings issued on your behalf against us in relation to this undertaking .
5. This undertaking is given in respect of “M.V.(Vessel Name),HER BUNKERS, STORES AND, IF AT RISK OF (Name of Vessel), FREIGHT ” .

6. Our total liability under this Guarantee shall in no case exceed (Security Amount) inclusive of interest and costs.

(Date of Issue),

SOMPO JAPAN INSURANCE INC.

Name :

Title :