

擔保函

Letter of Undertaking

致：臺灣港務股份有限公司高雄港務分公司

To: Port of Kaohsiung, Taiwan International Ports Co., Ltd.

主旨：關於船舶『_____』（下稱本船）於_____年_____月_____日_____時_____分，於灣靠或離泊高雄港第_____號碼頭/浮筒時，撞損高雄港碼頭設施及設備乙事。（下稱本事件）

Re: Damages To Facilities And Equipment of Port of Kaohsiung, Taiwan International Ports Co., Ltd. By M.V. “_____” (hereafter referred to as “The Vessel”) When The Vessel Departing / Going Alongside Wharf / Buoy No. _____, At _____ Hours, On _____(Date)_____ (Month), _____ (Year). (hereafter referred to as “The Subject Incident”)

考慮到貴公司同意釋放和/或不扣押或以其他方式扣留本船或其他與本船屬同一人所有、經營、或控制之任何其他船隻或財產，就貴公司於本事件中對本船之船舶所有人、經理人及/或營運人的索賠，我們（船東互保協會名稱）在此代表船舶所有人、經理人、經營者、其代理商、僱傭人和 /或任何其他應負責之人同意本事件所生的任何索賠和/或訴訟應以中華民國法律為準據法，並提交給臺灣高雄地方法院管轄。此外，我們進一步承諾向貴公司支付由雙方間友好協議、法院終審判決確定、或是由仲裁判斷所確認之賠償金額，包括但不限於修復工程費、營運損失及其他相關行政處理費用，但前提是我們在此項下的責任總和不得超過NTD_____，包括利息和費用。

Dear Sirs,

In consideration of your consenting to release and/or refraining from arresting or otherwise detaining The Vessel or any other vessels or properties in the same or associated ownership, management, possession or control, in respect of your claim against the owners, managers and/or operators of The Vessel, arising out of The Subject Incident, we, the (Name of Owner/ P&I Club), hereby agree on behalf of the owners, managers, operators , their agent,

servant and/or any other liable person that any claims and/or actions arising under The Subject Incident shall be governed by the law of the Republic of China and submitted to the jurisdiction of the Taiwan Kaohsiung District Court. In addition, we further undertake to pay to you on demand, the sum including but not limited to the restoring costs, the loss of earnings, and expenses as well as the interest and other expenses which may be agreed to by amicable settlement between parties, or which may be adjudged by the final judgment of Taiwanese competent courts, or which may be awarded by arbitrators in respect of the above claims or actions provided always that our liability hereunder shall not exceed the sum of NTD _____ inclusive of interest and costs.

本擔保函以中華民國法律為準據法，據此引起的任何爭議應提交臺灣高雄地方法院專屬管轄。

日期 _____ (日) _____ (月), _____ (年)

This Letter of Undertaking shall be subject to the law of the Republic of China and any disputes arising hereunder shall be submitted to the exclusive jurisdiction of
Taiwan Kaohsiung District Court

Dated this on _____ (Date) _____ (Month), _____ (Year)

(授權簽名)

_____ 代表

(Authorized Signature)

For and on behalf of the _____

