



**Bank Guaranty for Delivery of Cargo  
Without Surrender of Properly Endorsed  
Negotiable Bills of Lading**

DATE: \_\_\_\_\_

SSB No.: \_\_\_\_\_

BDO IB REF No.: \_\_\_\_\_

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Gentlemen:

We are advised that the manifest of the described vessel below shows shipment of the following goods consigned to our ORDER, (Notify Accountee):

S/S _____	VOY No. _____	B/L No. _____	B/L Date _____
Port of Loading _____	Port of Discharge _____		
Marks & Nos. _____	Quantity _____	Value in US \$ (C & F; CIF, Manila) _____	

Description of Goods: \_\_\_\_\_

\_\_\_\_\_

The above shipment was made by \_\_\_\_\_  
under our Letter of Credit No. \_\_\_\_\_

We are further advised that the described shipment has been discharged at the port indicated above and is available for delivery upon presentation of an original Bill of Lading, properly endorsed. While we are otherwise entitled to the Delivery of this Shipment, we are unable to obtain such delivery because our present inability to produce and surrender the bill or bills of lading issued for the goods due to the non-arrival; loss of all of the original Bills of Lading.

Accordingly, we desire and request, that you issue a Carriers Certificate in the name of and release the shipment to \_\_\_\_\_

Without the prior surrender of an original Bill of Lading, properly endorsed, and in consideration of your releasing the goods to us or to the person previously named, we jointly and severally undertake, agree, represent and warrant as follows:

- 1) To pay on demand all freight and other charges which may be due or may appear to be due and chargeable to the said goods.
- 2) To indemnify and save you, the vessel, her owners, charters, operators, the master and agents, their successors in interest, heirs and assigns, harmless from all claims, liabilities, demands, actions, expenses, and consequences of whatever nature which may arise out of or may be made against your or any of you, including loss, damages, interest, legal costs, or any other expenses which you or any of you may sustain or incur by reason of making such delivery prior to the receipt of an original negotiable Bill of Lading.
- 3) To make every reasonable effort to procure and to subsequently surrender to you and original Bill of Lading properly endorsed.
- 4) We are otherwise entitled to the delivery of such merchandise, and no other person than those joining herein have any claim to such delivery.
- 5) In order to induce you and others to whom these undertakings are made to accept this guaranty and release the cargo, we hereby warrant and represent that all of the financial interest or other facts necessary to justify the making of this guaranty by us exists to the full extent required for this purpose; and that the persons executing for and on behalf of each of the undersigned has full authority to do so. This representation of facts is made with the full knowledge that you will rely thereon in releasing the cargo.

It is understood and agreed that the liability of the undersigned bank in no event shall be in excess of \_\_\_\_\_ the invoice value indicated herein which liability shall be extinguished upon the production and surrender of the proper Bill of Lading.

**BDO UNIBANK, INC.**

**PARTY CLAIMING RIGHT OF DELIVERY**

\_\_\_\_\_  
Authorized Signature Over Printed Name

\_\_\_\_\_  
Authorized Signature Over Printed Name

\_\_\_\_\_  
Authorized Signature Over Printed Name

\_\_\_\_\_  
Authorized Signature Over Printed Name