



INDEMNITY

In consideration of Transnet Limited (Registration Number 90/00900/06) permitting the _____ (name of vessel) to enter and sail from the Port of _____ on _____ (date) in a special condition (which shall include, but without derogating from the generality of the foregoing,

- a ship having either length or beam exceeding the limitations of the Port
- a draft in excess of the max. permissible draft
- or a tug and tow.

(hereinafter referred to as the “Activity”),

I,(full name)

in my capacity as(designation)

of

(hereinafter referred to as the “Company”)

And who by virtue of my signature warrants that I am duly authorized hereto, do hereby on behalf of the said Company indemnify the Transnet against all claims and actions and hold it harmless against all losses sustained by it by reason of:

- 1) any damage or loss to movable or immovable property (including consequential damages directly flowing from physical damage to such property) owned by the Transnet, the said Company or any third party; and/or
- 2) the death of or injury to any person; and/or
- 3) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of any of the foregoing,

whenever the damages, loss, death or injury contemplated in 1, 2 and 3 above is/are due to or arises out of the Activity, provided that the said Company shall not be liable under this indemnity of any such damage, loss, death or injury which is attributed to the willful misconduct of any servant or employee of the Transnet acting within the course and scope of his/her employment with the Transnet.

This indemnity is given subject to the Owners maximum liability under South Africa law and all rights and defences are reserved.

Given for and on behalf of the Company on this day of2....

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Signature	Name	Company/Capacity

As Witnesses: 1) 2)