

Tropical Shipping USA, LLC. Use Only:
Booking # _____

OPEN CONTAINER REQUEST AND AGREEMENT

("SHIPPER") requests Tropical Shipping USA, LLC. to open container # _____ for the reason as specified below. SHIPPER acknowledges it has placed its seal # _____ on that container and that to open the container, Tropical Shipping USA, LLC. must break that seal and open the doors to the container. SHIPPER agrees that Tropical Shipping USA, LLC., in breaking the seal to the container, is doing so at the specific instruction of SHIPPER and that, once Tropical Shipping USA, LLC. places a new seal on the container, the container shall be regarded as a "Shipper Loaded Container" as if the cargo had been loaded by the SHIPPER only, with complete seal integrity from the time BIRDSALL, INC. first received the container until the container is resealed with the replacement (Tropical Shipping USA, LLC.) seal.

In return for Tropical Shipping USA, LLC. opening the container as specified above, SHIPPER agrees to indemnify and hold harmless Tropical Shipping USA, LLC., Tropical Shipping and Construction Company Limited, their agents, employees, contractors, truckers and anyone else acting on their behalf or at their request, from and against all losses, claims, suits, actions, demands, payments, recoveries and judgments of every nature and description brought or recoverable against it or them by reasons of any act or omission or alleged act or omission of Tropical Shipping USA, LLC., Tropical Shipping and Construction Company Limited, their agents, employees, contractors, truckers and anyone else acting on their behalf or at their request, in performing any of the activities specified above, or by reason of any damages or shortages to any cargo contained in the aforementioned container, or by reason of any damage which may occur or may have occurred to any cargo as a result of reworking, restowing or reloading any cargo as deemed necessary by Tropical Shipping USA, LLC. In addition, if after breaking the seal and opening the container, Tropical Shipping USA, LLC. in its sole discretion determines that it is not practical, advisable or safe to perform any other action as might have been requested by SHIPPER, or to close the doors and reseat the container, or to take any other requested action, whether due to condition, stowage, quantity, shifting, nature or type of the cargo in the container or whether due to any other reason or circumstance whatsoever, Tropical Shipping USA, LLC. shall be under no obligation to reseat the doors and/or carry the container, but shall still enjoy the protections and immunities outlined in this agreement as if Tropical Shipping USA, LLC. had completed opening the container doors and performing any other action as requested.

Reason (provided by SHIPPER) for opening container doors:

Shipper: _____
By (signature): : _____
Title: : _____

Print Name: : _____
Date: : _____