

APPLICATION FOR PROCESSING EXPORT TRANSACTION

Date: _____

ORIGINAL

REF To: AGRICULTURAL BANK OF CHINA LIMITED HONG KONG BRANCH				Customer (Drawer/Beneficiary) Contact Person _____ Tel. No. : _____ Fax No. : _____					
We (the "Customer") present to you the enclosed documents (the "Documents") as stated below for disposal in accordance with the following instructions and subject to the terms and conditions set out herein: <u>For Documentary Credit (the "L/C")</u> NEGOTIATION under the L/C after receipt of acceptance from the L/C issuing bank ADVANCE against the Documents under the L/C PAYMENT to us after receipt of funds from the L/C issuing bank or nominated bank under the L/C without your financing checking of documents is required. (Note: No checking of documents will be performed unless the Bank agrees to the Customer's request to do so) Other: _____ <u>For Collection</u> Financing under D/P or D/A PAYMENT to us after proceeds received under D/P or D/A				Consignee _____ Drawee/Applicant (if not Consignee) _____					
Cert. of Origin No.		Export Licence No.							
Departure date		B/L, AWB or P.O. Receipt No.		L/C No.		Issued by (bank and branch)			
Vessel/Flight/Vehicle No.		Port of Loading		ICC Incoterms (e.g. FOB, CFR, etc.) Payment Terms & Currency Code					
Port of Discharge		Final Destination if on Carriage		Drawee's/Applicant's Order No.		Drawer's/Beneficiary's Order No.		Draft No.	Invoice No.
INSTRUCTIONS FOR COLLECTION please follow as marked "X" or "✓"									
	A	Release Document against PAYMENT ("D/P")			G	From proceeds deduct _____ to be paid to below agent			
	B	Release Documents against ACCEPTANCE ("D/A")			H	If Unpaid/Unaccepted, store and insure goods			
	C	ACCEPTANCE/PAYMENT may await arrival of carrying vessel.			I	COLLECT overseas charge from the DRAWEE			
	D	CABLE			J	DEDUCT charges from the PROCEEDS			
	E	AIRMAIL } advice on non-payment and/or non-acceptance			K	Collect interest at _____ % p.a. from drawee from date of _____ until date of _____			
	F	Documents may be released against payment in local currency in the amount converted at the spot rate of exchange determined by you at the time of conversion.			L	WAIVE _____ interest and/or collection charges if refused			
				M	DO NOT WAIVE _____				
	N	PROTEST for non-acceptance and/or non-payment		NOTE: if no instruction is given regarding protest, the Bank will assume that protest is not required.					
	O	DO NOT PROTEST							
	P	In case of need refer to: _____ who will assist you to obtain acceptance/payment but who has no authority to amend the terms of the bill.							
OTHERS:									
DOCUMENTS ATTACHED/NUMBER									
DRAFT	INVOICE	PACKING LIST	WEIGHT LIST	BILLS OF LADING	AIR WAYBILL	CERTIFICATE OF ORIGIN	INSURANCE POLICY		
TERMS AND CURRENCY				DRAFT NO./DATE			TOTAL AMOUNT		
Proceeds disposal, please follow instructions marked "X": Deduct _____ in settlement of your import bill ref. no. _____ Credit net proceeds to our A/C no. _____ Please apply foreign exchange contract no. _____ dated _____ to convert proceeds _____									
For back-to back credit (if applicable): A back-to-back credit (no. _____) (the "Back-to-Back L/C") has been issued by you against the support of the L/C. In respect of CFR and FOB shipment, it is certified that the ultimate buyer/drawee has effected insurance covering usual marine/air war risks. We undertake to indemnify you and hold you harmless against all losses, costs, damages, expenses, claims and liabilities which you may suffer or incur as a result of any failure to effect such insurance.									
We agree to be bound by the Terms and Conditions set out below in this application.									
For Bank Use Only				Yours faithfully,					
REF.									
Date	Checked	Approved		_____ Authorised Signature(s) of the Customer					
				S.V					

Terms and Conditions

1. This application is subject to the Uniform Customs and Practice for Documentary Credits (“UCP”) (for a documentary credit transaction) or Uniform Rules for Collections (for a D/A and D/P transaction) of the International Chamber of Commerce to which the relevant transaction is subject. This application is also subject to any agreement previously signed by the customer specified in this application (the “Customer”) and delivered to Agricultural Bank of China Limited, Hong Kong Branch (the “Bank”, which expression shall include its successors, assigns and transferees). In case of conflict, the terms of this application shall prevail to the extent of conflict.
2. In this application, “Financing” means:-
 - (a) in the case of an L/C transaction:-
 - (i) where the Bank is the nominated bank under the L/C, any negotiation, purchase and/or prepayment (as the case may be) by the Bank under the L/C;
 - (ii) where the Bank is not the nominated bank under the L/C, any advance to the Customer under the L/C; or
 - (b) in the case of a D/A or D/P transaction, any advance to the Customer under such transaction,and the term “finance” shall be construed accordingly.
3. Unless otherwise agreed by the Bank in writing or except where the Bank is the confirming bank, any Financing provided by the Bank under the L/C or the D/A or D/P transaction is with full recourse against the Customer notwithstanding that the UCP or other applicable rules may provide otherwise. The Customer shall repay the Bank on demand (without raising any defence or objection) any Financing obtained from the Bank together with interest (calculated from (and including) the date of Financing to (and including) the date of full repayment) at the interest rate stipulated in the relevant facility letter or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank. Without limiting the generality of the above, the Customer undertakes to repay any Financing plus interest under the L/C on demand if the Bank, due to whatever reasons, does not receive full and punctual payment(s) under the L/C including, but not limited to, the occurrence of any of the following situations:-
 - (a) the issuing, confirming or nominated bank holds the view that the Documents are non-compliant notwithstanding the fact that the Bank may consider otherwise; or
 - (b) the issuing, confirming or nominated bank fails to honour its payment obligations under the L/C or reimburse the Bank on time due to insolvency, foreign exchange control, any court order, injunction, fraud or allegation of fraud, illegality, unauthorised act, commercial dispute or any other reasons.
4. If the amount (if any) actually received by the Bank under the L/C or the D/A or D/P transaction is insufficient for the discharge of the Financing plus any applicable interest and charges in full, the Customer shall immediately pay to the Bank any shortfall. Without prejudice to the generality of the foregoing, where the amount received under the L/C or the D/A or D/P transaction or this application is in the currency other than the currency of Financing, the Bank may convert the amount received into the currency of Financing at the spot rate of exchange determined by the Bank at the time of conversion, and the Customer shall indemnify the Bank against any shortfall if the converted amount is less than the Financing plus any applicable interest and charges.
5. The Customer may enter into a foreign exchange contract (whether deliverable or non-deliverable) or other derivative contracts with the Bank on terms satisfactory to the Bank for hedging purposes (collectively, “hedging contracts”). If any amount is payable by the Bank to the Customer in respect of any hedging contract entered into between the Bank and the Customer, the Bank may:-
 - (a) apply such amount towards the discharge of the Financing amount plus any applicable interest and charges; and/or
 - (b) without prejudicing other rights of the Bank, at any time set-off and apply such amount payable by the Bank against and/or towards the satisfaction of the Financing amount plus any applicable interest and charges without any notice or reference to the Customer.
6. The Customer shall pay all the fees and charges in connection with the transaction contemplated in this application. The Bank is hereby authorised to deduct or debit all relevant fees, charges and any amount owed by the Customer to the Bank from the proceeds received under the L/C or the D/A or D/P transaction, the Financing proceeds and/or any of the Customer’s account(s) maintained with the Bank.
7. The Customer shall indemnify the Bank and the Bank’s delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which the Bank or the Bank’s delegate(s) may suffer or incur under or in connection with this application and/or the provision of any Financing or services to the Customer (except caused by the Bank’s gross negligence or wilful misconduct).
8. The Bank is irrevocably authorised (but is not obliged) to (a) utilise the presented documents under the Back-to-Back L/C for drawing of the L/C; (b) negotiate the Documents, prepay a deferred payment undertaking incurred by the Bank, purchase a draft accepted by the Bank under the L/C or make any advance to the Customer under the L/C; and (c) directly apply the Financing proceeds of, or the payment proceeds received under, the L/C to settle the corresponding drawing(s) under, and/or the Customer’s obligations and liabilities owed to the Bank arising out of or in connection with, the Back-to-Back L/C without first crediting such proceeds to the Customer’s account with the Bank, irrespective of discrepancies or irregularities that may appear on the documents presented under the Back-to-Back L/C (all of which, if any, are hereby waived).
9. As continuing security for the Customer’s obligations and liabilities to the Bank, the Bank shall have and the Customer hereby grants (i) a pledge and lien over the Documents; and (ii) a pledge over the goods represented by the Documents insofar as such goods are in or come into the Bank’s actual or constructive possession. The Bank has full authority (but no obligation) at the Bank’s discretion to store and insure the pledged goods at the Customer’s risk and cost. If the Customer fails to duly perform or discharge its obligations or liabilities to the Bank, the Bank is authorised to (at any time, without prior notice to or consent from the Customer or any other person and in such manner as the Bank thinks fit) sell, dispose of or otherwise deal with any of the Documents and the pledged goods. The Bank may apply the net proceeds of any sale, disposition or dealing of the Documents or the pledged goods in or towards the discharge of the Customer’s obligations and liabilities to the Bank in such order and manner as the Bank may determine.
10. The Bank shall not be liable to the Customer for any action taken by it unless directly caused by the Bank’s gross negligence or wilful misconduct. The Bank shall not be responsible or liable for any delay in remittance or loss in exchange during transmission or in the course of providing any services to the Customer. The Bank shall also not be responsible or liable for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or sub-agent notwithstanding that the Bank may choose such courier company, correspondent or agent.

11. If the Bank provides Financing under the L/C or the D/A or D/P transaction, (i) the Customer shall ensure that all monies payable under or in connection with the L/C or the D/A or D/P transaction are paid to the Bank for the discharge of the Customer's obligations and liabilities owed to the Bank and the Bank shall have the right to collect such monies and to apply them for the discharge of the Customer's obligations and liabilities; (ii) such rights of the Bank shall not prejudice the Bank's rights acquired through the Financing (whether pursuant to the UCP or general law); and (iii) the Customer shall co-operate fully with the Bank and render to the Bank all assistance it requires in the collection and enforcement of any payments under or in connection with the L/C or the D/A or D/P transaction, whether by legal proceedings or otherwise.
12. For each documents presentation to the Bank under an L/C which is not advised through the Bank, but is confirmed by the Bank ("**Unadvised Confirmed L/C**") or in relation to which the Bank has provided Financing ("**Unadvised Financed L/C**"), the Customer represents and warrants that the Customer has provided the Bank with all amendments related to the Unadvised Confirmed L/C or the Unadvised Financed L/C (as the case may be) and the Customer will indemnify the Bank on demand and keep the Bank indemnified against any and all losses, claims, damages, demands, costs and expenses arising out of or in connection with any amendment which is not provided to the Bank and/or the Unadvised Confirmed L/C or the Unadvised Financed L/C (as the case may be) not being authentic.
13. Each of the persons signing this application (in his own personal capacity and as an authorised representative of the Customer) warrants and represents to the Bank that all documents presented or to be presented for Financing or collection purpose relate to the sale of goods/service as described in those documents and the Customer has shipped or delivered the goods (or has performed the service) to the buyer and acknowledges that the Bank will rely on such warranty and representation when assessing this application. The Customer acknowledges that presentation of forged or fraudulent documents can render a person liable to prosecution.
14. The Customer certifies that no shipment or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any law, executive order, regulation or directive of the Government and/or authorities of the United States of America, the United Nations, any international organisation or any other relevant jurisdiction ("**Sanctions**"). Should any document presented involves any country, entity, vessel or individual listed in or otherwise subject to any Sanction, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.
15. Any and all payments by the Customer shall be made in full and free and clear of and without deduction for any present or future taxes, including but not limited to transaction taxes (including GST, VAT or other similar taxes), levies, imposts (stamp duties, documentary taxes and other excises or property taxes), deductions, charges or withholding taxes, and all liabilities with respect thereto. If the Customer is required by law to make any such deduction or withholding from any and all payments, then such sum payable by the Customer in respect of such deduction or withholding shall be increased to the extent necessary so that the amount due from the Customer is an amount equal to the payment which would have been due had no such deduction or withholding been made or required to be made. The Customer will indemnify the Bank for any of the aforementioned taxes, levies, imposts, deductions, charges or withholdings paid by the Bank.
16. If the Customer includes two or more persons, the obligations and liabilities of these persons under this application shall be joint and several.
17. This application is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.