

APPLICATION FOR IMPORT INVOICE FINANCING

To: Agricultural Bank of China Limited, Hong Kong Branch

We, _____ (name) (the “**Customer**”), hereby apply for a loan under the import invoice financing facility for (loan amount and currency) _____ for (loan tenor) _____ days from the date of your granting of the loan (the “**Import Loan**”) in respect of the goods delivered and/or services provided to us under invoice no(s): _____ (each, an “**Invoice**”). We enclose the Invoice(s) each duly certified by us (together with copy of the related transport documents) for your record. We hereby also certify that (i) the financing requested under this application is for a genuine trading transaction for our purchase of the relevant goods and/or services; and (ii) no other financing has been or will be requested or obtained from any other financial institution against or in respect of the relevant goods and/or services and/or any Invoice.

Payment instructions of Import Loan:

We hereby irrevocably authorise and instruct you to make a direct payment of the proceeds of the Import Loan to the supplier as follows:

Supplier (Name & Address):	Supplier's Bank (Name & Address):
Supplier's Account No.:	Message:
Payment method: ☐ CHATS ☐ Telegraphic Transfer ☐ Cashier Order	For all the relevant charges, please: ☐ Debit our A/C No. _____ ☐ Deduct from the proceeds of payment

Settlement Instruction of Import Loan: (Please mark “x”)

Upon maturity of the Import Loan, please settle the principal amount of the Import Loan plus accrued interest and charges (if any) by:

- ☐ Debiting our A/C No. _____
☐ Others (please specify): _____

We have read and understood the Terms and Conditions overleaf and we also agree to the Terms and Conditions overleaf.

Authorised Signature(s) of the Customer

Date:

Tel No.:

Contact Person:

S.V. VISA

Terms and Conditions

1. This application and the Import Loan are subject to the latest facility letter issued by Agricultural Bank of China Limited, Hong Kong Branch (the “**Bank**”, which expression shall include its successors, assigns and transferees) to the customer specified in this application (the “**Customer**”) in relation to the import invoice financing facility and any agreement previously signed by the Customer and delivered to the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Import Loan is subject to the Bank’s overriding right of repayment on demand.
3. The Customer agrees to repay the Bank on demand or on the maturity date of the Import Loan (whichever is earlier) for the Import Loan together with accrued interest at the interest rate stipulated in the latest facility letter or any other agreement between the Bank and the Customer (if any) or otherwise determined by the Bank.
4. The Customer shall on demand pay all the fees and charges in connection with the transaction contemplated in this application . Notwithstanding any instruction(s) stipulated in this application, the Bank is hereby irrevocably authorised (at any time and at its discretion) to (i) deduct or debit all the relevant fees, charges and any amount owed by the Customer to the Bank from any of the Customer’s account(s) maintained with the Bank; and/or (ii) convert any amount debited or otherwise received by the Bank or any obligation or liability of the Customer at the prevailing exchange rate determined by the Bank (or any other agreed exchange rate, if any).
5. 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 Import Loan (except caused by the Bank’s gross negligence or wilful misconduct).
6. This application and the Import Loan are 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.