

**APPLICATION FOR PROCESSING OF EXPORT TRANSACTIONS**

To: HONG LEONG BANK BERHAD

Date: \_\_\_\_\_

Please follow as marked with an "X"

Bank Ref (*to be filled in by the Bank*): \_\_\_\_\_

We present the attached documents ("**Documents**") to you for disposal in accordance with the following instructions:

<input type="checkbox"/> Please honour / negotiate / prepay / purchase the Documents under the documentary credit below (" <b>DC</b> ") <input type="checkbox"/> Please honour / negotiate / prepay / purchase the Documents after the DC issuing bank has accepted the Documents <input type="checkbox"/> Please send the Documents to the issuing / nominated bank and pay us after receipt of proceeds from the issuing/nominated bank (Checking of documents is <input type="checkbox"/> required <input type="checkbox"/> not required) <input type="checkbox"/> Please deliver the Documents against <input type="checkbox"/> payment (" <b>D/P</b> ") <input type="checkbox"/> acceptance (" <b>D/A</b> ") without financing <input type="checkbox"/> Please finance under <input type="checkbox"/> D/P <input type="checkbox"/> D/A	
Drawer/Beneficiary (Name & Address):	Drawee/Applicant (Name & Address):
Contact Person (Name, Tel. & Email):	Draft/Invoice No.:
DC No. ( <i>if applicable</i> ):	Tenor:
Issued by (Bank & branch) ( <i>if applicable</i> ):	Currency and Amount:
Goods (brief description):	
<input type="checkbox"/> In respect of FOB, FAS, FCA, CFR or CPT shipment, we hereby declare and certify that insurance has been covered by the drawee or the ultimate buyer.	
Collecting Bank (Name & Address) ( <i>for D/P and D/A only</i> ):	Other Instructions:

**Documents Attached**

*(Please mark the number of documents attached)*

Draft	Commercial Invoice	Packing List	Weight Note	Cert of Origin	Insurance Policy/Cert.	Bill of Lading	Non-negotiable Bill of Lading	Air Waybill	Forwarder's Receipt	Cert. of Quality	Cert. of Quantity

**Instructions to Collecting Bank**

*(if applicable)*

Release Documents Against PAYMENT (D/P)	Collect interest at _____ % p.a. from the drawee
Release Documents Against ACCEPTANCE (D/A)	from date of _____ until date of _____
Acceptance/Payment may be postponed until arrival of carrying	Collect interest as per clause on draft
Waive interest and/or collection charges if refused by Drawee	X
Do Not Waive interest and/or collection charges if refused by	
PROTEST for Non-acceptance and/or Non-payment	All communications between Collecting Bank and Hong Leong Bank Berhad, Hong Kong Branch by teletransmission
Do Not Protest for Non-acceptance and/or Non-payment	All charges are for Drawee's account
	All charges are for Beneficiary's account

In case of need refer to:

who will assist you to obtain acceptance/payment but who has no authority to amend the terms of this bill

**For Back-to-Back Documentary Credit (*if applicable*)**

A back-to-back documentary credit (No. \_\_\_\_\_) has been issued by you against the support of this DC.

**Disposal of Proceeds**

Credit our Account No.: _____ Under Foreign Exchange Contract No. _____
Settle <input type="checkbox"/> Import Bill <input type="checkbox"/> Transfer DC Documents <input type="checkbox"/> Advance against Trade (Pre-shipment) Under Ref. No. _____ for an amount of: _____

All bank charges and interest (if applicable) to be debited from account no.: \_\_\_\_\_

<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="3">For Bank Use Only</th> </tr> <tr> <td style="width:33%;">Made by</td> <td style="width:33%;">Approved by</td> <td style="width:33%;">V. Sig</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	For Bank Use Only			Made by	Approved by	V. Sig				We confirm that we have received and read the Terms and Conditions for Application for Processing of Export Transactions overleaf and agree to be bound by them. Any separate sheets attached hereto shall form an integral part of this application. <p align="right">_____                      Authorised Signature(s) with Company Chop</p>
For Bank Use Only										
Made by	Approved by	V. Sig								

## TERMS AND CONDITIONS FOR APPLICATION FOR PROCESSING OF EXPORT TRANSACTIONS

1. This application is subject to the latest Uniform Customs and Practice for Documentary Credits ("**UCP**") (for DC transactions) or the latest Uniform Rules for Collections ("**URC**") (for D/A and D/P transactions) of the International Chamber of Commerce to which the relevant transaction(s) is/are subject and the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to Hong Leong Bank Berhad (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. Unless otherwise agreed by the Bank in writing, any negotiation, prepayment, purchase and/or advance ("**Financing**") provided by the Bank under the DC or the D/A or D/P transaction is with full recourse against the Applicant notwithstanding that the UCP or other applicable rules may provide otherwise. The Applicant further acknowledges and agrees that it will repay the Bank on demand for any Financing obtained from the Bank together with interest without raising any defence or objection. The Applicant also undertakes to repay any Financing plus interest under the DC without further demand if the Bank, due to whatever reason, does not receive full and punctual payment(s) under the DC 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-complying irrespective of the fact that the Bank may consider otherwise; or
  - (b) the issuing, confirming or nominated bank fails to honour their payment obligations under the DC or reimburse the Bank on time due to insolvency, foreign exchange control, any court order, fraud or allegation of fraud, commercial dispute or any other reasons.
3. Without prejudice to the Bank's rights to act as a Nominated Bank (as defined under the UCP) under the DC including to provide Financing under the DC, the Applicant hereby assigns absolutely to the Bank, by way of outright assignment, all the present and future rights, title, interests and benefits of the Applicant in and to the receivables and proceeds payable to the Applicant in connection with the DC and/or the D/P or D/A transaction and the Applicant shall execute such document(s) and do such act(s) as the Bank may require to perfect such assignment.
4. The Applicant 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 or actions which the Bank or the Bank's delegate(s) may suffer or incur in connection with the provision of any financing or services to the Applicant.
5. The Applicant 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 fees, charges and any amount owed by the Applicant to the Bank from the proceeds received under the DC, D/A or D/P transaction, the Financing proceeds and/or any of the Applicant's account(s) maintained with the Bank.
6. The Bank is irrevocably authorised (but is not obliged) to (i) utilise the presented documents under the Back-to-Back DC for drawing of the DC; (ii) negotiate the Documents, prepay a deferred payment undertaking incurred by the Bank, purchase a draft accepted by the Bank under the DC or make any advance to the Applicant against the documents presented under the DC; and (iii) directly apply the Financing proceeds of the DC to settle the corresponding drawing(s) under the Back-to-Back DC without first crediting such proceeds to the Applicant's account with the Bank, irrespective of discrepancies that may appear on the documents presented under the Back-to-Back DC (all of which, if any, are hereby waived).
7. The Bank shall have (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 but the risk of the goods shall be with the Applicant at all times.
8. Any action taken or omitted by the Bank or by any of its correspondents or agents in good faith under or in connection with the DC, D/A or D/P transaction shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant. The Applicant authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, 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 third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.
9. The Bank shall not be responsible for any delay, mistake or omission that may happen in the transmission of instructions by mail or teletransmission, or for the loss or delay in the forwarding of the documents, or for the validity, regularity or genuineness of the documents if apparently in order or for the description, quality, quantity or value of the property represented by such documents.
10. If the Bank provides Financing under the DC, D/A or D/P transaction, (i) the Applicant shall ensure that all monies payable under or in connection with such DC, D/A or D/P transaction are paid to the Bank for the discharge of the Applicant'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 Applicant'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 Applicant 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 DC, D/A or D/P transaction, whether by legal proceedings or otherwise.
11. Each of the persons signing this application (both in his/her own personal capacity and as an authorised representative of the Applicant) warrants and represents to the Bank that the underlying transaction is a genuine trade transaction and all documents presented or to be presented for Financing or presentation purpose relate to the sale of goods and/or service as described in those documents and the Applicant 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. Each signatory fully acknowledges that presentation of forged or fraudulent documents or making any misrepresentation can be a criminal offence.
12. The Applicant acknowledges that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the People's Republic of China and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
13. This application shall be a request by the Applicant to the Bank to provide such services (including but not limited to Financing). No commitment by the Bank to provide such services shall arise until and unless this application by the Applicant is accepted by the Bank either expressly or by the Bank's provision of such services to the Applicant pursuant to this application.
14. This application is governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.