



Date: _____

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|---|---|--|--|--------------------------|------------------------|
| BENEFICIARY / DRAWER | | APPLICATION FOR NEGOTIATION UNDER DC / EXPORT COLLECTION BILLS | | | |
| APPLICANT / DRAWEE | | <p>We hand you draft and documents specified below for disposal in accordance with the following instructions and subject to the General Customer Agreement between us and to the terms and conditions overleaf for:</p> <p><input type="checkbox"/> PURCHASE subject to final payment</p> <p><input type="checkbox"/> COLLECTION</p> <p style="margin-left: 20px;"><input type="checkbox"/> with documents examination</p> <p style="margin-left: 20px;"><input type="checkbox"/> without documents examination</p> <p><input type="checkbox"/> NEGOTIATION/ PAYMENT under DOCUMENTARY CREDIT</p> <p style="margin-left: 20px;"><input type="checkbox"/> After receipt of acceptance from DC Issuing Bank</p> | | | |
| Documentary Credit No. | | DC Issuing Bank / Collecting Bank's Name, Address and SWIFT Code (for Non-DC Bills) | | | |
| Vessel/Flight No. | Port of Loading | Departure/On board Date | B/L, AWB or P O receipt No. | | |
| Port of Discharge | Final Destination | Goods : | | | |
| Tenor | Draft/Invoice No. | Bill Amount | | | |
| INSTRUCTION FOR BILLS NOT UNDER DOCUMENTARY CREDIT Please follow as marked 'X' | | Please mark number of documents attached | | | |
| <input type="checkbox"/> | Release Documents against PAYMENT | <input type="checkbox"/> | Draft | <input type="checkbox"/> | Customs/Consular Inv. |
| <input type="checkbox"/> | Release Documents against ACCEPTANCE | <input type="checkbox"/> | Commercial Invoice | <input type="checkbox"/> | Packing/Weight List |
| <input type="checkbox"/> | ACCEPTANCE/PAYMENT may await arrival of carrying vessel | <input type="checkbox"/> | Signed Bills of Lading | <input type="checkbox"/> | N/N Bills of Lading |
| <input type="checkbox"/> | PROTEST for Non-acceptance and /or Non-payment | <input type="checkbox"/> | Insurance Policy/Cert. | <input type="checkbox"/> | Parcel Post Receipt |
| <input type="checkbox"/> | Do NOT PROTEST | <input type="checkbox"/> | Air Waybill | <input type="checkbox"/> | Inspection Certificate |
| <input type="checkbox"/> | Swift advice of Non-payment and/or Non-acceptance | Other Documents | | | |
| <input type="checkbox"/> | IF Unpaid/Unaccepted, store and insure goods | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | In case of need, please contact: | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | Who will assist you to obtain acceptance/payment But has no authority to amend the terms of the bill | <input type="checkbox"/> | PROCEEDS DISPOSAL Please follow instructions marked 'X' | | |
| <input type="checkbox"/> | Collect overseas charges from the drawee | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | Collect interest @ _____ % p.a. from Drawees from Date of _____ Until date of final payment | <input type="checkbox"/> | Under Exchange Contract No. | | |
| <input type="checkbox"/> | WAIVE | <input type="checkbox"/> | Send us your Cashier Order/Demand Draft in Bill Currency | | |
| <input type="checkbox"/> | DO NOT WAIVE | <input type="checkbox"/> | Deducted _____ for Packing Credit NO. | | |
| Interest and/ or collection charges if refused | | <input type="checkbox"/> | | | |
| In case of query, please telephone _____ and as for _____ . | | Credit A/C No. _____ | | | |
| In respect of CFR or FOB shipment, we certify that insurance is covered by drawees. | | With _____ | | | |
| <p>EXCEPT AS OTHER WISE STATED THEREIN, DOCUMENTARY COLLECTIONS ARE SUBJECT TO THE "UNIFORM RULES FOR COLLECTIONS" ICC PUBLICATION NO. 522, WHEREAS DRAWINGS UNDER DOCUMENTARY CREDITS ARE SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 2007 REVISION, ICC PUBLICATION NO.600"</p> <p>BY SIGNING THIS APPLICATION, THE CUSTOMER CONFIRMS THAT IT HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS (P.2 OF THIS APPLICATION) AND AGREES THAT THIS APPLICATION INCORPORATES THE TERMS AND CONDITIONS AND THAT THE TERMS AND CONDITIONS APPLIES TO THE ABOVE REQUESTED TRADE SERVICE(S).</p> | | | | | |
| Authorized Signature(s) _____ | | | | | |

| FOR BANK USE ONLY | | | |
|--------------------|------|---------|----------|
| SIGNATURE VERIFIED | MADE | CHECKED | APPROVED |
| | | | |



條款

申請人茲願遵守下列各項：

- a) 如付款人拒絕付款，不論是否指明需辦拒兌證書，申請人均願負全責，凡遇匯票不能兌付時，（以下簡稱“貴行”）仍享有對申請人的追索權。
- b) 本公司同意如因單據上之欠缺、瑕疵，或因單據正由貴行審核中，致不能及時完成押匯/託收手續，而使本公司蒙受匯率變動之損失時，概由本公司自行負擔與貴行無涉。
- c) 如付款人用當地貨幣兌付匯票，申請人願對匯票總值負責，貴行如在一定合理期限內認為匯票總值因外匯牌價差異而有短缺者，一經通知，申請人立即照補無誤。
- d) 貴行得於規定期間內收妥本筆押匯/託收款，並保證決不使貴行因辦理本筆押匯/託收而遭致任何損害。本筆押匯/託收票據如因文件之瑕疵（不論係貴行已指出者或嗣後由貴行/信用狀開狀銀行發現者）或其他因素發生退票、拒付、或因開狀銀行或付款銀行倒閉或外匯短缺或郵遞轉撥等情事，致使貴行不能於規定期限內收妥款項時，不論為該票據之全數或一部，本公司於接獲貴行通知後，願立即如數以原幣清償所欠本金，並就貴行墊付押匯款之實際期間，依其幣別按押匯日押匯利率加計年息2%，加計遲延利息償還，並願負擔一切有關之費用，決不以票據之要件欠缺、所提示之單據未能全部退回、法律上各項手續不完備、或時效消滅等情事為藉口，而拒絕清償。
- e) 因海外代理行的處理方式，以及發生疏漏、錯誤、延遲，以及該代理行無力付款或發生破產事情，概與貴行無涉。
- f) 託收款項，如付款延誤或因匯率變動而受損失，貴行概無責任。
- g) 在託收過程中，一切單據，如發生傳送延誤甚至遺失等情況，貴行概無責任。
- h) 貴行對任何單據之形式、規格、正確性或真偽性以及單據中有關貨物的敘述、數量、重量、品質、狀況、包裝、遞送、價值、存在或權益概不負責任。
- i) 貴行有絕對決定權益選擇有關匯票或單據之傳送方式，其一切費用並可照扣我司帳。
- j) 如代收和(或)提示銀行向貴行追討手續費和(或)費用時，概由我司承擔，並可扣我司帳。
- k) 出口託收概按託收商業票據統一規則(國際總商會)規定辦理。
- l) 為防制洗錢及打擊資恐之目的，申請人雙方同意進行以下事項：
 1. 貴行於發現申請人或其相關連人士及交易有關對象為聯合國制裁條例、聯合國(反恐怖主義措施)條例指定追查制裁之個人、法人或團體，以及外國政府或國際組織認定之恐怖份子或團體(下稱制裁及恐怖份子名單)，得逕行拒絕業務往來或暫時停止或終止本約定事項所載之各項交易與業務關係，而無須另通知申請人及交易有關對象。
 2. 承1，申請人及相關人員應即時提供資料供貴行確認，如申請人或相關人員不配合，造成交易之延遲、終止、拒絕或失敗，貴行不負擔損害賠償責任。
 3. 對於申請人不配合審視或拒絕提供相關資訊、對交易之性質與目的或資金來源不願配合說明等，貴行得暫時停止交易、拒絕交易，或暫時停止或終止業務關係。
- m) 如為信用證項下單據議付/託收，一概按信用證中指定之「商業跟單信用證統一規則」(國際總商會)規定辦理。
- n) 如為議付信用證，所有連同信用證交來之修改均已被接納。
- o) 在辦公時間*後遞交貴行之單據，均被視下一個營業日遞交。
*辦公時間
星期一至五 上午九時至下午三時
- p) 若本條款的中英兩種語言版本之間存在差異，本公司同意以英文版本為準。

Terms and Conditions

We agree that:-

- a) Notwithstanding my/our instruction not to protest the bill (Hereinafter referred to as "The Bank") retains recourse on me/us in the event of dishonor.
- b) We further make it known that we agree to stand any loss which may occur through fluctuation of the exchange rates during the time you are checking the documents before Negotiation / Collection or consequent on delays in Negotiation / Collection upon your discovery of some shortfall(s) or discrepancy(ies) in the documents, and we undertake that you will not be held responsible for any such losses.
- c) Where authority has been given to release documents against payment in local currency, we hold ourselves responsible for the full amount of the bill being remitted, and we will refund to The Bank any shortfall on demand if the full amount is not remitted to them within a period considered by them to be reasonable.
- d) You can receive the proceeds within the time period established by you and we further undertake to hold you harmless and indemnified against any damage caused by discrepancy(ies) (No matter identified either by you or the issuing bank) and/or any circumstance(s) which may cause non-payment and/or non-acceptance of the said draft(s) / document(s) and/or bankruptcy of such issuing bank and/or loss in exchange and/or loss of items during transmission. We shall immediately refund you the principal with any interest and/or related expenses that may be accrued and/or incurred in original currency on receipt of your notice to that effect. And we hereby agree to pay the deferred interest in case of default in payment of the indebtedness when due. The interest calculated according to interest rate of negotiation plus the rate of two per cent (2%) per annum on the date of negotiation / collection. We shall never refuse to pay off the debt on any excuses including but not limited to lack of prerequisites and/or not returning the document(s) and/or incompleteness of various legal procedures and/or extinctive prescription, Etc.
- e) The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
- f) The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.
- g) The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.
- h) The Bank assumes no responsibility for the authenticity or genuineness of documents delivered-to-them, nor for the quantity, quality, condition, genuineness, identity, title or delivery of the goods to which the documents relate.
- i) The Bank shall have the right and absolute discretion to engage select and/ or delegate to agents, correspondents and/ or courier companies for the delivery of drafts and any other documents and irrespective of whether or not the delivery of the drafts and other documents is by the Bank or by any agent correspondents and/ or courier companies as aforesaid the Bank shall be entitled to charge us for the provision of or arrangement for such delivery services at such scale as may from time to time be determined by the Bank.
- j) In case there is any charges claimed by the Banks to which documents are presented, the Banks shall be entitled to charge us for all such expenses incurred.
- k) Collections are subject to the Uniform Rules for the Collection, International Chamber of Commerce Publication currently in force.
- l) For the purpose of Anti-Money Laundering and Countering Terrorism Financing, the Applicant agrees the following:
 - i. The Bank may refuse or suspend, or terminate a part or all dealings covered in this Terms and Conditions without any prior notification to applicant(s) or related person(s) hereof, only if this bank deems applicant(s) (or its related parties hereof) to be either individual(s) or entity(s) designated to be investigated or sanctioned under the United Nations Sanctions Ordinance and the United Nations (Anti-Terrorism Measures) Ordinance; or terrorists or terrorist groups identified by foreign governments or international organizations (hereinafter referred to as sanctioned and terrorist list").
 - ii. As mentioned in item No.1, the Bank should not be liable for this applicant(s) or relevant personnel if this Applicant or relevant personnel is unwilling to immediately provide information, which causes any losses or damages due to any delay, termination, refusal or failure of transactions.
 - iii. The Bank may suspend or refuse the transactions, or suspend or terminate a part or all dealings with this applicant, if this applicant is recalcitrant in or refuse to provide information regarding its beneficial owners, persons holding controlling interest, etc.; or regarding the nature, intent, source of fund of transactions, etc.
- m) Drawing under Documentary Credit are subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication started on the Documentary Credit.
- n) In case of negotiation under L/C, all the Amendments submitted with the Documentary Credit have been accepted by us.
- o) Documents presented to the Bank after business hours* should be deemed as presented on the first following business day.
*Business hours
Mon.-Fri 9:00a.m. ~ 3:00p.m.
- p) In the event of any inconsistency in interpretation or meaning between the Chinese and English versions of these Terms and Conditions, we agree that the English version shall prevail.