

To: **Bills Department**

Date: 申請日期

對相符單據以預付或同意
預付款項方式進行議付

We present the attached documents ("Documents") for:-																																											
<input checked="" type="checkbox"/> Your negotiation under the DC by way of advancing funds or agreeing to advance funds under the DC <input type="checkbox"/> Issuing or nominated bank's payment under the documentary credit below ("DC") without financing (checking of documents is <input type="checkbox"/> required <input type="checkbox"/> not required) <input type="checkbox"/> Your purchase of a draft accepted by you under the DC <input type="checkbox"/> Your prepayment of a deferred payment undertaking incurred by you under the DC		<input type="checkbox"/> Your financing under <input type="checkbox"/> D/P <input type="checkbox"/> D/A <input type="checkbox"/> Drawee's payment without financing under <input type="checkbox"/> D/P <input type="checkbox"/> D/A <input type="checkbox"/> Your financing under Invoice Financing																																									
Drawer/Beneficiary (Name and Address) 受益人名稱及地址 Fax No.: Tel. No.: 聯絡人,傳真和電話號碼 Contact: Mr./Ms.		提交單據名稱及數量 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>Documents attached</th> <th>No.</th> <th>Documents attached</th> </tr> </thead> <tbody> <tr><td> </td><td>Draft</td><td> </td><td>Bills of Lading</td></tr> <tr><td> </td><td>Commercial Invoice</td><td> </td><td>Air Waybill</td></tr> <tr><td> </td><td>Customs/Consular Inv.</td><td> </td><td>Forwarder's Cargo Receipt</td></tr> <tr><td> </td><td>Packing List</td><td> </td><td>Non-Negotiable B/L</td></tr> <tr><td> </td><td>Weight List</td><td> </td><td>Beneficiary Cert.</td></tr> <tr><td> </td><td>Cert. of Origin</td><td> </td><td> </td></tr> <tr><td> </td><td>GSP Form A</td><td> </td><td> </td></tr> <tr><td> </td><td>Export Licence</td><td> </td><td> </td></tr> <tr><td> </td><td>Inspection Cert.</td><td> </td><td> </td></tr> </tbody> </table>		No.	Documents attached	No.	Documents attached		Draft		Bills of Lading		Commercial Invoice		Air Waybill		Customs/Consular Inv.		Forwarder's Cargo Receipt		Packing List		Non-Negotiable B/L		Weight List		Beneficiary Cert.		Cert. of Origin				GSP Form A				Export Licence				Inspection Cert.		
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Drawee (Name and Address) (for D/P or D/A only) 信用證付款期限 單據金額		Note: An extra copy of Commercial Invoice is attached for your file.																																									
Draft/Invoice No. 匯票或發票號碼	Goods Description 貨物的一般性描述	All documents to be forwarded in one cover by courier service unless otherwise stated or governed by documentary credit.																																									
<input checked="" type="checkbox"/> DOCUMENTARY CREDIT Documentary Credit no. _____ Issuing Bank _____ 信用證號碼和開證行名稱 <input type="checkbox"/> A back-to-back DC (no. _____) has been issued by you against the support of this DC. <input type="checkbox"/> The DC has been transferred by you under your ref. _____																																											
<input type="checkbox"/> DOCUMENTARY COLLECTION Documents not under DC, please follow instructions marked "X"																																											
<input type="checkbox"/> Release documents against PAYMENT ("D/P") <input type="checkbox"/> Release documents against ACCEPTANCE ("D/A") <input type="checkbox"/> Acceptance/Payment may be deferred until arrival of carrying vessel <input type="checkbox"/> Cable Advise Non-Acceptance and/or Non-Payment <input type="checkbox"/> Cable Advise Acceptance and/or Payment <input type="checkbox"/> Protest for non-payment and/or non-acceptance <input type="checkbox"/> In case of need refer to: _____ who are empowered to _____ <input type="checkbox"/> Collect interest from drawee @ _____% p.a. from date of _____ to date of _____ <input type="checkbox"/> Your Correspondent's charges are to be paid by the drawee <input type="checkbox"/> Waive _____ interest and/or charges if refused by drawee <input type="checkbox"/> Do not waive _____		Collecting Bank (Name and Address) Other Instructions :- 其他指示(如有) 請註明淨款項入帳號碼 如款項是用作償還入口單據, 請註明入口單編號及償還金額																																									
Funds Disposal Instructions:- <input checked="" type="checkbox"/> Credit net proceeds to our a/c no. _____ <input type="checkbox"/> Deduct _____ in settlement of Import Bill No. _____		Note: If no instructions are given regarding protest, the Bank will assume that no protest is required.																																									
FOR BANK USE ONLY Txn Ref. : _____		In respect of CFR, FOB, FAS, FCA or CPT shipment, we certify that insurance has been covered by drawee or ultimate buyer. 公司印章及簽署(須與本行簽字記錄相符) <div style="text-align: center;">S.V.</div> Company Chop and Authorized Signature(s)																																									

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF

Terms and Conditions

1. This application is subject to the Uniform Customs and Practice for Documentary Credits ("UCP") (for DC transactions) or Uniform Rules for Collections ("URC") (for D/A and D/P transactions) of the International Chamber of Commerce as are in effect on the issuance date of the DC or the date on which the documents are received by the Bank for collection under D/A or D/P (as the case may be). This application is also subject to the General Agreement - General Banking Facilities, Trade Finance General Agreement and/or any other agreement previously signed and delivered to Industrial and Commercial Bank of China (Asia) Limited (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Bank is irrevocably authorized (but is not obliged) to (i) utilize 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 ("**Financing**") 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 under the Back-to-Back DC (all of which, if any, are hereby waived).
3. Unless otherwise agreed by the Bank in writing, any Financing and/or advances provided by the Bank under the DC or the D/A or D/P transaction are with full recourse against the Applicant notwithstanding the UCP or other applicable rules which may provide otherwise. The Applicant further acknowledges and agrees that it will repay the Bank on demand for any Financing or advances obtained from the Bank without raising any defence or objection. The Applicant also undertakes to repay any such Financing or advances under the DC without further demand if the Bank, due to whatever reasons, does not receive full and punctual payment(s) under the DC or the D/A or D/P transaction including, but not limited to, the occurrence of any of the following situations:-
 - (a) The issuing, confirming or nominated bank of the DC 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 of the DC 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.
4. The Applicant undertakes that it 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 incur or suffer under or in connection with this application or the export transaction.
5. 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.
6. For the purpose of providing or continuing trade or other banking facilities or services to the Applicant, the Bank may require the Applicant to pay a cash margin and/or other sums in any amount and at any time the Bank thinks fit. For such purpose, the Applicant hereby requests and authorizes the Bank to open a margin account in the name of the Applicant ("**Margin Account**") whenever the Bank thinks fit. The Applicant hereby charges the Margin Account in favour of the Bank as continuing security for the payment and discharge of all the Applicant's obligations and liabilities to the Bank (whether or not in connection with the Margin Account) and authorizes the Bank to apply any cash in the Margin Account to reduce any amounts owing by the Applicant. The Applicant further agrees and undertakes not to transfer, withdraw, pledge or otherwise deal with any cash in the Margin Account (save and except for those provided herein) unless with the prior consent of the Bank.
7. The Bank shall not be responsible or liable for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
8. The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of providing any services to the Applicant.
9. 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 notwithstanding that the Bank may choose such courier company or correspondent.
10. The Bank has full authority (but no obligation) at the Bank's discretion to store and insure the goods at the Applicant's risk and cost.
11. This application is governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.