

Document Date: _____

把單據交予開證行或指定行承付, 而無需要融資 申請日期

Please indicate the attached documents and processing instructions: 請表明是否需要審核單據

Please honour / negotiate / prepay / ... the documentary credit below ("DC")

Please honour / negotiate / prepay / ... the Documents after the DC issuing bank has accepted the Documents

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 required not required)

Please deliver the Documents against payment ("D/P") acceptance ("D/A") without financing

Please finance under D/P D/A

Drawer/Beneficiary (Name & Address): Drawee/Applicant (Name & Address):

受益人名稱及地址 信用證付款期限

Contact Person (Name, Tel. & Email): Draft/Invoice No.:

信用證號碼 公司聯絡人

DC No. (if applicable): Tenor:

Issued by (Bank & branch) (if applicable): Currency and Amount:

開證行名稱 單據金額

Goods (brief description): 貨物描述

Incoterms: B/L/AWB No.: Aspect of FOB, FAS, FCA, CFR or CPT shipment,

Vessel/Flight No.: Shipment Date: we hereby declare and certify that insurance has been covered by the drawee or the ultimate buyer.

Place of Taking in Charge / Dispatch from / Place of Receipt: Port of Loading/Airport of Departure: Port of Discharge/Airport of Destination: Place of Final Destination / for Transportation To / Place of Delivery:

Collecting Bank (Name & Address) (for D/P and D/A only): 提交單據名稱及數量

Documents Attached
(Please mark the number of documents attached)

Draft	Comm. Invoice	Customs/consular Invoice	Packing List	Weight List	Cert. of Origin	GSP Form A	Export Licence	Insurance Policy/Cert.	Bills of Lading	Non-negotiable Bill of Lading	Air Waybill	Forwarder Receipt	Cert. of Quality	Cert. of Quantity	Inspection Certificate

Instructions to Collecting Bank
(if applicable)

<input type="checkbox"/> Release Documents Against PAYMENT (D/P)	Collect interest at _____ % p.a. from the drawee from date of _____ until date of _____
<input type="checkbox"/> Release Documents Against ACCEPTANCE (D/A)	
<input type="checkbox"/> Acceptance/Payment may be postponed until arrival of carrying vessel	
<input type="checkbox"/> Waive interest and/or collection charges if refused by Drawee	X All communications between Collecting Bank and Industrial and Commercial Bank of China (Asia) Limited, Hong Kong by teletransmission
<input type="checkbox"/> Do Not Waive interest and/or collection charges if refused by Drawee	
<input type="checkbox"/> In case of need, contact: _____	All charges are for Drawee's account

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

For Back-to-Back or Transferred DC (if applicable)

請註明款項入帳號 / 遠期外匯合約編號 如款項是用作償還單據/融資, 請註明有關編號及償還金額

_____ documentary credit (no. _____) has been issued by you against _____

_____ has been transferred by you under your ref. _____

Disposal of Proceeds

Credit our Account No.: _____ Under Foreign Exchange Contract No. _____

Settle Import Bill Transfer DC Documents Pre-shipment Advance Under Ref. No. _____ for an amount of: _____

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

FOR BANK USE ONLY This application and any attachments are subject to the Terms and Conditions

公司印章及簽署(須與本行簽字記錄相符)

Authorised Signature(s) with Company Chop

Txn. Ref.: _____ S.V. _____

TERMS AND CONDITIONS FOR APPLICATION FOR EXPORT TRANSACTION

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 transactions are subject. This application is also subject to the General Agreement – General Banking Facilities and the Trade Finance General Agreement, 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 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 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, 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 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.
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 under or 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. The Applicant hereby assigns absolutely to the Bank, by way of an outright assignment, all the present and future rights, title, interests and benefits of the Applicant in and to the DC and Documents and do such act(s) as the Bank may require to perfect such assignment.
9. 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 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.
10. If the Bank provides Financing under the DC, D/A, D/P, (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 and agrees 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 exclusive jurisdiction of the Hong Kong courts.