

To: **Trade Finance Department**

Date: 申請日期

Please process the attached documents ("Documents") as per the following instructions:

| <input type="checkbox"/> Please honour / negotiate / prepay / purchase the Documents under the documentary credit below ("DC") <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 ("D/P") <input type="checkbox"/> acceptance ("D/A") without financing D/P 或 D/A 項下託收 <input type="checkbox"/> Please finance under <input type="checkbox"/> D/P <input type="checkbox"/> D/A D/P 或 D/A 項下融資 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--------------------------|--------------------------|--------------|-----------------|-----------------|----------------|----------------------|----------------------|-------------------------------|-------------------------------|-------------------|-------------------|-------------------|------------------------|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|
| Drawer/Beneficiary (Name & Address): 申請人 (本行客) 名稱及地址; | Drawee/Applicant (Name & Address): 受票人名稱及詳細地址 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact Person (Name, Tel. & Email): 聯絡人 (名字, 電話和電郵地址) | Draft/Invoice No.: 匯票或發票號碼 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DC No. (if applicable): | Tenor: 付款期限 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Issued by (Bank & branch) (if applicable): | Currency and Amount: 單據貨幣及金額 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Goods (brief description): 貨物的一般性描述 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Incoterms: | B/L/AWB No.: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vessel/Flight No.: | Shipment Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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): 代收行名稱, 詳細地址, 聯絡電話, SWIFT BIC.(如有) | Other Instructions: 其他指示 (如有) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Documents Attached (Please mark the number of documents attached) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Draft</th> <th>Comm. Invoice</th> <th>Customs/consular Invoice</th> <th>Packing List</th> <th>Weight List</th> <th>Cert. of Origin</th> <th>GSP Form A</th> <th>Export License</th> <th>Finance Policy/Cert.</th> <th>Bills of Lading</th> <th>Non-negotiable Bill of Lading</th> <th>Air Waybill</th> <th>Forwarder Receipt</th> <th>Cert. of Quality</th> <th>Cert. of Quantity</th> <th>Inspection Certificate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | Draft | Comm. Invoice | Customs/consular Invoice | Packing List | Weight List | Cert. of Origin | GSP Form A | Export License | Finance Policy/Cert. | Bills of Lading | Non-negotiable Bill of Lading | Air Waybill | Forwarder Receipt | Cert. of Quality | Cert. of Quantity | Inspection Certificate | | | | | | | | | | | | | | | | | 提交單據名稱及數量 |
| Draft | Comm. Invoice | Customs/consular Invoice | Packing List | Weight List | Cert. of Origin | GSP Form A | Export License | Finance Policy/Cert. | Bills of Lading | Non-negotiable Bill of Lading | Air Waybill | Forwarder Receipt | Cert. of Quality | Cert. of Quantity | Inspection Certificate | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D/P 及 D/A 項下託收指示 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Instructions to Collecting Bank | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Release Documents Against PAYMENT (D/P) | Collect interest at _____ % p.a. from the drawee from date of _____ until date of _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Release Documents Against ACCEPTANCE (D/A) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acceptance/Payment may be postponed until arrival of carrying vessel | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Waive interest and/or collection charges if refused by Drawee | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Do Not Waive interest and/or collection charges if refused by Drawee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | All communications between Collecting Bank and Industrial and Commercial Bank of China (Asia) Limited, Hong Kong by teletransmission | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | All charges are for Drawee's account | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| In case of need, contact: _____ who will assist you to obtain acceptance/payment but who has no authority to amend the terms of this bill | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For Back-to-Back or Transferred DC (if applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> A back-to-back documentary credit (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. _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Disposal of Proceeds | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Credit our Account No.: _____ Under Foreign Exchange Contract No. _____ | 款項處置指示: 1. 請註明指定帳號, 以便本行入帳(淨款項) 之用 2. 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Settle <input type="checkbox"/> Import Bill <input type="checkbox"/> Transfer DC Documents <input type="checkbox"/> Pre-shipment Advance Under Ref. No. _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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 set out overleaf. 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 TRANSACTIONS

申請前請先細閱
本申請書條款及條件

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.