Application for Processing Export Transaction

To: **OCBC Bank (Hong Kong) Limited**
Hong Kong

Date:

Name and address of drawer / beneficiary	We present the following documents ("**Documents**") for: ☐ issuing or nominated bank's payment under the documentary credit below ("**DC**") without financing (checking of documents is ☐ required ☐ not required) ☐ your negotiation under the DC by way of advancing funds or agreeing to advance funds under the DC ☐ your prepayment or purchase of a draft accepted or a deferred payment undertaking incurred by you under the DC ☐ your financing under ☐ D/P ☐ D/A ☐ drawee's payment without financing under ☐ D/P ☐ D/A
Name and address of drawee / consignee *(for D/P or D/A only)*	
Bill amount	DC No. & Name of Issuing Bank *(if applicable)*
Tenor / Draft/Invoice No.	
Commodity	

INSTRUCTIONS to Collecting Bank
for documents not under DC, please follow marked "X"

☐	Release documents against PAYMENT ("**D/P**")
☐	Release documents against ACCEPTANCE ("**D/A**")
☐	ACCEPTANCE / PAYMENT may be postponed until arrival of the carrying vessel
☐	CABLE advice of Non-payment and/or Non-acceptance
☐	AIRMAIL advice of Non-payment and/or Non-acceptance
☐	PROTEST in case of Non-payment and/or Non-acceptance
X	If Unpaid/ Unaccepted, store and insure goods
☐	COLLECT overseas charges from the DRAWEE
☐	DEDUCT charges from the PROCEEDS
☐	Interest is to be collected from the drawee at _________% per annum from date of _____________until date of_____________
☐	DO NOT WAIVE interest and/or collection charges if refused by the drawee
X	All communication between the Collecting Bank and OCBC Bank (Hong Kong) Limited, Hong Kong by ☐ teletransmission ☐ airmail

Collecting Bank (name and address) *(for D/P and D/A only)*

Please mark the number of documents attached

	Draft		Inspection Certificate
	Commercial Invoice		Insurance Policy/ Cert.
	Customs/ Consular Invoice		Signed Bill of Lading
	Packing/ Weight List		Non-neg. Bill of Lading
	Export License		Cargo Receipt
	Certificate of Origin		Air Waybill
	Beneficiary Certificate		ECIC Declaration

Other documents

For Back-to-Back Credit *(if applicable)*
A back-to-back credit (No. ____) has been issued by you against the support of this DC.

FOR THE PROCEEDS PLEASE:

☐ credit to our current account No.____
☐ settle Import Bill No. ___________________ for an amount _______________________
☐ deduct HKD ____________ for Packing Loan No. ________________________________
☐ Others ____

Despatch documents by:
☐ courier
☐ airmail

Note: If no instructions are given, the Bank will despatch documents by courier.

OTHER INSTRUCTIONS:

☐ Kindly grant us a loan under our banking facilities.

REMARKS:

If there are any queries, please contact Mr. / Ms. ________________ by Tel. ________________

FOR BANK'S USE ONLY		
Line Checked	Signature Verified	Control No.

Authorized Signature(s) and Company Chop

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF

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 to which the relevant transactions are subject and any other agreement(s) previously signed and delivered to OCBC Bank (Hong Kong) Limited, Hong Kong (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. 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 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 obtained from the Bank without raising any defence or objection. The Applicant also undertakes to repay any Financing under the DC without further demand if the Bank, due to whatever reasons, 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. 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.

4. The Bank is irrevocably authorised (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 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).

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. The Bank shall not be responsible or liable for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.

7. 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.

8. 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.

9. 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.

10. Save as otherwise provided in Clause 3 hereof, the operation of the Contracts (Rights of Third Parties) Ordinance (Cap.623) is hereby excluded.

11. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

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