

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:																																					
Name and address of drawee / consignee (<i>for D/P or D/A only</i>)		<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 negotiation under the DC by way of advancing funds or agreeing to advance funds under the DC <input type="checkbox"/> your prepayment or purchase of a draft accepted or 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																																					
Bill amount		DC No. & Name of Issuing Bank (<i>if applicable</i>)																																					
Tenor	Draft/Invoice No.																																						
Commodity																																							
INSTRUCTIONS to Collecting Bank for documents not under DC, please follow marked "X"		Collecting Bank (name and address) (<i>for D/P and D/A only</i>)																																					
	Release documents against PAYMENT (" D/P ")																																						
	Release documents against ACCEPTANCE (" D/A ")	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="3">Please mark the number of documents attached</th> </tr> <tr> <td style="width:33%;"></td> <td style="width:33%;">Draft</td> <td style="width:33%;">Inspection Certificate</td> </tr> <tr> <td></td> <td>Commercial Invoice</td> <td>Insurance Policy/ Cert.</td> </tr> <tr> <td></td> <td>Customs/ Consular Invoice</td> <td>Signed Bill of Lading</td> </tr> <tr> <td></td> <td>Packing/ Weight List</td> <td>Non-neg. Bill of Lading</td> </tr> <tr> <td>X</td> <td>Export License</td> <td>Cargo Receipt</td> </tr> <tr> <td></td> <td>Certificate of Origin</td> <td>Air Waybill</td> </tr> <tr> <td></td> <td>Beneficiary Certificate</td> <td>ECIC Declaration</td> </tr> <tr> <th align="left" colspan="3">Other documents</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>		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	X	Export License	Cargo Receipt		Certificate of Origin	Air Waybill		Beneficiary Certificate	ECIC Declaration	Other documents											
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Other documents																																							
	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																																						
	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 <input type="checkbox"/> teletransmission <input type="checkbox"/> airmail																																						
For Back-to-Back Credit (<i>if applicable</i>)																																							
A back-to-back credit (No. _____) has been issued by you against the support of this DC.																																							
FOR THE PROCEEDS PLEASE:		Despatch documents by:																																					
<input type="checkbox"/> credit to our current account No. _____		<input type="checkbox"/> courier																																					
<input type="checkbox"/> settle Import Bill No. _____ for an amount _____		<input type="checkbox"/> airmail																																					
<input type="checkbox"/> deduct HKD _____ for Packing Loan No. _____		<i>Note: If no instructions are given, the Bank will despatch documents by courier.</i>																																					
<input type="checkbox"/> Others _____																																							
OTHER INSTRUCTIONS:																																							
<input type="checkbox"/> 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.