

**APPLICATION FOR PROCESSING EXPORT DOCUMENTS**

\* Mandatory fields

\* BENEFICIARY / DRAWER:

\* Bills A/C No.

\* Contact Person:

\* Telephone No. Fax No.

\* APPLICANT / DRAWEE / BUYER:

TO: **SHANGHAI COMMERCIAL BANK LIMITED**  
HONG KONG

DATE: \_\_\_\_\_ FOR: **OUTWARD BILLS DEPT**

We hand you drafts and/or documents as below for disposal in accordance with the following instructions and subject to our General Letter of Pledge/Hypothecation given to you and subject to the terms and conditions printed overleaf:

**SAMPLE**

- for payment to us after **COLLECTION**
- for **PURCHASE** without L/C (DP or DA) subject to final payment
- for **NEGOTIATION\*\* / DISCOUNT** under Letter of Credit

(\*\*as defined in the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, which are in effect on the date of this form)

Please mark number of documents attached

<input type="checkbox"/>	Draft	<input type="checkbox"/>	Original Bills of Lading	<input type="checkbox"/>	Courier Receipt	<input type="checkbox"/>	Shipment Advice
<input type="checkbox"/>	Commercial Invoice	<input type="checkbox"/>	Non-neg Bills of Lading	<input type="checkbox"/>	Cert of Origin	<input type="checkbox"/>	Country of Declaration
<input type="checkbox"/>	Insurance Policy/Cert	<input type="checkbox"/>	Forwarder Cargo Receipt	<input type="checkbox"/>	GSP Form A	<input type="checkbox"/>	Letter of Credit
<input type="checkbox"/>	Packing/Weight List	<input type="checkbox"/>	Air Waybill/Sea Waybill	<input type="checkbox"/>	Beneficiary's Statement	<input type="checkbox"/>	
<input type="checkbox"/>	Inspection Cert	<input type="checkbox"/>	Cargo Receipt	<input type="checkbox"/>	Beneficiary's Certificate	<input type="checkbox"/>	

L/C ISSUING BANK

OTHER DOCUMENTS

LETTER OF CREDIT NO. SHIP OR AIRLINE

BRIEF DESCRIPTION OF GOODS

SHIPMENT FROM SHIPMENT TO

<input type="checkbox"/>	Deliver documents against <b>ACCEPTANCE</b>	<input type="checkbox"/>	Deliver documents against <b>PAYMENT</b>
<input type="checkbox"/>	Deliver documents against <b>BUYER'S LETTER OF UNDERTAKING</b>		
<input type="checkbox"/>	Advise acceptance and non-acceptance by SWIFT	<input type="checkbox"/>	Advise payment and non-payment by SWIFT
<input type="checkbox"/>	Protest for non-acceptance	<input type="checkbox"/>	Protest for non-payment
<input type="checkbox"/>	Collect your commission and charges from drawee		
<input type="checkbox"/>	Collect interest from the drawee at the rate of _____ % per annum from the date of the draft / purchase to the date of payment		
<input type="checkbox"/>	Do not waive commission, charges and/or interest if refused by drawee		
<input type="checkbox"/>	All agents charges are to be collected from drawee		
<input type="checkbox"/>	Allow drawee to defer <b>ACCEPTANCE / PAYMENT</b> pending arrival of goods at destination		
<input type="checkbox"/>	In case of dishonor the merchandise may, at your option or at the option of your correspondent or agent, be landed, cleared through customs, warehoused and insured at the expense of the undersigned.		

Case of Need:

Special Instructions:

At our risk, please send documents through

(Name of Bank and full address)

Please follow PROCEEDS DISPOSAL INSTRUCTIONS marked: ' X '

**CREDIT** proceeds to our A/C No.

\* **DEBIT** bank charges from our A/C No.

Repay Packing Loan for \_\_\_\_\_

Retire I/B bill under IB LC No. \_\_\_\_\_ for \_\_\_\_\_

Apply Forward Contract No. \_\_\_\_\_

Under Transfer LC No. \_\_\_\_\_

**At our risk and our expenses, please send the documents by DHL in one lot unless otherwise instructed by us or stipulated in the L/C in respect of document presentation under L/C.**

Other instructions:

TENOR \_\_\_\_\_ \* INVOICE NO. \_\_\_\_\_ \* TOTAL AMOUNT \_\_\_\_\_

**Remarks (For Bank Use Only)**

**We agree that this application is subject to the terms and conditions printed overleaf.**

Authorized Signature(s) and Company Chop

Signature Verified

P.T.O.

For Bills not under L/C, please follow instructions marked 'X'

## **Terms and Conditions for Processing Export Documents**

In consideration of an advance or advances or other financial accommodation given or to be given or renewed to us at our request by Shanghai Commercial Bank Limited ("the Bank"), we do hereby sell, assign, transfer, charge and pledge to the Bank all right, title and interest in and to the draft and/or documents described in this application ("Documents") and/or merchandise covered thereby and/or proceeds of sale thereof.

In the event of any advance by the Bank, we hereby guarantee to the Bank that the Documents will be promptly honored according to the terms thereof failing which we will make immediate payment on demand to the Bank for the amount of the draft or invoice plus interest and all charges and expenses incurred and the Bank is hereby authorized to charge back and recover from us accordingly.

It is hereby understood and agreed that in case we should fail to reimburse the Bank immediately on demand according to the preceding paragraph hereof the Bank and/or its correspondent or agent is hereby authorized and empowered with full authority to sell any part or all of the merchandise covered by the Documents at any place and at any price and upon such terms and conditions as the Bank or its correspondent or agent may deem advisable and to apply the proceeds of such sale or sales as far as needed towards the payment of any or all of our indebtedness or liabilities to the Bank rendering the overplus, if any, to us. We shall remain liable to the Bank for any deficiency remaining unpaid after such application, with interest. We also empower the Bank and/or its correspondent or agent with the right to transfer the merchandise covered by the Documents to any other place, at the discretion of the Bank and/or its correspondent or agent, for sale or otherwise, and all expenses of reconditioning, repacking, transferring, shipping, customs charges and all other expenses and charges incidental thereto are for our account.

We agree that the Bank in undertaking the collection of the Documents assumes no responsibility beyond the exercise of due care and that the Bank will not be liable for the default or negligence of its correspondent or agent nor for losses in transit. We further agree that the Bank, its correspondent or agent may send the Documents, directly, or indirectly, to any bank, including the drawee, if a bank, and accept a draft or credit in lieu of cash and that any payment or credit made to us or for our account for the proceeds of the Documents shall be subject to final payment in cash or solvent credits. Also that the Bank may charge back and recover from us the proceeds of the Documents or any part thereof at any time if final payment in cash or solvent credits is not received and whether or not the Documents themselves or the merchandise covered thereby may be returned.

In consideration of the Bank's purchasing, negotiating or discounting our draft(s) and/or documents or taking it/them for collection from time to time through a bank or banks designated by us as the Bank's correspondent or agent, such not being the Bank's choice of correspondent, we hereby guarantee due payment by such correspondent to the Bank of all monies and other things of value received by such correspondent in connection therewith and the Bank is hereby authorized to debit the account of us in respect of all such monies or things of value, should the correspondent fail to reimburse the Bank such monies or things of value.

In consideration of the Bank's purchasing, negotiating or discounting our drafts and/or documents or taking it/them for collection, covering shipments which are insured by our buyers abroad, we hereby hold ourselves responsible for all losses and consequences and agree to indemnify the Bank against all liabilities, losses and expenses that may be incurred by the Bank in connection thereto.

For any transaction involving Renminbi trade settlement services and/or trade finance, we agree that it will be subject to the applicable laws, rules, regulations or guidelines issued by the Bank, relevant authorities in Hong Kong or the Mainland China from time to time and also the Specific Terms and Conditions for Renminbi Accounts and Services for RMB Trade Settlement Enterprises of the Bank as amended from time to time.

We do also undertake and agree to pay to the Bank and hereby authorize the Bank to reimburse itself from us for all commission, collection charges and interest as well as all expenses incurred in the handling of the Documents if such charges and expenses are not paid by the drawee and/or L/C applicant.

We also undertake and agree that the Bank shall not be liable for any loss, damages or expenses directly or indirectly from this application, or any failure or delay in processing the Documents or any error or failure in the Documents unless solely and directly caused by the negligence or wilful default of the Bank. We shall indemnify the Bank against all or any liabilities, losses and expenses that may be incurred by the Bank in connection with or as a result of this application and/or processing the Documents, unless they are caused solely and directly by the negligence or wilful default of the Bank.

We do hereby agree that the stipulations hereinbefore provided shall be valid and binding on our successors in title or assigns including but not limited to our official receiver/s, trustee/s in bankruptcy and liquidator/s as the case may be.

These Terms and Conditions shall be subject to the Terms and Conditions for Bank Accounts and General Services and in the event of inconsistency, the former shall prevail. These Terms and Conditions are governed by and will be construed in accordance with the laws of Hong Kong and we agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes relating to this application and the matters referred to in it.