



SG No. (For Bank Use)
SGT / AWR

Application for Shipping Guarantee/Goods Release

Date(DD/MM/YY)

To : Hang Seng Bank Limited, Trade Services, Customer Unit _____

Please complete in BLOCK LETTERS and "√" where appropriate. Please submit the full application form including 'Terms and Conditions'.

| | |
|------------------------|----------|
| Name of Contact Person | Tel. No. |
|------------------------|----------|

We hereby request you to:

- sign or countersign the attached letter of guarantee/indemnity in favour of the following shipping company to facilitate their release of the goods described below (the "**Goods**") to us without providing the original bills of lading **provided that** if you receive the original bills of lading and other related documents prior to your signing or countersigning the attached letter of guarantee/indemnity, you are requested and authorised to release the original bills of lading and other related documents to us without checking them.
- endorse to our order the following Air Transportation Waybill / Parcel Post Receipt / Bills of Lading (or other document(s) of title) to facilitate the release of the goods described below (the "**Goods**") to us.

(each letter of guarantee/indemnity signed or countersigned by you and each Air Transportation Waybill / Parcel Post Receipt / Bills of Lading (or other documents(s) of title) endorsed by you, a "**Relevant Document**")

In consideration of your acting as per our request, we, the undersigned, agree to be bound by the following terms:

- (a) In this application, "you" means Hang Seng Bank Limited of 83 Des Voeux Road Central, Hong Kong and its successors and assigns and, where the context permits, includes your delegate(s) under this application.
- (b) This application is subject to the Trade Financing General Agreement, the business terms governing our account(s) with you and any other agreement(s) previously signed and delivered to you by us (including the latest facility letter in relation to trade transactions and facilities). In case of conflict, the terms of this application shall prevail.
- (c) We undertake to indemnify you and your delegate(s) on demand against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees on a full indemnity basis), proceedings or actions which you or your delegate(s) may suffer or incur arising out of or in connection with the Goods (or their release) and/or:
 - (i) your signing or countersigning the letter of guarantee/indemnity or (as the case may be) your signing, countersigning or endorsement of the Relevant Document pursuant to our request in this application; or
 - (ii) your releasing at our request the Relevant Document and related documents to us without checking.
- (d) You may, at your sole discretion, compromise, settle, pay or resist any claim arising out of or in connection with the letter of guarantee/indemnity and/or the release of Goods in such manner as you deem appropriate, without releasing our obligation and liability to indemnify you hereunder. We shall provide you with sufficient funds on demand to defend any proceedings, claims or action instituted against you at any time in respect to the Goods (or their release) and/or the letter of guarantee/indemnity, including all legal fees and costs.
- (e) We agree to redeem and deliver the letter of guarantee/indemnity (if any) to you for cancellation immediately upon receipt of the relevant original bills of lading.
- (f) We declare and represent that the Goods are, to the best of our knowledge, not encumbered in favour of any person nor will this be done by us other than to you.
- (g) You are hereby authorised (but not obliged) (i) to honour any drawings made under the documentary credit, documentary collection or any import bills described in this application and to pay the invoiced amount of the Goods or value of the Goods (whichever is higher) without examining any of the presented documents; and (ii) to utilise the bills of lading or other transport document in your possession for the redemption of the letter of guarantee/indemnity from the relevant shipping company. We irrevocably agree and undertake to reimburse you on demand in respect of such drawings or payments together with all charges, expenses and interest irrespective of any discrepancy(ies) or irregularities that may appear in such drawings or documents (all of which, if any, are hereby waived) and/or even if the Goods, drawings or payments are unacceptable to us due to whatever reasons.
- (h) The Goods and the documents to which the Goods relate (collectively, the "**Documents**") are and will continue to be pledged to you as a continuing security. The Goods and the Documents are released to us exclusively for the purpose of taking delivery of and selling the Goods and we shall pay the sales proceeds of the Goods to you immediately upon receipt without set-off or any deduction. We will hold the Documents, the Goods and their sales proceeds in trust for you, in your name and solely to your order, and shall keep them separate from any other documents, goods or proceeds. You may at any time and at your discretion take possession of, sell or otherwise deal with the Documents, Goods and/or proceeds in such manner as you may consider appropriate.
- (i) We declare and confirm to you that the value of the Goods does not exceed the Goods Value specified below in this application. We agree to keep the Goods fully insured for the amount not less than 110% of the invoice amount or value of the Goods (whichever is higher) at our own expense and will furnish proof of this at any time, if requested to do so by you.
- (j) We agree that any cash margin paid to you pursuant to or in connection with this application (the "**Cash Margin**") will be transferred and held in your name and control. You have the right, at any time without notice or demand, to set off, apply and/or transfer the Cash Margin against and/or towards satisfaction of all or any of our obligations and liabilities to you. You may convert any of them at the prevailing exchange rate as may be absolutely determined by you at your discretion for the purpose of the set-off.
- (k) Unless you otherwise agree, any Cash Margin shall not be repayable or refundable (in whole or in part) nor shall it constitute a debt owed by you to us or any other person until and unless you are satisfied that all our obligations and liabilities to you have been unconditionally and irrevocably paid and discharged in full. You may (at your sole and absolute discretion) regard any amount of the Cash Margin as due and repayable when such amount of the Cash Margin is applied by you towards satisfaction of our obligations and liabilities to you or is set off against our obligations and liabilities to you.
- (l) We undertake to pay to you all the fees, charges and commissions as agreed and you are hereby authorised to debit our account and/or Cash Margin (if any) for all the relevant fees, charges, commissions and any amount owed by us to you.
- (m) In this application, any reference to "person" includes a company, partnership or sole proprietorship. If the undersigned includes two or more persons, the obligations and liabilities of these persons shall be joint and several. If the undersigned is a firm or body unincorporate, "the undersigned", "we" or "us" means the sole proprietor or (as the case may be) each of the present and future partners of the firm.
- (n) Your rights under this application shall be additional and without prejudice to your rights under any other agreements or general law.
- (o) No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of this application.
- (p) This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

>>GTRF>CNS

B326-R7(YX) 1-2 08/17 E

SG No. (For Bank Use)
SGT / AWR

Without prejudicing or affecting your rights, benefits and remedies in this application, we hereby confirm and instruct you to:

- honour or pay the letter of credit relating to the Goods irrespective of any discrepancy appearing on the presented documents and notwithstanding that the Goods are unacceptable to us for any reason.
- confirm our acceptance of the collection bill relating to the Goods which is drawn on us on Documents Against Acceptance ("DA") or Documents Against Payment ("DP") terms.

| | | |
|--|------------|-------------|
| Trade Account No. | | Marks & No. |
| DC No. (in case of collection bill state DA or DP) | | |
| Vessel Name. / Flight No. | Voyage No. | |
| B/L No. / AWB No. | | |
| Arriving Date(DD/MM/YY) | | |
| Name of the Shipping Company | | |
| Goods Value (Amount and Currency) | | |
| Quantity & Description of Goods | | |

| For Bank Use | | | |
|--------------|-------------|---|----------------------|
| Checked by | Approved by | Against: <input type="checkbox"/> TR <input type="checkbox"/> MD | Attach to bill _____ |
| | | | Date(DD/MM/YY) _____ |
| | | | Initial |
| | | SG Removal | |
| | | Officer | Date(DD/MM/YY) |

Import Bills Settlement Instruction

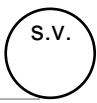
Debit our account number _____ (Currency: _____)

Utilise cash margin held

Apply for an Import Loan for _____ days in Hong Kong Dollars Other Currency: _____, and use loan proceeds for settlement

Settlement instruction is to be given at a later date

Other (please specify): _____

| | |
|--|--|
| <p>We shall take delivery of the Goods against:</p> <p><input type="checkbox"/> Cash Margin (Please debit our account number _____ Currency: _____) for the Goods Value specified above for payment of cash margin to you (Please convert payment to foreign currency <input type="checkbox"/> at your current exchange rate <input type="checkbox"/> utilising forward exchange contract no. _____)</p> <p><input type="checkbox"/> Pledge and trust arrangement for the value of the Goods</p> <p><input type="checkbox"/> Others: _____</p> | <p>Authorised Signature(s) and Company Stamp (if applicable)</p> <div style="text-align: right;">  </div> <p>X Please use signature(s) and stamp filed with the Bank</p> |
|--|--|

>>GTRF>CNS

B326-R7(YX) 2-2 08/17 E