



**Application for Post-shipment Loan to Seller**

To : Hang Seng Bank Limited

Attn: Trade Services (Customer Unit: \_\_\_\_\_ )

Please complete in BLOCK LETTERS and “√” where appropriate.

Loan No. & Due Date (For Bank Use)

Date(DD/MM/YY)

**Part A – Applicant Information**

Applicant / Seller

Name of Contact Person

Fax No.

Tel. No.

Invoice No(s). and Amount

Trade Account No.

Shipment Date (DD/MM/YY)

B/L / AWB No.

**Part B – Instructions**

We, the undersigned, hereby apply for an Export Trade Loan (the “Loan”)

(  in Hong Kong Dollar       in same foreign currency as the invoice)

for (currency and amount) \_\_\_\_\_ for \_\_\_\_\_ days from the date of your granting the Loan or for the period acceptable to you in respect of the goods shipped / services delivered under the above-mentioned invoice(s).

We enclose herewith copy(ies) of the above-mentioned invoice(s) and evidence of delivery of Goods (if applicable) for your record.

**Disposal Instructions of the Loan Proceeds**

Please credit the proceeds of the Loan as mentioned above to

- Our Account No. \_\_\_\_\_
- Others (Please specify here or in separate attachment duly signed)

**Settlement Instructions of the Loan**

We authorise you to the debit Account No. \_\_\_\_\_ (Currency: \_\_\_\_\_ ) on maturity or on the date you demand repayment of the Loan, whichever is earlier for settlement of the Loan and any interest payable.

**Part C – Charges**

For all relevant fees, charges, costs and expenses, please

- Debit our Account No. \_\_\_\_\_ (Currency: \_\_\_\_\_ )
- Deduct from proceeds of payment advanced.

**Part D – Particulars of Buyer and Goods / Services**

Name of Buyer

Purchase Order / Sales Contract No. and Date

Description of Goods / Services

(the “Goods”)

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**Part E – Terms and Conditions of the Loan and this application**

We, the undersigned, agree to be bound by the following terms and conditions:

1. 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.
2. This application and the Loan are also subject to the Trade Financing General Agreement, the business terms governing our account(s) and any other agreement(s) previously signed by us and delivered to you (including the latest facility letter in relation to trade transactions and facilities). In case of conflict, the terms of this application shall prevail.
3. The Loan is subject to your overriding right of repayment on demand.
4. We agree to repay you the Loan on demand or on the maturity date of the Loan (whichever is earlier) together with accrued interest at the interest rate stipulated in the relevant facility letter or any other agreement between you and us (if any) or otherwise determined by you.
5. We shall on demand pay all the fees and charges in connection with the Loan or the transaction contemplated in this application. Notwithstanding any instruction(s) stipulated in this application, you are hereby authorised (at any time and at your discretion) to (i) deduct or debit all the relevant fees, charges and any amount owed by us to you from any of our account(s) maintained with you; and/or (ii) convert any amount debited or otherwise received by you or any of our obligation or liability at the prevailing exchange rate determined by you (or any other agreed exchange rate, if any).
6. You shall reserve the right at your absolute discretion to decide whether or not any utilisation may be made under the facility applied by us and to specify the conditions for such utilisation.
7. We undertake to provide you with any document and/or information in relation to the sales transaction to which this application relates (the "Sales Transaction") and the Goods upon your request.
8. We hereby undertake that we will not use any receivables and/or insurance proceeds (if any) relating to the Sales Transaction for securing any banking facilities (other than those granted to us by you) and other purposes as prohibited or restricted by law, and agree not to sell, charge, part with possession of or otherwise deal with any such receivables and/or insurance proceeds (if any), whether in whole or in part, without your prior written consent.
9. If the contract of sale between ourselves and the buyer requires us to take out insurance of the Goods, we hereby undertake to take out an insurance policy for all insurable risks in respect of the Goods for the full value of the Loan and arrange with the insurers for policies issued in our name to be endorsed in your favour, and hold the policy and proceeds of such insurance to your order and in trust for you and/or otherwise ensure that in the event of loss or damage to the Goods the insurance proceeds are paid to you. In the event of our default in arranging insurance cover, we authorise you to insure the Goods with such insurance company as you deem appropriate and to debit our current account or other account with any costs involved therewith.
10. We undertake to ensure due and punctual payment by the buyer under the Sales Transaction and the receivables and/or insurance proceeds will be credited to our account with you as designated by you from time to time, or, if you so directed, will be applied to repay our obligations and liabilities to you in connection with the Loan and any other debts due and owing by us to you.
11. 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.
12. Your rights under this application shall be additional and without prejudice to your rights under any other agreements or general law.
13. 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.
14. 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.

Authorised Signature(s) and Company Stamp (if applicable)

X

Please use signature(s) and stamp filed with the Bank

S.V.

For Bank Use

Checked by

Approved by

Loan number

Date (DD/MM/YY)

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