



SBR No. (For Bank Use)
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Applicant's Ref No.
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Date (DD/MM/YY)
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**Application for Loan to Buyer**

To : Hang Seng Bank Limited

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

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

Part A – Applicant Information	
Applicant / Buyer	
Name of Contact Person	
Tel. No.	Fax No.
Trade Account No.	Pro-forma / Invoice / Contract No(s).  (the “Transaction Document”)

Part B – Instructions
<p>We, the undersigned, hereby apply for</p> <p><input type="checkbox"/> Pre-shipment Import Trade Loan (the “Loan”) together with <input type="checkbox"/> Post-shipment Import Trade Loan upon receipt of goods: We hereby request you to grant Post-shipment Import Trade Loan with tenor of _____ days in the amount equivalent to the relevant Invoice amount and Proof of delivery, which shall be submitted within 5 Business Days by us to you on receipt of goods and shall include the Pre-shipment Import Trade Loan reference number provided by you. Loan Proceeds of the Post-shipment Import Trade Loan, if granted by you, will be used to repay the Pre-shipment Import Trade Loan in full. Any remaining balance shall be disposed</p> <p><input type="checkbox"/> as per Disposal Instructions of Pre-shipment Import Trade Loan</p> <p><input type="checkbox"/> Others: _____ (please specify)</p> <p><input type="checkbox"/> Post-shipment Import Trade Loan (the “Loan”)</p> <p>( <input type="checkbox"/> in Hong Kong Dollar      <input type="checkbox"/> in same foreign currency as the Transaction Document )</p> <p>for (currency and amount) _____ for _____ days from the date of your granting the Loan</p> <p>or for the period acceptable to you in respect of the goods shipped from _____ ( ) to _____ ( )</p> <p>and/or services covering _____ ( ) (the “Goods” / the “Services”)</p> <p>under the Transaction Document(s).</p> <p>We enclose herewith copy(ies) of the Transaction Document(s) and Proof of delivery (if any) for your record.</p>

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**Part B – Instructions (Cont.)**

**Disposal Instructions of the Loan Proceeds**

We hereby irrevocably authorise and instruct you to

make a direct payment of the proceeds of the Loan (by  CHATS  telegraphic transfer  Cashier Order) as mentioned above to the following Supplier / Service Provider.

Others: \_\_\_\_\_ (please specify)

Supplier / Service Provider (name & address):	Remit through intermediary bank & SWIFT code (if any):
Supplier / Service Provider's account with (Bank Name & SWIFT code of Supplier / Service Provider's bank):	Message (to be quoted in the disposal instruction, if any):
Account no. of Supplier / Service Provider (please specify in full details):	Remarks:

**Settlement Instructions of the Loan**

We authorise you to debit Account No. \_\_\_\_\_ (Currency: \_\_\_\_\_ ) on maturity for settlement of the Loan and any interest payable.

Please settle our liability under the Loan as per our settlement instruction to be given at a later date before maturity.

**Part C – Charges**

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

Debit our Account No. \_\_\_\_\_ (Currency: \_\_\_\_\_ )

Deduct from Loan Proceeds (i.e. for supplier's account).

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**Part D – 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 is 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 we have entered with you (if any) or otherwise determined by you.
5. We hereby certify that the Loan is requested for our genuine trade and that no other financing has been requested from any other person(s) against the Transaction Document(s).
6. We shall on demand pay all the fees and charges in connection with 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).
7. 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.
8. 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.
9. Your rights under this application shall be additional and without prejudice to your rights under any other agreements or general law.
10. If we have instructed you to convert the Loan proceeds into RMB (the "**RMB Loan Proceeds**") and instruct you to remit or transfer the RMB Loan Proceeds to any supplier or person in the PRC (the "**PRC Beneficiary**") for settlement of any cross-border trade transaction, in the event that the RMB Loan Proceeds is returned to you for any reason (including as a result of rejection by the relevant authority, the receiving bank or any other person) or any relevant authority or applicable provisions may so require, you are irrevocably authorised and entitled to convert the RMB Loan Proceeds back to the original currency of the Loan at your prevailing buying rate or your original selling rate, whichever is more favourable to you, and may (but is not obliged to) apply the converted sum for settlement of the Loan without notice or our further consent. We fully understand and acknowledge the risks that may be involved in the exchange and conversion back of the RMB Loan Proceeds as aforesaid mentioned (including without limitation the risks of fluctuation of exchange rates) and we shall be solely liable for all losses, damages, costs, expenses, fees and charges resulting therefrom or otherwise in connection therewith.
11. 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 in this application.
12. 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 Only

Exchange Rate	Checked by
Limit checking and approved	Approved by
Approved loan period	Date (DD/MM/YY)