

Transfer Credit Reference No. (For Bank Use)

Date(DD/MM/YY)

Application for Transfer of Credit in its Entirety

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

Please complete in BLOCK LETTERS and “\” where appropriate. Please submit the full application form including the “ Terms and Conditions”.

Part A – Original Documentary Credit Information	
Credit No.	(the“DC”)
Issuing Bank	
DC Amount	
Applicant	
First Beneficiary / Transferor Name	(the“First Beneficiary”)
Contact Person	Trade Account No.
Tel. No.	Fax No.

Part B – Method of Advising Transferee
Please transfer the above-mentioned credit by Courier (<input type="checkbox"/> with Brief Teletransmission)

Part C – Request
<p>1. We (the First Beneficiary of the original DC) hereby request you to transfer the DC on exactly the same terms and conditions to the Second Beneficiary (as identified below) in accordance with our instructions in this application. We agree that all amendments whether now existing or hereafter made are to be advised direct to the Second Beneficiary without reference to us. We hereby irrevocably renounce all rights thereunder and you may present the documents (if any) which you receive from the Second Beneficiary direct to the issuing bank or confirming bank, if any, without further reference to us. We also agree that the Second Beneficiary may present the documents directly to the issuing bank or confirming bank, if any.</p> <p>2. Your original advice of the DC (together with all amendments, if any) is returned to you herewith and we shall be glad if you will notify the Second Beneficiary at our expense.</p> <p>(Please use separate blank sheets for advising other instructions)</p>

Part D – Transfer Documentary Credit Details	
Second Beneficiary/Transferee Name and Address	Contact Person (if applicable)
(the“Second Beneficiary”)	Tel. No.
Advising Bank Name and Address (if any)	

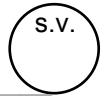
Part E – Charges	
DC Transfer Commission & Other Charges for Account of	<input type="checkbox"/> First Beneficiary <input type="checkbox"/> Second Beneficiary
Please debit DC Transfer Commission and Other Charges to our Account No.	(Currency:)

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Part F – Declaration	
We, the First Beneficiary, confirm that we have received and read the Terms and Conditions of Application for Transfer of Credit in its Entirety set out overleaf and agree to be bound by them.	

For Bank Use Only		Authorised Signature(s) and Company Stamp (if applicable)
Advising Bank Code	Commission	
Checked by	Cable	
	Postage	
Approved by	Total	
		<input checked="" type="checkbox"/> Please use signature(s) and stamp filed with the Bank



Terms and Conditions of Application for Transfer of Credit in its Entirety

1. In this application, the “**Bank**” or “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 the Bank’s delegate(s) under this application.
2. This application and the transferred DC are subject to Uniform Customs and Practice for Documentary Credits of International Chamber of Commerce to which the DC is subject. This application is also subject to the Trade Financing General Agreement, the business terms governing our account(s) and any other agreements previously signed by us and delivered to the Bank (including the latest facility letter in relation to trade transactions and facilities). In case of conflict, the terms of this application shall prevail.
3. We agree that neither the Bank nor any agents or correspondents of the Bank shall be responsible for the description, quantity, quality or value of the merchandise shipped under the transferred DC, nor for the correctness, genuineness or validity of the documents, nor for any other cause beyond its or their control.
4. The Bank is authorised to advise the DC issuing bank and confirming bank, if any, of the details of this transfer.
5. In consideration of the Bank’s transferring the DC at our request, we undertake to promptly and fully indemnify the Bank and any agents and correspondents of the Bank on demand against all liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be suffered or incurred by the Bank or any agents or correspondents of the Bank and all actions or proceedings which may be brought by or against the Bank or any agents or correspondents of the Bank whether in contract, tort or otherwise arising from or in connection with the transfer of the DC and/or the exercise or preservation of the Bank’s powers and rights under these terms and conditions.
6. In this application, any reference to “person” includes a company, partnership or sole proprietorship. If the First Beneficiary includes two or more persons, the obligations and liabilities of these persons shall be joint and several. If the First Beneficiary is a firm or body unincorporate, the “First Beneficiary”, “we” or “us” means the sole proprietor or (as the case may be) each of the present and future partners of the firm.
7. The Bank’s rights under this application shall be additional and without prejudice to its rights under any other agreements or general law.
8. No person other than the Bank 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.
9. 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.

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