



# Habib Bank Zurich (Hong Kong) Limited, a Restricted Licence Bank

## APPLICATION FOR PROCESSING EXPORT TRANSACTIONS

To: **HABIB BANK ZURICH (HONG KONG) LIMITED, a Restricted Licence Bank** (the “Bank”)

Date

Please process the attached set of original documents (“Documents”) as per the following instructions marked with an “X”:

Please honour / negotiate / prepay / purchase the Documents (as the case may be) with full recourse against us under the documentary credit below (“DC”).

Please honour / negotiate / prepay / purchase the Documents (as the case may be) with full recourse against us after the DC issuing bank has accepted the Documents.

Please send the Documents to the issuing / nominated bank and pay us after receipt of proceeds from the issuing/nominated bank (Checking of documents is required not required. If left blank, only funded bills will be checked.)

Please send the Documents on collection against payment (“D/P”) acceptance (“D/A”) (days) without financing

Please send the Documents and finance under D/P D/A (days) with full recourse against us.

Drawer/Beneficiary:

Name:

Address with Country:

Drawee/Applicant (“Drawee”)

Name:

Address with Country:

Contact Person:

Name:

Tel:

Email:

DC No.

Date:

Issued by (Bank & Branch) (if applicable):

Draft/Invoice No.

Invoice Date:

Tenor:

Currency & Amount (in words and figures):

In figures: ▼

In words:

Goods (Brief Description):

Incoterms:

Bill of Lading (“B/L”) / Air Waybill (“AWB”) No.:

In respect of FOB, FAS, FCA, CFR, CIF or CPT shipment, we hereby declare and certify that insurance has been covered by the drawee or the ultimate buyer.

Vessel / Flight No.:

Shipment Date:

Port of Discharge / Airport of Destination:

Place of Final Destination / for Transportation To / Place of Delivery:

Place of Taking in Charge / Dispatch from / Place of Receipt:

Port of Loading / Airport of Departure:

Collecting Bank (for D/P and D/A only): Name: Address:	Other Instructions:
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**Documents Attached**

*(Please mark the number of original Documents attached. One extra copy of each document is provided for the Bank's records)*

Draft	Comm. Invoice	Customs/consular Invoice	Packing List	Weight List	Cert. of Origin	GSP Form A	Export Licence	Insurance Policy/ Cert.	B/L
Non-negotiable B/L	AWB	Forwarder Cargo Receipt	Cert. of Quality	Cert. of Quantity	Inspection Certificate				

**Instructions to Collecting Bank**

*(if applicable)*

Release Documents Against PAYMENT (D/P) Release Documents Against ACCEPTANCE (D/A) Acceptance/Payment may be postponed until arrival of carrying vessel Protest the bill for non-payment, if unpaid on due date Waive interest and/or collection charges if refused by Drawee Do not waive interest and/or collection charges if refused by Drawee	Collect interest at _____ % p.a. from Drawee from date of _____ until date of _____
	<input checked="" type="checkbox"/> All communications between collecting bank and the Bank by telecommunication
	All charges are for Drawee's account. Do not deliver the Documents if refused by Drawee

In case of need, contact:  
who will assist you to obtain acceptance/payment but who has no authority to amend the terms of this bill

**For Back-to-Back or Transferred DC (if applicable)**

A back-to-back documentary credit (no. \_\_\_\_\_) has been issued by you against the support of the DC.  
The DC has been transferred by you under your ref. \_\_\_\_\_

**Disposal of Proceeds**

Credit our Account No. \_\_\_\_\_ Under Foreign Exchange Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_  
Settle Import Bill Transfer DC Documents Pre-shipment Advance Under Ref. \_\_\_\_\_  
for an amount of: \_\_\_\_\_  
Credit proceeds to our \_\_\_\_\_ account with you  
Remit by  , \_\_\_\_\_ in favour of \_\_\_\_\_  
to account no: \_\_\_\_\_ Bank Name \_\_\_\_\_  
Swift code \_\_\_\_\_ Bank Address and other details \_\_\_\_\_  
Others (please specify): \_\_\_\_\_

All bank charges and interest (if applicable) to be debited from Account No.

This application and any attachments are subject to the Terms and Conditions set out overleaf.

For Bank Use Only

Signature(s) verified by

Authorised Signature(s) and Company Chop

## Terms and Conditions for APPLICATION FOR PROCESSING EXPORT TRANSACTIONS

1. This application is subject to the latest Uniform Customs and Practice for Documentary Credits (“**UCP**”) (for DC transactions) or Uniform Rules for Collections (“**URC**”) (for D/A and D/P transactions) of the International Chamber of Commerce to which the relevant transactions are subject. This application is also subject to the Master Agreement for Bills Transactions and Trade Finance, General commercial agreement and / or the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) previously signed and delivered to the Bank by the applicant of this application (the “**Applicant**”). In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. Unless otherwise agreed by the Bank in writing, any payment, negotiation, prepayment, purchase and/or advance (“**Financing**”) provided by the Bank under the DC or the D/A or D/P transaction is with full recourse against the Applicant notwithstanding the UCP or other applicable rules may provide otherwise. The Applicant further acknowledges and agrees that it will repay the Bank on demand for any Financing obtained from the Bank together with interest without raising any defence or objection. The Applicant also undertakes to repay any Financing plus interest under the DC without further demand if the Bank, due to whatever reason, does not receive full and punctual payment(s) under the DC including, but not limited to, the occurrence of any of the following situations:
  - a. the issuing, confirming or nominated bank holds the view that the Documents are non-complying irrespective of the fact that the Bank may consider otherwise; or
  - b. the issuing, confirming or nominated bank fails to honour their payment obligations under the DC or reimburse the Bank on time due to insolvency, foreign exchange control, any court order, fraud or allegation of fraud, commercial dispute, violation of any Sanctions (as defined below) or any other reasons.
3. Without prejudice to the Bank’s rights to act as a Nominated Bank (as defined under the UCP) under the DC including to provide Financing under the DC, the Applicant hereby assigns absolutely to the Bank, by way of outright assignment, all the present and future rights, title, interests and benefits of the Applicant in and to the DC, the Documents and the receivables and proceeds payable to the Applicant under or in connection with the DC and/or the D/P or D/A transaction and the Documents, and the Applicant shall execute such document(s) and do such act(s) as the Bank may require to perfect such assignment.
4. All monies payable to the Bank shall be regarded as paid only when actually received by the Bank in Hong Kong. If the amount (if any) actually received by the Bank under the DC or the D/A or D/P transaction is insufficient for discharge of Financing plus any applicable interest, discount and charges in full, the Applicant shall immediately pay to the Bank any shortfall amount. Without prejudice to the generality of the foregoing, where the amount received under the DC or the D/A or D/P transaction is in the currency other than the currency of Financing, the Bank may convert the amount received into the currency of Financing at the spot rate of exchange determined by the Bank at the time of conversion, and the Applicant shall indemnify the Bank against any shortfall if the converted amount is less than the Financing plus any applicable interest, discount and charges.
5. The Bank may at any time and at all times and without prior notice to the Applicant set-off, transfer or apply any sum or sums standing to the credit or any one or more of the Applicant’s accounts with the bank or any other sum or sums which now or at any time hereafter may be or become owing by the Bank to the Applicant in or towards satisfaction of all or any of the Applicant’s liabilities to the Bank.
6. The Applicant shall indemnify the Bank and the Bank’s delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank’s delegate(s) may suffer or incur under or in connection with the provision of any financing or services (including but not limited to any Financing) to the Applicant.
7. The Applicant shall pay all the fees and charges in connection with the transaction contemplated in this application. The Bank is hereby authorised to deduct or debit all fees, charges and any amount owed by the Applicant to the Bank from the proceeds received under the DC, D/A or D/P transaction, the Financing proceeds and/or any of the Applicant’s account(s) maintained with the Bank.
8. The Bank is irrevocably authorised (but is not obliged) to (i) utilise the presented documents under the Back-to-Back DC for drawing of the DC; (ii) negotiate the Documents, prepay a deferred payment undertaking incurred by the Bank, purchase a draft accepted by the Bank under the DC or make any advance to the Applicant against the documents presented under the DC; and (iii) directly apply the Financing proceeds of the DC to settle the corresponding drawing(s) under the Back-to-Back DC without first crediting such proceeds to the Applicant’s account with the Bank, irrespective of discrepancies that may appear on the documents presented under the Back-to-Back DC (all of which, if any, are hereby waived).
9. The Bank shall have (i) a pledge and lien over the Documents and (ii) a pledge over the goods represented by the Documents insofar as such goods are in or come into the Bank’s actual or constructive possession but the risk of the goods shall be with the Applicant at all times.
10. The Applicant represents to the Bank that (i) the original of each DC or Draft and all amendment(s) to it, if any, have been sent to the Bank; (ii) the Applicant has good and marketable title to all the presented documents and all rights to the proceeds under the DC, D/A or D/P transaction free and clear of any security interest prior to the Bank’s Financing; (iii) the Applicant has not drawn or received any amount under the DC, D/A or D/P transaction; and (iv) the Applicant is not aware of any situation under which payment under the DC, D/A or D/P transaction might be prohibited from effecting, whether arising from statute, judgment, order, allegation of fraud, misrepresentation, falsification of document, misconduct or any other reasons.

11. The Applicant irrevocably warrants and undertakes to the Bank that it shall (i) deliver to the Bank every amendment to each DC or Draft promptly upon receipt of the same; and (ii) if it receives any amount payable under the DC, D/A or D/P transaction which relates to any amount the Bank has already paid it, remit it to the Bank promptly and in the meantime hold it on trust for the Bank absolutely.
12. The Applicant irrevocably warrants and undertakes to the Bank not to (i) accept or reject any amendment to any DC or Draft without the Bank's prior written consent or (ii) create or agree to create any security interest over any DC or Draft and/or any interest in the proceeds under the DC, D/A or D/P transaction except in favour of the Bank.
13. Any action taken or omitted by the Bank or by any of its correspondents or agents in good faith under or in connection with the DC shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant. The Applicant authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.
14. The Bank shall not be responsible for any delay, mistake or omission that may happen in the transmission of instructions by mail or teletransmission, or for the loss or delay in the forwarding of the Documents, or for the validity, regularity or genuineness of the Documents if apparently in order or for the description, quality, quantity or value of the property represented by the Documents.
15. If the Bank provides Financing under the DC, D/A, D/P, (i) the Applicant shall ensure that all monies payable under or in connection with such DC, D/A or D/P transaction are paid to the Bank for the discharge of the Applicant's obligations and liabilities owed to the Bank and the Bank shall have the right to collect such monies and to apply them for the discharge of the Applicant's obligations and liabilities; (ii) such rights of the Bank shall not prejudice the Bank's rights acquired through the Financing (whether pursuant to the UCP or general law); and (iii) the Applicant shall co-operate fully with the Bank and render to the Bank all assistance it requires in the collection and enforcement of any payments under or in connection with the DC, D/A or D/P transaction, whether by legal proceedings or otherwise.
16. Each of the persons signing this application (both in his/her own personal capacity and as an authorised representative of the Applicant) warrants and represents to the Bank that the underlying transaction is a genuine trade transaction and all documents presented or to be presented for Financing or collection purpose relate to sale of goods and/or service as described in those documents and the Applicant has duly shipped or delivered the goods (or has performed the service) to the buyer and acknowledges that the Bank will rely on such warranty and representation when assessing this application. Each signatory fully acknowledges that presentation of forged or fraudulent documents or making any misrepresentation can be a criminal offence.
17. The Applicant acknowledges and agrees that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, Switzerland, the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the People's Republic of China and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any person in connection with the Bank's refusal to process any such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.
18. This application shall be a request by the Applicant to the Bank to provide such services (including but not limited to Financing). No commitment by the Bank to provide such services shall arise until and unless this application by the Applicant is accepted by the Bank either expressly or by the Bank's provision of such services to the Applicant pursuant to this application.
19. This application shall be governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

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