



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

APPLICATION FOR ISSUANCE OF IRREVOCABLE DOCUMENTARY CREDIT

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

Date

We hereby request you to issue an irrevocable documentary credit (“DC”) on the following terms and conditions:

DC No.:	Applicant’s Ref. No.:
Applicant (the “Applicant”) Name: Address:	DC to be issued by: Full Teletransmission (recommended) Collection at Counter Courier
Applicant’s Contact Person Name: Tel: Email:	DC Expiry Date: Expiry Place: Beneficiary’s Country Issuing Bank’s Counter Nominated Bank’s Counter
Beneficiary: Name: Address: Tel: Email:	Advising Bank (if applicable): (if not specified, the Bank may nominate its branch or correspondent bank)
Port of Loading / Airport of Departure:	DC Currency & Amount (in words and figures): In figures: ▾ In words:
Port of Discharge / Airport of Destination:	Variance of +/- % in DC amount is allowed. Variance of +/- % in quantity of goods is allowed.
Place of Taking in Charge / Dispatch from / Place of Receipt:	DC available with: Issuing Bank Any Bank Others
Place of Final Destination / For Transportation To / Place of Delivery:	By: Negotiation Acceptance Sight Payment Deferred Payment
Partial Shipment / Deliveries: Allowed Not Allowed	At: Sight days after Others
Transshipment: Allowed Not Allowed	Drafts drawn on: (not applicable to sight or deferred payment DC) Issuing Bank a bank nominated by the Issuing Bank.
	Trade Terms: FOB CFR CIF FCA CPT CIP Local Delivery Others (please specify):
	Location:

Latest Shipment Date:	Insurance (FOB/FCA/CFR/CPT): To be covered by ultimate buyer As per Open Policy No. Cover Note to be submitted Please cover insurance on our behalf and debit our account for the insurance premium
Goods (Brief Description):	
Documents to be presented within days after the date of shipment or the date of the transport document(s) but within the validity of this DC.	

Documents Required (at least in duplicate unless otherwise specified):

Signed commercial invoice(s) in original(s) plus copy(ies) certifying merchandise to be of origin.

Full set of clean "Shipped On Board" marine Bills of Lading ("B/L") made out to the order of Habib Bank Zurich (Hong Kong) Limited /
to order of shipper and blank endorsed / marked "freight collect /
prepaid" and notifying Applicant / B/L issued prior to the DC issuing date
and/or by a third-party consignor is not acceptable. not acceptable.

Full set of clean Multimodal Transport Documents made out to the order of Habib Bank Zurich (Hong Kong) Limited marked "freight collect /
prepaid" and notifying Applicant / . Any transport document issued prior
to the DC issuing date is not acceptable.

Original Air Waybill consigned to Habib Bank Zurich (Hong Kong) Limited / Applicant /
marked "freight collect / prepaid", bearing flight number, actual flight date and this DC number notifying Applicant /
. House air waybill is not acceptable.

Cargo Receipt issued and signed by authorised person(s) of the Applicant (whose signature(s) must conform with the specimen held in the Issuing Bank), certifying that the Applicant has received the goods in good order and condition and is holding the goods as bailee of Habib Bank Zurich (Hong Kong) Limited. The Cargo Receipt must also show invoice value, description and quantity of the goods received, this DC number and date of receipt of goods (the date of receipt of the goods shown on Cargo Receipt is treated as the shipment date).

Insurance Policy or Certificate in duplicate for minimum 110% CIF or CIP invoice value, blank endorsed and with claims payable in Hong Kong in currency of this DC irrespective of percentage covering: Institute Cargo clauses (A / Air) Institute War clauses
Institute Strikes clauses Institute Theft Pilferage and Non-Delivery clauses and others:

Certificate of Inspection in original(s) plus copy(ies) issued by .

Packing List in original(s) plus copy(ies)

Certificate of Origin in original(s) plus copy(ies)

Beneficiary's certified copy of fax advice despatched to Applicant within days after / at least days before shipment
advising details of shipment and this DC number. Fax transmission report to accompany this fax advice.

Others documents and/or conditions (please specify):

Additional documents and other conditions required are to be continued on the attached sheet(s) which shall form an integral part of this application.

Confirmation Instruction: Required (charges are for account of Beneficiary Applicant)

Back-to-Back DC: This is a Back-to-Back DC against the support of a Master DC No. (the "Master DC") issued by
for , the original of which is attached being held by you under your ref..no.

Please debit DC issuing commission, margin deposit and other charges from our account no. .

Special Instructions/Bank to Bank information:	Charges	To be paid by	
		Applicant	Beneficiary
	DC issuing charges		
	Discrepancy handling fee		
	Charges of other banks		
	Commission on acceptance or deferred payment		
	HKD Bill Comm./Comm. in lieu of exchange		
	DC overdrawn commission		
	Expired DC commission		
	Discount Interest (for usance DC only)		
	Others:		
Special Instructions/Bank to Bank information:			
This DC is transferable.			
All documents must be in English and dated.			
Should the shipment be effected by sea and destined to Hong Kong, transport document(s) must show this DC number and the name, address and telephone no. of delivery agent in Hong Kong.			
We Undertake to retire the bill under this DC as follows			
By Trust receipt _____ days.			
By Export bill under D/P, D/A _____ days drawn on			

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

Authorised Signature(s) and Company Chop
Please use supplemental sheet(s) provided if insufficient.
Total no. of supplemental sheet:

For Bank Use Only
Signature(s) verified by

Terms and Conditions for APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

1. This application and the DC to be issued are subject to the latest Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, 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. In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. The Applicant shall on demand pay and reimburse the Bank any sum in connection with the DC and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, drawings and/or reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the DC, all irrespective of any alleged discrepancies in the presented documents, any fraud or illegality that may be alleged at any time or discovered subsequent to such payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank.
3. The Applicant shall upon the Bank's demand pay to the Bank the fees, charges and commissions charged by the Bank (including those charges for the account of the beneficiary of the DC but unpaid due to any reason).
4. The Applicant acknowledges and agrees that upon issuance of the DC, the Bank may, in its sole and absolute discretion, earmark both the DC issuance and trust receipt credit facilities extended by the Bank.
5. All documents presented under the DC and the relevant goods will be automatically pledged and/or charged to the Bank as security for the Applicant's liabilities and obligations owing to the Bank but the risk of the goods shall be with the Applicant at all times.
6. All the terms and conditions of the DC must be identical to that of the Master DC, if any, except as otherwise agreed by the Bank. Where the Master DC is not advised by the Bank, the Applicant agrees to promptly notify the Bank upon becoming aware of any amendment proposed to be made to the Master DC and will not agree to any amendment to the Master DC without the Bank's prior written consent.
7. The Applicant undertakes to present all export documents under the Master DC to the Bank for issuing bank's payment or the Bank's negotiation, purchase or prepayment under the DC.
8. The Applicant agrees that the Bank may, at its sole discretion and without reference to or consent from the Applicant (i) amend the terms and conditions of the DC stated in this application; (ii) insert additional terms and conditions into the DC as the Bank thinks appropriate; and/or (iii) subject to the beneficiary's consent, cancel the whole or any unused balance of the DC.
9. If so required by the Bank, the Applicant shall pay cash margin or provide collateral to the Bank in an amount or value sufficient to cover any payment that is or may be required to be made by the Bank under the DC and any other actual or contingent obligations and liabilities of the Applicant owed to the Bank.
10. Any cash margin paid to the Bank ("**Cash Margin**") will be deemed to be charged to the Bank. The Bank has 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 the obligations and liabilities owed by the Applicant to the Bank. The Bank may convert any of them at the prevailing exchange rate as may be absolutely determined by the Bank.
11. The Bank is irrevocably authorised (but is not obliged) to (i) utilise documents presented under the DC for the drawing of the Master DC; (ii) negotiate the presented documents, prepay the deferred payment undertaking incurred by the Bank, purchase the draft accepted by the Bank under the Master DC or make any advance(s) against the documents presented ("**Financing**"); and (iii) directly apply the Financing proceeds of the Master DC to settle the corresponding drawing(s) under the DC without first crediting such proceeds to the Applicant's account with the Bank, irrespective of any discrepancies that may appear on the documents presented under the DC (all of which, if any, are hereby waived).
12. The Applicant undertakes to examine the customer copy of the DC issued by the Bank and irrevocably agrees that, in case of any conflict or inconsistency between any term of the DC and this application, the Applicant's failure to give a notice of objection about any such conflict or inconsistency within five (5) calendar days after the customer copy of the DC is sent to the Applicant shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the DC. For the avoidance of doubt, unless there is any conflict or inconsistency between any term of the DC and this application, under no circumstances shall the Applicant be entitled to give any notice of objection about the contents of the DC issued by the Bank.
13. If the Applicant instructs the Bank to permit T/T reimbursement, the Bank is irrevocably authorised to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents under the DC. The Applicant shall bear all the relevant risks (including, without limitation, non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment including but not limited to interest and charges of the Bank and any such charges paid by the Bank under the DC.

14. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the DC; (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the DC relates; and (iii) obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues.
15. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion and without consent from the Applicant, restrict, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the DC.
16. The Applicant must ensure that any goods under the DC are permitted to be imported in the relevant country. The Applicant agrees to provide the original of the import licence to the Bank upon request.
17. 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 conducted by the Applicant as a principal and acknowledges that the Bank will rely on such warranty and representation when assessing this application. Each signatory fully acknowledges that making any misrepresentation can be a criminal offence.
18. The Applicant agrees and acknowledges that the Bank is fully entitled to reject any discrepant documents presented under the DC notwithstanding that the Applicant may have waived such discrepancy.
19. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the other parties.
20. Where the DC calls for the insurance to be effected by the buyers, the Applicant shall keep the property covered by insurance for at least 110% of the invoice value and assign the insurance policy or certificate to the Bank upon its request, failing which the Bank is at liberty to insure for the Applicant's account until such time as the Bank deems necessary.
21. 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 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.
22. The Applicant further undertakes that it 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 this application and the DC.
23. 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.
24. 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.

SUPPLEMENTAL SHEET

Goods (Brief Description):

[Empty area for Goods (Brief Description)]

Documents Required:

[Empty area for Documents Required]

Others (please specify):

[Empty area for Others (please specify)]

This supplemental sheet shall form an integral part of this application.

Signature(s) verified by

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Authorised Signature(s) and Company Chop

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