



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

## PLEDGE AND TRUST RECEIPT

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

Date

Applicant (the "Applicant")		Contact Person:	
Full Name:		Name:	
Address:		Tel:	
		Email:	
		Credit / Bill Currency & Amount:	
Documentary Credit/Bill No.:		Marks and Numbers:	
Bill of Lading No. / Air Waybill No.:			
Description and Quantity of Goods:			
Vessel Name		ETA	
Number of Packages		Loan Period:                      days	
T/R Loan Amount:			

In consideration of the Bank releasing to the Applicant any bill(s) of lading, waybill(s), cargo receipt(s), godown warrant(s), warehouse receipt(s), delivery order(s), forwarder receipt(s) or other documents (the "**Document(s)**") relating to the goods specified above (the "**Goods**"), receipt of which is hereby acknowledged, and the Bank's granting or continuing to make available credit or banking facilities or other financial accommodation or services, the Applicant hereby undertakes and agrees with the Bank as follows:

1. the Bank has a pledge on the Document(s) and the Goods which are now or may in the future be in actual or constructive possession (by way of attornment, delivery of title documents or otherwise) of the Bank;
2. the Document(s) and the Goods have been and will continue to be pledged to the Bank as a continuing security of the Applicant's obligations and liabilities to the Bank but the risk of the Goods shall be with the Applicant at all times;
3. the Applicant acknowledges and declares that it is holding and shall hold the Document(s), the Goods, their sale proceeds and insurance monies for and on behalf of the Bank;
4. the Document(s) are or will be released to the Applicant exclusively for the purpose of taking delivery of and selling the Goods for the Bank to buyer(s) at market value on normal trade terms. If so required by the Bank, the Applicant shall obtain the Bank's prior consent on the sale price and trade terms of such sale and forthwith forward to the Bank copies of the Applicant's sales invoices for the Goods showing the name of the buyer(s) and the total sale price in each case;
5. the Applicant shall pay the sales proceeds of the Goods to the Bank immediately upon receipt without any set-off or deduction. The Bank is entitled to demand and receive the sales proceeds of the Goods directly from the buyer(s) or any person(s) and give valid receipt(s) for the same without reference to the Applicant;
6. the Applicant will hold the Document(s), the Goods, their sale proceeds and insurance monies in trust for the Bank, in the Bank's name and solely to the Bank's order and the Bank may at any time and at the Bank's discretion take possession of the Goods and/or the Document(s) and/or the sale proceeds;

7. the Bank shall have no responsibility whatsoever for the correctness, validity or sufficiency of the Document(s) or the existence, character, quality, quantity, condition, packing, value or delivery of the Goods;
8. any import loan against trust receipt covering the Goods ("**T/R Loan**") granted to the Applicant is payable on demand or on the applicable due date, whichever is earlier, together with accrued interest. The T/R Loan interest shall accrue from the drawdown date to the date of actual payment in full at such interest rate as determined by the Bank at its absolute discretion (or previously agreed by the Bank);
9. to secure the discharge of the Applicant's obligations to the Bank under this Trust Receipt, the Bank is irrevocably authorised to debit the Applicant's account(s) with the Bank and the Bank shall have a lien over all the Applicant's properties in the Bank's possession, with power to sell or dispose of such properties at any time for satisfaction of our obligations. The Bank is entitled to demand and receive the sale proceeds of the Goods from buyer(s) or any person(s) and give valid receipt for the same without reference to the Applicant. The Bank's receipt of any sale proceeds shall not in any way impair or lessen the Bank's rights to receive payment in full of all sale proceeds of the Goods with interest and charges and/or the Applicant's obligation to pay the Bank;
10. the Applicant shall upon the Bank's request forthwith return the Document(s) and/or Goods to the Bank and comply promptly and fully with any instructions which the Bank may give as to the manner of dealing with the Document(s) and Goods or any of them;
11. the Applicant shall keep the Bank informed of the whereabouts of the Document(s) and/or Goods and of any change in the condition, market price, quality or quantity of the Goods. The Bank is authorised to enter into any premises so as to inspect or secure possession of the Goods, to remove and dispose of the Goods by sale or otherwise to deal with the Goods as the Bank may consider appropriate;
12. the Applicant shall keep this transaction, the Document(s), the Goods and all relevant sale proceeds separate from any other transaction, document(s), goods or proceeds and shall not permit the Goods to be encumbered or to be processed or altered without the Bank's prior consent;
13. the Applicant shall keep the Goods fully insured against all insurable risks and shall hold the policies and any insurance proceeds in trust for the Bank. In the event of loss or damage, the Applicant shall notify the Bank in writing immediately and shall at the Bank's own expenses take all necessary action to claim under the insurance. The Applicant shall account to the Bank immediately for any monies received from the insurers and shall make good any deficiency;
14. the Applicant shall pay all freights, warehouse, dock, transit and other charges, rent and all other costs of and in connection with the Document(s) and/or Goods;
15. 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 this Trust Receipt, the release of Document(s) to the Applicant or otherwise in relation to the Goods;
16. the Applicant represents and declares that, unless otherwise agreed by the Bank, the Applicant's application for the release of the Document(s) and the T/R Loan (if any) pursuant to this Trust Receipt is solely for the Applicant's own business purposes and the Applicant is the contractual party for itself in the underlying transaction(s) relating to the same. The Applicant undertakes that (i) the Applicant shall not permit or allow any other party to utilise such T/R Loan or services made available by the Bank to the Applicant, whether directly or indirectly, or the proceeds thereof and (ii) anything to be done by the Bank under the abovementioned T/R Loan or services shall not be done for the benefit of any other party, in each case unless otherwise agreed by the Bank;
17. the Applicant acknowledges and agrees that the above information duly completed by the Applicant and/or any of the Bank's staff shall be, in the absence of manifest error, conclusive evidence of the Applicant's acknowledged receipt of the Document(s) and booking of the T/R Loan;
18. this Trust Receipt is subject in all respects to the Master Agreement for Bills Transactions and Trade Finance and the General commercial agreement and / or the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and/or any other agreement previously signed and delivered to the Bank by the Applicant. In case of conflict, terms of this Trust Receipt shall prevail to the extent of such conflict;
19. if the Applicant is a firm of more than one member, the obligations under this Trust Receipt shall bind each present and future member jointly and severally;
20. 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; and
21. this Trust Receipt 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.

**Each of the persons signing this Trust Receipt (both in his/her own personal capacity and as an authorised representative of the Applicant) warrants, represents and acknowledges that:**

- i. this application is for the financing of a genuine arm's-length trade transaction, i.e. for the Applicant's purchase of the Goods;
- ii. the supplier of the Goods (the "**Supplier**") and the Applicant are not connected parties by means of common shareholding, directors and/or ultimate owners, management control or any other ways (each a "**Connected Party**");
- iii. the Applicant is not acting as an agent or conduit of the Supplier in respect of the underlying trade transaction (i.e. the Applicant is not purchasing the Goods for and on behalf of the Supplier or a Connected Party of the Supplier) and none of the Goods will be sold back to the Supplier or any Connected Party of the Supplier;
- iv. the Goods and the Document(s) are free from any security interest or encumbrance;
- v. no other financing has been or will be obtained in connection with the Goods, the Document(s), any receivables derived from the sale of the Goods and/or insurance proceeds (the "**Assets**");
- vi. the Applicant has not and will not pledge, charge, assign or create any encumbrance or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect over the Assets (except in favour of the Bank); and
- vii. all representations and warranties stated herein are correct, complete and accurate and that there is no further relevant material information of which the Bank should be made aware; and
- viii. the Bank will rely on the above warranties and representations when approving this application.

Authorised Signature(s) and Company Chop

Print

Reset



Habib Bank Zurich (Hong Kong) Limited, a Restricted Licence Bank  
1701-05, Wing On House, 71, Des Voeux Road, Central, Hong Kong.

HBZHK 022 01.10.2021