



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

## APPLICATION FOR ISSUANCE OF STANDBY LETTER OF CREDIT / BANK GUARANTEE

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

Date

We hereby request you to issue an irrevocable standby letter of credit ("SBLC") bank guarantee ("**Guarantee**") on the following terms and conditions:

SBLC / Guarantee No.:		Applicant's Ref. No.:	
Applicant (the " <b>Applicant</b> ")		SBLC/Guarantee to be issued by:	
Name:		Full Teletransmission	Collection at Counter
Address:		Courier	
		SBLC/Guarantee Expiry Date:	SBLC/Guarantee Expiry Place:
			Beneficiary's country
			Issuing Bank's counter
Contact Person:		SBLC/Guarantee Amount & Currency	
Name:		In figures: ▾	
Tel:		In words:	
Email:			
Beneficiary:		Type of Guarantee:	
Name:		Performance Bond	Payment Guarantee
Address:		Advance Payment Guarantee	Others (please specify):
		Bid Bond	
Tel:		Advising Bank (if applicable):	
Email:			
SBLC available by:		(if not specified, the Bank may nominate its branch or correspondent bank located in the Beneficiary's country/region to be the advising bank)	
Sight Payment with the Bank		Deferred Payment with the Bank	
Partial Drawing is Allowed			
Goods / Services (Brief Description) (if applicable):		Purpose:	

**Documents Required:**

Demand in writing

Sight draft

Copy of unpaid invoice

Beneficiary's signed statement certifying:

Others (please specify):

**Additional Conditions:**

All documents are to be forwarded to the Bank through the Beneficiary's banker by courier in one cover.

Please issue the SBLC or Guarantee substantially in the form attached (subject to any amendment the Bank thinks appropriate).

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

Others (please specify):

**Governing Rules:**

For Guarantees: The laws of Hong Kong

URDG 758 or any subsequent modification or replacement

For SBLCs: UCP 600 or any subsequent modification or replacement

ISP98 or any subsequent modification or replacement

**Governing law and jurisdiction:**

The laws of Hong Kong and exclusive jurisdiction of Hong Kong courts.

**Charges:**

All bank charges outside issuing bank's counter are for account of the Applicant the Beneficiary.

Please debit our Account No. for any charges.

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 ISSUANCE OF STANDBY LETTER OF CREDIT / BANK GUARANTEE**

1. This application and the SBLC or Guarantee to be issued are 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. In case of conflict, terms of this application shall prevail to the extent of such conflict.
2. 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 SBLC or Guarantee stated in this application; (ii) insert additional terms and conditions into the SBLC or Guarantee as the Bank thinks appropriate; and/or (iii) subject to the beneficiary's consent, cancel the whole or any unused balance of the SBLC or Guarantee.
3. 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 SBLC or Guarantee. The Applicant shall bear all the relevant risks (including, without limitation, non-receipt and non-compliance risks of the presented document(s)) and shall reimburse and indemnify the Bank for any payment made under the SBLC or Guarantee.
4. 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 SBLC or Guarantee; (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the SBLC or Guarantee 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.
5. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the SBLC or Guarantee.
6. 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 SBLC or Guarantee and any other actual or contingent obligations and liabilities owing by the Applicant to the Bank.
7. Any cash margin paid to the Bank pursuant to or in connection with this application ("**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 at its discretion for the purpose of the set-off, application and/or transfer.
8. 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 SBLC or Guarantee 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.
9. The Applicant undertakes to examine the customer copy of the SBLC or Guarantee issued by the Bank and irrevocably agrees that, in case of any conflict or inconsistency between any term of the SBLC or Guarantee 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 SBLC, Guarantee or subsequent amendment(s) 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 SBLC or Guarantee. For the avoidance of doubt, unless there is any conflict or inconsistency between any term of the SBLC or Guarantee and this application, under no circumstances shall the Applicant be entitled to give any notice of objection in respect of the contents of the SBLC or Guarantee issued by the Bank.
10. The Applicant shall on demand pay and reimburse the Bank any sum in connection with the SBLC or Guarantee 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 SBLC or Guarantee, 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.
11. 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 SBLC or Guarantee but unpaid for any reason).
12. The Bank has no duty to verify the contents of any demand or statement contained in any document presented to the Bank under the SBLC or Guarantee and may accept the relevant beneficiary's claim as conclusive evidence of the facts stated.

13. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the SBLC or Guarantee notwithstanding that the Applicant may have waived such discrepancy.
14. 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 SBLC or Guarantee.
15. The Applicant shall upon the Bank's demand provide further security in form and value as the Bank deems sufficient to secure any of the Applicant's liabilities and obligations owing to the Bank.
16. 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.
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 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.

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 017 01.10.2021