

Application for Import Invoice Financing Loan

**To: OCBC Wing Hang Bank Limited
Hong Kong**

Date: _____

We (Name of Applicant: _____) hereby enclose the original or copy(ies) of the invoice(s) in respect of the goods (the "Goods") shipped / delivered to us and request you to grant to us an import invoice financing loan in the aggregate sum of _____ for the payment of the Goods.

We represent and warrant that this financing is requested for the genuine trade of our company and that no other financing has been or will be obtained from any other financial institutions or parties in connection with the above-mentioned invoice(s), the title documents of the Goods, the Goods, the sale proceeds and/or insurance proceeds in relation to the Goods.

Advance Payment: (Shipment / Delivery from _____ to _____)
Relevant copy of B/Lading Air Waybill Cargo Receipt Others: _____
will be submitted to you on/before _____.

We irrevocably authorize and instruct you to effect payment of the above mentioned funds in favour of the supplier by: (Please ✓ as appropriate)

Telegraphic Transfer CHATS Cashier Order Demand Draft
 Others:

PAYMENT DETAILS:

Name of Supplier: _____

Supplier's bank (SWIFT address _____):

Supplier's A/C No.: _____

Invoice No.: _____

SETTLEMENT INSTRUCTIONS:

Please debit all charges relating to this financing to our A/C No. _____
 Please deduct the charges from proceeds of payment (for Supplier's account)
 Others:

REMARKS:

If there are any queries, please contact Mr./Ms. _____ by Tel. _____

Please send us a copy of Payment Advice by Fax No. _____

FOR BANK USE ONLY			
Bill Ref.		LSC	
Checked By		S.V.	

Company Chop and Authorized Signature(s)

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF

CONDITIONS

1. This application is subject to any other agreement previously signed and delivered to OCBC Wing Hang Bank, Limited, Hong Kong (the "**Bank** ") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Applicant represents and warrants to the Bank that the data content relating to the underlying shipment/delivery as described on the enclosed original or copy(ies) of invoice(s) is/are true and correct.
3. The goods purchased by the Applicant under the enclosed original or copy(ies) of invoice(s) (the "**Goods**"), the title documents of the Goods, the insurance proceeds and the sale proceeds in relation to the Goods are held by the Applicant in trust for the Bank and solely to the order of the Bank. The Bank may at any time take possession of the Goods and/or the title documents of the Goods, if the Applicant fails to duly repay the loan (the "**Loan**") granted by the Bank. The Bank is entitled to demand and receive the sale proceeds and/or the insurance proceeds from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to the Applicant.
4. The Applicant shall keep the Bank informed of the whereabouts of the Goods, the title documents of the Goods and of any change in the condition, market price, quality or quantity of the Goods. Until the Applicant's liabilities to the Bank under the Loan are fully discharged, the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds in relation to the Goods shall at all times be kept separated from other transactions and do not form part of the Applicant's property.
5. The Applicant undertakes to keep the Goods fully insured against all insurable risks and shall pay all freights, warehouse, dock, transit and other charges, rent and all other costs in connection with the Goods.
6. The Bank reserves the right to demand repayment of the Loan together with interest at any time and to impose penalty in case of overdue payment. The Bank is authorized to debit any of the Applicant's account(s) maintained with the Bank for all sums owing by the Applicant to the Bank.
7. Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.
8. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.