

APPLICATION FOR ADVANCES AGAINST IMPORT INVOICES

To : China Minsheng Banking Corp., Ltd. Hong Kong Branch (the “Bank”)

Date : _____

We (the “Applicant”) would like to apply for an import invoice financing loan of _____ (the “Loan”) upto _____ days for purchase of _____ subject to the conditions set out overleaf.

Attached herewith:

- the original or certified true copy of invoice(s) and/or other supporting documents as described below (the “Supporting Document(s)”) in relation to our purchase of the relevant goods and/or services (the “Goods”)

Description of Supporting Document(s)

- Summary / List of Invoices dated _____
- Others (please specify) _____

- the original or certified true copy of

- Bill of lading(s)
- Cargo receipt(s)
- Local warehouse receipt(s)
- Other shipping document: _____

- the duly signed trust receipt form(s) _____

for your further processing.

We confirm that the credit term extended by the supplier is _____ days and that the total financing tenor under the supplier’s credits and the Loan shall not exceed the maximum financing tenor made available by the Bank to us.

We undertake and confirm that the Loan will not be used by us to refinance the supplier’s credits previously extended or in respect of other shipments already made, or in any way to obtain credits for merchandise which are contracted for other than on an arm’s length basis.

We represent and warrant that this financing is requested for our genuine trade and undertake to furnish the Bank for inspection all relevant original documents in support thereof at the Bank’s request. We also undertake and confirm that the invoice(s) submitted to the Bank will not be used to obtain financing from any other bank or institution for whatsoever purposes.

PAYMENT DETAILS:

We irrevocably authorise and instruct the Bank to effect payment of the abovementioned funds directly to the supplier by:

- CHATS
- Cashier Order / Demand Draft
- Telegraphic Transfer
- Other : _____

Name of the supplier : _____

Supplier’s bank and branch’s address : _____

Supplier’s account no. : _____

Payment Details : To settle invoice no. _____ (messages under payment advices to supplier).

Remarks : _____

- Please debit all the Bank’s commission and charges to our account no. _____
- Please deduct the Bank’s commission and charges from proceeds of payment (for supplier’s account)
- Others : _____

Contact Person : _____ at _____

S.V.	AML checked	hotlist
------	-------------	---------

Authorised Signature(s) and Company Chop

CONDITIONS FOR ADVANCES AGAINST IMPORT INVOICES

1. Without prejudice to the right of the Bank to reject this application, the Bank may, as a condition precedent to the drawdown, require the Applicant to sign, execute and/or deliver any authorisations, instruments or documents in such form and of such content as the Bank may require.
2. The Applicant warrants and represents to the Bank that:-
 - (i) all invoices submitted to the Bank under this application are issued by the suppliers named therein and received by the Applicant in the ordinary course of business; and
 - (ii) the Applicant has duly received the Goods, their bills of lading or title documents and the Applicant is obliged to pay the supplier at least up to the extent of the Loan amount or the amount shown in the relevant invoice (and/or Supporting Document(s)).
3. The Bank shall not in any circumstances be liable to the Applicant for any losses or damages that the Applicant may suffer or sustain as a result of non-payment or late payment to the supplier of the Goods in respect of any invoice submitted under this application (or as the case may be, any invoice recorded or specified in the Supporting Document(s)), notwithstanding that such non-payment or late payment may be howsoever caused by the Bank in processing or rejecting this application or making payment to the supplier pursuant to this application. The Bank shall have no duty to inform the Applicant of the outcome of this application.
4. 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. The Applicant represents and warrants to the Bank that this financing is for its genuine trading transaction and there is no other financing obtained in connection with the invoice(s) (and/or all invoice(s) as recorded or specified in the Supporting Document(s)), the title documents of the Goods, the Goods, the sale proceeds and/or insurance proceeds in relation to the Goods.
5. 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 on 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 all amounts owing and/or payable in respect of the Loan granted by the Bank. The Bank is entitled to demand and receive the sale proceeds and/or the insurance proceeds in relation to the Goods from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to the Applicant.
6. 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 and 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.
7. The Applicant undertakes to keep the Goods fully insured against all insurable risks and shall pay all freight, warehouse, dock, transit and other charges, rent and all other costs in connection with the Goods.
8. The Bank reserves the right to demand repayment of all amounts owing and/or payable in respect of the Loan together with interest at any time and to impose late payment charges/ interest in case of overdue payment. The Bank is authorised to debit any of the Applicant's account(s) maintained with the Bank for all sums owing and/or payable by the Applicant to the Bank.
9. Each of the persons signing this application (in his own personal capacity and as authorised representative(s) of the Applicant) warrants and represents to the Bank that this application is made for the purpose of importing the Goods and for no other purpose and acknowledges that the Bank will rely on such warranty and representation when assessing this application.
10. The Bank may, at any time and at its absolute discretion without giving any reason therefor, by giving 3 calendar days' prior written notice to the Applicant, convert all or any outstanding indebtedness, liabilities and/or obligations (actual or contingent) owing and/or payable by the Applicant as a result of any drawdown under the Loan or this application into (i) Hong Kong dollars; or (ii) the currency stipulated in the Bank's credit facilities document in respect of the Loan. The conversion shall be made at the prevailing rate of exchange as the Bank may determine conclusively. The Bank may, after such conversion, adjust applicable interest rate in accordance with the market condition but in any event not less than the interest margin charged by the Bank before conversion.
11. This application and the granting of the Loan is subject to the General Agreement by Customer(s) and any other agreement(s) previously signed and delivered to the Bank by the Applicant, if any. In case of conflict, terms of this application shall prevail to the extent of conflict.
12. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts but this application may be enforced in the courts of any competent jurisdiction and that the taking of any suit, action or proceedings arising out of or in connection with this application in one or more jurisdictions shall not preclude the taking of such suit, action or proceedings in any other jurisdiction whether concurrently or not.