

**Bank Asia PLC**  
**Application for Pre-shipment Financing (Packing Credit)**

**Bills Ref No:**

For Bank Use \_\_\_\_\_

**Ref No.** \_\_\_\_\_

<b>Seller:</b>	<b>(the "Applicant")</b>	<b>Buyer:</b>
Customer ID: _____		Name and Address: _____
Name and Address: _____		_____
_____		_____
Country: _____		Country: _____
Tel: _____		Tel: _____
Contact Person: _____		Contact Person: _____
Applicant's Ref: _____		Is the LC Applicant a Related Party      Yes      No

**Supporting Documents: (Attached to this application form)**

For Pre-shipment Financing only:

 Original Export Letter of Credit (LC)

No. \_\_\_\_\_, Date: \_\_\_\_\_

 Pro-forma Invoice/Sales Contract/Purchase Order

No. \_\_\_\_\_, Date: \_\_\_\_\_

 Reference and Name of LC Issuing bank: \_\_\_\_\_**Financing Instructions:**

Financing Currency: \_\_\_\_\_, Amount: \_\_\_\_\_

**Disbursement Instruction:** Credit the Applicant's bank Account number: \_\_\_\_\_ Use the following foreign exchange contract between the Applicant and the Bank: \_\_\_\_\_ Please debit charges to the following account: \_\_\_\_\_

N.B: A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common control with, the Beneficiary, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a

trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. "Control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "Controlled" by the first person.

**Settlement Instructions:**

- Adjust PC from the export proceeds: \_\_\_\_\_
- Debit all amounts payable by the Applicant from the Applicant's account no: \_\_\_\_\_
- Use the following foreign exchange contract between the Applicant and the Bank: \_\_\_\_\_
- Please debit charges to the following account: \_\_\_\_\_

**Other Instructions:**

**Additional Instruction:**

- For Pre-shipment Financing: We agree to liquidate the outstanding loan with the post-shipment finance where applicable. In case there is no shipment or the proceeds are received directly, you have our authority to debit our account with you.

<p>n this Application Form, the "Bank" means Bank Asia PLC, with whom the Seller has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time. The Seller agrees to be bound by (a) the Standard Terms, General Trade Terms and the relevant Trade Service Supplements, (b) the Global Master Trade Terms or (c) such other terms as agreed between parties, as the same may be updated or amended from time to time.</p>	<p>S.V.</p> <p>Beneficiary's Signature(s) and Stamp</p> <p>Date:</p>
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**Bank Asia PLC**  
**Trade Service Supplement**  
**Pre-Shipment Financing**

This Trade Service Supplement supplements the General Trade Terms and applies to any negotiation, prepayment, purchasing or other financing We provide to or undertake for You where You are the exporter/seller under an underlying Trade Transaction.

1. We may negotiate, prepay, purchase or otherwise provide financing against or in relation to that underlying Trade Transaction and any related Trade Document. The terms of that negotiation, prepayment, purchase or other financing (including any requirements as to security) may be set out separately and agreed between You and Us.
2. Any negotiation, prepayment, purchasing or financing of any Trade Document relating to an LC will be subject to the version of the UCP stated in the LC. The presentation of any Trade Document for Collection will be subject to URC.
3. If We request, You must provide Us with a copy of any Trade Document relating to the underlying Trade Transaction.
4. If We provide financing to You on an open account basis, You must deliver to Us evidence (satisfactory to Us) of the underlying Trade Transaction.
5. You represent to Us that You have not obtained any other financing or granted any Security (other than to Us) in relation to the underlying Trade Transaction or any related Trade Document and that each invoice, purchase order or any other similar document or instrument which is presented to Us for financing represents a genuine sale and delivery of goods and/or services.
6. Unless We expressly agree otherwise (or We have confirmed an LC issued in Your favor and You have presented compliant documents to Us), any negotiation, prepayment, purchasing or financing We provide to You is with full recourse to You in all circumstances including where We have suffered any Losses arising from any event whereby We are prevented or prohibited in any way from converting an amount (in full or in part) from one currency into another fully convertible currency (as determined by Us). Without prejudice to the foregoing, where We have (i) confirmed an LC issued in Your favor or (ii) negotiated or discounted an LC on a without recourse basis; and We have agreed to provide any negotiation, prepayment, purchasing or financing in a currency (e.g. United States Dollars "USD") which differs from the currency in which the Letter of Credit is denominated (e.g. Chinese Yuan "CNY"), We shall have recourse to You for the principal amount (including interest) in the currency in which We have negotiated, prepaid, purchased or financed (e.g. USD) and for any loss arising from any event where We are prevented or prohibited in any way from converting any amount received (in full or in part), denominated in the currency in which the Letter of Credit was denominated (e.g. CNY), into another fully convertible currency (e.g. USD) (as determined by Us).
7. We may apply any amount received by Us on Your behalf or for Your account from any person against any amount You owe Us.
8. You must ensure that any amount which is due to You by any person (including any issuing or confirming bank) under or in relation to the underlying Trade Transaction is paid directly to Us and accordingly You must give an irrevocable payment instruction to such person. You will provide all assistance We require to allow Us to collect any such amount.
9. Where We undertake Collection on Your behalf in relation to the underlying Trade Transaction not under an LC, URC will apply (even where URC is not referred to in Your collection instruction). We are not obliged to check any documents. If We agree to check any documents, We will do so without any liability including if We fail to identify any discrepancy or irregularity of any kind. If payment is not received from the relevant drawee within 60 days after We receive the first document(s) from You, We are discharged from all further obligations under the Collection and We will attempt to recall the documents from the collecting bank and return them to You.
10. If We provide any pre-shipment financing to You, You will deliver to Us all the original documents required for presentation under the relevant LC or the underlying Trade Transaction (as the case may be) as soon as possible and, if We require, such documents will be delivered to Us for financing. You will ensure for the financing of any LC that it is restricted to Us or freely available.
11. We may pay any proceeds of any pre-shipment financing directly to Your supplier(s).
12. We may convert any pre-shipment financing to post-shipment financing when the relevant LC is issued and We receive the documents required to be presented under the LC.
13. If any amount which is due to be paid to Us under paragraph 8 above is not paid on time and in full, or any amount so received by Us has to be refunded, or any document delivered to Us is forged or contains information You know is incorrect, any financing that We have made available to You in relation to the underlying Trade Transaction will become immediately due and payable by You, and We may reverse any payment that We may have credited to Your account.