



Loan No.: _____

APPLICATION FOR EXPORT INVOICE FINANCING

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

We, _____ (the "Applicant"), refer to the facility letter and/or the service letter (as the case may be) (as amended or supplemented from time to time) (the "Letter") issued by the Bank to the Applicant in relation to the export invoice financing facility (the "Loan"). Subject to the terms of the Letter, the Applicant hereby:

1. applies for the drawdown of the Loan on the following terms:

i. Drawdown Amount: _____	ii. Drawdown Date: _____
iii. Loan Period: _____ days	iv. Currency of Loan: _____
iii. Maturity Date: _____	

2. encloses the following documents (each duly certified by the Applicant as a true copy of the original):

the invoice(s) for the goods delivered and/or services provided by the Applicant (the "Goods") with the following details:
the relevant bill(s) of lading / air waybill(s)
other documents (please specify): _____

Buyer (the "Buyer"): Name: _____	Address: _____
Invoice No.: _____	Invoice Date: _____
Invoice Currency & Amount: _____	Invoice Due Date: _____
Description & Quantity of the Goods: _____	
Incoterms: _____	Credit Term: _____
Shipment Date (if applicable): _____	Name of Vessel / Carrier / Vessel IMO No. (if applicable): _____
Port of Loading: _____	Port of Discharge: _____
Country of Origin: _____	

3. irrevocably authorises and instructs the Bank to credit the drawdown amount to the applicants account with the following instructions:

i. Account No.: _____	ii. Currency: _____
iii. (Please tick where appropriate)	
_____ for the full principal amount of the Loan.	
_____ for the principal amount of the Loan after deducting all the Bank's charges.	

4. irrevocably authorises the Bank to debit all the Bank's charges from the Applicant's account below:

(Note: Please complete this section if the first box in 3(iii) above is ticked)

i. Account No.: _____	ii. Currency: _____
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5. upon maturity of the Loan, authorises the Bank to settle the principal amount of the Loan plus accrued interest and charges (if any) by:

Debiting the Applicant's account

i. Account No.: _____	ii. Currency: _____
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Other instructions (please specify): _____

THIS APPLICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT OVERLEAF

TERMS AND CONDITIONS

1. This application and the Loan 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, the terms of this application shall prevail to the extent of such conflict.
2. The Applicant undertakes to repay the Bank on demand or on the maturity date of the Loan (whichever is earlier) for the Loan together with accrued interest (calculated from the date of the financing to the date of full repayment) at the interest rate stipulated in the latest Letter or any other agreement between the Bank and the Applicant (if any) or otherwise determined by the Bank.
3. The Applicant shall on demand pay all the fees and charges in connection with the Loan. The Bank is hereby irrevocably authorised to debit any of the Applicant's account(s) maintained with the Bank for repayment of the Loan, interest, fees and charges.
4. The Applicant agrees that the Bank is entitled to impose late payment interest in case of overdue payment and the Bank is authorised to debit any of the Applicant's account(s) maintained with the Bank for any sums owing by the Applicant to the Bank.
5. The Applicant further undertakes to provide the Bank with any document and/or information in connection with the Loan including but not limited to the underlying contract(s).
6. The Applicant assigns to the Bank all its rights, title, interests and benefits in and to all the Assets (as defined below) by way of an outright assignment. The Applicant undertakes to ensure due and punctual payment by the Buyer of the sales transaction and the receivables and/or insurance proceeds will be credited to the Applicant's account designated by the Bank, or, if so directed by the Bank, will be applied to repay the Loan and any other debts due and owing to the Bank. In any event, the Applicant acknowledges that the receivables and/or insurance proceeds will be dealt with by the Applicant in trust for the Bank until full repayment of the Loan, interest, costs and charges.
7. 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/or the Loan .
8. 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.
9. This application and the Loan 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 application (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 trade transaction, i.e. for the Applicant's sale of the Goods;
- ii. the enclosed invoice(s) (the "**Invoice**") were duly issued by the Applicant in relation to the above transaction and received by the Buyer in its ordinary course of business;
- iii. the Buyer 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**");
- iv. the Buyer is not acting as an agent or conduit of the Applicant in respect of the underlying trade transaction (i.e. the Buyer is not purchasing the Goods for and on behalf of the Applicant or a Connected Party of the Applicant) and none of the Goods will be sold back to the Applicant or any Connected Party of the Applicant;
- v. no other financing has been or will be obtained from any other financial institution in connection with the Invoice, the title documents relating to the Goods, the Goods, the relevant receivables and/or the 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);
- 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

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