

**APPLICATION FOR PROCESSING EXPORT DOCUMENTS
UNDER DOCUMENTARY CREDIT COLLECTION - D/P OR D/A**



To: Mizuho Bank, Ltd.

(Incorporated in Japan with Limited Liability)

Hong Kong Branch ("Bank")

Date: _____

We present the following documents ("Documents") for:

your negotiation by way of advancing funds to us under the DC

your negotiation by agreeing to advance funds to us under the DC:-

upon issuing bank's acceptance of the Documents upon the due date of the corresponding import documents _____

your prepayment or purchase of a draft accepted or a deferred payment undertaking incurred by you under the DC

issuing or nominated bank's payment under the DC without financing (**checking documents is required**)

your financing under D/P D/A

drawee's payment without financing under D/P D/A

Draft No./ Invoice No.	Tenor	Bill Currency & Amount																				
Drawer (for D/P and D/A only) / DC Beneficiary																						
Tel. No.		Contact Person:																				
Drawee (for D/P and D/A only) / DC Applicant																						
Drawn Under Documentary Credit No. ("DC")																						
Issued By _____																						
Available with _____ by _____																						
Documents Attached	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Drafts</td> <td>Inv.</td> <td>C. Inv.</td> <td>Insp. Ctf.</td> <td>Ctf. Origin</td> <td>Pkg. List</td> <td>W.&M. List</td> <td>Ins.</td> <td>B/L</td> <td>Other Documents</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Drafts	Inv.	C. Inv.	Insp. Ctf.	Ctf. Origin	Pkg. List	W.&M. List	Ins.	B/L	Other Documents											
Drafts	Inv.	C. Inv.	Insp. Ctf.	Ctf. Origin	Pkg. List	W.&M. List	Ins.	B/L	Other Documents													
Documents cover shipment of _____																						
For Back-to-Back DC (if applicable)																						
A back-to-back credit (No. _____) (the "Back-to-Back DC") has been issued by you against the support of the DC.																						

INSTRUCTIONS for D/P or D/A please follow as marked "X"				
	Forward documents for presentation to the Drawee through the Collecting Bank (name and address)			
	Deliver documents against PAYMENT.			
	Deliver documents against ACCEPTANCE.			
X	All communication between the Collecting Bank and the Bank by teletransmission.			
	Collect interest from Drawee at _____ % P. A. from the date of until the date of _____			
	Protest for Non-Acceptance / Non-Payment.			
	All charges outside Hong Kong are for Drawee's account.			
X	In case of dishonour, advise us by cable giving reasons.			
	In case of dishonour or event of goods arriving before payment of the bill, please store the goods in warehouse and arrange fire insurance under advice to Drawee and us.			
	Payment / Acceptance may be deferred until arrival of goods at destination.			
	In case of need, please refer to _____			
Other Instructions:				
For Bank Use Only <input type="checkbox"/> Cable Negotiation CL NO.: _____ <input type="checkbox"/> Sanction country / Terrorist checking Rate: _____ <input type="checkbox"/> Others: _____				
Ref. No.	Executed on	Approved	Checked	S.V.

DISPOSAL OF PROCEEDS	
	Credit our A/C No.: _____ with you.
	Make remittance as per attached application to _____
	Make repayment of import documents Your reference No.: _____ by the amount _____
	Apply your No.: _____ and credit equivalent to our A/C No.: _____ with you.
	Charges: Debit our A/C No.: _____ Deduct from proceeds.
Documents to be forwarded by: Registered Mail Courier	

This application is subject to the terms and conditions set out on the next page.

NOTE: (1) For presentation of documents to the issuing or nominated bank for payment without financing, unless instructed otherwise in this application, the Bank will assume that no checking of documents is required.
 (2) Please attach TWO COPIES of this application form, one of which will be returned as the receipt.

Authorized Signature(s) and Company Chop

TERMS AND CONDITIONS

1. This application is subject to the Uniform Customs and Practice for Documentary Credits (for DC transactions) or Uniform Rules for Collections (for D/A and D/P) of the International Chamber of Commerce as are in effect from time to time. This application is also subject to the General Customer Agreement as revised, amended and modified from time to time and any other agreement(s) previously signed and delivered by the applicant of this application (the "**Applicant**") to Mizuho Bank, Ltd. (the "**Bank**") or any one of The Dai-ichi Kangyo Bank, Ltd., The Fuji Bank, Ltd. and The Industrial Bank of Japan Ltd. before their consolidation and merger into the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. In respect of any purchase/prepayment/negotiation/collection of bills, drafts, invoices or other documents ("**Documents**"), the Applicant agrees that the Bank assumes no responsibility beyond the duty to exercise reasonable care.
3. Unless otherwise agreed by the Bank in writing, any negotiation, prepayment, purchase and/or advance ("**Financing**") provided by the Bank under the DC or the D/A or D/P transaction is with full recourse against the Applicant notwithstanding the UCP or other applicable rules which may provide otherwise. The Applicant further acknowledges and agrees that it will repay the Bank on demand for any Financing obtained from the Bank without raising any defence or objection. The Applicant also undertakes to repay any Financing under the DC without further demand if the Bank, due to whatever reasons, does not receive full and punctual payment(s) under the DC including, but not limited to, the occurrence of any of the following situations: -
 - (a) The issuing, confirming or nominated bank holds the view that the Documents are non-complying irrespective of the fact that the Bank may consider otherwise; or
 - (b) The issuing, confirming or nominated bank fails to honour their payment obligations under the DC or reimburse the Bank on time due to insolvency, foreign exchange control, any court order, fraud or allegation of fraud, commercial dispute or any other reasons.
4. The Applicant 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 the provision of any financing or services to the Applicant.
5. The Bank is irrevocably authorised (but is not obliged) to (i) utilize the presented documents under the Back-to-Back DC for drawing of the DC; (ii) negotiate the presented documents, prepay the deferred payment undertaking incurred by the Bank or purchase the draft accepted by the Bank under the DC; and (iii) directly apply the Financing proceeds of the DC to settle the corresponding drawing(s) under the Back-to-Back DC without first crediting such proceeds to the Applicant's account with the Bank, irrespective of discrepancies that may appear on the presented documents under the Back-to-Back DC (all of which, if any, are hereby waived).
6. The Applicant hereby authorizes the Bank to appoint or delegate any of its tasks under this application to any other person (including correspondent, agent or third party contractor) in connection with the banking services provided pursuant to this application. The Bank shall not be liable for any act, error, default, omission or negligence of the Bank or the said delegate or correspondent bank(s) for any loss or delay in connection with the presentation, transit, delivery, non-delivery or loss of the Documents or otherwise in connection with this application, unless caused by the Bank's wilful default, fraud or negligence.
7. Any action, process or other steps taken by the Bank or by any of the correspondent bank(s) in connection with any Financing or collection if taken in good faith and in conformity with applicable foreign or domestic laws, customs or regulations, shall be binding on the Applicant and shall not place the Bank or the correspondent bank(s) under any liability to the Applicant or to any other person.
8. The Applicant hereby agrees that the Bank may, at its sole discretion, apply the export proceeds or any part thereof to discharge the Applicant's obligations and liabilities to the Bank hereunder or on any other accounts whatsoever.
9. The Bank or the correspondent bank(s) may send the Documents directly, or indirectly through any other bank, to the Drawee or the recipient and the Bank and its correspondent(s) shall have an absolute discretion but without any liabilities as to selection of the courier company in handling delivery of the Documents.
10. Any bills, drafts, cheques or other instruments shall be treated as dishonoured if cleared funds have not been received by the Bank for the sums that have become due and payable or if payment is not made in the currency in which such bills, drafts, cheques or other instruments are drawn or if any laws or regulations of any jurisdiction on foreign exchange or currency or other circumstances prohibit or restrict any remittance of the proceeds to the Bank in Hong Kong Special Administrative Region ("**Hong Kong**").
11. The Bank shall have a pledge over all the Documents in its or its agent's possession as security for the payment of all sums due from the Applicant to the Bank. A certificate by the Bank's officer as to any sum due from the Applicant to the Bank and the amount so due shall, in the absence of manifest error, be conclusive evidence of such sum.
12. The Bank shall have the right at all times to reverse and/or otherwise rectify any erroneous entries in any of the Applicant's accounts with the Bank and the Bank will notify the Applicant of such rectification as soon as practicable.
13. Any notice required to be given by the Bank to the Applicant shall be deemed to have been so given if addressed to the Applicant to such address as notified to the Bank in writing by the Applicant or as appears in the Bank's record as the Applicant's last known address. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by e-mail, telex or by facsimile shall be deemed to have been given at the time of transmission. The Applicant will promptly notify the Bank in writing of any change of address to which statements and notices must be sent. Such changes shall not be effective until duly entered in the Bank's records.
14. Any notice required to be given by the Applicant to the Bank must be in writing and shall be irrevocable and ineffective until actually received by the Bank.
15. This application is governed by and shall be 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.

BILL OF EXCHANGE



No.

Date:

.....
(Amount in Figures)

Atsight of this **FIRST** Bill of Exchange (Second unpaid)

Pay to the order of [Name of Drawer]

.....

the sum of

.....

Value received in reimbursement of drawing under Documentary Credit No.

Dated issued by

To

.....
[Name of Drawee]

.....
[Name of Drawer]

<Endorsement>

For and on behalf of
(Name of Drawer)

.....
Authorized Signature(s)

BILL OF EXCHANGE



No.

Date:

.....
(Amount in Figures)

At sight of this **SECOND** Bill of Exchange (First unpaid)

Pay to the order of [Name of Drawer]

.....

the sum of

.....

Value received in reimbursement of drawing under Documentary Credit No.

Dated issued by

To

.....
[Name of Drawee]

.....
[Name of Drawer]

<Endorsement>

For and on behalf of
(Name of Drawer)

.....
Authorized Signature(s)