

**APPLICATION FOR PRESENTATION OF EXPORT DOCUMENTS  
WITHOUT LETTER OF CREDIT (LC)  
(Electronic format)**

To: Mizuho Bank, Ltd., Singapore Branch

Date: \_\_\_\_\_

Our Reference: \_\_\_\_\_  
(Please provide)

We enclose herewith the following bill of exchange and documents for collection (hereinafter referred to as "Collection")/financing according to the instructions herein and subject always to the terms and conditions herein and all the terms and conditions governing this Application, including the Terms and Conditions Governing Application for Presentation of Export Documents (Without L/C) (collectively, "Terms and Conditions") and the provisions of any other applicable agreement(s) made between us and you in connection with or relevant to the transaction herein. We understand and agree that the Bank may modify the Terms and Conditions without prior notice to us at any time.

**(ALL FIELDS MARKED WITH \* ARE MANDATORY)  
(Please complete and tick the applicable boxes)**

<b>*DRAWER (SELLER)</b>	<b>*DRAFT (CCY/AMOUNT)</b>
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<b>*DRAWEE (BUYER)</b>	<b>*TENOR :</b> _____ Date (Documents against Payment or *Documents against Acceptance to *) (*indicate: 30, 60 or 90days from/after transport documents (e.g. AWB, B/L, etc.)
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<b>*DOCUMENTS</b>	Draft	Invoices	BL/AWB	INS						
Original										
Copies										

Key: BL: Bill of Lading, AWB: Airway Bill, INS: Insurance (either Certificate of Insurance or Insurance Policy submitted)

**DOCUMENTS DISPATCH AT OUR RISK VIA COURIER UNLESS OTHERWISE STATED BELOW**

**\*COLLECT THROUGH:**

\_\_\_\_\_ (NAME AND MAILING ADDRESS / SWIFT ADDRESS)

**COLLECTION INSTRUCTIONS**

Documents dispatch in **ONE LOT**

All charges outside Singapore for Drawee's account if not indicated  For our account

Collect interest from Drawee at \_\_\_\_\_ % p.a. Period from \_\_\_\_\_ to \_\_\_\_\_

Advise non-acceptance / non-payment by telex / swift

Others: \_\_\_\_\_

**FINANCING INSTRUCTIONS**

Please finance us for the draft amount by negotiation with full recourse to us

**\*SETTLEMENT INSTRUCTIONS (UPON RECEIPT OF FUNDS / UPON FINANCING)**

Credit Proceeds \_\_\_\_\_  
(Account No / CCY)

Remit to other Bank: \_\_\_\_\_  
Account No, Beneficiary and SWIFT Code of Beneficiary's Bank

\_\_\_\_\_  
Intermediary Bank Details (if any)

\_\_\_\_\_  
Authorised Signatory(ies) (Company Stamp, if any)



**In case of clarification, please contact:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

TERMS AND CONDITIONS GOVERNING APPLICATION FOR PRESENTATION OF EXPORT DOCUMENTS (WITHOUT L/C)

1. It is understood and agreed that, having exercised due care in the selection of any correspondent bank (including a foreign branch or subsidiary of Mizuho Bank, Ltd) to whom the above mentioned documents may be sent for collection you shall not be responsible nor will we hold you liable for any act, omission (including any failure to endorse or re-endorse bills of lading), default, suspension, insolvency or bankruptcy of any such correspondent bank or agent thereof, or for any delay in remittance, loss in exchange or loss or destruction of any documents, item or their proceeds during transmission or in the course of collection. We further agree that any correspondent bank instructed to act on this Collection shall be our agent.
2. You are authorised at your absolute discretion:
  - (a) To insure the Goods in respect of which you hold documents against all risks and to add the premiums and expenses of such insurance to the amount chargeable to us.
  - (b) To exercise your right of recourse upon the Goods in priority to any other claims thereon and to sell such goods or part thereof as may be necessary for payment of freight, insurance, warehouse, dock and other charges, without prejudice to our duty to repay any outstanding amount due to you from such proceeds of sale.
  - (c) To land and store the Goods at any wharf or warehouse selected by you and/or reship the same to any other port as well as clear customs for the Goods.
  - (d) To accept full or proportionate payment before maturity from the drawees and/or acceptors of any bills of exchange, or the consignees of the Goods, against delivery of the Goods (or a proportionate part thereof) and/or documents.
  - (e) To debit our account with all money due from us hereunder and with the amount of unaccepted or unpaid bills of exchange or of financing against documents of title or other documents for which we are liable to you or any deficiency arising after realisation.
3. We hereby undertake to provide you with funds:
  - (a) To meet on demand all bills of exchange negotiated or indorsed by you at our request which may be dishonoured on presentation for acceptance or which may not be paid at sight or on the due date thereof according to the original tenor.
  - (b) To reimburse you for all financing made against documents of title or other documents which may not have been accepted and / or paid in accordance with the tenor of the collection bill.
  - (c) To meet and re-exchange expenses and interest at the current prevailing rate for the respective currency as determined at your sole discretion from the date of the financing to us till the date you receive reimbursement. If collection charges are to be paid by the buyer / Drawee, we undertake to pay you the same if the buyer / Drawee fails to do so.
4. Without prejudice to the other provisions in the Application, you may sell all or part of the Goods represented by the abovementioned documents or to which they relate in such manner (whether by public auction, private treaty or otherwise) as you think fit if any one of the following events occurs:-
  - (a) in the event that you have financed or agreed to finance this Collection on default of acceptance on presentation or of payment on due date or at sight of any bill of exchange (depending on its tenor) or on default of payment of any other sums due hereunder on due date.
  - (b) in the event that you have financed or agreed to finance this Collection on the drawee or acceptor of any bill of exchange or consignee of the Goods suspending payment, becoming bankrupt or insolvent, being put under receivership or taking any steps for liquidation or arrangement with creditors.
  - (c) in the event that you have financed or agreed to finance this Collection if and whenever you consider it desirable having regard to the market value of the Goods that the Goods should be sold whether or not any contingent or other liability of ours to you shall have actually matured,
  - (d) on our failure to repay on demand any payment made by you or other indebtedness of ours to you (whether or not connected with or arising from this Application) together with all interest, commissions and other charges in respect thereof.
5.
  - (a) The bills of exchange which we enclose in this Application for financing and / or collection together with invoices, carriage documents or other documents presenting or relating to the Goods, and all other documents enclosed with the request and the Goods represented thereby or to which the documents relate shall be pledged to you as a continuing security for all sums in which we may from time to time be actually or contingently indebted or liable to you on any account. We agree to do such acts as may be necessary to perfect your security in the Goods. Without prejudice to your other rights herein, in the event that we are in default of payment of any amount due from us arising from the request or otherwise, you shall be entitled, without notice to ourselves, to sell the Goods or any part thereof by public auction or private contract (at your sole discretion) and apply the proceeds of sale in or towards payment of the amount(s) for which we are liable to you and if the proceeds are insufficient to settle the amount(s) due to you, we shall pay the amount of the deficiency forthwith upon your demand.
  - (b) The pledge conferred herein shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by you nor shall such collateral or other security or any lien to which you may be otherwise entitled or the liability of any person or persons nor parties hereto for all or any part of this indemnity be in any way prejudiced or affected by the pledge.
6. Should any claim arise under any insurance you are authorised to recover the full amount thereof and we agree to assign to you the policy or policies for that purpose. You may charge the same commission on the proceeds payable under such insurance as upon a sale of Goods and apply the proceeds in the manner provided above and/or to satisfy all sums, indebtedness, interest, charges, commissions and other sums due to you in connection with the abovementioned Collection.
7. We further agree to the following -
  - (a) any financing is with recourse to us under all circumstances and notwithstanding that all the terms and conditions of the Collection have not been complied with, or that you may not have complied with our instructions;
  - (b) in the event of financing, to pay you for any shortfall in amount received by you;
  - (c) to meet all charges incurred by you or your correspondent or agent;
  - (d) to reimburse you for all interest incurred from the date of any payment by you to the date of the receipt of proceeds by you sufficient to cover the credit extended to us;
  - (e) not to hold you or your correspondent bank or agents liable in the event that the documents or some of the documents are lost, destroyed or delivered wrongly by the courier service company selected by you or wrongly delivered by the postal office;
8. Your holding additional securities and/or the receipt of Goods and/or documents by you shall not prejudice your rights on any bill of exchange in case of dishonour nor shall any recourse or proceedings taken thereon. It is also agreed that your rights against us shall not be prejudiced owing to any such bills of exchange not having been noted and/or protested in the event of dishonour by non-acceptance and/or non-payment.
9. Insofar as the documents and/or bills of exchange are handed to you to be forwarded or presented at our request to the buyer / Drawee or the buyer's / Drawee's Bank under collection, the buyer / Drawee or Drawee's Bank being located or carrying on business at a different country or territory, we hereby acknowledge and recognise that such forwarding or presentation or our rights thereunder may be adversely affected, diminished, prejudiced or negated by such legal, economic, social, military or political developments or circumstances in or affecting the country or territory where the buyer / Drawee or Drawee's Bank is located or carrying on business (collectively, "country risk"). We further agree that such country risk shall be wholly borne by us.
10. Unless otherwise expressly agreed in writing or unless otherwise provided herein this Collection is subject to the Uniform Rules for Collections, ICC Publication No. 522 or any revision thereof as may be in force at the time of this Application ("URC"). In the event of any inconsistency between the terms and conditions herein and the provisions of the URC, the terms and conditions herein shall to the extent of such inconsistency prevail. In the event of any inconsistency between the terms and conditions herein and the provisions of any other applicable agreement(s) made between you and us in connection with or relevant to the transactions herein, the terms and conditions herein shall prevail.
11. We hereby irrevocably and unconditionally undertake and agree to indemnify you, your successors and assigns in full and at all times to keep you, your successors and assigns fully and completely indemnified from and against all liability, claims, demands, actions, proceedings, payments, losses and expenses whatsoever including but not limited to legal costs on a full indemnity basis which may be made or taken or incurred or suffered by you in connection with our Application herein.
12. Where there is any reference in this Application or any form, agreement and correspondence relating to this Application or any handling or processing of documents by you to finance this Collection and documents presented thereunder and/or any bills of exchange "subject to final receipt of fund" from Drawee or Drawee's Bank, it is hereby agreed that such financing shall be conditional upon and subject to payment under the Collection/ documents presented thereunder/ bills of exchange from the Drawee or Drawee's Bank and receipt by you of such payment. Without prejudice to the foregoing, where, for any reason whatsoever, whether with or without legal basis, payment of the proceeds under the Collection or bills of exchange is not received by you from or not made by the Drawee or Drawee's Bank as and when such payment is due or if one or more of the documents presented under the Collection is forged or contains any misrepresentation or false factual information known to us, any amount paid by you to us pursuant to such advance shall become immediately repayable to you by us and you shall have full recourse against us in respect of such payment as has been made to us earlier.
13. Without prejudice to the generality of the other terms and conditions herein, where financing is provided to us pursuant to this Application, we shall do hereby assign unconditionally and irrevocably to you all rights, interests, benefits, entitlements, debts, suits and choses in action as are due under or in connection with the underlying contract of sale between us and the Drawee and/or bill of exchange and we irrevocably authorise you to give notice of such assignment to the Drawee and Drawee's Bank.
14. We agree that you may commence any legal action or proceedings in our sole name or jointly with you and that we would provide you our full and diligent co-operation, including the execution of any documents, affidavits and powers of attorney, in any action or proceedings commenced (whether in our name or not) to enforce your rights against or obtain payment from the buyer, drawee or any other party.
15. Any terms, interests, rights, benefits, defences, exemptions or limitations in this Application shall be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act Cap. 53B.
16. We authorise you to set-off, earmark or debit any or all of our accounts with you by way of payment in advance of all costs, charges, commission, expenses and liabilities which you, your agents or your correspondents may incur in relation to or in respect of the Collection. The aforesaid advance payment is an absolute and unconditional payment and you shall not be obliged, under any circumstances whatsoever, to refund the same to us. You shall be at liberty to utilize or otherwise deal with the advance payment in any manner as you deem fit and we confirm that we have no further title, interests, rights or benefits to the moneys comprising the advance payment. The abovementioned advance payment shall not discharge or otherwise affect any other claims for reimbursement, repayment, interest, expenses and/or costs that you have or will have against us in respect of any instrument which you have issued or will issue at our request, or in respect of any credit or banking facilities or other accommodation which you have granted or will grant to us.
17. We irrevocably consent to the disclosure by you, your officers and agents, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, credit balances and deposit with you to:-
  - (a) your head office, any of your representatives, documents checking and processing centres and branch offices in any jurisdiction, related corporations (as defined in the Singapore Companies Act Cap. 50) and any legal entities which are part of the Mizuho Financial Group;
  - (b) any regulatory or supervisory authority including fiscal authority in any jurisdiction;
  - (c) your agents and independent contractors;
  - (d) any insurers with whom insurance cover is taken out in connection with this Application;
  - (e) any potential assignee or transferee or any person who may otherwise enter into contractual relations with you;
  - (f) any entity with whom you may merge, consolidate or amalgamate;
  - (g) any other party which you determine it is in your interest to do so; and
  - (h) any other party to whom you are permitted, recommended and/or required by applicable laws or guidelines issued by applicable regulatory authorities to make such disclosure.
18. This Application shall be governed by and construed in accordance with the laws of Singapore. Parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

No. \_\_\_\_\_

## BILL OF EXCHANGE

For \_\_\_\_\_ (Due on \_\_\_\_\_ ) \_\_\_\_\_

At \_\_\_\_\_

of this **FIRST** of Exchange (**Second** of the same tenor and date being unpaid)

Pay to Mizuho Bank, Ltd., Singapore Branch or order the sum of

Value received and charge the same to account of

Drawn under \_\_\_\_\_

L/C NO. \_\_\_\_\_ dated \_\_\_\_\_

To \_\_\_\_\_

No. \_\_\_\_\_

## BILL OF EXCHANGE

For \_\_\_\_\_ (Due on \_\_\_\_\_ ) \_\_\_\_\_

At \_\_\_\_\_

of this **SECOND** of Exchange (**First** of the same tenor and date being unpaid)

Pay to Mizuho Bank, Ltd., Singapore Branch or order the sum of

Value received and charge the same to account of

Drawn under \_\_\_\_\_

L/C NO. \_\_\_\_\_ dated \_\_\_\_\_

To \_\_\_\_\_