

Standard Chartered Bank (China) Limited 渣打银行(中国)有限公司

Application for Export Financing - Banker's Acceptance (Trade) Discounting / 出口融资 - 银行承兑(贸易)贴现申请书

For Bank Use 銀行專用
Ref No.: 参考号:

Seller: 卖方: Tel: 电话: Ref: 参考号: Contact Person: 联系人: Email: 电邮:	Buyer: 买方: Is the Buyer a Related Party ¹ ? 买方是否为关联方 ¹ ? <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 20px;">Yes</td> <td>No</td> </tr> <tr> <td style="padding-right: 20px;">是</td> <td>否</td> </tr> </table>	Yes	No	是	否	Type of Transaction: 交易类型: Domestic Sales 国内销售 Exports 出口 Currency & Amount for Acceptance: 承兑币种及金额:
Yes	No					
是	否					
Documents Presented 提交单据						
Drafts 汇票 Exports Invoice Ref: 出口发票号码: BL / AWB Ref: 提单/空运单号码: Others (<i>delivery orders etc</i>): 其它 (交货单等)						
Goods Financed 融资货物		Shipment 装运				
		From: 出发港: To: 目的港:				

¹A 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 Seller, 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. 关联方是指通过一个或多个中间机构, 直接或间接, 控制卖方或被卖方控制或共同由卖方控制的人士, 包括与关联方相关的人士。关联方相关人士包括(但不限于): (a) 自然人关联方的亲属, (b) 公司关联方的董事和股东, 及他们的亲属, (c) 由与关联方相关的人士控制的公司实体, (d) 以关联方或其相关人士为受益人的信托的受托人, (e) 关联方的合伙人。“控制”指一方(直接或间接, 通过股权份额, 投票权, 合同约定或其他方式)有权任命和/或解除另一方的管理机构的多数成员, 或以其他方式控制或有权控制该另一方的事务或政策, 在此情况下, 该等另一方可视为被前一方所控制。

Financing Instructions 融资指示	
Please 请	accept the draft (If due date falls on a non-banking day, it will be extended to the next banking day.) 承兑汇票（如果到期日适逢非银行工作日，将延长至下一个银行工作日。） accept and discount the draft 承兑及贴现汇票
Please disburse loan proceeds as follows: 请按如下方式发放贷款：	
On maturity, please debit principal from our account no: 请于到期日从本公司如下账户借记本金，账号： _____	
Please debit your charges from our account no: 请从本公司如下账户借记贵行手续费，账号： _____	
Others (<i>please specify</i>) : 其它（请列明）：	

<p>Customer undertakes that: 客户承诺:</p> <p>The finance proceeds under this application: 本申请项下之融资资金:</p> <ol style="list-style-type: none"> shall not be invested in real properties, equity, securities or other relevant investment areas; 不得用于投资房地产, 股权, 证券, 或其他相关投资领域; can only be used for working capital purpose in line with his business license; 只能用于与其营业执照相符的流动资金用途; shall not be pledged in form of cash pledge or margin deposit to secure any finance with the Bank or other financial institutions. 不得转作现金质押或者保证金用于担保在本银行或其它金融机构的任何融资。 <p>In this Application Form, the “Bank” means Standard Chartered Bank (China) Limited, 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. 在本申请表中, 银行指渣打银行(中国)有限公司, 卖方与之已签署本申请表提及的银行融资或服务协议, 该协议可不时变更。</p> <p>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. 卖方同意受以下文件约束: (a) 标准条款, 一般贸易条款, 以及相关的贸易服务补充协议; (b) 全球主贸易条款, 或(c) 双方约定的其他条款, 包括对前述文件不时做出的更新和修改。</p> <p>The Seller acknowledges: (1) it has read and agrees to the tariff table (including any amendment from time to time) published by the Bank in its official website, in particular the fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form; and (2) it has received and agreed to the latest fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form as provided by the Bank via email or otherwise in writing. 卖方确认: (1) 其已阅读并同意银行在其官方网站公布的《服务收费标准》(包括不时的更新), 特别是其中就本申请表项下交易 / 服务所规定之收费标准; 以及(2) 其已收悉并同意银行另行通过电子邮件或其他书面形式向其通知的针对本申请表项下交易 / 服务的最新收费标准和方式。</p>	<p>Date: 日期:</p>	<p>S.V. 签字核准</p> <p>Seller's Signature(s) and Stamp 卖方签署及盖章</p>
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Standard Chartered Bank (China) Limited

Trade Service Supplement

Export Financing

This Trade Service Supplement supplements the General Trade Terms¹ 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.²

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 favour and You have presented complying 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 favour 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 (eg United States Dollars "USD") which differs from the currency in which the Letter of Credit is denominated (eg 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 (eg 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 (eg CNY), into another fully convertible currency (eg 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.

¹This Trade Service Supplement shall not apply if You have signed the Banking Facility Letter with the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the General Banking Terms and Condition ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.

²If You have not been provided the General Trade Terms, or the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the CB Booklet, this Trade Service Supplement, Export Financing shall apply without reference to the General Trade Terms and the words, "supplements the General Trade Terms and" in the first paragraph shall be deemed to have been deleted.

渣打银行(中国)有限公司

贸易服务补充协议

出口融资

本贸易服务补充协议是对一般贸易条款的补充¹，适用于本行向作为潜在在贸易交易项下的出口商/出售方的客户所提供的任何议付、预付款、购买或其它融资。²

1. 本行可以就潜在在贸易交易及任何相关贸易单据进行议付、预付、购买或以其它方式提供融资。关于该等议付、预付款、购买或其它融资（包括任何担保相关要求）的条款可以由客户与本行另行规定或约定。
2. 就信用证相关贸易单据进行的任何议付、预付款、购买或融资应遵守信用证中的UCP规则。托收贸易单据的提交应遵守URC（国际商会托收统一规则）。
3. 一经本行要求，客户须向本行提供与相关贸易单据项下贸易交易相关的任何该贸易单据的复印件。
4. 如果本行以赊帐的方式向客户提供融资，客户须向本行交付关于该赊销项下贸易交易的（令本行满意的）证据。
5. 客户向本行声明，客户未就任何相关贸易单据或该单据项下贸易交易获得任何其它融资或授予任何担保（除向本行授予以外），并且客户就融资向本行提交的各发票、订购单或任何其它类似单据或文书均代表货物和/或服务的真实销售及交付。
6. 除非本行另行明确同意（或本行已经保兑以客户为受益人开具的信用证并且客户已经向本行提交相符的单据），在任何情况下，本行就向客户提供的任何议付、预付，购买或融资均有对客户的全面追索权，包括客户须承担我行无论以何种方式因无法或被禁止将（全部或部分）款项转换为另外一种（由本行所决定的）可自由兑换货币而遭受的损失。以不影响前述规定之效力为前提，在本行已(1)保兑以客户为受益人的信用证；或(2)对信用证进行无追索权的议付或贴现；并且本行已经同意以不同于信用证计价货币（例如：人民币）的货币（例如：美元）提供任何议付、预付，购买或融资的情况下，本行对客户就该等项目享有追索权，即：本行已提供议付、预付，购买或融资的货币（例如：美元）的本金（包括利息）；和，因任何情况下本行在任何方式上无法或被禁止将本行收到的任何金额的（部分或全部）信用证计价货币（例如：人民币）兑换为其他可自由兑换货币（例如：美元）所遭受的（由本行确定的）损失。
7. 本行可以使用本行代表客户收到的或者任何人支付入客户帐户的任何金额来抵销客户对本行的任何欠款。
8. 客户须确保，任何人（包括任何开证行或保兑行）应向客户支付的贸易交易项下的或与之相关的任何金额将会直接支付予本行，而且，客户须向该等人士发出相应的不可撤销支付指示。客户应向本行提供本行为收取任何该等金额而要求提供的所有协助。
9. 如果本行代表客户就信用证项下交易以外的贸易交易进行托收，URC应适用（即使在客户的托收指示中未提及URC）。本行无义务核查任何单据。如果本行同意核查单据，本行将会进行相应核查，但是本行对此不承担任何责任，包括不就本行未能发现任何类型的不符点或不规则而承担责任。如果本行在收到客户所提交的首份单据起60日内，仍未收到受票人的任何付款，本行将被免除托收项下的任何进一步义务，而且，本行将尽力从代收行处收回单据，并将该等单据返还给客户。
10. 如果本行向客户提供任何装运前融资，客户须尽快向本行交付相关信用证或相关数据项下贸易交易（视情况而定）项下所要求提交的所有原始单据，而且，一经本行要求，客户应为融资目的向

本行交付该等单据。客户须就任何信用证融资确保，该等单据仅提供予本行或可供本行自由使用。

11. 本行可以直接向客户的供应商支付任何装运前融资的任何收益。
12. 在相关信用证已开立，并且在本行已收到信用证项下所要求提交的单据时，本行可以将任何装运前融资转变为装运后融资。
13. 如果上述第8款项下应付予本行的任何款额未能准时全额支付，或本行须退还已收到的任何该等款额，或支付予本行的任何单据为伪造单据或包含有客户明知不准确的信息，本行就贸易交易已提供予客户的任何融资将立即到期并应由客户支付，而且，本行可以撤销任何本行可能已经在客户帐户上记入贷方的任何款项。

¹如果客户已经签署了全球主信贷条款（非承诺性）和全球主贸易条款或一般银行业务条款与条件（“一般银行业务条款与条件”），本贸易服务补充协议不适用。本服务的适用条款，请参考全球主贸易条款或一般银行业务条款与条件。

²如果未向客户提供一般贸易条款，或全球主信贷条款（非承诺性）及全球主贸易条款或一般银行业务条款与条件，应适用本贸易服务补充协议-出口融资，无须引用一般贸易条款，并且首段话中的“补充一般贸易条款”的措辞予以删除。