

# Application for Issuance of Shipping Guarantee

## 签发提货担保申请书

		For Bank Use 银行专用	
		Ref No.: 参考号:	
<b>Applicant:</b> 申请人:  Tel: 電話: Contact Person: 聯絡人:  Email: 电邮:	<b>Beneficiary:</b> 受益人:   Is the Beneficiary a Related Party <sup>1</sup> ? 受益人是否为关联方 <sup>1</sup> ?	<b>Type of Application:</b> 申请类型: Counter-sign a letter of indemnity to shipping company Issue your letter of indemnity to shipping company Endorse air waybill (AWB) consigned to you  <b>Related Reference:</b> 有关参考号:  <b>Standard Chartered Bank (China) Limited LC No.:</b> 渣打银行(中国)有限公司信用证号码:  _____	Yes 是  No 否
<b>Supporting Documents 证明文件</b>			
Invoice Ref: 发票号码:			
Transport Document: 运输单据:	BL 提单	AWB 空运单	Others (please specify) : 其它 (请列明):
Name of Shipping Company / Airline: 船运公司/航空公司名称:			
Vessel Name, Voyage / Flight No: 船名、航次/航班号:			
<b>Goods Description &amp; Shipment Value 货物说明及货值</b>			
<b>Shipping Marks &amp; Nos 装运唛头及编号</b>			

<sup>1</sup>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 Applicant, 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, 控制申请人或被申请人控制或共同由申请人控制的人士, 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。

<b>Instructions to Standard Chartered Bank (China) Limited</b> 向渣打银行(中国)有限公司发出的指示		
Debit your charges from our account as follows: 从本公司以下账户扣除手续费:		
Others (please specify) : 其它 (请列明) :		
<p><b>In this Application Form, the “Bank” means Standard Chartered Bank (China) Limited, with whom the Applicant has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time.</b></p> <p>在本申请表中, 银行指渣打银行(中国)有限公司, 申请人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><b>The Applicant 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.</b></p> <p>申请人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><b>The Applicant 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.</b></p> <p>申请人确认: (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>	<b>Date:</b> 日期:	<b>Applicant's Signature(s) and Stamp</b> 申请人签署及盖章
	<b>S.V.</b> 签字核准	

# Standard Chartered Bank (China) Limited

## Trade Service Supplement - Shipping Guarantees

**This Trade Service Supplement supplements the General Trade Terms<sup>1</sup> and applies to any Reimbursable Payment Obligation entered into to facilitate the release by a carrier of any goods or the issuance of a duplicate set of original Bills of Lading.**

1. In this Trade Service Supplement, "carrier" will refer to any owner of a vessel or conveyance, forwarder, charterer and includes their agent, representatives or any person purporting to act on their behalf.
2. If We agree to enter into the Reimbursable Payment Obligation:
  - (a) We will only sign the relevant form of guarantee or indemnity required by the relevant carrier if it is in a form acceptable to Us.
  - (b) You must ensure that the carrier releases Us from the Reimbursable Payment Obligations in a manner satisfactory to Us and that Our liability under the Reimbursable Payment Obligation is extinguished as soon as possible.
  - (c) You must accept all import and other document relating to the relevant goods regardless of any discrepancy or irregularity.
  - (d) You must waive all discrepancies or irregularities under the related LC even if the discrepancy has not been notified, the required documents have not been presented or the LC has expired.
  - (e) You must abide by the credit terms of a Draft or any other undertaking to pay regardless of any dispute with Your supplier or any third party.

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<sup>1</sup>This 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.

本贸易补充协议是对一般贸易条款的补充<sup>1</sup>，适用于为促使任何货物承运人放货而签订的任何可获偿支付义务或签发两套提单正本。

1. 本贸易服务补充协议中所称的“承运人”，指船舶或运输工具的任何所有人、转运商、租船者，并且包括其代理人、代表或声称代表其行事的任何人。
2. 如果本行同意承担可获偿支付义务：
  - (a) 本行仅会签署本行可接受格式的相关承运人所要求的保函或赔偿函。
  - (b) 客户须确保承运人以令本行满意的形式免除本行的可获偿支付义务，并且须确保本行在可获偿支付义务项下的债务尽快解除。
  - (c) 客户须接受与相应货物相关的所有进口文件及其它文件，不顾及其中的任何不符点或不规则。
  - (d) 如果未通知存在不符点或未提交所需文件或信用证已到期，客户须放弃相关信用证项下的所有不符点或不规则。
  - (e) 客户须遵守汇票中的信贷条款或任何其它支付保证，而不管其与供应商或任何第三方间存在的任何争议。

<sup>1</sup>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。