

BANK OF CHINA LIMITED

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ABN: 29 002 979 955
 AFSL No: 230547
 INCORPORATED IN CHINA

SYDNEY BRANCH
 39-41 York Street
 Sydney NSW 2000

To: Bank of China Limited ABN 29 002 979 955, Sydney Branch] (Bank)

EXPORT BILLS LODGEMENT APPLICATION Version 6/2014

Dear Sir/Madam

We enclose the following items for:

- Collection under D/A, D/P or Documentary Credit
- Negotiating — Under Documentary Credit
- Purchase — subject to final payment under D/A or D/P

Drawer: _____ Drawee: _____
 Bill Amount: _____ Tenor: _____
 Vessel: _____ Merchandise: _____

(If applicable) Documentary Credit number and issuing bank:

Where the bill is not drawn under a Documentary Credit, please act on the following instructions marked 'X'	Other conditions:
<input type="checkbox"/> Release documents against Payment.	
<input type="checkbox"/> Release documents against Acceptance.	
<input type="checkbox"/> Acceptance/Payment may be deferred on arrival of carrying vessel.	
<input type="checkbox"/> Drawee is required to Accept/Make Payment By:	
<input type="checkbox"/> Airmail / <input type="checkbox"/> Cable advice of Non-Payment &/or Non-Acceptance	
<input type="checkbox"/> Protest / <input type="checkbox"/> Do not protest for Non-Payment &/or Non-Acceptance	
<input type="checkbox"/> Your Bank's charges for account of Drawee / Ourselves.	
<input type="checkbox"/> Collect interest @ _____ % pa from date of to	
<input type="checkbox"/> Waive / <input type="checkbox"/> Do not waive interest and/or charges if refused.	
<input type="checkbox"/> If unpaid/unaccepted, store and insure goods, covering fire and TPND, with all charges for our Account.	
<input type="checkbox"/> Airmail / <input type="checkbox"/> Cable advice of Payment/Acceptance	
<input type="checkbox"/> Airmail / <input type="checkbox"/> Cable advice of Payment/Acceptance	
<input type="checkbox"/> In case of need refer to:	
<input type="checkbox"/> Who will assist to obtain acceptance or payment but who has no authority to amend the terms of the bill.	

Documents to be presented, if possible, through:

(specify name of preferred collecting bank or leave blank, in which case the collection will be passed through to a collecting bank selected by the Bank)

Documents attached:

Draft	State- ment	Com- mercial Invoice	Customs Consular Invoice	Cert. of Origin	Weight/ Packing Note/List	Health Cert.	Cond. Cert	Insce. Pol/Cert	B/L	CARGO

Payment Instructions

	Hold net proceeds on receipt and contact us for further instructions
	The net proceeds are to be credited to the following account: Bank: Account No: Name of Account:

In consideration of the Bank accepting at our risk the above bill and documents for negotiation or collection (as the case may be) we hereby indemnify the Bank and agree as follows and in accordance with the terms and conditions overleaf:

We acknowledge that in the event of the Bank negotiating these documents, such negotiation is effected with recourse to us even in the event of failure to return the said documents to us.

We acknowledge that:

- (1) the negotiation of bills by the Bank will be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) ICC Publication No 600; and
- (2) the collection of documents by the Bank will be subject to the Uniform Rules for Collections, ICC Publication No 522.

If there are queries, please contact _____ Telephone no: _____

Date: _____

[Execution by corporation:]

Signed for and on behalf of

..... ACN.....
 by its authorised representative in the presence of:

 Witness Signature

 Authorised Representative Signature

 Name of Witness

 Name of Authorised Representative

General Hypothecation

- 1 All bills of exchange drawn, accepted or endorsed by us, all produce and goods, bills of lading, warrants, delivery orders, wharfingers or other warehouse keepers' certificates or receipts and all documents of title, invoices and like documents (and the produce and goods to which they relate) which are now or may at any time hereafter be:
 - (a) warehoused or stored in the Bank's name or its agent or nominee; or
 - (b) received by, deposited or lodged with, transferred to or otherwise held by or pledged to the order or the control of, the Bank or its agent or nominee either directly or indirectly whether from or by us or any one or more of us or any other person and whether for safe custody, collection, security or for any specific purpose or generally will be held by the Bank as a continuing security for the payment of all money owing or payable to the banks in connection with these terms (**Secured Money**).
- 2 We hereby undertake to provide the Bank with immediately available funds:
 - (a) to meet on demand all bills negotiated endorsed or advanced against or purchased by the Bank for us or any one or more of us which may be dishonoured on presentation for acceptance or which may not be paid at the due date thereof according to the original tenor and all liability in respect thereof however arising and non-payment of a bill will be deemed to have taken place if at that date funds have not been placed at the Bank's free disposal for the whole sum due;
 - (b) to reimburse the Bank for all advances made against documents of title which may not have been duly taken up on presentation;
 - (c) to meet re-exchange expenses, all interest commission discounts and other charges legal, notarial and other costs disbursements and expenses arising out of or in connection with these terms on a full indemnity basis;
 - (d) to meet all freight, warehouse, bond, store, dock, transit and other charges duties and taxes the cost of insurance, rent and all other costs of and incidental to produce and goods represented by documents hypothecated to the Bank hereunder.
- 3 The Bank is hereby authorised at its absolute discretion without notice to us or further consent of any person interested:
 - (a) to insure all produce and goods represented by documents hypothecated to it hereunder against all insurance risks whether by land, sea or air for their full value and to recover the full amount from the insurers;
 - (b) to land and store or arrange for the storage of such produce and goods and/or re-ship the same to any other port;
 - (c) to pay all freight, warehouse, bond, store, dock, transit and other charges, duties and taxes the cost of insurance rent and all other costs of and incidental to such produce and goods as it may from time to time think fit;
 - (d) to pay or retain and charge us with such charges for commission as are usual between merchant and correspondent and such interest re-exchange notarial and banking charges as are usually payable in these circumstances;
 - (e) to take conditional acceptance of bills of exchange (including acceptances for honour) and/or to extend the due date for payment thereof upon such condition as the Bank thinks fit;
 - (f) to accept payment from drawees or acceptors (whether or not the acceptance is conditional) before maturity under rebate or discount and on payment to deliver up the relative documents to or to the order of the drawees or acceptors;
 - (g) to accept part payment before maturity and to deliver such proportionate part of the produce and goods held against the same as the Bank in its absolute discretion thinks fit;
 - (h) to convert into Australian currency by telegraphic remittance or otherwise at its discretion any money received by it under or by virtue of these terms and to debit any of our accounts with the Bank with all costs charges and loss on exchange thereby incurred; and
 - (i) to debit any of our accounts with the Bank with all payments of freight, warehouse, bond, store, dock, transit and other charges duties and taxes, the cost of insurance, rent, interest and all other expenses incurred hereunder and with all money chargeable to us under this document and with the amount of unaccepted or unpaid bills of exchange or of advances against other documents of title for which we or any of us are liable to the Bank or any deficiency arising after realisation,but so that the Bank is under no obligation to do any of the foregoing and is not liable for any loss we may sustain as a result of its delay or failure so to do.
- 4 The Bank is hereby authorised to sell, assign, transfer, negotiate or otherwise dispose of all or any produce or goods represented by documents hypothecated to it hereunder or to which they relate without demand for payment or notice or further consent of any person at such time or times in such manner and for such consideration (whether payable or deliverable immediately to us for the price obtained thereby) in any of the following events:
 - (a) on default being made in acceptance on presentation or in payment at maturity of any bill of exchange or of any other sums due hereunder including the Secured Money;
 - (b) on any drawee or acceptor of any bill (whether conditionally or absolutely accepted) suspending payment becoming bankrupt or insolvent or taking any steps for composition or arrangement with creditors;
 - (c) if we fail to repay on demand the Secured Money and any other obligation or liability due owing or incurred to the Bank by us or any one or more of us under this document with all interest, commission, discount and other charges and costs, disbursements, and expenses;
 - (d) on any payment being made by the Bank which the Bank is authorised to make under these terms;
 - (e) if and whenever the Bank considers it desirable having regard to the current market value of the produce or goods that the same should be sold whether or not we will have then become contingently or otherwise liable to the Bank; or
 - (f) if any Event of Default (as that expression is defined in each agreement or other document entered into by us with the Bank) occurs,but so that the Bank is under no obligation to sell or otherwise dispose any assets referred to in this document and is not liable for any loss we may sustain as a result of its delay or failure so to do.
- 5 We further undertake to facilitate any sale or disposal of assets referred to in this document by executing such document as may from time to time be necessary or desirable to vest the produce of goods in the Bank or its transferee or to effect delivery of the same as it may require and by doing all such acts and things as may from time to time be necessary or expedient. The Bank is authorised to execute and sign any such documents as our agent and to do any such act or thing on our behalf. We declare that the produce and goods are free from any other mortgage, lien, hypothecation, pledge, charge, trust power or encumbrance, or any third party interest of any kind.
- 6 After deduction of all expenses charges and commissions the net proceeds of the sale or other disposition of the produce and goods will be applied at the Bank's absolute discretion in the discharge or reduction of any actual or contingent debt obligation or liability to it of us or any one or more of us in relation to this document and any surplus will (subject to the provisions of this document) be at our disposal.
- 7 A certificate signed by a representative of the Bank, stating an amount owing by us under these terms will be conclusive proof of the amount owing except in case of manifest error.
- 8 Where this indemnity is given by more than one party, the liability of the parties will be joint and several.
- 9 We hereby undertake that the produce and goods represented by documents hypothecated to the Bank as described in this document will be kept fully insured against all insurable risks including fire and flood. All insurance policies whether effected by the Bank or not are to be treated as part of the Bank's security. Should any claim arise under any insurance relating to this document the Bank is hereby irrevocably authorised to recover the full amount thereof from the insurers and to give a valid receipt on our behalf to charge the same commission on the proceeds as on a sale of the produce or goods and to apply such proceeds as if the same represented proceeds of sale of any produce or goods sold by the Bank, under the power contained above. We hereby undertake to assign to the Bank the policies of insurance for that purpose and to deliver them to the Bank on demand and in the case of loss or damage to the produce or goods howsoever caused to pay over to the Bank all sums received by us or any of us in respect of such insurance and make up any deficiency which may result in the amount of any money due to the Bank. Pending payment we will hold all such sums in trust for the Bank.
- 10 The holding by the Bank of any guarantees or securities additional to that described in this document is not to prejudice its rights on any bills in case of dishonour nor will any recourse or proceedings taken thereon or the Bank's giving time or granting any indulgence or making any arrangement or composition affect its title to any security or our liability.
- 11 The Bank will not be liable for default by any insurer, warehousekeeper, broker, auctioneer, agent, carrier, captain or other officer of any ship or craft or other person employed in the insurance, sale, disposal, storage, shipment or carriage of any produce or goods or for any other purpose connected therewith nor for any deficiency in the quality or value of any produce or goods nor for the stoppage or detention thereof by the shipper or any other person whomsoever nor for loss on exchange rates or any loss damage or delay however caused.
- 12 We acknowledge that in addition to the terms of this document, the Bank's Master Agreement for Trade Services, the provisions of which are incorporated into this document, governs the transactions completed by this document. We have read and understood the terms of the Bank's Master Agreement for Trade Services and agree to be bound by those terms.
- 13 To the extent of any inconsistency between the terms and conditions of this document and the terms and conditions of any other agreement or document entered into by us with the Bank in connection with trade facilities of the type referred to in this document the terms and conditions most favourable to the Bank will prevail.