

# Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司

## Application for Issuance of Shipping Guarantee

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|--------------|
| For Bank Use |
| Ref No.:     |

|   |  |     |    |  |
|---|--|-----|----|--|
| <b>Applicant:</b><br><br>Tel:<br>Contact Person:  | <b>Beneficiary:</b><br><br>Is the Beneficiary a Related Party <sup>1</sup> ? <table style="margin-left: 20px;"> <tr> <td>Yes</td> <td>No</td> </tr> </table> | Yes | No | <b>Type of Application :</b><br>Counter-sign a letter of indemnity to shipping company<br>Issue your letter of indemnity to shipping company<br>Endorse air waybill (AWB) consigned to you<br><br><b>Related Reference:</b><br>Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司 LC No.:<br>_____ |
| Yes   | No   |     |    |  |
| <b>Supporting Documents</b>   |  |     |    |  |
| Invoice Ref:<br><br>Transport Document:                      BL                      AWB                      Others ( <i>please specify</i> ) :<br>Name of Shipping Company / Airline:<br>Vessel Name, Voyage / Flight No: |  |     |    |  |
| <b>Goods Description &amp; Shipment Value</b>   |  |     |    |  |
|   |  |     |    |  |
| <b>Shipping Marks &amp; Nos</b>   |  |     |    |  |
|   |  |     |    |  |
| <b>Instructions to Standard Chartered Bank (Hong Kong) Limited 渣打銀行(香港)有限公司</b>   |  |     |    |  |
| Debit your charges from our account as follows: _____<br><br>Others ( <i>please specify</i> ):  |  |     |    |  |

<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.

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Please debit our account no. \_\_\_\_\_ maintained with you for the amount of \_\_\_\_\_. The sum debited is to be treated as a cash collateral in relation to any or all Reimbursable Payment Obligation (being an obligation you have entered into on our instruction or otherwise on our behalf, to make a payment to any person in connection with this Credit). We agree that an additional margin may be factored into the amount to be debited as cash collateral if the Reimbursable Payment Obligation is denominated in a different currency. You can hold such sum in an account in your name, under your sole dominion and control, and may use such sum to satisfy our reimbursement obligations to you. You are not obliged to refund any cash collateral unless your contingent or unmatured liability(ies) cease to exist before they mature or do not mature in full. We understand that no credit interest will accrue on any such sum.

For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.

For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at an agreed rate of \_\_\_\_\_ in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.

We further agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due from you to us at the time of refund of the cash collateral, and we acknowledge that you will not be liable in any way whatsoever for any shortfall resulting from such conversion. Please credit the refunded amount to our account No. \_\_\_\_\_ maintained with you.

We, the undersigned, confirm that we have read the latest standard trade tariff published on the Bank's public website at <https://www.sc.com/hk> (as amended from time to time). We agree that such standard trade tariff, or any such varied fees or charges as separately notified to us, will be applied for this service.

|   |       |                                    |
|---|-------|------------------------------------|
| <p><b>In this Application Form, the "Bank" means Standard Chartered Bank (Hong Kong) 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><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> | Date: |                                    |
|   | S.V.  | Applicant's Signature(s) and Stamp |

# Standard Chartered

## 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 Conditions ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.