

To : 新聯銀行(香港)有限公司，有限制牌照銀行
Allied Banking Corporation (Hong Kong) Limited, a restricted licence bank
Hong Kong

EXPORT TRADE COLLECTION/NEGOTIATION INSTRUCTIONS

We hand you draft and/or documents as under for disposal in accordance with the following instructions and subject to our General Commercial Agreement Relating to Goods duly signed and delivered to you and to the terms and conditions overleaf for:

DOCUMENT AGAINST PAYMENT/ACCEPTANCE : advance collection

NEGOTIATION UNDER DOCUMENTARY CREDIT: advance without advance

Drawer / Beneficiary (Full name and address)		Drawee / Applicant (Full name and address)			
Documentary Credit No.		Bill Currency and Amount			
INSTRUCTIONS: For Bills not under Documentary Credit please follow as marked "x"					
<input type="checkbox"/>	Release Documents against PAYMENT	Commodity			
<input type="checkbox"/>	Release Documents against ACCEPTANCE	Country of origin			
<input type="checkbox"/>	ACCEPTANCE / PAYMENT may be deferred until arrival of carrying vessel	Place of receipt			
<input checked="" type="checkbox"/>	CABLE advice of Non-payment and/or non-acceptance	Shipment from			
<input checked="" type="checkbox"/>	AIRMAIL advice of Non-payment and/or non-acceptance	Shipment to			
<input type="checkbox"/>	PROTEST for Non-acceptance and/or Non-payment	Final destination			
<input type="checkbox"/>	DO NOT PROTEST	Our Ref No. (Draft/Invoice):			
<i>Note: If no instructions are given regarding protest, the Bank will assume that protest is NOT required</i>		Tenor:			
		▼ Number of Documents attached ▼			
<input type="checkbox"/>	In case of need refer to below Agent: who will assist you to obtain acceptance/payment but who has no authority to amend the terms of the bill.	<input type="checkbox"/>	Draft	<input type="checkbox"/>	Air Transport Document
		<input type="checkbox"/>	Commercial Invoice	<input type="checkbox"/>	Signed Bills of Lading
		<input type="checkbox"/>	Customs Invoice	<input type="checkbox"/>	Non-negotiable Bills of Lading
		<input type="checkbox"/>	Packing List	<input type="checkbox"/>	Forwarder's Cargo Receipt
		<input type="checkbox"/>	Inspection Certificate	<input type="checkbox"/>	GSP Form A
		<input type="checkbox"/>	Insurance Policy/Certificate	<input type="checkbox"/>	Certificate of Origin
<input type="checkbox"/>	From Proceeds deduct _____ to be paid to above Agent	▼ Other Documents, please specify:			
<input type="checkbox"/>	COLLECT charges from the DRAWEEES	Extra copies of documents for your record			
<input type="checkbox"/>	DEDUCT charges from the PROCEEDS				
<input type="checkbox"/>	Collect interest @ _____ % p.a. (base on 360 or 365 days in a year) from the drawees from the date of _____ until date of _____.				
<input type="checkbox"/>	WAIVE interest and/or collection charges if refused				
<input type="checkbox"/>	DO NOT WAIVE interest and/or collection charges if refused				
<input checked="" type="checkbox"/>	Payment to be advised by Cable	Documents to be forwarded by COURIER in one lot.			
Other Instructions / Remarks:		PROCEEDS DISPOSAL please follow instructions marked "x"			
		<input type="checkbox"/>	Credit Our A/C No. with		
		<input type="checkbox"/>	Deduct: For repayment of Export Loan No.		
		<input type="checkbox"/>	Proceeds to settle <input type="checkbox"/> Import <input type="checkbox"/> Transfer DC Documents Ref Number: Amount:		
		Authorised Signature and Chop			

FOR BANK USE

Usance Start Date:

Documents Checked:

Date:

Date:

Contact person:

Tel. No.:



Terms and Conditions

The following terms and conditions shall apply where drafts and/or documents (the "Item") are handed to Allied Banking Corporation (Hong Kong) Limited (the "Bank") by a customer (the "Customer") for disposal in accordance with instructions given to the Bank by the Customer.

1. Unless due to the negligence or willful default of the Bank, the Customer agrees that the Bank shall not be responsible for acting, or failing to act or delay in acting in accordance with the Customer's instructions including without limitation the following:
 - a. any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent, sub-agent or courier company; or
 - b. any delay in remittance or loss in exchange during transmission or in the course of collection; or
 - c. loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent, agent, sub-agent or courier company.
 - d. Notwithstanding my/our instruction to protest the bill or otherwise, the Bank retains recourse on me/us in the event of dishonour.
2. The Bank shall have the right and absolute discretion to engage, select and/or delegate to agents, correspondents and/or courier companies for the delivery of drafts and any other documents. Irrespective of whether or not the delivery of the drafts and other documents is by the Bank or by any agents, correspondents and/or courier companies as aforesaid, the Bank shall be entitled to charge the Customer for the provision of or arrangement for such delivery services at such rate as may from time to time be determined by the Bank. The Bank shall also be entitled to solicit, receive and retain any payment and benefit in whatever form, whether by way of rebate, commission or otherwise, from any agents, correspondents and/or courier companies without accounting to the Customer and without consent from, or notice to, the Customer.
3. Until such time as the Bank has actually received payment, the Customer undertakes to reimburse the Bank for any advances made in anticipation of collection as well as all disbursements made in effort to effect the same, we further undertake to pay you your collection charges if same are not paid by the drawees.
4. The Bank assumes no responsibility for the authenticity or genuineness of any Item, nor for the quantity, quality, condition, genuineness, identity, title or delivery of the goods to which any Item relates.
5. In consideration of the Bank discounting any Item for collection covering shipments which are insured by our buyers abroad, we hereby hold ourselves responsible for all losses and consequences and agree to indemnify you against all liabilities, losses and expenses that may be incurred by you in connection thereto.
6. Collections of bills and/or documents not drawn under a documentary credit and advances of funds against the same are subject to the Uniform Rules for Collections of the International Chamber of Commerce as are in effect from time to time.
7. Drawings under a documentary credit are subject to the version of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce that applies to the relevant documentary credit.
8. The Bank has full authority (but no obligation) at its discretion to store and insure the goods at our risk and cost.
9. **For bill negotiation under Usance DC confirmed by the Bank**

We agree that upon the negotiation/finance of clean documents by the Bank under a confirmed letter of credit, we will co-operate fully with the Bank and render the Bank all assistance it requires in the collection of any outstanding and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt.

The Bank shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay to it any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if the Bank suffers any other loss or damage, due to any fraud, illegality, unauthorized act or the like in which we are involved.