

APPLICATION FOR TRANSFER OF CREDIT

TO: FUBON BANK (HONG KONG) LIMITED

Date:

Re:	DOCUMENTARY CREDIT NO.		AMOUNT	
	ISSUED BY			
	D/C APPLICANT			
	YOUR ADVISING NO.		FOR BANK	TRANSFER NO.

The original Documentary Credit and the relative amendment(s) is/are enclosed herewith. Please follow instructions marked X
 Advise the transferee by Courier Teletransmission
 through (*Advising Bank, if any*)

FOR FULL TRANSFER

Please transfer the captioned Documentary Credit on exactly the same terms and conditions to:

(hereinafter referred as "second beneficiary") as a credit opened in their favor for account of the buyer mentioned in your Principals' instructions. All amendments, if we choose not to retain our right as below, whether now existing or hereafter made are to be advised direct to the transferee without reference to us. We hereby renounce all rights hereunder and you may remit the documents which you receive from the new beneficiary direct to your Principals without further reference to us. We shall / shall not retain our right to refuse your bank to advise the amendment to the second beneficiary.

FOR PARTIAL TRANSFER

Please transfer the captioned Documentary Credit with without substitution of invoice(s) and/or draft(s) to:

(hereinafter referred as "second beneficiary") on the same terms and conditions except:-

Amount (in words and figures)

Quantity and unit price of goods (*if applicable*)

Expiry date at the counter of Fubon Bank (Hong Kong) Limited

Shipment date

Period for presentation: days

Percentage of Insurance covered (*if applicable*) %

Special Instructions (*if any*)

Payment under this advice of transfer will be subject to final payment from the credit issuing bank.

We shall / shall not retain our right to refuse your bank to advise the amendment(s) to the second beneficiary.

CHARGES

DC Transfer commission and other charges for account of Transferor Transferee

Your other charges for account of Transferor Transferee

Other bank's charges for account of Transferor Transferee

Please debit DC Transfer commission and other charges to our account no.

Name of Transferor (*if any*):

We request you to transfer the above-mentioned credit in accordance with the above instructions (marked with an "X" where appropriate) We confirm that we have received and read the Terms and Conditions (including those set out in the General Commercial Agreement) executed by us and on file with you (as they may be amended from time to time) under your Application For Transfer of Credit form no. BIB 009 12/2015 or attached hereto (as the case may be) and agree to be bound by them.

In case of queries please contact:

S.V.

Telephone no.

Fax No.

(Stamp and) authorised signature(s) of Transferor

**Terms and Conditions under Application For Transfer of Credit
(Form no. BIB 009 12/2015)**

GENERAL

1. Any notice or demand by you under this application or in connection with this transfer may be given to us by telephone or facsimile transmission, or served to us by post and shall be deemed to have been duly received by us on the day of dispatch if given by telephone or facsimile transmission or on the day following the day of posting if sent by post addressed to the address given hereunder or last known to you, its return by the post office to you notwithstanding.
2. You are irrevocably instructed to advise amendments to the original credit, except increase of credit amount, quantity of goods, unit price, and extension of presentation period, shipment and expiry dates to the transferee, without our prior consent.
3. In consideration of your transferring the above-mentioned credit at our request, we undertake to promptly and fully indemnify you and your agents and correspondents on demand against all liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be suffered or incurred by you or any of your agents or correspondents and all actions or proceedings which may be brought by or against you or any of your agents or correspondents whether in contract, tort or otherwise arising from or in connection with the transfer of the subject credit and/or the exercise or preservation of your powers and rights under these terms and conditions.
4. We undertake to deliver to you all amendment(s) relating to the subject credit at the time of transfer or immediately after receipt of same. Without prejudice to the generality of Clause 3 above, the indemnity in Clause 3 above shall apply if we fail to deliver to you the amendment(s) as aforesaid.
5. We further agree that neither you nor your agents or correspondents shall be responsible for the description, quantity, quality or value of the merchandise shipped under the transferred documentary credit, nor for the correctness, genuineness or validity of the documents, nor for any other cause beyond your or their control.
6. The original advice of credit is enclosed herewith and we shall be glad if you will notify the transferee.
7. Except so far as otherwise expressly stated, the transfer of the documentary credit and the transferred documentary credit are subject to the version of Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce that applies to the original documentary credit. This application and the transfer of the documentary credit are also subject to the terms and conditions of the document(s) relating to trade financing transactions (including your **General Commercial Agreement**) executed by us and on file with you (as they may be amended from time to time).
8. We confirm that no person other than you and we will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of the Hong Kong Special Administrative Region) to enforce any terms and conditions of this application.
9. This application and these terms and conditions are governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region. We submit to the non-exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region but this application and these terms and conditions may be enforced in the Courts of any competent jurisdiction.

APPLICABLE TO PARTIAL TRANSFER WITH SUBSTITUTION OF INVOICES AND/OR DRAFT(S) ONLY

10. We agree to deliver to you, on or before the date on which the transferee's draft(s) and documents are presented to you for payment after collection from credit issuing bank/negotiation, our draft(s) and commercial invoices drawn in accordance with the original documentary credit in order that these documents may be substituted for the transferee's invoices to enable you to collect the proceeds and deliver to us the difference between the two invoices, less any charges due to you. In addition to our draft(s) and invoices we also undertake to deliver to you any other documents which may be needed to substitute for any of the transferee's documents, which do not comply as regards value etc. with the requirements of the original credit. Should we fail, upon your request, to hand to you immediately the draft(s), invoices, and any other documents required as mentioned above, you are authorized to forward the invoices and other documents accompanying the draft(s) of the transferee to credit issuing bank without any responsibility on your part to make payment to us of the amount referred to above and you shall have no other or further responsibility to us. We also agree to be charged with interest for the period, if any, between the date of your payment to the transferee until the date of your receipt of payment of the documents under the original documentary credit, and with any charges incurred by you or your correspondents in connection with the transfer of the credit.

APPLICABLE TO FULL TRANSFER ONLY

11. We request you to transfer to the transferee the above-mentioned credit on its terms and conditions at the time of transfer as if it were a credit opened in favour of the transferee for account of the applicant specified in the credit issuing bank's instructions. All amendments whether now existing or hereafter made will be advised directly to the transferee without notice or reference to us. We hereby renounce all rights under the credit and you may remit the documents which you receive from the transferee directly to the credit issuing bank without further notice or reference to us.