

BANK REF.

DRAWER
TEL.NO.

TO: **FIRST COMMERCIAL BANK, LTD. HONG KONG BRANCH**
(Incorporated in Taiwan with limited liability)

APPLICATION FOR NEGOTIATION/DISCOUNT/COLLECTION
WE HAND YOU DRAFT AND/OR DOCUMENTS AS UNDER FOR DISPOSAL IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS AND SUBJECT TO OUR GENERAL LETTER OF HYPOTHECATION AND OTHER DOCUMENTS RELATING TO GOODS GIVEN TO AND TO THE TERMS AND CONDITIONS OVERLEAF FOR:

- COLLECTION
- NEGOTIATION /DISCOUNT OF DRAFTS UNDER DOCUMENTARY CREDIT
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CONSIGNEE

DRAWEE (IF NOT CONSIGNEE)

DOCUMENTARY CREDIT NO. DATED

DEPARTURE DATE B/L.AWB OR P.O.RECEIPT NO.

VESSEL/FLIGHT NO. PLACE OF RECEIPT/ LOADING PORT

ISSUING BANK

PORT OF DISCHARGE FINAL DESTN. IF ON CARRIAGE

DRAFT NO. INVOICE NO. PAYMENT TERM

DESCRIPTION OF GOODS

INSTRUCTIONS FOR BILLS NOT UNDER DC PLEASE FOLLOW AS MARKED "X"

1 RELEASE DOCUMENTS AGAINST PAYMENT

11 ACCEPTANCE/PAYMENT MAY AWAIT ARRVAL OF CARRYING VESSEL

2 RELEASE DOCUMENTS AGAINST ACCEPTANCE

12 COLLECT CHARGES OF COLLECTING BANK FROM THE DRAWEE

13 DEDUCT CHARGES OF COLLECTING BANK FROM THE PROCEEDS

3 PROTEST FOR NON-PAYMENT AND/OR NON-ACCEPTANCE

NOTE:IF NO INSTRUCTIONS ARE GIVEN REGARDING PROTEST THE BANK WILL ASSUME THAT NON-PROTEST IS REQUIRED.

4 DO NOT PROTEST

5 CABLE ADVICE OF NON-PAYMENT AND/OR NON-ACCEPTANCE

14 COLLECT INTEREST@.....%P.A. FROM DRAWEE FROM DATE OFUNTIL DATE OF

6 AIRMAIL

7 STORE AND INSURE GOODS IN CASE OF DISHONOUR FOR OUR A/C

8 IN CASE OF NEED REFER TO:

15 WAIVE INTEREST AND/OR COLLECTION CHARGES IF REFUSED

16 DO NOT WAIVE

WHO WILL ASSIST YOU TO OBTAIN PAYMENT/ACCEPTANCE BUT WHO HAS NO AUTHORITY TO AMEND THE TERMS OF THE BILL

PLEASE MARK NUMBER OF DOCUMENTS ATTACHED.	
DRAFT	INSURANCE POLICY/CERTIFICATE
COMMERCIAL INVOICE	BILLS OF LADING
CUSTOMS INVOICE	AIRWAYBILL
CERTIFICATE OF QUALITY/QUANTITY	CARGO RECEIPT
CERTIFICATE OF ORIGIN	PACKING/WEIGHT LIST
BENEFICIARY CERTIFICATE	CABLE COPY

9 PLEASE PRESENT DOCUMENTS THROUGH THE FOLLOWING COLLECTING BANK:

OTHER INSTRUCTIONS:

PLEASE SEND DOCUMENTS BY:.....AT OUR EXPENSES.

10 DOCUMENTS MAY BE RELEASED AGAINST PROVISIONAL PAYMENT IN LOCAL CURRENCY PROVIDED THE DRAWEES GIVE THEIR UNDERTAKING TO PAY ANY DIFFERENCE ARISING FROM EXCHANGE RATE FLUCTUATIONS BETWEEN PAYMENT DATE AND DATE OF FINAL REMITTANCE.

YOU ARE REQUESTED TO NEGOTIATE/DISCOUNT THE RELATIVE DOCUMENTS EVEN IF THEY ARE NOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CREDIT, THE UCP RULES AND INTERNATIONAL STANDARD BANKING PRACTICE. WE HEREBY UNDERTAKE TO INDEMNIFY YOU FOR WHATEVER LOSS AND/ OR DAMAGES THAT YOU MAY SUSTAIN DUE TO YOUR SO DOING. WE HEREBY AUTHORIZE YOU TO DEBIT OUR ACCOUNT(S) FOR WHATEVER MONEY(S) PAYABLE TO YOU UNDER THIS TRANSACTION.

UNDER FORWARD CONTRACT NO.

BILL AMOUNT:

UNDER PACKING LOAN NO.

UNDER BACK-TO-BACK CREDIT NO.

UNDER TRANSFER LC NO.

BANK USE ONLY

S.V. _____ Authorized Signature(s) and Chop

IN CASE OF QUERIES, PLEASE CONTACT OUR

*Mr./Miss./Mrs. / Tel.No.

DATE: AM/PM

*PLEASE DELETE AS APPROPRIATE

Terms and Conditions

1. We agree that: -
 - a) Notwithstanding my/our instruction not to protest the bill you retain recourse on me/us in the event of dishonour.
 - b) Where authority has been given in instruction 10 to release documents against payment in local currency, we hold ourselves responsible for the full amount of the bill being remitted, and we will refund to you any shortfall on demand if the full amount is not remitted to you within a period considered by you to be reasonable.
 - c) You will not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
 - d) You will not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.
 - e) You will not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.
2. In consideration of your advance or negotiation of our documentary drafts 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.
3. In consideration of your handling this advance, negotiation or collection at our request, we agree to indemnify you and keep you indemnified at all times against all liabilities which you may incur or sustain by reason of your so doing and to provide you with funds with which to meet payments made by you or your agent together with all interests, commission, charges, disbursements and expenses of whatsoever nature, due to or incurred, or defrayed by you and/or your officers and agent in relation to this advance, negotiation or collection, and we authorize you to debit our account with you with all monies for which you may be or become liable to pay hereunder as aforesaid and we confirm that you shall not be under any obligation to give us any notice of such debit before the same is made.
4. We further agree that your bank assumes no responsibility for the authenticity or genuineness of documents delivered to your bank, nor for the quantity, quality, condition, genuineness, identity, title or delivery of the goods to which the documents relate.
5. Collections are subject to the Uniform Rules for Collections as published by International Chamber of Commerce, which are in effect on the date of issue.
6. Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits as published by International Chamber of Commerce, which are in effect on the date of issue.
7. The Bank has full authority (but no obligation) at its discretion to store and insure the goods at our risk and cost.