

致：汇丰银行(中国)有限公司
中国

_____分行

贸易筹资一般性协议

1. 定义

- “**授权人**”指客户授权就一笔或多笔融资向银行发出指示的人士，该人士由客户按照银行要求的方式不时通知银行；
- “**银行**”指汇丰银行（中国）有限公司（办公地址见附件）及其继承人和受让人，（如果文义允许）包括银行按照第9(a)条任命的任何人士；
- “**客户**”指附件中列明姓名/名称及地址的人士；
- “**跟单信用证**”指银行应客户要求或为客户开立或保兑的跟单信用证以及银行对开立该等信用证的任何承诺，包括应客户要求而展期或修订后的任何该等信用证或承诺；
- “**文件**”指与货物及/或产品有关的一切付款票据、所有权凭证、运输文件、保险单及其他文件，该等货物及/或文件（无论是为保管目的或任何其他原因，亦无论是否在银行业务正常过程中）记载于银行名下、或为银行所拥有或控制、或为银行所持有或按银行指示而持有；
- “**外汇汇率**”指由银行决定在有关外汇兑换市场上当时所用的、将一种货币兑换成另一种货币的比率，银行此种决定为终局性决定并对客户具有约束力；
- “**融资**”指银行以放款、开立跟单信用证、开立船运担保或其他与货物有关的方式向客户、或应客户要求而向任何其他人士提供或继续提供的一笔或多笔融资；
- “**货物**”指与文件有关的货物及/或产品；
- “**人士**”指包括个人、企业、公司、法人及不具法人资格的团体；
- “**接受法律令状代理人**”指附件中列明其姓名/名称及中国地址的人士(如有)；及
- “**担保款项**”指(i)客户在任何时候、以任何身份、单独或与其他任何人共同地欠偿银行的任何币种的全部应付款项（无论实际或者或有），(ii)（无论是在任何要求或判决之前或之后）按客户应付的利率（或若非因任何限制支付的情况而原本由客户应付的利率）计收的该等款项至银行收到付款之日止产生的利息，(iii)因客户未能如期付款而由银行代客户支付(但银行并无任何义务代为支付)本协议项下的任何款项而产生的任何费用，以及(iv)银行为完善及执行本协议下银行权利而产生的全部费用。

2. 适用范围

- 2.01 本协议适用于银行自主决定同意按银行认为适当的金额及方式提供的任何融资。
- 2.02 本协议所列的条款和条件受制于银行可能规定的、与任何个别跟单信用证或任何特定融资有关的其他条款和条件。
- 2.03 每一跟单信用证受制于当时有效的国际商会“跟单信用证统一惯例”。
- 2.04 若本协议与任何届时有有效的国际商会“跟单信用证统一惯例”及/或国际商会“托收规则”不一致，则以本协议为准。

3. 进口跟单信用证

- 3.01 银行被授权根据跟单信用证条款承付每一信用证项下的相符交单。
- 3.02 银行可将任何跟单信用证项下的议付限于在银行的办事处或在银行所选择的任何代理银行或代理机构进行。在此情况下，银行有权对以或声称以任何该等办事处、代理银行或代理机构为受票人的所有文件作出承兑及支付。
- 3.03 客户将不迟于到期日向银行支付与任何跟单信用证项下到期的款项金额相等的一笔款项。

4. 出口文件

- 4.01 如果银行已经对跟单信用证加具保兑，但因任何人的欺诈行为或被指控的欺诈行为或其他影响跟单信用证的非法行为而导致银行未获付款，银行对于客户享有完全的追索权。
- 4.02 受制于第4.01款的规定，除非银行已经对跟单信用证加具保兑，对于银行已经议付或者背书的票据，无论该等票据是否在跟单信用证项下签发的，只要票据在到期日未获承付或者偿付，客户应在票据到期日之前向银行支付相当于票据到期款项的金额。如果银行在到期日未无条件获得足额付款，视为未获偿付。

- 4.03 对于任何票据（无论是否在跟单信用证项下签发），银行被授权酌情按银行认为合适的条件：
- (a) 承兑，及/或有条件地承兑，及/或将付款到期日展期；
 - (b) 在到期日之前以折扣或贴现方式接受付款人或承兑人的付款；
 - (c) 在到期日之前接受部分付款并按比例将货物交付给票据付款人或承兑人或货物收货人；
 - (d) 应付款人的要求，延迟提示任何票据要求付款或承兑，该延迟不影响客户就该等票据对银行承担的责任；
 - (e) 提出诉讼或采取步骤向任何票据的承兑人或背书人追回该票据项下到期的任何款项，而不管银行是否已从客户的账户借记该等票据款项。

4.04 一经银行要求，客户还将偿还银行就任何经提交而未被适当接受或未向银行适当支付款项的任何文件所作出的放款。

5. 托收

5.01 如果银行被要求进行托收，银行有权以银行托收及收到有关票据、汇票或文件项下的全部付款为条件进行托收服务。

5.02 如果银行未托收到款项，则一经银行要求，客户应向银行支付与该项服务有关的任何应付款项。

5.03 每一项托收均应受制于当时有效的国际商会“托收规则”。

6. 担保

6.01 作为提供融资的对价，银行对文件及货物拥有作为担保的质权，直至全部担保款项获得偿还或付清为止。

6.02 本项质权系继续性担保，是银行持有的任何其他担保以外所增加的担保，不受该等其他担保影响，并且尽管有该等其他担保，本质权仍可强制执行。对合并行使担保权利的任何限制不适用于本质权。

6.03 如果(i)任何文件的承兑或付款未得到履行，或者(ii)客户在到期时未能支付任何担保款项，或者违反本协议或与货物有关的信托收据的任何条款，或者(iii)客户或任何文件的付款人或承兑人不能或承认不能支付到期债务，或者遭受任何或类似的资不抵债、破产、清算程序，或者对其任何资产提出法律程序或强制执行，或者(iv)已采取或威胁采取行动，可能损害银行对文件及/或货物的权益/权利，或者(v)银行认为适宜于出售货物，银行即有权强制执行其质权，并且无须提出要求、发出通知、启动法律程序或采取其他任何与客户或其他人士有关的行动，可以在任何时间以银行认为合适的任何方式将全部或任何文件及货物变现、出售、议付或以其他方式处理。银行行使前述权利不受任何限制，免于任何索赔要求，并且银行无须对由于该等变现、出售、议付或处理而引起的损失负责。

6.04 客户在此将客户作为未收到货款的卖方可能拥有的任何权利转让予银行。

7. 交付质押货物

如果文件或货物交付给客户或按客户指示交付，客户应仅得将该等文件或货物以市值按正常贸易条件售卖或按银行所批准的其他方法处理。在此种情况下(无论于交货时是否签署一项信托收据)，文件、货物及收益须为银行的利益及完全按银行的指示而信托持有。所有该等收益应分开存放，并应于收到之后立即支付给银行。银行有权向任何人士要求及/或收取该等收益。

8. 承诺

8.01 客户承诺：

- (a) 客户应对文件及货物享有完全的所有权，除以银行为受益人的质权之外，该等文件及货物上不存在任何权利负担及索赔要求；
- (b) 客户将按银行可能要求的方式就货物的可保风险全额投保，并且经银行要求，将把银行在货物中的权益在有关保险单上做出背书，并指示承保人就任何损毁或损失直接向银行作出付款；
- (c) 客户将把其收到的有关货物的全部保险赔款支付给银行，并且在支付银行之前，客户将为银行利益而信托持有该等赔款；
- (d) 客户将以银行为受益人而对文件作出背书，将文件存放于银行或按银行指示存放，并于其档案中记录银行在文件及货物中的权益；
- (e) 客户将支付货物运输及仓储的全部费用及杂费；
- (f) 客户将通知银行其知晓的对任何买家购买货物能力有不利影响的任何事件；
- (g) 客户将使银行就文件及/或货物可能提供的任何担保、保赔及其他承诺迅速得到解除；

- (h) 除按银行指示或经银行事先书面同意之外，客户将不会、亦不会试图在文件及/或货物上设定权利负担，或转让、售卖、处理或以其他方式处置文件及/或货物；
- (i) 客户将把货物与客户或其他人士的任何其他财产分开；
- (j) 未经银行事先书面同意，客户将不允许对货物进行加工或改变；及
- (k) 客户不得采取任何可能损害货物价值及/或质权及本协议有效性的行动。

8.02 客户承诺，经银行要求：

- (a) 客户将向银行提供银行可能要求的与文件、货物及任何拟议的货物售卖有关的资料；
- (b) 客户将通知银行货物的所在地以及货物的情况、质量或数量的任何改变；以及
- (c) 客户将签署银行可能认为为行使本协议项下权力及权利而应当签署的文件，并根据银行的该要求采取行动。

9. 授权

客户授权银行：

- (a) 指定任何其他人士作为与融资有关的往来方、受托人或代理人，并且银行有权将本协议项下的权力转授权给该等人士；
- (b) 由客户承担费用，为补救客户违反本协议的行为而采取银行认为必需的步骤及作出银行认为必需的付款；
- (c) 于任何时间卸载、存储货物，安排货物的航运，并检查货物；
- (d) 将银行对文件及货物的权益告知任何其他人士；及
- (e) 在到期日或一经要求，按照银行就文件及/或货物可能已提供的任何跟单信用证、担保、保赔或其他承诺的规定立即付款。银行作出该等付款，无须通知客户或任何其他人士或取得客户或任何其他人士的进一步授权，无须查询任何文件、权利要求或要求的有效性或其他情况（无论客户提出任何争议），并且银行的该等付款对客户有约束力。

10. 责任限制与赔偿

10.01 银行无需对银行或任何其他人士有关文件或货物的任何作为、延迟作为或不作为或货物的情况、数量及价值向客户或任何其他人士负责，除非前述情形是因银行、其高级人员或雇员的过失或故意而发生的。

10.02 客户应就银行、银行高级职员及雇员因与文件及/或货物有关以及与行使本协议规定下的银行的权力及权利有关而使银行及其高级职员或雇员的任何一方可能蒙受的、任何责任、权利要求、费用及赔偿以及其中任何一方可能提出的或针对其中任何一方提出的全部法律诉讼或程序向银行、其高级职员及雇员做出赔偿，除非该等情况是由银行、其高级人员或雇员的过失或故意而引起的。

11. 客户的指示

11.01 银行有权按照授权人士有关融资、文件及货物的指示而行事。

11.02 银行可以酌情接受银行认为是发自授权人士的指示。如果银行善意地按该等指示行事，该等指示应对客户有约束力。银行无须为根据该指示行事而承担任何责任，无论该等指示是否由授权人士做出。银行没有义务核实发出上述指示的人士的身份。

12. 付款

12.01 就担保款项的全部或者部分，银行可以直接从客户开立于银行的任何账户中扣收。

12.02 客户应按银行规定向银行付款，不得附带任何抵销、反索偿、预扣或条件，但如果客户依据法律必须作出此类预扣，则客户的应付金额需增加，使银行实际收到的款项相当于在无须作出上述预扣时其应收到的款项。

12.03 客户向银行的付款所用货币应与有关债务所用的货币相同，或者如果经银行书面同意，客户可用另一种货币付款，如使用另一种货币付款，应按外汇汇率兑换该种货币。

12.04 除非且直至银行按本协议规定的货币收妥全部应付款项之时，按照任何判决、裁定或其他文件向银行支付本协议项下的任何款项均不能解除本协议规定的客户的付款责任，并且在进行任何此类付款时因按照外汇汇率兑换成本协议规定的货币而使得款项不足时，客户应承担该等不足部分金额。

12.05 付给银行的有关担保款项的任何金额，可以用来清偿担保款项，亦可以贷记入银行可能决定的帐户，以保留银行证明全部担保款项的权利。

12.06 如果付给银行的有关担保款项的任何款项因任何有关资不抵债、破产或清算的法律或出于任何其他原因应退还，银行应有权执行本协议，犹如此种款项从未支付给银行一样。

13. 抵销

银行在任何时候无需通知客户，银行就可使用客户享有的在银行或者任何第三方开立的任何账户余额，无论是否以客户的名义开立，并且/或抵消银行可能欠客户的任何其他债务以偿还担保款项。为此目的，银行有权在必要的情况下为使用该等账户的贷款余额以外汇汇率安排购汇。为抵消目的，银行的其他债务应相应地按照外汇汇率转换为担保款项的币种。

14. 留置权

银行有权对银行(无论是因保管或任何其他原因，且无论是否在银行业务的正常过程中)所拥有或控制的全部客户财产行使留置权，银行有权出售此类财产以清偿担保款项。

15. 客户账户

在任何时候，银行可以继续维持以客户名义已开立的任何帐户，并可以客户名义开立任何新帐户。与此类新帐户有关的任何交易、收款或付款均不得影响客户在本协议项下的责任。

16. 不弃权

银行根据本协议的规定而采取的任何作为或不作为不应影响银行在本协议项下的权利、权力及补救，亦不得影响对此种权利、权力或补救的任何进一步或其他方式的行使。

17. 转让

17.01 客户不得转让其在本协议下的任何权利或义务。银行可以向已受让全部或部分融资之人士转让银行在本协议项下的全部或部分权利。

17.02 在不影响前述规定及银行根据任何适用的法律或任何其他文件而享有的任何转让权的前提下，银行可以不经客户同意向汇丰集团拥有或控制50%以上股权的汇丰集团成员或银行的任何分行或支行转让其在本协议项下的任何和/或所有权利和义务。

18. 通讯

本协议项下的任何通知、要求或其他通讯应用书面形式按照客户在银行处登记的最新地址送发给客户，以及按附件载明的银行办事处或银行为此目的而通知客户的其他地址发送给银行，可以用专人递送、按地址交付、邮寄、传真或电传发出。送达客户的时间是，如用专人递送或按地址交付，送交时间应被视为送达时间，如按地址邮寄，邮寄次日应被视为送达时间，如用图文传真或电传，发出当日应被视为送达时间，如为向银行送交，则被视为在银行实际收到当日送达。

19. 可分割性

本协议的每一条款具有可分割性且明确区分于其他条款，如果一项或多项条款成为不合法、无效或不具执行力，其余条款的合法性、有效性及可执行性不应因此而受到影响或损害。

20. 管辖法律及管辖权

20.01 本协议受香港法律管辖并按香港法律解释。

20.02 客户同意接受香港法院的非专属司法管辖权，但本协议可以由任何具有司法管辖权的法院强制执行。

21. 协议正本

本协议以英文本为正本，中文本仅供参考。中英文如有冲突，应以英文本为准。

22. 接受法律令状代理人

如在附件中载明代客户接受法律令状的代理人，则向该代理人送交任何法律诉讼令状即构成对客户送达该法律令状。

23. 签署

本协议由客户于_____年_____月_____日签署。

24. 关联交易披露

敬请注意：香港《银行业条例》第83条以及中国银行业监督管理委员会《商业银行与内部人和股东关联交易管理办法》(“《银监会关联交易管理办法》”)对银行向与银行董事或雇员有关联的人士放款以及提供具有关联交易性质的融资设置了一些限制。在签署本协议之时，客户应告知银行，依照第83条的规定客户是否与银行的任何董事或雇员有任何形式的关联关系或客户是否是《银监会关联交易管理办法》所定义的“关联方”，且如果客户未作出上述通知，银行将假设客户无上述关联关系。如果客户在签署本协议之后发生上述关联关系，亦请客户立即向银行书面通知上述关系。

附件

银行办事处地址: _____

客户姓名/名称 _____ 地址 _____

接受法律令状代理人姓名/名称 _____ 地址 _____

授权签字人签署

见证人签署

姓名/名称

姓名/名称

办事处

办事处

证明文件

证明文件

To: **HSBC Bank (China) Company Limited**

China

_____ Branch

TRADE FINANCING GENERAL AGREEMENT

1. Definitions

“**Authorised Person(s)**” means the person(s) authorised by the Customer to give instructions to the Bank in connection with a Facility or Facilities as notified to the Bank from time to time in such manner as the Bank requires;

“**Bank**” means HSBC Bank (China) Company Limited at its office specified in the Schedule and its successors and assigns and, where the context permits, includes any person appointed by the Bank under Clause 9(a);

“**Customer**” means the person whose name and address are specified in the Schedule;

“**Documentary Credit**” means a documentary credit issued or confirmed by the Bank at the request or for the account of the Customer and any commitment by the Bank to issue such credit and also includes any such credit or commitment as extended or amended at the request of the Customer;

“**Documents**” means all bills, documents of title, transportation documents, insurance policies and other documents relating to goods and/or produce which goods and/or documents are in the name, possession or control of the Bank or held by or to the order of the Bank, whether for custody or any other reason and whether or not in the ordinary course of banking business;

“**Exchange Rate**” means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Customer;

“**Facility**” and “**Facilities**” mean such facility or facilities as the Bank may make or continue to make available to the Customer or to any other person at the request of the Customer by way of advances, the issue of a Documentary Credit, the issue of a shipping guarantee or otherwise in relation to Goods;

“**Goods**” means the goods and/or produce to which Documents relate;

“**person**” includes an individual, firm, company, corporation and an unincorporated body of persons;

“**Process Agent**” means the person, if any, whose name and China address are specified in the Schedule; and

“**Secured Moneys**” means (i) all moneys in any currency owing by the Customer to the Bank at any time, actually or contingently, in any capacity, alone or jointly with any other person, (ii) interest on such moneys (both before and after any demand or judgment) to the date on which the Bank receives payment, at the rates payable by the Customer or which would have been payable but for any circumstance which restricts payment, (iii) any expense of the Bank in making payment under this Agreement on behalf of the Customer (but without the Bank being under any obligation to do so) as a result of failure by the Customer to make such payment when due and (iv) all expenses of the Bank in perfecting or enforcing its rights under this Agreement.

2. Application

- 2.01** This Agreement shall apply to any facility which the Bank, at its discretion, may agree to make available to such extent and in such manner as the Bank thinks fit.
- 2.02** The terms and conditions in this Agreement shall be subject to such other terms and conditions which may be specified by the Bank in relation to any individual Documentary Credit and any particular Facility.
- 2.03** Each Documentary Credit shall be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect from time to time.
- 2.04** In the event of any conflict between this Agreement and the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect from time to time and/or the International Chamber of Commerce Rules for Collections as are in effect from time to time, this Agreement shall prevail.

3. Documentary Credit for Imports

- 3.01** The Bank is authorised to honour a complying presentation under each Documentary Credit in accordance with its terms.
- 3.02** The Bank may restrict negotiations under any Documentary Credit to its own offices or to any correspondent or agent of its choice and, in such a case, the Bank is authorised to accept and pay all documents drawn or purporting to be drawn on any such office, correspondent or agent.
- 3.03** The Customer will pay the Bank not later than the due date an amount equal to the amount due under any Documentary Credit.

4. Export Documents

- 4.01** If the Bank has confirmed the Documentary Credit, the Bank will have full recourse to the customer in the case of non-payment by reason of any, or alleged, fraud (on the part of any person) or other illegality affecting the Documentary Credit;
- 4.02** Unless, subject to clause 4.01, the Bank has confirmed the Documentary Credit, the Customer will pay the Bank not later than the due date an amount equal to the amount due under bills negotiated or endorsed by the Bank, whether or not drawn under a Documentary Credit, which are dishonoured or not paid on their due date. Non-payment shall be deemed to have occurred if the Bank has not received unconditionally the whole sum due.
- 4.03** The Bank is authorised, at its discretion and on such conditions as it thinks fit, in relation to any bill, whether or not drawn under a Documentary Credit:
- (a) to take conditional acceptances and/or acceptances for honour and/or to extend the due date for payment;
 - (b) to accept payment from the drawees or acceptors before maturity under rebate or discount;
 - (c) to accept part payment before maturity and to deliver a proportionate part of the Goods to the drawees or acceptors of the bills or the consignees of the Goods;

- (d) at the request of the drawees, to delay presentation of any bill for payment or acceptance without affecting the liability of the Customer to the Bank in respect of such bill;
- (e) to institute proceedings and to take steps for the recovery from the acceptors or endorsers of any bill of any amount due in respect of such bill, despite the Bank having debited the account of Customer with the amount of such bill.

4.04 The Customer will also reimburse the Bank on demand for advances made against any documents which have not been duly taken up on presentation or in respect of which payment has not been duly made to the Bank.

5. Collections

5.01 If the Bank is requested to make a collection, the Bank is authorised to treat the service as subject to and conditional upon collection and receipt by the Bank of full payment of the relevant bill, draft or document.

5.02 In the absence of such collection and receipt by the Bank, the Customer will reimburse the Bank, on demand, for any amount due in respect of such service.

5.03 Each collection shall be subject to the International Chamber of Commerce Rules for Collections as are in effect from time to time.

6. Security

6.01 In consideration of the Facilities, the Bank shall have a pledge, by way of security, on the Documents and the Goods until all the Secured Moneys have been paid or discharged.

6.02 The pledge shall be a continuing security, in addition to, not affected by and enforceable despite the existence of any other security held by the Bank. Any restriction on the right of consolidating securities shall not apply to the pledge.

6.03 If (i) there is a default in acceptance or payment of any Document or (ii) the Customer has failed to pay any of the Secured Moneys when due or is in default under any of the terms of this Agreement or a trust receipt relating to Goods or (iii) the Customer or any drawee or acceptor of a Document is unable or admits to being unable to pay its debts as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy, liquidation or if legal process is levied or enforced against any of its assets or (iv) any action is threatened or taken which might prejudice the Bank's interest in and rights against the Documents and/or the Goods or (v) the Bank considers it desirable to sell the Goods, the Bank shall be entitled to enforce its pledge and may, without demand, notice, legal process or any other action with respect to the Customer or any other person, realise, sell, negotiate or otherwise dispose of all or some of the Documents and the Goods, at any time and in any way which it deems expedient, free from any restrictions and claims and the Bank shall not be liable for any loss arising out of such realisation, sale, negotiation or disposal.

6.04 The Customer hereby assigns to the Bank any rights which the Customer may have as the unpaid seller of Goods.

7. Release of Pledged Goods

If Documents or Goods are released to the Customer or to its order, they shall be held by the Customer exclusively for the purpose of their sale or other disposition approved by the Bank on normal trade terms at market value and, in such event (whether or not a trust receipt is signed on delivery), the Documents, Goods and the proceeds shall be held

on trust for the Bank and solely to its order. All such proceeds shall be kept separate, shall be paid to the Bank immediately upon receipt and the Bank is authorised to demand and/or receive such proceeds from any person.

8. Undertakings

8.01 The Customer undertakes that:

- (a) the Documents and the Goods shall be in the sole beneficial ownership of the Customer, free from encumbrances and claims, except for the pledge in favour of the Bank;
- (b) it will insure the Goods for their full value against all insurable risks in such manner as the Bank may require and, if so requested by the Bank, will arrange for the Bank's interest in the Goods to be endorsed on the relevant policy and direct the insurer to make payment direct to the Bank in respect of any damage or loss;
- (c) it will make payment to the Bank of all insurance proceeds received by it in respect of Goods and, pending payment, will hold such proceeds on trust for the Bank;
- (d) it will endorse the Documents in favour of the Bank, deposit the Documents with the Bank or to its order and note in its records the interest of the Bank in the Documents and the Goods;
- (e) it will pay all costs of and incidental to the transportation and storage of the Goods;
- (f) it will inform the Bank of any event of which it becomes aware which can adversely affect the ability of a buyer to complete the purchase of Goods;
- (g) it will procure the prompt release of the Bank from any guarantee, indemnity or other commitment which the Bank may have provided in respect of Documents and/or Goods;
- (h) it will not nor attempt to encumber, transfer, sell, dispose of or otherwise deal with the Documents and/or the Goods except as directed by or with the prior written consent of the Bank;
- (i) it will keep the Goods separate from any other property of the Customer or other persons;
- (j) it will not permit Goods to be processed or altered without the prior written consent of the Bank;
- (k) it will not take any action which might prejudice the value of the Goods and/or the effectiveness of the pledge and this Agreement.

8.02 The Customer undertakes that, at the request of the Bank, it will:

- (a) provide the Bank with such information concerning the Documents and the Goods and any proposed sale of Goods as the Bank may require;
- (b) keep the Bank informed of the whereabouts of the Goods and of any change in the condition, quality or quantity of the Goods; and
- (c) execute such documents and perform such acts as the Bank may consider expedient in connection with the exercise of its powers and rights under this Agreement.

9. Authorisations

The Customer authorises the Bank:

- (a) to appoint any other person as its correspondent, nominee or agent in connection with the Facilities and the Bank may delegate any of its powers under this Agreement to such person;
- (b) to take such steps and to make such payments as it considers necessary, at the cost of the Customer, to remedy any default by the Customer in compliance with any of its obligations under this Agreement;
- (c) to land and store Goods and to arrange for their shipment and to inspect the Goods at any time;
- (d) to notify any other person of its interest in the Documents and the Goods; and
- (e) to make payment immediately when due or on demand under any Documentary Credit, guarantee, indemnity or other commitment which the Bank may have provided in respect of Documents and/or Goods without reference to or further authority from the Customer or any other person, without enquiry as to the validity or otherwise of any document, claim or demand (irrespective of any dispute by the Customer) and payment by the Bank shall be binding on the Customer.

10. Limitation on Liability and Indemnity

10.01 The Bank shall not be liable to the Customer or any other person for any act, delay or failure to act, on the part of the Bank or any other person, in respect of the Documents or the Goods or otherwise for the condition, quantity or value of the Goods unless due to the negligence or wilful default of the Bank, its officers or employees.

10.02 The Customer shall indemnify the Bank, its officers and employees against all liabilities, claims, costs and damages of any kind which may be incurred by any of them and all actions or proceedings which may be brought by or against them in connection with the Documents and/or the Goods and the exercise of the powers and rights of the Bank under this Agreement, unless due to the negligence or wilful default of the Bank, its officers or employees.

11. Customer's Instructions

11.01 The Bank is authorised to act on the instructions of the Authorised Person(s) concerning the Facilities, the Documents and the Goods.

11.02 The Bank may, at its discretion, accept instructions believed by it to have emanated from the Authorised Person(s) and if it acts in good faith on such instructions, such instructions shall be binding on the Customer and the Bank shall not be liable for doing so, whether or not the instructions were given by the Authorised Person(s) and the Bank shall not be under any duty to verify the identity of the person(s) giving those instructions.

12. Payments

12.01 The Bank may debit to any account of the Customer with the Bank, the whole or any part of the Secured Moneys.

12.02 Payments by the Customer shall be made to the Bank as specified by the Bank without any set-off, counterclaim, withholding or condition of any kind except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding

- 12.03** Payment by the Customer to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate.
- 12.04** No payment to the Bank under this Agreement pursuant to any judgment, court order or otherwise shall discharge the obligation of the Customer in respect of which it was made unless and until payment in full has been received in the currency in which it is payable under this Agreement and, to the extent that the amount of any such payment shall, on actual conversion into such currency, at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Customer shall be liable for the shortfall.
- 12.05** Any moneys paid to the Bank in respect of the Secured Moneys may be applied in or towards satisfaction of the same or placed to the credit of such account as the Bank may determine with a view to preserving its rights to prove for the whole of the Secured Moneys.
- 12.06** If any moneys paid to the Bank in respect of the Secured Moneys are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to enforce this Agreement as if such moneys had not been paid.

13. Set-off

The Bank may at any time and without notice apply any credit balance to which the customer is entitled on any account whether or not in the Customer's name with the Bank or any other party and/or set-off any other obligation that the Bank may owe to the Customer in or towards satisfaction of the Secured Moneys. For this purpose, the Bank is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect such application with the moneys standing to the credit of such account. Any other obligation of the Bank shall be similarly converted at the Exchange Rate to the relevant currency of the Secured Moneys for the purposes of such set-off.

14. Lien

The Bank is authorised to exercise a lien over all property of the Customer coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy the Secured Moneys.

15. Customer's Accounts

The Bank may, at any time, continue any existing account and open any new account in the name of the Customer and no subsequent transactions, receipts or payments involving such new accounts shall affect the liability of the Customer hereunder.

16. No Waiver

No act or omission by the Bank pursuant to this Agreement shall affect its rights, powers and remedies hereunder or any further or other exercise of such rights, powers or remedies.

17. Assignment

- 17.01** The Customer may not assign or transfer any of its rights or obligations under this Agreement. The Bank may assign any of its rights to a person in whose favour it has made an assignment of all or any of the Facilities.

17.02 Without prejudice to the foregoing and any right of assignment enjoyed by the Bank under any applicable law or any other documents, the Bank may, without the Customer' consent, assign any and/or all of its rights and obligations hereunder to any HSBC Group member(s) that are/is more than 50% owned or controlled by HSBC Group or to any branch or sub-branch of the Bank.

18. Communications

Any notice, demand or other communication under this Agreement shall be in writing addressed to the Customer at the last address registered with the Bank and addressed to the Bank at its office specified in the Schedule or such other address as the Bank may notify to the Customer for this purpose and may be delivered personally, by leaving it at such address, by post, facsimile transmission or telex and shall be deemed to have been delivered to the Customer at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of dispatch, if sent by facsimile transmission or telex, and to the Bank on the day of actual receipt.

19. Severability

Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

20. Governing Law and Jurisdiction

20.01 This Agreement is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region.

20.02 The Customer submits to the non-exclusive jurisdiction of the court of the Hong Kong Special Administrative Region but this Agreement may be enforced in any Courts of the competent jurisdiction.

21. Governing Version

This Agreement is executed in its English version which shall be the governing version. The Chinese version of this Agreement is only for reference purposes and in the event of any discrepancy between the English and the Chinese version, the English version shall prevail.

22. Process Agent

If a Process Agent is specified in the Schedule, service of any legal process on the Process Agent shall constitute service on the Customer.

23. Execution

This Agreement has been entered into by the Customer on _____.

24. Disclosure of Connected Transactions

Please note that Section 83 of the Hong Kong Banking Ordinance and the CBRC Administration Rules on Connected Transactions of Commercial Banks with Insiders and Shareholders (the "CBRC Rules on Connected Transactions") have imposed on the Bank certain limitations on extension of credits to persons related to the Bank's directors or employees or financing that are of the connected transaction nature. In signing the TFGA the Customer should advise us whether the Customer is in any way related to any of the Bank's directors or employees within the meaning of Section 83 or otherwise is a "connected party" defined in the CBRC Rules on Connected Transactions and in the absence of such advice the Bank will assume that the Customer is not so related. The Bank would also ask, should the Customer become so related subsequent to signing of this TFGA, that the Customer immediately advises the Bank in writing.

Schedule

Bank's Office _____

Customer _____ of _____

Process Agent _____ of _____

Signature of Authorized Person

Witness Signature

Name

Name

Office

Office

Identification

Identification

TRADE FINACING GENERALAGREEMENT