

跟单信用证项下无追索权出口票据贴现/福费廷融资申请
Application for Non-recourse Discounting / Forfaiting Financing of Exports DC Bills

致：恒生银行(中国)有限公司（「银行」）
To: Hang Seng Bank (China) Limited (the “Bank”)

日期

Date :

分行 Branch

我们在此申请下述跟单信用证项下签发的出口票据(下称“票据”)无追索权贴现/福费廷融资(下称“安排”):
We hereby apply for non-recourse discounting / forfaiting financing of exports bills (“the Bills”) drawn under the following DC (“the Arrangement”):

客户名称 Customer Name:		客户账户 Customer A/C:	
跟单信用证编号 DC No.:	跟单信用证金额 DC Amount:	票据币种和金额 Bill Currency and Amount:	
申请融资币种和金额 Financing Currency and Amount:	签发银行 Issued by: (下称“开证行”) (the “Issuing Bank”)		
期限 Tenor:	到期日期 Expiry Date:		

贴现/融资利率(年化单利) Discounting Interest Rate (Annualized Simple Rate):

i) 以下[] 项利率基准[加/ 减] [] 基点 (请在选择 b/c/d/e/f 项时填入拟适用的报价期限)

Below selected interest rate bench mark plus/minus the above bps (please fill in the applicable tenor when choosing b/c/d/e/f)

a. 1 年期 LPR (1Y LPR) b. [] SHIBOR c. [] 中债国债收益率(China National Bond yield)
d. [] 期限 SOFR 参考利率([] Term SOFR) e. [] HIBOR f. [] EURIBOR

注：如以上融资利率以LPR为利率基准的，其取值为[]年[]月[]日公布的[1]年期贷款市场报价利率（即LPR）。如本申请项下融资资金实际划付日LPR已更新，则适用紧随前述LPR公布日后新的一期LPR。
Remark: If the Loan Prime Rate (the “LPR”) is used for the above-mentioned interest rate, it shall be the LPR with the tenor of [One] year published on the above day. If the LPR has been updated on the actual transfer date of the financing amount under this application, the LPR published immediately after the foregoing LPR publish date shall be used.

或 or

ii) [] (仅适用外币融资，请填写具体利率数值 Only applicable for foreign currency, please fill in the specific value)

(以下适用于美元交易)

(Below terms are for USD transactions)

期限SOFR参考利率，就某笔美元融资而言，指：

- (a) 与所适用的报价期限相等的期间的期限SOFR屏幕利率；
(b) 如果上述第(a)项适用，但就相关报价期限没有可供使用的期限SOFR屏幕利率，则适用的期限SOFR参考利率应为与所适用的报价期限相等的期间的推算屏幕利率；
(c) 如果上述第(b)项适用，但就相关报价期限无法计算推算屏幕利率，则应采用与所适用的报价期限相等的期间的最近可供使用的期限SOFR屏幕利率，但该等利率对应的日期不得早于该等利率厘定之日的前三(3)个美元工作日；
(d) 如果上述第(c)项适用，但就相关报价期限没有最近可供使用的期限SOFR屏幕利率，则应采用与所适用的报价期限相等的期间的最近可供使用的推算屏幕利率，但该等利率对应的日期不得早于该等利率的厘定之日的前三(3)个美元工作日；
(e) 如果上述第(d)项适用，但就相关报价期限没有最近可供使用的推算屏幕利率，则适用的期限SOFR参考利率应为等于以下(i)项与(ii)项之和的年利率：

(i) 在贴现/融资日的营业结束时的中央银行利率；及

(ii) 适用的中央银行利率调整。

但若上述(a)至(e)项中的任何适用利率低于零，则期限SOFR参考利率应视为零。

“Term SOFR” means, in relation to a USD transaction,

(a) the Term SOFR Screen Rate for a period equal in length to the applicable tenor of that transaction;

(b) if paragraph (a) applies but no Term SOFR Screen Rate is available for the relevant applicable tenor, the applicable Term SOFR shall be the Interpolated Screen Rate for a period equal in length to the applicable tenor of that transaction;

(c) if paragraph (b) applies but it is not possible to calculate the Interpolated Screen Rate for the relevant applicable tenor, the most recently available Term SOFR Screen Rate for a period equal in length to the applicable tenor of that transaction shall be used, provided that such rate is as of a day which is no more than 3 Banking Days prior to the date when such rate is fixed;

(d) if paragraph (c) applies but no recently available Term SOFR Screen Rate is available for the relevant applicable tenor, the most recently available Interpolated Screen Rate for a period equal in length to the applicable tenor of that transaction shall be used, provided that such rate is as of a day which is no more than 3 Banking Days prior to the date when such rate is fixed;

(e) if paragraph (d) applies but no recently available Interpolated Screen Rate is available for the relevant applicable tenor, the applicable Term SOFR shall be the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate at close of business on the transaction day; and

(ii) the applicable Central Bank Rate Adjustment.

If the applicable Term SOFR in (a) to (e) is less than zero, that rate will be deemed to be zero.

期限SOFR屏幕利率：指由芝商所基准管理有限公司（CME Group Benchmark Administration Limited）在贴现/融资日的前两(2)个美元工作日(若该等日期与相关贷款市场的市场惯例不同，则相关日期将由银行根据该等市场的市场惯例进行确定)就与报价期限相当的期间所发布的期限SOFR参考利率。倘若如果芝商所基准管理有限公司停止发布该参考利率，银行可指定公布期限SOFR参考利率的其他渠道。

"Term SOFR Screen Rate" means the Term SOFR (secured overnight financing rate) reference rate published by the CME Group Benchmark Administration Limited for a period comparable to the applicable tenor on the day that is [two Banking Days] prior to the transaction day (unless market practice differs in the relevant loan market in which case the relevant day will be determined by the Bank in accordance with market practice in that market); provided that, if CME Group Benchmark Administration Limited ceases to publish such reference rate, the Bank may specify another source which publishes the Term SOFR reference rate.

屏幕利率：指期限SOFR屏幕利率或SOFR屏幕利率。

"Screen Rate" means the Term SOFR Screen Rate or the SOFR Screen Rate.

SOFR屏幕利率：指由纽约联邦储备银行（Federal Reserve Bank of New York（或接管该利率发布的任何其他人士）发布，并由纽约联邦储备银行（或接管该利率的管理的任何其他人士）管理的有担保隔夜融资利率。

"SOFR Screen Rate" means secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over publication of that rate).

推算屏幕利率：就某笔融资的期限SOFR参考利率而言，采用直线法基准在下列两者之间推算而得的利率：

(i) 短于该融资的报价期限的最长期间（该期间有可供使用的期限SOFR屏幕利率）所适用的SOFR屏幕利率（或，如果该融资的报价期限短于一个月，则为在银行为计算之目的而指定的某一天发布的SOFR屏幕利率）；及

(ii) 超逾该融资的报价期限的最短期间(该期间有适用的期限SOFR屏幕利率)所适用的期限SOFR屏幕利率。

“Interpolated Screen Rate” means, in relation to Term SOFR for a transaction, the rate which results from interpolating on a linear basis between:

(i) the applicable Term SOFR Screen Rate for the longest period (for which that Term SOFR Screen Rate is available) which is less than the relevant applicable tenor (or, if the relevant applicable tenor is less than one month, the SOFR Screen Rate published on the day selected by the Bank for the purposes of the calculation); and

(ii) the applicable Term SOFR Screen Rate for the shortest period (for which that Term SOFR Screen Rate is available) which exceeds the relevant applicable tenor.

中央银行利率：指由美国联邦公开市场委员会（US Federal Open Market Committee）确定并由纽约联邦储备银行不时发布的短期利率目标，或若该短期利率目标并非单个数值，以下两者的算术平均值：

(a) 由美国联邦公开市场委员会确定并由纽约联邦储备银行不时发布的短期利率目标区间的最高值；及

(b) 该短期利率目标区间的最低值。

“Central Bank Rate” means the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or if that target is not a single figure the arithmetic mean of:

(i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

中央银行利率调整：指由银行按照之前最近五个公布期限SOFR屏幕利率的美元工作日计算确定的以下两者的差值（以年利率百分比表示）的平均值：

(a) 该美元工作日的期限SOFR屏幕利率；和

(b) 该美元工作日的营业时间结束时现行有效的中央银行利率，

并且在计算该等平均值时应去掉差值中的最高值（或如有一个以上最高值的，则仅去除其中一个最高值）和最低值（或如有一个以上最低值的，则仅去除其中一个最低值）。

“Central Bank Rate Adjustment” means, in relation to any Banking Day, the mean of the spreads (expressed as a percentage rate per annum) over the five most immediately preceding Banking Days for which the SOFR Screen Rate has been published of:

(a) the SOFR Screen Rate for that Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that Banking Day,

as calculated by the Bank excluding the highest spread (and, if there is more than one highest spread, only one of those highest spreads) and lowest spread (or, if there is more than one lowest spread, only one of those lowest spreads).

美元工作日：指除纽约州的星期六、星期日及美国证券业与金融市场协会（Securities Industry and Financial Markets Association）（或任何继任组织）建议其成员的固定收益部门全天关闭交易美国政府证券之日以外的任何一日。

“Banking Day” means a day other than: (a) a Saturday or Sunday in the State of New York; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organization) recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in US Government securities.

(以下适用于人民币交易)

(Below terms are for RMB transactions)

贷款市场报价利率（LPR）指全国银行间同业拆借中心按照中国人民银行规定的频率计算并于贴现/融资日公布的或(如贴现/融资日没有公布的)贴现/融资日之前最新公布的，以年利率表示的人民币贷款市场报价利率（LPR）。若任何该等利率低于零，则LPR将视为零。倘若不存在有效的前述利率基准可以适用的，银行可以以届时的融资成本替代。

Loan Prime Rate(LPR) means, in respect of a transaction, the annual rate of the RMB loan market quotation rate (LPR) as latest published by the National Interbank Funding Center on or before (if not published on that transaction day) the transaction day. If the applicable LPR is less than zero, that rate will be deemed to be zero. If no valid LPR is applicable, the Bank may replace the LPR with its financing cost then.

SHIBOR指全国银行间同业拆借中心于贴现/融资日公布的、适用于报价期限的上海银行同业拆放利率。若任何该等利率低于零，则SHIBOR将视为零。倘若不存在有效的前述利率基准可以适用的，银行可以以届时的融资成本替代。

SHIBOR means, the Shanghai Interbank Offered Rate as latest promulgated by National Interbank Funding Center on the transaction day which is applicable to relevant applicable tenor. If the applicable SHIBOR is less than zero, that rate will be deemed to be zero. If no valid SHIBOR is applicable, the Bank can replace SHIBOR with its financing costs then.

中债国债收益率指就中央国债登记结算有限责任公司于贴现/融资日前一个工作日公布的、适用于报价期限的中债国债收益率。若任何该等利率低于零，则中债国债收益率将视为零。倘若不存在有效的前述利率基准可以适用的，银行可以以届时的融资成本替代。

China Bond National Debt Rate of Return means, rate of return of the China bond national debt as latest promulgated by China Central Depository & Clearing Co., Ltd. on the day that is [one business day] prior to the transaction day which is applicable to relevant applicable tenor. If the applicable China Bond National Debt Rate of Return is less than zero, that rate will be deemed to be zero. If no valid China Bond National Debt Rate of Return is applicable, the Bank can replace China Bond National Debt Rate of Return with its financing costs then.

(以下适用于港币交易)

(Below terms are for HKD transactions)

HIBOR，就某笔港币融资而言，指就所适用的报价期限在贴现/融资日所确定的下列利率：

(a) 在路透社屏幕的HKABHIBOR页面（或任何显示有关息率的路透社的替代页面）或替代路透社不时刊登有关息率的其他信息服务的适当页面上于香港时间上午11时显示的相关期间的香港银行同业拆息。倘若该协定的页面或服务已不再提供服务，银行可合理指定采用显示相关息率的其他页面或服务；或

(b) 倘若在相应的贴现/融资日不存在有效的HIBOR可以适用的，银行可以以届时的融资成本替代。

若任何上述利率低于零，则HIBOR将视为零。

HIBOR means, in relation to a HKD transaction, the following rates determined on the transaction day:

(a) the Hong Kong interbank offered rate for the relevant period displayed on page HKABHIBOR of the Reuters screen (or any replacement Reuters page which displays the rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters at 11am (Hong Kong Time). If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate;

(b) if no valid HIBOR is applicable, the Bank can replace HIBOR with its financing costs then.

If the applicable HIBOR is less than zero, that rate will be deemed to be zero.

(以下适用于欧元交易)

(Below terms are for EUR transactions)

EURIBOR, 就某笔欧元融资而言, 指就所适用的报价期限在贴现/融资日的前两个TARGET日确定的下列利率:

(a) 在汤森路透社屏幕的EURIBOR01页面 (或任何显示有关息率的汤森路透社替代页面) 或代替路透社不时刊登有关息率的其他信息服务的适当页面上于布鲁塞尔时间上午11时显示(未经管理人修正、重新计算或重新发布)、由欧洲货币市场协会 (或负责该息率管理的其他任何人士) 所管理的、相关期间的欧洲银行间市场同业拆息。倘若该协定的页面或服务已不再提供服务, 银行可合理指定采用显示相关息率的其他页面或服务;

(b) 倘若在相应的贴现/融资日不存在有效的EURIBOR可以适用的, 银行可以以届时的融资成本替代。

若任何上述利率低于零, 则EURIBOR将视为零。

“TARGET日” 指由T2(即欧元体系(Eurosystem)或其继任体系运营的实时全额清算系统)提供欧元支付结算之日。

EURIBOR means, in relation to a EUR transaction, the following rates determined on the [two TARGET Day] prior to the transaction day:

(a) the euro interbank offered rate for the relevant period, determined by European Monetary Market Association (or any other Person who takes over the administration of that rate), displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters at 11am (Brussels Time). If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate;

(b) if no valid EURIBOR is applicable, the Bank can replace EURIBOR with its financing costs then.

If the applicable EURIBOR is less than zero, that rate will be deemed to be zero.

“TARGET Day” means any day on which T2 (being the real time gross settlement system operated by the Eurosystem, or any successor system) is open for the settlement of payments in euro.

☐ 此处附上正本跟单信用证及其修改(如有) Original DC and DC amendments (if any) are attached herewith.

☐ 正本跟单信用证及其修改(如有)由银行保管 Original DC and DC amendments (if any) are held in your custody.

☐ 其他指令, 如有 Other instructions, if any:

基于银行将向我们提供安排, 我们特此确认并同意如下条款:

In consideration of the Bank making available to us the Arrangement, we hereby confirm and agree that:

- 我们向银行提交并存放上述信用证(下称“信用证”)正本、开证行签发的任何其他相关操作文件及其修改,
We shall surrender and lodge with the Bank the original of the letter of credit as mentioned above (“the DC”), any other relevant operative documents and amendment(s) issued by the Issuing Bank,
- 我们未同意或拒绝对信用证作任何修改, 且未得银行事先书面同意, 我们将不会同意或拒绝修改信用证,
We have not agreed to or rejected and will not agree to or reject any amendments to the DC without the Bank’s prior written consent,
- 我们仅通过银行提示信用证项下提及的相关单据, 若我们未能提示, 银行将无义务贴现票据,
We shall present the relevant documents as mentioned under the DC only through the Bank, and the Bank shall be under no obligation to discount the Bills if we fail to do so,
- 未得银行事先书面同意, 我们不会/也将不会在任何时间向任何其他人士披露(法律强制要求除外)本申请的存在或本申请的任何条款,
We have not disclosed and will not at any time disclose (save under compulsion of law) the existence of this application or any of its provisions to any other person without the Bank’s prior written consent,
- 我们确认, 作为信用证开证行指定议付行/延期付款行/承兑行, 银行在买入了上述票据/单据后将取得该票据/单据项下的所有权利。我们, 作为唯一的合法和受益所有人, 无条件及不可撤销地向银行转让及同意转让我们在信用证及所有相关单据、货物、保险和/或任何前述收益项下的所有权利、所有权、权益及利益和要求支付的权利主张, 并使之未设定任何财产负担, 以使银行可以将我们排除在外地唯一和绝对地对该等权利、所有权、权益及利益和权利主张享有权利。我们进一步同意, 根据银行的合理要求(包括, 如适用, 则以我们名义向开证行或任何其他相关方提出主张或提起法律程序), 针对该等转让和银行对任何方就信用证、任何相关文件、货物和/或保险提起权利主张相关事宜, 签署任何文件(包括背书汇票或其他票据)、采取所有措施及提供一切协助, 但银行应补偿我们实际产生的所有直接和合理的支出。我们未同意也将不会在任何时候同意向银行以外的任何其他人转让、设定任何财产负担或以其他方式处分我们在跟单信用证下或任何相关文件、货物、保险或任何前述收益项下的任何权利、所有权、权益、利益和权利主张。一经银行要求, 我们将以银行要求的格式向开证行发出转让通知(并向银行提交经核真实之副本)。我们将不采取任何可能影响本第5条转让效力的行为,

We acknowledge that as the negotiation/defer payment/acceptance bank nominated by the Issuing Bank, once your bank purchases the above bills/ documents, all the rights under the bills/ documents will be assigned to your good bank thereafter. We, as sole legal and beneficial owner, unconditionally and irrevocably transfer and/or assign and agree to transfer and/or assign absolutely to the Bank all our rights, title, benefits and interests in, and claims for payment under, the DC and all related documents, goods and insurances and/or in all the proceeds of any of the above free from all encumbrances, to the

effect that the Bank shall be solely and absolutely entitled to such rights, title, benefits, interests and claims to the exclusion of us. We further agree to execute any documents (including the endorsement of drafts or other instruments) and to take all steps and provide all assistance as the Bank may reasonably request (including, if applicable, the making of demand and taking of legal proceedings in our name against the Issuing Bank or any other relevant person) in connection with such transfer or assignment and any claim by the Bank against any person in respect of the DC, any related documents, goods and insurances, subject to us being indemnified by the Bank against all direct and reasonable costs actually incurred. We have not agreed and will not at any time agree to transfer, assign, create any encumbrance or otherwise deal with any of our rights, title, benefits, interests and claims in or under the DC or any related documents, goods or insurances, or in the proceeds of any of the above, to any person other than the Bank. We shall, upon the request of the Bank, issue notice(s) of assignment to the Issuing Bank substantially in the form requested by the Bank (with a certified copy to the Bank). We shall not take any action which may prejudice the effectiveness of the assignment in this Clause 5,

6. 我们未同意, 且将不会在任何时候同意转让或以其他方式处分我们就银行贴现承诺(如有)或其任何款项享有的权利, 且银行贴现承诺(如有)仅为我们利益作出。银行无需通知或经我们同意, 即可自行决定转让全部或部分与安排、信用证或根据信用证项下任何票据和/或任何根据信用证条款应支付的款项相关的权利, 或将其进行风险参与, We have not agreed and will not at any time agree to transfer, assign or otherwise deal with any of our rights in respect of the Bank's commitment (if any) to discount or in any of its proceeds, and the Bank's commitment (if any) to discount shall be in our exclusive favour. The Bank may assign any of its rights whether wholly or in part in connection with the Arrangement, the DC, any Bills and/or any amounts expressed to be payable under the terms of the DC without notice to or consent from us,
7. 我们将严格按照信用证条款, 履行信用证有关的义务, 主张信用证下的权利, We shall perform my/our obligations in respect of the DC and make all claims under the DC in strict compliance with the provisions of the DC,
8. 若我们未遵守银行据以作出安排的此处的任何条款或任何其他文件内的条款, 银行将不承担任何形式的贴现承诺义务(如有), the Bank shall have no liability of any kind under its commitment (if any) to discount if any of the provisions herein or of any other document subject to which the Bank make available the Arrangement are not observed by us,
9. 若自信用证相关货物装船日起 30 天内, 银行未能从开证行收到其证实已经承兑和到期日的通知, 银行将不承担任何形式的贴现承诺义务(如有), the Bank shall have no liability of any kind under its commitment (if any) to discount if the Bank does not receive the authenticated advice of acceptance and maturity date from the Issuing Bank within 30 days from the shipment date in respect of the goods to which the DC relates,
10. 我们将承担任何税务机关征收的涉及安排的所有税收、关税、征收或负担。银行有权直接借记我们下列帐户, 以结算由本申请引起的或与本申请有关的银行费用、税收、关税、征收和负担, 如有, We shall be responsible for all taxes, duties, levies or imposts levied by any applicable tax authority in relation to the Arrangement. The Bank is authorized to debit our account specified below for the settlement of the bank charges, taxes, duties, levies and imposts, if any, arising from or in connection with this application,
11. 银行经不时修改的标准贸易条款("标准贸易条款")应被包含在本申请中构成本申请的一部分, 如同标准贸易条款已被完整地载于本申请中。(除非本申请中另有定义)本申请中使用的术语应具有标准贸易条款所规定的相应含义。标准贸易条款中定义的“融资”和“贸易服务”应包括福费廷。我们确认已通过<https://www.hangseng.com.cn/1/2/stt-chi>取得、阅读并理解标准贸易条款, 并同意本申请包含标准贸易条款且标准贸易条款适用于本申请; The bank's Standard Trade Terms, as amended from time to time, (the "Standard Trade Terms") are incorporated into this application and form part of it as though they were set out in full in this application. Terms defined in the Standard Trade Terms have the same meanings when used in this application (unless they are otherwise defined in this application). "Finance" and "Trade Service", as defined in the Standard Trade Terms, include forfaiting. We confirm that we have accessed, read and understood the Standard Trade Terms through <https://www.hangseng.com.cn/1/2/stt-chi>, and agree that this application incorporates the Standard Trade Terms and the Standard Trade Terms apply to this application.
12. 我们承诺本申请和安排项下的融资款项不会被用于任何所适用的法律法规禁止的用途, 包括但不限于不会将融资款项回流至信用证开证申请人、不会用于股本权益性投资、转贷或购买其他金融产品、房地产市场, 不会在证券市场、期货市场及其他类似领域进行投资或投机经营。 We promise to comply with the requirements of all applicable laws and regulations in relation to the utilization of the financing amount under this application. The proceeds under this application and the Arrangement will not be returned to the DC applicant. It will not be used in equity investment, re-finance or purchase of other financial products, real estate markets, or investment or speculation in stock market, future market or other similar markets.
13. 本申请规定及所附的条款和条件应适用中华人民共和国法律并按其解释。因履行本申请而引起或与之相关的争议, 如不能通过协商解决, 应向本申请首页规定的分行所在地有管辖权的法院起诉。本条规定不限制银行向其他有管辖权的法院起诉我们的权利。本申请及所附的条款和条件以中英两种文字制作, 若有任何差异, 以中文为准。 The terms and conditions specified in or accompanying this application shall be governed by and construed in accordance with the laws of PRC. Any dispute arising from the performance of this application or in connection with it, when can not be resolved by negotiation, shall be submitted to the court of competent jurisdiction in the place of the Branch provided in the first page of this application. Nothing in this clause shall limit the right of the Bank to take proceedings against us in any other court of competent jurisdiction. This application and accompanying the terms and conditions are prepared in both

English and Chinese Language. In the event of any conflict or discrepancy between two versions, the Chinese version shall prevail.

S.V

授权人签字及盖章
Authorized Signature(s) and Chop

借记账户号码(如适用) A/C No. to be debited (if applicable)
联系人姓名 Name of Contact Person
联系电话 Contact Telephone No.
传真号码 Fax No.

银行填写 For Bank Use Only			
银行编码 Bank Reference:	保管人 Captured by:	核准人 Approved by:	日期 Date:

跟单信用证项下无追索权出口票据贴现/福费廷融资申请的其他条款和条件

OTHER TERMS & CONDITIONS FOR APPLICATION FOR NON-RECOURSE DISCOUNTING / FORFAITING FINANCING OF EXPORTS DC BILLS

1. 尽管安排具有无追索性质，但在如下情况发生时，银行仍有权立刻向我/我们追索：
- (a) 因以下原因开证行没有义务向银行支付相关票据项下或信用证条款规定应付的款项(或如该付款有延迟)：
- (i) 票据被声称或实际无效或不可执行(无论是否由于欺诈、非法、非授权行为或类似原因引起)；
- (ii) 任何禁令或其他法院判令阻止该等支付(无论之后是否被撤销)；或
- (b) 我/我们就信用证或票据或信用证或票据下的权利、所有权、权益、利益或权利主张向银行所作的任何保证或陈述是或变得不真实或具有误导性。
- 则我/我们将相应地向银行补偿银行支付予我/我们的款项、银行因该等未支付所产生或遭受的一切损失或损害，以及利息，利息按照银行支付给我/我们相关款项日或银行产生或遭受该等损失或损害日起，视情况而定，银行不时确定的利率计算。为银行利益，我/我们不可撤销及无条件放弃要求拒付通知、标注或抗辩任何单据或票据或与之相关的要求。所有票据、信用证及相关权利的追索权将属于银行直至银行从我/我们处获取全部补偿。
- Notwithstanding the non-recourse nature of the Arrangement, the Bank will have the right of immediate recourse to me/us if:
- (a) the Issuing Bank is not obliged to pay to the Bank any amount(s) under a relevant Bill or expressed to be payable under the terms of the DC (or if there is delay in any such payment) as a result of:
- (i) any alleged or actual invalidity or unenforceability of the Bill (whether arising out of fraud, illegality, unauthorised act or the like);
- (ii) any injunction or other court order preventing such payment (whether or not subsequently discharged); or
- (b) any warranty or representation given by me/us to the Bank in relation to the DC or the Bill or my/our rights, title, benefits, interests or claims in or under the DC or the Bill is or becomes untrue or misleading,
- and I/we shall reimburse the Bank accordingly for any amount paid to me/us by the Bank, and for any loss or damage incurred or suffered by the Bank as a result of non-payment, together with interest at the interest rate to be determined by the Bank from time to time from the date on which the Bank pays the relevant amount to me/us or the date upon which the Bank incurs or suffers such loss or damage, as the case may be. I/We irrevocably and unconditionally waive in favour of the Bank any requirements of or in connection with notice of dishonor, noting or protesting of any of the documents or instruments. All Bills, the DC and all associated rights subject to recourse shall remain vested in the Bank until the Bank has received full reimbursement from me/us.
2. 我/我们在此确认，银行已得到我/我们许可，可以在向我/我们的账户贷记信用证或任何票据款项时或之前扣除我们就安排应付的贴现费或其他利息、费用、收费、佣金和/或花费。
- I/We hereby confirm that the Bank has permission from me/us to deduct discount or other interest, fees, charges, commissions and/or expenses payable by me/us in respect of the Arrangement from the proceeds of the DC or any Bill at or prior to the time of crediting such proceeds to my/our account.
3. 我/我们在此向银行保证及陈述任何时候：
- (a) 无需经任何人同意，我/我们有权按照本申请第5条规定的方式转让信用证、所有票据以及信用证条款规定应付的所有款项的权益，
- (b) 信用证、票据及信用证条款规定应付的所有款项是有效(在形式上、实质上和其他方面)及完全可执行的，未设定任何财产负担，且对其未作任何和解、让步、解除或放弃，
- (c) 我/我们未发现任何我/我们和任何其他方针对信用证、任何票据或信用证条款规定应付的款项或票据基础交易或文件因支付而引起的任何争议，
- (d) 我/我们没有也未被认为破产或不能支付到期债务。
- I/We hereby warrant and represent to the Bank at all times that:
- (a) I/we have the right and authority to assign the benefit of the DC, all Bills and all amounts expressed to be payable under the terms of the DC in the manner set out in Clause 5 of this application without the consent of any person,
- (b) the DC, all Bills and all amounts expressed to be payable under the terms of the DC are valid (in formality, substance and all other aspects) and fully enforceable free from all encumbrances, and no compromise, concession, release or waiver has been made in relation to any of them,
- (c) I am/we are not aware of any dispute on payment between me/us and any other person in relation to the DC, any Bills or amounts expressed to be payable under the terms of the DC or the underlying transaction or documents which are the subject of any Bills, and
- (d) I am/we are not and not deemed to be insolvent or unable to pay my/our debts as they fall due.
4. 我/我们在此确认并承诺，我/我们已经或将会(根据具体情况而定)按照与货物买方(即信用证开证申请人)所签订的合同(包括对其修改和补充)，将质量、用途及描述与合同规定相符的货物装运，我/我们已经履行或将会履行(根据具体情况而定)我/我们作为货物卖方的义务。
- I/We hereby confirm and undertake that I/we have effected or (as the case may be) will effect shipment of the underlying goods in compliance with quality, purpose and description under the terms of contract (including its amendments and supplements) entered into with the buyer of the goods (i.e. the applicant of the DC), and I/we have fulfilled or (as the case may be) will fulfill my/our obligations as seller of the goods.
5. 我/我们将尽所能并遵守一切必需的条件保持信用证、所有票据和/或信用证条款规定应付的款项的有效性和可执行性，且不允许出现任何可能排除或阻碍不作抵扣或扣除的付款要求的行为、疏忽或事件。
- I/We shall do all other things and observe all conditions necessary to be done or observed in order to preserve the validity and enforceability of the DC, all Bills and/or all amounts expressed to be payable under the terms of the DC, and shall not permit any act, omission or thing which may preclude or hinder demand for payment free from all deductions or withholdings.

6. 我/我们不可撤销地指定银行作为我/我们的代理人及以我/我们的名义或在银行认为合适的情况下以银行名义，签署、盖章和交付及以其他方式完善及作出所有下列该等协议、行为和事件：
- (a) 就信用证、任何票据或信用证条款规定应付的款项，我/我们所能做的，
 - (b) 根据安排，我/我们有义务或可能变得有义务去做的，
 - (c) 完全实现银行关于安排的任何权利，或关于安排的条款和条件获得完全效力可能被要求，或认为合适或有关的。
- 我/我们认可和确认，并同意认可和确认银行作为我 / 我们的代理人而可能合法签署、盖章交付和作出的任何协议、行动或事件。
- I/We irrevocably appoint the Bank to be my/our attorney on my/our behalf and in my/our name or as the Bank may think fit in the name of the Bank, to execute, seal and deliver and otherwise perfect and do all such agreements, acts and things which:
- (a) I/we could do in relation to the DC, any Bills or amounts expressed to be payable under the terms of the DC,
 - (b) I am/we are obliged or may become obliged to do under or pursuant to the Arrangement,
 - (c) may be required for, or deemed proper on or in connection with, the full exercise of all or any of the rights conferred on the Bank in connection with the Arrangement or the giving of full force and effect to the terms and conditions relating to the Arrangement.
- I/We ratify and confirm and agree to ratify and confirm any agreement, act or thing which the Bank as my/our attorney may lawfully execute, seal deliver and do.
7. 银行就安排所享有的权利、救济、权力和特权是累积的，不排除或限制法律规定的任何其他权利、救济、权力和特权。银行行使与安排或其他相关的任何权利的任何行为或不行为，不构成银行放弃权利，也不影响其与安排相关的权利、权力和救济，或对该等权利、权力和救济的进一步行使或以其他方式行使。
- The rights, remedies, powers and privileges of the Bank in connection with the Arrangement are cumulative and do not exclude or restrict any other rights, remedy, power and privilege provided by law. No act or omission by the Bank to exercise any right in connection with the Arrangement or otherwise shall operate as a waiver nor affect its rights, powers and remedies in connection with the Arrangement or any further or other exercise of such rights, powers or remedies.
8. 有关安排的任一条款与其他条款都是可分的和独立的，且如果条款中任何一条或几条是或变得不合法、无效或不可执行，其余条款将不以任何方式受影响。
- Each of the provisions in connection with the Arrangement 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.
9. 有关安排的条款对我/我们、和/或我/我们的继承人、执行者、管理者、接任者、许可的受让人、个人和/或法定代表人和/或清算人(如适用)具有约束力。
- The provisions in connection with the Arrangement are binding on me/us and/or my/our heirs, executors, administrators, successors, permitted assigns, personal and/or legal representatives and/or liquidators (as applicable).