

**COLLECTION INSTRUCTIONS**

**To: FUBON BANK (HONG KONG) LIMITED**

**Date:**

We hand to you draft and/or documents specified below for disposal in accordance with the following instructions :

DOCUMENT AGAINST PAYMENT / ACCEPTANCE	<input type="checkbox"/> advance	<input type="checkbox"/> collection
NEGOTIATION UNDER DOCUMENTARY CREDIT	<input type="checkbox"/> advance	<input type="checkbox"/> advance at a future date as instructed
	<input type="checkbox"/> without advance (i.e. Collection)	

Drawer / Beneficiary (Full name and address)		Drawee / Applicant (Full name and address)	
Our Ref. No. / Invoice No.			
Documentary Credit / Transfer Credit No.		Issued by (Bank/Non-Bank Entity name and branch) / Collecting Bank (Bank name and address)	
Incoterms	B/L / AWB No.	Vessel/Flight No.	Shipment Date:
[44A] Place of receipt:	[44E] Port of loading/airport of departure:	[44F] Port of discharge/Airport of Destination:	[44B] Place of final destination
Brief Description of Goods			

<b>Instructions for Bills not under Documentary Credit, please follow as marked X or ✓</b>		Other instructions:																													
<input type="checkbox"/>	Release Documents against Payment	NOTE: if no instructions are given regarding protest, the Bank will assume that protest is required.																													
<input type="checkbox"/>	Release Documents against Acceptance																														
<input type="checkbox"/>	Acceptance/Payment may await arrival of carrying vessel																														
<input type="checkbox"/>	SWIFT advice of Non-payment and/or Non-acceptance																														
<input type="checkbox"/>	Airmail advice of Non-payment and/or Non-acceptance																														
<input type="checkbox"/>	Protest for Non-acceptance and/or Non-payment																														
<input type="checkbox"/>	Do Not Protest	Who will assist you to obtain acceptance / payment but who has no authority to amend the terms of this bill																													
In case of need refer to below Agent:																															
From proceeds deduct to be paid to the above Agent.		<table border="1"> <tr> <th colspan="2">▼ please mark number of</th> <th colspan="2">▼ documents attached</th> </tr> <tr> <td><input type="checkbox"/></td> <td>Draft</td> <td><input type="checkbox"/></td> <td>Insurance Policy/Cert.</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Commercial Invoice</td> <td><input type="checkbox"/></td> <td>Signed Bs/Lading</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Cert. of Origin</td> <td><input type="checkbox"/></td> <td>Non-neg Bs/Lading</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Packing/Weight List</td> <td><input type="checkbox"/></td> <td>Cargo Receipt</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Inspection Cert</td> <td><input type="checkbox"/></td> <td>Air Waybill</td> </tr> <tr> <td colspan="4">▼ Other documents, please specify</td> </tr> </table>		▼ please mark number of		▼ documents attached		<input type="checkbox"/>	Draft	<input type="checkbox"/>	Insurance Policy/Cert.	<input checked="" type="checkbox"/>	Commercial Invoice	<input type="checkbox"/>	Signed Bs/Lading	<input type="checkbox"/>	Cert. of Origin	<input type="checkbox"/>	Non-neg Bs/Lading	<input type="checkbox"/>	Packing/Weight List	<input type="checkbox"/>	Cargo Receipt	<input type="checkbox"/>	Inspection Cert	<input type="checkbox"/>	Air Waybill	▼ Other documents, please specify			
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▼ Other documents, please specify																															
<input checked="" type="checkbox"/>	If Unpaid / Unaccepted, store and insure goods																														
<input type="checkbox"/>	Collect charges from the Drawees																														
<input type="checkbox"/>	Deduct charges from the proceeds																														
<input type="checkbox"/>	Collect interest @ % p.a. from the drawees from 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 type="checkbox"/>	Payment to be advised by SWIFT																														
<input type="checkbox"/>	Funds to be transferred by SWIFT																														
<input checked="" type="checkbox"/>	Documents to be forwarded by COURIER in one lot unless otherwise indicated in the D/C																														

<b>PROCEEDS DISPOSAL please follow the instructions marked X or ✓</b>	
<input type="checkbox"/>	Deduct for repayment of Packing Loan No./Export Loan No.
<input type="checkbox"/>	Credit our account No. under Exchange Contract No.
<input type="checkbox"/>	Proceeds to settle <input type="checkbox"/> Import Bill <input type="checkbox"/> Transfer DC Documents under Ref. No.
<input type="checkbox"/>	Amount:

Account No. to be debited for all bank charges and interest (if applicable)	Bill Currency and Amount :
In case of queries please contact: Telephone no. Fax No.	We confirm that we have received and read the Terms and Conditions (including these set out in the General Commercial Agreement) executed by us and on file with you (as they may be amended from time to time for Collection Instructions form No. BIB007 12/2015 or attached hereto (as the case may be) and agree to be bound by them.
<b>For Bank Use</b> Bank's Control No.	(Stamp and) authorised signature(s) of Drawer / Beneficiary



**Terms and Conditions for COLLECTION INSTRUCTIONS**  
**(Form No. BIB 007 12/2015)**

The following terms and conditions shall apply where drafts and/or documents (the "Item") are handed to you (referred to as Fubon Bank (Hong Kong) Limited) by us (referred to as the Drawer or Beneficiary) for disposal in accordance with our instructions given to you:

1. If at our request payment of the proceeds of the Item is to be made by you by way of your demand draft, SWIFT or mail transfer to us or to such person(s) designated by us, the following conditions shall apply:
  - (A) DEMAND DRAFT  
The demand draft is issued subject to the condition that the issuer shall not be liable for any loss or damage due to any law, decree, regulation, control, restriction or other act of government or governmental agents of the country in which or in the currency of which the draft is drawn. In the event of amendment or cancellation for refund of the draft, we shall apply in person upon production of proper identity documents and the relevant draft, and we acknowledge that instruction for stop-payment would not be accepted by the issuer unless the issuer is satisfied that the draft is lost.
  - (B) SWIFT/MAIL TRANSFER  
The SWIFT/mail transfer is made subject to the following conditions:
    - (1) you may send any message relating to the transfer in explicit language, code, or cipher and shall not be liable for acts, omissions, errors, negligence, or defaults of any of your correspondents, agent, sub-agents and/or courier company (the "Agent");
    - (2) any request for amendment or cancellation has to be made by us in person upon production of proper identity documents, and refund can only be made by you upon receipt of effective confirmation of the cancellation by your correspondent and at your current buying rate for the currency of the remittance at the time of refund; and
    - (3) you are entitled to reimbursement from us for the expenses of you and your Agent.

You may pay the proceeds of any Item by such other means as you may agree subject to such conditions as you may specify from time to time.
2. Unless due to your negligence or willful default, we agree that you shall not be responsible for acting, or failing to act or delay in acting in accordance with our instructions including without limitation the following:
  - a. any act, omission, default, suspension, insolvency or bankruptcy of any Agent; 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 Agent.
3. We agree that the Item accepted by you is accepted subject to recourse against us pending final payment in a manner satisfactory to you.
4. You shall have the right and absolute discretion to engage, select and/or delegate to any Agent for the delivery of the Item and any other documents. Irrespective of whether or not the delivery of the drafts and other documents is by you or by any Agent as aforesaid, you shall be entitled to charge us for the provision of or arrangement for such delivery services at such rate as you may from time to time determine. You 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 Agent without accounting to us and without consent from, or notice to, us.
5. Until such time as you have actually received payment, we undertake to reimburse you for any advances made in anticipation of collection.
6. The collection, negotiation, payment, handling and other disposal of the Item and any advance of funds by you are subject to the terms and conditions of the documents relating to trade finance transactions (including your General Commercial Agreement) executed by us and on file with you (as they may be amended from time to time) and that in the selection of any correspondent to whom the Item may be sent for collection, you shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any such Agent thereof, or for any delay in remittance, loss in exchange or loss of Item or its proceeds during transmission or in the course of collection in the absence of negligence or willful default of you. In case the relevant shipment being on C.F.R. or F.O.B. terms, we certify that the Marine and War Risk Insurance on the relevant goods have been effected by the buyers. In consideration of your agreeing to act in accordance with our instructions pursuant to this form, we agree to promptly and fully indemnify you 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 and all actions or proceedings which may be brought by or against you whether in contract, tort or otherwise arising from or in connection with your acting in accordance with such instructions in the absence of negligence or willful default of you and to provide you with funds with which to meet all payments made by you or your offices, branches or Agents together with all interest, commission, charges disbursements and expenses of whatever nature, due to or incurred, or defrayed by you and/or your offices, branches and Agents in relation to the Item, and we authorize you to debit from our account with you, all moneys for which we may be or become liable to pay as aforesaid, and we confirm that you shall not be under any obligation to give us notice of such debit before making it.
7. In the event of a negotiation bill not being paid/ accepted by the issuing bank/non-bank entity on presentation or if the bill being dishonoured by the issuing bank/non-bank entity on the maturity date, we shall pay to you on demand the amount of proceeds received by us from you under the negotiation plus interest thereon from the date of our receipt of the proceeds to actual repayment in full at such rate(s) as you may from time to time at your absolute discretion determine. In such event, we shall also indemnify and pay you on demand all or any charges or expenses ( on a full indemnity basis ) incurred by you in connection with the non-payment / non-acceptance or dishonour of the bill by the issuing bank/non-bank entity, or in connection with the recovery of any sum from us hereunder.
8. In the event of non-payment / dishonour or non-acceptance of the bill by the issuing bank/non-bank entity, you shall be entitled, without giving us any prior notice or demand and without making any note or protest or taking any other actions, to debit our account with the amount which we undertake to pay to you under clause 7 above.
9. 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.
10. 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.
11. You assume 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.
12. 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 these Collection Instructions.
13. These Terms and Conditions for "COLLECTION INSTRUCTIONS" 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 Hong Kong Courts but this form and these Terms and Conditions for "COLLECTION INSTRUCTION" may be enforced in the Courts of any competent jurisdiction.