

To: **The Hongkong and Shanghai Banking Corporation Limited**
Sri Lanka

Note to Customers:
This application form consists of 3 pages.
Transaction will only be processed upon
submission of all the relevant pages.

1. Please mark ("X") where applicable.
2. Please use separate blank sheet if space is not enough.

For Bank Use Only
Shipping Guarantee Number

APPLICATION FOR GOODS RELEASE

Import Bills <input type="checkbox"/> Documentary Credit Number _____ <input type="checkbox"/> Documentary Collection <input type="checkbox"/> Other (please specify) _____	Import Bills Amount (Currency and Amount)	Date (DD / MMM / YYYY)
	Goods Value (Currency and Amount)	Net Amount (Currency and Amount)

Details of Goods (This section MUST be completed)

Description			Marks and Numbers
Quantity	Gross Weight	Invoice Number (Copy invoice attached)	

Goods Release Method and Details of Documents

Release under Shipping Guarantee
 We hereby request you to sign or countersign the attached letter of guarantee/indemnity in favour of the following shipping company to facilitate their release of the goods described above to us without providing the original bills of lading provided that if you receive the original bills of lading and other related documents prior to your signing or countersigning the attached letter of guarantee/indemnity, you are requested and authorised to release the original bills of lading and other related documents to us without checking them:

Name of Shipping Company	
Name of Vessel	Bill of Lading Number

Endorsement of Air Waybill / Bills of Lading / Advance Documents
 We hereby request you to endorse to our order the following Air Waybill / Bills of Lading and/or endorse copy invoices for the purpose of Customs clearance to facilitate the release of the goods described above :

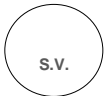
Air Waybill / Bill of Lading Number	Flight Number / Name of Vessel
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The release of goods (for any of the above method) is to be against

- cash margin
 please debit our Account Number _____ for the goods value specified above for payment of cash margin to you
- at your current selling rate. against our foreign exchange contract number. in foreign currency.
- our import cash line, for the goods value specified above/ 110% of goods value if marked against an LKR facility.

Import Bills Settlement Instruction

<input type="checkbox"/> Debit our account number _____ <input type="checkbox"/> Utilise cash margin held <input type="checkbox"/> Apply for an Import Loan (Import Loan Application to be submitted separately) <input type="checkbox"/> Settlement instruction is to be given at a later date. <input type="checkbox"/> Others (please specify) _____	We, the applicant, have read and understood the Terms and Conditions overleaf and agree to be bound by such Terms and Conditions. X Authorised Signature(s) and Company Stamp (If applicable) Date (DD/MMM/YYYY)
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Please debit our account number for all charges	
Name of Contact Person	Contact Telephone Number



For Bank Use Only								
DC Overdrawn by (Amount)		Goods Description in DC matches with Shipping Guarantee / Invoice / Transport Document (Yes / No)			Document(s) Received Invoice Copy Transport Document Copy		First Checked by	Second Checked by (Officer)
SGT / AWR Transaction	Captured by	Checked by	Approved by	Date	Shipping Guarantee Redemption	Captured by	Approved by	Date

Terms and Conditions

In consideration of The Hongkong and Shanghai Banking Corporation Limited (the "**Bank**", which expression shall include its successors and assigns) signing or countersigning the letter of indemnity/guarantee or (as the case may be) signing, endorsing or releasing the air waybill, bill of lading (collectively, the "**Transport Document**") at the request of the applicant of this application (the "**Customer**") to facilitate the release of the goods described in this application (the "**Goods**"), the Customer hereby undertakes and agrees with the Bank as follows:

1. The Customer shall indemnify the Bank and its delegate(s) on demand against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees on a full indemnity basis), proceedings or actions which the Bank or its delegate(s) may suffer or incur arising out of or in connection with the Goods (or their release) and/or:
 - 1.1 the signing or countersigning the letter of guarantee/indemnity by the Bank or (as the case may be) the signing or endorsement of the Transport Document by the Bank pursuant to the Customer's request in this application; or
 - 1.2 releasing at the Customer's request the Transport Document and related documents to the Customer without checking.
2. The Bank may, at its sole discretion, compromise, settle, pay or resist any claim arising out of or in connection with the letter of guarantee/indemnity and/or the release of Goods in such manner as it deems appropriate, without releasing the Customer's obligation and liability to indemnify the Bank hereunder. The Customer shall provide the Bank with sufficient funds on demand to defend any proceedings, claims or action instituted against the Bank at any time in respect to the Goods (or their release) and/or the letter of guarantee/indemnity, including all legal fees and costs.
3. The Customer agrees to redeem and deliver the letter of indemnity/guarantee (if any) to the Bank for cancellation immediately upon receipt of the relevant original bills of lading.
4. The Customer declares and represents that the Goods are, to the best of the Customer's knowledge, not encumbered in favour of any person nor will this be done by the Customer other than to the Bank.
5. The Bank is hereby authorised (but not obliged) (i) to honour any drawings made under the documentary credit, documentary collection or any import bills described in this application and to pay the invoiced amount of the Goods or value of the Goods (whichever is higher) without examining any of the presented documents; and (ii) to utilise the bills of lading or other transport document in the Bank's possession for the redemption of the letter of indemnity/guarantee from the relevant shipping company. The Customer irrevocably agrees and undertakes to reimburse the Bank on demand in respect of such drawings or payments together with all charges, expenses and interest irrespective of any discrepancy(ies) or irregularities that may appear in such drawings or documents (all of which, if any, are hereby waived) and/or even if the Goods, drawings or payments are unacceptable to the Customer due to whatever reasons.
6. The Goods and the documents to which the Goods relate (collectively, the "**Documents**") are and will continue to be pledged to the Bank as a continuing security. The Goods and the Documents (including the Transport Document) are released to the Customer exclusively for the purpose of taking delivery of and selling the Goods and the Customer shall pay the sales proceeds of the Goods to the Bank immediately upon receipt without set-off or any deduction. The Customer will hold the Documents, the Goods and their sales proceeds in trust for the Bank, in the Bank's name and solely to the Bank's order, and shall keep them separate from any other documents, goods or proceeds. The Bank may at any time and at the Bank's discretion take possession of, sell or otherwise deal with the Documents, Goods and/or proceeds in such manner as the Bank may consider appropriate.
7. The Customer declares and confirms to the Bank that the value of the Goods does not exceed the Goods Value specified in this application. The Customer agrees to keep the Goods fully insured for the amount not less than 110% of the invoice amount or value of the Goods (whichever is higher) at the Customer's own expense and will furnish proof of this at any time, if requested to do so by the Bank.
8. Any cash margin paid to the Bank pursuant to or in connection with this application ("**Cash Margin**") will be transferred and held in the Bank's name and control. The Bank has the right, at any time without notice or demand, to set off, apply and/or transfer the Cash Margin against and/or towards satisfaction of all or any of the obligations and liabilities of the Customer to the Bank. The Bank may convert any of them at the prevailing exchange rate as may be absolutely determined by the Bank at its discretion for the purpose of the set-off, application and/or transfer.
9. Unless the Bank otherwise agrees, any Cash Margin shall not be repayable or refundable (in whole or in part) nor shall it constitute a debt owed by the Bank to the Customer or any other person until and unless the Bank is satisfied that all the obligations and liabilities of the Customer to the Bank have been unconditionally and irrevocably paid and discharged in full. The Bank may (at its sole and absolute discretion) regard any amount of the Cash Margin as due and repayable when such amount of the Cash Margin is applied by the Bank towards satisfaction of the Customer's obligations and liabilities to the Bank or is set off against the obligations and liabilities of the Customer to the Bank.
10. The Customer shall pay to the Bank all the fees, charges and commissions as agreed and the Bank is hereby authorised to debit the Customer's account and/or utilise the Cash Margin (if any) for all the relevant fees, charges, commissions and any amount owed by the Customer to the Bank.
11. The HSBC Group, including the Bank, follows (i) the legal requirements of the United Nations, the European Union, the United Kingdom, the United States of America and all other jurisdictions that it operates in (collectively referred to as the "**Applicable Laws**"); and (ii) all regulations, sanction regimes, international guidance or procedures of relevant regulatory or industry body that may be applicable to the HSBC Group or any of its members (collectively, the "**Compliance Rules**").

PLEASE INITIAL HERE

The Bank may take or omit to take any action or may instruct (or be instructed by) any other member of the HSBC Group to take or to omit to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take (a "**Compliance Action**") for the purpose of complying with its group policies, Applicable Laws and Compliance Rules, including preventing money laundering, terrorist financing or other crimes or the provision of financial and other services to any persons or entities or countries which may be subject to sanctions (each such person or entity is referred to as a "**Sanctioned Party**", and each such country is referred to as a "**Sanctioned Country**"). Such Compliance Action may include without limitation:

- (a) declining this application or refusing to handle or process, or refusing to effect payment in connection with, any transaction contemplated in this application on the ground of, or as a result of, a Compliance Action;
- (b) (if the Bank becomes aware that any payment made to or at the request of the Customer contravenes the Compliance Rules) immediately recouping such payment from the Customer, irrespective of any other contrary agreement with the Customer;
- (c) the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and
- (d) making further enquiries as to whether a name which might refer to a Sanctioned Party actually refers to that party and whether a transaction involves a Sanctioned Country.

Neither the Bank nor any member of the HSBC Group will be liable for any loss (whether direct, indirect or consequential loss, including without limitation loss of profit or interest) or any damage suffered by the Customer or any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any payment messages or other information or communication or any request from the Customer, or in performing any of its duties or other obligations in connection with any transaction, caused in whole or in part by any Compliance Action; or
- (ii) the exercise of any of the Bank's rights under or any action taken or omission made by the Bank pursuant to this clause.

Neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's system relating to the Applicable Laws, Compliance Rules or any Sanctioned Party or Sanctioned Country is accurate, complete and up-to-date.

12. This application is subject to the General Security Agreement Relating to Goods, the Trade Financing General Agreement, the business terms governing the Customer's account(s) with the Bank and other agreement(s), if any, previously signed and delivered to the Bank by the Customer. In case of conflict, the terms of this application shall prevail.
13. If the Customer includes two or more persons, the obligations and liabilities of these persons shall be joint and several.
14. This application is governed by and shall be construed in accordance with the laws of Sri Lanka and the Customer agrees to submit to the non-exclusive jurisdiction of the courts of Sri Lanka.