

Terms and Conditions of Application for Export Loan

1. Applications received by BEA after 3:00 p.m. from Monday to Friday or 10:00 a.m. on Saturday will be processed on the next working day.
2. Each application shall be subject to review and final approval by BEA in its absolute discretion.
3. Without prejudice and always subject to paragraph 5 below, the Applicant shall repay the Export Loan together with all accrued interest on the last day of the Loan Period specified in this Application or, if the Loan Period is extended by BEA at its sole discretion, on the last day of such extended Loan Period.
4. The Applicant shall pay interest on the Export Loan calculated at the interest rate specified by BEA in the facility letter relating to the Export Loan given by BEA from time to time (the "Facility Letter").
5. BEA has the absolute right at any time to demand repayment of the Export Loan together with interest, charges and expenses and the Applicant shall repay the same immediately upon such demand.
6. If the Applicant fails to repay any sum payable under the Export Loan when due or on demand, the Applicant shall pay interest on the said sum at the rate specified in the Facility Letter and/or in BEA's scale of charges on bills transactions as advised to customers from time to time.
7. The Applicant represents and warrants to BEA that (i) it has not incurred and/or will not incur any other indebtedness in connection with the certified invoice(s) / purchase order(s) and / or the copy bill(s) of lading / cargo receipt(s) enclosed with this Application (the "Documents") other than the Export Loan; (ii) the particulars contained in the Documents are true and accurate in all respects; (iii) it has not sold or factored or assigned any of the receivables under the Documents to any person; and (iv) the goods to which the Documents relate (the "Goods") have been or will be delivered to the relevant purchaser(s) in accordance with the underlying contract(s).
8. As a continuing security for the due and punctual payment of the Export Loan and all accrued interest and other charges and expenses and of all other sums owing by the Applicant to BEA, the Applicant hereby (i) assigns to BEA all and any rights which the Applicant may have as the unpaid seller of the Goods; and (ii) agrees to hold all returned Goods on trust for BEA until all sums owed by the Applicant to BEA have been repaid in full. BEA shall be entitled, without any notice to the Applicant, to take possession of and sell any returned Goods upon such terms and at such prices as BEA may in its absolute discretion determine.
9. With respect to the Export Loan made against certified purchase order(s), the Applicant undertakes to BEA that (i) the proceeds of the Export Loan will be solely used for the purchase, production, storage, insurance and/or preparation for sale or shipment of the Goods; (ii) no encumbrance has been or will be created over the Goods; and (iii) the Applicant shall hold the Goods as agent and trustee for BEA which form part of the assets pledged to BEA under the "General Security Agreement Relating To Goods" executed by the Applicant.
10. The Applicant shall indemnify BEA and keep BEA indemnified from and against all losses, costs, damages, expenses, claims, demands, and all consequences arising from or relating to services provided by BEA to the Applicant.
11. This Application is subject to the terms and conditions of the Facility Letter and the "General Security Agreement Relating To Goods" and/or other agreements, if any, previously executed and delivered by the Applicant to BEA.
12. It is hereby agreed that BEA shall have the absolute right to add, amend and/or alter the terms of the Export Loan from time to time and the Applicant shall be bound by such terms and conditions as prescribed from time to time by BEA.

(In the event of inconsistency between the English and Chinese versions of these terms and conditions, the English version shall prevail.)

出口貸款申請之條款及細則

1. 星期一至星期五下午 3 時後及星期六上午 10 時後提交之申請，東亞銀行將於次個工作天處理。
2. 所有申請必須經東亞銀行審查，以東亞銀行最終批核為準。
3. 申請人須在本申請書訂明之貸款期數最後一天向東亞銀行清還出口貸款，包括本金及利息；假若東亞銀行同意延長貸款期數，申請人則須在延長之貸款期數最後一天清還出口貸款，包括本金及利息。但本項絕不影響下述第 5 項之權力。
4. 申請人必須就出口貸款向東亞銀行繳付利息，以東亞銀行向申請人發出之授信函（下稱「授信函」）中訂明之息率計算。
5. 東亞銀行有絕對權要求申請人即時清還出口貸款，包括本金、利息、費用及一切支出，申請人必須在東亞銀行提出要求時立即償還有關款項。
6. 假若申請人未能按期或在東亞銀行要求下償還有關出口貸款之任何款項，申請人須向東亞銀行支付逾期利息，按授信函中或東亞銀行不時向客戶提供之「票據收費準則」中訂明之息率計算。
7. 申請人向東亞銀行聲明及保證：(i)申請人未有亦不會就連同本申請書提交之發票/訂單核證副本及/或提單/貨運收據副本（下統稱「出口貨品文件」）招致任何債務，但本申請書涉及之出口貸款除外；(ii)在出口貨品文件記載之所有資料完全正確無誤；(iii)申請人未有出售或轉讓予任何人士有關出口貨品文件涉及之應收款項；及(iv)申請人會按照有關銷售合同將出口貨品文件涉及之貨品（下稱「該貨品」）送交買家。
8. 為保證能按時支付出口貸款（包括本金、利息及其他支出及費用）及所欠東亞銀行之其他款項，申請人特此(i)轉讓予東亞銀行一切作為該貨品之未收款賣家之權利；及(ii)同意以信托形式代東亞銀行持有任何被退回之該貨品，直至申請人欠東亞銀行之所有款項全數清還。東亞銀行有絕對權無須通知申請人而佔據任何被退回之該貨品，並決定以任何條件及任何價錢出售。
9. 有關東亞銀行根據訂單核證副本發放之出口貸款，申請人向東亞銀行承諾：(i)出口貸款之資金只運用作為採購、生產、儲存、保險及/或準備該貨品之出售或付運；(ii)申請人未有亦不會將該貨品作任何抵押；及(iii)申請人須以代理人及信托人身份代表東亞銀行持有該貨品，該貨品同時構成申請人按 "General Security Agreement Relating to Goods" 抵押予東亞銀行之抵押品之一部分。
10. 申請人必須對東亞銀行因向申請人提供服務而招致或產生之所有損失、開支、費用、索償及其他後果作出賠償。
11. 申請人同意接受授信函及 "General Security Agreement Relating to Goods" 以及申請人簽訂之其他有關合約之條款所約束。
12. 申請人同意東亞銀行有絕對權對出口貸款之條款作出增加或修改，申請人同意東亞銀行不時訂明之條款所管轄。

(本條款之中文譯本如與英文本有異，概以英文本為準。)