

Terms and Conditions on Import Finance Loan

1. The application is subject to final approval of BEA.
2. This Loan, interest and all related charges, as determined by BEA, are payable on demand or on the applicable due date, whichever is earlier.
3. The applicant of this financing (the "Applicant") hereby certifies that the financing is for genuine trading transaction and that there is no other financing obtained in connection with the enclosed invoice(s), the title documents of the Goods, the Goods, the sale proceeds and/or insurance proceeds.
4. The Applicant further certifies that, up to its knowledge, the data content relating to the underlying shipment as described on the invoice(s) is/are true and correct.
5. The Applicant undertakes to keep the Goods fully insured against all insurable risks with the insurance policy assigned to BEA or naming BEA as the loss payee and shall pay all freights, warehouse, dock, transit, rent and all other charges and costs in connection with the Goods.
6. The Applicant agrees that the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds are held by the Applicant in trust for BEA and solely to BEA's order. BEA may at any time take possession of and sell the Goods. BEA is entitled to demand and receive the sale proceeds and/or the insurance proceeds from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to Applicant.
7. The Applicant shall keep BEA informed of the whereabouts of the Goods, the title documents of the Goods and of any change in the condition, market price, quality or quantity of the Goods. Until the liabilities of the Applicant under the Loan are fully discharged, the Goods, the title documents of the Goods, the insurance proceeds and the sale proceeds shall at all times be kept separate from other transactions and do not form part of the Applicant's property.
8. The Applicant agrees to indemnify BEA and its delegate(s) on demand (on a full indemnity basis) or provide BEA with any cash or collateral in such form and value as BEA may require against (without limitation) all claims, demands, payments, losses, liabilities, damages, charges, expenses and costs, proceedings or actions which BEA or BEA's delegate(s) may suffer or incur under or in connection with this application or this financing.
9. This application is subject to the General Security Agreement Relating to Goods, General Customer Agreement, the relevant facility letter(s) with the Standard Terms for Banking Facilities and any other agreements previously signed and executed by the Applicant. In case of conflict, terms of this application shall prevail to the extent of conflict.
10. This application is governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region.
11. If there is any conflict between the English and Chinese version of these terms and conditions, the English version shall prevail.

入口貸款條款及細則

1. 此申請以東亞銀行最終批核為準。
2. 此貸款、利息及所有相關費用須於東亞銀行要求時即時還清或到期日償還，以早發生者為準。
3. 此融資之申請人（「申請人」）在此證實，此融資是為了真實存在的貿易需要而申請的，申請人並沒有就附件的發票，貨物的貨權文件，貨物本身，出售收益及相關之保險收益獲取其他融資。
4. 申請人亦證實，據其了解，於發票上記載的貨物付運資料真實無訛。
5. 申請人保證對有關貨物之所有可受保之風險作出投保及按東亞銀行要求把風險單據讓渡於東亞銀行或指定東亞銀行為損失之收款人及負責所有關於貨運、存倉、碼頭、中轉、租金及其他與貨物有關之收費及成本。
6. 申請人同意以信託人身份為東亞銀行保管該貨物、貨物之貨權文件、保險收益及出售收益及聽識東亞銀行之指令。東亞銀行可於任何時間取回及出售貨物。東亞銀行已授權要求獲取及接受由買家，保險公司或任何人得到之出售收益或保險收益，東亞銀行亦可向該等人等發出有效之收據而不需申請人之同意。
7. 申請人須告知東亞銀行貨物及貨物之貨權文件之所在地及任何關於貨物狀況、市價、質素及質量之改變。直至申請人於此貸款下的責任已全數解除，該貨物、貨物之貨權文件、保險及出售收益均需與其他交易分開及不視為申請人財產之一部份。
8. 申請人有責任於東亞銀行要求下全數償還東亞銀行及其代理在此申請或融資所引致的所有支出及根據東亞銀行要求提供現金或抵押，該等支出包括但不限於東亞銀行及其代理因此申請或融資所招致或引起的所有申索、索求、付款、虧損、責任、損害賠償、收費、費用及開支、法律程序及訴訟。
9. 此申請是受 General Agreement Relating to Goods, General Customer Agreement，相關授信函連同 Standard Terms for Banking Facilities 及 / 或其他申請人已簽署及執行之文件約束。若有任何衝突，就該衝突而言，以此申請書之條款為準。
10. 此申請是由香港特別行政區之法律監管及解釋。
11. 此申請書之中文譯本如與英文本有異，概以英文本為準。