

ACCEPTANCE OF DISCREPANCY(IES)

TO: NANYANG COMMERCIAL BANK, LIMITED (the “Bank”)

Date (YYYY/MM/DD): 填表日期

RE: DOCUMENTARY CREDIT NO. (the “Credit”) : 信用證號碼

CREDIT DRAWING CURRENCY AND AMOUNT

(the “Drawing Amount”) : 信用證來單貨幣及金額

APPLICANT OF THE CREDIT (the “Applicant”) : 申請人名稱

I/We, the Applicant named above, agree that you do not need to check whether the documents are in compliance with the Credit and I/we hereby confirm that I/we **ACCEPT ALL OR ANY DISCREPANCY(IES)** which may, whether to my/our or your knowledge or otherwise, exist in the documents presented under the Credit (the “Documents”). Nevertheless, I/we agree that you shall retain the absolute discretion not to act on my/our acceptance of discrepancy(ies) as aforesaid and you may refuse to accept the Documents as you may deem appropriate. If, however, you elect to accept the Documents, in consideration of your acceptance of the Documents, we hereby undertake to pay you the Drawing Amount and all other charges on or before the maturity date of the relevant drawing under the Credit and, at maturity, please settle my/our liabilities in connection with such drawing as follows:

借款貨幣及金額

申請信託提貨墊款（需一併簽回其相應申請書）

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☐ I/We hereby apply for a trust receipt (“T/R”) loan for the maximum tenor specified for the T/R loan facility in the latest facility letter or facility document (as may be amended or supplemented) issued by you to me/us in the currency of (converting the T/R loan proceeds ☐ at your spot exchange rate ☐ under my/our forward contract no.) and use the loan proceeds for settlement.

借款以即期兌換率/遠期外匯合約兌換（如需）

At maturity, please debit the T/R loan amount and the relevant interest, fees, charges, commissions and expenses from our a/c no. or any of our account(s) with you to settle the T/R loan, and if necessary, please fix exchange rate ☐ at your spot exchange rate ☐ under my/our forward contract no. .

到期還款戶口號碼

還款以即期兌換率/遠期外匯合約兌換（如需）

☐ Please debit the Drawing Amount together with the relevant interest, fees, charges, commissions and expenses from my/our a/c no. and use the proceeds for settlement.

☐ 其他指示

選擇扣賬清償付款

The presented documents under the Credit (the “Documents”) and the goods to which the Documents relate (the “Goods”) have been and will continue to be pledged to you as continuing security for my/our obligations and liabilities to you but the risk of the Documents and the Goods shall be with me/us at all times. The Documents are or will be released to me/us exclusively for the purpose of taking delivery of and selling the Goods and I/we shall pay the sales proceeds of the Goods to you immediately upon receipt without any set-off or deduction. I/We will hold the Documents, the Goods and their sales proceeds in trust for you, in your name and solely to your order, and shall keep them separate from any other documents, goods or proceeds. You may (at any time, without prior notice to or consent from me/us or any other person and in such manner as you think fit) take possession of, sell, dispose of or otherwise deal with any of the Documents, the Goods and/or the proceeds. You may apply the net proceeds of any sale, disposition or dealing of

the Documents and/or the Goods in or towards the discharge of my/our obligations and liabilities to you in such order and manner as you may determine.

The T/R loan, if any, granted by you to me/us under or in connection with this Acceptance of Discrepancy(ies) is repayable on demand or on the applicable due date, whichever is earlier, together with interest accrued thereon. Interest shall accrue on the loan from the drawdown date to the date of actual payment in full at such interest rate as determined by you at your absolute discretion (or previously agreed by you), whether before or after judgment.

I/We may enter into a foreign exchange contract (whether deliverable or non-deliverable) or other derivative contracts with you on terms satisfactory to you for hedging purposes (collectively, “**hedging contracts**”). If any amount is payable by you to me/us in respect of any hedging contract entered into between you and me/us, you may:

- (a) apply such amount towards the discharge of any sum owing or payable by me/us to you under this Acceptance of Discrepancy(ies); and/or
- (b) without prejudicing your other rights, at any time set off and apply such amount payable by you against and/or towards the satisfaction of any sum owing or payable by me/us to you under this Acceptance of Discrepancy(ies) without any notice or reference to the me/us.

Your rights under this Acceptance of Discrepancy(ies) are additional to and are not in any way prejudiced by, and will not prejudice, any of the rights acquired by you in any other agreement or under law.

This Acceptance of Discrepancy(ies) is subject any agreement(s) previously signed and delivered to you by me/us, if any. In case of conflict, terms and conditions of this Acceptance of Discrepancy(ies) shall prevail to the extent of conflict.

This Acceptance of Discrepancy(ies) is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”) and I/we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

The Chinese version of this Acceptance of Discrepancy(ies) is for reference purpose only. If there is any conflict between the English and Chinese versions of this Acceptance of Discrepancy(ies), the English version shall prevail for all purposes.

FOR BANK USE ONLY	
V. SIG.	Total number of attachment(s): _____ page(s)

For and on behalf of the Applicant

授權人有效簽署

Authorised Signatory(ies) of the Applicant
(Bills A/C no.: _____) 押匯戶口賬號

附件頁數

Attachment(s): ____ page(s)