

REQUEST FOR TRANSFER OF DOCUMENTARY CREDIT

TO: NANYANG COMMERCIAL BANK, LIMITED (the "Bank")		Date (YYYY/MM/DD): 填表日期	
Documentary Credit no. (the "Credit"): 主證信用證號碼	Currency and Amount: 主證貨幣及金額	Issue Date: 主證開證日期	Your Advice no.: 主證通知編號
Issued By: 主證開證銀行		In favour of (first beneficiary's / Transferor's name & address): 主證第一受益人 (轉讓人) 名稱及地址	

The original advice of the Credit (together with all amendments, if any) is attached and please follow our instructions set out below.

Please advise the second beneficiary by ☐ Teletransmission ☐ Courier at our expense through advising bank 轉讓信用證通知銀行

轉讓信用證開具方式

1. A. ☐ **FOR FULL TRANSFER**

全部轉讓

We, the beneficiary of the Credit named above (the "Transferor"), hereby irrevocably request you to fully transfer the Credit to (second beneficiary's name and address) 第二受益人名稱及地址 on the same terms and conditions of the Credit. We agree that all amendments whether now existing or hereafter made are to be advised direct to the second beneficiary without reference to us. We hereby irrevocably renounce all rights thereunder and you may present the documents (if any) which you receive from the second beneficiary direct to the issuing bank or the confirming bank, if any, without further reference to us. We also agree that the second beneficiary may present the documents directly to the issuing bank or the confirming bank, if any.

B. ☐ **FOR PARTIAL TRANSFER** ☐ **WITH** ☐ **WITHOUT** SUBSTITUTION OF DOCUMENTS 需否替換第二受益人的文件

部分轉讓

(i) We, the beneficiary of the Credit named above (the "Transferor"), hereby irrevocably request you to transfer the Credit to (second beneficiary's name and address) 第二受益人名稱及地址 on the same terms and conditions except:-

容許第一受益人改動的项目

- ☐ Currency and Amount (including tolerance): _____
- ☐ Quantity of goods: _____
- ☐ Unit price: _____
- ☐ Insurance cover: _____ 轉證投保百分比/金額
- ☐ Expiry date and place: _____ in Hong Kong at the counter of Nanyang Commercial Bank, Limited 到期日需早於主證最少7天
- ☐ Latest shipment date: _____ 需早於或等於主證
- ☐ Documents to be presented within _____ days after the shipment date. 交單期限需短於主證最少7天

可小於或等於主證金額/數量

(ii) If no substitution of documents is required, you may send the documents received by you from the second beneficiary directly to the issuing bank or the confirming bank, if any, without further reference to us or the second beneficiary may present the documents directly to the issuing bank.

(iii) If substitution of documents is required, on or before the date on which the second beneficiary's draft(s) and document(s) are presented to you, we shall deliver to you our draft(s), invoice(s) and any other required documents ("Documents") in compliance with the original Credit in order that the Documents may be substituted for the second beneficiary's draft(s) and invoice(s). If we fail to, upon your request, forthwith deliver the Documents as aforesaid or the Documents delivered by us create any discrepancy(ies), you are authorised to forward the second beneficiary's invoice(s), draft(s) and other document(s) to the issuing bank or the confirming bank, if any, without any responsibility or liability on your part (including, without limitation, any responsibility on your part to pay us for the difference between the amount of the second beneficiary's invoice(s) and the amount authorised to be paid under the original Credit).

(iv) Subject to the terms and conditions in this Request, all our rights in the Credit are transferred to the second beneficiary and the second beneficiary shall (up to the transfer amount) have the sole rights as the beneficiary of the Credit.

(v) Without any responsibility or liability on your part, you may forward the Documents, together with the second beneficiary's documents, to the issuing bank for payment at your sole discretion. We agree and acknowledge that you may effect payment to us and/or to the second beneficiary only upon your receipt of final payment from the issuing bank or the confirming bank, if any. In such circumstances, you are irrevocably authorised to effect payment to the second beneficiary without reference to us irrespective of discrepancies that may appear on the documents presented by the second beneficiary (all of which, if any, are hereby waived).

(vi) We understand that you have no obligation to negotiate the presented documents and/or provide any prepayment, purchase or advance under the Credit ("Financing"). However, if any request for Financing is accepted by you, it is subject to full recourse against us (up to the full amount effected to us and the second beneficiary) plus interest irrespective of any reasons that the issuing bank or the confirming bank, if any, may refuse to effect payment under the Credit.

(vii) We further agree that you are not obligated to examine the documents presented by us or by the second beneficiary. Any examination of documents, if performed, is without prejudice to your right to effect payment only upon receipt of final payment from the issuing bank or the confirming bank, if any.

(viii) You are authorised to advise the issuing bank (and the confirming bank, if any) of the details of this transfer and provide any information required by it.

2. We shall not retain our right to refuse to allow you to advise any amendments of the Credit to the second beneficiary. You are authorised to advise any amendments of the Credit to the second beneficiary directly without reference to us.

3. ☐ We irrevocably authorise you to debit for the interest, fees, charges, commissions and expenses borne by us as specified in the attached sheet from our a/c no. 相關費用利息扣賬戶口 or any of our account(s) with you. The charges, commissions and expenses to be borne by the second beneficiary are also specified in the attached sheet.

☐ Others: 其他指示 (如有)

4. We shall indemnify you and your delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you or your delegate(s) may suffer or incur under or in connection with this Request or as a result of effecting the transfer of the Credit.

5. The Applicant certifies that no shipment, person or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any laws, executive orders, regulations or directives of the Government and/or authorities of the United States of America, the United Nations, any international organisation or any other relevant jurisdiction ("Sanctions") or any anti-money laundering laws, regulations, requirements or measures. Should documents be presented involving any person, country/region, entity, vessel or individual listed in or otherwise subject to any Sanction or any anti-money laundering laws, regulations, requirements or measures, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application.

and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.

6. This Request and the transferred Credit are subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce to which the Credit is subject, and any agreement(s) previously signed and delivered to you by us, if any. In case of conflict, terms and conditions of this Request shall prevail to the extent of conflict.
7. We agree for ourselves and as the duly authorised agent acting on behalf of the relevant parties and individuals (including but not limited to our holding companies, subsidiaries, affiliates, shareholders, directors and authorised persons, all these parties and individuals are hereinafter collectively referred as the “**Related Parties**”) that you may, and we authorise you to or otherwise ensure that you are authorised to, disclose any document or information relating to us, the Related Parties, any transactions or dealings between us and/or the Related Parties and also between us/them and you (including our and the Related Parties’ accounts, financial condition, business and affairs), this Request and any transaction contemplated in this Request to the following persons (wherever located): (i) your regional or global processing centres, holding companies, head or home office, branch offices, subsidiaries, representative offices and affiliates; (ii) the branches, subsidiaries, affiliates and agents of your holding company; (iii) your auditors, counsel and other professional advisers; (iv) any person to (or through) whom you may assign or transfer (or may potentially assign or transfer) all or any of your rights and obligations; (v) any person from whom (or through whom) the Bank may obtain refinancing (or may potentially obtain refinancing) in relation to this application and any transaction contemplated in this application; (vi) any person with (or through) whom you may enter into (or may potentially enter into) any participation or sub-participation in relation to any of your rights and obligations; (vii) any person with (or through) whom you may enter into (or may potentially enter into) any transaction in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to your rights and obligations; (viii) any agent, contractor, third party service provider (including any networks, exchanges and clearing houses) or any other person who provides services to, or on behalf of, you or your affiliate or any person mentioned above in connection with your or your affiliate’s or such person’s operation of business; (ix) any person if such disclosure is necessary or desirable for your performance of your duties or exercise or enforcement of your rights and powers under or in connection with any agreement or document with us and (x) any other third party in connection with such purpose(s) as you may consider necessary or desirable, including without limitation, data processing and management, statistical, credit and risk analysis, regulatory and risk reporting and management, effecting or processing our instruction or transaction and compliance with the law, regulations or legal process or with any request of a regulatory authority in Hong Kong or any other jurisdiction outside Hong Kong.
8. Third Party Rights
- (a) Subject to Clause 8(c), a person who is not a party to this Application has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the “**Third Parties Ordinance**”) to enforce or to enjoy the benefit of any term of this Application.
- (b) Notwithstanding any term of this Application, the consent of any person who is not a party to this Application is not required to rescind or vary this Application at any time.
- (c) Any director, officer, employee, affiliate or agent of the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of this Application (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
9. This Request is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region (“**Hong Kong**”) and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
10. The Chinese version of this Request is for reference purpose only. If there is any conflict between the English and Chinese versions of this Request, the English version shall prevail for all purposes.
11. In case of queries, please contact _____ at tel. no. _____ or fax no. _____. 聯絡方法

This application (of 2 pages in total excluding attachment(s), if any) is subject to the terms and conditions below which are also available at www.ncb.com.hk

INSTRUCTIONS FOR CHARGES BORNE:

Charges of the Issuing Bank:

Including charges stated in the terms of the Credit (e.g. discrepancies fee...etc.) and charges of issuing bank of the Credit (e.g. reimbursing charges & correspondent bank charges)

Your Banking Charges:

- Charges for transferring the Credit including commission and telegram fee / postage
- Collection commission for O/B documents
- Telegram fee / postage for O/B documents
- Reimbursing charges / payment charges for the transferred Credit
- Commission in lieu of exchange

Charges under the Transferred Credit:

Document substitution charges

Remarks: _____

其他指示 (如有)

BORNE BY FIRST
BENEFICIARY

BORNE BY SECOND
BENEFICIARY

開證行費用選擇由第一受益人 (1st BENE) 或第二受益人 (2nd BENE) 支付

<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>	本行費用選擇由 第一受益人 (1 st BENE) 或 第二受益人 (2 nd BENE) 支付	<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/>		<input type="checkbox"/>
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For and on behalf of the Transferor

FOR BANK USE ONLY

V.SIG.

Total number of attachment(s):

_____ page(s)

授權人有效簽署

Authorised Signatory(ies) of the Transferor
(Bills A/C no.: _____)

押匯戶口賬號

附件頁數

Attachment(s): _____ page(s)