

Collection Order (CO)



*Mandatory

To : DBS Bank (China) Limited (the "Bank", "you", or "your" including, in each case, successors and/or assigns).

Please complete this application in English ONLY

Bank Ref : _____

Date : * [申请日期]

C.I.F. Number [托收申请人在我行的CIF号]



Drawer/Payee/Beneficiary (full name & address) Name: * _____ Address: * [填写信用证受益人公司/出票人/收款人的英文全称 (如名称太长可续填在地址栏)、地址和联系人、电话、传真] Contact: MR. _____ Tel No: * _____ Fax No: * _____ Consignee/Applicant (full name & address) Name: _____ Address: [填写收货人/信用证申请人公司英文名称和地址] Drawee/Payer (full name & address) Name: * _____ Address: * [填写受票人/付款人公司英文名称和地址] Draft No. * [汇票编号, 如无汇票则填写发票号] Documentary Credit No: [与信用证显示一致] Dated: _____ Issued by [与信用证显示一致]	We hand you draft(s) and/or documents as listed below for disposal in accordance with the following instructions and subject to the terms and conditions under this Collection Order: * [根据需要分别勾选一项] <input type="radio"/> 1. Immediate Advance to us [在交单到我行时融资] <input type="radio"/> Advance against bills/documents under D/A or D/P <input type="radio"/> Honor/Negotiation under Documentary Credit by your immediate advance <input type="radio"/> 2. Agree to advance to us with document examination. Honor/Negotiation under Documentary Credit and the advance to be made upon receipt of [凭开证行承兑电或其它指示进行融资] <input type="radio"/> Acceptance Cable/Letter <input type="radio"/> our separate written instruction <input checked="" type="radio"/> 3. Collection (Payment after proceeds received) for bills/documents under [只进行托收] <input type="radio"/> Documentary Credit <input checked="" type="radio"/> D/A or D/P <input type="radio"/> 4. Collection (Payment after proceeds received) for bills/documents to nominated bank stipulated in the Documentary Credit [将单据寄至指定银行] <input type="radio"/> Pre-Acceptance <input type="radio"/> Post-Acceptance Tenor: <input checked="" type="radio"/> Sight [付款期限与信用证或汇票一致] <input type="radio"/> Term _____ days after _____ <input type="radio"/> Date _____ ICC Incoterm: * [与发票上的贸易术语一致] Currency: * USD - US DOLLAR [该套单据的币种金额] Amount * _____
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Brief Description of Goods: AS PER INVOICE

Departure Date: _____

BL/AWB or FCR No: _____

Vessel/Flight No: [与运输单据上所描述的信息一致]

Port of Loading: _____

Port of Discharge: _____

Final Destin, If on Carriage: _____

Documents Attached	Draft	Invoice	Packing List	Inspection Cert	Cert of Origin	Form A	Insurance Policy/ Cert	Export Licence	B/L	Non-Nego B/L	Airway Bills	Cargo Receipt	WT List
No. of Original(s)													
No. of Copy(ies)													

Other Document Attached: [与所提交的单据实际份数一致]

INSTRUCTIONS FOR BILLS AND /OR DOCUMENTS NOT UNDER DOCUMENTARY CREDIT: Please follow the instructions marked [X] [非信用证项下单据可根据实际需要勾选以下选项]

<input type="checkbox"/> Deliver documents against <input type="radio"/> Payment ("D/P") <input type="radio"/> Acceptance ("D/A")	<input type="checkbox"/> ACCEPTANCE/PAYMENT may be deferred pending arrival of goods
<input checked="" type="checkbox"/> Advise payment by telecommunication	<input type="checkbox"/> Please note that we have covered the Export Credit Insurance for the above mentioned drawee against Policy No. _____
<input checked="" type="checkbox"/> Advise acceptance and maturity date by telecommunication	<input checked="" type="checkbox"/> Collecting Bank (Full Name and Address) Full Name: [跟单托收项下付款人所在银行的全称] Address: [和详细地址]
<input checked="" type="checkbox"/> Advise non-acceptance/non-payment, given reasons by telecommunication	
<input type="checkbox"/> If unaccepted/unpaid please protest.	
<input checked="" type="checkbox"/> In respect of FOB/FCA or CFR/CPT shipment, we certify that insurance is covered by drawee/payer.	
<input type="checkbox"/> In case of need refer to _____ _____	
who will assist you to obtain acceptance/payment but who has no authority to amend the terms of the bill.	
<input type="checkbox"/> Collect interest @ _____ % p.a. from drawee from date of _____ until _____	
<input checked="" type="checkbox"/> Collect your correspondents' commission and charges from drawee. <input type="radio"/> WAIVE * <input checked="" type="radio"/> DO NOT WAIVE * [建议选择不免收, 则如果单据被付款人拒收, 也不能免除付款人往来银行费用]	

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Bank Ref : _____

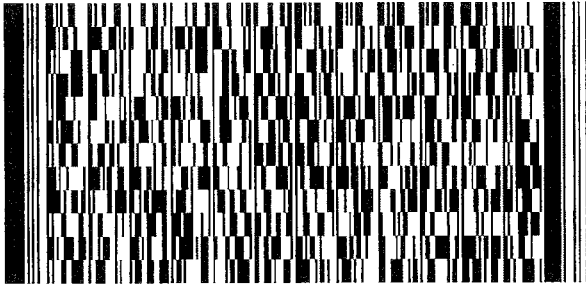
Date : * _____

Please complete this application in English ONLY

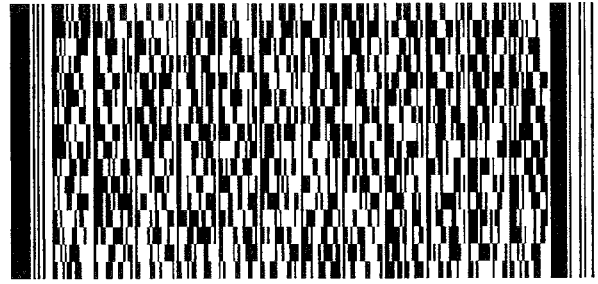
C.I.F. Number _____

PROCEEDS DISPOSAL: <i>[根据实际需要勾选以下受益处置选项]</i> <input type="checkbox"/> Credit our Account No. <i>[托收款项入账账号]</i> <input type="checkbox"/> Under Forward Exchange Contract No. (if applicable) <i>[在我行签订外汇远期合约的使用]</i>		OTHER INSTRUCTIONS: <input type="checkbox"/> For documents to be presented to Local Bank, please instruct them to pay in _____	
<input type="checkbox"/> Debit our Account No. <i>[如扣费账号与托收款项入账账号不同, 请填写]</i> for your bank charges. (In case of no indicating, please debit the Account No. as stated above.)		<input checked="" type="checkbox"/> Documents to be forwarded: <input checked="" type="radio"/> As per Documentary Credit terms <i>[如为信用证项下单据, 建议选择按照信用证条款规定递交单据, 以免造成不符点]</i> <input type="radio"/> By COURIER in 1 lot <input type="radio"/> Others _____	
<input type="checkbox"/> Amount for _____ to be transferred for repayment Import bill/ Transfer Documentary Credit document under Ref.No		<input type="checkbox"/> Other Instructions: <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<input type="checkbox"/> Repay Packing Loan Ref. No.: <i>[如有打包贷款, 应优先偿还]</i>			
For Bank Use Only Bill Ref.No: CIF: Finance Type: Bill Category: <input type="checkbox"/> CBN <input type="checkbox"/> OB <input type="checkbox"/> CBC <input type="checkbox"/> EBC		This application is subject to the Terms and Conditions set out overleaf. <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 10px auto;">S.V.</div> <i>[签章应与申请人在我行的预留印鉴一致]</i>	
Processor	Releaser 1	Releaser 2	Authorized Signature(s) & Company's Stamp

Please do not write on or cover this section



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67ea3b83-b63d-4db3-94cf-f65cb1776005

TERMS AND CONDITIONS

FOR COLLECTIONS (D/A and D/P):

1. This collection is subject to the Uniform Rules for Collections, International Chamber of Commerce Publication currently in force as the same may be amended from time to time, and to these terms and conditions of collections, as the same may from time to time be amended and the laws applicable to you and the terms and conditions of collections of any banks whose services may be utilized by you for the purpose of this collection.
2. You assume no liability or responsibility for any consequences arising out of any act or omission by you in good faith resulting from your interpretation of our instructions, and we shall not be entitled thereafter to dispute or question your interpretation.
3. You shall have a lien on all our documents in your or your agent's possession as security for the payment of all sums due from us to you howsoever arising.

FOR COLLECTION/ADVANCE/AGREEING TO ADVANCE AGAINST DOCUMENTS/DRAFTS UNDER DOCUMENTARY CREDIT

4. The expression "documents" has the meaning defined in the Uniform Rules for Collections, International Chamber of Commerce Publication currently in force as the same may be amended from time to time. References to "the documents" and "the draft(s)" are to the documents and draft(s) mentioned on the Collection Order. For documents and draft (s) under documentary credit are subject to Uniform Customs and Practice for Documentary Credit International Chamber of Commerce Publication currently in force as the same may be amended from time to time.
5. We shall:
 - (a) pay to you on demand the face amount(s) of the draft(s) negotiated or discounted or in respect of which advance(s) were made by you for, from or to us which shall for whatever reason (whether or not known to you) be dishonoured on presentation for acceptance, deferred payment or payment, together with interest thereon at such rate or rates as you may in your absolute discretion determine for the period from the date of dishonour to the date of our payment to you, both dates inclusive;
 - (b) pay to you on demand all sums including interest, collection charges and expenses which you are entitled or instructed to collect in respect of the documents and which for whatever reason are not paid to you on presentation of the documents, together with interest thereon as aforesaid; and
 - (c) indemnify you against all liabilities, charges and expenses (including legal costs on the solicitor and own client basis) incurred or payable by you by reason of any steps or legal proceedings taken by you (there being no obligation on you to do so) for the purpose of obtaining payment in respect of the documents or with respect to the goods referred to in the documents, and pay or repay to you on demand all sums which you may or shall be liable for or pay in respect of such liabilities, charges and expenses, together with (where you have paid the relevant amount prior to our repayment thereof to you) interest thereon at such rate or rates as you may in your absolute discretion determine for the period from the date of your payment to the date of our repayment to you, both dates inclusive.
6.
 - (a) The existence of any discrepancies between the documents and/or drafts presented and the terms of the documentary credit of any nature whatsoever shall not affect in any way our liabilities owed to you in respect of or arising out of the documentary credit.
 - (b) Nothing which you shall have done or omitted or delayed to do with respect to the documents including without limitation their presentation, protest (or other legal process in lieu thereof) for non-acceptance or non-payment, or release, or the goods referred to in the documents, and no settlement by you of any claim or proceedings relating to the documents shall, provided you shall have acted in good faith, discharge or prejudice our obligations under Clause 5 hereof.
 - (c) Without prejudice to Clause 6(b) hereof, no delay or loss in transit of any messages, letters or documents, or delay, mutilation or errors arising in the transmission of any telecommunication, or errors in translation or interpretation of technical terms, and no refusal to honour the documents by reason of any circumstances arising from force majeure, riots, civil commotions, insurrections, wars, strikes, lockouts or any other causes beyond your control, shall discharge or prejudice our obligations under Clause 5 hereof.
7. Upon full payment by us to you on demand and provided that you are satisfied that we shall be under no further obligations or liabilities to you hereunder, you will at our cost and risk deliver to us such of the documents as are then in your possession or power.
8. In case "Collection (Payment after proceeds received) for bills/documents to nominated bank stipulated in the Documentary Credit" is selected, you are authorized to: dispatch the bills/documents to the nominated bank for negotiation and/or honor; and 2) hold our account and remit the negotiated amount to negotiation bank according to negotiation bank's instruction in case negotiation bank fails to receive payment under the Documentary Credit from issuing bank.

APPLICABLE TO ALL TRANSACTIONS

9. You may, unless agreed otherwise, in your sole and absolute discretion, reject this application without need of giving any reason therefor. Once approved by you, this application will constitute a binding agreement between you and us.
10. You may, at our risk and cost, utilize the services of any banks for the purpose of any matter referred to herein.
11. We shall indemnify you against all liabilities, charges and expenses (including legal costs on the solicitor and own client basis) incurred or payable by you for the purpose of giving effect to our instructions or obtaining any payment from us hereunder or in relation to the transactions contemplated in the Collection Order or incurred or payable by you by reason of any foreign laws or usages and shall on demand pay to you interest on all sums paid out by you by reason of any such matters from the date of payment by you to the date of reimbursement by us (both dates inclusive) at such rate or rates as you may in your absolute discretion determine.
12. A certificate by your officer as to any sum due from us hereunder and the amount due shall, in the absence of manifest error, be conclusive evidence thereof.
13. Each of the persons signing this application (in one's own personal capacity and as authorized representative(s) of us) warrants and represents to you that all the documents and/or drafts delivered or to be delivered to you for advancing, negotiation, honoring or collection purpose relate to sale of goods as described in the documents and acknowledge that you have relied on such warranty and representation when assessing this application.
14. You are hereby authorized to accept any instructions that you receive by facsimile or telephone that you reasonably believe are given by us, for using our company's specimen chop. We will provide to you such company specimen chop in advance, for your custody and use on our behalf. Save only for gross negligence or fraud by the Bank (or its staff), you will not assume responsibility or liability for such chop or its use, including but not limited to loss or misuse of such chop or for any consequences arising from any amendments authenticated by such chop. In the event that you accept any remote instructions given by facsimile or telephone or such other communication device as you may from time to time approve as a service channel, you shall be entitled at any time, at your absolute discretion, to require confirmation, in such form as you may determine, of such remote instructions before carrying them out.
15. We and our counterparty shall fulfill our anti-money laundering, anti-terrorist financing and anti-tax evasion obligations and responsibilities according to the relevant state provisions.
16. References to "the Bank, you, your" include, to the extent applicable, your branches in the world, your correspondents, your agents and your successor and assigns. This application and our agreement will remain valid until notification by you of its cancellation.
17. You shall be entitled from time to time by notice to us to amend these terms and conditions in such manner as you shall in your discretion consider fit.
18. The terms and conditions of this application are written in Chinese and English. In case of any discrepancy, the Chinese version shall prevail.
19. We hereby undertake to comply with all the regulation (including its update time to time) issued by regulatory or supervisory authorities which shall be deemed as part of these terms herein.
20. This application shall be governed by and construed in accordance with the laws of the People's Republic of China.

