

APPLICATION FOR SHIPPING GUARANTEE

TO: DBS Bank (China) Limited (“you”, or “your”, which expression shall include its successors and/or assigns)

DATE: _____

Dear Sirs,

In accordance with the terms and conditions listed in this Application, we:

- Enclose herewith for your countersignature our letter of guarantee/indemnity addressed to _____, calling for the under mentioned goods, the bill of lading for which has not yet arrived.
- Enclose herewith air consignment note/air waybill/parcel post receipt for your endorsement or signature as guarantor to enable us to take delivery of the under mentioned goods.

MARKS&NO.	A/C No.	
	Documentary Credit No.	
	Amount	
	No. of package	
	Vessel/flight No.	
	B/L /ACN /AWB/P.P.R. No.	
	Shipment date	Shipment from
	Description of goods	

In consideration of your countersigning/endorsing or otherwise signing the abovementioned document (“**Shipping Guarantee**”), we hereby agree to indemnify you and hold you harmless from all consequences that may arise from so doing.

*We agree to be bound by your prevailing General Banking Terms and Conditions, the applicable Jurisdiction Schedules, Trade Services Schedule and other relevant Service Schedules (each as may be amended, supplemented, substituted and/or replaced from time to time, collectively “**Terms**”). We confirm that we have been given such prevailing Terms or accessed them, where published, at www.dbs.com.cn and have reviewed them.*

This Application constitutes a “Form” referred to in the Terms.

We further agree that:

- (i) you may endorse in our name any relevant bill of lading or other document, so that the same may be delivered directly by you to each relevant shipping company or forwarding agent to procure the release of your liabilities under the Shipping Guarantee and the return of the same to you for due cancellation;
- (ii) until your release from the relevant guarantee and the due honour and discharge by us of all drafts relevant to the goods concerned, the bills of lading or other documents of title shall, on their receipt by us if made out to us or to our order, be endorsed to you or to any other person as you may direct, and such goods and the proceeds of any sale or other disposal thereof shall be held by me/us on trust for you.
- (iii) We warrant that other than the pledge created in your favour, the said goods are not subject to any other third party rights. Should the said bill of lading comes into possession of others for whatever reason, we will take immediate steps to release your any and all liabilities under the Shipping Guarantee.
- (iv) In relation to the facilities secured/guaranteed by offshore entities/individuals (“Offshore Security”), we hereby declare that, at the time of this drawdown/utilization of facilities, there is no existing default or outstanding amount payable by us to the offshore entities/individuals under any transaction supported by the Offshore Security (including the transactions we entered with you or any other financial institutions). We further undertake and confirm that all the information in relation to transactions supported by the Offshore Security shall be true, complete and accurate and we shall promptly notify you in writing of any change to such information. We acknowledge that if the Offshore Security is enforced, before full satisfaction of indebtedness owing by us to the offshore entities/individuals, we shall not execute any documents for transactions supported by Offshore Security and new drawdown/facilities will not made under the existing facility document supported by Offshore Security.
- (v) We acknowledge that we may check your latest Corporate Banking Tariff (the ‘Tariff’) by logging into your website (www.dbs.com.cn), entering into webpage of ‘Corporate Banking’ or ‘SME Banking’, and clicking the ‘Corporate Bank Tariff’ in the information toolbar at the bottom of these pages. We also agree to pay relevant fees in accordance with your Tariff or mutually agreed within the range of your standard fee. We acknowledge that your Tariff may be revised from time to time and published according to the regulatory requirement. If we have any query on the fee standards set out in this Application or other documents or have any complaint about irregular charge of fees, we understand that we may call your complaint hotline at 400 821 8881.

S.V.

 Authorized Signature(s) and Company Specimen Chop