

To: **HSBC Bank Malaysia Berhad**
(Company No. 127776-V)

..... Branch

Date

APPLICATION FOR IMPORT LOAN

- Foreign Currency Import Loan (FLI) FSMI2 Import Loan (LCG)
 Local Currency Loans Against Import (LAI) SAF Import Loan (BOJ)

Name of Company		Invoice No
Bill No.	Amount	Due Date

FOREIGN CURRENCY LOAN
Please retire the above bill to an Import Loan Account in the same currency for days for the full amount of the bill less prepayment, if any.
At maturity, please debit the amount of the loan
 *at current selling rate
 Against Contract No.
Together with accrued interest and charges to my/our Current Account No.

LOCAL CURRENCY LOAN
Please retire *at current selling rate
 against Contract No.
The abovementioned bill to a Import Loan for days for the full amount of the bill less prepayment, if any, together with the accrued interest and charges. Please debit my/our Current Account No. on the date of maturity of the loan.

The abovementioned Import Loan is to be against Trust Receipt for

TRUST RECEIPT
In consideration of HSBC Bank Malaysia Berhad ("the Bank") releasing to me/us the documents specified in the Schedule hereto ("the Document"), receipt of which I/we hereby acknowledge/s and the Bank's granting or continuing to make available credit or banking facilities or other financial accommodation for so long as the Bank may think fit, I/we hereby agrees to the terms and conditions printed overleaf.

Documents		Schedule				
Bill of Lading/Air Waybill No	Other Documents	Description	Quantity	Gross Weight	Marks and Numbers	Vessel

I/We hereby certify that this financing is requested for the genuine trade of my/our company and that no other finance has been requested from any other financial institutions against the invoice (if any).

I/We hereby acknowledge my/our indebtedness to the Bank for the full amount of the loan plus interest at such of the Bank's current rates as the Bank may determine applicable (subject to any fluctuations without notice) and confirm that such loan account, until repaid, will remain as a continuing liability on my/our part under the terms of the Trade Financing General Agreement (or the General Security Agreement Relating to Goods, as the case may be; in either event, hereinafter referred to as "the Agreement") irrespectively of whether the Agreement had been executed by me/us, including any amendments to the Agreement and any applicable Facility Letter already signed by me/us whereby by documents and/or goods to which the above bill relates are pledged to you as security. We have read the Agreement and confirm that we agree to the terms and conditions contained therein.

I/We further confirm that notwithstanding anything to the contrary stated herein, this loan account remains subject to the Bank's overriding right to repayment on demand.

I/We confirm that all documentary evidence of ownership to goods under financing by the Bank shall remain at all times the Bank's property and are and will be released to me/us from time to time on trust only and that all such documents, the goods to which they relate and the proceeds of their sale are and will be released to me/us on trust for the Bank and solely to the Bank's order and will be separated from and do not form part of my/our property.

Payment Instruction of Import Loan

I/We hereby irrevocably authorise and instruct the Bank to make a direct payment out of the proceeds of the above drawing as follows:

- By Telegraphic Transfer Demand Draft Cashier's Order
 Crediting my/our Account No.

Supplier's Name and Address
Supplier's Account No.
Banker's Name and Address
Message (if any)

Trust Receipt Terms and Conditions

1. The Documents and the goods and/or produce to which they relate (“the Goods”) are now in pledge to HSBC Bank Malaysia Berhad (“the Bank”) and we will receive the Documents and take delivery of the Goods exclusively for the purpose of selling the Goods unless the Bank shall direct otherwise.
2. The Documents, the Goods and the proceeds of their sale are and will be held by us on trust for the Bank and solely to the Bank’s order and we shall pay the proceeds to the Bank, immediately on receipt thereof or of each portion thereof, as the case may be, without set-off or any deduction. Our records shall properly record the Bank’s interest in the Goods.
3. The Bank is hereby authorised to demand and/or receive the sale proceeds of the Goods direct from any buyer or other person and we will immediately advise the Bank of any sale giving full particulars of the buyer and the goods or produce sold.
4. The Goods shall be stored in the Bank’s name and any warrants for the Goods shall be delivered to the Bank. The Bank is hereby authorised to enter any premises so as to inspect or secure possession of the Goods, to remove and dispose of the Goods, or any part thereof, by sale or otherwise as the Bank may think fit and otherwise to deal with the Goods as the Bank may consider expedient.
5. We shall pay all warehousing, freight, dock and other charges relating to the Goods and Documents.
6. We shall keep as far as practically possible this transaction, the Documents, the Goods and all proceeds thereof separate from any others and shall not permit the Goods to be processed or altered without the Bank’s consent.
7. We shall keep the Goods fully insured against all insurable risks and shall hold the policies and any insurance proceeds on trust for the Bank. In the event of loss or damage, we shall account to the Bank immediately for any moneys received from the insurers and shall make good any deficiency.
8. We shall not pledge the Goods as security for any other advances, sell or otherwise dispose of any of the Goods, except by a sale or other disposition as trustee for the Bank in accordance with the terms and conditions of this Trust Receipt.
9. The Bank may, at any time, cancel this trust and take possession of Goods and/or the Documents and/or the proceeds of sale, wherever and in whatever form the same may be. We undertake to return to the Bank forthwith on its request at any time the Documents and to comply promptly and fully with any instructions which the Bank may give as to the manner of dealing with Goods or any of them.
10. We acknowledge and agree that the documents relative to the bill are acceptable as a negotiation under the documentary credit.
11. We acknowledge and confirm our indebtedness to the Bank in respect of all sums due from us on any bills drawn by the Bank in respect of goods covered by this Trust Receipt. We authorise the debit of our account with the Bank in satisfaction of all such indebtedness.
12. Any notice or demand by the Bank shall be in writing signed by an officer of the Bank and may be served by delivering the same to me/us or by registered post addressed to me/us at the address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been served at the expiration of forty eight hours after it has been posted and shall be effective notwithstanding that it be returned undelivered.
13. This Trust Receipt shall be governed and construed in all respects in accordance with Malaysian law.

* Where conversion of one currency into another is required, such conversion shall be calculated at your spot buying rate of exchange (as conclusively determined by you).

STAMP

Authorised Signature(s) and Company Rubber Stamp

Imports Account Number :

For Bank Use	
Signature Verified	