

To: **HSBC Bank Middle East Limited**

## Application for Open Account TR/CIL

Date:   -   -

Office: \_\_\_\_\_

Customer Name	Contact Person:
	Tel no.
Account No	

We kindly request you to debit our Trust Receipt account held with you and arrange to remit the amount of \_\_\_\_\_ by telex transfer/credit to the beneficiary as per the details given below. Please grant us an import loan (TR/CIL) in BHD/USD/GBP/EUR/\_\_\_\_\_ for the above amount for \_\_\_\_\_ days.

BENEFICIARY DETAILS			
Name and Address			
Account No:			
A/C with Bank:			
City:	Country:		
Bank Code*:	SWIFT/Sort Code/Fedwire ID/CHIPS UID, etc): IBAN No. (for EUR currency):		
Beneficiary's Bank Correspondent in the remittance currency	(SWIFT code)		
Payment Details			
Telex Charges	Debit our account No.:		Deduct from proceeds [     ]
Legalization Charges	<b>Collect</b> <span style="float: right;"><b>No</b></span> (If charges are not to be collected, please provide copies of legalised documents)		
<b>Documents (copies) attached (the "Documents")</b>	Invoice/Proforma Invoice		B/L, AWB, Truck Consign. Note etc.
<b>Forward contract</b>	Yes	No	Contract No :

### We hereby agree as follows:

- We hereby acknowledge our indebtedness to you for the full amount of the Clean Import Loan plus Interest and confirm that the Clean Import Loan, until repaid, will remain as a continuing liability on our part. We further confirm that notwithstanding anything to the contrary stated herein, the Clean Import Loan remains subject to your overriding right to repayment on demand and/or the terms of the Facilities Offer Letter already signed by me/ us and is applicable to the Clean Import Loan.
- That where the Documents are released against any advance or credit facility then those Documents and the relevant goods shall be subject to any Omnibus Trust Receipt Agreement in force from time to time and the terms in paragraph 14 below
- We agree that, in relation to any jurisdiction the courts of which would or would not recognise or give effect to the trust expressed to be created by this application, the relationship of you to us shall be construed as one of principal and agent respectively but, to the extent permissible under the laws of such jurisdiction, all other provisions of this application (in particular the contractual provisions contained herein) shall have full force and effect between us.
- We undertake to pay all custom duties or other charges applicable and you shall not be liable to such charges.
- In case the goods imported are for consumption in Bahrain, we undertake to pay the legalization fees before clearing goods if such documents are not legalized as per the Bahrain law.
- We confirm that all submitted documents are backed by genuine trade transactions. We have not obtained and/or will not seek finance from any other bank or financial institution for the Documents submitted with this application.
- We hereby grant in your favour security over the Documents and the relevant goods by way of pledge, charge and assignment, in each case to the full extent possible by law, as security for any amounts owing to you in connection with this application. On and at any time after, you shall be entitled to exercise all rights, powers and remedies conferred on it by law as a secured party in relation to the Documents and the relevant goods.
- We will reimburse you on demand for any advances made against any documents which have not been properly taken up on presentation or in respect of which payment has not been duly made to you.

9. The words "we", "our" and "us" shall be read as "I", "my" or "me" if this application is signed by or on behalf of an individual.
10. If, at any time, any provision of this application is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this application shall in any way be affected or impaired thereby.
11. We acknowledge that it is HSBC's policy to comply with all relevant laws and regulations, including anti-terrorism antimoney laundering and sanction laws and regulations including, without limitation, those sanctions issued by the Central Bank of Bahrain, European Union, the United Nations, the government of the United States and the US Office of Foreign Asset Control.
12. We acknowledge that the Bank may take, and may instruct members of the HSBC Group to take, any action which the Bank in its sole discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions regimes or to act in accordance with relevant laws, regulations, sanctions regimes, international and national guidance, relevant HSBC Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the Group. This includes the interception and investigation of any payment, Communication or Instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime. Such action may include but is not limited to: the interception and investigation of any payment messages, instructions or other information sent in relation to the 'Clean Import Loan'; or making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
13. Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under these terms and conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate under applicable laws and regulations.
14. Terms relating to Trust Receipt
  - 14.1 We, as legal and beneficial owner, hereby assign and transfer to you all our rights, title and interest in and to the Documents and the relevant goods in conditional settlement (in whole or in part) of all principal, interest (including compound interest), fees and other moneys which are owing or which may at any time become due or owing by us to you in respect of or in connection with any facility (including any provided under the Facilities Offer Letter) that you have made available to us for the issue (or otherwise) and/or financing of the Documents or the relevant goods.
  - 14.2 We acknowledge that we have received the Documents and will hold and deal with the same, and also the relevant goods, and all and any proceeds of sale thereof, as trustee for you and in respect of any sale or disposal of the Documents or relevant goods, and as agent on your behalf.
  - 14.3 We will hold the Documents and will only deal with the same for the following purposes and on the following terms:
    - a. We will require the Documents in order to obtain and take delivery of the relevant goods on your behalf.
    - b. Any sale of the relevant goods shall be on your behalf only.
- c. We expressly acknowledge that the relevant goods remain subject to the assignment by way of security in your favour pursuant to paragraph 0.1 above until sale and we undertaking to act as your agent for the sale of the goods and to receive and to pay to you the proceeds of such sale (the Sale Proceeds") (without set-off or any deduction whatsoever) specifically and immediately upon receipt thereof of each portion thereof, as the case may be.
- d. We undertake not to sell or otherwise dispose of the relevant goods or any part thereof on credit or for any nonmonetary consideration or for less than the full market value without obtaining your prior written consent.
- e. Prior to the sale of the relevant goods on your behalf or, in respect to any goods not sold, we will properly store and warehouse on your behalf and in your name, or otherwise as directed by you, all such goods and will hold the same as your agent and advise you, at all times, of their location.
- f. We will insure the relevant goods on your behalf against all insurable risks, on such terms as you may request, and will hold the policies of insurance on your behalf and in the case of loss or damage howsoever caused, we will immediately pay over to you all moneys received from the insurers or otherwise (the "Insurance Proceeds") and, until such payment, will hold the same as trustee and as agent for you.
- g. We acknowledge that you shall have no liability or responsibility to us or to any other third party for the correctness, validity or sufficiency of the Documents or for the existence, quantity, quality, condition, value or delivery, or otherwise, of the relevant goods.
- h. Any sale or other disposal of the relevant goods or part thereof shall (if requested by you) be made by us only to purchaser(s) to whom we are not indebted (whether actually or contingently) or under any liability whatsoever.
- i. We shall advise you immediately of any change or deterioration in the state of quality, or otherwise, of the relevant goods, and shall keep the same and the Documents free from any mortgage, charge, pledge, lien or other encumbrance whatsoever.
- j. At your request, we undertake to allow access to your authorised staff to our premises for physical inspection of the relevant goods.
- k. We undertake to return to you forthwith on your request at any time (irrespective of whether the purpose set out herein has been completed or not and without prejudice to our payment obligations to you) the Documents and/or any other documents received by us in exchange therefore and to comply fully and promptly with any instructions which you may give us as to the manner of dealing with any of the relevant goods or regarding the removal, storage or the disposal of the same at our expense by sale arranged by you or otherwise.
- l. This transaction shall be kept separate from all other transactions and the Documents, the relevant goods and the Sale proceeds or, if applicable, the Insurance Proceeds, shall at all time be kept separate and distinct and capable of identification from any other documents, goods or proceeds of sale relating to or arising from any other transaction.

S.V.

Authorized Signature with Company Stamp

\*By signing above, I/We confirm My/Our agreement to the terms and conditions numbered 1 to 14.3 above.