

Terms and Conditions for Shipping / Air Waybill Guarantee (the “Agreement”)

1. In consideration of the Bank acceding to our application to endorse, countersign or issue letters of guarantee or indemnity to shipping companies / airlines (or their agents), carriers or consignors of Goods to enable us to obtain replacement Bills of Lading and/or delivery of Goods, we hereby represent/agree/undertake as follows:
 - a. to take delivery of the Goods, place the Goods in storage in a suitable warehouse (at our expense) on trust for the Bank and to and do so pledge such Goods and the Bills of Lading or Air Waybill relating to the Goods in the Bank’s favour as security for all outstanding liabilities, loans, expenses which we may owe to the Bank in connection with this Agreement with liberty to sell as the Bank’s agent without any set off or deduction and whereupon we shall account for and pay the proceeds over to the Bank as soon as they are received. Whilst the Goods are in storage and in any case, prior to any sale, we shall keep the Goods fully segregated from goods belonging to any other party and prevent any commingling of such Goods. We shall procure and hand over any warehouse receipt or attornment made out in the Bank’s favour;
 - b. to keep the Goods insured against fire, theft and pilferage at our charge, the Policy money being payable in case of loss to the Bank and to do all other acts and things necessary to protect and preserve unimpaired the property and lien of the Bank in the said Goods, the Bills of Lading and other documents of title thereto;
 - c. that we have full and unencumbered title to the Goods and that there is no party with title, rights and interests in the Goods superior or ranking in higher priority to ours;
 - d. to indemnify and keep the Bank indemnified and held harmless against all proceedings, actions, payments, claims and/or demands which may be made against the Bank by any party (including the Carrier) in whichever jurisdiction or in arbitration, in respect of the Goods or the delivery thereof or the issuance of the letter of indemnity or guarantee, including losses, damages, costs (including legal costs as between Solicitor and Client) or any other expenses or liabilities of any kind whatsoever which the Bank may sustain or incur, either directly or indirectly, in connection with or arising from or in relation to the Bank acceding to our application;
 - e. to allow the Bank at the Bank’s sole discretion without reference to us notwithstanding any instruction by us to the contrary, to compromise settle pay or resist any claiming arising out of the release of the Goods to us without releasing us from our liabilities to or obligations to indemnify the Bank;
 - f. to provide the Bank at its first demand with sufficient funds to defend any proceedings whether by way of court proceedings or arbitration instituted against the Bank at any time in respect of the Goods, including all legal fees and costs. If called upon, we undertake at any time while the Goods are in our possession to deliver same to the Bank and to procure for the Bank all warehouse receipts and attornment in the Bank’s favour in respect of the Goods;
 - g. to waive all irregularities, discrepancies, inconsistencies, omissions, insufficiencies, missing documents and delays in the documents received by the Bank or tendered under the letters of credit/documents sent for collection relating to the said draft or drafts and/or documents and accept that all documents correspond with the letters

of credit or terms for collection and we will accept any draft(s) and/or documents on us and the Bank is irrevocably authorised to pay on presentation or maturity, as the case may be, the amount or amounts of the said draft or drafts and /or documents together with all charges and to debit our account accordingly. Supplier's shipping documents will be sent through the Bank to us.

- h. unless otherwise instructed in writing by the Bank, to procure the return of letter of indemnity/ guarantee to the Bank for cancellation upon receipt of the original title documents or such documents as demanded by the Bank in order to satisfy itself at its sole discretion that there will be no further claims made for or in connection with the shipment;
 - i. to hold the Goods under trust receipt on terms and conditions contained in this Agreement;
 - j. that the Goods and the documents relating to the Goods have not been pledged, mortgaged, charged, hypothecated or the subject of any other form of security to or in favour of any other bank, firm or person and we hereby further promise and agree that they will not be so pledged, mortgaged, charged, hypothecated or otherwise encumbered without the Bank's written consent;
 - k. that notwithstanding anything hereinbefore contained, we will on demand by the Bank at any time before sale, deliver possession of the Goods to the Bank and its servants or agents shall have the right for the purpose of taking possession or making inspection thereof to enter the warehouse or other places where the Goods may be and we agree that the Bank may at any time after receiving possession thereof and without notice to or further authority from us sell the said good in such matter and for such price as the Bank shall think fit and apply the net proceeds of sale on or towards satisfaction of the amount then owing by us to the Bank. We further agree that the Bank shall have the power to sell and apply the net sale proceeds of the said good in like manner at any time;
 - l. that the proceeds of any sale of the Goods and all insurance money shall until paid over to the Bank be kept separate and distinct by us from any other proceeds of sale or insurance money relating to or arising from any other transaction or monies in our account. Such proceeds of sale and insurance money shall always be capable of identification as being held on trust for the Bank;
 - m. to authorise the Bank from time to time and at any time without reference to us to set off and/or debit our current account to make a deposit/ to earmark our current account with S\$ equivalent to the extent of all such sums which the Bank have paid and all or any sums of monies demanded by the Bank pursuant to clause (a) hereof.
2. We also irrevocably and unconditionally undertake and agree that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law (including the Goods and Services Tax Act (Cap 117A)) or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks), they shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our accounts with the Bank for payment

of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of this Agreement and the transactions contemplated thereunder.

3. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and the Bank's overseas branches, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposits with the Bank to (i) the Bank's head office, any of the Bank's representatives, documents checking and processing centres and branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to our facilities, (iv) any guarantors, third party pledgors or security providers and the Bank's agents and independent contractors, (v) any insurers with whom insurance cover is taken out in connection with our application, and (vi) any third party for use in connection with the provision of Bank's products or services.
4. Each of the provisions of this Agreement shall be several and distinct from one another. If any one or more of the provisions contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of each of the remaining provisions contained herein shall not in any way be affected, prejudiced or impaired thereby.
5. A person who is not party to the terms herein has no rights under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any terms in this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of Singapore. We agree to submit to the non-exclusive jurisdiction of the courts in Singapore in respect of any disputes arising out of or in connection with this Agreement. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Bank in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against the Bank, we agree that Singapore Courts shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this Agreement. We agree to waive and do so waive any right vested on us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.