

Terms and Conditions for Packing Loan (the “Agreement”)

1. Proceeds of the Packing Loan will be utilised for payment directly to the suppliers of the goods only.
2. We undertake to land, store and deliver the goods to buyers and provide copies of our sales invoices for the goods forthwith on the same being issued showing the names of the buyers and the sale price in each case. The shipping documents and documents of title for or relating to the goods together with the proceeds of sale are held by us on trust for the Bank. For sale made against letter of credit, we undertake to provide and lodge the original letter of credit with the Bank. For sale made against collection, we undertake to course the shipping documents and documents of title for or relating to the goods through the Bank for collection purposes.
3. We declare that the trade transactions underlying the Packing Loan are genuine and confirm that we have not and will not obtain any other financing for these transactions from any other party.
4. We shall keep the goods free from any mortgage, charge, pledge, lien or other encumbrance (except in the Bank’s favour) and will not without the Bank’s prior written consent, cancel the sale contract or change the payment terms or sell or otherwise dispose of any of the goods on deferred terms (other than normal trade credit) or for any non monetary consideration or for less than current market value.
5. We undertake to advise the Bank of the whereabouts of the goods at all times and to insure the goods against all insurable risks including fire and flood for their full value and also (if required) against marine risks and to hold the policies and proceeds in trust for the Bank and in case of loss or damage to the goods howsoever caused to pay over to the Bank forthwith all monies received from the insurers or otherwise in respect of such loss or damage and to make up any deficiency. The goods are and shall be at our sole risks.
6. Proceeds from the sale of the goods shall be received by us as trustees for the Bank and as agents on the Bank’s behalf utilised for repayment of the Packing Loan.
7. The Packing Loan shall be subject to such other terms and conditions as the Bank may from time to time specify.
8. We agree to indemnify the Bank in full and keep the Bank indemnified in full against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank granting Packing Loan to us howsoever, including without limitation, all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank’s rights under or in connection with this Agreement.
9. In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law or contract, the Bank may at any time at the Bank’s discretion and without notice to us earmark, debit, set-off or transfer any sum or sums standing to the credit of our account from time to time (including any fixed deposit account,

notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of the Packing Loan. Any and all currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.

10. 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 account 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 the Agreement and the transactions contemplated thereunder.
11. Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.
12. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and 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 deposit 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.
13. 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.
14. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms and conditions herein.

15. 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.