

Hatton National Bank PLC - EXPORT COLLECTION AND / OR NEGOTIATION FORM

Date: DD/MMM/YYYY		Drawer/Exporter (Name & Address)					
Reference No.		Contact details					
Drawee/Importer (Name & Address)			Documents to be delivered to (Name of address of Bank)				
Amount			Tenor of Draft		Draft No.		
Goods (Brief Description)			<input type="checkbox"/> Sight <input type="checkbox"/> (Indicate tenor other than sight)				
Draft(s) and accompanying documents listed below (number of copies specified) are presented for							
Bills drawn under LC No. <input type="checkbox"/> Negotiate documents and dispose proceeds as per instruction under "Disposal of Proceeds." <input type="checkbox"/> Present documents to issuing / confirming / negotiating Bank after examination. <input type="checkbox"/> Present documents to issuing / confirming / negotiating Bank without examination Subject to ICC Uniform Customs and Practice for Documentary Credit currently in force.			Bills drawn not under LC <input type="checkbox"/> Purchase / Discount subject to Final payment <input type="checkbox"/> Collection of Proceeds Subject to ICC Uniform Rules for Collection currently in force				
Collection of Charges and Interest <input type="checkbox"/> Your charges are to be paid by drawee <input type="checkbox"/> Do not waive interest and/or charges if refused by the drawee <input type="checkbox"/> All charges are to be paid by us <input type="checkbox"/> Waive interest and/or charges if refused by drawee and charge them to us <input type="checkbox"/> Interest to be collected from drawee at % p.a. from Until date of payment			Other Conditions Documents to be dispatched <input type="checkbox"/> In one lot by courier <input type="checkbox"/> In two lots by courier <input type="checkbox"/> In two lots, one by courier & the other by registered air mail. <input type="checkbox"/> Any other conditions attached in the annexure				
Instruction for bills which are sent on collection (Bills drawn not under LC) Deliver documents against <input type="checkbox"/> Payment <input type="checkbox"/> Acceptance			Protest Instructions <input type="checkbox"/> Do not protest <input type="checkbox"/> Protest for non-acceptance/non-payment				
Please instruct the Collecting Bank (Bills drawn not under LC) to : <input type="checkbox"/> Advice Payment and/or Acceptance & Due date by SWIFT <input type="checkbox"/> Advice non-acceptance/non-payment by SWIFT							
Bill of Exchange	Commercial Invoices	Bill of Lading	Packing List	Insurance Policy/Certificate	Certificate of Origin	Consular Invoice	Non-Negotiable Bill of Lading
Phyto. Certificate	Quality Certificate	Air Way Bills	Weight List	Inspection Certificate	Other Documents (Please specify)		
Disposal of proceeds & recovery of charges <input type="checkbox"/> Credit proceeds to our account no <input type="checkbox"/> Kindly recoverunder pre-shipment loan <input type="checkbox"/> Debit account for charges <input type="checkbox"/> Please apply exchange rate/Forward contract No. <input type="checkbox"/> Other instructions (specify)				We agree to the terms and conditions on the reverse [company seal & signature(s)]			

TERMS AND CONDITIONS

1. I do hereby agree at all times on my behalf and my heirs executors, administrators nominee/s and assigns to hold the Bank and its successors and assigns harmless and indemnified against all actions proceeding claims and/or demands which may be brought or made against the Bank and also against all losses, damages, costs, charges and expenses which the Bank may suffer or incur or be put to by reason or in consequence thereof including and not limited to the:
 - (a) Dispatch of shipments to ports of sanctioned countries.
 - (b) Submission of apparent fraudulent documents.
 - (c) Submission of documents which may indicate sanctioned countries, vessels or entities.
 - (d) Submission of documents to non-existing banks or Buyers.
 - (e) Documents sent via courier delivered to wrong party.
 - (f) Documents sent via courier misplaced by the courier company.
 - (g) Correspondent bank/supplier's bank refuses to handle documents.
 - (h) Buyer does not accept documents.
 - (i) Non receipt of funds for export bills purchased/discounted.
 - (j) Communication via e-mail, fax etc.
2. This collection is subject to the current version of the International Chamber of Commerce("ICC"), Publications (Uniform Rules for Collections or Uniform Customs and Practice for Documentary Credits)("UCP") (Current Version) as the case may be, any guidelines or directives prescribed by the Central Bank of Sri Lanka/Bankers Association of Sri Lanka/Statutory and Regulatory bodies and Laws of Sri Lanka.
3.
 - 3.1 All items not payable at this office, and relative documents are received only for transmission at your risk by mail or other means, and without liability to us.
 - 3.2 All relative documents may be routed directly or circuitously through any of our branches or correspondents subject to their internal regulations, or be sent directly to the drawee or maker or paying agent, for payment in any case in cash or credit to the transmitting bank or draft or certification of the drawee, maker, paying or other bank.
 - 3.3 We accept no responsibility for and you hereby exempt us from
 - any and all liability arising out of or in connection with
 - any error, act, neglect, omission or failure on the part of any of our employees, agents, sub-agents or correspondents or their employees or agents for any delay, loss, damage or expense
 - incurred arising out of or as a consequence of this application or caused directly or indirectly by any matter beyond our control or as a consequence of any other cause whatsoever.
4. Credited items may be charged back at any time prior to receipt of full payment in cash at this office.
5. Furthermore collections are subject to our conditions and to those of our correspondents, agents and sub-agents as well as to the laws and regulations ruling in the countries concerned.
6. We shall exercise due diligence in the selection of our correspondents and agents. However, in the event you designate a correspondent or agent, other than one of our own selection, we shall follow your instructions upon explicit understanding that you assume and confirm all the acts of such correspondent of your own choosing and agree to hold us harmless from all consequences thereof.
7. I/We do hereby agree at all times, on my/our behalf fully and effectually indemnify and keep the Bank and your successors in title and assigns and all persons claiming through or under you or them indemnified against all actions proceedings losses costs claims demands or expenses whatsoever, which may be incurred, sustained, taken or made against or become payable by the Bank or by them by any reason of or consequent to or attributable to the following:
 - (a) Due to the third party/ies is/are claiming the title documents from you;
 - (b) For Non-performance of the Beneficiary under the sales contract with the buyer or a commercial dispute between the Beneficiary and the buyer;
 - (c) A court decision prohibiting payment by the Issuing Bank/buyer/confirming bank;
 - (d) Any discrepancies in the documents (irrespective of whether such discrepancies may have been noticed by you at the time of negotiation of the documents or whether you had the opportunity of satisfying yourself with regard to the form, sufficiency or genuineness of the documents submitted for negotiations)
 - (e) The Issuing Bank or the confirming bank refusing to accept the documents on the grounds that they are not in conformity with any amendments which may have been made to the Letter/s of Credit with our concurrence but which amendment may not have been brought to your notice or knowledge or any other ground whatsoever (including fraud)
 - (f) For non-compliance by us or the buyer of relevant exchange control regulations and any other regulations such as those relating to exports/imports
 - (g) Political issues in the country of the Issuing Bank/confirming bank/ or in the country of the buyer
 - (h) Insolvency of the Issuing Bank or the Buyer
 - (i) For non-insurance or improper or inadequate insurance of merchandise any other dispute relation to the insurance
 - (j) For deficiency in description of quantity quality weight condition delivery or value or misrepresentation in respect of same
 - (k) For any other reason whatsoever in relations to such exportsFurther we hereby waive all right to contest the amount or nature of claims paid by us under this letter of Indemnity.
8. It is mutually agreed that your use of our collection services entails your entire acceptance of our services as applied for herein entails your unconditional acceptance of the above conditions.

We agree to the terms and conditions on the reverse
[Company seal & signature(s)]