

# Request for import loan

## 1. Your details

**\*Denotes a mandatory field**

Borrower name* (in full)	<input type="text"/>		
Name of contact person (for queries)	<input type="text"/>		
Telephone*	<input type="text"/>	Your reference (if any)	<input type="text"/>
Email	<input type="text"/>		

## 2. Loan details

**2.1** What do you want the import loan (hereinafter the "Loan") for?\* (please complete one)

**2.1.1**  To make an advance payment to your supplier (pre-shipment loan)

**2.1.2**  To pay your supplier against proof your supplier has shipped the goods to you (or to your order)


**2.1.3**  To pay HSBC or your supplier in connection with a presentation under a documentary collection where you are the buyer of the related goods, or a documentary letter of credit where you are the applicant

(please insert documentary letter of credit or documentary collection reference number)

L	L	L	L	L	L	N	N	N	N	N	N	L	L	L
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**2.1.4**  To extend and increase on existing pre-shipment loan  (please insert loan reference number of the existing loan)


L	L	L	L	L	L	N	N	N	N	N	N
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**2.1.5**  Other (please specify) 


**2.2** Currency\* (please complete both)

Loan currency

Payment currency

**2.3** Loan amount 

Amount (in figures)

**2.4** Loan (or extension) period\* (please complete one) 

Maximum period available for this transaction under your trade facility  or

Number of days (in figures)  or

Repayment date

### 3. Supplier details (If the loan is to pay your supplier, please complete this section)

Supplier's name* (in full)	<input type="text"/>		
Address*	<input type="text"/>		
Supplier's bank's name and address*	<input type="text"/>		
Bank SWIFT code	<input type="text"/>	Account number	<input type="text"/>
Sort code (UK payments only)	<input type="text"/> <input type="text"/> <input type="text"/>	-	<input type="text"/> <input type="text"/> <input type="text"/>
IBAN ? (European payments only)	<input type="text"/>		
Supplier's invoice number(s)*	<input type="text"/>		

### 4. Payments from you

**4.1** Please give details of the account to debit for repayment of the loan\*

Account number  -  -

**4.2** Currency conversions (Please complete if you want us to conduct any currency conversions under specific foreign exchange (FX) contract(s))

HSBC FX contract number(s)

**4.3** What account do you want us to debit for interest and other charges due from you in connection with the loan\* (please complete one)?

same account as stated in 4.1 above (please go to section 5)  **or** another account (please specify which in the boxes below)

Account number  -  -

### 5. Special instructions (if any)

Please give us any special instructions in the box below. For example:

- if the loan is to pay your supplier and the loan is less than the payment amount, tell us this and details of the account (number and sort code) to debit the shortfall
- if you need to repay another loan in order to have facility limit available for this loan, tell us the reference number of the loan you are repaying

### 6. Terms

By making this request, you are agreeing to the following.

- 6.1 The Bank, **HSBC, we, our** and **us** means the member of the HSBC Group to which **you**, the **Borrower**, are making this loan request.
- 6.2 You request HSBC to give you a loan, or to extend or extend and increase an existing loan, as set out above. Moreover, you hereby certify that the Loan is being requested for the genuine trade of the Borrower/Borrower's company and that no other loans have been requested from any other financial or credit institution against the invoice (if any).

- 6.3 You represent and warrant that neither you, nor any of your subsidiaries, nor any of your or your subsidiary's directors, officers, employees, agents or affiliates, is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (a) the target or subject of any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, or under the laws of the place where the HSBC office to which you are making this request is located, your jurisdiction of incorporation or HSBC's jurisdiction of incorporation (collectively, "Sanctions"); or (b) located, organised or resident in a country or territory that is, or whose government is, the target or subject of sanctions.
- 6.4 You undertake that you will not, directly or indirectly, use, or facilitate the use by any of your subsidiaries or joint venture partners or by any other person of, the trade product you are requesting from us in this request: (a) to fund any activities or business of, or with, any person, or in any country or territory, that, at the time of such funding, is, or whose government is, the target or subject of sanctions; or (b) in any other manner that would result in a violation of a sanction by any person. You represent and warrant to us that the details in this request form, or in any other document you provide to us in connection with this request, about the underlying relationship and the related goods (the "Goods") or services are accurate and are those of a genuine transaction(s).
- 6.5 You confirm that you: (a) comply in each jurisdiction in which you operate with all applicable anti-bribery laws of that jurisdiction and of your jurisdiction of incorporation; and (b) are not party to, or used by any other person for, any money laundering or terrorism financing.
- 6.6 HSBC Group and its service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion.
- 6.7 The Bank may take, and may instruct other members of the HSBC Group to take, to the extent it or such member is legally permitted to do so under the laws of its jurisdiction, any action (hereinafter a "Compliance Action") that the Bank or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include, but is not limited to, the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, extend or extend and increase the Loan or any related instructions that does not conform with Sanctions. The Bank will use reasonable commercial efforts to notify the Borrower of the existence of such circumstances as soon as is reasonably practicable, to the extent permitted by law.
- 6.8 Neither the bank nor any member of HSBC Group will be liable to the Borrower for any loss, damage, delay or a failure of the Bank to perform its duties and obligations (under this request and any loan made under it) arising out of or relating to any Compliance Action taken by the Bank or any HSBC Group member in its sole discretion.
- 6.9 The Borrower will indemnify the Bank for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the "Losses") suffered or incurred by or brought against the Bank arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by the gross negligence or willful misconduct of the Bank.
- 6.10 This request and any loan made under it will be supported by, and subject to, the following terms in the following order of priority: (a) first, the applicable facility letter or other agreement(s) between you and HSBC for the provision of trade finance; (b) secondly, the terms in this request form; and (c) thirdly, any other terms that apply generally to any loans we make to you or to any payments we make for you.
- 6.11 If we make a loan available to you, you undertake to pay us a financing fee in respect of that loan, to repay that loan at the end of the loan period specified in section 2.4 above and to pay us interest on that loan amount in the amount and at the time(s) we agree with you, or if we have not agreed an interest rate or time with you, at our applicable standard rate and at the time(s) we notify to you. Details of our standard fees, interest rates and payment times are available on request.
- 6.12 Where you have requested a loan to pay your supplier: (a) you authorise us to transfer the loan amount to the supplier's account detailed in section 3 (Supplier details) above; (b) if the loan is to pay your supplier for goods prior to shipment, you confirm that the loan amount is not more than %75 of the value of the advance payment to be made to the supplier as per the terms of the Pro-forma invoice/accepted PO ; and (c) if the loan amount is lower than the payment amount, you authorise us to debit the account in section 4 (or the account you tell us in section 5 (Special instructions), if any) with the amount by which the payment amount is greater than the loan amount (the "Shortfall amount"), and to transfer this Shortfall amount together with the loan amount to your supplier.
- 6.13 If you have already agreed to sell the goods to a buyer, or you agree to sell the goods while the loan is outstanding and the on-sale will involve: (a) a documentary letter of credit under which you are the beneficiary (sometimes called an "Export" letter of credit) you undertake, while the loan is outstanding, to lodge the original documentary letter of credit issued by the issuing bank and all amendments to it (if any) with HSBC and make all presentations in compliance with the letter of credit through HSBC; or (b) an outward documentary collection (that is, a documentary collection under which you are the principal), you undertake, while the loan is outstanding, to make all presentations via HSBC.
- You acknowledge and intend that: (a) if you have granted a general pledge in our favour, the delivery of any documents representing title or absolute control to goods you own and that this loan is financing (or will finance) into our possession (whether actual or constructive) shall be subject to its terms, and that pledge will
- 6.14 attach to those documents, goods and any related sale proceeds as security for this loan and all other amounts you may owe us in connection with it; and (b) if you have granted us a general assignment of contracts or receivables, that assignment secures this loan and all other amounts you may owe us in connection with it and will cover any rights you have against your buyers or any other person to be paid, on time and in the agreed currency, for the goods to which this loan relates, and (if that general assignment so requires) you hereby

designate each contract under which any of those rights to be paid arise as an assigned contract under that general assignment. You undertake not to create or allow, while the loan is outstanding, any mortgage, charge or pledge, any lien not arising by operation of law, or any other encumbrance over any goods or related sales proceeds or contractual rights that are connected with this loan other than security in favour of HSBC. You agree to take at HSBC's request, whatever steps are necessary or desirable to make the goods and/or their proceeds subject to the security in favour of HSBC that you intend under this statement.

- 6.15 You undertake to insure the Goods for their full value, or for another value as the Bank shall require, against all insurable risks in such manner as the Bank may require and, if so requested by the Bank, shall arrange for the Bank's interest in the Goods to be endorsed on the relevant policy and direct the insurer to make payment direct to the Bank in respect of any damage or loss;
- 6.16 You irrevocably authorise HSBC to debit: (a) the relevant account specified in section 4 (Payments from you) above; or (b) if no relevant account is specified, in accordance with any standing instructions we have from you that apply to amounts of that type; or (c) if we have no standing instructions for payment of amounts of that type or the account specified in section 4 is closed or does not contain sufficient funds, any account you hold with HSBC, with any amount you owe us in connection with this loan when that amount falls due. This authority is irrevocable and HSBC is entitled to disregard any future contrary instructions by the Borrower unless such future instructions are agreed to by HSBC. Until maturity of the Loan, HSBC is entitled to refuse any debits to the aforesaid account specified in Section 4 (Payments from you) above if the Bank is of the opinion that the repayment of the Loan would be prejudiced by such debiting.
- 6.17 If currency conversions are needed to carry out your instructions or authorisations above: (a) you are exercising your option to take up the FX contract(s) mentioned in section 4.2 above (if any), subject to the terms of those FX contracts; and (b) absent an applicable FX contract or spot trade, you authorise us to carry out the relevant currency conversion(s) using HSBC's selling rate for the relevant currencies at the relevant time.
- 6.18 We are entitled to ignore any supporting document you send with this loan request where the reason for sending it is not obvious or stated by you. We are entitled to examine any documents you send solely for the purpose of verifying information in this request form. By receiving any documents you send, we will not be deemed to be on notice of any other information contained in those documents.
- 6.19 Your request and the terms in this section 6, and any non-contractual obligations arising in connection with any of them, are governed by: (a) the law that governs the Trade Finance General Agreement under which you are making this request (as stated in the facility agreement for that trade facility); or (b) if you have no such Trade Finance General Agreement with HSBC, by the law of the jurisdiction in which the HSBC office to which you make this request is located, and are subject to the non-exclusive jurisdiction of the courts in that jurisdiction.

Signed by the Borrower or its authorised representative(s).

Date

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Print name

\_\_\_\_\_

Print name

\_\_\_\_\_

To submit your request

So we can process your request promptly, please send us:

- this form, signed for the Borrower or by an authorised signatory
- a clear copy of each invoice mentioned in section 3 of the form (not required for making reimbursement in connection with a documentary letter of credit or collection.)
- clear copies of the transport documents relating to each invoice (not required for pre-shipment loan or for making reimbursement in connection with a documentary letter of credit or collection.)

Please post or fax this form, together with all supporting documents, to

HSBC Bank Malta p.l.c.  
Trade and Receivables Finance  
Business Banking Centre  
Mill Street, Qormi QRM3101  
Malta  
Tel: +356 2380 1826  
Fax: +356 2380 4535

We can only accept instructions by fax if we hold a fax indemnity from you. We do not accept loan requests by email.