



中國銀行

BANK OF CHINA MANILA BRANCH

Reference Number _____
Date _____

UNDERTAKING FOR DELIVERY OF CARGO WITHOUT SURRENDER OF ORIGINAL BILL OF LADING

To: _____			
S/S _____	B/L _____	Voyage No. _____	Date _____
Shipper: _____			
Consignee: Bank of China Manila Branch			
Port of Shipment: _____		Destination: _____	
Port of Discharge: _____		Invoice Value of Goods: _____	
Description of Goods: _____			

We are advised that you have issued bill(s) of lading covering the above shipment, and that the goods have been discharged at the above port of discharge and are being held at the risk and expense of the goods.

We desire and request that the goods be delivered to the signatory party claiming the right to delivery or to the order of such party at the above port of discharge. We are currently unable to produce and surrender the bill of lading due to non-arrival or loss thereof.

To induce you to so deliver the goods without the prior production and surrender of such bill(s) of lading, and in consideration thereof, we do hereby represent and warrant, with the knowledge and intention that such delivery be so made in reliance thereof, as follows:

- a) The signatory party claiming the right of delivery is otherwise entitled to the possession of the goods and to the delivery thereof;
- b) We will use our best efforts to locate and produce such bill(s) of lading and, upon location of the same, promptly deliver and surrender it to you; and
- c) We have a financial interest in having the goods delivered as requested, and we have full power and authority to make and issue this Undertaking, and the Bank signatory hereto is not prohibited by law from making and issuing the same, and the persons executing the same on our behalf have full power to do so, and all facts and circumstances requisite to the validity and binding effects hereof fully exist.

Furthermore, to induce you to deliver the goods, and in consideration thereof, we hereby jointly and severally undertake and agree as follows:

- a) To pay you on demand all freight and other charges which may be chargeable in respect of said shipment; and
- b) To indemnify and hold you, the vessels, her owner, charterers, operators, masters and agents free and harmless from all demands, claims, liabilities, actions, and expenses, including attorney's fees, which may result by reason of any breach of the foregoing agreements, representation and warranties.

It is understood and agreed that in no event shall our liability be in excess of the invoice value indicated herein, which liability shall be extinguished upon the production and surrender of the proper bill(s) of lading.

I/We likewise agree that issuance of the Shipping Guaranty and endorsement of Bill of Lading and Air Waybill shall constitute acceptance of any discrepancy(ies) notwithstanding the non-receipt of original documents from the exporter abroad.

BANK OF CHINA

Party claiming right of delivery
(Company Name)

Authorized Signature

SG Date of Issuance _____

Authorized Signature

SG No. _____

LC No. _____



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APPLICATION FOR BANK GUARANTEE

We hereby jointly and severally apply with BANK OF CHINA (Manila) (the "Bank") to become surety upon a Bank Guarantee in favor of _____ ("Beneficiary") to begin on _____ for the production of a negotiable Bill of Lading covering a shipment valued at _____ under your Letter of Credit No. _____. The Bank Guarantee shall answer for any liability on the shipment covered by the Bill of Lading described hereunder. This shall end upon surrender of the original Bill of Lading. A duplicate of the Bank Guarantee is hereto attached and made a part hereof.

The details of the shipment are as follows:

SS/Flight No. _____ BL/AWB No. _____ Voyage No. _____ Date _____
Shipper: _____ Consignee: BANK OF CHINA Manila Branch
Notify Party: _____
Port of Shipment: _____ Destination: _____
Port of Discharge: _____ Invoice Value of Goods: _____
Description of Goods: _____

As consideration for the suretyship, we jointly and severally agree to pay the Bank in advance the sum of P _____ as premium therefor.

We declare that, to the best of our knowledge and belief, said Bill of Lading is not now in the Philippines. We jointly and severally agree that, immediately upon receiving the Bill of Lading covered by this Bank Guarantee, or upon receiving notice that the Bill of Lading is in the Philippines, we will surrender the same for cancellation to _____ and in the event of breach by us of this covenant, or in case we fail to surrender the Bill of Lading as stipulated above and continue to fail to do so within a grace of thirty (30) days after delivery to my/our custom broker of the relative Bill of Lading, we jointly and severally agree to pay the Bank a penalty by way of liquidated damages in an amount equivalent to 1/2 of 1% per month based on the face amount of the Bank Guarantee covered by this Application.

We jointly and severally agree, at all times, to indemnify the Bank and keep it indemnified and hold it free and harmless from and against any and all claims, damages, losses, costs, charges, *taxes* and expenses of whatsoever kind or nature, including counsel's or attorney's fees, which the Bank shall or may at any time sustain or incur in consequence of its having become surety upon this or any other bank guarantee executed on our behalf; and pay to cover, reimburse, and make good to the Bank, its successors and assignees, all sums and amounts of money which it or its representatives shall pay or cause to be paid, or become liable to pay, on our account, of whatsoever kind or nature, together with interest thereon at the prevailing rate prescribed by the Bank, including attorney's fees in connection with any litigation, investigation, or other matter growing out of or connected therewith. Said payments shall be made to the Bank as soon as it shall have become liable thereon, whether it shall have paid out a sum or sums of money or any part thereof or not, and we jointly and severally agree that in any accounting which may be had between the undersigned and the Bank, the Bank shall be entitled to credit any and all disbursements in and about the matter herein contemplated made by it in good faith under the belief that it was liable for the amounts thus disbursed or that it was necessary or expedient to make such disbursement, whether such liability, necessity, or expediency existed or not.

We hereby authorize and empower the Bank, at the latter's sole option and at any time without notice to the undersigned, to apply to the payment of any and all sums due or payable from us to the Bank arising from its obligation as surety and/or any other particular obligation, irrespective of the dates of maturity or whether or not said obligations are then due, any or all moneys, including current account deposits, securities, and things of value which are now or which may hereafter be in its hands on deposit or otherwise to the credit of, or belonging to, me or all or any one of us, and the Bank is hereby authorized to sell at public or private sale such securities or things of value for the purpose of applying their proceeds to such payments, and we jointly and severally hereby hold the Bank free and harmless from any and all liabilities, claims, fees, damages, expenses, taxes and the like arising out of or otherwise related to the aforesaid application/sale of any and all of our assets/deposit.



We shall be solely liable for and shall hold the Bank free and harmless from any damages, losses, costs, charges, taxes and expenses in the event that rules/regulations by the Bangko Sentral ng Pilipinas or other applicable laws, rules and regulations have been violated by our importation.

We agree that issuance of the Bank Guarantee shall constitute acceptance of any discrepancy (ies) and undertaking to pay the Bank the cost of the Import Bills notwithstanding the non-receipt of the original shipping documents from the exporter abroad.

Any damages, losses, costs, charges, taxes and expenses billed by the Bank to us shall be conclusive upon us except in case of manifest error.

The term "bill of lading" shall include air waybills and other transport documents.

If this Application is signed by an individual, the terms "we", "our", "us", shall be read throughout as "I", "my", "me".

If this application is signed by two or more parties, it shall be the joint and several obligations of such parties.

This document and all rights, obligations and liabilities arising hereunder shall be subject to Philippine laws.

Venue in case of litigation hereunder shall be, at the Bank's option, at the proper court of Makati City.

Computation of Charges:		Payment Instruction:	
Details of Payment	Amount	<input type="checkbox"/> Debit Current/Savings	
Commission		<input type="checkbox"/> Account No.	
Documentary Stamp Tax		<input type="checkbox"/> Check Payment	
Miscellaneous Charges		<input type="checkbox"/> Bank/Branch	
VAT		<input type="checkbox"/> Check No.	
Total		<input type="checkbox"/> Cash Payment	

Name of Company
By:

Telephone No.
Fax No.
Contact Person

Signature over Printed Name Signature over Printed Name