

TRUST RECEIPT

信托收据

To: **OCBC BANK LIMITED**
致: 华侨银行有限公司

Date
日期

Dear Sirs

敬启者

In consideration of your handing over to me/us shipping documents and documents of title for or relating to the undermentioned goods (hereinafter called the "said goods") which the title belongs to you,
鉴于贵行已向我/我们交付了所有权为贵行所有的有关下列货物（以下称“该货物”）的装运单据和所有权文件，

BL/AWB No 提单/航空运单编号	Quantity & Description of Goods 货物数量及品名	Marks & Numbers 唛头及号码
LC No 信用证号码		
Vessel/Flight 船/航班		

for the payment or discharge to you of my/our liability to you in connection with or in respect of draft(s) and/or documents drawn on me/us by _____ for

_____ and paid by you or payable by you at my/our request and for my/our benefit:-

因 _____
为 _____

之目的开立的以我/我们为付款人的的汇票和/或文件，并由贵方经我/我们请求并且为了我/我们的利益予以支付或应付而产生的、我/我们对贵行的付款义务或向贵行清偿债务:-

1. I/We hereby undertake to hold the shipping documents and documents of title for or relating to said goods which (together with the goods to which they relate and the proceeds of sale) I/we hold on trust for you.
我/我们兹此承诺，受贵行的信托持有与该货物有关的装运单据和所有权文件（连同与其有关的货物及其销售收入）。
2. I/We hereby undertake to land, store, hold and deliver to buyers to whom I am/we are not indebted or under any liability the said goods and receive the proceeds of sale as Trustees for you and as Agents on your behalf and not otherwise and on sale of all or any of the said goods to remit to you the entire proceeds of sale or any part payment immediately when received without any set off or deduction whatsoever and I/we hereby irrevocably authorise you to receive from the buyers the purchase monies for the said goods and in the meantime I/we hold the same and all my/our rights against the buyers in trust for you.

我/我们兹此承诺，将该货物从船上卸载、存储、保管并交付给买方（我/我们对该等买方没有负债或任何责任），并仅作为贵行的受信托人和代表贵行的代理人，而非其他关系，来收取销售款项，并在该货物全部或部分出售后，立即将全部或任何部分销售收入在没有任何抵消或扣减的情况下汇给贵行。而且，我/我们兹此不可撤销地授权贵行从买方收受该货物的购买款项，同时，我/我们受贵行的信托保有上述对买方的相同权利和我/我们对买方具有的所有权利。

3. I/We agree to furnish you with all necessary particulars to enable you to apply any proceeds of sale so paid as received by me/us to the relevant draft in each case.

我/我们同意，在每次交易中，向贵行提供所有必要的详细信息，使贵行能够将我/我们收到的任何销售收入用于有关的汇票。

4. I/We will pay all freight warehouse dock transit and other charges rent and all other costs of and incidental to the said goods and to indemnify you against the same.

我/我们将支付所有运费、仓储、码头、搬运及其他收费、租金和所有其他该货物发生的费用和杂费，并保证贵行免于支付该等费用。

5. I/We will advise you of the whereabouts of the said goods at all times and I/we will not permit the same to be processed or altered without your prior written consent and shall keep the same free from any mortgage, charge, pledge, lien or other encumbrance (except in your favour).

我/我们将随时告知贵行该货物的下落，并且，未经贵行事先书面同意，我/我们不得准许他方处理或改变该货物，并且将避免该货物上存在任何抵押、质押、典当、留置或其他担保负担（除非对贵行有利）。

6. I/We will forward to you copies of my/our sales invoices for the said goods forthwith on the same being issued showing the names of the buyers and the total sale price in each case.

在每次交易中，将我/我们出具的销售发票的复印件立即提交给贵行，该销售发票复印件上应列明与原件一致的买方名称与销售总价。

7. I/We will not sell or otherwise dispose of any of the said goods on deferred terms (other than normal trade credit) or for any non monetary consideration or for less than current market value without your prior written consent.

未经贵行事先书面同意，我/我们不得以延期付款方式（正常的贸易信贷除外）或者以任何非货币交易对价方式或以低于当前的市场价格出售或以其他方式处理该货物中的任何部分。

8. I/We hereby undertake to return to you all the documents and the said goods represented thereby in respect of which you have not then received the proceeds upon your first demand. You or your duly authorised representative shall be at liberty to repossess the documents or to take physical possession of any of the said goods without any reference to or consent obtained from me/us and to remove the same or any part thereof from the place where they have been stored to any other place you may choose (and you and your duly authorised representative shall have the right to enter any premises in which they are stored and break open any door lock or receptacle to effect such entry or removal) and you may place the same under the care of any one you may select and to dispose of the said goods by sale or otherwise if so required.

我/我们兹此保证，一经贵行首次要求，立即将贵行未收到销售款项有关的所有文件及所对应的货物返还予贵行。贵行或贵行合法授权的代表有权收回文件或实际占有该货物中的任何部分，而无需征询我/我们的意见或征得我/我们的同意，并且有权将该货物或其任何部分从其目前仓储地点移转至贵行可能选择的任何其他地点（贵行或贵行合法授权的代表有权进入该货物的任何仓储地点并开启任何门锁或容器以实现该等进入或转移），贵行可以由贵行可能选择的任何人员管理并且以销售或贵行要求的其他方式处理该货物。

9. I/We undertake to insure the said goods against all insurable risks including fire and flood in their full value and also (if required) against marine risks and to hold the policies and proceeds in trust for you and in case of loss of

or damage to the said goods howsoever caused to pay over to you forthwith all monies received from the insurers or otherwise in respect of such loss or damage and to make up any deficiency. The said goods are and shall be at my/our risks.

我/我们承诺为该货物投保所有可承保的风险，包括全额投保火灾险和洪水险并投保（如需要）水险，并受贵行信托持有保险单和保险收益。若该货物受到无论什么原因造成的灭失或毁损，我们将立即向贵行偿付自保险公司或其他机构收到的该等灭失或毁损的全部理赔款并且向贵行补足不足款额。我/我们应独自承担该货物的风险。

10. I/We undertake that this transaction will be kept separate from any other transaction and that the shipping documents and documents of title, the said goods, the proceeds of any sale and all insurance monies shall be kept separate and distinct from any other documents, goods, proceeds of sale or insurance monies relating to or arising from any other transaction.

我/我们承诺，本交易将独立于任何其他交易。装运单据和有关其所有权的文件、该货物、任何销售收入和所有保险金均独立于且可区别于有关任何其他交易或由任何其他交易所产生的任何其他文件、货物、销售收入或保险金。

11. You shall have no responsibility whatsoever for the correctness validity or sufficiency of the documents handed to me/us for the existence character quality quantity condition packing value or delivery of the said goods.

贵行无需对移交给/我们的文件的正确性、有效性或充足性负责，亦无需对该货物的存在、性质、质量、数量、状态、包装、价值或交付负责。

12. I/We hereby agree to indemnify you your correspondents and agents on demand against all actions claims demands costs expenses (including legal costs on a full indemnity basis) liabilities of whatever nature and losses now or hereafter incurred by you or any of them or by any agent officer or employee for whom you or they may be answerable for anything done or omitted in connection with or arising out of your release to me/us of documents or otherwise in relation to the said goods.

我/我们兹此同意，一经请求立即赔偿贵行、贵行的联系人和代理人被提起的与贵行向我/我们交付文件或与该货物有关的全部诉讼、索赔、请求、费用、开支（包括基于全额赔偿的法律费用）、无论何种性质的债务以及贵行或贵行的联系人和代理人当中任何一方或者任何代理官员或雇员（贵行或贵行的联系人和代理人他们应就其作为或不作为负责）所引起的现在或将来发生的全部损失。

13. I/We authorize you to debit my/our account(s) at the maturity date or earlier as may be required by you for the principal amount, interest and all other related charges in the currency of the transaction or in RMB converted at your prevailing Foreign Exchange Rate unless otherwise agreed beforehand.

我/我们授权贵行在到期日或贵行可能要求的更早的日期，将本金金额、利息和所有其他相关的费用以交易的货币或按照贵行普遍的外汇汇率转换成人民币借记入我/我们的账户，除非事前另有约定。

14. You may at any time at your discretion and without notice to me/us combine or consolidate the balances on all or any of my/our accounts with you in China and elsewhere (notwithstanding that any fixed deposit has not matured or any of the special conditions applicable to the deposit have not been satisfied) set off any sum or sums standing from time to time in or towards payment or satisfaction of all or any of my/our liabilities to you.

在任何时候，贵行可以自行判断且无需通知我/我们，不时将我/我们在中国和其他地方在贵行的所有账户的余额（尽管任何定期存款还未到期或任何针对该存款的可适用的特殊条件还未予满足），合并抵消我/我们对贵行的任何付款金额或清偿我/我们对贵行所有或任何债务。

15. Any demand, notice or other communication by you to me/us shall without prejudice to any other effective mode of service be deemed to have been sufficiently served on me/us if delivered or sent by post to my/our office or place of business last known to you. If it is delivered by post, it shall be deemed to have been received 24 hours after posting notwithstanding its subsequent return to you, and in proving such service it shall be sufficient to prove that the demand, notice or other communication was properly addressed and posted.

贵行发给我/我们的任何要求、通知或其他通讯应在不影响任何其他有效送达方式情况下，如果通过邮局递交或发送至贵行最新知道的我/我们的办公室或营业场所，即被视为有效送达。若以邮件递送，应在投递后 24 小时后视为收到，尽管其送达回复之后才返还贵行。并且，为证明该等送达，只要证明该等要求、通知或其他通讯已经适当地书写收件人信息并已投递即足够。

16. In this Trust Receipt, where the context permits (i) the singular includes the plural and vice versa and references to persons include companies, corporations and partnership firms; (ii) reference to “my”, “I”, “we” and “us” include my/our personal representatives in the case of individuals and include our successors and assigns in the case of corporations and new partners in the case of partnership firms; and (iii) reference to “you” shall where the context admits include your successors and assigns whether immediate or derivative.

在本信托收据中，在上下文允许的情况下(i)单数包括复数（反之亦然），提及人时应包括公司、法人和合伙企业；(ii)提及“我的”、“我”、“我们”时包括在个人情形下我/我们的个人代表，在法人情形下我们的继任者和受让者，在合伙企业情形下的新的合伙人；及(iii)提及“贵行”时，在上下文允许的情况下，应包括贵行的继任者和受让者，无论直接的或间接的。

17. Any change in your constitution or any amalgamation with any other person shall not in any way prejudice or affect your rights hereunder.

贵行组织机构中的任何变动或与任何其他人的任何合并均不会损害或影响贵行在本信托收据项下的权利。

18. This Trust Receipt is of continuing effect notwithstanding the death, bankruptcy, liquidation, incapacity or any change in our constitution or of any of us or any settlement or any other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect your general banker’s lien or any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to you and shall not be in any way prejudiced or affected thereby or by the releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which you may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

本信托凭证将持续有效，而不受我们组织结构或我们任何一方的死亡、破产、清算、失去行为能力，或任何变动、或任何结算、或任何其他情形的影响，并且独立于、且不应混合于、损害或影响贵行现在拥有或将来可用的总体的银行留置、或任何合同权利或其他权利或救济、或任何保证、留置、典当、票据、票证、抵押或其他担保（无论是基于文件的抵押或其他所产生的），并且不因上述内容或贵行豁免、改变或放弃行使或执行任何上述内容或者贵行现在或将来享有的任何权利、或给予宽限期或与任何其他债务人达成和解而受到任何方式的损害或影响。

19. If signed by a firm, this Trust Receipt shall be binding jointly and severally on all persons from time to time carrying on business in the name of such firm or under the name in which the business of such firm may from time to time be continued notwithstanding the retirement or death of any partner or the introduction of any further partner.

若本信托收据由一合伙企业签署，应连带地对不时以该合伙企业名义从事经营或以该合伙企业可能不时持续从事经营的名义下的所有人具有约束力，不管任何合伙人退休或死亡或有任何新的合伙人加入。

20. If this Trust Receipt is signed by two or more persons, all our liabilities, undertakings, obligations and agreements shall be joint and several.

若本信托收据由双方或多方人员签署，我们所有的义务、承诺、职责和同意应视为连带的。

21. That no failure by you to exercise or delay in exercising your right or remedy upon any current failure or omission on my/our part to carry out fully any of the provisions of this or any similar receipt or agreement or of the agreement under which you issued a Letter of Credit under which the said goods were purchased, shall be deemed to be a waiver by you of any of your rights or remedies under either or any of the said papers unless such waiver is given in writing duly signed and authorised by you.

就我/我们已发生的任何违约或疏忽（该等违约或疏忽系指我/我们未能完全履行本信托收据或类似收据或协议或贵行签发的用于购买该货物的信用证的协议下的任何条款），贵行不行使或迟延行使贵行的权利或救济均不得被视为贵行放弃对上述任一文件下的贵行的权利或救济，除非该等放弃由贵行以书面并以适当签署或批准的方式做出。

22. This Trust Receipt shall be governed by and construed in all respects in accordance with the laws of the People's Republic of China but in enforcing this Trust Receipt you are at liberty to initiate and take actions or proceedings against me/us in China or elsewhere as you may deem fit and I/we hereby submit to the jurisdiction of the courts of the People's Republic of China in respect of all matters connected with my/our obligations and liabilities under or arising out of this Trust Receipt.

本信托收据受中华人民共和国法律的管辖并依其解释。在强制执行本信托收据时，贵行有权在中国或贵行可能认为合适的其他地方向我/我们发起或提起诉讼或程序。我/我们兹此服从中华人民共和国法院就我/我们在本信托收据项下或因之产生的义务和责任有关的所有事件的司法管辖。

23. This Trust Receipt is written in both Chinese and English language with same legal effect. Should there be any inconsistency between the English version and the Chinese version, the Chinese version shall prevail.

本信托收据以中英文书写，两种语言具有同等法律效力。如果两种语言有不一致之处，以中文为准。

Yours faithfully

您忠诚的

Authorised Signature(s) & Company's Stamp

授权签字&公章