|  |  |
| --- | --- |
| T/R No.      | Due Date      |
|  |  |
| Customer’s Name and Address          Telephone and Fax No.      |

To :**Industrial Bank Co., Ltd.(A joint stock company incorporated in P.R.C with limited liability), Hong Kong Branch**

**PLEDGE AND TRUST RECEIPT**

Date :

In consideration of your releasingto the undersigned the shipping document(s), godown warrant(s), warehouse receipt(s) and/ordelivery order(s) covering goods specified in the Schedulehereto (the “**Documents**”) held by you as security for the due payment of bill(s) of exchange No.(s)     for       drawn on the undersigned (whether any extension or renewal in part or whole of such has been made thereof) and for the repayment of advances made by you against such bills and/orother liabilities or indebtedness due and owing by the undersigned to you, the undersigned hereby agrees with and undertakes to you as follows:-

1. The documents and the goods and/or products to which they relate (the “**Goods**”) are now and shall remain pledged or hypothecated to you as security forthe due performance of the undersigned’sobligations to you free of any lien, charge or encumbrance in favour of any other person or entity and the undersigned shall receive and hold the Documents and take delivery of anddeal with the Goods exclusively for making delivery to purchasers of the Goods orthird parties forthe purpose of processing and selling the Goods unless you shall direct otherwise.
2. The Documents, the Goods and the proceeds of their sale are and will be held by the undersigned on trust for you and solely to your order butthe undersigned shall bearthe entirerisk and expense. The undersigned shall pay all proceeds of sale of the Goods (in whatever form they may take), and any sums received in respect of insurance relating to theGoods, to you, immediately on receipt, without any set-off, counterclaim or any otherdeduction. The records of the undersigned shall properly record your interest in the Goods. Pending payment of thesale proceeds of the Goods to you, the undersigned shall hold the same on trust for you, and shall keep the same in a separate bank account segregated from all other funds underthe control of the undersigned.
3. You are authorised to demand and/or receive the sale proceeds of the Goods directfrom any buyer orother person, and to exercise all otherrights (if any) of the undersigned as theseller without further reference to the undersigned.
4. The Goods shall be stored in your name or as otherwise directed by youand any warrants and warehouse receipts for the Goods shall be delivered to you as soon as they are received by the undersigned. Pending sale of the Goods, the undersigned undertakes to warehouse the Goodsas you may from time to time direct. You are hereby authorised to enter any premises soas to inspect or secure possession of the Goods and the Documents, to remove and disposeof the Goods, or any part thereof by sale or otherwise as you may think fit and otherwise to deal with the Goods as you may consider expedient.
5. The undersigned shall land, store and hold the Goods and Documents pending their sale and shall promptlypay all duties (including without limitation, customs duties), warehousing, freight, dock and other costs, expenses and charges relating to the Goods and Documents.
6. The undersigned shall advise you of the whereabouts of the Goods at all times and keep this transaction, the Documents and the Goods and all proceeds thereof separate from anyothers and shall not permitthe Goods to be processed or altered without your prior written consent. If the Goods shall be held in premises belonging to the undersigned or otherwisestored with other property of the undersigned, the undersigned shall ensurethatthe Goods are physically segregated and easily identifiable as being held on trustforyou.
7. The undersigned shall not sell or dispose of any part of the Goods on creditterms orfor less (pro rata) than the bill amount (if any) shown in the Schedule hereto without your priorwritten consent, nor shall the undersigned sell the Goods to purchasers to whom the undersigned is indebted or under any liability.
8. The undersigned shall keep the Goods fully insured against all insurable risks (including but not limited to usual marine risks, fire and theft and against any other risk as you mayrequire) at the expense of the undersigned with such insurers as you may approve and shall hold the policies and any insurance instruments and proceeds on trust for you. Theundersigned shall notify you forthwith of any circumstances likely to give rise to an insurance claim under such insurance.In the event of loss or damage, the undersigned shallaccount to you immediately for any monies received from the insurers and shall make good any deficiency.
9. The undersigned shall not sell or otherwise dispose of any of the Goods, except by a sale or other disposition as trustee for you in accordance with the terms and conditions of thisPledge and Trust Receipt.
10. You may, at any time, terminate this Pledge and Trust Receipt and take possession of the Goods and/or the Documents and/or the proceeds of sale or any part thereof, wherever and inwhatever form the same may be. The undersigned undertakes to return to you forthwith upon your request at any time the Documents and/or any other documents received by theundersigned in exchange or substitution for them and to comply promptly and fully with any instructions which you may give as to the manner of processing and dealing with theGoods or any of them orthe removal of them to, or storage of them at, any place.
11. In case delivery of the Goods is taken by letter(s) of guarantee to the shipping company or by other means prior to receipt of the related shipping documents, the value of the Goodsspecified in the Schedule hereto is an approximate value estimated by the undersigned in the absence of the exporter’s invoice. The undersigned shall abide by and accept as theactual value of the Goods such total sum as shown in the Document(s) subsequently received by you.
12. The undersigned shall not mortgage, pledge, charge or otherwise encumberthe Goods for any purpose, nor allow any person (other than you) to acquire any security interest in them, nor partwith control of them without your prior written consent.
13. Your knowledge of any breach, failure or omission in respect of any of the undersigned's obligations hereunder shall not operate as a waiver of or otherwise preclude you fromexercising any ofyourrights hereunder.
14. You shall have no responsibility whatsoever forthe correctness, validity or sufficiency of the Documents handed to the undersigned orforthe existence, character, quality, quantity,condition, packing, value or delivery of the Goods.You shall not be required to take any steps to preserve any rights or interest or claim title in respect of the Goods against any third party, and so if any such steps are required, the undersigned shall promptly undertake the same on your behalf at the undersigned’s entire cost and expense.
15. The undersigned hereby agrees to indemnify you, your correspondents and agents fully and immediately on demand against all actions, claims, demands, costs, expenses, liabilitiesof whatever nature and losses now or hereafter incurred by you or any of them for anything done or omitted in connection with or arising out of your release to the undersigned ofthe Documents or otherwise in relation to the Goods in the absence of any negligence on your part.
16. This Pledge and Trust Receipt is of continuing effect notwithstanding the death, bankruptcy, winding-up, dissolution, liquidation, incapacity or any settlement of account or other matterwhatsoever and is in addition to and shall not merge with or otherwise prejudice or affect your contractual or other right or remedy or any guarantee or other security (whethercreated by the deposit of documents or otherwise) now or hereafter held by or available to you affected thereby or by the invalidity thereof or by you now or hereafter dealing withexchanging, releasing, varying or abstaining from perfecting or enforcing any of the same orany rights which you may now or hereafter have or giving time for payment or indulgenceor compounding with any other person liable. Upon any bankruptcy, winding-up or similar event as aforesaid, all the undersigned’s obligations acceptances indebtedness andliabilities whatsoever whether actual orcontingent now or hereafter due and owing to you shall thereupon (with or without notice by you) mature and become forthwith due andpayable and you may debit the account of the undersigned with you for the same accordingly.
17. If there is more than one party signing this Pledge and Trust Receipt, the liability of each of the undersigned shall be joint and several and none of such parties shall be released from liability and obligation hereunder by reason of this Pledge and Trust Receipt being amended or varied or ceasing to be binding as a continuing obligation (for whatever reason) on any of them. Further, ifsigned by a firm, this Pledge and Trust Receipt shall be binding jointly and severally on all persons from time to timecarrying 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 ofany partner or the introduction of any further partner.
18. The liabilities of the undersigned herein shall also be subject to the terms and conditions set out in the “General Agreement by Customer(s)”and other agreements previously signed and delivered to you by the undersigned, if any. In case of conflict, the terms of this Pledge and Trust Receipt shall prevail to the extent of the conflict.
19. This Pledge and Trust Receipt is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China (“**Hong Kong**”).The undersigned irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong but this Pledge and Trust Receipt may be enforced by you in the courts of any competent jurisdictionand that the taking of any suit, action or proceedings arising out of or in connection with this Pledge and Trust Receipt in one or more jurisdictions shall not preclude the taking of such suit,action or proceedings in any other jurisdiction whether concurrently or not.

|  |  |
| --- | --- |
|  | S.V. |

Authorised Signature(s) and Company Chop

Schedule

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bill No. | Bill Amount | Quantity and Description of Goods | Mark & No. | Vessel | Arrival Date |
|       |       |       |       |       |       |