

ภาคผนวก ก

ตัวอย่างสัญญาทรัสต์รีซีทในต่างประเทศ

To: **CHONG HING BANK LIMITED** (the "Bank")

Bank Ref: 01-

Hong Kong

Date:

In consideration of your handing over or releasing to me/us the documents of title and/or goods, as particularised below, pledged or otherwise encumbered in your favour by way of collateral security for the due payment of the undermentioned draft/banking facilities and/or advances, I/we hereby engage and undertake to land, store and hold the said documents of title and/or goods only as trustee with the Bank as beneficiary thereof and on behalf of the Bank without thereby incurring liability on the Bank's behalf, and in the event of the said documents of title and/or goods or any portion thereof being sold and delivered before full payment of the said draft/banking facilities and/or advances, all the proceeds of such sales shall be received and held by me/us as trustee for the Bank, which full sum shall be paid to the Bank immediately when and as received by me/us, and I/we shall at the same time specially advise the Bank of the account on which such payment is made to me/us.

I/We undertake not to sell any part of the said documents of title and/or goods on credit unless with your previous consent in writing.

I/We also undertake to keep the goods fully insured with a reputable insurance company to the full insurable value thereof against fire and/or marine risks, to hold the insurance policies and cover notes on your behalf as trustee and to deliver to you the same duly endorsed with your interest thereof and at any time on demand to hand over to the Bank all amounts received from the insurers, the policies of insurance being, in the meantime, held by me/us as your trustee or for and on behalf of the Bank. In the event of any claim arising under such insurance forthwith I/we shall give you notice thereof with full particulars and take such actions as you may direct. Notwithstanding the foregoing, you shall be at liberty if you see fit so to do, to make any such claim in your own name against the insurers and to receive payment direct from them and we will sign and send you all documents necessary or as you may request for such purpose.

You shall be at liberty to demand and receive from any person or persons who is or are liable to pay the same, the purchase money and all consideration for the said documents of title and/or goods and to give valid receipt therefor without prior reference to me/us.

Until the said documents of title and/or goods are sold and the full sale proceeds are received by you, all title and property of the said goods and in the said documents of title shall remain vested in you and the pledge thereof in your favour shall remain fully effective.

Prior to the sale of the said goods, we shall hold to your order and/or re-deliver to you the same or the part for the time being unsold together with the said documents of title on demand, or alternatively we shall place such goods in storage in such manner as you shall direct from time to time.

You or your representative(s) shall be at liberty at any time to enter in any manner any place in my/our possession, occupation or control in which you believe the said documents of title and/or goods are located and to inspect and/or to take samples thereof and/or to give directions as to place and mode of storage and/or to remove and/or to resume possession of the same or any part thereof or otherwise to exercise your rights as pledgees thereof by taking such measures as you may consider expedient or prudent for the protection of your interests therein.

You are irrevocably authorized to debit my/our account with you with all monies due (including principal amount, interests and all charges) under this Trust Receipt on the Due Date for payment detailed below or such other date or dates as you may at your absolute discretion determine from time to time.

LC No. (BR No.) / IC No. / SG No.	:	( )
Amount	:	
Vessel or Airline/Flight No.	:	
Description of Goods:		<u>Shipping Marks</u>
No. of Packages:		

For Bank Use:				Authorized signature(s) and company chop	
Special Approval					
To: BCCB: Team ( )		From: OTFD			
Attn:					
S VReason:					
Processed on	Processed	Checked	Approved		
				Account No.	Fax No.
				Contact person	Tel. No.

OTFD/IB-03/12-06E (E-FORM)