



Lodgement Authority Form Overseas Documentary Bills

Please complete Application form in full in black or blue pen using CAPITAL LETTERS and where appropriate.

To: National Australia Bank ABN 12 004 044 937 (**NAB**)

From:

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(Customer or you or your)

What this form is about

You can use this form to give NAB instructions for dealing with and/or processing the Attached Documents set out below.

We hand NAB the Attached Documents which are for:

- Purchase and depositing of proceeds to our account** as instructed below
(in connection with the Overseas Bills Purchased Facility between you and NAB).
- Collection** and return of proceeds by SWIFT/Telex.

(select only one option above)

Please process this Collection in accordance with the Uniform Rules for Collections (1995 Revision) International Chamber of Commerce Publication Number 522, subject to the Terms and Conditions set out below.

Buyer's nominated bank – If known otherwise leave blank

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| | | |
|--------------------------|---|-----------------------------------|
| SWIFT code (where known) | Customer reference number – If applicable | NAB use only NAB reference number |
| | | |

Particulars

Drawer/Consignor/Seller

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Drawee/Consignee/Buyer

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| | | |
|-------|----------|-----------------|
| Tenor | Currency | Amount of bills |
| | | |

| | |
|--------|-------------|
| Vessel | Destination |
| | |

Goods

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Customer instructions to NAB

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Attached Documents

| | Courier/ Mail | Draft | Invoice | Official Cert. | Packing/ Weight List. | Health/ Vet Cert. | Cert. of Origin | Inspection/ Analysis Cert. | Insurance document | Air Waybill Bill of Lading | Phyto Cert. | Other Docs |
|-----|------------------|-------|---------|-------------------|-----------------------------|----------------------|--------------------|----------------------------------|-----------------------|----------------------------------|----------------|---------------|
| 1st | | | | | | | | | | | | |
| 2nd | | | | | | | | | | | | |

Documents are to be forwarded in:

- two mails (originals by Courier, duplicates by Airmail)
- one mail (Courier)



Please complete Application form in full in black or blue pen using CAPITAL LETTERS and **X** where appropriate.

Disposal of Documents

- Overseas bank to present immediately on receipt.
 - Present on/if requested hold for arrival of goods but not later than days after arrival of draft overseas
 - Deliver documents against acceptance
 - Deliver documents against payment
 - If dishonoured on presentation NAB's correspondent is to advise by SWIFT/Telex.
 - Warehouse and insure goods pending our instructions
- Protest for – Note: legal fees may apply.
- Non-Acceptance
 - Non-Payment
 - Case of need representative in Buyers country (if applicable).

Name/Address

Powers

- Advisory
- Full Powers
- Other instructions**

Date

Customer name

Authorised Signature

Full Name (BLOCK LETTERS)

Office Held

Charges/Interest

NAB's standard collections process may involve courier, facsimile, SWIFT and other communications.

All overseas charges levied by overseas banks for collecting payment (and interest if any) for account of

- Drawee Ourselves

All of NAB's Documentary Collections – Outward fees and charges (and interest if any) (including those of any overseas or correspondent banks whether or not nominated by NAB) are for account of

- Drawee Ourselves
- Do not waive charges/interest

- Collect interest from Drawee from date of first presentation to date of payment at % pa (sight drafts)

If any goods and services or any similar tax (GST) is payable by NAB in respect of a supply made in connection with this document, you agree to pay NAB an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

On Purchase/Receipt of Proceeds

- Proceeds are to be converted using
 - Spot rate of exchange
 - Forward Exchange Contract no.
 and are to be credited to our account no.
- Credit to foreign currency account no.

A.B.N.

Authorised Signature

Full Name (BLOCK LETTERS)

Office Held

NAB use only

Customer number:



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Terms and Conditions

You have been given the opportunity to read and agree to these Terms and Conditions:

1. NAB is managed, operated and processes customer information internationally and across its related entities (collectively, **NAB Group**). Information about you or the services provided by NAB to you (**Services**) may be provided to other entities within the NAB Group and transmitted between countries. You irrevocably consent to this occurring.
2. In relation to the Services you acknowledge and agree that:
 - (a) provision of the Services may involve a foreign branch, financial institution or other provider (who may or may not have been appointed by NAB);
 - (b) NAB may take, or avoid taking, any action (for example, NAB may delay, freeze, suspend, block or refuse to process any payments or other transactions or your access to our Services) where reasonably necessary to:
 - prevent an anticipated breach of any relevant law of Australia or another country (including any sanctions); or
 - manage any risk; or
 - protect you or NAB or any other person from potentially fraudulent activity or a scam, or anticipated material losses to you or NAB arising from the misuse or unauthorised use of a facility under this document or our Services (but it may not be possible for NAB to detect and prevent all such transactions).NAB may exercise its rights for as long as is reasonably necessary to manage any risks. NAB may not give you advance notice (for example if it is reasonably necessary for NAB to act quickly to manage a risk). If appropriate, NAB will give you a general reason for doing so. If NAB does not give you advance notice, and where it is reasonable to do so, NAB will advise you within a reasonable time of exercising its discretion under this clause;
 - (c) disclosure of information about you may be required to give effect to the Services under any law, regulation, order by a court, government, regulatory or supervisory body, and you consent to NAB making any such disclosure; and
 - (d) if your presentation involves an electronic record it is your responsibility to ensure it is in a format which NAB is able receive and view in full. NAB excludes any liability (to the maximum extent permitted at law and except to the extent of the fraud, negligence or misconduct of NAB or its officers, employees, contractors or agents) in connection with the matters in this paragraph. Any liability for loss which cannot be so excluded is limited to the cost of having the Services supplied again. However if this contract is a Small Business Contract we will not rely on this exclusion where it would be unfair of NAB to do so.

To the extent permitted by law, NAB is not liable for and you release NAB from any liability in connection with the matters in these Terms and Conditions. For the avoidance of doubt, nothing in this paragraph excludes any liability of NAB to the extent caused by NAB's fraud negligence or misconduct in carrying out its obligations to you under this document. Any liability for loss which cannot be so excluded is limited to the cost of having the Services supplied again.

3. NAB's Documentary Collection – Outward fees and charges may be applicable for in connection with this document, as set out in NAB's Business Banking Fees: A Guide to Fees and Charges booklet available at <https://www.nab.com.au/important-information/business/banking-fees-charges> or otherwise separately advised to you in writing.
4. You authorise each of the following persons to give and receive instructions to/from NAB (including verbal instructions) in relation to any matters or transactions contemplated by this document:

Contact name/s

Telephone number

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
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Email address/es

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| <input type="text"/> |
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5. This form is governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

If this is a Small Business Contract, if the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.

In this Agreement:

Small Business Contract has the meaning of that term when used in the *Australian Securities and Investments Act 2001* (Cth) (**ASIC Act**) from time to time or if applicable the Australian Consumer Law. This document may be a Small Business Contract where it meets these requirements

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent state or territory legislation and any regulations made under it, and includes any consolidation, amendment, re-enactment or replacement of the legislation).