

## Terms and Conditions – Export Documentary Credits

The terms and conditions set out in this document apply if, on the Customer's application, Westpac Banking Corporation (the "**Bank**") agrees to negotiate and/or confirm an Export Documentary Credit (the "**Credit**").

### 1 ICC Rules

These terms and conditions are subject to the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits and International Chamber of Commerce Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits, in each case, current at the time of issuance.

### 2. Negotiation

**2.1** The Application lodged by the Customer must be accompanied by documents and drafts for presentation under Credit.

**2.2** If the Bank issues a discrepancy notice to the Customer noting certain discrepancies in or concerning the documents and drafts presented for negotiation (a "**Discrepancy Notice**") and the Customer provides instructions to the Bank to negotiate the Customer's draft under the Credit notwithstanding the discrepancies, the Customer agrees that if the draft should be dishonoured or the Bank's claim under the Credit not be honoured, the customer shall repay the Bank on demand:

- (a) the amount of the draft or the amount of the claim in each case;
- (b) interest on that amount at the Bank's current lending rate from time to time for that currency, calculated from the date the draft or claim was negotiated until the date of repayment;
- (c) all charges incurred by the Bank ; and
- (d) to indemnify the Bank on demand against all damages, losses, costs and expenses whatsoever which the Bank may incur or be liable for as a result of negotiating the draft or claim as a result of the irregularities with the underlying Credit.

### 3. Confirmation

If the Customer applies to have the Bank confirm the Credit, the Bank will, if it accepts that application, notify the Customer of the basis on which the Bank accepts that application, including any additional terms and conditions.

### 4. Crediting proceeds

**4.1** As indicated in the application, the Customer either makes an application to the Bank to:

- (a) negotiate and credit proceeds immediately to account(s) specified; or
- (b) negotiate and credit proceeds to account(s) specified when payment is received from the Reimbursing Bank (which must be acceptable to the Bank).

**4.2 (Exchange Rates)** If the Bank accepts an application to negotiate and credit proceeds in a currency other than AUD, then the Bank will credit the proceeds in AUD, converted on the basis of the Bank's ruling buying rate of exchange at the time the Bank is required to make the payment in that currency or at a rate pre-arranged between the Bank and the Customer by way of a forward exchange contract.

**4.3 (Interest)** If the Bank accepts an application to negotiate and credit proceeds immediately, the Customer must pay interest:

- (a) in arrears, when the amount is received by the Bank from the Reimbursing Bank;
- (b) on the amount credited;
- (c) from (and including) the day on which the amount is credited to (but excluding) the day on which the amount is received by the Bank from the reimbursing Bank; and
- (d) at the current rate applicable to such advances.

## **5.0 Sanctions/ Anti- Money Laundering and Counter Terrorism financing obligations**

Please be advised that in order for Westpac to meet its regulatory and compliance obligations relating to anti-money laundering, counter financing of terrorism and economic and trade sanctions, we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian or international law or sanctions, or where we need to obtain further information to assist our compliance process;
- where transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss);
- you must not initiate or conduct a transaction that may be in breach of Australian or international law or sanctions.

You should also be aware that:

- we may from time to time require additional information from you to assist us in our compliance process;
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac with the following undertakings and indemnify Westpac against any losses arising from any breach by you of such undertakings:

1. you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
2. any activity underlying any transaction does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## 6.0 Our Reporting Obligations

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 658 194 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

\*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.