

Terms and Conditions for Cashier's Order/Demand Draft

The application for Cashier's Order/Demand Draft overleaf ("the application") is made subject to the following conditions:

1. United Overseas Bank Limited, Hong Kong Branch (incorporated in Singapore with limited liability) (the "Bank") may use without liability for their acts or defaults, any correspondent or agent to effect payment. (All references to "correspondent or agent" in these conditions shall include any of the Bank's branches).
2. Unless otherwise specified, payment is to be made in the currency of the country where the order/draft is made payable, at the buying rate of exchange of the Bank's correspondent or agent.
3. Encashment of the order/draft is subject to the rules and regulations and market practices of the country of payment. The Bank and/or correspondents or agents shall not be liable for any loss or delay caused by any such rules and regulations or market practices.
4. For refunds, the original order/draft must be surrendered to the Bank. Refunds are made subject to payment of the Bank's charges and expenses. Refunds will be made only in HK Dollars (HK\$): foreign currency funds will be converted to HK\$ at the Bank's buying rate for that foreign currency at the time of refund. If there is no market in HONG KONG for such foreign currency, the Bank is not obliged to refund.
5. Any replacement or refund of a lost, stolen or destroyed order or draft is made subject to the Applicant providing the Bank with an acceptable letter of indemnity and complying with any other requirements of the Bank. The Bank reserves the right to refund instead of replacing the order or draft.
6. Neither the Bank nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to (i) erroneous or incomplete information having been given to the Bank; (ii) unavailability or good funds; (iii) delays or faults of any kind in effecting payment, or in any messages or instructions by mail, facsimile, telegraph or cable; (iv) delay in presenting the order/draft to the drawee for payment; (v) delay or error in or failure in locating identifying the named payee; (vi) refusal or inability of the drawee effect payment by reason of any law, act or decree of any government; or (vii) any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
7. The Bank reserves the right to disclose all information relating to the Application and the order /draft to the government authorities of any jurisdiction upon their request.
8. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
9. The Application and these conditions shall be governed by and construed in accordance with HK law.