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# Trust receipt agreement sample form philippines

We agree to provide the bank with all the information necessary for the bank to apply all proceeds from the sales we receive to the corresponding project. In the event that we have not received the goods or originals in the transport documents upon receipt, all these goods and/or documents are retained upon receipt by us under the conditions in force and, unless otherwise stated, the bank applies and immediately thereafter is delivered and released by the Bank provided that this delivery is in confidence. Without prejudice to the universality of the above, we undertake to act on behalf of and on behalf of the Bank to carry out unloading, evacuation, transport, inventory control, insurance and/or sale of the goods. 7. We pay all loads of transit wharf transportation and other rental costs and all other incidental costs and charges for goods, including, but not limited to, unloading, clearance, transportation, storage, inspection, insurance (including a premium) and/or sale of goods as well as import duties and other taxes, if applicable. We also undertake to take all measures to recover losses or damages incurred by the Bank in respect of goods, including, if the Bank so requests, to initiate proceedings on our behalf or on our common account and to compensate the Bank. 8. Without prejudice to the other provisions of this document, we undertake to procure and store the goods on behalf of the Bank and to make available to the Bank, at the request of the Bank, any warehouse worker, place of reflection or document proving the ownership or right to hold the goods at the bank's disposal. We will always keep the bank informed of any transfer of goods from the storage site. We are also committed to following the bank's instructions on how goods are transported, stored and stored. If the goods are stored in the warehouse owned by us under the Bank's agreement, we undertake to keep them separate from other products and place them in the space allocated to the bank. 9. We allow the bank or the bank's representatives or agents to verify and take possession of the goods on one or more occasions. 10. Without the bank's prior written approval, we will not process, manufacture or process them. 11. We will immediately send copies of our invoices for the sale of the goods to the bank with the names of the buyers and the respective total selling price. 12. Otherwise, without the bank's prior written approval, we will not sell or transfer the products to deferred payment terms (except ordinary commercial credits) or in exchange for non-monetary consideration or for less than the current market value. 13. We undertake that all transactions remain separate from all other transactions and that documents, property, proceeds from each sale and all insurance amounts and separated from other documents, goods, revenues or funds related to or outside other transactions. 14. We undertake to return the documents to the Bank without delay and in full, any other documents that we have received in return or in place of them, as well as the goods thus represented, and to follow without delay and in full any instructions that the Bank may issue on the way in which the goods or any of these items are handled or removed. A: A trust receipt arrangement is equipped with its own peculiarities and characteristics. According to this set-up, a bank extends a loan covered by the credit letter, with the trust receipt as collateral for the loan. In other words, the transaction includes a loan function represented by the credit letter and a security function contained in the comprehensive trust receipt. A trust receipt is therefore a security agreement under which a bank acquires a security interest rate in the goods. It secures indebtedness and there can be no such thing as security interest that does not secure any obligation. (Sps. Vintola vs. Insular Bank of Asia and America, G.R. No. 73271, May 29, 1987) Q: Who is the owner of the items subject to TR? A: He who confides. A trust receipt has two features, the loan and security features. The loan is due to the fact that the transferor financed imports or purchases of the goods under TR. Until and if the loan is not paid out, subordinated to the obligation to pay the supporting documents. If the person who confides is made to appear as an owner, it was just an artificial fit for purpose, more of legal fiction than fact, because if it really was, it could get rid of the goods in any way it wants, which it cannot do. To consider the beneficial owner from the beginning of the transaction would be to disregard the loan function thereof. (Rosario Textile Mills Corp. v. Home Bankers Savings and Trust Company, G.R. no. 137232. June 29, 2005) Q: What is the penalty, if the offender is a corporation? A: Trust Receipts Law recognizes the impossibility of imposing prison sentences on a company. Therefore, if the entruster is a company, the law allows the officials or employees or other persons responsible for the crime to be sentenced to imprisonment. The reason is obvious, companies, partnerships, associations and other legal entities cannot be put in prison. Therefore, criminal responsibility falls on the human agent responsible for violating the Law on Receipts of Trust. (Ong vs. CA, G.R. No. 119858, April 29, 2003) Q: Is it absolutely necessary for the transferor to revoke the trust and take possession of the goods in order to enforce his right to do so? A: The law uses the word can to give the transferor the right to revoke the trust and take possession of the goods. Consequently, the transferor has to exercise such a right or seek alternative measures, such as a third party's claim or a separate civil action which it considers to be best for the protection of its right, at any time in the event of negligence or failure by the entrusted person to comply with any of the terms of the Trust Agreement. (South City Homes, Inc. v. BA Finance Corporation, G.R. No. 135462, Dec 7, 2001) Q: What is the effect of novation of a trust agreement? A: Where the transferor and the transferor entered into an agreement providing for conditions incompatible with the trust agreement, the obligation is extinguished according to the trust receipt. The infringement in the subsequent agreement therefore does not give rise to criminal liability under 115 p.d. but only civil liability. (Philippine Bank v. Ong, G.R. No. 133176, Aug. 8, 2002) Q: Can deposits to a savings account opened by the buyer after the TR transaction be applied to outstanding obligations under the TR account? A: No, the receipt of a sum of money without reference to the requirement of trust does not oblige the Bank to apply the money received against the obligation of trust. Compensation also does not arise because the compensation is not correct when one of the liabilities consists in civil liability arising from a criminal offence. (Metropolitan Bank and Trust Co. v. Tonda, G.R. No. 134436, Aug. 16, 2000). Page 2 Information category of trust receipt transaction: Credit transactions It is every transaction between the transferor and the transferor: 1. Whereby the owner or holder of absolute ownership or security interests over certain specified goods, documents or instruments releases the same thing to the holding of a contractor when the latter executes a TR agreement. 2. Where the transfer is binding on itself to hold the designated goods in confidence in the transferor and, in the event of default, to sell such goods, documents or instruments with the obligation to hand over the proceeds to the transferor to the extent to which it is liable or to hand over the goods, documents or instruments themselves if they are not sold. (Sec. 4, P.D. 115) What is a Trust Receipt (TR)? It is the written or printed document signed by the transferor in favour of the transferor which contains conditions which substantially comply with the provisions of PD 115. MALACANANGM a n i l a Presidential Decree No 115 of 29 January 1973 on the settlement of trust receipt transactions, whereas the use of trust income, as an appropriate business device to help importers and traders resolve their financing problems, had received popular approval in international and domestic commercial practices, in particular in commercial banking transactions. There is no specific law in the Philippines governing transactions to receive trusts, in particular the rights and obligations of the parties concerned and their enforcement negligence or breach of the terms of the Trust Receipt Agreement; The recommendations in the report on the financial system, which has been accepted, with certain changes by the monetary authorities, included, inter alia, a law regulating the transactions of trust certificates. That is why I, Mr Ferdinand E. MARCOS, President of the Philippines, have, by virtue of the powers that I have under the Constitution, as Commander-in-Chief of all the Armed Forces of the Philippines, and in accordance with Proclamation No 1081, dated 21 September 1972, and Public Order No 1, dated 22 September 1972, as amended, and to implement the desired changes and reforms in the social, economic and political structure of our society, order and decide and, as part of land law, make the following: Section 1; Short title. This decree is to be called the Law on Receipts of Trust. Section 2. Policy statement. It is hereby declared to be the state's policy (a) to encourage and promote the use of trust revenues as an additional and convenient support for trade and trade. (b) to provide for the settlement of transactions with confidence certificates in order to ensure the protection of the rights and enforcement of the parties concerned; Section 3. Definition of terms. For the purposes of this Decree, unless otherwise provided for in this context, the term (a) document shall contain written or printed evidence of ownership of goods; (b) %quot%contractor%quot% means the person holding or holding goods, documents or instruments in the framework of a notification of confidence and any successor in the interest of such a person for the purpose or purposes set out in the trust agreement; (c) %quot%transferor%quot% means the person holding ownership of the goods, documents or instruments which are the subject of a receipt transaction and any successor in the interest of that person; (d) %quot%goods%quot% means chattels and personal property other than: money, action items or things so affixed to land that they become part thereof; (e) %quot%instrument%quot% means any transferable instrument as defined in the Transferable Instruments Act; any share certificate, or bonds or debt securities for the payment of money issued by the owner or private undertaking, or any certificate of deposit, participation certificate or receipt, any credit or investment vehicle of a kind marketed in the ordinary course of business or financing, whereby the entrusted person, after the issue of the trustee, appears by holding and the face of the instrument as the owner; Instruments must not contain a document that: in this decree. (f) %quot%purchase%quot% means the sale, conditional sale, leasing, mortgage or pledge, legal or fair; (g) %quot%buyer%quot% means any person who takes on purchase; (h) %quot%security interest%quot% means a property interest in goods, documents or instruments to ensure that a particular obligation on the transferor or by any third person to the transferor is fulfilled and covers ownership, whether expressed as absolute or not, where such a title is essentially taken or retained only for security reasons; (i) person.; anything that may be the case, a person, trustee, receiver or other administrative, partnership, company, business trust or other association, and two other persons having a common or common interest. (j) %quot%certificate of trust%quot% means the written or printed document signed by the transferor containing conditions which substantially comply with the provisions of this Decree; No additional formality for execution or authentication shall be necessary for the validity of a trust receipt. (k) %quot%value%quot% means any remuneration sufficient to support a simple contract; Section 4. What constitutes a trust receipt transaction. A transaction for depository receipts, within the meaning of this Decree, any transaction by and between a person referred to in this Decree as a transferor, and another person referred to in this Decree as entrusted, whereby the transferor, who owns or holds absolute ownership or security interests over certain specified goods, documents or instruments, releases the same thing to the trustor's possession in the performance and delivery to the transferor of a signed document known as trust receipt if the transferor is binding for itself to hold the designated goods, documents or instruments in confidence in the transferor and to sell or otherwise dispose of the goods, documents or instruments with the obligation to hand over the proceeds to the entrusted person to the extent to which it is liable or to hand over the goods, documents or instruments themselves if they are unsold or otherwise disposed of, in accordance with the conditions laid down in the receipt of confidence, or for other purposes substantially equivalent to any of the following: 1. In the case of goods or documents, (a) to sell the goods or procure their sales, or (b) to manufacture or process the goods for the purpose of final sale: Provided that the transferor, in the case of goods supplied under a receipt of confidence for manufacture or processing prior to its final sale, shall retain its ownership of the goods, whether in its original or processed form, until the transfer has fulfilled its obligation under the administrator. (c) loading, unloading, transporting or reloading; otherwise deal with them in a way that is provisional or necessary for the sale, or 2. In the case of instruments, (a) sell or or sale or exchange of them, or (b) to deliver them to a principal, or (c) to carry out the completion of certain transactions involving the supply to a custodians or a register; , documents or instruments, or which sell the same thing to the buyer on credit, retain ownership or other interest as collateral for the payment of the purchase price, do not constitute a trust receipt transaction and are outside the jurisdiction and coverage of that jurisdiction and cover. Section 5. Form of trust receipts; Content. A receipt of trust does not have to be in any particular form, but each such receipt must essentially contain: (a) a description of the goods, documents or instruments subject to the receipt of confidence; the total invoice value of the goods and the amount in the draft to be paid by the transferor; 3. an undertaking or undertaking by the entrusted person to trust the person entrusting the goods, documents or instruments thereof; (b) to dispose of them in the manner provided for in the trust receipt; The receipt of trust may contain other terms agreed by the Parties in addition to those listed here, provided that such conditions do not conflict with the provisions of this Decree, existing laws, public policy or morality, public policy or good practice. Section 6. Currency in which a trust receipt can be denominated. A trust receipt may be denominated in the Philippine currency or any foreign currency acceptable and acceptable as part of the Philippines' international reserves, the provisions of existing law, executive orders, rules and regulations to the contrary, notwithstanding: Provided that in the case of receipts denominated in foreign currency, payment shall be made in equivalent in Philippine currency calculated at the exchange rate in force on the date on which the proceeds of the sale of the goods: , documents or instruments held in confidence by the transferor are handed over to the transferor or on another date which may be specified in the administrator's receipt or other contracts performed between the transferor and the transferor. Section 7. The rights of the confidor. The transferor shall be entitled to the proceeds of the sale of the goods, documents or instruments released under a trustee's receipt to the entruster amounts that are obliged to: as indicated in the certificate of trust, or on the return of the goods, documents or instruments in the event of non-sale, and on the enforcement of any other rights conferred on him in the certificate of trust, provided that they do not contravene the provisions of this Decree. The transferor may cancel the trust and take over the goods, documents or instruments subject to the trust or the proceeds realised therefrom at any time after the transferor has failed to comply with any of the conditions of receipt by the trustee or any other agreement between the transferor and the transferor, and the entrusted to the goods, , documents or instruments may, after default or after default, notify the entrusted person of the intention to sell and may, no later than five days after part of the division order or the dispatch of such notice, sell the goods, documents or instruments in the case of public or private sale, and the transferor may, in the event of a public sale, become a buyer. The proceeds of such a sale, whether public or private, shall apply: (a) to the payment of the costs thereof; (b) to the payment of the costs of the readmission, storage and storage of goods, documents or instruments; The entruster shall receive any surplus, but shall be liable to the transferor for any deficiencies. The notification of sale shall be deemed to be sufficiently written and either personally served on the person entrusted or sent by post to the person who has entrusted the last known business address. Section 8. A transferor who is not responsible for the sale of a entrusted person. The transferor holding a security interest shall not, solely because of such interest or after giving the transferor the freedom to sell or other disposition of the goods, documents or instruments under the terms of the trust transaction, be liable as principal or as a supplier under any sale or sale contract made by that transferor. Section 9. He who has entrusted his duty. That transfer shall (1) hold the goods, documents or instruments in confidence in the transferor and shall dispose of them strictly in accordance with the conditions of the certificate of trust. 2. receive the proceeds in confidence in the transferor and hand over the same to the transferor to the extent that the amount owed to the transferor or shown in the trust receipt. 3. insure the goods for their total value against loss of fire, theft, shoplifting or other accidents; keep these goods or income thereof, whether in money or in any form, separate and be identifiable as the property of the transferor; return the goods; or the instruments in the event of non-sale or at the request of the transferor, and (6) comply with all other terms of the trust receipt, which is not contrary to the provisions of this Decree. Section 10. Responsibility for a person entrusted with loss. The risk of loss shall be borne the one who is entrusted. The loss of goods, documents or instruments which are the subject of a receipt of confidence pending their appointment, whether due to the error or negligence of that transfer, shall not liberate the obligation entrusted to the transferor for its value. Section 11. The buyer's rights to value and in good faith. Any buyer of goods from a consignee entitled to sell, or of documents or instruments by his customary form of transfer, who purchases the goods, documents or instruments for value and in good faith from the transferee, acquires those goods, documents or instruments which are free from the security interest of the transferor. Section 12. The validity of a transferor's security interest against creditors; The transferor's security interest in goods, documents or instruments in accordance with the written conditions of a certificate of trust shall be valid against all creditors of the person entrusted during the duration of the trust agreement. Section 13. Penalty clause. The failure of a contractor to hand over the proceeds of the sale of the goods, documents or instruments covered by a trust receipt to the extent that the amount owed to the transferor or shown in the recipient of the trustee or to return those goods, documents or instruments if they were not sold or disposed of in accordance with the terms of the trust receipt shall constitute the breach of the estafa , punishable under the provisions of Article 35(1)(b) of Law No 3 8555, as amended, also known as the revised Penal Code. Where the infringement or offence is committed by an undertaking, partnership, association or other legal entity, the penalty provided for in this Decree shall be imposed on the members of the Management Board, officials, employees or other officials or persons therein who are responsible for the offence, without prejudice to the civil obligations arising from the offence. Section 14. Cases not covered by this Decree. Cases not provided for in this Decree shall be governed by the relevant provisions of existing legislation. Section 15. Separation clause. If any provision or part of this Decree or its application to any person or circumstance is considered invalid, the other provisions or sections thereof and the application of such provisions or sections to other persons or circumstances shall not be affected by it. Section 16. Repeal of the clause. All acts incompatible with this Decree shall be repealed. Section 17. This Decree shall enter into force immediately. Issued in the city of Manila, on this 29th day in January, in the year of Our Lord, nineteen hundred and seventy-three. Lawphil Project - Arellano Law Foundation

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