



GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

For Bank Use Only																					
CIF No.	<input style="width: 100%; height: 20px;" type="text"/>																				
Account No.	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>																				

1. By opening an account with Pan Oceanic Bank Ltd (**POB**) the Customer submits himself/hereself/itself to these conditions, unless stipulations to the country have been made by letter.
2. The Customer is obliged to supply POB with a specimen of his/her/its signature and with specimen signatures of the person(s) if any, authorized to bind the Customer visa-a-vis POB stating whether such power is general or limited and in the latter case exactly the extent of such limitation. If no limitations have been stated on the forms the Customer will be fully bound by any signature of which the specimen has been supplied to any amount and for any object, even if it appears that the authority of such persons has been particularly defined in the articles of association or regulations of corporation or in general or limited powers of attorney or in other documents. Modifications either as regards the persons qualified to bind the Customer or as regards the extent of their powers, will be only recognized by POB if notice thereof is given on the aforementioned forms. POB is not responsible if damage or loss is incurred by the Customer through the Customer's negligence to furnish the specimens as mentioned in this article or by furnishing them incorrectly or incompletely.
3. If an account is kept in the joint names of two or more persons, all that is done by one or more of them in connection with this account will bind them all and they will be all jointly and severally liable for the account unless otherwise agreed upon in writing.
4. With the exception of securities, which have been handed to POB for special purposes (such as conversion, checking exchanging of scripts into definitive bonds or collection of dividends, interest of (dividend) coupon sheets), all papers of value, as for instance securities, bills of lading, warrants, bills of exchange and other commercial papers, belonging to the Customer which are in the custody of POB or which may come into its custody or which may be held by third parties on behalf of POB at the risk of the Customer are considered to be under pledge to POB for all claims, including those not yet matured or contingent which POB may have against the Customer, Securities, included in the above pledge, are unless otherwise arranged taken up by POB in its general store of securities, with the right to have these securities re-pledged, provided they do not pertain to premium- loans.
5. In the event of the Customer not meeting the Customer's obligations towards POB in whatsoever respect, POB is besides and in addition to its right of execution, authorized to realize the whole or part of the security at such a time and in such a manner as it considers proper, without giving any prior notice or without previously, issuing a summons, and to reimburse itself out of the proceeds for all sums due to POB up to the moment of settlement including interest and expenses.
6. In addition to any general lien or other rights or remedies to which POB may be entitled, whether by operation of law or otherwise, POB may at any time and without notice to the Customer combine and/or consolidate all or any account(s) of the Customer with liabilities owed by the Customer to POB and set off or transfer any sum(s) standing to the credit of any such account(s) aforesaid owing the Customer from POB every other accounts towards satisfaction of any liabilities of any other such account(s) or in any other respect and whether such liabilities be actual or contingent, primary or collateral or several or joint.
7. Credit entries are effected by POB with the proviso that if it has to receive any counter value from or on behalf of the Customer validating against those entries, same shall be received properly and in good time, in default where of POB is entitled to reverse the credit entry, fully or partly, even without notice.
8. If no claims regarding book entries have been received by POB within 30 days after written notice of such entries sent by POB to the Customer which should under normal circumstances have reached the Customer's address the latter is considered to have agreed to same.
9. Statements of accounts should be carefully examined and POB notified immediately of any error or omission. If errors in the statements are not pointed out in writing to POB within 30 days of their receipt, the statement cannot ever be questioned thereafter and will be final and conclusive between POB and the Customer.
10. The following regulations will govern cheque drawings by the Customer on the Customer's account with POB.
 - a. The Customer must keep the cheque book handed to the Customer by POB in safe custody and is obliged to advise POB in writing immediately after the Customer has ascertained the loss or theft of the cheque book or of any cheque forms. If POB has paid a cheque lost, stolen, unlawfully used, fraudulently altered or forged without having previously received the above notification POB will be entitled to debit the Customer's account of the amount paid.
 - b. The Customer must fill up any cheque the Customer issues in such manner that falsification is prevented as far as possible: the amount for which the cheque is issued must therefore be written in figures and in words in such a way that any addition of figures or words will be impossible without immediate detection.
 - c. In the event of the Customer having no further use for the Customer's cheque book and in case the account is closed, the Customer is obliged to return the cheque book to POB as soon as possible.
 - d. The Customer should immediately instruct POB if cheque leaves are lost/stolen or misplaced in writing to stop payment giving the cheque number, date, amount and the payee's name. All such instructions will take effect only if the cheque/s concerned has/have not been paid upto the time of receipt of such instruction, Stop payment instructions given over the phone should be confirmed in writing within 48 hours. if such written instructions are not received within 48 hours, POB has the right to cancel the stop payment instructions which are not confirmed in writing within 48 hours.
11. POB may debit the Customer account(s) with all interest, commission or other banking charges and expense (including legal charges) in connection therewith including such other sums that POB may be called upon to meet such as Business Turnover Tax and/or other taxes, charges or levies imposed upon POB at any time. In addition all expenses incurred by POB as e.g. postage, stamps, telephone, and cable charges will be charged to the Customer.

12. POB may at any time at its sole and unfettered discretion close any account. However, POB will give the Customer 30 days notice of the closure of the account. The said notice shall be sufficiently served on the Customer if forwarded to the Customer by post to the Customer's last known address. The Customer shall return on demand all unused cheques in the Customer's possession.
13. The Customer warrants that all information given to POB (whether in an account opening form or otherwise) are true and accurate to the best of the Customer's knowledge. The Customer undertakes to notify POB any change of this information.
14. POB should be notified immediately of any change of address.
15. The Customer is considered to agree to any modification in foregoing conditions made by POB unless the Customer has objected within two weeks after notice of the new conditions has been sent to the Customer's address as mentioned in paragraphs 12 and 14 above.
16. All deposits with POB are payable at their counters.
17. The Customer/s should not overdraw their accounts except by special arrangements made with POB. POB has the right to dishonour cheques if there are insufficient funds in the accounts, and charge for each cheque returned. POB may, at its sole discretion honour cheque/s overdrawing the account. In such instances the Customer is obliged to repay the overdraw amount together with interest and bank charges on demand unconditionally, and POB has the right to recover interest and bank charges from the Customer, This is not to be construed as an agreement either expressed or implied that POB is bound to grant an overdraft facility whatsoever.
18. Any and all amounts credited to the above account(s) while any overdraft or any other banking facilities in connection therewith is current shall firstly be applied to reduce any interest payable on the said overdraft or any other banking facilities until such interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount of such overdraft or any other banking facilities.
19. Notwithstanding the temporarily advice issued by the cheque deposit boxes POB will not under any circumstances or for any reason whatsoever, entertain any claim in respect of the cheques said to have been deposited into cheque deposit boxes unless cheques so deposited have been credited to the Account of the Customer. Cheques credited to Customer Accounts are acceptable for collection only, and proceeds will not be available for withdrawal until cleared by the drawee bank. Funds available date is shown for indicative purposes only.
20. Foreign Currency account holders are advised to be conversant and be familiar/aware of relevant laws, by-laws, regulations, gazette notifications, the Bank's internal operating instructions and the like, relating to Foreign Currency accounts and should comply with them at all times in order to eliminate the risk of breach of statutory/regulatory requirements.
21. The Customer hereby acknowledges and agrees that, all account/s maintained in POB shall be governed by
 - i) the guidelines and terms and conditions stipulated by the Bank from time
 - ii) the rules and regulations imposed by the Central Bank of Solomon Island, Directions issued by the Controller of Exchange or any other authority and the laws prevailing in Solomon Island all as prevailing from time to time.

In the event of there being any discrepancy between these terms and Conditions / Mandate and / or the provisions contained in i) or ii) above the provisions contained in the latter (ie 22(ii)) shall take precedence.

22. The Customer hereby authorized POB to respond to enquiries received from other banks or CRIB concerning the Customer's account(s) without reference to the Customer.
23. POB shall have the right to assign any or all its rights hereunder to another party with due notice to the customer and in compliance with the relevant law and regulations applicable, In the event that POB shall merge or amalgamate with any institution, all rights and obligations of POB shall automatically transfer to such merged or amalgamated institution and no such further documentation shall be required to give effect to such transfer.

Certification

I/We have read and understand the terms and conditions stipulated above governing Current/Savinger/Term deposits of Pan Ocanic Bank, Solmon Islands

Signature/Signature of A/C holder

To be signed by account holders as given below.

- Individual - Individual worker
- Joint - Joint holder of A/C
- Sole Partnership - Sole Proprietor
- Partnership - All Partners
- Company - All Directors of the company

Bank Use Only

Signature

--	--	--	--	--

EMP No.

Checked by

--	--	--	--	--

EMP No.