

**To : Bangkok Bank Public Company Limited**

We request you to issue on our behalf and for our account your IRREVOCABLE DOCUMENTARY CREDIT in accordance with the instructions specified below and subject to the Agreement and Indemnity Relating to the Issuing of Documentary Credits specified on the reverse side which is part of this Application.

| For Bank Use Only |  |
|-------------------|--|
| Credit Ref. No.   |  |
| Approved by       |  |

Through your correspondent/branch (Advising Bank)

Beneficiary's name and full address

Applicant's name and full address

Tel.

Fax :

Amount in words and figures

Contact Person :

Tel.

Fax :

Available by Beneficiary's drafts in duplicate drawn on a bank designated by the Issuing Bank

 at sight

 at.....days

 after shipment

 after sight

 interest for account of

 Applicant at.....% p.a.

 Beneficiary

 for 100 % of invoice value

 ..... % of invoice value

Despatch/shipment from :

Expiry date : .....

 Insurance to be effected by  us  Beneficiary

Presentation of documents must be made within.....days after shipment.

**Documents Required :**

- Commercial invoices in one original and.....copies indicating FOB value, freight charges and insurance premium, if any, all of which must be manually signed.
- Full set of three clean On Board Ocean Bills of Lading or Multimodal Transport Documents and two non-negotiable copies made out to order of Bangkok Bank Public Company Limited, Bangkok, marked Freight  Prepaid  Payable at Destination and notify the Applicant indicating the Credit number.
- Air Waybill consigned to Bangkok Bank Public Company Limited, Bangkok, marked Freight  Prepaid  Collect, showing actual flight date and notify the Applicant indicating the Credit number.
- Insurance Policy or Certificate or Declaration in one original and one duplicate endorsed in blank and one non-negotiable copy for full invoice value plus 10% with claim payable in Bangkok in the same currency as the draft covering :
  - Institute Cargo Clauses  A  B  C
  - Institute War Clauses (Cargo)
  - Institute Strikes Clauses (Cargo)
  - Institute Cargo Clauses (AIR)
- Packing List in one original and.....copies, all of which must be manually signed.
- Beneficiary's Certificate certifying that one set of copies of shipping documents has been sent to the Applicant within ..... days after shipment.
- Others (if any)

**Goods (Brief description of goods without excessive detail) :**
**Trade Terms**  Ex works  FOB  FCA  CFR  CPT  CIF  CIP  Other terms : .....

**Special Conditions :**

- The Credit is transferable in the country of the Beneficiary.
- Please arrange adding confirmation to the Credit and confirmation commission is for  our account  Beneficiary's account.
- All bank charges outside Thailand including reimbursement charge, discrepancy fee, acceptance and/or deferred payment commission, if any, are for  our account  Beneficiary's account.
- In case any of the above-mentioned charges stipulated in the Credit cannot be collected, we shall remain ultimately liable for the payment thereof.
- Others (if any) :

**Agreement and Indemnity Relating to the Issuing of Documentary Credits**

In consideration of your issuing at our request a documentary credit (the Credit), we hereby irrevocably and unconditionally agree that :

- 1. You shall have an unqualified right to the possession and disposition of all goods shipped or transported under or pursuant to the Credit or in any way related thereto or to the draft drawn thereunder, and to all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or related to the draft drawn under the Credit and to the proceeds of each and all of the foregoing, all to be held by you subject to all the terms of this Application as security for the prompt and unconditional payment of any and all of our obligations and liabilities to you.
- 2. We shall provide you with funds sufficient to meet the drawings under the Credit and all your disbursements, interest, commission, charges and any other expenses.
- 3. You shall be entitled at any time and without notice to us to withdraw, debit, transfer, set off, apply or appropriate the positive balance standing in our account with you towards satisfaction of our obligation to you in connection with this Application including but not limited to our obligations to provide funds as referred to in 2 above.
Where the account to be debited is a current account and there is an insufficient amount left to be so debited. we agree that the shortfall amount shall be satisfied by a corresponding amount which shall be deemed to have been overdrawn by us from the said current account.
- 4. Upon our failure to provide funds as stated in 2 above, you shall be entitled, at your absolute discretion, to sell or otherwise dispose of the goods without notice to us and apply the proceeds of such sale or disposition as payment of our obligations to you; and in that event we undertake to pay to you on demand the amount of any deficiency remaining after such application of proceeds of sale or other disposition, without prejudice to your rights under 3 above.
- 5. We shall pay you interest at the maximum default rate from time to time announced by you on the amount paid in accordance with the Credit from the date of your payment to the date of payment in full by us, except where a sight draft is drawn under the Credit, in which case the said interest shall be payable from the date of negotiation.
- 6. We undertake to sign, execute, and deliver any transfer deeds or documents which you may require in order to perfect your title to the goods and the said documents and for vesting the same to any purchaser(s) from you.
- 7. We undertake to keep the goods adequately covered by insurance policies for Marine, War, Fire, Strike, Riot and other usual risks as well as any particular risk that may be required by you for the full protection of your interest in the goods consigned under the Credit. You may also insure the goods as you deem appropriate at our expenses. Such insurance policies shall be taken out for your benefit or the proceeds of claim thereunder shall be assigned to you.
- 8. We authorise you to issue the Credit with details and procedures suitable for any particular case and/or in accordance with relevant banking practices, notwithstanding that any such detail or procedure may not be strictly in compliance with our instructions.
- 9. The Credit shall be issued entirely at our own risk and we undertake to indemnify you against all losses, damages, costs, expenses, claims and demands which you may incur or sustain by reason of your issuing such Credit.
- 10. You may restrict negotiations under the Credit to your own office or to any correspondent of your choice.
- 11. You or your nominated bank shall have absolute discretion as to whether or not to
i) pay at sight or on the maturity date against all documents purporting to comply with the terms of the Credit,
ii) accept and/or pay at maturity and/or negotiate any drafts drawn or purporting to be drawn and/or documents in accordance with the terms of the Credit.
- 12. You or your officers or a nominated bank or any person or company who shall make any payment or accept any draft pursuant to any such Credit shall only be bound to examine the drafts and documents issued under the Credit to ascertain whether they appear on their face to be in accordance with the terms of the Credit and that in particular but without in any way limiting the foregoing neither you nor any such officer, person, or company nor a nominated bank shall be responsible for :-
i) the correctness of the description, quantity, quality or value of the goods or of the charges as stated in the invoices or bills of lading or other documents;
ii) the validity, accuracy, genuineness, terms, conditions or sufficiency of any documents tendered;
iii) the terms, conditions, or sufficiency of any insurance of the goods;
iv) delays or errors in transmission or non-delivery of telegrams or other mechanically transmitted messages to or from the nominated bank or for delays in transmission or loss of documents through the post or for delays, loss or damage to goods;
v) errors in translation or in interpretation of technical terms or from any ambiguity in our instructions; or
vi) act, error, neglect, default, omission, insolvency or failure in the business of the nominated bank.
- 13. The rights and powers conferred by this Application are in addition and without prejudice to any other securities which you may now or hereafter hold and this Application shall be binding on the Applicant and successors or assigns and shall continue in force and be applicable to all transactions notwithstanding any change in the status or constitution of our company or legal entity or the individuals composing our company or legal entity or otherwise.
- 14. We shall comply with any and all laws and regulations applicable to foreign exchange transactions in relation to the Credit and confirm that the underlying transaction that requires the issuance of the Credit is a genuine trading transaction and not in any way in violation of the laws on money laundering control.
- 15. The Credit shall be subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600 (UCP) or any future revision thereof except so far as otherwise expressly stated herein. The terms used herein shall have the same meaning as set out in the UCP.
- 16. This Application shall be governed by Thai Laws.

? Date .....

? Signature .....
Applicant

**Guarantee**

To : Bangkok Bank Public Company Limited

We..... hereby, unconditionally and irrevocably, guarantee not only as surety but also as principal debtor and: (i) declare to be jointly and severally bound with the Applicant for fulfilment of the undertakings and agreements contained in the above Application; (ii) consent and agree to be bound by any extension, renewal or modification of the above Application or the Credit issued thereunder, as the case may be; (iii) in the event of default, undertake to pay any and all sums due as well as compensation for any damage and expense incurred to you; and (iv) waive all rights under Section 694 and 697 of the Civil and Commercial Code of Thailand and any and all defences whatsoever that may be raised against any claim made or action taken by you thereunder or hereunder.

.....
Guarantor (s)