

Application for Documentary Credit

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 stated herein and subject to the Agreement and Indemnity Relating to the Issuance of Documentary Credits specified on the reverse side which is part of this Application.

For Bank Use Only

Credit Ref. No.

Applicant's name and full address		Beneficiary's name and full address	
Contact Person: _____ Tel. _____ Fax/E-mail: _____		Tel. _____ Fax/E-mail: _____	
Advising Bank (Through your correspondent/branch) Name and Address: _____ SWIFT BIC: _____		Amount in words and figures Currency and amount in figures: _____ Amount in words: _____	
Partial Shipments ☐ Not Allowed ☐ Allowed ☐ Allowed with Condition		Transshipment ☐ Not Allowed ☐ Allowed ☐ Allowed with Condition	
Shipment: Place of Receipt (if any): _____ Port of Loading/Airport of Departure: _____ Port of Discharge/Airport of Destination: _____ Place of Final Destination (if any): _____		Available at ☐ Sight ☐ _____ days ☐ after shipment ☐ after sight ☐ other _____ for ☐ 100 % of invoice value ☐ _____ % of invoice value	
Latest Shipment date (DD/MM/YYYY): ____/____/____ Presentation of documents must be made within _____ days after shipment.		Expiry date: ____/____/____ ☐ in Beneficiary's Country ☐ _____	
		Transferable: ☐ Yes ☐ No	
		Confirmation: ☐ Required ☐ Not Required Confirmation commission is for ☐ our account ☐ Beneficiary's account	
Documents required: ☐ Signed commercial invoices in one original and _____ copies indicating separately, in case of CIF or CIP, FOB value, freight charges and insurance premium. ☐ Full set of 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, specifying the Applicant as Notify Party and indicating the Credit number. ☐ Air Waybill consigned to Bangkok Bank Public Company Limited, Bangkok, marked Freight ☐ Prepaid ☐ Collect, showing actual flight date, specifying the Applicant as Notify Party and indicating the Credit number. ☐ Truck Receipt ☐ Railway Receipt ☐ Courier Receipt ☐ Post Receipt addressed to the Applicant, marked Freight ☐ Prepaid ☐ Collect and 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 that of the Credit, covering ☐ Institute Cargo Clauses ☐ A ☐ B ☐ C ☐ Institute Theft, Pilferage and Non-Delivery Clauses ☐ Institute War Clauses (Cargo) ☐ Institute Cargo Clauses (AIR) ☐ Institute Strikes Clauses (Cargo) ☐ Packing List in one original and _____ copies. ☐ Beneficiary's Certificate certifying that one set of copies of shipping documents has been sent to the Applicant within _____ days after shipment by _____ and related document(s): _____, as an evidence to that effect. ☐ Others (if any)			
Goods (Brief description of goods without excessive details): 			
INCOTERMS ☐ 2020 or ☐ Other: _____: ☐ EXW ☐ FCA ☐ FAS ☐ FOB ☐ CFR ☐ CIF ☐ CPT ☐ CIP ☐ DAP ☐ DPU ☐ DDP			
Charges: Reimbursement charges and all bank charges outside Thailand are for ☐ our account ☐ Beneficiary's account, if refused by the Beneficiary, we remain ultimately liable for the payment thereof.			
Special Conditions: 			

Agreement and Indemnity Relating to the Issuance of Documentary Credit

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

1. 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.
2. In the event we fail to provide funds as stated in 1. above, we agree to make payment to you in the amount specified in the relevant documents as follows:
 - (1) For the Credit payable at sight, we shall make payment in the amount specified in the Payment Advice sent by you to us together with interest at the T/R rate for the relevant currency then applicable as announced by you, calculated from the date on which you or a foreign bank, as the case may be, made payment for negotiation of documents. If we fail to make such payment to you within the period of time specified in the Payment Advice, we agree that we shall be considered in default and we agree to your conversion of the amount in foreign currency into Thai Baht using your exchange rate (selling) as announced on such date and agree to pay interest at the rate specified in the Payment Advice which is the reference rate for Thai Baht plus 3 percent per annum from the due date specified in the Payment Advice until the date on which we have made payment in full.

Where we are not classified as SME under the laws on small and medium enterprises promotion, we agree to pay interest on the unpaid amount under this Application to you at the maximum default rate for Corporate customer announced by you on the date hereof or as may be amended from time to time without having to notify us, from the due date specified in the Payment Advice until the date on which we have made payment in full.
 - (2) For the usance Credit, you will send the Payment Advice to us specifying the maturity date. If we fail to make such payment to you on the maturity date, we agree that we shall be considered in default and we agree to your conversion of the amount in foreign currency into Thai Baht using your exchange rate (selling) as announced on such maturity date and agree to pay interest at the rate specified in the Payment Advice which is the reference rate for Thai Baht plus 3 percent per annum from the maturity date until the date on which we have made payment in full.

Where we are not classified as SME under the laws on small and medium enterprises promotion, we agree to pay interest on the unpaid amount under this Application to you at the maximum default rate for Corporate customer announced by you on the date hereof or as may be amended from time to time without having to notify us, from the maturity date specified in the Payment Advice until the date on which we have made payment in full.
- (3) In the case under (1) or (2)
 - i. we agree to pay for fees and expenses relating to the collection under the relevant documents which include a draft (if any) and agree to pay interest as collected by a foreign bank (if any).
 - ii. if we have an agreement with you which otherwise fixes the foreign exchange rate, when you convert an amount in foreign currency into Thai Baht, we agree to your applying such agreed rate in lieu of the exchange rate stated above.
3. We agree that you shall be entitled to debit or apply any amount in our deposit account maintained with you for payment of debt owed to you under this Application together with any fees, charges, and expenses incurred by the use of this service at the rate specified by you.
4. In the event you have exercised your right under 3. but our debt has not been fully paid, we shall promptly make payment to you in full, or otherwise enter into a Trust Receipt agreement with you.
5. We agree that you and your nominated bank (if any) shall only be bound to examine the drafts and documents presented pursuant to the Credit to ascertain whether they appear on their face to be in accordance with the terms of the Credit and that you shall not be responsible for:
 - (1) 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; or
 - (2) the validity, accuracy, genuineness, terms, conditions or sufficiency of any documents tendered; or
 - (3) the terms, conditions, or sufficiency of any insurance of the goods; or
 - (4) delays or errors in transmission or non-delivery of any message via post or any other means or for delays, loss or damage to goods; or
 - (5) errors in translation or in interpretation of technical terms or from any ambiguity in our instructions; or
 - (6) act, error, neglect, default, omission, insolvency or failure in the business of the nominated bank.
6. We agree that you or your nominated bank shall have discretion as to whether or not to
 - (1) pay at sight or on the maturity date against all documents purporting to comply with the terms of the Credit; or
 - (2) accept a draft and pay on the maturity date or negotiate documents presented or purporting to be issued in accordance with the terms of the Credit.
7. We shall be responsible for the Credit issued by you in accordance with this Application in all respects. In case where you are required to make payment or suffer any loss, damage, or expenses as the result of your issuance of such Credit, we agree to indemnify you in full.
8. 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 anti-money laundering and terrorist financing.
9. We authorize 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.
10. You may restrict negotiations under the Credit to your own office or to any correspondent of your choice.
11. We acknowledge the purposes and details with respect to your collection, use and disclosure of personal data as well as the rights of the data subject as stated in the Privacy Notice and the Written Request for Consent Relating to the Collection, Use, and Disclosure of Personal Data prior to agreeing to be bound by this Application and we hereby confirm to you that (1) we have notified details of your Privacy Notice to the person whose personal data has been provided by us to you and such person is informed of details as stated in your Privacy Notice, and (2) we have legitimate rights to disclose any information of any other person whose personal data has been provided by us to you.

We accept and agree that you are entitled to collect and use the information which we have provided to you or which derives from the use of the service under this Application and other information related to the use of the service under this Application or other information which you have received or obtained from other sources, and that you are entitled to send, transfer or disclose such information to companies within your financial group, business partners, outsource service providers, your agents, assignees of your rights or obligations, assignees of your claims, advisors, other financial institutions, credit rating agencies, external auditors, agencies or any persons related to your business operation, both domestic and overseas, for the purposes stated in your Privacy Notice, including:

 - (1) For compliance with your obligations under this Application or in connection with this Application including for compliance with any agreement or contract entered into between you and any other person related to or in connection with the provision of service under this Application;
 - (2) For notification, communication, examination or response to any inquiries or complaints related to the use of the service under this Application at our request or any other person related to the provision of service under this Application;
 - (3) For analysis, processing, management or use of information obtained from the utilization of your products or services in order to facilitate such utilization by us and for advertisement, granting or offering privileges, benefits, rewards and products or services likely to be suitable to, or meet requirements of, us, as well as for assessment, development and improvement of your products and services;
 - (4) For operations relating to information technology;
 - (5) For compliance, risk management and any audit related to your service provision including your business management and the business management of the companies within your financial group and of your affiliates and business partners;
 - (6) For compliance with laws, regulations, orders or procedures prescribed by government agencies or regulatory authorities as well as for debt collection, exercise of claims or enforcement of legal rights.
12. Your issuance of the Credit as requested by us under this Application shall be in accordance with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce, Publication No. 600 ("UCP") as may be amended as well as your customary practice or any other agreed regulations.
13. This Application shall be governed by Thai Laws.

Date.....

Signature.....Applicant