

To: **Industrial and Commercial Bank of China (Thai) Public Company Limited**

Date

I/We hereby request you to open full operative Irrevocable Letter of Credit by telex / S.W.I.F.T.

L/C No.

through your correspondent/branch (ADVISING BANK) <input type="text"/>	Amount (in figures and words) <input type="text"/>
Applicant's name and full address <input type="text"/>  Contact Person <input type="text"/> Tel: <input type="text"/> Fax: <input type="text"/>	Beneficiary's name and full address <input type="text"/>

Available by beneficiary's draft(s) in duplicate at

Drawn on yourselves or on your correspondents, accompanied by the following documents and details:

- Manually signed COMMERCIAL INVOICE in sextuplicate, price   Others
- Full set of clean "On Board" Ocean BILL OF LADING  MULTIMODAL TRANSPORT DOCUMENTS made out to the order of Industrial and Commercial Bank of China (Thai) Public Company Limited and marked FREIGHT  PREPAID  COLLECT . Notify me/us or  in triplicate, plus  non-negotiable copy (ies)
- Airway Bills consigned to the order of Industrial and Commercial Bank of China (Thai) Public Company Limited and marked FREIGHT  PREPAID  COLLECT showing actual freight. Notify me/us or
- INSURANCE POLICY or CERTIFICATE blank endorsed for 110% of invoice value, stating claims payable in Thailand for currency of the draft(s), covering Institute Cargo Clauses  (A)  (B)  (C) , War & Strike Clauses, Theft Pilferage and non-delivery Clauses to be effected by SHIPPERS in duplicate.
- Other documents:
- All bank charges outside Thailand including reimbursing Bank Charges (if any) are for the

Evidencing shipment of

From  To  Shipment must be made not later than

Partial Shipments are  allowed  not allowed Transshipment is  allowed  not allowed

Expiry Date  in the country of the beneficiary. Period for presentation

Special Conditions  This credit is transferable in the country of beneficiary.  
 Please arrange adding Confirmation to this credit at beneficiary's expenses.

Other

In consideration of such draft(s) being negotiated by you under this credit, I/We hereby guarantee to pay all such draft(s) on presentation for sight draft(s) and to pay same at maturity for time draft(s), together with your usual interest and other charges thereon. The transmission of instructions under and in relation to this credit is entirely at my/our own risk. I/We acknowledge and accept that this application is subject to the additional clauses as stipulated in the reverse side of this application. Unless otherwise expressly stated, this credit is also "Subject to Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No.600"

I/We further authorize you to **debit** our account No  maintained with you for the opening commission and other expenses incurred, including charges which cannot be collected from other party (ies) and the amount of draft(s), negotiated under this credit, plus Interest and charges under advice to me/us.

Yours faithfully,

\_\_\_\_\_  
Applicant Signature

THE ADDITIONAL CLAUSES ATTACHED TO THE APPLICATION FOR OPENING A DOCUMENTARY CREDIT

1. Throughout the following clauses, the term "the BANK" shall be deemed to include Industrial and Commercial Bank of China (Thai) Public Company Limited and all its branches, departments and any individual partnership or corporation acting as nominee or agent for Industrial and Commercial Bank of China (Thai) Public Company Limited, and the term "applicant" shall include the individual or individuals' association, partnership or corporation named herein as applicant for the letter of credit as per particulars overleaf and (a) any successor individual or individuals' association or partnership or corporation thereto (b) in case of partnership, a new partnership which shall have been created by reason of the admission of any new partner or partners, therein or the dissolution of the existing partnership by death, resignation or otherwise and (c) in case of a corporation, any other corporation into or with which said applicant shall have been merged, consolidated, reorganized or absorbed.
2. The applicant agrees to pay to the BANK on demand a commission at such rate as the BANK may determine to be proper and any and all expenses, obligations, charges and liabilities paid or incurred by the BANK in connection with the credit and the related agreement(s) and document(s) together with interest where chargeable.
3. Except as written instructions expressly to the contrary have been received by the BANK from the applicant in the application overleaf or prior to the opening of the Credit and incorporated in the Credit, the applicant agrees (a) that the BANK and any of the BANK'S correspondents may receive and accept as a "bill of lading" under the Credit any document issued or purporting to be issued by or on behalf of any carrier which acknowledged receipt of property for transportation, whatever the specific provision of such document; (b) that, in case of partial shipments being allowed under the Credit, the BANK may honour the relative drafts without inquiry, regardless of any apparent disproportion between the quantity shipped and the amount of the relative draft, and the total amount of the Credit and the total quantity to be shipped under the Credit; (c) that the BANK may accept or pay as complying with the terms of the Credit, any drafts or other documents otherwise in order which may be signed or issued by the administrator, executor, trustee in bankruptcy, debtor in possession, assignee for benefit of creditors, liquidator, receiver or other legal representative of the party who is authorized under the Credit to draw or issue any drafts or other documents; (d) that, without limiting any other provisions of these Additional Clauses the company and any of the BANK'S correspondents may accept documents of any character which comply with the provisions, definitions, interpretations and practices, contained in "The Uniform Customs and Practice for Commercial Documentary Credit of the International Chamber of Commerce" as amended from time to time or which comply with the laws or regulations in force in and customs and usages of the place of negotiation; (e) that, in the event of any extension of the maturity or time for negotiation or presentation of drafts, acceptances of documents or any other modification or amendment of the terms or provisions of the Credit at the request or with the consent of the applicants with or without notification to the others or in the event of any increase in the amount of the Credit at the request of the applicant, these Additional Clauses shall be binding upon the applicant with regard to (i) the Credit so increased or otherwise modified or amended (ii) drafts, documents and property covered thereby and (iii) any action taken by the BANK or any the BANK'S correspondents in accordance with such extension, increase or other modification or amendment; (f) that the BANK or any/or any of the BANK'S correspondents may accept or pay any draft dated on or before the expiration of any time limit expressed in the Credit, regardless of when drawn and when or whether negotiated, provided that the other required documents are dated prior to the expiration date of the Credit.
4. That neither the BANK nor any of the BANK'S correspondents shall be responsible for, and the applicant's obligation to reimburse the BANK shall not be effected by, (a) the existence, character, quality, quantity, condition, packing, value or delivery of the property purporting to be represented by the documents; (b) any difference in character, quality, quantity, condition or value of the property from that expressed in the documents; (c) the validity, sufficiency or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) the time, place, manner or order in which shipment is made; (e) the charter, adequacy, validity or genuineness of any insurance or any other risk connected with insurance; (f) any deviation from instructions, delay, default or fraud by the shipper and/or anyone else in connection with the property or the shipping thereof; (g) the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property (h) delay in arrival or failure to arrive of either the property or any of the documents relating thereto; (i) delay in giving or failure to give notice of arrival or any other notice; (j) any breach of contract between the shipper or vendor and the consignee or buyer or the applicant or any of them; (k) failure of any draft to bear reference or adequate reference to the Credit or failure of documents to accompany any draft of negotiation or failure of any person to note the amount of any draft on the reverse side of the Credit or to surrender or take up the credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by the BANK; (l) errors, omissions, interruptions or delays in transmission or delivery of any message by mail, cable telegram, telex, S.W.I.F.T., wireless or otherwise whether or not they be in cipher; (m) or errors in translation or errors in interpretation of technical terms. The BANK or the BANK'S correspondents shall not be responsible for any act, error, negligence or default, omission, insolvency or failure in business of any correspondent or for any consequences arising from causes beyond the BANK'S control, In furtherance and extension of the specific provisions hereinbefore set forth the applicant agrees that any action taken or omitted by the BANK or the BANK'S correspondents under or in connection with the Credit or the relative drafts documents or property if done in good faith, shall be binding on the applicant and shall not put the BANK or the BANK'S correspondents under any resulting liability to the applicant. The company and the company's correspondents shall not be liable for any failure by the company or the BANK'S correspondents or anyone else to pay or accept any draft or acceptance under the Credit or for any loss or damage resulting from any censorship, law, control or restriction rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency thereof, declared or undeclared war, or from any other cause beyond the BANK'S or the BANK'S correspondent's agent's or sub-agent's control, and the applicant agrees to indemnify any hold the BANK or the BANK'S correspondents harmless from any claim, demand, action, charge, loss, liability or expenses arising reason thereof.
5. The applicant agrees to procure promptly any necessary import, export or other license for the importing, exporting or shipping of any and all property shipped under, pursuant to or in connection with the Credit and to comply with all foreign and domestic laws and governmental regulations in regard to the shipment of the property or the financing thereof and to furnish such certificates in that respect as the BANK may at any time require; to keep the property adequately covered by insurance satisfactory to the BANK and to assign the policies or certificates of insurance to the BANK or to make the loss or adjustment; if any, payable to the BANK; and to reimburse the BANK upon demand in the event that the BANK or the BANK'S correspondent pay for or incur any liability in connection with any of the foregoing matters.
6. The applicant hereby recognizes and admits the BANK'S unqualified right to the possession and disposition of all property shipped under pursuant to or in connection with the Credit or in any way relative thereto or to the drafts, drawn thereunder, and in and to all shipping documents, warehouse receipts, policies or certificate of insurance and other documents accompanying or relative to drafts drawn under the Credit and in and to the proceeds of each and all of the foregoing, all to be held by the BANK as collateral security for the prompt and unconditional payment of any and every obligation and liability of the applicant to the BANK and the BANK'S claims of every nature and description against the applicant whether or not represented by negotiable instruments or other writings, whether now existing or hereafter incurred, originally contracted with the BANK and/or with another or others and now or hereafter owing to or acquired in any manner by the BANK, whether contracted by the applicant alone or jointly and severally with another or others, direct or indirect, absolute or contingent, secured or not secured, matured or not matured.
7. In the event that any property and or documents held by the BANK or for the BANK'S account is released by the BANK to of upon the order of the applicant in trust, the applicant will sign and deliver to the BANK trust receipts and/or statements of trust receipt financing and will pay all required filing fees, and upon the applicant's failure to do so the BANK is hereby authorized as the agent of the applicant to sign any such receipts and/or statements. Upon any transfer delivery, surrender or endorsement to the applicant, or upon the applicant's request, of any bill of lading, warehouse receipt or other documents at anytime held by the BANK or held for the BANK'S account by any the BANK'S correspondents relative to any drafts or documents drawn hereunder the applicant will indemnify and hold the BANK or the BANK'S correspondent harmless from and against claims, demands or actions which may arise against the BANK or any such correspondent by reason thereof.

Applicant..... Date.....

<p>I/We hereby agree to be jointly &amp; severally liable with the applicant for the fulfillment of the promises and agreements as per this application, including extensions, renewals amendments and modifications and in the event of default, promise to make good and pay on demand any loss or damage suffered by the Industrial and Commercial Bank of China (Thai) Public Company Limited Bangkok, waiving hereby expressly any defence that may be interposed to any claim or action thereon or hereon, especially also as to the order in which Industrial and Commercial Bank of China (Thai) Public Company Limited shall choose to reimburse itself.</p>	
Guarantor .....	Witness .....
Date .....	Witness .....