ICBC 工銀亞洲

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

To: **Trade Finance Department**

Documentary Credit ("DC") No.:

Applicant's Ref.: **PO151101** 1

Date : **11 NOV 2016** 2

Advising Bank (At the full discretion of issuing bank)
XYZ BANK, TAIPEI, TAIWAN
BIC: XXXXTWTP 3

Applicant (Name and Address)
ABC COMPANY LIMITED
TAI PO INDUSTRIAL ESTATES
N.T. HONG KONG 4

Contact: Mr./Ms. **MS CHAN** Tel. No.: **3510 1118** Fax No.: **2757-3652**

Beneficiary (Name and Address)
FIRST KITCHEN
(Please insert full address) 5
TAIWAN

Tel No.: **86-111111111** Fax No.: **86-111111112**

Currency and amount in figures
USD10,000.00 (SAY US DOLLARS TEN THOUSAND ONLY) 6

Expiry date and place
31-DEC-2016, TAIWAN 7

Tolerance of DC Amount/Quantity
+/- **5** % 8

DC to be despatched by
[X] Teletransmission
[ ] (Air) Mail ([ ] with brief teletransmission) 9
[ ] Courier ([ ] with brief teletransmission)
[ ] Collection at Counter

Credit available by: [ ] Sight Payment [X] Negotiation [ ] Acceptance [ ] Deferred Payment
[X] Drafts required at [ ] Sight or [X] **90** Days **SIGHT** drawn on Industrial and Commercial Bank of China (Asia) Limited 10

Place of Taking in Charge/Dispatch From/Place of Receipt _____
Port of Loading/Airport of Departure **TAIWAN** 11
Port of Discharge/Airport of Destination **HONG KONG**
Place of Final Destination/For Transportation To/Place of Delivery _____
12 Not later than **10-DEC-2016**

Partial Shipments
[ ] Allowed [X] Prohibited 13

Transhipment
[X] Allowed [ ] Prohibited 14

Documents to be presented within **21** days after [X] shipment date [ ] date of receipt of goods [ ] _____ but within the validity of this DC 15

[ ] Insurance to be covered by Applicant
[ ] Insurance to be covered by Ultimate Buyer
[ ] Cover Note ([ ] enclosed [ ] to be submitted)
[ ] under Open Policy No. _____
[ ] Please arrange insurance for us 16

[ ] This DC is transferable
[ ] Confirmation required
Confirmation charges for account of 17
[ ] Applicant [ ] Beneficiary

Documents Required (At least in duplicate unless otherwise specified):
[X] Signed Commercial Invoice in **2** original(s) plus **2** copy(ies)
[X] Packing List in **2** original(s) plus **2** copy(ies)
[X] Full set clean on board ocean bills of lading made out to the order of [X] Industrial and Commercial Bank of China (Asia) Limited [ ] Shipper, endorsed in blank [ ] _____ and marked "Freight [X] Prepaid [ ] To Collect" and notify [X] Applicant [ ] _____
[ ] Clean air waybill consigned to [ ] Industrial and Commercial Bank of China (Asia) Limited [ ] Applicant, bearing flight number, actual flight date, DC number and marked "Freight [ ] Prepaid [ ] To Collect" and notify [ ] Applicant [ ] _____
[X] Insurance policy or certificate endorsed in blank for at least 110% CIF or CIP value covering Institute Cargo Clauses ([X]A [ ]B [ ]C [ ]Air Cargo), Institute War Clauses ([X]Cargo [ ]Air Cargo), Institute Strikes Clauses ([X] Cargo [ ] Air Cargo), showing claim payable at destination in the currency of the DC
[ ] Cargo receipt issued and signed by the authorized signatory(ies) of the Applicant whose signature(s) must conform to issuing bank's records certifying that the goods have been received in good order and condition and in trust for Industrial and Commercial Bank of China (Asia) Limited, mentioning this DC number, date of receipt of the goods, total value and quantity of the goods received.

18

Goods (Brief description without excessive details):
COOKING SETS - MODEL NO. ZZ201610
1,000 SETS AT USD10.00/SET 19
Trade Terms: (For sea shipment) [X]CIF [ ]CFR [ ]FOB (For air shipment) [ ]CIP [ ]CPT [ ]FCA [ ] Local Delivery [ ] Others _____ Location HONG KONG 20

Additional Conditions / Other Documents Required
ALL DOCUMENTS MUST SHOW THIS L/C NO.
SHIPMENT MUST BE EFFECTED BY 20FT CONTAINER AND BILLS OF LADING MUST SO EVIDENCE.

21

PLEASE FAX THE L/C COPY TO FAX NO. 2757-3652 WHEN AVAILABLE

Charges

Type	To be paid by Applicant	To be paid by Beneficiary
DC issuing charges	X	
Other bank's charges		X
Discrepancy handling fee		X
HKD Bill Commission / Commission in lieu of exchange	X	22
Acceptance Commission (for usance DC only)	X	
L/C overdrawn commission		X
Expired L/C Commission		X
Discount interest (For usance DC only)		X

BACK-TO-BACK DC: (if applicable)
[ ] This is a back-to-back credit to be issued against the support of a master DC no._____ issued by _____. 23
The original master DC is [ ] enclosed [ ] being held by your Bank.

TRUST RECEIPT ("T/R") LOAN APPLICATION
[X] Please book a T/R loan for the settlement of drawing(s) under this D/C. 24
This T/R loan application is subject in all respects to the Pledge and Master Trust Receipt Agreement previously signed and delivered to you by us.

Debit margin for _____ % and your issuing charges, commission and other fees to our account No. : **8XX-XXX-XXXXXX** 25
[ ] Please fix exchange 26

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF

SAMPLE

Terms and Conditions

1. This application and the DC to be issued are subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect on the issuance date of the DC ("**UCP**") and the General Agreement - General Banking Facilities,Trade Finance General Agreement and/or any other agreement previously signed and delivered to Industrial and Commercial Bank of China (Asia) Limited (the "**Bank**") by the applicant of this application (the "**Applicant**"). In case of conflict, terms of this application shall prevail to the extent of conflict.

2. The Applicant undertakes to pay and reimburse the Bank any sum in connection with the DC upon the Bank's demand and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the DC, all irrespective of any alleged discrepancies in the presented documents and/or any fraud that may be alleged at any time or discovered subsequent to such payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank.

3. For the purpose of providing or continuing trade or other banking facilities or services to the Applicant, the Bank may require the Applicant to pay a cash margin and/or other sums in any amount and at any time the Bank thinks fit. For such purpose, the Applicant hereby requests and authorizes the Bank to open a margin account in the name of the Applicant ("**Margin Account**") whenever the Bank thinks fit. The Applicant hereby charges the Margin Account in favour of the Bank as continuing security for the payment and discharge of all the Applicant's obligations and liabilities to the Bank (whether or not in connection with the Margin Account) and authorizes the Bank to apply any cash in the Margin Account to reduce any amounts owing by the Applicant. The Applicant further agrees and undertakes not to transfer, withdraw, pledge or otherwise deal with any cash in the Margin Account (save and except for those provided herein) unless with the prior consent of the Bank.

4. All documents presented under the DC and the relevant goods will be automatically pledged to the Bank as security for the Applicant's liabilities and obligations owing to the Bank but the risk of the goods shall be with the Applicant at all times.

5. All the terms and conditions of the DC must be identical to that of the master credit detailed overleaf ("**Master DC**"), if any, except as otherwise agreed by the Bank.

6. The Applicant undertakes to present all export documents under the Master DC to the Bank for issuing bank's payment or the Bank's negotiation, purchase or prepayment under the DC.

7. The Bank is irrevocably authorized (but is not obliged) to (i) utilize documents presented under the DC for the drawing of the Master DC; (ii) negotiate the presented documents, prepay the deferred payment undertaking incurred by the Bank or purchase the draft accepted by the Bank (the "**Financing**") under the Master DC; and (iii) directly apply the Financing proceeds of the Master DC to settle the corresponding drawing(s) under the DC without first crediting such proceeds to the Applicant's account with the Bank, irrespective of discrepancies that may appear on the documents presented under the DC (all of which, if any, are hereby waived).

8. The Applicant agrees that the Bank may, at its sole discretion and without consent from the Applicant, amend the terms and conditions of the DC stated in this application and/or insert additional terms and conditions into the DC as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the DC.

27

9. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure the clarity, enforceability or effectiveness of any terms or requirements incorporated in the DC; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the DC relates and obtain any necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which arise out of such issues.

10. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, restrict, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the DC.

11. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the DC notwithstanding that the Applicant may have waived such discrepancy.

12. If the Applicant instructs the Bank to permit T/T reimbursement in the DC, the Bank is irrevocably authorized to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents. The Applicant shall bear all relevant risks (including non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the DC.

13. Any action taken or omitted by the Bank or by any of its correspondents or agents under or in connection with the DC shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant.

14. The Applicant agrees and undertakes to examine the customer copy of the DC issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the DC within 7 calendar days after the customer copy of the DC is sent to the Applicant shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the DC.

15. The Applicant further undertakes that it shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank's delegate(s) may incur or suffer under or in connection with this application and the DC.

16. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the others.

17. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

FOR AND ON BEHALF OF ABC COMPANY LTD

CHAN SIU MAN

AUTHORISED SIGNATURE(S)

28

Company Chop and Authorized Signature(s) of Applicant

For Bank's use		
Signature verified	Entry passed	Approved

SAMPLE

ICBC 工銀亞洲

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

To: **Trade Finance Department**

1) 申請人編號 (如有)
   Applicant's reference (optional)
2) 申請日期
   Date of application
3) 通知行名稱 (如有地址及 BIC 代碼，亦請註明)
   Advising bank's name (If possible, please also provide address and BIC code)
4) 申請人名稱及地址
   Applicant's name and address
5) 受益人名稱及地址
   Beneficiary's name and address
6) 信用證貨幣及金額
   Currency and amount of DC
7) 信用證有效日期及交單地點
   Expiry date and place of presentation
8) 信用證金額 / 貨物數量上下浮動
   Tolerance of DC amount / quantity
9) 信用證出具方式
   DC to be despatched by
   a. 詳電 Teletransmission
      全信用證以電文發出，通知行一般可短時間內收到電文 DC will be despatched via SWIFT message to the advising bank within a short period of time
   b. 速遞 (連簡電) Courier (with brief teletransmission)
      銀行發出一份簡單電文確認本行開出信用證並簡述內容，並速遞正本信用證予受益人，一般需數天時間通知行或受益人收到信用證 (視乎通知行或受益人所在地)
      Brief SWIFT message is made as a pre-advice to the beneficiary. The original DC will be despatched by courier afterwards. The duration of transmission depends on the domicile of advising bank or beneficiary
   c. 郵寄/空郵 (連簡電) (Air) Mail (with brief teletransmission)
      與速遞相似，惟正本信用證以郵遞 / 空郵寄送予通知行或受益人
      Similar to courier, with the original DC despatched by (air) mail to advising bank or beneficiary.
   d. 到取 Collection at counter
      開出本地信用證時，受益人可直接到貿易融資部領取有關信用證
      (貿易融資部地址: 香港九龍觀塘觀塘道 388 號創紀之城 1 期 1 座 36 樓)
      DC will be available for pick-up by beneficiary at our Trade Finance Department.
      (Trade Finance Department's address: Level 36, Tower 1, Millennium City 1, 388 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong)
10) 信用證付款方式及天期 (請表明是否需要匯票)
    Credit availability and tenor of DC (Please specify if draft(s) is required)
    a. 即期付款 Sight Payment
       信用證要求開證行或指定行對相符單據進行付款，可要求受益人提交匯票
       This allows payment at sight by the issuing bank or nominated bank. Draft(s) is optional.
    b. 議付 Negotiation
       議付可是即期或遠期，信用證容許指定銀行議付單據，可要求受益人提交匯票
       Negotiation can be sight or usance. Negotiation by nominated bank(s) is allowed. Draft(s) is optional.
    c. 承兌 Acceptance
       信用證要求開證行或指定行對相符單據進行承兌，並在到期日付款，受益人**必須**提交匯票
       Issuing bank or nominated bank accepts the draft drawn on the it upon receipt of compliant documents and is obliged to pay at maturity. Draft(s) is required.
    d. 延期付款 Deferred Payment
       信用證要求開證行或指定行對相符單據在指定到期日付款，受益人**毋須**提交匯票
       Issuing bank or nominated bank is obliged to pay for compliant documents at maturity. Draft(s) is **not** required.
11) 貨運路線
    Shipment routing
12) 最遲裝運日期
    Latest date of shipment

SAMPLE

13) 分批裝運
Partial shipments
14) 轉船運輸
Transhipment
15) 交單期限
可指定受益人於貨物裝船日或收貨日(或其他指定日子)後一定天數內交單，最遲交單期為信用證有效日期
Presentation period
DC may require documents to be presented within a certain period of time after date of shipment or date of receipt of goods (or other specified date), but such must be within DC validity
16) 貨運保險安排
Insurance arrangement
    a. 由申請人自行投保
    申請人可隨開證申請書一併附上或後補暫保單(cover note)，亦可預早提交運輸保單(insurance policy)並註明保單號碼
    Insurance to be covered by applicant
    Applicant can either submit cover note alongwith application form or submit as soon as possible after DC issuance. They can also submit an insurance policy in advance.
    b. 由最終買家投保
    Insurance to be covered by ultimate buyer
    c. 本行代客戶投保
    Insurance to be arranged by our bank
17) 可轉讓性及保兌
Transferability and Confirmation
18) 所需單據 (如無另外指示，所有單據最少須提交一式兩份)
一般要求單據應與貿易條款配合
Documents required (at least in duplicate unless otherwise specified)
Normally documents required should be consistent with trade term(s)
19) 貨物描述 (請略述，如貨物名稱、型號、數量、單價等)
Brief description of goods (e.g. name, model, amount, unit price, etc.)
20) 貿易條款
Trade Terms
21) 附加條件或其他所需單據 (如有)
Additional conditions and other documents required (if applicable)
22) 費用
請指示相關費用由申請人 / 受益人承擔)
Charges
Please indicate whether applicant or beneficiary to bear the related charges)
23) 開立背對背信用證適用
Application to back-to-back DC
24) 信託收據貸款
申請人可在正式付匯前申請有關貨款)
Trust receipt (T/R) loan
Applicant can arrange for T/R loan prior to payment)
25) 保證金及扣賬戶口資料 (如有扣賬指定戶口，敬請表明)
Details of margin and account to debit charges from (Please specify the account number (if any) for bank charges)
26) 訂立遠期外匯合同適用
Application for setting up FX forward contract
27) 條款及條件 (申請前敬請細閱)
Terms and Conditions (Please read carefully prior to application)
28) 申請人公司印章及授權簽署 (須與本行簽字記錄相符)
Company Chop and Authorized Signature(s) of Applicant (must conform to signature(s) specimen with our Bank)

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