ICBC 工银亚洲   APPLICATION FOR ISSUANCE OF IRREVOCABLE DOCUMENTARY CREDIT

To: **Trade Finance Department**   Date: _____01 Sep 2020____ [1] _____

We hereby request you to issue an irrevocable documentary credit ("**DC**") on the following terms and conditions:

DC No:	Applicant's ref: PO151101 [2]
Applicant (Name & Address): ABC COMPANY LIMITED [3] TAI PO INDUSTRIAL ESTATES N.T. HONG KONG	DC to be issued by: ☒ Full Teletransmission [4] ☐ Collection at Counter ☐ Courier DC Expiry Date: 31-DEC-2020 [5] | Expiry Place: ☒ Beneficiary's country [6] ☐ Issuing Bank's counter ☐ Nominated Bank's counter
Contact Person (Name. Tel. & Email/Fax): MS CHAN TEL: 3510 1118 [7] FAX: 2757 3652 EMAIL: TFD@icbcasia.com	Advising Bank (if applicable): XYZ BANK, TAIPEI, TAIWAN [8] BIC: XXXXTWTP
Beneficiary (Name & Address): FIRST KITCHEN [9] TAIPEI TOWER TAIPEI TAIWAN Tel. no.: 86-11111111 Email/Fax:86-11111112	DC amount and currency (in words and figures): USD10,000.00 [10] (SAY US DOLLARS TEN THOUSAND ONLY)

DC amount and variance section:

Variance of +/-   5   % in DC amount is allowed.   [11]
Variance of +/-   5   % in quantity of goods is allowed.

DC available with: ☐ Issuing Bank   ☒ Any Bank
☐ _____

By: ☒ Negotiation   ☐ Acceptance
☐ Sight Payment   ☐ Deferred Payment   [13]

At: ☐ Sight
☒ 90 days after ☒ sight ☐ date of shipment
☐ _____

Drafts drawn on: (not applicable to sight or deferred payment DC)
☒ Issuing Bank ☐a bank nominated by the Issuing Bank.

Port of Loading / Airport of Departure: TAIWAN	Port of Discharge / Airport of Destination: HONG KONG [12]
Place of Taking in Charge / Dispatch from / Place of Receipt:	Place of Final Destination / For Transportation To / Place of Delivery:

Partial Shipment / Deliveries:
☐ Allowed   ☒ Not Allowed
      [14]
	Transshipment:
	☒Allowed ☐ Not Allowed
	      [15]

Latest shipment date: 10-DEC-2020 [16]

Trade Terms:
☐ FOB ☐ CFR ☒CIF ☐ FCA ☐ CPT ☐ CIP ☐ Local Delivery [17]
☐ Others (please specify):

Goods (brief description):
COOKING SETS – MODEL NO.ZZ202010   [18]
1,000 SETS AT USD10.00/SET

Insurance (FOB/FCA/CFR/CPT):
☐ To be covered by ultimate buyer   [19]
☐ As per Open Policy no.
☐ Cover Note to be submitted
☐ Please cover insurance on our behalf and debit our account for the insurance premium

Documents to be presented within 21 days
after ☒the date of shipment or the date of the transport document(s)/ [20]
☐_____ but within the validity of this DC.

Documents Required (at least in duplicate unless otherwise specified):

☒ Signed commercial invoice(s) in   2   original(s) plus   2   copy(ies).

☒ Full set of clean "Shipped On Board" marine Bills of Lading made out ☒to the order of Industrial and Commercial Bank of China (Asia) Limited / ☐to order of shipper and blank endorsed / ☐_____ marked "freight ☐ collect / ☐ prepaid" and notifying ☒Applicant. /☐_____

☐ Original Air waybill consigned to ☐ Industrial and Commercial Bank of China (Asia) Limited/ ☐ Applicant / ☐_____ marked "freight ☐ collect/ ☐ prepaid" , bearing flight number, actual flight date and this DC number notifying ☐Applicant. / ☐_____ [22] _____

☐ Cargo Receipt issued and signed by authorised person(s) of the DC Applicant (whose signature(s) must conform with the specimen held in the Issuing Bank), certifying that the Applicant has received the goods in good order and condition and is holding the goods as baliee of Industrial and Commercial Bank of China (Asia) Limited. The Cargo Receipt must also show invoice value, description and quantity of the goods received, this DC number and date of receipt of goods (the date of receipt of the goods shown on Cargo Receipt is treated as the shipment date).

☒ Insurance Policy or Certificate in duplicate for minimum 110% CIF or CIP invoice value, blank endorsed and with claims payable at destination in currency of this DC irrespective of percentage covering: Institute Cargo clauses (☒ A / ☐ Air) ☒Institute War clauses ☒ Institute Strikes clauses ☐ Institute Theft Pilferage and Non-Delivery clauses ☐ and others:

☒ Packing List in   2   original(s) plus   2   copy(ies)   [21]

☒ Others documents and/or conditions (please specify):
ALL DOCUMENTS MUST SHOW THIS L/C NO.
SHIPMENT MUST BE EFFECTED BY 20FT CONTAINER AND BILLS OF LADING MUST SO EVIDENCE
PLEASE FAX THE L/C COPY TO FAX NO. 2757-3652 WHEN AVAILABLE   [22]

☐ Additional documents and other conditions required are to be continued on the attached sheet(s) which shall form an integral part of this application. [23]

Confirmation Instruction: ☐ Required (charges are for account of ☐ Beneficiary ☐ DC Applicant)   [24]

☐ Back-to-Back DC: This is a Back-to-Back DC against the support of a Master DC No. _____(the "**Master DC**"). [25]
issued by_____ for _____, the original of which is ☐ attached ☐ being held by you.
☒ Please debit DC issuing commission, margin deposit and other charges from our account No. 8XX-XXX-XXXXXX _____ . [26]

Special Instructions/Bank to Bank information:			This application and any attachments are subject to the Terms and Conditions set out overleaf.

☐ This DC is transferable.   27

☒ All documents must be in English.

Charges 28	To be paid by	
	Applicant	Beneficiary
DC issuing charges	☒	☐
Discrepancy handling fee	☐	☒
Charges of other banks	☐	☒
Commission on acceptance or deferred payment (for usance DC only)	☒	☐
HKD Bill Comm./Comm. in lieu of exchange	☒	☐
DC overdrawn commission	☐	☒
Expired DC commission	☐	☒
Discount Interest (for usance DC only)	☐	☒
Others:	☐	☐

FOR AND ON BEHALF OF ABC COMPANY LIMITED

CHAN SIU MAN

_____   29

AUTHORISED SIGNATURE (S)

_____

Authorised Signature(s) with Company Chop

For Bank Use only		
Signature verified	Entry passed	Approved

1. This application and the relevant DC to be issued are subject to the latest Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce and the General Agreement - General Banking Facilities, Trade Finance General Agreement and the Standard Terms and Conditions for Banking Facilities as are in effect from time to time and any other agreement(s) 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 such conflict.

2. The Applicant shall on demand pay and reimburse the Bank any sum in connection with the DC 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, drawings and/or 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, any fraud or illegality 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. The Applicant shall upon the Bank's demand pay to the Bank the fees, charges and commissions charged by the Bank (including those charges for the account of the beneficiary of the DC but unpaid due to any reason).

4. All documents presented under the DC and the relevant goods will be automatically pledged and/or charged 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 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 Applicant agrees that the Bank may, at its sole discretion and without consent from the Applicant (i) amend the terms and conditions of the DC stated in this application; (ii) insert additional terms and conditions into the DC as the Bank thinks appropriate; and/or (iii) subject to the beneficiary's consent, cancel the whole or any unused balance of the DC.

8. If so required by the Bank, the Applicant shall pay cash margin or provide collateral to the Bank in an amount or value sufficient to cover any payment that is or may be required to be made by the Bank under the DC and any other actual or contingent obligations and liabilities of the Applicant owed to the Bank.

9. Any cash margin paid to the Bank ("**Cash Margin**") will be deemed to be charged to the Bank. The Bank has the right, at any time without notice or demand, to set off, apply and/or transfer the Cash Margin against and/or towards satisfaction of all or any of the obligations and liabilities owed by the Applicant to the Bank. The Bank may convert any of them at the prevailing exchange rate as may be absolutely determined by the Bank.

10. The Bank is irrevocably authorised (but is not obliged) to (i) utilise 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, purchase the draft accepted by the Bank under the Master DC or make any advance(s) against the documents presented ("**Financing**"); 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 any discrepancies that may appear on the documents presented under the DC (all of which, if any, are hereby waived).

11. The Applicant 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 issued by the Bank 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.

12. If the Applicant instructs the Bank to permit T/T reimbursement, the Bank is irrevocably authorised 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 under the DC. The Applicant shall bear all the relevant risks (including, without limitation, 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. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure 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 all 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 may arise out of such issues.

14. Each of the persons signing this application (both in his/her own personal capacity and as an authorised representative of the Applicant) warrants and represents to the Bank that the underlying transaction is a genuine trade transaction conducted by the Applicant as a principal and acknowledges that the Bank will rely on such warranty and representation when assessing this application. Each signatory fully acknowledges that making any misrepresentation can be a criminal offence.

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

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 other parties.

17. Where the DC calls for the insurance to be effected by the buyers, the Applicant shall keep the property covered by insurance for at least 110% of the invoice value and assign the insurance policy or certificate to the Bank upon its request, failing which the Bank is at liberty to insure for the Applicant's account until such time as the Bank deems necessary.

18. Any action taken or omitted by the Bank or by any of its correspondents or agents in good faith 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. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.

19. 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 suffer or incur under or in connection with this application and the DC.

20. The Applicant acknowledges and agrees that the Bank would refuse to process any transaction which may violate or breach any sanctions, anti-money laundering or counter-terrorist financing laws, regulations, rules, guidelines and procedures promulgated by the United Nations, the European Union, the United States of America, the United Kingdom, the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"), the People's Republic of China and all other jurisdictions to which it is subject ("**Sanctions**"). The Applicant agrees that the Bank will not be liable for any claims, losses, damages, costs or expenses suffered by any party in connection with the Bank's refusal to process such transactions. The Applicant certifies that no shipment or transaction involved in this application is in violation of any Sanctions.

21. This application is governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the exclusive jurisdiction of the Hong Kong courts.

1) 申請日期

   Date of application

2) 申請人編號 (如有)

   Applicant's reference (optional)

3) 申請人名稱及地址

   Applicant's name and address

4) 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 beneficiary. The original DC will be despatched by courier afterwards. The duration of transmission depends on the domicile of advising bank of beneficiary

   c. 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)

5) 信用證有效日期

   Expiry date

6) 信用證交單地點

   Place of presentation

7) 申請人聯絡資料

   Applicant's contact details

8) 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)

9) 受益人名稱及地址

   Beneficiary's name and address

10) 信用證貨幣及金額

    Currency and amount of DC

11) 信用證金額及貨物數量上下浮動

    Tolerance of DC amount and quantity

12) 貨運路線

    Shipment routing

13) 信用證付款方式及天數

    Credit availability and tenor of DC

    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

    This allows payment at sight by the issuing bank of nominated bank.

    b. 議付 Negotiation

    議付可即期或遠期，信用證容許指定銀行議付單據，遠期可要求受益人提供匯票

    Negotiation can be sight or usance. Negotiation by nominated bank(s) is allowed. For usance, 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 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.d

14) 分批裝運

    Partial shipments

15) 轉船運輸

    Transhipment

16) 最遲裝運日期

    Latest date of shipment

17) 貿易條款

    Trade Terms

18) 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.)

19) 貨運保險安排

    Insurance arrangement

    a.   由最終買家投保

         Insurance to be covered by ultimate buyer

    b.   由申請人自行投保

         申請人可隨開證申請表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 along with application form or submit as soon as possible after DC issuance. They can also submit an insurance policy in advance.

    c.   本行代客戶投保

         Insurance to be arranged by our bank

20) 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 required documents to be presented with a certain period of time after date of shipment or date of receipt of goods (or other specified date), but such date must be within DC validity

21) 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)

22) 附加條件或其他所需單據 (如有)

    Additional conditions and other documents required (if applicable)

23) 附加條件或其他所需單據另加附頁(如有)

    Additional conditions and other documents required on attached sheet(s) (if applicable)

24) 保兌

    Confirmation

25) 開立背對背信用證適用

    Application to back-to back DC

26) 保證金及扣帳戶口資料 (如有扣帳指定戶口，敬請表明)

    Details of margin and account to debit charges from (Please specify the account number (if any) for bank charges)

27) 可轉讓性

    Transferability

28) 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

29) 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)

30) 條款及條件 (申請前敬請細閱)

    Terms and Conditions (Please read carefully prior to application)