

Application for Irrevocable Letter of Credit

To: TMBThanachart Bank Public Company Limited

Date of this application

No.

Advising bank	Applicant (Name, Address, Tel. No., Fax No., Account No.)									
Beneficiary (Name, Address, Tel. No., Fax No.)	Amount Amount tolerance % Expiry date In the country of beneficiary									
Issued by <input type="checkbox"/> Airmail <input type="checkbox"/> Full telex <input type="checkbox"/> SWIFT	Terms <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> To be available by beneficiary's draft drawn on the Issuing Bank at <input type="checkbox"/> Sight <input type="checkbox"/> Term Days for Full Invoice Value accompanied by the under mentioned document:									
Documents to be presented by the beneficiary <input type="checkbox"/> Signed Commercial Invoice in _____ copies indicating FOB value, freight charge and insurance premium (if any) separately. <input type="checkbox"/> Full set of clean on board <input type="checkbox"/> Ocean Bills of Lading <input type="checkbox"/> Multimodal Transport Document, plus 3 non-negotiable copies made out to the order of TMBThanachart Bank Public Company Limited, Bangkok. marked <input type="checkbox"/> Freight Prepaid <input type="checkbox"/> Freight Collect and notify applicant with full address quoting L/C number. <input type="checkbox"/> Clean Air Waybills issued and duly signed by the carrier or its agent evidencing dispatch of goods to TMBThanachart Bank Public Company Limited, Bangkok, bearing flight number, date of dispatch, marked <input type="checkbox"/> Freight Prepaid <input type="checkbox"/> Freight Collect, and notify applicant with full address quoting L/C number. <input type="checkbox"/> Air/Sea Parcel Post Receipt in the name of TMBThanachart Bank Public Company Limited, for account of applicant. <input type="checkbox"/> Insurance Policy/Certificate in duplicate blank endorsed for 110% of invoice value stating claims payable in Bangkok for the same currency of the drafts covering Institute Cargo Clauses <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> (Air) <input type="checkbox"/> Institute War Clauses (Cargo) Institute Strike, Riot and Civil Commotions Clauses <input type="checkbox"/> Other (Please specify) <input type="checkbox"/> Packing List in _____ copies <input type="checkbox"/> Beneficiary's Certificate certifying that one set of non-negotiable shipping documents has been sent directly to the Applicant by courier / airmail within 3 days after shipment date. <input type="checkbox"/> Other documents (specify)										
Goods (brief description without excessive detail) <input type="checkbox"/> As per attached										
Place of Receipt Port of Loading not later than Port of this Discharge Place of Delivery	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 35%; text-align: center;">Partial Shipments</td> <td style="width: 35%; text-align: center;">Transshipment</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> Allowed</td> <td style="text-align: center;"><input type="checkbox"/> Allowed</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> Not Allowed</td> <td style="text-align: center;"><input type="checkbox"/> Not Allowed</td> </tr> </table>		Partial Shipments	Transshipment		<input type="checkbox"/> Allowed	<input type="checkbox"/> Allowed		<input type="checkbox"/> Not Allowed	<input type="checkbox"/> Not Allowed
	Partial Shipments	Transshipment								
	<input type="checkbox"/> Allowed	<input type="checkbox"/> Allowed								
	<input type="checkbox"/> Not Allowed	<input type="checkbox"/> Not Allowed								
Additional conditions: <input type="checkbox"/> The documentary credit to be available with <input type="checkbox"/> Advising bank <input type="checkbox"/> Any bank by negotiation against presentation of the documents. <input type="checkbox"/> Documents to be presented within _____ days after the date of shipment but within the validity of the credit. <input type="checkbox"/> All bank charges including reimbursement commission and other expenses incurred outside Thailand are for account of <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant <input type="checkbox"/> Confirmation of this credit is requested, and confirmation commission is for account of <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant <input type="checkbox"/> Confirmation to this credit may be added if it is so required by the Beneficiary at their own expense. <input type="checkbox"/> T.T. reimbursement <input type="checkbox"/> allowed <input type="checkbox"/> not allowed <input type="checkbox"/> Transferable <input type="checkbox"/> Special Conditions:										
We hereby agree to apply for Irrevocable Letter of Credit as stated in this form and also confirm and accept the General Terms and Conditions printed in company with this form.										
_____ (_____) Signature of applicant and company seal (if any)										

Signatures verify by

General term and conditions

In consideration of your opening this Credit, we hereby agree to accept all drafts drawn within the terms hereof and to pay the total amount at maturity with interest, commission and other charges thereon. The transmission of instructions under this credit is entirely at our own risk. We also hereby agree to the terms and condition herein as follows:

1. To assume all risks of the acts of the users of the credit, i.e. the shippers or beneficiaries, and to agree that the Bank will not be responsible for the existence, characters, quality, quantity, condition, packing, value or delivery of the goods ordered under this credit, where the price of goods is FOB or CFR, we confirm that insurance covering the goods has been effected by us.
2. The Bank will not be responsible for the validity genuineness, or sufficiency of documents under this credit. We hereby further agree that neither the Bank nor the Bank's agents/correspondents shall be responsible for any errors or delays in transmissions or interpretation of this credit or for the loss or late or non-arrival of part or all the required documents.
3. To comply with the Bank's demand promptly for any additional property or securities in order to satisfy the Bank's margin requirement.
4. That the documents above mentioned and the merchandise covered hereby shall be held as collateral's for due payment of drafts drawn under this credit, and authorize the Bank to sell in case of non-payment of the relative drafts without notice by public or private sale. After deducting all expenses, including commission connected therewith the net proceeds will be applied towards payment of the said drafts.
5. Except so far as otherwise stated herein, this application is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600 of which we have good knowledge and understanding.
6. To authorize the Bank to debit our account or to offset our money which was deposited with the Bank (if any), in connection with this credit or other facilities. In the event the balance in such account is insufficient to cover such payment, we hereby authorize the Bank to debit the deficiency to our account No whereupon we shall be liable to pay-off the debit balance of such account and to pay compounded interest thereon at the (Maximum Rate computed in accordance with banking customs and practice until all or our indebtedness thereunder shall have been paid in full. The Maximum Rate is defined to mean the maximum interest rate permitted by the Bank of Thailand for commercial banks to charge to its customers according to the Announcement of the Bank of Thailand regarding instructions for commercial banks to perform with respect to interest and discount rate.) such rate may be changed from time to time as shall be announced by the Bank.
7. We hereby further undertake to repay interest at the Maximum Rate charges and incidental expenses in connection with draft(s) drawn under the said Credit when called upon to do so.
8. We hereby further agree that notwithstanding the reference to or submission to the Bank for any Proforma Invoice, Sales Contract, Purchase Order or any other document of such nature, neither the Bank nor agents/correspondents shall be responsible for or have any liability whatsoever if and in the event that any invoice will be at variance in any way with any of the said documents that we have submitted to you in connection with this application. We expressly relieve the Bank of any obligation to attach to this credit, any of the documents (including Proforma Invoice) which we have submitted to the Bank with this application despite any reference to any of such documents (including Proforma Invoice) in this credit.

Guarantee Agreement

To: TMBThanachart Bank Public Company Limited, Bangkok

Date:

Dear Sirs,

I/We hereby agree to be jointly and severally liable with the Applicant for the fulfilment of the promises and agreements as per the application overleaf, including extension, renewals, amendments, and in the event of default promise to pay on demand any loss or damage suffered by TMBThanachart Bank Public Company Limited, Bangkok. I/We also agree to waive any defense especially the rights under Sections 694, 697 and 700 of the Civil and Commercial Code of Thailand and any and all defenses that may be interposed to any claim thereon or herein, also as to the order in which TMBThanachart Bank Public Company Limited shall choose to reimburse itself. I/We hereby further agree that if, due to the Bank's own acts, I/we cannot be subrogated wholly or partially into the Bank's rights or mortgage, pledge or preferential rights given to the Bank's prior to at the time of this Guarantee Agreement, I/we shall not be discharged from my/our guarantee obligations hereunder whether in whole or in part.

Signed Guarantor

Signed Guarantor

Signed Witness

Signed Witness

FOR BANK USE ONLY	
Amount	
@	Baht
Margin	Baht
Commission	Baht
Agent's comm	Baht
Duty stamps	Baht
Cable/Postage	Baht
.....	Baht
Total	Baht
Date Issued	
Officer's Initial	