

To TMB Bank Public Company Limited Bangkok	APPLICATION FOR IRREVOCABLE LETTER OF CREDIT	
	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"/> Air Mail <input type="checkbox"/> Full Telex <input type="checkbox"/> S.W.I.F.T.	Terms <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> To be available by beneficiary's drafts drawn on the Issuing Bank at <input type="checkbox"/> Sight <input type="checkbox"/> Term days for Full Invoice Value accompanied by the under mentioned documents:	

Documents to be presented by the beneficiary

- Signed Commercial Invoice in copies indicating FOB value, freight charge and insurance premium (if any) separately.
- Full set of clean on board Ocean Bills of Lading Multimodal Transport Document, plus 3 non-negotiable copies made out to the order of TMB BANK PUBLIC COMPANY LIMITED, Bangkok marked Freight Prepaid Freight Collect, and notify applicant with full address quoting L/C number.
- Clean Air Waybills issued and duly signed by the carrier or its agent evidencing dispatch of goods to TMB BANK PUBLIC COMPANY LIMITED, Bangkok, bearing flight number, date of dispatch, marked Freight Prepaid Freight Collect, and notify applicant with full address quoting L/C number.
- Air/Sea Parcel Post Receipt in the name of TMB BANK PUBLIC COMPANY LIMITED, for account of applicant.
- 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 A B C (Air) Institute War Clauses(Cargo)
 - Institute Strike, Riot and Civil Commotions Clauses Other (Please specify)
- Packing List in copies
- Beneficiary's Certificate certifying that one set of non-negotiable shipping documents has been sent directly to the Applicant by courier / airmail within 3days after shipment date.
- Other documents (specify)

Goods (brief description without excessive detail) As per attached

Place of Receipt	Partial shipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	Transshipment <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	
Port of Loading			not later than
Port of Discharge			
Place of Delivery			

Additional conditions:

- The documentary credit to be available with ADVISING BANK ANY BANK by negotiation against presentation of the documents.
- Documents to be presented within days after the date of shipment but within the validity of the credit.
- All bank charges including reimbursement commission and other expenses incurred outside Thailand are for account of beneficiary applicant
- Confirmation of this credit is requested and confirmation commission is for account of beneficiary applicant
- Confirmation to this credit may be added if it is so required by the Beneficiary at their own expense.
- T.T. reimbursement allowed not allowed
- Transferable
- 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.

.....
Authorized Signature and Company's Stamp

Signature Verified by

GENERAL TERMS 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 cause which is beyond the Bank's control, including without limited to, errors or delays in transmissions or any sanction, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America or any government control 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

Bangkok
Date

**TO : TMB BANK PUBLIC COMPANY LIMITED
BANGKOK**

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 TMB 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 TMB 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.....
Dates Issued	
Officer's Initial	