

APPLICATION FOR ISSUANCE OF IRREVOCABLE DOCUMENTARY CREDIT

To: HONG LEONG BANK BERHAD

Date: _____

Please follow as marked with an "X"

Bank Ref (to be filled in by the Bank): _____

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

DC No: _____

Applicant (Name & Address):		DC to be issued by: <input type="checkbox"/> Full Teletransmission <input type="checkbox"/> Collection at Counter <input type="checkbox"/> Air Mail <input type="checkbox"/> Courier										
		DC Expiry Date:	Expiry Place: <input type="checkbox"/> Beneficiary's country <input type="checkbox"/> Issuing Bank's counter									
Contact Person (Name, Tel. & Email):		Advising Bank (if applicable):										
Beneficiary (Name & Address):		DC amount and currency (in words and figures):										
		Variance of +/- % in DC amount and quantity is allowed.										
Port of Loading / Airport of Departure:		DC available with: <input type="checkbox"/> Issuing Bank <input type="checkbox"/> Any Bank <input type="checkbox"/> _____										
Port of Discharge / Airport of Destination:		By: <input type="checkbox"/> Negotiation <input type="checkbox"/> Acceptance <input type="checkbox"/> Sight Payment <input type="checkbox"/> Deferred Payment										
Place of Taking in Charge / Dispatch from / Place of Receipt:		At: <input type="checkbox"/> Sight <input type="checkbox"/> ___ days after <input type="checkbox"/> sight <input type="checkbox"/> date of shipment										
Place of Final Destination / For Transportation To / Place of Delivery:		Drafts drawn on: (not applicable to sight or deferred payment DC) <input checked="" type="checkbox"/> Issuing Bank or a bank nominated by the Issuing Bank.										
Partial Shipment/Deliveries: <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed		Transshipment: <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed										
Latest shipment date:		Trade Terms: <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> Local Delivery <input type="checkbox"/> Others (please specify): _____										
Goods (brief description):		Insurance (FOB/FCA/CFR/CPT): <input type="checkbox"/> To be covered by Applicant <input type="checkbox"/> To be covered by ultimate buyer <input type="checkbox"/> As per Open Policy no. _____ attached										
Documents to be presented within ____ days (21 days unless otherwise stated) after the date of shipment or the date of the transport document(s) but within the validity of this DC.		Documents Required: <input type="checkbox"/> Signed commercial invoice(s) in _____ copy(ies)*. <input type="checkbox"/> Full set of clean "Shipped On Board" marine Bills of Lading <input type="checkbox"/> Full set of Multimodal or Combined Transport Documents made out to the order of Hong Leong Bank Berhad / to order of shipper and blank endorsed marked "freight <input type="checkbox"/> collect / <input type="checkbox"/> prepaid" and this DC number notifying Applicant with full address and indicating the full name and address as well as telephone number of the local shipping agent at destination. <input type="checkbox"/> Original Airway bill consigned to Hong Leong Bank Berhad marked "freight <input type="checkbox"/> collect/ <input type="checkbox"/> prepaid" and this DC number notifying Applicant with full address. <input type="checkbox"/> (A) 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 that the goods are being held in trust for Hong Leong Bank Berhad and showing 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). <input type="checkbox"/> (B) Signed Beneficiary Certificate addressed to Hong Leong Bank Berhad indicating this DC number, date of delivery and invoice number and certifying the following: "We, (Beneficiary's name) certify in our capacity as agent for Hong Leong Bank Berhad that we have delivered the goods as detailed in the attached invoice(s) to the Documentary Credit Applicant (Applicant's name)." This certificate will be retained by the Issuing Bank after payment. <input type="checkbox"/> 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 (<input type="checkbox"/> A / <input type="checkbox"/> B / <input type="checkbox"/> C / <input type="checkbox"/> Air) <input type="checkbox"/> Institute War clauses <input type="checkbox"/> Institute Strikes clauses <input type="checkbox"/> Institute Theft Pilferage and Non-Delivery clauses <input type="checkbox"/> and others: _____ <input type="checkbox"/> Packing List in _____ copy(ies)* <input type="checkbox"/> Certificate of Weight in _____ copy(ies)* <input type="checkbox"/> Inspection Certificate in _____ copy(ies)* <input type="checkbox"/> Certificate of Origin in _____ copy(ies)* <input type="checkbox"/> Certificate of Analysis in _____ copy(ies)* <input type="checkbox"/> Others (please specify): _____ <input type="checkbox"/> Additional documents and other conditions required are to be continued on the attached sheet(s) which shall form an integral part of this application. * If more than one copies are required, at least one of which must be an original.										
Confirmation Instruction: <input type="checkbox"/> required (charges are for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> DC Applicant) <input type="checkbox"/> not required												
<input type="checkbox"/> Back-to-Back DC: This is a Back-to-Back DC against the support of a Master DC No. _____ (the "Master DC"). issued by _____ for _____, the original of which is <input type="checkbox"/> attached <input type="checkbox"/> being held by you. <input type="checkbox"/> Please debit DC issuing commission, margin deposit and other charges from our account No. _____.												
Special Instructions: <input type="checkbox"/> This DC is transferable. <input type="checkbox"/> T/T reimbursement is allowed. <input checked="" type="checkbox"/> All documents must be in English.		We confirm that we have received and read the Terms and Conditions for Application for Issuance of Irrevocable Documentary Credit overleaf and agree to be bound by them. Any separate sheets attached hereto shall form an integral part of this application.										
Charge Type		To be paid by										
		Applicant	Beneficiary									
All charges outside Hong Kong		<input type="checkbox"/>	<input type="checkbox"/>									
Charges of other banks		<input type="checkbox"/>	<input type="checkbox"/>									
Commission on acceptance or deferred payment		<input type="checkbox"/>	<input type="checkbox"/>									
HKD Bill Comm./Comm. in lieu of exchange		<input type="checkbox"/>	<input type="checkbox"/>									
Discount Interest		<input type="checkbox"/>	<input type="checkbox"/>									
Others:		<input type="checkbox"/>	<input type="checkbox"/>									
		Authorized Signature(s) with Company Chop										
		<input type="checkbox"/> Please fix exchange rate. <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th colspan="3" style="text-align: left;">For Bank Use only</th> </tr> <tr> <td style="width:33%;">Made by</td> <td style="width:33%;">Approved by</td> <td style="width:33%;">V. Sig.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		For Bank Use only			Made by	Approved by	V. Sig.			
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TERMS AND CONDITIONS FOR APPLICATION FOR ISSUANCE OF IRREVOCABLE DOCUMENTARY CREDIT

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 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 Hong Leong Bank Berhad (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 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. In the case of a Back-to-Back DC, 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 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.
7. 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.
8. Any cash margin paid to the Bank pursuant to or in connection with this application ("**Cash Margin**") will be transferred to and held in the Bank's name and control. 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 at its discretion for the purpose of the set-off, application and/or transfer.
9. 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).
10. 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 5 banking 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.
11. 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.
12. 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.
13. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the DC.
14. The Bank shall not be responsible for any delay, mistake or omission that may happen in the transmission of instructions by mail or teletransmission, or for the loss or delay in the forwarding of the documents, or for the validity, regularity or genuineness of the documents if apparently in order or for the description, quality, quantity or value of the property represented by such documents.
15. 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.
16. 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 Applicant authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. 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.
17. 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 in connection with this application and the DC, unless caused by the Bank's wilful misconduct or gross negligence.
18. The Applicant acknowledges 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.
19. This application is governed by and construed in accordance with the laws of Hong Kong and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.