APPLICATION FOR ISSUING A DOCUMENTARY CREDIT

Date of issue this L/C _____

To: Bank for Agriculture and Agricultural Cooperatives

Applicant name and address: _____	
Tel No. _____	Fax No. _____
Advising Bank:	L/C No.

We hereby request you to ISSUE an IRREVOCABLE LETTER OF CREDIT on our behalf and for our account BY_____ SWIFT/TELEX in full details specified below.

❍ Please request Advising Bank to ADD THEIR CONFIRMATION to this letter of credit and charges are for ❍ OUR ACCOUNT ❍ BENEFICIARY'S ACCOUNT.

Beneficiary's name and address:	Expiry date _____ in the country of the beneficiary.	
_____	Amount in figures PLEASE SELECT	
	Amount in words _____	
Shipment from _____ Shipment to _____ Latest date of shipment _____	Partial shipments: ❍ Allowed ❍ Not Allowed	Transshipment: ❍ Allowed ❍ Not Allowed

Available by beneficiary's drafts in duplicate drawn at ❍ Sight ❍ Term _____

on Bank for Agriculture and Agricultural Cooperatives or your correspondence bank for full or _____ % of invoice value.

Accompanied by the following documents as marked

❍ Manually signed COMMERCIAL INVOICE in _____ copies, price PLEASE SELECT

Indicate FOB value, freight charges and insurance premium (if any) separately.

❍ Full set of clean 'On Board' Ocean BILL OF LADING made out or endorsed to the order of Bank for Agriculture and Agricultural Cooperatives, Bangkok, marked freight

❍ PREPAID ❍ COLLECT and notify Applicant with full address, plus _____ non-negotiable copies

❍ AIRWAY BILLS consigned to Bank for Agriculture and Agricultural Cooperatives, Bangkok, marked freight ❍ PREPAID ❍ COLLECT and notify Applicant

❍ INSURANCE POLICY or CERTIFICATE in duplicate for 110% of invoice value, stating claims payable in Thailand for currency of the draft (s) covering Institute Cargo Clauses as marked ❍ (A) ❍ (B) ❍ (C) or ❍ (AIR) ❍ (W.A.) ❍ (F.P.A.) and ❍ Institute War Clauses (Cargo), Institute Strikes Clauses (Cargo) ❍ Theft Pilferage and/or Non-Delivery Clauses

❍ PACKING LIST in _____ copies

❍ Other documents required _____

Covering the following goods (description & quantity) _____

Special instructions:

❍ This is a TRANSFERABLE LETTER OF CREDIT.

❍ ALL BANK CHARGES outside Thailand including reimbursing charges and acceptance commission (if any) are for account of ❍ APPLICANT ❍ BENEFICIARY and if the beneficiary refused to pay this charges you are authorized to debit our A/C with you accordingly.

❍ Documents must be presented within _____ days after shipment but within expiry date.

❍ _____

In addition to the instruction mentioned above, we, in case the terms of payment under letter of credit is to be payable at a future date, agree and authorize you to confirm the due date to the negotiating bank or all parties concerned without any consent from us.

In consideration of your issuing of the above mentioned letter of credit, we hereby guarantee to pay all such drafts on presentation for sight drafts and to pay same at maturity for time drafts, together with other charges and interest at the rate permitted by The Bank of Thailand, which is currently _____ p.a. provided that such rate shall be subject to change by Bank for Agriculture and Agricultural Cooperatives, from time to time.

The transmission of instructions under and in relation to this credit is entirely at my/our own risk. This application is subject to additional clauses overleaf.

Unless otherwise expressly stated, this letter of credit is subject to 'Uniform Customs and Practice for Documentary Credits' (2007 Revision) International Chamber of Commerce (Publication No. 600).

We further agree to pay to you the issuing commission and other expenses incurred whether the letter of credit being utilized or not, and the amount of draft (s) negotiated under this letter of credit and any interest and charges under advice to us.

Yours faithfully,

Authorized Signature

FOR BANK USE ONLY	
L/C APPROVED BY	SIGNATURE VERIFIED BY
DATE	

ธ.ก.ส. สำนักงานใหญ่ เลขที่ 2346 ถ.พหลโยธิน แขวงเสนานิคม เขตจตุจักร กรุงเทพฯ 10900 โทร. 0 2558 6555 ต่อ 6039 - 40 S.W.I.F.T. BAABTHBK

BAAC HEAD OFFICE 2346 PHAHOLYOTHIN RD., SENANIKHOM, JATUJAK, BANGKOK 10900 TEL.+66 2558 6555 EXT. 6039 - 40 S.W.I.F.T. BAABTHBK

ADDITIONAL CLAUSES REFERRED TO:

(1) Throughout the following clauses the term "the bank" shall be deemed to include Bank for Agriculture and Agricultural Cooperatives, and all its branches, departments and any individual partnership or corporation acting as nominee or agent for Bank for Agriculture and Agricultural Cooperatives. The term "applicant" shall include the individual or individuals' association, partnership or corporation named herein as application for the letter of credit as per particulars overleaf and(a) any successor individual or individuals' association or partnership or corporation thereto (b) in case of partnership, a new partnership which shall have been created by reason of the admission of any new partner or partners, therein or the dissolution of the existing partnership by death, resignation or otherwise and(c) in case of a corporation, any other corporation into or with which said applicant shall have been merges, consolidated, reorganised or absorbed.

(2) The applicant agrees to pay to the bank on demand a commission at such rate as the bank determine to be proper and any and all expenses, obligations, charges and liabilities paid or incurred by the bank in connection with the credit and the within agreement, together with interest where chargeable.

(3) Except as written instructions expressly to the contrary have been received by the bank from the applicant in the application overleaf or prior to the opening of the Credit and Incorporated in the credit, the applicant agrees (a) that the bank and any of the bank's correspondents may receive and accept as a "bill of lading" under the Credit any document issued or purporting to be issued by or on behalf of any carrier which acknowledges receipt of property for transportation, whatever the specific provision of such document; (b) that in case of part shipments being allowed under the Credit the bank may honor the relative drafts without inquiry, regardless of any apparent disproportion between the quantity shipped and the amount of the relative draft, and the total amount of the credit and the total quantity to be shipped under the Credit; (c) that the bank may accept or pay as complying with the terms of the Credit, any drafts or other documents otherwise in order which may be signed or issued by the administrator, executor, trustee in bankruptcy, debtor in possession, assignee for benefit of creditors, liquidator, receiver or other legal representative of the party who is authorized under the Credit to draw or issue any drafts or other documents; (d) that without limiting any other provisions of this agreement, the bank and any of the bank's correspondents may accept documents of any character which comply with the provisions, definitions, interpretations and practices, contained in "The Uniform Customs and Practice for Commercial Documentary Credits of the International Chamber of Commerce" as amended from time to time or with comply with the laws or regulations in force in and customs and usages of the place of negotiation; (e) that in the event of any extension of the maturity or time for negotiation or presentation of drafts, acceptances of documents or any other modification of the terms or provisions of the Credit at the request or with the consent of any of the applicants with or without notification to the others or in the event of any increase in the amount of the credit at the request of the applicant this agreement shall be binding upon the applicant with regard to (i) the Credit so increased or otherwise modified (ii) drafts, documents and property covered thereby, and (iii) any action taken by the bank or any of the bank's correspondents in accordance with such extension, increase or other modification; (f) that the bank and/or any of the bank's correspondents may accept or pay any draft dated on or before the expiration of any time limit expressed in the Credit, regardless of when drawn and when or whether negotiated, provided the other required documents are dated prior to the expiration date of the Credit.

(4) That neither the bank nor any of the bank's correspondents shall be responsible for, and the applicant's obligation to reimburse the bank shall not be effected by, (a) the existence, character, quality, quantity, condition, packing, value or delivery of the property purporting to be represented by the documents; (b) any difference in character, quality, quantity, condition or value of the property from that expressed in the documents; (c) the validity, sufficiency or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any all respects invalid, insufficient, fraudulent or forged: (d) the time, place, manner or order in which shipment is made: (e) the charter, adequacy, validity or genuineness of any insurance or any other risk connected with insurance; (f) any deviation from instructions, delay, default or fraud by the shipper and/or anyone else in connection with the property or the shipping thereof; (g) the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property; (h) delay in arrival or failure to arrive of either the property or any of the documents relating thereto; (i) delay in giving or failure to give, notice of arrival or any other notice; (j) any breach of contract between the shipper or vendor and the consignee or buyer or the applicant or any of them; (k) failure of any draft to bear reference or adequate reference to the Credit or failure of documents to accompany any draft of negotiation or failure of any person to note the amount of any draft on the reverse side of the Credit or to surrender or take up the Credit or to send forward documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by the bank: (l) errors, omissions interruptions or delays in transmission or delivery of any message by mail, cable, telegram, telex, S.W.I.F.T., wireless or otherwise, whether or not they be in cipher; (m) or errors in translation or errors in interpretation of technical terms. The bank shall not be responsible for any act, error, neglect or default, omission, insolvency or failure in business of any correspondent or for any consequences arising from causes beyond the bank's control. In furtherance and extension of the specific provisions hereinbefore set forth the applicant agrees that any action taken or omitted by the bank or the bank's correspondent under or in connection with the Credit or the relative drafts documents or property if done in good faith, shall be binding on the applicant and shall not put the bank or the bank's correspondent under any resulting liability to the applicant. The bank and the bank's correspondent shall not be liable for any failure by the bank or anyone else to pay or accept any draft or acceptance under this Credit or for any loss or damage resulting from any censorship, law, control or restriction rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency thereof, declared or undeclared war, or from any other cause beyond the bank's or the bank's correspondent's, agent's or sub-agent's control, and the applicant agrees to indemnity and hold the bank harmless from any claim, loss, liability or expenses arising by reason thereof.

(5) The applicant agrees to procure promptly any necessary import, export or other license for the importing, exporting or shipping of any and all property shipped under, pursuant to or in connection with the Credit and to comply with all foreign and domestic laws and governmental regulations in regard to the shipment of the property or the financing thereof and to furnish such certificates in that respect as the bank may at any time require; to keep the property adequately covered by insurance satisfactory to the bank and to assign the policies or certificates to insurance to the bank or to make the loss or adjustment; if any, payable to the bank; and to reimburse the bank upon demand in the event that the bank or the bank's correspondent pay for or incur any liability in connection with any of the foregoing matters.

(6) The applicant hereby recognizes and admits the bank's unqualified right to the possession and disposition of all property shipped under or pursuant to or in connection with the credit or in any way relative thereto or to the drafts drawn thereunder, and in and to all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under the credit and in and to the proceeds of each and all of the foregoing, all to be held by the bank subject to all the terms of this agreement as collateral security for the prompt and unconditional payment of any and every obligation and liability of the applicant to the bank and the bank's claims of every nature and description against the applicant whether or not represented by negotiable instruments or other writings, whether now existing or hereafter incurred, originally contracted with the bank and/or with another or others and now or hereafter owing to or acquired in any manner by the bank, whether contracted by the applicant alone or jointly or severally with another or others, direct or indirect, absolute or contingent, secured or not secured, matured or not matured (all of the foregoing are hereinafter called "obligations.")

(7) In the event that any property and or documents held by the bank or for the bank's account is released by the bank to or upon the order of the applicant in trust, the applicant will sign and deliver to the bank trust receipts and/or statements of trust receipt financing and will pay all required filling fees, and upon the applicant's failure to do so the bank are authorized as the agent of the applicant to sign any such receipts and/or statements. Upon any transfer delivery, surrender or endorsement to the applicant, or upon the applicant's request, of any bill of lading, warehouse receipt of other documents at anytime held by the bank or held for the bank's account by any of the bank's correspondents relative to any drafts drawn hereunder, the applicant will indemnity and hold the bank harmless from and against claims, demands or actions which may arise against the bank or any such correspondent by reason thereof.

I/We hereby agree to be jointly & severally liable with the applicant for the fulfillment of the promises and agreements as per this application, including extensions, renewals, and modifications and in the event of default, promise to make good and pay on demand any loss or damage suffered by Bank for Agriculture and Agricultural Cooperatives, Bangkok, waiving hereby expressly any defense that may be interposed to any claim or action thereon or hereon, especially also as to the order in which Bank for Agriculture and Agricultural Cooperatives, Bangkok, shall choose to reimburse itself.

Guarantor _____ Witness _____

( ) ( )

Witness _____

( )

Attachment 1

Beneficiary's name _____

Amount PLEASE SELECT

Date _____

_____

Authorized Signature

FOR BANK USE ONLY
SIGNATURE VERIFIED BY

Attachment 2

Beneficiary's name _____

Amount PLEASE SELECT

Date _____

_____

Authorized Signature

FOR BANK USE ONLY
SIGNATURE VERIFIED BY