

THE SENIOR MANAGER,
UCO BANK, HONG KONG

DATE:

APPLICATION FORM FOR IRREVOCABLE LETTER OF CREDIT

PLEASE ESTABLISH IRREVOCABLE LETTER OF CREDIT THE DETAILS FOR THE SAME ARE GIVEN HEREUNDER:		FOR OFFICE USE ONLY	
<input type="checkbox"/> PLEASE ADVISE BY BRIEF CABLE AND FOLLOWED BY AIRMAIL <input type="checkbox"/> PLEASE ESTABLISH BY AIRMAIL/COURIER <input type="checkbox"/> PLEASE ESTABLISH BY FULL TELEX		L/C NUMBER DATE: DATE & PLACE OF EXPIRY:	
NAME & ADDRESS OF THE APPLICANT		AMOUNT IN WORDS & FIGURES:	
		<u>TERMS OF SHIPMENT BY SEA/AIR</u> <input type="checkbox"/> CIF <input type="checkbox"/> CFR <input type="checkbox"/> FOB <input type="checkbox"/> OTHER (SPECIFY)	
NAME & ADDRESS OF THE ADVISING BANK:		NAME & ADDRESS OF THE BENEFICIARY:	
PARTIAL SHIPMENT ALLOWED/ NOT ALLOWED TRANSHIPMENT ALLOWED/ NOT ALLOWED BILL OF LADING MUST BE DATED NOT LATER THAN BILL OF LADING MUST BE NEGOTIATED NOT LATER THAN		DRAFT TO BE DRAWN AT SIGHT / _____ DAYS SIGHT ON UCO BANK HONG KONG FOR FULL VALUE OF THE INVOICE	
COVERING SHIPMENT FROM TO		<u>PERIOD OF PRESENTATION OF DOCUMENTS</u> DOCUMENTS TO BE PRESENTED WITHIN _____ DAYS AFTER THE DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF THIS CREDIT.	
INSURANCE TO BE COVERED BY : <input type="checkbox"/> ULTIMATE BUYER <input type="checkbox"/> APPLICANT (PLEASE ATTACH A COPY OF THE POLICY) <input type="checkbox"/> ALREADY ARRANGED BY US VIDE MASTER POLICY NO. _____ DATE _____ <input type="checkbox"/> DOCUMENT MUST INCLUDE MARINE AND WAR RISK INSURANCE POLICIES OR CERTIFICATES IN DUPLICATE (Broker's certificate not acceptable) IN THE CURRENCY OF THE CREDIT IN NEGOTIABLE FORM COVERING THE FULL INVOICE AMOUNT PLUS A MARGIN OF NOT LESS THAN 10% W.A.INCLUDING CUSTOMARY INSTITUTE WAREHOUSE TO WAREHOUSE CLAUSE, WAR RISK IS TO BE COVERED IN CONFIRMITY WITH CURRENT INSTITUTE WAR CLAUSE, INSTITUTE STRIKE CLAUSE/ALL OTHER RISKS WITH CLAIMS TO BE PAYABLE AT THE PORT OF DESTINATION.		COVERING SHIPMENT OF (Description of goods to be described in invoice as): <input type="checkbox"/> FIVE/TEN/ _____ PERCENT MORE OR LESS IN L/C AMOUNT AND QUANTITY ALLOWED.	
DOCUMENTS REQUIRED: <input type="checkbox"/> SIGNED DETAILED INVOICES IN <input type="checkbox"/> PACKING LIST IN <input type="checkbox"/> CERTIFICATE OF ORIGIN CERTIFYING THAT THE GOODS ARE OF _____ ORIGIN ISSUED BY <input type="checkbox"/> CERTIFICATE OF QUANTITY AND QUALITY ISSUED BY <input type="checkbox"/> FULL SET OF 3/3 CLEAN ON BOARD OCEAN BILL OF LADING MADE TO THE ORDER OF UCO BANK HONG KONG/ TO ORDER AND MARKED FREIGHT PREPAID/ TO COLLECT AND NOTIFY PARTY SHIPMENT TO BE EFFECTED BY CONFERENCE LINE ONLY. B/L ISSUED BY FREIGHT FORWARDER'S NOT ACCEPTABLE. <input type="checkbox"/> CARGO RECEIPT ISSUED AND SIGNED BY THE AUTHORISED SIGNATORY OF THE APPLICANT (WHOSE SIGNATURES MUST BE IN CONFIRMITYTY WITH THE SPECIMEN HELD WITH UCO BANK HONG KONG SHOWING THIS CREDIT NUMBER,DESCRIPTION OF GOODS,QUANTITY AND VALUE OF GOODS AND CERTIFICATE THAT THE GOODS HAVE BEEN RECEIVED IN GOOD ORDER AND CONDITION AND INSURED AGAINST ALL RISKS <input type="checkbox"/> CLEAN AIRWAY BILL/TRUCK RECEIPT IN DUPLICATE CONSIGNED TO UCO BANK HONG KONG/ TO ORDER MARKED FREIGHT PREPAID/ TO COLLECT AND SHOWING FLIGHT/TR No. & L/C NUMBER. HOUSE AIRWAY BILL IS NOT ACCEPTABLE			
<input type="checkbox"/> ALL BANKING CHARGES OUTSIDE HONG KONG ARE ON ACCOUNT OF BENEFICIARY <input type="checkbox"/> L/C OPENING CHARGES ARE TO BE BORNE BY THE APPLICANT/BENEFICIARY. <input type="checkbox"/> DOCUMENTS TO BE SENT TO THE CREDIT ISSUING BANK IN ONE LOT BY REGISTERED AIRMAIL/SPEEDPOST/COURIER SERVICES. <input type="checkbox"/> ONE SET OF NON NEGOTIABLE DOCUMENTS TO BE SENT TO THE APPLICANT AND COURIER RECEIPT EVIDENCING THE SAME TO BE ENCLOSED. <input type="checkbox"/> CERTIFICATE OF INSPECTION ISSUED BY			
<u>ADDITIONAL CONDITIONS/OTHER DOCUMENTS REQUIRED:</u> <p style="text-align: center;">AS PER SEPARATE SHEET ATTACHED</p>			
<input type="checkbox"/> L/C TO BE TRANSFERABLE BY THE ADVISING BANK. <input type="checkbox"/> ADVISING BANK MAY BE REQUIRED TO ADD THEIR CONFIRMATION TO THIS LETTER OF CREDIT.CONFIRMATION CHARGES ARE ON ACCOUNT OF APPLICANT/ BENEFICIARY.			
PLEASE DEBIT OPENING CHARGES, ADVISING CHARGES AND ALL OTHER CHARGES TO OUR ACCOUNT NUMBER.			
PLEASE STATE THE NAME OF THE FINAL BUYER AND THEIR BANKER .			
<u>FINAL SETTLEMENT INSTRUCTIONS:</u>			
A) ON RECEIPT OF DOCUMENTS, PLEASE DEBIT OUR ACCOUNT NUMBER		WITH YOU,	
B) WE SHALL AVAIL THE T/R LOAN FOR _____ DAYS			
C) SHALL SUBMIT THE EXPORT BILL DRAWN UNDER L/C/ DP SIGHT /DA _____ DAYS ON THE ABOVE PARTY.			
THIS CREDIT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GENERAL AGREEMENT PREVIOUSLY EXECUTED BY THE APPLICANT, UNLESS OTHERWISE EXPRESSELY STATED, THIS CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1993) REVISION INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, PUBLICATION NO.500 OR ITS SUBSEQUENT REVISIONS.			

In consideration of your opening or establishing from time to time at our request such Commercial Credits as you may think fit we hereby agree that the following agreements and conditions will apply to all such Credits:-

- (1) We shall accept and/or pay at maturity all drafts purporting to be drawn in accordance with the terms of any such Credit. You are authorized to accept and/or pay for our account all drafts purporting to be drawn upon you or any of your offices, correspondents or agents under any such Credit and to debit our account with all sums paid under or in connection with any such Credit including your commission and charges and we undertake to place you in funds not later than the date of maturity of such drafts to meet such disbursements.
- (2) We undertake fully to insure all goods in respect of which such Credit is opened or established against all risks and to assign the Insurance policies to you and until payment by us of all amounts due to you in respect of credits opened and of all our other indebtedness or liability to you on any account, all insurance moneys payable will be held as available to you and if received by us will be paid to you forthwith and until so paid will be held by us on your behalf.
- (3) All documents received by you or your correspondents or agents under any such credit and the goods represented thereby shall be held by you as security for the due payment by us of all moneys due to you by us in respect of credits opened and of the moneys hereinbefore mentioned and of all our indebtedness or liability to you from time to time on any account. We agree to assign to you our rights as unpaid sellers and to transfer the goods into your control and that until payment by us of such moneys due to you, the proceeds of the sale of the goods are to be held as available to you and if received by us will be paid to you forthwith and until so paid will be held by us on your behalf.
- (4) On arrival of such aforesaid goods you will be at liberty to have them warehoused in your name and insured against fire but without obligation on you to so warehouse and insure and you will be in no way responsible for any loss or damage entailed through your omission so to warehouse and insure. Without prejudice to any other rights or remedies to which you may be entitled we agree that, if we fail to repay on demand all moneys due by us to you from time to time as aforesaid, you may without notice or further consent of any persons interested, sell the goods in such manner and at such times as you may think fit and apply the net proceeds of any such sale in or towards the discharge of such moneys and we undertake to pay you on demand the amount of any deficiency remaining after such sale together with all usual commission charges and expenses and interest at your current rate.
- (5) Neither you nor your correspondents or agents will in any way be responsible for (a) the correctness, validity or genuineness of the documents or delay, loss, ambiguity, interpretation or errors in the transmission of messages or letters with regard to or purporting to refer to the said Credits or the said goods or other securities above referred to or (b) the description, quality, quantity or delivery of the goods which the documents may purport to represent. In relation to the tender of documents under any such Credits it shall be a sufficient and proper compliance with the terms thereof if the documents purport to be in order and taken as a whole contain the description of the goods as given in the Credit. For the purposes of any such Credit the date of the Bill of Lading shall be deemed to be conclusive of the date of shipment and the absence in the Bill of Lading of any positive evidence of transshipment shall be conclusive that transshipment has not taken place.
- (6) You may restrict negotiations under any such Credit to your own offices or to those of the correspondents or agents of your choice.
- (7) If any act in relation to any such credit is done by or through a bank which has adopted the Uniform Customs and Practice for Commercial Documentary Credits, you will for yourselves, your agents and correspondents be entitled to construe this agreement as if it had originally been made subject to the terms of the said Uniform Customs and Practice.
- (8) We shall indemnify you and free and relieve you of, from and against all loss, expense and damage of whatever nature arising which you may suffer, incur or sustain in connection with or arising out of your opening or establishing any such Credit whether the loss expense or damage is a direct or indirect result of such opening or establishing. Without prejudice to the foregoing provisions, we confirm that no claim may be properly made against you after the retirement of any draft.
- (9) We agree that the rights and powers conferred by this agreement are in addition and without prejudice to any other securities which you may now or hereafter hold for our account and this agreement shall continue in force and be applicable to all transactions notwithstanding any change in the individuals composing our firm or otherwise.
- (10) The agreements and conditions herein shall be subject to such further or other terms and conditions that may be agreed upon in respect of any individual credit opened or established by you at our request.
- (11) This agreement and all contracts arising out of it or to which it pertains are to be construed according to the Law of Hong Kong.
- (12) You shall have an absolute discretion to determine from time to time any such Credit other than an Irrevocable Credit.

Yours faithfully,

HONG KONG

DATE

Authorised Signature