

To: Bank of Ayudhya Public Company Limited  
 Dear Sirs,

Date: \_\_\_\_\_

We hereby request you to issue an IRREVOCABLE DOCUMENTARY CREDIT on our behalf and for our account by SWIFT in full operative instruments in accordance with the instructions specified below.

<b>Applicant (Full name and address)</b>	<b>For Bank Use Only: Credit No.</b>
_____	<b>Amount in Figures and Words:</b>
_____	Currency and Amount in Figures: _____
_____	Amount in Words: _____
Contact Person: _____	Expiry date _____
Tel: _____ Fax: _____	<input type="checkbox"/> In the country of Beneficiary <input type="checkbox"/>
<b>Beneficiary (Full name and address)</b>	Term of Delivery (As per INCOTERMS® 2010) <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> CIP <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/>
_____	Partial Shipment: <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed
_____	Transshipment: <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed
_____	<b>Shipment:</b>
Tel: _____ Fax: _____	Place of Receipt (if any) _____
<b>Advising Bank</b>	Port of Loading/Airport of Departure _____
_____	Port of Discharge/Airport of Destination _____
_____	Place of Final Destination (if any) _____
_____	Latest Shipment Date: _____

 Credit is to be available by Beneficiary's draft(s) in duplicate at  Sight  \_\_\_\_\_ days after \_\_\_\_\_ drawn on the Issuing Bank and to be accompanied by the following documents (Marked with X) :

- Manually signed Commercial Invoice in \_\_\_\_\_ copy(ies) stating FOB or FCA value, freight charges, insurance premium (if any) separately, total CIF or CIP value and this credit number.
- Clean on Board Bill of Lading  Multimodal Transport Document in original 3/3 with 2 non-negotiable copies made out to the order of Bank of Ayudhya Public Company Limited, marked freight  prepaid  collect, notify Applicant and indicating this credit number.
- Air Waybill consigned to Bank of Ayudhya Public Company Limited, notify Applicant indicating this credit number and marked freight  prepaid  collect
- Truck Receipt  Railway Receipt  Courier Receipt  Post Receipt addressed to Bank of Ayudhya Public Company Limited for account of Applicant, indicating this credit number and marked freight  prepaid  collect
- Insurance Policy or Certificate in duplicate for 110% of full Commercial Invoice value, endorsed in blank with claims payable at destination in the same currency as the draft, covering:
- Institute Cargo Clauses  A  B  C  Institute Cargo Clauses (Air)
- Institute War Clauses (Cargo)  Institute Strike Clauses (Cargo), Riots and Civil Commotions
- Institute Theft, Pilferage and Non-Delivery Clauses  \_\_\_\_\_
- Packing List in \_\_\_\_\_ copy(ies).
- Certificate of Origin in \_\_\_\_\_ copy(ies).
- Certificate of Origin in \_\_\_\_\_ copy(ies).  Form A  Form D  Form E  \_\_\_\_\_
- Beneficiary's Certificate certifying that one set of non-negotiable shipping documents has been sent directly by \_\_\_\_\_ to Applicant within \_\_\_\_\_ days after shipment date.
- Other documents (if any)

**Goods (Brief description without excessive details):**

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Special Instruction:**

- This credit is transferable.
- Documents must be presented within \_\_\_\_\_ days after the date of shipment but within the validity of the credit.
- Request to:  Add confirm  May add confirm to this credit, confirmation commissions are for account of  Applicant  Beneficiary
- All bank charges including reimbursement commission and other expenses incurred outside Thailand are for account of  Applicant  Beneficiary, if refused by the Beneficiary, we remain ultimately liable for the payment thereof.
- Other instructions (if any):

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 or the latest version of the Uniform Customs and Practice for Documentary Credits in force at the issuance date of the credit.

We also hereby engage ourselves with you to fulfill all agreements and undertakings additionally stated on the reverse hereof and forming a part of this Application.

<b>For Bank Use Only</b>
Signature verified by

Yours faithfully,

 \_\_\_\_\_  
 ( \_\_\_\_\_ )  
 Authorized Signature(s) and Stamp

## Agreements and Undertakings

In consideration of your opening the irrevocable documentary credit (hereinafter called "Credit"), the terms of which appear on the reverse hereof, we hereby agree and undertake with you as follows:

1. We undertake to pay you upon demand marginal deposit, customary charges, costs, commissions and to reimburse you for all monies paid by you under or pursuant to the said Credit together with interest at the maximum default interest rate as specified in clause 13. hereof from the date of payment by the Bank to the date of payment by us.
2. We agree to accept upon presentation and pay at maturity all drafts drawn in accordance with this Credit at the then current rate of exchange, if not contracted earlier, or at any official rate prescribed by you from time to time.
3. We undertake to pay such drafts, even if such drafts and/or related documents should on their face appear to be incorrect or otherwise defective. In such a case, no responsibility shall rest with you.
4. We hereby authorize you to debit our account with your bank in settlement of any charges and payments incurred under this Credit.
5. We agree that when the term of this shipment specifies CFR or FOB or whatever other terms, insurance shall be effected by us on the shipment for at least 110% of the full commercial invoice value thereof and proceeds from such insurance are to be made payable to you.
6. We agree that all documents and goods covered by the draft(s) drawn hereunder or pursuant to the Credit shall remain under your custody and shall be pledged to you as security until payment at maturity of such draft(s) together with any interest, commission or other customary charges, and upon any default by us in any of the undertakings set forth in this Application, you are authorized to sell without notice to us either by public auction or private contract and to apply the net proceeds thereof towards payment of any sum which at the time is due from us or shall thereafter become payable by us. In the event that such goods suffer any decline in value we shall upon demand make good the deficiency in the manner to be stipulated by you.
7. We certify that the import of the relevant goods is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license is required.
8. We hold you free from responsibility in the event of any loss or damage to merchandise shipped or deficiency or defect of the same or in the documents provided such documents on their face appear to be in order.
9. We undertake that the transmission of instructions under the Credit and the forwarding of documents are entirely at our risk. And we further agree that you will not be held responsible for any delay, mistake or omission in the transmission of instructions by SWIFT or whatever other means or for any misinterpretation of the instructions by the recipient.
10. We undertake that the opening of this Credit is entirely at our own risk and we will honour all drafts presented even if the goods do not arrive or are refused permission to land through any acts of God, riots, civil commotions, insurrections, wars or any other causes beyond your control or by any strikes or lockouts or any restrictions imposed by the government.
11. We agree that in case of extension or renewal of this Credit or modification of any kind in its terms and contents, we agree to be bound for the full term of such extension or renewal or modification. However, we also agree that if the amendment is rejected by the Beneficiary or confirming bank, the application for amendment shall become null and void.
12. We agree that in case this Application is signed by two or more persons, all promises or agreements made hereunder shall be joint and several. We herewith bind ourselves to settle the draft(s) drawn under this Credit with your goodselves.
13. We further undertake to pay you delay payment interest at the maximum default interest rate, meaning the maximum interest rate chargeable to defaulting customers at the current maximum rate announced by your bank pursuant to the announcement of the Bank of Thailand regarding the instruction for commercial banks to perform with respect to interest and discount, which may be changed from time to time as announced by your bank.
14. The Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 or the latest version of the Uniform Customs and Practice for Documentary Credits in force at the issuance date of the Credit.
15. This Application shall be governed by and construed in accordance with the law of Thailand.

## Guarantee Agreement

I/We, \_\_\_\_\_ (the "guarantor") hereby agree to guarantee Bank of Ayudhya Public Company Limited (the "Bank") with the maximum guarantee amount of \_\_\_\_\_ for any indebtedness how and/ or hereafter exist to the Bank by \_\_\_\_\_ (the "Applicant") pursuant to this Application, including extensions, renewals and modifications thereof, and in the event of default, promise to make good and pay on demand any loss or damage suffered by Bank which cover indebtedness incurred for a period \_\_\_\_\_ provided that the further obligation/ indebtedness shall be for the purpose of \_\_\_\_\_ and/or for the objectives of the Applicant as permission from \_\_\_\_\_ authorized registered with any government. We hereby expressly waive any rights which it may have under section 293, 294, 687, 688, 689, 690, 697 or 701 of the Civil and Commercial Code and any defence that may be interposed to any claim or action thereon, especially as to the order in which Bank shall choose to reimburse itself.

Signed \_\_\_\_\_ Guarantor  
(\_\_\_\_\_)

Signed \_\_\_\_\_ Guarantor  
(\_\_\_\_\_)