

To: Bank of Ayudhya Public Company Limited  
Dear Sirs,

Date \_\_\_\_\_

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

<b>Applicant (Full name and address)</b>	<b>For Bank Use Only: DLC 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>	<b>Term of Delivery (As per INCOTERMS® LATEST VERSION)</b>
_____	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> _____ Not applicable
_____	Partial Shipment: <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed
_____	Transshipment: <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed
Tel: _____ Fax: _____	<b>Shipment:</b>
	Place of Receipt _____
	Place of Delivery _____
	<b>Latest Shipment Date</b>

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):

- Signed Invoice or Tax Invoice in \_\_\_\_\_ copy(ies) countersigned by Applicant's authorized signature(s) with company seal certifying that the goods have been received and showing this credit number.
- Delivery Order or Delivery Note in \_\_\_\_\_ copy(ies) countersigned by Applicant's authorized signature(s) with company seal certifying that the goods have been received and showing this credit number.
- Packing List in \_\_\_\_\_ copy(ies).
- Other documents (if any) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Special Instructions:**

- This credit amount includes 7 percent value added tax.
- Documents must be presented within \_\_\_\_\_ days after the date of delivery but within the validity of the credit.
- All bank charges and other expenses 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.

Yours faithfully,

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

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

## Agreements and Undertakings

In consideration of your opening the irrevocable domestic 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 rate of Claimed Contingent Liability as specified in clause 10. hereof from the date of payment by you to the date of payment by us.
2. 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.
3. We agree that all documents showing title of goods 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.
4. We agree that when the term of this shipment specifies FCA or CPT or whatever other terms, insurance shall be effected by us on the shipment for at least 110% of the full signed invoice or tax invoice value thereof and proceeds from such insurance are to be made payable to you.
5. 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.
6. 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.
7. We undertake the forwarding of documents presented under the Credit is entirely at our risk. We further agree that you will not be held responsible for (i) 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 .and (ii) any non-receipt by beneficiaries of funds or sums payable against the documents presented under the Credit as a result of any law, control, sanction or restriction exercised or imposed by any governmental authority for which you have no control of.
8. We hereby authorize you to debit our account with your bank in settlement of any charges and payments incurred under this Credit.
9. We agree to accept upon presentation and pay at maturity all drafts drawn in accordance with this Credit. We agree and accept that in case the Credit amount is in foreign currency and we instruct the Bank to make payment to the Beneficiary in Thai Baht, such payment will be made at the exchange rate quoted by the Bank on the date of payment or the exchange rate notified by us.
10. We further undertake to pay you the delay payment interest at the rate of Claimed Contingent Liability pursuant to your bank's announcement, which as of the date of this Application, the interest rate of Claimed Contingent Liability is MRR plus 4.50% per annum, whereby the interest rate of Claimed Contingent Liability may be changed from time to time as announced by your bank in accordance with the relevant notification of the Bank of Thailand.
11. In the event where we fail to perform or comply with our obligations hereunder and we have any outstanding debt hereunder in a foreign currency, we agree that you may convert the amount of debt into Thai Baht at any time as you deem appropriate. The exchange rate shall be as determined by you in the selling of such foreign currency which shall be the highest rate as at the date of conversion.
12. 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.
13. 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.
14. This Application shall be governed by and construed in accordance with the law of Thailand.
15. Where we have provided to you personal data of any other person: (a) we undertake to verify the accuracy and completeness of such person's personal data provided by us to you, and to notify you of any change to the personal data provided; (b) we warrant that we have obtained consent or can rely on other legal basis for the collection, use, disclosure and/or transfer of such personal data in compliance with applicable laws; (c) we warrant that we have informed such person of the your privacy notice; and (d) we warrant that you can lawfully collect, use, and further disclose and/or transfer such personal data for the purposes set out in your privacy notice (as may be amended from time to time), including the purposes set out in this Application.
16. 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 good selves.

In case you agree to execute and/or deliver the documents showing title of goods to us in order to release the goods under the Credit, whereby we have not yet paid to you, upon you delivering such documents to us we further agree and undertake with you as follows:

17. We certify that the ownership of such goods shall be solely belong to you and where you have granted its consent to us to possess the documents showing title of goods is merely an act in the interest of us with regards to the repayment under the Credit opened or amended by you according to the request of us.
18. We shall be responsible for the rental of warehouse/storage for goods, storage fees, cost of clearance, import duty or any costs and expenses incurred, and shall retain the same in the interest of you without demanding any remuneration from you. In this regard, we agree to be solely responsible for any damage, defect, loss, or depreciation of such goods, including the damage to other persons for whatever reason, in all respects. In addition, we agree that you or its authorized person may inspect the goods at any time in order to supervise, inspect and/or take possession of the goods. In this regard, we agree and undertake that we shall not incur any encumbrance on the documents showing title of the goods (whether or not such documents are issued in your name) and the goods thereunder during the period of time in which the debts under the Credit has not been paid to you in full. We agree to immediately notify you upon successful sale of such goods or the goods being seized or attached, or any other event that affects such goods.
19. We agree to take out casualty insurance and/or all risks insurance against the goods from a credible insurance company that is not subject to any persecution according to the regulations of the relevant regulatory agency under the law. The insurance policy shall cover the insured amount specified by you, which shall not be less than the amount under the Credit, and subject to the conditions stipulated by you, whereby you shall be named as the beneficiary. In this regard, we agree to be responsible for the total amount of the insurance premium and throughout the period of time in which the debts under the Credit has not been paid to you in full. We agree not to change the beneficiary from you to any other individual and/or juristic person under any circumstances throughout the duration during which we have not repaid the debts under the Credit to you in full.
20. Without prejudice to any other rights you may have, if (a) it is found that the document showing title of goods which it contains false information or is a forgery or invalid and/or (b) the goods are damaged, broken, lost, depreciated, whether in whole or in part, and for whatever reasons, including by force majeure, we agree that we are in default and you have the right to retrieve the goods into its possession and/or seize or attach the proceeds from the sale of the goods in full without notifying us in advance. In this regard, you may carry out the same immediately, even prior to the due date for payment of goods as set out in the bill of exchange or any documents in relation to the Credit.