



APPLICATION FOR ISSUING AN IRREVOCABLE DOCUMENTARY CREDIT

TO: KASIKORNBANK PUBLIC COMPANY LIMITED

DATE:

WE HEREBY REQUEST YOU TO ISSUE AN IRREVOCABLE DOCUMENTARY CREDIT ON OUR BEHALF WITH THE FOLLOWING CONDITIONS:

APPLICANT'S NAME AND FULL ADDRESS(:50:) _____ _____ _____ TEL: _____ FAX: _____ BENEFICIARY'S NAME AND FULL ADDRESS(:59:) _____ _____ _____ TEL: _____ FAX: _____ AMOUNT AND CURRENCY(:32B:) FIGURES AND WORDS : (+/-) _____% _____ _____	BANK USE ONLY		
	INTERNATIONAL TRADE SERVICE OFFICE: L/C NO (:20:)		
	ADVISING BANK: _____		
	THE CREDIT IS (:41D:)	<input type="checkbox"/> RESTRICTED	<input type="checkbox"/> UNRESTRICTED
	THIS CREDIT IS TRANSFERABLE (:41A:)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	CONFIRMATION (:49:)	<input type="checkbox"/> CONFIRM	<input type="checkbox"/> WITHOUT
	CONFIRMATION COMMISSION IS FOR A/C OF	<input type="checkbox"/> APPLICANT	<input type="checkbox"/> BENEFICIARY
	AVAILABLE BY BENEFICIARY'S DRAFT AT	<input type="checkbox"/> SIGHT	
	() TERM _____ EXPIRY DATE AND PLACE (:31D:): _____		
	SHIPMENT FROM : _____		
TO: _____			
LATEST SHIPMENT DATE (:44C:): _____			
TRANSSHIPMENT (:43T:)		<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED
PARTIAL SHIPMENTS (:43P:)		<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED
DOCUMENTS REQUIRED(:46A:) () SIGNED COMMERCIAL INVOICE IN _____ COPIES, PRICE: _____ OR IN CASE SHIP BY AIR/ OTHERS _____ () EXW () FOB () CFR () CIF () FCA () CPT () CIP () OTHER _____ PORT/ PLACE: _____ INDICATING FOB OR FCA VALUE, FREIGHT AND INSURANCE PREMIUM (IF ANY) () FULL SET OF CLEAN ON BOARD BILL OF LADING () MULTIMODAL TRANSPORT DOCUMENT MADE OUT OR ENDORSED TO THE ORDER OF KASIKORNBANK PCL., MARKED FREIGHT; () PREPAID () COLLECT NOTIFY APPLICANT, PLUS _____ NON-NEGOTIABLE COPIES. () AIR WAYBILL () POST RECEIPT () TRUCK RECEIPT () RAILWAY RECEIPT CONSIGNED TO KASIKORNBANK PCL, MARKED FREIGHT; () PREPAID () COLLECT NOTIFY APPLICANT AND INDICATING L/C NUMBER () INSURANCE POLICY OR CERTIFICATE IN DUPLICATE ENDORSED IN BLANK FOR 110% OF INVOICE VALUE, STATING CLAIMS PAYABLE IN THAILAND FOR CURRENCY OF THE DRAFT(S), COVERING () INSTITUTE CARGO CLAUSES () A () B () C () AIR () INSTITUTE STRIKE CLAUSES (CARGO) () INSTITUTE WAR CLAUSES (CARGO) () THEFT PILFERAGE AND/OR NON-DELIVERY CLAUSES () OTHER () PACKING LIST IN _____ COPIES. () CERTIFICATE OF ORIGIN IN _____ COPIES. OTHER DOCUMENTS: _____ _____ _____			
DESCRIPTION OF GOODS(:45A:) _____ _____ _____ _____			
CHARGES(:71B:) ALL BANK CHARGES INCLUDING REIMBURSING CHARGES AND OTHER EXPENSES INCURRED OUTSIDE THAILAND ARE FOR THE ACCOUNT OF: () APPLICANT () BENEFICIARY			
PRESENTATION PERIOD(:48B:) DOCUMENTS MUST BE PRESENTED WITHIN _____ DAYS AFTER SHIPMENT DATE BUT WITHIN VALIDITY OF THE CREDIT. ADDITIONAL CONDITIONS(:47A:): _____ _____ _____			

IN ADDITION TO THE INSTRUCTIONS 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 NOMINATED 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 DRAFT (S) ON PRESENTATION FOR SIGHT DRAFT (S) AND TO PAY SAME AT MATURITY FOR TIME DRAFT (S) TOGETHER WITH OTHER CHARGES AND INTEREST FROM THE OCCURRING DATE UNTIL THE DATE THE YOU HAVE RECEIVED PAYMENT IN FULL AT THE RATE PER ANNUM AS FOLLOWS: (1) AT THE INTEREST RATES AND DISCOUNT ON LOANS FOR TRADE FINANCE LOANS THAT THE YOU ANNOUNCES TO COLLECT FROM CUSTOMERS FROM TIME TO TIME AS SPECIFIED BY YOU AT THAT TIME PER YEAR, THE SAID INTEREST RATE WILL ANNOUNCE FROM TIME TO TIME AND WILL BE POSTED AT THE INTERNATIONAL TRADE CENTER, IN CASE OF FOREIGN CURRENCY. OR (2) AT HIGHEST RATE APPLYING FOR NORMAL COMMERCIAL LOANS FOR REVOLVING / ONETIME WHICH YOU WILL ANNOUNCE TO COLLECT FROM CUSTOMER FROM TIME TO TIME, IN CASE OF THAI CURRENCY. AT THE TIME OF EXECUTION OF THIS APPLICATION, SUCH INTEREST RATE IS MRR PLUS 6% (SIX PERCENT) PER ANNUM AND SHALL BE CALCULATED FROM THE DATE OF THE YOUR PAYMENT. ANY CHANGE IN INTEREST RATE SHALL BE ANNOUNCED BY THE YOU FROM TIME TO TIME AND

WE AGREE TO PAY INTEREST TO YOU IN ACCORDANCE WITH THE CHANGED RATE IMMEDIATELY WITHOUT REQUIREMENT OF ANY FURTHER EVIDENCE FROM YOU TO US.

IN THIS APPLICATION, "MRR" (MINIMUM RETAIL RATE) MEANS THE MINIMUM RATE OF INTEREST ON LOANS ANNOUNCED AND CHARGED BY THE BANK FROM ITS PRIME RETAIL CUSTOMERS, WHICH MAY BE CHANGED IN ACCORDANCE WITH FINANCIAL CONDITION OF THE BANK AS THE BANK WILL ANNOUNCE FROM TIME TO TIME. THEREFORE, WHENEVER THERE IS A CHANGE IN SUCH INTEREST RATE, THE APPLICANT AGREES TO PAY INTEREST TO THE BANK IN ACCORDANCE WITH THE CHANGED RATE IMMEDIATELY WITHOUT REQUIREMENT OF ANY FURTHER EVIDENCE FROM THE BANK TO THE APPLICANT. THE APPLICANT CAN CHECK THE AFORESAID INTEREST RATE AT EACH TIME AT WWW.KASIKORNBANK.COM

IN CASE OF INTEREST RATE IN THE FOREGOING PARAGRAPH IS LESS THAN 0.0 % (ZERO POINT ZERO PERCENT) PER ANNUM, THE APPLICANT AGREES TO PAY INTEREST TO THE BANK AT THE RATE OF INTEREST RATE EQUIVALENT TO 0.0 % (ZERO POINT ZERO PERCENT) PER ANNUM.

THE BANK SHALL CALCULATE THE INTEREST ON AN ACTUAL DAILY BASIC, 1 (ONE) YEAR SHALL HAVE THE NUMBER OF DAYS SPECIFIED BY THE BANK AS FOLLOWS;

- 1) IN CASE OF INDEBTEDNESS DENOMINATED IN BAHT, 1 (ONE) YEAR SHALL HAVE 365 (THREE HUNDRED SIXTY FIVE) DAYS REGARDLESS THAT YEAR HAS EITHER 365 (THREE HUNDRED SIXTY FIVE) OR 366 (THREE HUNDRED SIXTY SIX) DAYS; AND
- 2) IN CASE OF INDEBTEDNESS DENOMINATED IN FOREIGN CURRENCY, 1 (ONE) YEAR SHALL HAVE 360 (THREE HUNDRED SIXTY) OR 365 (THREE HUNDRED SIXTY FIVE) DAYS (DEPEND UPON EACH CURRENCY) REGARDLESS THAT YEAR HAS EITHER 365 (THREE HUNDRED SIXTY FIVE) OR 366 (THREE HUNDRED SIXTY SIX) DAYS (1) USD, CAD, CHF, AUD, EUR, CNY, DKK, NZD, SEK CURRENCIES, 1 (ONE) YEAR SHALL HAVE 360 (THREE HUNDRED SIXTY) DAYS (2) GBP, HKD, SGD, MYR CURRENCIES, 1 (ONE) YEAR SHALL HAVE 365 (THREE HUNDRED SIXTY FIVE) DAYS (3) OTHER FOREIGN CURRENCIES, 1 (ONE) YEAR SHALL HAVE THE NUMBER OF DAYS AS ANNOUNCED BY THE BANK FROM TIME TO TIME AND IT SHALL BE DEEMED THAT THE APPLICANT ACKNOWLEDGED SUCH NUMBER OF DAYS FOR CALCULATING THE INTEREST FOR RESPECTIVE CURRENCY AS OF THE DATE THAT THE BANK HAS DULY POSTED SUCH ANNOUNCEMENT AT THE BANK'S BRANCHES. THE APPLICANT AGREES AND ACKNOWLEDGES THAT THE BANK MAY CALCULATE THE INTEREST ACCORDING TO THE NUMBER OF DAYS FOR SUCH CURRENCY WITHOUT GIVING ANY NOTICE TO THE APPLICANT AND THE APPLICANT DOES NOT PROVIDE THE BANK ANY EVIDENCE RELATED TO SUCH CALCULATION.

THE TRANSMISSION OF INSTRUCTION UNDER AND IN RELATION TO THIS LETTER OF CREDIT IS ENTIRELY AT 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 AUTHORIZE YOU TO DEBIT OUR ACCOUNT NO MAINTAIN WITH YOUR BRANCH FOR THE ISSUING COMMISSION AND OTHER EXPENSES INCURRED WHETHER THE LETTER OF CREDIT HAVE BEEN UTILIZED OR NOT, AND THE AMOUNT OF DRAFT (S) PRESENTED UNDER THIS LETTER OF CREDIT PLUS INTEREST AND CHARGES UNDER ADVICE TO US.

AUTHORIZED SIGNATURE(S) WITH COMPANY'S STAMP

Bank Use Only
Signature Verified By

ADDITIONAL CLAUSES REFERRED TO:

- (1) Throughout the following clauses the term "bank" shall be deemed to KASIKORNBANK PUBLIC COMPANY LIMITED, and all its branches, departments and any individual or corporation acting as nominee or agent for KASIKORNBANK PUBLIC COMPANY LIMITED. The term "applicant" shall include the individual or corporation named herein as applicant as per particulars overleaf and its successor and assignor
- (2) The applicant agrees to pay to the bank on demand a commission at the 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 within the 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 that (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 honour 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) 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) 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) 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) 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 indorsements 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 be 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 subagent's control, and the applicant agrees to indemnify 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 of receipts and / or statements. Upon any transfer delivery, surrender or indorsement 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 indemnify 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

ATTACHMENT 1

OTHER DOCUMENTS:

DESCRIPTION OF GOODS (CONTINUED):

ADDITIONAL CONDITIONS:

AUTHORIZED SIGNATURE(S) WITH COMPANY'S STAMP

Bank Use Only
Signature Verified By