



APPLICATION FOR ISSUING AN IRREVOCABLE DOMESTIC DOCUMENTARY CREDIT

DATE:

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

INTERNATIONAL TRADE SERVICE OFFICE :	
LC NO.	ADVISING BANK :
APPLICANT'S NAME AND FULL ADDRESS	AMOUNT AND CURRENCY:(+/-)% WORDS: *IN CASE OF FOREIGN CURRENCY, THIS CREDIT AMOUNT IS PAYABLE IN THAI BAHT AT FIRST ROUND BUYING EXCHANGE RATE ON THE DATE OF NEGOTIATION
TEL:FAX:	AVAILABLE BY BENEFICIARY'S DRAFT AT: () SIGHT () TERM
BENEFICIARY'S NAME AND FULL ADDRESS	EXPIRY DATE: IN THAILAND
.....	PARTIAL SHIPMENTS: () ALLOWED () NOT ALLOWED
.....	LATEST SHIPMENT DATE:
TEL:FAX:	SHIPMENT FROM : TO:
DOCUMENTS REQUIRED: () SIGNED COMMERCIAL INVOICE INCOPIES CERTIFYING THAT THE MERCHANDISE AS MENTIONED HAVE BEEN RECEIVED AND DULY SIGNED BY APPLICANT'S AUTHORIZED SIGNATURE WITH COMPANY'S STAMP. OTHER DOCUMENTS:	
DESCRIPTION OF GOODS:	
CHARGES: ALL BANK CHARGES (OPENING COMMISSION, ENGAGEMENT COMMISSION, L/C OVERDRAWN COMMISSION, L/C EXPIRED COMMISSION (IF ANY)) ARE FOR THE ACCOUNT OF APPLICANT, AND HANDLING FEE, STAMP DUTY ARE FOR ACCOUNT OF () APPLICANT () BENEFICIARY BAHTNET FEE (IF ANY) FOR ACCOUNT OF () APPLICANT () BENEFICIARY	
PRESENTATION PERIOD: DOCUMENTS MUST BE PRESENTED WITHIN.....DAYS AFTER SHIPMENT DATE BUT WITHIN VALIDITY OF THE CREDIT.	
ADDITIONAL CONDITIONS:	

IN ADDITION TO THE INSTRUCTIONS MENTIONED ABOVE, WE, IN CASE THE TERMS OF PAYMENT UNDER DOMESTIC 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 DOMESTIC 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 THE RATE APPLYING FOR PAYMENT THAT THE BANK IS OBLIGED TO PAY FOR AN ACCOUNT OF THE CUSTOMER 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 INSTRUCTIONS UNDER AND IN RELATION TO THIS DOMESTIC LETTER OF CREDIT IS ENTIRELY AT MY/OUR OWN RISK. THIS APPLICATION IS SUBJECT TO ADDITIONAL CLAUSES OVERLEAF.

UNLESS OTHERWISE EXPRESSLY STATED, THIS DOMESTIC 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 DOMESTIC LETTER OF CREDIT HAVE BEEN UTILIZED OR NOT, AND THE AMOUNT OF DRAFT (S) PRESENTED UNDER THIS DOMESTIC LETTER OF CREDIT PLUS INTEREST AND CHARGES UNDER ADVICE TO US.

IN CASE THE AFORESAID ACCOUNT IS THE CURRENT ACCOUNT WITH THE OVERDRAFT FACILITY, WE HEREBY CONSENT YOU TO DEBIT PROCEEDS FROM OUR OVERDRAFT FACILITY FOR REPAYMENT OF THE OUTSTANDING DEBT AND/OR OTHER EXPENSES AND/OR OTHER FEES AND/OR PENALTIES, AND IT SHALL BE DEEMED AS A DEBT UNDER THE OVERDRAFT FACILITY WHICH WE AGREE TO PERFORM OUR OBLIGATIONS AND REPAY ALL OF THE AFORESAID DEBT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE RELEVANT OVERDRAFT AGREEMENT EXECUTED BY US IN YOUR FAVOR.

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) 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; (b) 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; (c) without limiting any other provisions of this agreement, the bank 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; (d) 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 in accordance with such extension, increase or other modification; (e) the bank 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) The bank shall not 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) any deviation from instructions, delay, default or fraud by the shipper and / or anyone else in connection with the property or the shipping thereof; (f) the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property; (g) delay in arrival or failure to arrive of either the property or any of the documents relating thereto; (h) delay in giving or failure to give, notice of arrival or any other notice; (i) any breach of contract between the shipper or vendor and the consignee or buyer or the applicant or any of them; (j) 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; (k) 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; (l) 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 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 under any resulting liability to the applicant. The bank 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 government or agency thereof, declared or undeclared war, or from any other cause beyond 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) In the event that any 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 documents at anytime held by the bank or held for the bank's account 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.

OTHER DOCUMENTS:
DESCRIPTION OF GOODS (CONTINUED):
ADDITIONAL CONDITIONS:

AUTHORIZED SIGNATURE(S) WITH COMPANY'S STAMP

Bank Use Only
Signature Verified By