

To: **The Bank of East Asia, Limited**
Singapore Branch
60 Robinson Road, BEA Building
Singapore 068892

Date : _____

WE REQUEST YOU TO ISSUE AN IRREVOCABLE DOCUMENTARY CREDIT FOR MY/OUR ACCOUNT IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS **(MARKED WITH AN X WHERE APPROPRIATE)** AND SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND OVERLEAF. THE CREDIT AND ANY AMENDMENTS THERETO WILL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE 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 (hereinafter called "UCP"). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS HEREIN AND THE PROVISIONS OF UCP, THE LATTER SHALL BE DEEMED TO BE EXPRESSLY EXCLUDED TO THE EXTENT OF SUCH INCONSISTENCY.

ISSUE BY SWIFT COURIER AIRMAIL

APPLICANT		DATE OF EXPIRY:	IN COUNTRY OF BENEFICIARY
NAME:		BENEFICIARY'S NAME:	
ADDRESS:		ADDRESS:	
TEL:	A/C NO.:	ADVISING BANK:	
PARTIAL SHIPMENTS <input type="checkbox"/> ALLOWED <input type="checkbox"/> NOT ALLOWED	CURRENCY AND AMOUNT (IN FIGURES & WORDS)		
TRANSHIPMENT <input type="checkbox"/> ALLOWED <input type="checkbox"/> NOT ALLOWED			
PLACE OF RECEIPT	CREDIT AVAILABLE AGAINST PRESENTATION OF THE DOCUMENTS DETAILED HEREIN AND BENEFICIARY'S DRAFT IN DUPLICATE FOR FULL INVOICE VALUE DRAWN ON YOU <input type="checkbox"/> AT SIGHT <input type="checkbox"/> AT _____		
PORT OF LOADING			
PORT OF DISCHARGE			
PLACE OF DELIVERY			
LATEST SHIPMENT DATE:			
LIST OF DOCUMENTS TO BE PRESENTED:- (IN DUPLICATE UNLESS OTHERWISE SPECIFIED)			
<input type="checkbox"/> SIGNED COMMERCIAL INVOICES <input type="checkbox"/> COMPLETE SET (3/3) OF CLEAN ON BOARD OCEAN BILLS OF LADING, PLUS ONE NON-NEGOTIABLE COPY ISSUED TO THE ORDER OF THE BANK OF EAST ASIA LIMITED, SINGAPORE , MARKED "FREIGHT <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT", NOTIFY APPLICANT AND US, STATING L/C NUMBER. <input type="checkbox"/> CLEAN AIRWAY BILL ISSUED TO THE BANK OF EAST ASIA LIMITED, SINGAPORE , MARKED "FREIGHT <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT", NOTIFY APPLICANT AND US, STATING L/C NUMBER. <input type="checkbox"/> DELIVERY ORDER ISSUED BY THE BENEFICIARY AND TO BE COUNTERSIGNED BY THE APPLICANT'S AUTHORISED SIGNATORY (SIGNATURE (S) TO BE VERIFIED BY YOU), EVIDENCING RECEIPT OF GOODS IN GOOD ORDER AND CONDITION ON BEHALF OF AND IN TRUST FOR THE BANK OF EAST ASIA LIMITED, SINGAPORE. <input type="checkbox"/> INSURANCE POLICY/CERTIFICATE ENDORSED IN BLANK, FOR 110% INVOICE VALUE WITH CLAIMS PAYABLE AT DESTINATION IN THE CREDIT'S CURRENCY COVERING INSTITUTE WAR CLAUSES (CARGO), INSTITUTE STRIKES CLAUSES (CARGO), AND <input type="checkbox"/> MARINE INSTITUTE CARGO CLAUSES (A) OR <input type="checkbox"/> INSTITUTE AIR CARGO CLAUSES <input type="checkbox"/> CERTIFICATE OF ORIGIN CERTIFYING GOODS ARE OF _____ ORIGIN ISSUED BY _____ <input type="checkbox"/> OTHERS (PLEASE SPECIFY):			
COVERING SHIPMENT OF:-			
<input type="checkbox"/> _____ % MORE OR LESS IN QUANTITY AND VALUE IS ACCEPTABLE		TERMS <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> _____	
SPECIAL INSTRUCTIONS			
<input type="checkbox"/> ALL DOCUMENTS INCLUDING DRAFT MUST BE ISSUED IN ENGLISH. <input type="checkbox"/> DOCUMENTS TO BE PRESENTED WITHIN _____ DAYS AFTER DATE OF ISSUANCE OF THE TRANSPORT DOCUMENT(S) BUT WITHIN THE VALIDITY OF THE CREDIT. <input type="checkbox"/> ALL BANKING CHARGES OUTSIDE SINGAPORE ARE FOR A/C OF <input type="checkbox"/> BENEFICIARY <input type="checkbox"/> OURSELVES. <input type="checkbox"/> DISCOUNT CHARGES (IF ANY) ARE FOR ACCOUNT OF <input type="checkbox"/> BENEFICIARY <input type="checkbox"/> OURSELVES.			
BANK USE ONLY			
LINE	LIMIT	OUTSTANDING	REMARKS:
LC			
BR			
TR			
AB			
SG			
		APPROVED BY:	DATE:
L/C NO. 70-01		ADVISING BANK:	
			I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS APPEARING HEREIN AND ON THE REVERSE HEREOF:
			AUTHORISED SIGNATURE (S) & COMPANY'S STAMP

Terms and Conditions

IN CONSIDERATION of you, The Bank of East Asia, Limited, whether acting through your head office or any branch or subsidiary, issuing an Irrevocable Documentary Letter of Credit (hereinafter called "the Credit" which term includes all amendments to such Irrevocable Documentary Letter of Credit) on the instructions of my/our application I/We (jointly and severally) acknowledge, agree and undertake hereby as follows:

- 1) I/We authorise you to accept and/or pay on our account against all documents purporting to be presented under the Credit and, if applicable, all drafts purported to be drawn under and in connection with the terms of the Credit.
- 2) I/We shall pay (or accept on presentation and pay at maturity or, at your request, in advance) to you the full amount drawn or to be drawn together with all interest, bank commission and bank charges and agree that you are at liberty to charge to any of my/our accounts with you for all the bank commission and charges as well as monies so paid or for which you may become liable under the Credit and to exercise the right to set-off, debit or earmark any of our accounts with you without having to give us notice of your exercise of such rights. I/We agree that such provision of funds and all payments by me/us and debits to our account hereunder will be in the currency of the Credit and/or in such other currency as you require, and that, in the event that any currency exchange is necessary in order for you to meet your obligations under the Credit or for me/us to satisfy our obligations hereunder, all exchange risks are to be borne by me/us alone.
- 3) I/We shall indemnify you and keep you indemnified against all liabilities, losses, damages, costs (including legal costs on a full indemnity basis), expenses, claims and demands which you may incur or sustain by reason of your opening or establishing any such credit or arising in relation to or out of the same, including all costs (including legal costs on a full indemnity basis), charges and expenses you may incur in connection with the exercise, enforcement and/or perfection, or attempted exercise, enforcement and/or perfection of your rights hereunder.
- 4) I/We shall hold you and your agents harmless and free from any responsibility whatsoever and howsoever arising for errors, delay, omissions or inaccuracy that may happen in the transmission or interpretation of instructions, or for the correctness, regularity or genuineness of the documents submitted, or for the loss of or delay in forwarding the documents or for the loss or late or non-arrival of part or all of the said documents. I/We agreed that where discrepancies are noted by you or us and documents accordingly refused by you, we will reimburse/indemnify you even in the event that the rejection of documents is subsequently held by a court of law, a tribunal or any other body to be invalid. You shall not be responsible for (a) the correctness of the description, existence, character, quality, quantity, condition, packing, value or delivery of the goods; (b) any difference in character, quality, quantity, condition or value of the good from that expressed in documents; (c) the genuineness of the documents including insurance policies, bills of lading or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) from any ambiguity in any instructions given to you whether by us or another party; or (e) errors, omissions, interruptions or delays in transmission or delivery of any messages, mail, cable, telegraph, wireless or otherwise. Any discrepancy or non-conformity in the documents wrongly advised by you to us would not be considered a discrepancy or non-compliance entitling us to reject the documents provided that you confirm in writing within two banking days of the initial advice that the discrepancy or non-conformity as originally advised does not amount to a discrepancy or non-conformity. I/We agree that you shall not in any way be liable to us for any loss or damage suffered by us directly or indirectly arising from or in connection with your initial advice of discrepancy or non-conformity.
- 5) You shall be at liberty to restrict the availability for negotiation of the Credit to any correspondent bank (including any overseas branches of yours) of your choice, even if your instructions are to issue freely negotiable credit.
- 6) I/We shall hold you and your agents harmless and free from any responsibility for any loss or damages to merchandise shipped whether during its transit by sea, land, air or otherwise or after its arrival or by reason of the non-insurance or insufficient insurance thereof or for the stoppage, deviation or detention thereof by the shipper, or any party whomsoever or for any deficiency or defect in quality, quantity, weight or value thereof represented by such document.
- 7) On no account shall any claim be made against you after a complying presentation or after documents have been accepted by you.
- 8) I/We shall procure promptly any permit or licence required or deemed to be required by you for the import, export or shipping of any and all property shipped under or pursuant to or in connection with the Credit or for the remittance, transfer and payment of the proceeds of such property and to comply with any and all foreign and domestic government regulations in regard to the import, export or shipment of any and all such property or the financing thereof, and to furnish the permits, licences and like documents in that respect as you may at any time require, authorising and indemnifying you and your correspondents to comply with, fulfill and perform any and all conditions and requirements prescribed by foreign and domestic laws and regulations governing or deemed by you or your correspondents to be applicable to such matters.
- 9) I/We will cause the goods covered by the Credit to be fully insured against all risks and with a reputable insurance company acceptable to you and will assign the insurance policies to you or name you as loss payee at your option. Until all our liabilities to you are fully discharged, all insurance monies payable are to be held by you or by me/us on your behalf to be paid over to you on demand. If at any time you consider the insurance effected inadequate for any reason, you may procure such insurance as you deem necessary at our expense and, in case of the expiry of any insurance, you are at liberty (without your being obliged to do so) to insure on my/our account until such time as deemed necessary. I/We agree to reimburse you for any insurance effected by you for my/our account and I/We authorise you to debit our account with you in respect of such expense.
- 10) On arrival of the underlying goods, you shall be at liberty to have them warehoused in your name and insured against fire, theft, insurance and pillage at our cost and expense 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 to so warehouse and insure.
- 11) All documents received by you/our correspondents under the Credit and the goods represented thereby or otherwise financed under the Credit are hereby pledged to you as security for the due payment by me/us of all money, costs, charges, interest and commission due to you by me/us in respect of the Credit and due satisfaction of all our actual and contingent liabilities and indebtedness to you howsoever arising. We irrevocably acknowledge that you shall have the right of possession over such goods and documents. We further authorise you, if in your opinion, such documents and goods then held by you as security hereunder is deemed by you to be inadequate to meet all our outstanding liabilities to you, to appropriate, set-off and/or apply upon any or all of such liabilities, any and all moneys now or hereafter with you on deposit or otherwise standing to my/our credit or belonging to me/us. Until payment by me/us of such money due to you the proceeds of the sales of such goods are to be held on trust for you and if received by me/us shall be forthwith paid to you and until so paid shall be held by me/us on your behalf in a separate account. I/We declare that at the time when any goods or documents of title shall be pledged to you they shall be within our disposition and control and free from any prior charge, lien, security or encumbrance. I/We shall not, without your prior written consent, create encumbrance of any kind over or dispose of any or all of the underlying goods. I/We agree that this is a continuing security and is to be in addition to and without prejudice to and shall not be affected by any other security which you may now or hereafter hold from or on account of me/us.
- 12) Save for wilful default, you shall not be liable for any loss which may arise in any exercise of your rights, nor shall you be liable by reason of your taking possession of the underlying goods to account for any moneys except actual receipts.
- 13) The risk in the goods shall be and remain with me/us and you shall not be responsible for any loss or damage or depreciation in value of any goods or documents held by you as security howsoever arising, whether or not such goods or documents are in your possession, custody or control.
- 14) Upon default by me/us, I/We shall pay (or accept on presentation and pay at maturity) the said draft(s) on the due dates or upon default by me/us in the discharge of my/our liabilities, obligations and undertakings set forth herein or in the event that you should deem it necessary for your protection, you are at liberty to dispose of the property mentioned above, in whole or in part by public or private sale at your discretion without notice to me/us and after deducting all costs and expenses and to reimburse or indemnify yourselves out of the proceeds and, thereafter, to pay the surplus (if any) to us. In the event of any deficiency we will pay the same to you immediately and/or in the event that such property should suffer any decline in value, I/We will upon demand deliver to you additional collateral (in form and substance acceptable to you) to your satisfaction. I/We undertake to do and perform all such acts as you may consider desirable to perfect your title to the relevant goods and/or documents including endorsing or procuring the endorsement of the full set of any bills of lading in your favour and performing all acts you may require to assist you in any sale of the abovementioned property. Without prejudice to the foregoing, in the event of any default on our part, you are authorised to take such steps on our behalf to perfect your title, pledge or security in respect of such goods and documents.
- 15) I/We undertake to place with you a cash deposit satisfactory to you as security and to furnish you with such additional security (in form and substance acceptable to you) on demand. If a satisfactory cash deposit has not been made against the credit, you are at liberty to earmark or charge my/our account at your absolute discretion with all monies so paid or for which you are liable under the Credit. And it is agreed and understood that I/We shall not be entitled to claim the refund or the release of the funds earmarked in my/our account until and unless the said draft(s) drawn under the Credit and all other monies which may be due to you shall have been paid in full and any other indebtedness by me/us to you in respect of any other account dealing or transaction between us has been settled.
- 16) I/We undertake to sign, execute and deliver any transfers, deeds or documents which you may require me/us to sign, execute and deliver for perfecting your title to the goods and the said documents and/or for vesting the same to any purchaser or purchasers from you and I/We irrevocably and by way of security appoint you and any persons nominated in writing under the hand of any of your officers as my/our attorney and in my/our name(s) and on my/our behalf to execute and do all assurances, acts or things which you may deem necessary or desirable for the above-mentioned rights and purposes.
- 17) I/We undertake to promptly settle exchange on the said draft(s) or other monies drawn under the Credit with you and to comply with all governmental and or bank association rules, regulations and tariffs in respect of exchange control and monetary transfers.
In the event of devaluation of the currency expressed in the Credit where documents are received thereafter, the exchange rate will be quoted as at the date of receipt of documents by you or the issuing bank.
You may at your discretion and without giving notice to me/us convert into Singapore Dollars equivalent all draft(s) and/or documents negotiated under the Credit at the prevailing rate of exchange at any time after knowledge that such claims have been effected by the negotiating bank or after the receipt of the relative drafts and/or documents.
- 18) I/We undertake to accept as sufficient presentation, delivery and service of all drafts, documents, notices and other communications when such drafts, documents, notices and other communications have been despatched by you to my/our address by post, messenger or such other means as you deem appropriate.
- 19) I/We agree that any action, process or other step taken by you or any of your correspondents under or in connection with the Credit, the goods of the documents, if in good faith and in conformity with such foreign or domestic laws, customs or regulations as you or any such correspondents may deem applicable shall be binding upon me/us and shall not place you or any of your correspondents under any resulting liability to me/us.
- 20) I/We further agree that should documents be lost in transit between a nominated bank and your or the confirming bank, or between the confirming bank and you after the nominated bank has determined that a presentation is complying (whether or not the nominated bank has negotiated or honoured), you shall be obliged to honour or reimburse that nominated bank and we shall in turn reimburse you of any payment you have made, notwithstanding our not having received the documents from you or at all.
- 21) I/We acknowledge and regard all the promises, agreements and undertakings contained herein as binding notwithstanding any extension, renewal, renovation or modifications of any kind in the terms of the Credit which you may have caused to be done at my/our request. And in the event of this application being signed by two or more parties, whether as partners or in the name of the firm or in any other capacity, each and all such parties signing shall be deemed JOINTLY and SEVERALLY liable thereunder.
- 22) As security by way of pledge for any and all our obligations and/or liabilities arising under or in connection with the Credit and also for any and all otherwise unrelated obligations and/or liabilities, actual or contingent, due or to become due which are now, or may at any time hereafter be owing by us to you, I/We hereby recognise and admit your special property in and unqualified right to the possession and disposal of the received documents and in and to the underlying good. Accordingly, delivery of the documents of title to the goods with or without the draft by the Bank to me/us against a trust receipt or other form of security affecting the merchandise contained therein or without security as the case may be, shall not affect such security or release me/us from my/our undertakings and obligations under these conditions which you may enforce independently of or in conjunction with the rights conferred on you by the security given.
- 23) I/We undertake that we will at our costs at your instructions commence (in my/our name, if necessary) and continue any court or arbitration proceedings in any jurisdiction in respect of any claim arising under the Credit or any insurance policy issued in connection with the underlying goods. Without prejudice to the foregoing, we agree to extend to you all necessary co-operation in such proceedings, or in any proceedings which may be commenced by you in your name, including the attendance of witnesses and discovery of documents.
- 24) The agreement between you and me/us contained in or evidenced by the foregoing instructions, terms and conditions ("this agreement") shall be enforceable by and against the successors in title and assigns of the parties hereto. In particular, this agreement shall be binding upon the partners for the time being of any partnership which is party hereto notwithstanding any change in the members of the partnership after the date of entering into this agreement.
- 25) Any terms, interests, rights, benefits, defences, exemptions or limitations in this agreement shall not be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act of Singapore.
- 26) This agreement is to be construed according to Singapore law. The parties thereto agree to submit to the non-exclusive jurisdiction of the Singapore courts in respect of any dispute arising out of or in connection with this application and/or the Credit.