

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

Date : _____

We enclose the following drafts and documents for handling in accordance with the following instructions and subject to the terms and conditions herein and stated overleaf, the terms and conditions of your Standard Terms and Conditions Governing Banking Facilities and such other agreement(s) governing our commercial relationship.

I Transaction Details

Documents enclosed:

Draft	Commercial Invoice	Bill of Lading	N/N Bill of Lading	Air Waybill	Packing/Weight List	Cert of Origin	Insurance Cert./ Policy				

(hereinafter collectively referred to as "the Documents").

II. Where the Documents are to be presented under a Letter of Credit

A. Documentary Credit No. _____ issued by _____ ("the L/C" or "the Letter of Credit")

L/C Applicant: _____

Amount of Bill: _____ Tenor: _____ (Our Ref No. _____)

Processing Instructions (Tick the appropriate box).

- We present the Documents for:
 - issuing or nominated bank's payment under the L/C without financing (examination of documents is not required required)
 - negotiate/advance/pre-pay/purchase/discount (depending on the availability of the L/C) against the documents on a with recourse basis.
 - In case of discrepancies, kindly send the documents to the issuing bank on approval and payment / acceptance basis by courier service
 - Other instructions:

2. Back-to-Back Credit (if applicable)

A back-to-back credit (No. _____) ("the Back-to-Back Credit") has been issued by you on our application on the security of the proceeds of the L/C.

III. Where Documents are to be forwarded under Collection

A. Name of Drawee : _____

Amount of Bill: _____ Tenor : _____ (Our Ref No. _____)

B. Handling Instructions:

- Deliver documents against payment (D/P). Deliver documents against Acceptance (D/A).
- Inform us in the event of non-acceptance of draft/documents or non-payment.
- Protest for non-acceptance and/or non-payment.
- Acceptance/payment may be withheld pending arrival of the Goods.
- In case of dishonour or goods arrived before payment, or for any reason considered necessary, please warehouse and insure the relative goods and advise the drawees and us. All charges for our account.
- Waive interest, expense and/or collection charges if refused.
- Do not waive interest, expense and/or collection charges
- All collection charges and interest payable by us. Collection charges borne by drawee
- Collection charges of correspondent borne by drawee, your collection charges and interest borne by us.
- Collect interest at _____% p.a. from drawees from date of _____ until date of _____.
- Subject to your approval, please purchase draft / bill with recourse to us.

Documents are to be sent by courier or speed post in one lot to :

Drawee's Bank:

Drawee's Bank's Address:

Other instructions :

NOTE: if no instructions are given regarding protest, the Bank will assume that protest is not required.

IV. Payment Instructions

- Remit funds to our account no. _____ upon notification of acceptance of documents by issuing or confirming bank.
- Credit our account no. _____ immediately in the event of negotiation/advance/pre-payment/purchase/ discount.
- Credit the net proceeds to our account no. _____ after applying proceeds received to such account or liability of ours as you may at your absolute discretion determine
- Debit our account no. _____ for any charges incurred
- Other instructions:

Drawer/Beneficiary: Address: Person to contact: _____ Tel: _____
--

For and on behalf of

Authorised Signature(s) and Company's Stamp

Terms and Conditions

1. We hereby undertake:
 - a. To provide you with the funds to meet on demand all bills of exchange negotiated or endorsed by you which may be dishonoured on presentation for acceptance or which may not be paid on sight or on the due date thereof according to the original tenor thereof notwithstanding such bills of exchange may be drawn without recourse to us and non-payment of a bill of exchange shall be deemed to have taken place if at that date funds have not been placed at your free disposal for the whole sum due.
 - b. To reimburse you for all advances made against documents of title or other documents which may not have been duly taken up on presentation.
 - c. To provide you with the funds to meet re-exchange expenses and interest at the current prevailing rate for the respective currency as determined at your sole discretion from the date of the financing or payments to us till the date you receive reimbursement.
2. You are hereby authorised at your absolute discretion without notice to us and without our consent but at our expense:
 - a. To land and store any goods at any wharf or warehouse selected by you and/or reship the same to any other port.
 - b. To pay any freight, warehouse, dock and other charges.
 - c. To exercise your recourse upon such goods in priority to any other claims thereon and to sell such goods or part thereof as may be necessary for payment of freight, insurance, warehouse, dock and other charges or any sums owing by us to you.
 - d. To pay or retain and charge us with such charges for commission as are usual between merchant and correspondent and such interest exchange notarial banking and other charges as are usually payable in these circumstances.
 - e. To take conditional acceptance of bills of exchange (including acceptances for honour) and/or extend the due date for payment thereof upon such conditions as you think fit.
 - f. To accept payment from the drawees and/or acceptors of any bills of exchange, or the consignees, of any goods, against delivery of the goods and/or documents before maturity under rebate or discount.
 - g. To accept part payment before maturity and to deliver a proportionate part of the goods to the drawees or acceptors of the bills of exchange or the consignees of the goods or in the event of a default on the part of or at the request of any such persons, to any other person.
 - h. To convert into local currency by telegraphic remittances or otherwise at your discretion any monies received by you and to debit our account with all costs charges and loss on exchange thereby incurred.
 - j. To debit, set-off and/or earmark our account with you: (a) by way of payment in advance of all costs, charges, commission, expenses and liabilities which you, our agents or your correspondents have incurred or may incur in relation to or in respect of the Letter of Credit. Such advance payment is an absolute and unconditional payment and you shall not be obliged under any circumstances whatsoever, to refund the same to us. You shall be at liberty to utilise or otherwise deal with the advance payment in any manner you deem fit. For the avoidance of doubt, such advance payment shall not discharge or otherwise affect any other claims for reimbursement, repayment, indemnity, interest, expenses and/or costs that you have or will have against us; (b) with the amount of unaccepted or unpaid bills of exchange or of advances against documents of title or other documents; and (c) with all other sums chargeable to or due from us and/or for which we are liable to you or any deficiency arising after realisation.
 - k. To utilise the presented documents under the Back-to-Back Credit for drawing of the Letter of Credit.
 - l. To negotiate the documents, prepay a deferred payment undertaking incurred by you or purchase a draft accepted by you under the Letter of Credit and directly apply the proceeds of the Letter of Credit to settle the corresponding drawing(s) under the Back-to-Back Credit without first crediting such proceeds to our account with you irrespective of discrepancies that may appear on the documents under the Back-to-Back Credit (all of which, if any, are hereby waived).
3. We undertake to keep all goods insured against fire and all other usual risks in such amount as you may specify and, in case of damage or loss, to recover the proceeds and apply them in accordance with your directions. You shall nevertheless be at liberty yourselves to insure the goods against whatever risk and for whatever amount, whatever you may think fit, and to charge us with the cost of such insurance. In the event of any claim arising under any insurance, you are authorised to recover the full amount thereof and we hereby agree to assign to you the policy(ies) or name you as loss payee in the said policy(ies) at your option for that purpose and to take all necessary steps to effect and perfect such assignment. You may charge the same commission on the proceeds as upon a sale of the goods and apply the net proceeds in the manner provided herein.
4. We undertake to reimburse to you on demand, and authorise you at your discretion without any demand, to debit our account with all charges, costs and expenses incurred in warehousing, storing, insuring or releasing all or any of the goods or other securities, including any costs and charges incurred in connection with the conversion of any sum into a different currency, as well as any charges, cost and expenses which may be incurred by your agents or correspondents in that connection.
5. Bills of exchange, invoices, bills of lading or other carriage documents and any other representing or relating to the goods and all other documents which we have enclosed in this request for payment/acceptance/deferred payment/negotiation/your handing under the Letter of Credit, together with all goods represented thereby or to which the documents relate, shall be pledged to you as a continuing security for all sums in which we may from time to time be actually or contingently indebted or liable to you on any account. We hereby undertake from time to time to execute and sign all transfers and other documents and do all acts and things which the Bank may require for perfecting the Bank's title to the goods or any part thereof or for vesting or enabling the Bank to vest the same in itself or its nominees or in any purchaser. The pledge conferred herein shall be in addition to and shall not be in any way prejudiced or affected by any other security now or hereafter held by you nor shall such other security or any lien to which you may be otherwise entitled or the liability of any person or persons or parties hereto be in any way prejudiced or affected by the pledge. We confirm that the bills of exchange, invoices, bills of lading or other carriage documents and any other documents representing the goods as well as the goods are free from any security, pledge, lien or encumbrance in favour of any other party and that we have not received any financing against or in respect of such documents and goods from any other party.
6. You may sell all or part of the goods represented by the before mentioned documents or to which they relate without demand for payment or notice to us or any other person in such manner as you think fit in any of the following circumstances:
 - a. on default of acceptance on presentation or of payment at maturity of any bill of exchange or of any sums due hereunder;
 - b. on any drawee or acceptor of any bill of exchange or consignee of the goods suspending payment, becoming bankrupt or insolvent being put under receivership or taking any steps for liquidation or arrangement with creditors;
 - c. on our failure to repay on demand any payment made by you or other indebtedness of ours to you together with all interest, commissions and other charges in respect thereof; and/or
 - d. if and whenever you consider it desirable having regard to the market value of the goods that the goods should be sold whether or not any contingent or other liability of ours to you shall have actually matured,and after deduction of any commission to which you are entitled and expenses incurred, to apply the net proceeds in payment of such advances and/or bills of exchange and/or indebtedness or liability of ours to you, with interest, and re-exchange expenses and the balance, if any, may be placed at your option against any other of our bills and subject thereto to be accounted for to us. If such proceeds are insufficient to satisfy such payment obligations, we shall pay the amount of the deficiency forthwith upon your demand.
7. Your holding additional securities and/or the receipt of goods and/or documents by you shall not prejudice your rights under or relating to any bill of exchange in case of dishonour nor shall any recourse or proceedings taken thereon or your granting time or other indulgence whatsoever to or making any composition or arrangement with any parties to such bills of exchange prejudice or affect your title to such securities or our liability, and it is also agreed that your rights against us shall not be prejudiced owing to any such bills of exchange not having been noted and/or protested in the event of dishonour by non-acceptance and/or non-payment.
8. We hereby agree to the following:
 - a. All charges, transit interest, costs and expenses relative to all matters herein (including, without limitation, all charges incurred by you, your correspondent or agent) are chargeable to and payable by us.
 - b. You shall not be responsible for any act or omission, default, suspension, insolvency or bankruptcy of any correspondent to whom the documents referred to overleaf may be sent or any agent thereof, or for any delay in remittance, loss in exchange or loss or delay of items or their proceeds during transmission, or in course of collection for any reason whatsoever. Any correspondent or agent instructed to act on the collection shall be our agent.
 - c. You are under no duty or responsibility to check the bill(s)/documents enclosed herein unless you agree to check or negotiate the said documents and we shall not hold you responsible nor is your right of recourse prejudiced in any way in the event that the documents are found by a court of law or tribunal to contain discrepancies or in the event that any discrepancies are not identified by you, your servants, employees or agent, whether or not as a result of a wilful or negligent act or omission.
 - d. Notice or document or process served on us shall be deemed to have been duly dispatched and received by us within seven (7) days of the same having been sent by prepaid post.
9. Any negotiation, advance, pre-payment, purchase or other form of financing shall always be with recourse to us.
10. Any handling of documents under the Letter of Credit pursuant to our application herein is subject to the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 or the latest version of Uniform Customs and Practice for Documentary Credits, ICC Publication ("UCP") which is applicable on the date of this application. For avoidance of doubt, when there is 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. Any collection of export bills handled pursuant to our application herein is subject to Uniform Rules for Collections (1995 Revision), International Chamber of Commerce Publication No. 522 or the latest version of Uniform Rules for Collections of ICC Publication which is applicable on the date of this application ("URC"). For avoidance of doubt, where there is inconsistency between the terms and conditions herein and the provisions of URC, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.
11. In the event that we instruct you to check the documents and to pay us upon receipt of the Letter of Credit proceeds from the issuing / confirming bank, you should only be required to check such documents based on your understanding and interpretation of UCP and international standard banking practice. You should not be liable to us whether in contract, tort or otherwise should the documents be rejected or payment refused by the issuing or confirming bank on the ground that the documents do not constitute a complying presentation, even if the discrepancies raised by the issuing or confirming banks are not similar to those raised by you or if you determine the documents to be a complying presentation.
12. We irrevocably and unconditionally undertake and agree to indemnify you, your successors and assigns in full and at all times to keep you, your successors and assigns fully and completely indemnified from and against all liability, claims, demands, actions, proceedings, payments (including payments under the Letter of Credit), losses and expenses whatsoever including, without limitation, legal costs as between solicitor and client which may be made or taken or incurred or suffered by you in connection with our request herein including, without limitation, liabilities arising from any and all discrepancies that may exist between the documents as called for in the Letter of Credit and the documents enclosed with this request, regardless of whether or not such discrepancies are identified or advised by you.
13. In the event that you are requested by us to negotiate drafts and/or documents under the Letter of Credit, we may request that the proceeds under the Letter of Credit be advanced to us at any time before or on the banking day on which reimbursement is due to you. In the event that such a request is made and acceded to, you shall be entitled to advance to us such proceeds on the banking day on which reimbursement is due to you and thereby assume the rights under the Letter of Credit as a negotiating bank and charge us commission and other fees you deem appropriate.
14. Without prejudice to the generality of the other terms and conditions herein, where financing is provided to us against the Letter of Credit and documents presented hereunder and/or bills of exchange, pursuant to this request, we shall and do hereby assign unconditionally and irrevocably to you all rights, interests, benefits, entitlements, debts, suits and choses in action as are due under the Letter of Credit and/or bill of exchange and we irrevocably authorise you to give notice of such assignment to the issuing bank.
15. We agree that you may commence any legal action or proceedings in our name if necessary and that we will provide you with our full and diligent co-operation, including the execution of any documents, affidavits and powers of attorney, in any action or proceedings commenced (whether in our name or not) to enforce any and all your rights hereunder.
16. No terms, interest, rights, benefits, defences, exemptions or limitations in this application shall be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act of Singapore.
17. The agreement between you and us contained in or evidenced by the foregoing instructions, terms and conditions shall be governed and construed in accordance with the laws of the Republic of Singapore and we agree to submit to the non-exclusive jurisdiction of the courts of Singapore for any disputes arising out of or in connection with this application.