



OVERSEA-CHINESE BANKING CORPORATION LIMITED
Hong Kong Branch (incorporated with limited liability in Singapore)

Application for Irrevocable Documentary Credit ("DC" / "Credit")

To: Oversea-Chinese Banking Corporation Limited, Hong Kong Branch

Applicant Name:			
Applicant Address:			
Beneficiary Name:			
Beneficiary Address:			
Advising Bank (Full Name, Address & SWIFT code):			
If there is no direct SWIFT key arrangement, please use your Head Office as First Advising Bank (SWIFT: OCBCSGSG), if they have direct SWIFT key.			
DC issue by:	SWIFT / Courier	DC Confirmation:	No / Yes / May Add, with confirmation charges for account of Applicant / Beneficiary.
DC Currency & Amount:		Allowance in DC Amount:	+/- % Allowance in Quantity: +/- %
DC Available with:	Any Bank / Issuing Bank	DC Available By:	Negotiation / Acceptance / Payment / Deferred Payment
Draft Required:	Yes / No	Tenor: At Sight /	Days After Sight /
Shipment From:			
To:			
Latest Shipment Date:	Partial Shipments:	Allowed / Not Allowed	Transshipments: Allowed / Not Allowed
Expiry Date:	Expiry Place:	In Beneficiary's Country / At Negotiating Bank Counter /	
Documents to be presented within days after the date of shipment but within the validity of the DC. Despatch documents via courier in one lot.			
Documents Required (All documents to be issued in English language or with English translation.):			
Signed Commercial Invoice in Original(s) and Copy(ies).			
Packing List in Original(s) and Copy(ies).			
Certificate of Origin in Original(s) and Copy(ies), showing country of origin as			
of original clean on board ocean Bills of Lading with non-negotiable copies, made out to the order of Oversea-Chinese Banking Corporation Limited, Hong Kong Branch marked , notify Applicant quoting this DC number.			
Original clean Air Waybill consigned to Oversea-Chinese Banking Corporation Limited, Hong Kong Branch, marked notify Applicant, quoting this DC number.			
Cargo Receipt in one original issued and signed by authorized signatory(ies) of the Applicant, whose signature(s) must be in conformity with Issuing Bank's record, evidencing their receipt of goods covered by this DC in good order and conditions showing quantity, value of goods, delivery date and also stating that the goods are received under lien and upon trust for and on behalf of Oversea-Chinese Banking Corporation Limited, Hong Kong Branch quoting this DC number.			
Insurance Document:			
Insurance Policy or Certificate in duplicate endorsed in blank with claims payable in Hong Kong for 110% of Commercial Invoice value covering Institute Cargo Clauses (A) dated 1-1-82 (Air, if applicable), Institute War Clauses and Institute Strike Clauses.			
[For Bank's Reference] Insurance covered by Applicant under "Cover Note / Open Cover No.			
with (copy attached).			
Copy of insurance declaration with shipment details by shipper required.			
Other Documents, as specified below / refer to SIGNED ATTACHMENT(S) (for long text) : (For SWIFT Field 46A)			

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Covering Goods as stated below / refer to **SIGNED ATTACHMENT(S) (for long text)**: (For SWIFT Field 45A)

Trade Term: / as specified:

Additional / Special Instruction or Conditions as stated below / refer to **SIGNED ATTACHMENT(S) (for long text)**: For SWIFT Field 47A) (***) Additional Conditions should not be included unless they are supported by documents required. (***)

[BACK-TO-BACK DC] This is a back-to-back DC against master DC no.

issued by

This DC is transferable by the nominated bank:

Applicable Charges Relating to this DC for account of:

- | | | | | | |
|--------------------------|-------------|-------------|---|-------------|-------------|
| • DC issuance commission | Applicant / | Beneficiary | • All bank charges outside issuing bank's counter | Applicant / | Beneficiary |
| • Acceptance commission | Applicant / | Beneficiary | • HKD Bills Commission / Commission-in-lieu of Exchange | Applicant / | Beneficiary |

Please debit charges relating to this DC to our account number:

For any query relating to this DC, please contact:

I / We have read and fully understood the Agreement and Indemnity for Issuance of Irrevocable Documentary Credit ("Agreement"). I / We agree to abide by and be bound by the said Agreement and Indemnity for Issuance of Irrevocable Documentary Credit set out overleaf (page 3/3 & 3/4 of this Application) as applicable at the time this Application is submitted to the Bank.

S.V. (Bank use)

Authorised Signature(s) & Company Chop (as applicable)

Date

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AGREEMENT AND INDEMNITY FOR ISSUANCE OF IRREVOCABLE DOCUMENTARY CREDIT ("DC" / "Credit")

1. I/We authorise the Bank to accept or pay for my/our account the draft(s) and/or documents purporting to be drawn under and tendered or negotiated pursuant to this Credit and to pay all sums which appear or purport to be claimed or demanded or which the Bank is liable to pay in accordance with or pursuant to this Credit, without any reference to or further authority from me/us and without inquiry into the justification for it or the validity genuineness or accuracy of any statement or certificate received by the Bank with respect to or under this Credit and despite any contestation on my/our part. I/We agree that any such draft(s) and/or documents or claims or demands for payment of any such sums shall be binding on me/us and shall as between the Bank and me/us, be accepted by me/us as conclusive evidence that the Bank was liable to pay or comply with them.
2. The advising and/or negotiation of the draft(s) and/or documents drawn under this Credit may at the Bank's discretion be confined to the Bank's branches or its agents.
3. I/We shall hold the Bank and the Bank's agents free from any responsibility for (a) any delay, mistake or omission that may happen in the transmission of the instructions or in the misinterpretation of such instructions, (b) the correctness or genuineness of the documents submitted which on the face thereof appear to be in order, (c) the loss or delay in the forwarding of the documents or (d) any error, neglect or default of any of the Bank's agents.
4. Where the Bank agrees to accept a delivery order/delivery note/cargo receipt or other similar document signed by me/us or my/our nominated agent/representative acknowledging receipt of the goods being in good order and condition whether for the account of the Bank or otherwise, I/we hereby waive all irregularities, discrepancies, inconsistencies, omissions, insufficiencies, missing documents and delays in the documents received by the Bank or tendered under this Credit including late presentation and expired Credit. I/We also undertake to accept that all such documents correspond with this Credit and I/we will accept any draft(s) and/or documents drawn on me/ us and the Bank is irrevocably authorised to pay on presentation or maturity, as the case may be, the amount or amounts of the said draft(s) and/or documents together with all charges if any and to debit my/our account(s) accordingly.
5. The Bank shall not in any circumstances be held responsible for any detention, loss or deterioration of, or any damage to the goods or for any failure to insure them, or for their quantity, quality, condition or delivery or the correctness, validity, sufficiency or genuineness of any of the documents relating to them.
6. I/We agree to pledge and the Bank shall have security interest in and hold as security all documents issued, drawn under or otherwise in connection with this Credit (including but not limited to any shipping documents, cargo or warehouse receipts, policies of insurance, and/or any documents accompanying or relative to the draft(s) and/or documents drawn under this Credit), goods shipped under or pursuant to this Credit or any subsequent sale thereof by me/us and the proceeds of each and all of the foregoing (collectively the "Pledged Property"), for all monies, interest, fees, commission and/or charges, obligations and liabilities, whether absolute or contingent, which are now or may at time hereafter be owing by me/us to the Bank (collectively the "Obligations") until such time as all my/our obligations or liabilities to the Bank have been fully paid or discharged. The Bank may hold and dispose of the Pledged Property or any part thereof whether or not in the Bank's possession or control or that of me/us or that of your correspondent(s) in the event I/we default in the Obligations or any part of it to the Bank without any further notice to me/us. If the sale does not pay for all of the Obligations, I/we shall immediately pay the remaining amount due to the Bank. All fees (including attorney's fees on a full indemnity basis), charges, expenses and taxes incurred in connection with the sale shall be borne by me/us. I/We further agree to indemnify the Bank against all claims arising out of any assertions by any third party in connection with the sale of any or all of the Pledged Property.
7. I/We further agree that in the case of loss of the goods shipped, I/we shall have no claim against the Bank in respect of the policies of insurance of the goods and the Bank shall be entitled to obtain payment of all monies payable under the policies and to apply the monies received thereunder towards payment of the Obligations in the manner stated in clause 6 above.
8. I/We irrevocably and unconditionally undertake and agree:
 - a) to pay interest at the rate fixed by the Bank from time to time with monthly rests from the date of the draft(s) and/or documents to the date of payment by me/us;
 - b) to pay the Bank's usual commission and all expenses and the Bank's agents' charges, if any;
 - c) to pay the current rate of exchange at the date of payment as conclusively determined by the Bank unless otherwise agreed;
 - d) that where any taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agents or any fees costs and expenses incurred by the Bank or its agents) shall be borne by or chargeable to me/us and payable by me/us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit my/our account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and the Bank's agents' charges if any together with such taxes under or in connection with or in respect of this Credit.
9. I/We irrevocably agree that the Bank may take instructions on and release all documents received from me/one of us singly without reference to the rest of us.
10. I/We undertake to pay to the Bank on demand all amounts paid by the Bank under this Credit or in the case of draft(s) and/or documents accepted under this Credit to place the Bank in funds to meet such draft(s) and/or documents on or before maturity. I/we further undertake to execute all documents and take all actions upon the Bank's request with a view to protecting the Bank's interests in the Pledged Property. In each case payment will (unless otherwise agreed or required by the Bank) be made in Hong Kong Dollars in Hong Kong or in the foreign currency which is the legal tender in the respective currency settlement centre together with the Bank's commission and all interests, charges and expenses payable to or incurred by the Bank under or in connection with or in respect of this Credit. Interests for these purposes shall accrue upon such amounts as stated above, from the date when such amounts were first paid by the Bank until payment of them by me/us in full (both after as well as before judgement), at such percentage rate per annum above the cost to the Bank (as conclusively determined by the Bank) of acquiring such funds in such currency and manner as the Bank may from time to time decide. The Bank may take such action as the Bank may think fit to reimburse itself in respect of any payments made or other liabilities incurred by the Bank under or in connection with or in respect of this Credit.
11. Where the Bank or any other bank negotiates, pays or accepts the draft(s) and/or documents received or tendered under this Credit after acting in good faith and without gross negligence to determine that they comply with this Credit, such draft(s) and/or documents tendered shall be deemed to be in order and shall irrevocably bind me/ us to make payment to the Bank for the amount or amounts of the draft(s) and/or documents and the Bank is duly authorised to debit my/our accounts accordingly.
12. I/We shall if requested by the Bank and such request may be made at the sole discretion of the Bank and the Bank shall not be under any obligation to make any such request state whether the documents tendered are to be accepted in spite of discrepancies, if any, and such reply or response shall be made by telephone or by telex or by telefax or by other electronic transmission or in writing delivered by hand to reach the Bank within 24 hours of the receipt of the request. In the event I/we do not respond or delay in responding, the Bank may reject discrepant documents without further reference to me/us.
13. Where discrepancies have been noted and the Bank rejects the related drawing/presentation of documents as a result of such discrepancies, I/we irrevocably and unconditionally agree to indemnify the Bank in the event that the rejection of documents is subsequently held by any court of law to be invalid and the Bank is irrevocably authorised to debit my/our account(s) with the amount payable together with all interest charges and all related costs including all losses, costs (legal or otherwise) and expenses incurred, sustained or suffered by the Bank in connection therewith.
14. I/We shall indemnify the Bank and keep the Bank indemnified against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank opening or issuing or establishing this Credit or arising in relation to or out of this Credit or otherwise howsoever, including all legal and other costs, (on a full indemnity basis) charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under this indemnity or under or in connection with or in respect of this Credit. I/We authorise the Bank to debit my/our accounts with the Bank all amounts owing or payable by me/us to the Bank under this indemnity or under or in connection with or in respect of this Credit.
15. In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law, the Bank may at any time at the Bank's discretion and without notice to me/us set-off or transfer any sum or sums standing to the credit of my/our account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of this Credit.

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16. Where the context so admits:-
- a) the singular includes the plural and vice versa;
 - b) references to persons include references to companies or corporations and vice versa;
 - c) where there is more than one person included in the references "we", "our" and "us", all references to "we", "our" and "us" shall be read as referring to all or any one or more of such persons and all covenants, agreements, undertakings, terms, stipulations and other provisions hereof shall be deemed to be made by and be binding on them jointly and severally; and all notices and other communication sent to any one of them shall be deemed to be sufficient notification to all of them.
17. The "Bank" refers to the branches of Oversea-Chinese Banking Corporation Limited in the Hong Kong Special Administrative Region.
18. Unless otherwise instructed, this Credit would be subject to the latest version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France which is in effect on the date of issuance of this Credit by the Bank. This indemnity shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts in the Hong Kong Special Administrative Region.
19. Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part. Without prejudice to the generality of the foregoing, we accept that all transactions contemplated herein (including, without limitation, the issuance of the Credit) are subject to all Applicable Laws (defined herein) and that we shall at all times comply with all Applicable Laws in connection with such transactions and we further represent and warrant that (a) we and the Bank will not be in breach of any Applicable Laws as a result of entering into and/or executing any of the transactions contemplated herein or taking any other action directly or indirectly in connection with such transactions; and (b) we shall comply with all applicable export laws, restrictions, and regulations of any Singapore or foreign agency or authority and will not export or re-export, or allow or authorise the export or re-export of, any commodity, product, technology or other asset(s) pursuant to transaction(s) which form the subject matter of the Credit and/or any other transaction contemplated herein in violation of any such laws, restrictions or regulations. For the purpose of this Agreement: (i) "Applicable Laws" means, with respect to any person, any and all applicable constitutions, treaties, conventions, statutes, laws, by-laws, regulations, ordinances, codes, rules, rulings, judgments, rules of common law, orders, decrees, awards, injunctions or any form of decisions, determinations or requirements of or made or issued by, governmental, statutory, regulatory, administrative, supervisory or judicial authorities or bodies (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator or tribunal with competent jurisdiction, regardless of jurisdiction, as amended or modified from time to time, and to which such person is subject, including without limitation such of the foregoing as relates to anti-money laundering and counter-financing of terrorism; (ii) words importing persons shall include firms, corporations, partnerships, sole proprietors, consortiums, societies, associations, business units and such other organisations set up solely for business purposes; and (iii) any reference to a statute, statutory provision, law, by-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, by-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it.