

**To: AGRICULTURAL BANK OF CHINA LIMITED
HONG KONG BRANCH**

Credit No.

Application for Irrevocable Documentary Credit

We, _____ (name) (the “**Customer**”), hereby request you to issue your irrevocable documentary credit (the “**L/C**”) at our risk in accordance with the instructions below. Please notify the L/C through the advising bank set out below

by full SWIFT

by Airmail/Courier with preliminary brief SWIFT

by Airmail/Courier

Date: _____

Customer (Applicant)		Expiry Date and Place: _____ in the country of the beneficiary at issuing bank's counter at nominated bank's counter
Beneficiary		Advising Bank (if left in blank, any correspondent at your option) Currency and Amount (in figures and words) Please fix exchange rate under forward contract no. _____
Place of taking in charge / dispatch from / place of receipt: _____ Port of loading / airport of departure: _____ Port of discharge / airport of destination: _____ Place of final destination / for transportation to / place of delivery: _____ Latest shipment date: _____ CIF/ CFR/ FOB/ others: _____		The L/C is available with issuing bank / any bank advising bank by way of Sight Payment Acceptance Deferred Payment Negotiation L/C tenor: at sight / _____ days after _____ Drafts drawn on issuing bank or your correspondent (at your option) (not applicable to sight or deferred payment L/C)
Partial shipment Allowed Not allowed	Transshipment Allowed Not allowed	
Documents required: 1. Signed commercial invoice in ____ originals and ____ copies. 2. Signed package list in ____ originals and ____ copies. 3. Original clean Air Waybill consigned to Agricultural Bank of China Limited, Hong Kong Branch / _____ (consignee) marked “Freight Prepaid / Collect”, mentioning the L/C number, flight date and flight number and notify the Customer with full address. Full set of clean “On Board” Bills of Lading / Multimodal or Combined Transport Document, made out To the order of Agricultural Bank of China Limited Hong Kong Branch / To the order of the shipper and endorsed in blank, marked “Freight Prepaid / Collect”, mentioning the L/C number and notify the Customer with full address. 4. Insurance Policy or Certificate in 2 originals, endorsed in blank, for 110% of the invoice value, covering the following risks with claims, if any, payable at destination in the same currency of the L/C. (a) Institute Cargo Clauses A / B / C, Institute War Clauses (Cargo), Institute Strikes Clauses (Cargo). (b) Institute Cargo Clauses (Air), Institute War Clauses (Air Cargo), Institute Strikes Clauses (Air Cargo). (c) Please cover insurance for us for 110% in the invoice value covering: _____ 5. Others: _____ Which evidence shipment of: _____ To be continued on separate attachment(s)		
Back-to-Back L/C		
This is a back-to-back L/C to be issued against the master credit no. _____ issued by _____ (the “ Master L/C ”). The original Master L/C is enclosed being held by you.		
Other terms and conditions: (these shall prevail over all terms in case of any apparent conflict.) All banking charges including reimbursing charges, if any outside Hong Kong are for the account of beneficiary. Transport documents must show the actual port/place of loading. Transport documents must show name, address and telephone no. of the delivery agent at destination (in case if shipment destined for Hong Kong). Tolerance of L/C amount / quantity +/- _____ percent. Document to be presented within _____ days after the date of shipment but within the validity of the L/C. If left blank, it will automatically be considered as 21 days. This L/C is transferable. Confirmation required. Confirmation charge is for the account of the beneficiary applicant. T/T reimbursement is allowed under the L/C.		

Please debit L/C issuance commission and other charges. Please debit cash margin of _____ (amount and currency) from our account number _____ (currency: _____; account: current savings) We shall provide Charge over Deposit to the Bank before L/C issuance. Please debit _____ (amount and currency) from our A/C No. _____ for setting up a time deposit from _____ to _____ with interest rate at _____ p.a. Such time deposit shall be subject to the Charge over Deposit.	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">For Bank Use Only</td> <td style="width: 20%;">Margin:</td> <td style="width: 20%;">%</td> </tr> <tr> <td>Remarks</td> <td></td> <td></td> </tr> </table>	For Bank Use Only	Margin:	%	Remarks		
For Bank Use Only	Margin:	%					
Remarks							

The L/C, which is issued by you at our request, is subject to the terms and conditions set out below in this application.

Yours faithfully,

Authorised Signature(s) of the Customer

S.V. VISA

Charges: Please mark "X"

* L/C issuance Comm	Applicant	Beneficiary
* Acceptance Comm (for Usance L/C only)	Applicant	Beneficiary
* HKD Bills Comm (for HKD L/C only)	Applicant	Beneficiary

* If left blank, the relevant charges will be for the account of the Applicant.

Tel No.:
Fax No.:
Contact Person:

Terms and Conditions

1. This application and the documentary credit to be issued pursuant to this application (the "L/C", including the same as amended, extended or renewed from time to time) are subject to the Uniform Customs and Practice for Documentary Credits (the "UCP") of the International Chamber of Commerce as are in effect on the issuance date of the L/C. This application is also subject to any agreement previously signed by the customer specified in this application (the "Customer") and delivered to Agricultural Bank of China Limited, Hong Kong Branch (the "Bank", which expression shall include its successors, assigns and transferees). In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Customer shall on demand reimburse the Bank in full in the same currency for each payment made, or required to be made, by the Bank under or pursuant to the L/C together with interest from (and including) the date of such payment to (and including) the date of such reimbursement. Such payment includes interest, costs, expenses, commissions, reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the L/C. The Customer shall also upon demand pay to the Bank the fees, charges and commissions charged by the Bank (including those charges for the account of the beneficiary of the L/C but unpaid for any reason) together with all costs, fees, expenses and liabilities which are incurred by the Bank or for which the Bank becomes liable in connection with the L/C.
3. The Customer shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which the Bank or the Bank's delegate(s) may suffer or incur under or in connection with this application and/or the L/C (except caused by the Bank's gross negligence or wilful misconduct).
4. The obligations of the Customer owing to the Bank in connection with the L/C shall not be affected by any alleged discrepancies or irregularities in the presented documents and/or any fraud or illegality (whether actual or alleged) in connection with any presented document, the L/C and/or any underlying transaction of the L/C or any event or circumstance not caused by the Bank's gross negligence or wilful misconduct.
5. The Customer irrevocably authorises the Bank to debit the Customer's account(s) for any sum owing or payable by the Customer to the Bank. Any monies debited from the Customer's account(s) or otherwise received by the Bank for settlement of any obligation or liability of the Customer may, at the Bank's sole discretion, be converted into the currency of the relevant obligation or liability at the prevailing exchange rate determined by the Bank (or any other agreed exchange rate, if any) to effect such settlement.
6. If so required by the Bank, the Customer shall pay cash margin or provide collateral to the Bank in an amount or value sufficient to cover any payment that is or may be required to be made by the Bank under the L/C and any other actual or contingent obligations and liabilities of the Customer owed to the Bank in connection with the L/C.
7. Any cash margin paid to the Bank pursuant to or in connection with this application ("Cash Margin") will be transferred and held in the Bank's name and control. The Bank has the right, at any time without notice or demand, to set off, apply and/or transfer the Cash Margin against and/or towards satisfaction of all or any of the obligations and liabilities of the Customer to the Bank in connection with the L/C. The Bank may convert any of them at the prevailing exchange rate as may be absolutely determined by the Bank at its discretion for the purpose of the set-off, application and/or transfer.
8. The Bank may supplement the terms and conditions of the L/C as the Bank reasonably thinks appropriate in accordance with its usual practice and policies.
9. The Customer undertakes to examine the customer copy of the L/C issued by the Bank to check its consistency with this application. The Customer irrevocably agrees that failure to give a notice of objection about the contents of the L/C issued by the Bank within 5 banking days after the customer copy of the L/C is sent to the Customer shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the L/C.
10. It is the sole responsibility of the Customer to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the L/C; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the L/C relates and obtain all necessary documents, licences and approvals from any governmental or regulatory bodies and provide such documents, licences and/or approvals to the Bank upon request.

11. If the Customer instructs the Bank to permit T/T reimbursement under the L/C, the Bank is irrevocably authorised to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents under the L/C. The Customer shall bear all the relevant risks (including, without limitation, non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the L/C.
12. Where the L/C is transferable or assignable (whether expressly or impliedly), the Customer acknowledges that the beneficiary may assign or transfer the L/C or any benefit thereof to a third party without the prior consent of or notice to the Bank. The Customer agrees that the Bank shall be entitled to pay demands from any party who purports to be the assignee or transferee of the L/C without any obligation to verify or enquire whether such party is the legitimate assignee or transferee.
13. If the L/C provides to the effect that it may be transferable or assignable subject to the consent or agreement by the Customer, the Customer must first obtain the Bank's approval before it provides such consent or agreement to the transfer or assignment.
14. If the documents called for under the L/C do not include insurance policy(ies) or certificate(s), the Customer shall insure the goods or cause them to be insured for at least 110% of the invoice value and against all insurable risks and with the Bank as the loss payee of such insurance.
15. The Bank may (i) utilise documents presented under the L/C for the drawing of the Master L/C specified in this application; (ii) effect negotiation, prepayment, purchase or advance under the Master L/C (the "**Financing**"); (iii) directly apply the Financing proceeds of, or payment proceeds received under, the Master L/C to settle the Customer's obligations and liabilities under or arising out of the L/C, irrespective of any discrepancies or irregularities of the documents presented under the L/C (all of which are hereby waived).
16. The Customer certifies that no shipment or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any law, executive order, regulation or directive of the Government and/or authorities of the United States of America, the United Nations, any international organisation or any other relevant jurisdiction ("**Sanctions**"). Should any document presented involves any country, entity, vessel or individual listed in or otherwise subject to any Sanction, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information.
17. As continuing security for the Customer's obligations and liabilities to the Bank, the Bank shall have and the Customer hereby grants (i) a pledge and lien over the documents presented under the L/C (the "**Documents**"); and (ii) a pledge over the goods represented by the Documents insofar as such goods are in or come into the Bank's actual or constructive possession. The Bank has full authority (but no obligation) at the Bank's discretion to store and insure the pledged goods at the Customer's risk and cost. If the Customer fails to duly perform or discharge its obligations or liabilities to the Bank, the Bank is authorised to (at any time, without prior notice to or consent from the Customer or any other person and in such manner as the Bank thinks fit) sell, dispose of or otherwise deal with any of the Documents and the pledged goods. The Bank may apply the net proceeds of any sale, disposition or dealing of the Documents or the pledged goods in or towards the discharge of the Customer's obligations and liabilities to the Bank in such order and manner as the Bank may determine.
18. The Bank shall not be liable to the Customer for any action taken or not taken by it unless directly caused by the Bank's gross negligence or wilful misconduct. The Customer authorises the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the services extended by the Bank in this application. The Bank shall not be responsible or liable for any act, omission, default, negligence, insolvency or bankruptcy of any correspondent, agent or third party contractor, nor shall the Bank be responsible or liable for loss or delay of any documents in transit or in the possession of any correspondent, agent or third party contractor notwithstanding that the Bank may choose such correspondent, agent or third party contractor.
19. Any and all payments by the Customer shall be made in full and free and clear of and without deduction for any present or future taxes, including but not limited to transaction taxes (including GST, VAT or other similar taxes), levies, imposts (stamp duties, documentary taxes and other excises or property taxes), deductions, charges or withholding taxes, and all liabilities with respect thereto. If the Customer is required by law to make any such deduction or withholding from any or all payments, then such sum payable by the Customer in respect of such deduction or withholding shall be increased to the extent necessary so that the amount due from the Customer is an amount equal to the payment which would have been due had no such deduction or withholding been made or required to be made. The Customer will indemnify the Bank for any of the aforementioned taxes, levies, imposts, deductions, charges or withholdings paid by the Bank.
20. If the Customer includes two or more persons, the obligations and liabilities of these persons under this application shall be joint and several.
21. This application is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"), and the Customer agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.