

## Application for Documentary Credit

To : China Everbright Bank Co., Ltd., Hong Kong Branch

Applicant :  Address :  Account Number : Please contact :                      Tel.:		Date of Application :  Date and Place of Expiry :  Beneficiary (name and address)   Amount (in words and figures) :	
This irrevocable Documentary Credit (the "Credit") is to be dispatched by: <input type="checkbox"/> (Air) Mail <input type="checkbox"/> Full Telettransmission <input type="checkbox"/> Courier <input type="checkbox"/> Pre-Advice <input type="checkbox"/> Collect at your counter, Contact :                      Tel. :		This Credit is available with:  WITH <input type="checkbox"/> Issuing bank <input type="checkbox"/> Any bank <input type="checkbox"/> _____  BY <input type="checkbox"/> Negotiation <input type="checkbox"/> Acceptance <input type="checkbox"/> Sight Payment <input type="checkbox"/> Deferred Payment  AT <input type="checkbox"/> Sight <input type="checkbox"/> _____ days _____  Drafts drawn on (Not applicable to sight or deferred payment Credit) <input type="checkbox"/> Issuing bank <input type="checkbox"/> _____	
<input type="checkbox"/> The Credit is transferable <input type="checkbox"/> Confirmation is required (Charges for account of beneficiary)			
Partial shipments  <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	Transshipment  <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	Description of Goods :     <div style="float: right; text-align: right;"> <input type="checkbox"/> FOB                      <input type="checkbox"/> CFR  <input type="checkbox"/> CIF                      <input type="checkbox"/> FCA  <input type="checkbox"/> CPT                      <input type="checkbox"/> CIP  <input type="checkbox"/> Local Delivery  <input type="checkbox"/> Others Location _____         </div>	
<input type="checkbox"/> Insurance to be covered by <input type="checkbox"/> applicant (policy/cover note enclosed) <input type="checkbox"/> ultimate buyer <input type="checkbox"/> Please arrange insurance coverage for us covering : _____			
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 : _____			
Documents required: <input type="checkbox"/> Signed commercial invoice in _____ original(s) plus _____ copy(ies). <input type="checkbox"/> Full set of clean on board <input type="checkbox"/> Bills of Lading <input type="checkbox"/> Multimodal Transport Document plus _____ non-negotiable copy(ies) issued to the order of shipper, blank endorsed, notify <input type="checkbox"/> applicant <input type="checkbox"/> _____ and marked freight <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect and this Credit number. <input type="checkbox"/> Clean air waybill plus _____ copy(ies) consigned to <input type="checkbox"/> China Everbright Bank Co., Ltd., Hong Kong Branch <input type="checkbox"/> applicant, notify <input type="checkbox"/> applicant <input type="checkbox"/> _____ and marked airfreight <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect and this Credit number. <input type="checkbox"/> Cargo receipt issued, dated and signed by authorized signatory(ies) of the applicant whose signature must be in conformity with issuing bank's record certifying that the goods have been received in good order and conditions, showing the quantity, value of goods, date of receipt of goods and this Credit number and we agree that the document will be retained by you after payment to beneficiary. <input type="checkbox"/> Full set Insurance Policy or Certificate, blank endorsed, for 110% of CIF or CIP value of goods covering Institute Cargo Clauses ( <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Air Cargo), Institute War Clauses ( <input type="checkbox"/> Cargo <input type="checkbox"/> Air Cargo), Institute Strikes Clauses and Institute Theft, Pilferage and Non-delivery Clauses with claims payable at destination and in the currency of the Credit. <input type="checkbox"/> Signed packing list in _____ original(s) plus _____ copy(ies). <input type="checkbox"/> Other documents required: _____ <input type="checkbox"/> Additional documents and other conditions required are stated on the attached sheet(s) which form an integral part of this application.			
Documents to be presented through beneficiary's banker within _____ days after <input type="checkbox"/> shipment date <input type="checkbox"/> date of cargo receipt <input type="checkbox"/> _____ but within the validity of the Credit.			
Additional instructions: <input checked="" type="checkbox"/> Please debit our account with you for the charges and payment of drawing(s) under this Credit. <input type="checkbox"/> Please fix exchange rate. <input type="checkbox"/> All charges outside issuing bank's counter including reimbursement charges, if any, are for account of beneficiary. <input type="checkbox"/> Others: _____			
<input type="checkbox"/> <b>Trust Receipt ("T/R") Loan Application</b> Please book a T/R loan for the settlement of drawing(s) under this Credit. This T/R loan application is subject in all respects to the Pledge and Trust Receipt attached or Pledge and Master Trust Receipt Agreement previously signed and delivered to you by us, if any.			
<b>For Official Use Only</b>		<div style="text-align: right; padding-right: 20px;"> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">S.V.</div> </div>	
LC No.: Advising Bank : Reimbursement Bank : AML, PEP, ROT                      Data Entered                      Checked                      Approved Checked By:                      By:                      By:                      By:			
_____ Authorised Signature(s) and Company Chop			
_____			

THIS APPLICATION IS SUBJECT TO THE CONDITIONS SET OUT OVERLEAF.

### **Issuance Conditions of Application for Documentary Credit**

In consideration of the issuance of the Credit by China Everbright Bank Co., Ltd., Hong Kong Branch (the “**Bank**”), the applicant of this application (the “**Applicant**”) agrees to the following conditions:-

1. This application and the Credit to be issued are subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect from time to time (the “**UCP**”), Agreement and Indemnity Relating to The Opening of Documentary Credits, General Agreement by Customer(s) and other agreement(s) previously signed and delivered to the Bank by the Applicant, if any. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Applicant agrees that the Bank may, at its sole discretion and without reference to or consent from the Applicant, amend the terms and conditions of the Credit stated in this application and/or insert additional terms and conditions into the Credit as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the Credit.
3. The Applicant undertakes to pay the Bank any sum in connection with the Credit (including interests, costs, expenses and commissions) upon the Bank's request and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commission, reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the Credit, all irrespective of any alleged discrepancies in the presented documents and/or any fraud that may be alleged at any time or discovered subsequent to such payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank.
4. The documents and the goods are pledged to the Bank as security for the Applicant's liabilities and obligations to the Bank but the risks of the goods shall be with the Applicant at all times. The Applicant shall maintain or procure the ultimate buyer to maintain insurance coverage against loss and damage. Any insurance proceeds or sale proceeds payable to the Applicant shall be held by the Applicant in trust for the Bank.
5. All the terms and conditions of the Credit must be identical to that of the master credit detailed overleaf (“**Master Credit**”), if applicable, except as otherwise provided in this application or agreed by the Bank.
6. The Bank is irrevocably authorised (but is not obliged) to (i) utilise documents presented under the Credit for the drawing of the Master Credit; (ii) negotiate the documents presented, prepay the deferred payment undertaking incurred by the Bank or purchase the draft accepted by the Bank (the “**Financing**”) under the Master Credit; and (iii) directly apply the Financing proceeds to settle the corresponding drawing(s) under the Credit without first crediting such proceeds to the Applicant's account with the Bank, irrespective of discrepancies that may appear on the documents presented under the Credit (all of which, if any, are hereby waived).
7. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure clarity, enforceability or effectiveness of any terms or requirements incorporated in the Credit; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the Credit relates and obtain all necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which may arise out of such issues.
8. The Applicant undertakes to examine the customer copy of the Credit issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the Credit issued by the Bank within 5 calendar days after the customer copy of the Credit or subsequent amendment(s) is sent to the Applicant shall be deemed to have agreed to the contents of the Credit and waive any rights to raise objections or pursue any remedies against the Bank in respect of the Credit.
9. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the Credit notwithstanding that the Applicant may have waived such discrepancy.
10. If the Applicant instructs the Bank to permit T/T reimbursement, 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. The Applicant shall bear all the relevant risks (including non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the Credit.
11. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the Credit.
12. The Applicant further undertakes that it 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 or actions which the Bank or the Bank's delegate(s) may incur or suffer under or in connection with this application and the Credit.
13. The Applicant undertakes that it will, upon demand by the Bank, provide further security in form and value in the opinion of the Bank sufficient to secure any of the Applicant's liabilities and obligations owing to the Bank.
14. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several.
15. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.