

APPLICATION TO OPEN A DOCUMENTARY CREDIT

TO MEGA INTERNATIONAL COMMERCIAL BANK
PUBLIC COMPANY LIMITED

☐Head Office ☐Chonburi Br. ☐Bangna Br. ☐Ban Pong Br.

You are hereby requested to issue an IRREVOCABLE credit by SWIFT/TELEX or AIR MAIL with FULL details.

For Bank Use Only
Credit No.
Approved by

(20) L/C No.	(31 C) Date of issue	(31 D) Expiry Date: Place: in the country of the beneficiary.
Advising Bank		(50) Applicant
(32 B) Amount	(59) Beneficiary	
(39)		

We hereby issue in your favor this documentary credit which is available

(41 D) with any bank/yourself/by negotiation SIGHT

(42) draft at _____ AFTER B/L DATE

for 100% of invoice value drawn on the MegaICBC PCL against the following condition and documents required:

(43 P) Partial Shipments ☐ Allowed ☐ Prohibited

(43 T) Transshipment ☐ Allowed ☐ Prohibited

(44) Despatch/Shipment from _____ to _____ not later than _____

(45 A) Shipment of (goods)

Details as per proforma invoice No. _____

Price Terms: ☐ FOB _____ ☐ CFR Bangkok ☐ CIF Bangkok ☐ _____

(46 A) Documents Requested:

() Signed Commercial Invoice in _____ originals indicating FOB price, freight charge and insurance premium separately,

() 2/3 Set of original/Full set of original shipped on board Ocean Bills of Lading made out to order of Mega International Commercial Bank PCL notifying the Applicant with full address, marked “Freight Prepaid/Collect”, and indicating L/C No., and Invoice No.

() Clean Air Waybill/Air/Sea Parcel Post Receipt consigned to Mega International Commercial Bank PCL notifying the Applicant with full address, marked “Freight Prepaid/Collect”, and indicating L/C No., and Invoice No.

() Packing List in _____ originals.

() Beneficiary’s Certificate stating that 1/3 Set of Original B/L and one complete set of non-negotiable documents have been sent direct to the Applicant by _____ within _____ days after the shipment is effected.

() Insurance Policy or Certificate issued by insurance company in duplicate, endorsed in blank, for 110% of full invoice value indicated claim agent with full address in Bangkok, covering Institute Cargo Clauses()

() Other documents

(47 A) Special Conditions:

+ The draft(s) must bear the clause: “Drawn under Documentary Credit No. (as indicated above) of Mega International Commercial Bank PCL”, and must pay to order of the name of and be endorsed by the Negotiating Bank, and all documents must bear this credit number.

+ The Shipping Documents must be presented for negotiation within 7 days after shipment date, but not later than the validity of this L/C.

(71 B) All banking charges outside of Thailand and reimbursement fee are for beneficiary's account.

(49) Confirmation Instructions: ☐ Confirm ☐ Without

(78) Instruction to the Negotiating Bank:

+ All documents are to be despatched to us in one set by courier service.

+ After receipt of the documents in conforming with the terms of this credit, we shall remit proceeds according to your instructions.

(72) For Advising Bank: please deliver this instrument against advising fee paid if not, we will not pay such a charge.

AGREEMENT

1. In consideration of your issuing the above Letter of Credit, I/We hereby undertake to:
- a. accept upon presentation and pay at your office at maturity the drafts drawn on me/us under this Letter of Credit, or
 - b. pay to you before maturity sufficient funds to meet all your or your agents' or your correspondents' payment and /or acceptances for drafts to be drawn on you or your agents or your correspondents under this Letter of Credit.
2. I/We hereby pledge to you all goods, documents, policies and proceeds under this Letter of Credit as security for any obligations or liabilities present or future incurred by you under or arising out of this Letter of Credit and I/we hereby agree that you, your agents or your correspondents are authorized at your absolute discretion to sell the goods without notice to me/us. Furthermore, I/We undertake to pay to you on demand any amount of deficiency remaining after such sale. I/We hereby further agree that the claims for the return of the related documents, of which the consignee shall be you or your agent, and of any balances of the exchange securities and deposit made under this Letter of Credit shall be deemed to be pledged in favour of your goodselves as security for any of our indebtedness and liability under this agreement.
3. I/We undertake to keep the goods adequately covered by Policies of Marine, War, Fire and other usual risks in approved companies and to assign the insurance policy or policies to you and to lodge with you or produce the policy(ies) if called upon to do so. You may, but are not under obligation to, insure the goods at the expenses of the undersigned should you find it necessary.
4. I/We further undertake to sign, execute and deliver any transfer deeds or documents which you may require me/us to sign, execute and deliver for perfecting your title to the said goods and/or for vesting the same in or delivering the same to any purchaser or purchasers from you.
5. I/We agree that you or your agents or your correspondents are obliged only to verify that the drafts and/or the relative documents are, in the discretion of yourselves or your agents or your correspondents, appear to be correct on their face: and I/we agree to duly accept and pay the drafts, as stated in 1.a. above, and/or to pay to you sufficient funds as stated in 1.b. above, even if such drafts and/or documents should in fact prove to be incorrect, forged or otherwise defective, in which case no responsibility shall rest with you, your agents or your correspondents, and I/we further agree that you or your agents or your correspondents are not responsible for any errors or delays in transmission or interpretation of said Letter of Credit, or for the loss or late or non-arrival of part or all the aforesaid documents, or for the quality, quantity or value of the goods represented by same, or for any loss or damage which may happen to said goods, whether during its transit by sea or land, or after its arrival, or by reason of the non-insurance or insufficient insurance thereof, or by whatever cause, or for the stoppage or detention thereof by the shipper or any party whosoever.
6. I/We agree that the rights and powers conferred by this agreement are in addition to and without prejudice to any other securities which you may now or hereafter hold and this agreements is binding on the undersigned, his/her/their successors and assigns, and shall continue in force and be applicable to all transactions and shall be enforceable by you, your successors and assigns, notwithstanding any change in the individuals composing my/our firm or otherwise.
7. I/We agree that this Letter of Credit is opened entirely at my/our own risk and hereby undertake to indemnify you against all losses, costs, damages, expenses, claims and demands which you may incur or sustain by reason of your opening this Letter of Credit.
8. In case of extension or renewal of this Letter of Credit or modification of any kind in its term, I/We agree to be bound for the full term of such extension or renewal, and notwithstanding any such modification.
9. I/We undertake to pay you all expenses, commission or charges and interest on face amount of the draft(s) or on any amount paid by you, your agents, or your correspondents under this Letter of Credit, at the rate of 15% p.a., or at any rate you deem appropriate, from the date of draft or from the date of your, your agents' or your correspondents' payment until the arrival of the return remittance at your, your agents' or your correspondents' office.
10. I/We hereby bind myself/ourselves to settle exchange on draft drawn or payment made under this Letter of Credit with your goodselves on or before due date or whenever you deem it fit, at the then prevailing rate of exchange.
11. In case this application is signed by two or more, all promises or agreements made hereunder shall be jointly and severally.
12. I/We hereby agree that this Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits(2007 Revision), International Chamber of Commerce Publication No.600.
13. If Bill of Exchange and/or Documents bears European single currency(EURO) or the national currency unit of those European Union Member states participating in European Economic and Monetary Union, L/C Application agrees to ICC decision no.470/822 revision of April 6,1998.

Date_____Signature_____

APPLICANT

GUARANTEE

TO MEGA INTERNATIONAL COMMERCIAL BANK PUBLIC COMPANY LIMITED

I/We hereby guarantee not only as surety, but also as joint debtor, the fulfilment of the promises and agreements contained therein, and I/we hereby declare to be jointly and severally bound with the applicant the fulfilment of the promises and agreements contained herein. I/We hereby fully agree to all extensions, renewals and modifications to be granted by you with or without my/our acknowledgement. In the event of default I/We promise to make good and pay on demand any loss or damage suffered by you, waiving hereby expressly any defence that may be interposed to any claim or action thereon, or hereon, especially my /our obligation as a guarantor shall not be discharged even in case I/We, owing to your own act, cannot be subrogated wholly or partially into your rights, pledges and preferential rights which have been given before or at this date of guarantee.

Guarantor(s) _____

Date_____