



Date _____

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

TO: BANK OF CHINA LIMITED, SINGAPORE BRANCH

Bank Use Only
DC No. _____

Please issue Documentary Credit by Full Telex

Advising Bank (name & address) _____

Expiry date _____

to also act as confirming bank, whereupon the confirmation charge is to be paid (without prejudice to any of your rights in the Agreement and Indemnity overleaf) by:

in the Beneficiary's Country _____

Beneficiary Me/us

Applicant (full name & address) _____

Beneficiary (full name & address) _____

Current A/C No. _____

Tel No. _____

Tel No. _____

Contact person _____

Currency and Amount (in words & figures) _____

Partial Shipment Allowed Not allowed
Transshipments Allowed Not allowed

Shipment from _____

Trade Term _____

to _____

Credit available _____
against presentation of the documents detailed herein and draft(s) at sight drawn on issuing bank for full invoice value.

Latest shipment date _____

Documents required are marked with an "✓" (in three fold unless otherwise specified)

- Signed Commercial Invoice
- Packing List
- Certificate of _____ origin
- Insurance policy or certificate in duplicate endorsed in blank, with claims payable in Singapore for 110% of invoice value, covering Institute Cargo Clauses (A), Institute War Clauses and Institute Strike Clauses. Transshipment risks to be covered if applicable.
- Air waybills consigned to Bank of China Limited, Singapore Branch marked Freight Prepaid/Collect and notify applicant.
- Full set of 3/3 originals and 3 non-negotiable copies of clean 'on board' ocean bills of lading made out to order of Bank of China Limited, Singapore Branch, marked Freight Prepaid/Collect and notify applicant.

Evidencing shipment of _____

Other terms and conditions (Please mark "✓" if applicable)

- All banking charges including reimbursement charges outside Singapore are for account of beneficiary.
- Insurance will be covered by me/us under open cover/cover note. Cover No. _____ Insurance No. _____
- Special instructions _____

I/We hereby undertake and agree that the Agreement and Indemnity overleaf shall apply to this Credit.

Authorised signature(s) & company stamp of Applicant

Bank Use Only			
A/c No.	_____	Bills No.	_____
Date	_____	Remarks	_____
@	S\$ _____		
Margin (%)	_____	Approved by	Recorded by
Commission (%)	_____	_____	_____
Postage/Cable	_____	Checked by	Signature(s) verified by
Total	S\$ _____	_____	_____

AGREEMENT AND INDEMNITY

IN CONSIDERATION of you, Bank of China Limited, Singapore Branch, agreeing at my/our request to issue a Credit, including the one applied for overleaf, I/we HEREBY AGREE AND/OR UNDERTAKE:

1. to promptly on demand pay (or accept on presentation and pay at maturity) to you against all drafts purporting to be drawn, and/or documents purporting to be presented, under or in accordance with the Credit, together with commission, bank charges and interest at the prevailing rate from the time payment is made by you in connection with or under the Credit and/or any draft called for in the Credit to the time I/we repay you in full all such payment or I/we fully discharge all outstanding obligations owing to you under this agreement, whichever is later;
2. to promptly on demand indemnify you and hold you harmless from and against any losses, damages, claims, demands, liabilities, judgements, proceedings, costs, charges and expenses of whatsoever kind, nature, amount or description:
 - which you may incur or sustain as a result of or in connection with the Credit (including any prepayment of the Credit) and to provide you with sufficient funds promptly on demand with which to meet all payments made by you and/or your correspondent banks together with interest, commission, disbursements and expenses of whatsoever nature due to or incurred or defrayed by you and/or your correspondent banks in relation to the Credit;
 - which you may incur or sustain in perfecting or exercising any rights hereunder, including your taking possession of the received documents and/or underlying goods, and in respect of any action or omission relating to the underlying goods including any claim against you by reason of any defect in my/our title to the underlying goods;
 - for any and all errors, delays, omissions or inaccuracies that may happen in the transmission or interpretation of instructions or for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document(s) submitted if apparently in order, or for the loss or delay in forwarding the documents or for the loss or late or non-arrival of part or all of the said documents; and
 - in relation to goods shipped whether during its transit by sea, land, air or otherwise or after its arrival or by reason of the non-insurance or insufficient insurance thereof or for the stoppage, deviation or detention thereof by the shipper, or any party whatsoever, for any deficiency or defect in quality, quantity, weight, or value thereof represented by such documents;
3. that WITHOUT PREJUDICE to the generality of my/our aforesaid indemnity, YOU ARE IRREVOCABLY AUTHORISED:
 - to accept, prepay and/or pay on my/our account against all drafts purporting to be drawn, and/or documents purporting to be presented, under or in accordance with the Credit. I/we also confirm that you may, if you so wish, prepay the deferred payment undertaking incurred by you or the drafts accepted by you to the beneficiary prior to maturity of the Credit;
 - at any time without prior notice to me/us, to debit my/our accounts (whether current or otherwise) and/or to debit the balance of my/our overdraft facility by way of payment in advance of all outstandings in respect of the said Credit, fees, commissions, charges, costs and expenses and all other moneys due from me/us in connection with this agreement provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in my/our current account). If such debiting causes my/our account to be overdrawn, interest shall be payable accordingly. Such advance payment is absolute, unconditional and non-refundable under any circumstances, and we confirm that we have no further title, interests, rights or benefits to the moneys comprising such advance payment;
 - to charge me/us your commission on the Credit amount (which is non-refundable in any circumstances including any discharge or cancellation of the Credit before its expiry date);
 - at your discretion and without any notice to or demand on me/us, to set-off or transfer any sum or sums standing to the credit in one or more of my/our account(s) or to debit against any of my/our account(s), whether in Singapore or elsewhere and whether in Singapore Dollars or a foreign currency, any sum or sums of money which you may pay in respect of the Credit and I/we authorise you to effect any necessary conversions at your own rate(s) of conversion then prevailing; and
 - and each of your officers, as may from time to time be in charge of my/our accounts, is irrevocably authorised to be my/our agent and in my/our name execute and deliver all documents and do all acts as you or such officer deems desirable for perfecting your security over the underlying goods or for the purpose of exercising any rights hereunder;
4. that all moneys payable hereunder by me/us to you shall be paid to you in full and free of any present or future taxes, levies, duties, charges, fees or withholdings and without set-off or counter-claim or any restriction, condition or deduction whatsoever but shall be paid alongside interest from the date the costs and expenses are incurred to the date of full payment at such rate as you may prescribe;
5. to procure promptly any permit or licence required or deemed to be required by you for the import, export or shipping of any and all properly shipped under or pursuant to or in connection with the Credit or for the remittance, transfer and payment of the proceeds of the underlying goods and to comply with any and all foreign and domestic government regulations in regard to the import, export or shipment of any and all such goods or the financing thereof, and to furnish the permits, licences and like documents in that respect as you may at any time require, authorising and indemnifying you and your correspondent banks to comply with, fulfil and perform any and all conditions and requirements prescribed by foreign and domestic laws and regulations governing or deemed by you and/or your correspondent banks to be applicable to such matters;
6. (a) if requested by you, to keep the underlying goods insured against all insurable risks in the full value of the goods and in full protection of your interests thereto, on terms and with insurers acceptable to you, and to assign the policies or certificates of insurance to you, or to name you as the loss payee, beneficiary or co-insured in the insurance policy, and to require the insurer to notify you at least one month prior to exercising any right to cancel or terminate any such insurance(s) as you may from time to time require; (b) to obtain your prior written consent before cancelling or terminating any insurance(s); (c) to punctually pay all premiums and other sums payable in respect of all insurance(s) effected by me/us; (d) to comply with all warranties or other requirements relating thereto; and (e) to produce to (or, if required, deposit with) you on demand all or any of the relevant policies and the receipts for the last premiums payable thereunder. In the event that any moneys arising under such insurance are paid to us, I/we shall forthwith pay them to you without deduction or detention and until so paid to hold such moneys to your order and on your behalf. I/we authorise you to retain all moneys arising under such insurance whether paid directly to you by the insurers or by me/us and in your absolute discretion to retain such moneys until all the sums payable in respect of the Credit have been paid or to set off such moneys against any moneys from time to time owing under the Credit whether then due and owing or not. Where any insurance has expired, been cancelled or terminated, you shall be entitled to renew it or, at your option, to effect a new insurance of the underlying goods or other property for my/our account until such time as you deem necessary;
7. to comply with all governmental and/or bank association rules, regulations and tariffs in respect of exchange control and monetary transfers;
8. to accept as sufficient presentation, delivery and service of all drafts, documents, notices and other communications when such drafts, documents, notices and other communications have been despatched by you to my/our address by post, messenger or such other means as you deem appropriate;

9. that where this indemnity is signed by or on behalf of more than one person, all the covenants and conditions made hereunder shall be deemed to have been made by us jointly and severally, in the manner and with the same effect as if each of us had signed a separate application;
10. that the delivery of the documents of title to the underlying goods with or without the drafts by you to me/us against a trust receipt or other form of security affecting the underlying goods contained therein or without security as the case may be, shall neither release me/us from my/our undertakings and obligations herein nor prejudice any of your rights and powers that you may enforce independently, including any security given by me/us to you;
11. to, unless otherwise agreed in writing, deposit with or pay to you on demand, either before or after the issuance of the Credit, such sums or moneys as you may from time to time require in your sole discretion for the purpose of security, additional security (where security has been given) or for any other reason for which you may think it advisable or necessary, and I/we shall execute, complete and deliver to you the corresponding documentation in connection with security/additional security;
12. without prejudice to any other security and rights to set-off created herein, and any additional rights and powers at law or in equity in your favour, I/we agree to pledge and do hereby pledge to you as security for all my/our payment obligations and/or liabilities arising under or in connection with the Credit, under this agreement and any other actual or contingent liabilities that may be owing by us to you, any and all documents (including but not limited to, bills of lading, air waybills, any other carriage documents, warehouse receipts, cargo receipts, insurance policies and certificates and any other documents) received by you or your correspondent banks under the Credit (hereafter, the 'received documents') and the goods shipped under, pursuant to or in connection with the Credit (hereafter, the 'underlying goods'), including such received documents and underlying goods as may be in transit by whatever mode to or from you. I/We irrevocably acknowledge that you shall have the right of possession over the underlying goods and the received documents and/or that the underlying goods have been duly attorned to you. I/We also hereby recognise and admit your special property in and unqualified right to the possession and disposal of the received documents and in and to the underlying goods. You are entitled to sell, transfer or otherwise dispose of all or any part of the received documents and/or underlying goods in the event of default of any payment by me/us pursuant to any liability arising hereunder or any other breach of this agreement in any manner (whether by public auction, private treaty or otherwise) you deem appropriate without notice to us, and in and to the proceeds of each and all of the foregoing, until such time as all my/our obligations and liabilities to you at any time existing under or pursuant to the Credit and this agreement have been fully paid and discharged, pending which your rights hereunder shall not be prejudiced notwithstanding any substitution of received documents or underlying goods or if you should release any such received documents and/or underlying goods to us, in which case I/we shall in addition hold the received documents and/or underlying goods on trust for your benefit. In the event that any received documents or underlying goods should suffer any decline in value, I/we will upon demand deliver to you additional collateral to your satisfaction. I/We acknowledge and recognise that the right to claim for the return, release, delivery and redelivery of the received documents or the underlying goods is solely vested with you, subject to any instructions by you to release the received documents or the underlying goods pursuant to the terms set out herein to any party named by you. I/We agree and acknowledge that the pledge so created herein is a general and not specific pledge covering all my/our secured obligations. I/We acknowledge and agree that the security interest over the received documents and the underlying goods shall apply to and be exercisable against all the received documents and the underlying goods, as though the security interest over the received documents and the underlying goods is expressly conferred on you in every instance where and just prior to the time the received documents or the underlying goods are received at the warehouse, in accordance with the terms set out herein. I/We irrevocably authorise you to take any measures, including giving notices of the transfer of the right over the received documents or the underlying goods to any warehouse or tank operator or collateral manager on my/our behalf, which are or will be necessary to protect your security interest over the received documents or the underlying goods without prejudice to your right to do so in your own capacity. I/We undertake that I/we shall from time to time promptly deliver and/or procure the delivery of the relevant received documents or underlying goods to your possession and/or your servants, agents or nominees whether in Singapore or elsewhere;
13. that I/we shall, where necessary, procure and obtain the necessary blank or special endorsement of bills of lading presented under or in connection with the Credit and written attornments or receipts from any third party, including warehouse keepers, in your favour;
14. to warrant that I/we are, or will following shipment of the underlying goods, be the sole owner of such goods and will take all necessary steps to assert my/our rights of ownership vis-à-vis the Carrier and any other third party on your behalf;
15. that, on the arrival of the underlying goods, you shall be at liberty to have them warehoused in your name and insured against fire, theft and pilferage at my/our cost and expense, but that there shall be no such obligation on you to so warehouse and insure and you will be in no way responsible for any loss or damage entailed by your omission to so warehouse and insure;
16. to promptly do all such acts and execute all such received documents (including assignments, transfers, mortgages, charges, notices and instructions) as you may require for perfecting your security to the underlying goods and the said received documents and/or for vesting the same to any prospective purchaser(s);
17. that any demand, notification or statement issued by your officer as to the moneys and liabilities for the time being sustained/suffered by you shall be binding and conclusive evidence on me/us as to the amount I/we am/are liable to indemnify you, save for manifest error;
18. that the indemnity given by me/us to you herein shall not in any way be prejudiced or affected by any act, omission, matter or thing including my/our death/bankruptcy/incapacity or our entering into a settlement of our debts with our creditors, by the appointment of a receiver or a judicial manager or other similar officer in respect of our affairs or by our being ordered to wind up; that if any of the provisions of this indemnity becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired;
19. that my/our obligations and liabilities under this agreement shall remain and continue to remain enforceable, valid and binding on me/us until all moneys and liabilities owing to you have been fully paid, satisfied or discharged;
20. that you may, at your sole and absolute discretion and without giving notice to me/us, convert at any time into any currency at your prevailing rate of exchange all sum or sums due hereunder, under the Credit or under any drafts or documents negotiated thereunder. I/we will as a separate and independent obligation indemnify you against any cost, loss or liability arising out of or as a result of the conversion, which includes the discrepancy where such conversion falls short of the amount and currency expressed to be due under or in connection with this agreement or the Credit;
21. that neither you nor any of your correspondents shall be responsible for:
 - the correctness of the description, existence, character, quality, quantity, condition, packing, value or delivery of the underlying goods;
 - any difference in character, quality, quantity, condition or value of the underlying goods from that expressed in documents;
 - the genuineness of received documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged;
 - failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation; or failure of any person to surrender or to take up the Credit or to send forward documents as required by the terms of Credit;

- from any ambiguity in any instructions given to you whether by us or another party;
 - any errors, omissions, interruptions or delays in transmission or delivery of any messages, mail, cable, telegraph, wireless or otherwise whether or not they may be in cipher; and
 - any act, error, neglect or default, omission, insolvency or failure in business of any of your correspondent banks, and that the happening of any one or more of the contingencies referred to in this paragraph shall not affect, impair or prevent the vesting of any of your rights or powers hereunder. It is hereby further agreed that any acts or omission taken or suffered by you, or by any of your correspondent banks, under or in connection with the Credit, the received documents or the underlying goods shall be binding upon us and shall not place you or any of your correspondents under any liability to us;
- 22. that in the case of an event having a material adverse effect, including any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, transfer of currencies or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, re-denomination, de-monetisation and/or any form of restriction or requirement which in your opinion adversely alters the rights or obligations undertaken by you in relation to the Credit or drafts or documents negotiated thereunder, you or your correspondent bank shall have the sole discretion to effect payment under the Credit or drafts or documents negotiated thereunder in any alternative currency at such exchange rate as you or your correspondent bank may determine in your discretion. In addition, any such action will bind us and we shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by you or your correspondent bank;**
- 23. that this Credit shall be subject to the provisions of the Uniform Customs and Practice for Documentary Credits (2007 Revision – International Chamber of Commerce Publication No. 600) ('UCP600') and any modification thereof for the time being in force. In the event of any inconsistency, the terms & conditions herein and the laws of Singapore shall prevail, with the provisions of the UCP600 deemed to be expressly excluded to the extent of such inconsistency;**
- 24. that unless expressly provided to the contrary in this indemnity, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, to enforce or to enjoy the benefit of any term of this indemnity. Notwithstanding any term of this indemnity, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this indemnity;**
- 25. that without prejudice to your right or the right of your correspondent bank to disclose information relating to me/us whether under the common law or the Banking Act or in any other terms and conditions that may govern my/our relationship and/or dealings with you or your correspondent bank, I/we hereby authorise and permit you, your correspondent bank and any of your respective officers (as defined in the Banking Act) to disclose to:**
- any of your subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;
 - any insurer or insurance broker (whether of you or your correspondent bank or otherwise) on a confidential basis;
 - any regulatory, supervisory or other authority, court of law, tribunal or person, whether in Singapore or any other jurisdiction, where such disclosure is required by law, regulation, judgement or order of court or order of any tribunal; and
 - any other person:
 - to (or through) whom you or your correspondent bank may assign or transfer (or may potentially assign or transfer) all or any of your respective rights and obligation under the Credit and any terms and conditions between me/us and any of that assignee's or transferee's officers (as defined in the Banking Act), subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;
 - with (or through) whom you or your correspondent bank enter into (or may potentially enter into) any subparticipation or hedging agreement in relation to, or any other transaction under which payments are to be made by reference to, the Credit or me/us (each a 'counterparty'), and any of that counterparty's officers (as defined in the Banking Act), subsidiaries, holding company, related corporations, affiliates, head office, branches, professional advisers, auditors, partners and representatives, whether in Singapore or any other jurisdiction;
 - to whom such disclosure is reasonably considered by you or your correspondent bank to be necessary;
 - with my/our prior consent;
 - who has undertaken liability or provided security in relation to the Credit (if any);
 - to the extent required for the purpose of any litigation, arbitration, regulatory proceedings, investigations or procedure;
 - to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; and/or
 - to whom you or your correspondent bank are under a duty to disclose, any information (including personal data) about me/us and the Credit as you or your correspondent bank or any of your respective officers shall consider appropriate.

I/We confirm that you or your correspondent bank are authorised to verify or make checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institution, on me/us or any obligor as you or your correspondent bank may deem fit. This Clause is not and shall not be deemed to constitute, an express or implied agreement by you or your correspondent bank with me/us for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Banking Act;

- 26. that this agreement shall be governed by and construed in all respects in accordance with the laws of Singapore. The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this indemnity (including a dispute regarding the existence, validity or termination of this indemnity)(a 'Dispute'). Notwithstanding the foregoing, I/we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, I/we may take concurrent proceedings in any number of jurisdictions;**
- 27. that unless a contrary indication appears, any reference in this agreement to:**
- 'Banking Act' means the Banking Act (Chapter 19) of Singapore;
 - 'Credit' means primarily the irrevocable documentary credit applied overleaf, but also includes all increases in the credited amount and the credit as renewed, amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerously) or replaced;
 - 'you', 'I/we' or 'me/us' includes all successors in title, permitted assigns and permitted transferees to, or of, the relevant rights and/or obligations under this agreement.
 - 'beneficiary' includes all successors in title, permitted assigns and permitted transferees to, or of, the relevant rights and/or obligations under the Credit; and
 - I/we' or 'me/us' includes any individual, firm, company, corporation, government, state or agency of a state or any associate, trust, joint venture, consortium or partnership (whether or not having separate legal personality).