

TO : THE SIAM COMMERCIAL BANK PUBLIC COMPANY LIMITED

We hereby request you to issue for our account an irrevocable letter of credit as per the details and instructions below:

Date

DD/MM/YYYY

Applicant's Name and Full Address:

 Contact Person: _____
 Tel. _____ Fax. _____
 A/C NO. _____

Amount in Figure & Word:

Currency _____ Amount in Figure _____
 Amount in Word _____
 Plus/Minus _____ % Plus _____ % Minus _____ %
Expiry Date: / /
DD/MM/YYYY
 (In beneficiary's country unless otherwise stated)

Beneficiary's Name and Full Address:

 Tel. _____ Fax. _____

Partial Shipment:

Allowed Not Allowed

Transshipment:

Allowed Not Allowed

Trade Terms:

EXW FOB CFR CIF FAS FCA
 CPT CIP DAP DAT DDP _____

Advising Bank and Address:

 SWIFT BIC (if any): _____

Request to add confirmation to this credit, confirmation commission is for account of Applicant Beneficiary

This Letter of Credit is transferable.

Shipment From:

Place of Receipt: (if any)

 Port of Loading:

Shipment To:

Port of Discharge:
 Bangkok Laem Chabang

 Place of Final Destination : (if any)

Latest Shipment Date:

/ /
DD/MM/YYYY

Credit available by beneficiary's draft(s) in duplicate at sight at _____ days _____ drawn on a Bank designated by the Issuing Bank and accompanied by documents details herein.

- Signed Commercial invoice in _____ original(s) and _____ copy(ies) indicating FOB value, freight charges and insurance premium.
- Full set of clean on board** Bill of Lading Multimodal Transport Document made out or endorsed to the order of the Siam Commercial Bank Public Company Limited marked "Freight Prepaid Collect", notify the applicant with full address and indicate the number of the letter of credit, plus _____ non-negotiable copies.
- Air Waybills** made out in the name of The Siam Commercial Bank Public Company Limited marked "Freight Prepaid Collect", notify the applicant with full address and indicate the number of the letter of credit.
- Insurance Policies or Certificates in duplicate for 110 % of invoice value blank endorsed with claim payable in Bangkok in the same currency of the letter of credit covering
 - Institute cargo clauses (A) (B) (C) Institute war clauses (Cargo) and Institute strike clauses (Cargo)
 - Institute theft, pilferage and non-delivery clauses Institute cargo clauses (Air)
 - Others (please specify) _____
- Packing List in _____ original(s) and _____ copy(ies), indicating (if any) _____
- Certificate of Origin in _____ original(s) and _____ copy(ies)
- Beneficiary's certificate certifying that _____
- Others (please specify) _____

Others as per attachment

Goods Brief Description of Goods

Others as per attachment

Documents to be presented within _____ days after the date of shipment but within the expiry date of the credit.

All bank charges including reimbursement commissions and other expenses incurred outside Thailand are for the account of: Applicant Beneficiary

Special Conditions

Others as per attachment

We fully agree with you the issuance of the above irrevocable letter of credit which is to be issued subject to the terms and conditions stated overleaf to which we have read, understood and agreed.

For Bank Use Only

L/C No. _____

Approved: _____

Authorized Signature(s) and Company Seal (if any)

We, the applicant, hereby agree, and will comply, with the following terms and conditions (the "T&C") which apply to each Letter of Credit (the "Credit") stated in the application form overleaf :

1. **Authorization to honor:** We authorize you to honor for our account against all documents purporting to be presented under this Credit and, if applicable, all drafts purporting to be drawn under the Credit.
2. **Undertaking:** We agree to honor at maturity all drafts drawn or purporting to be drawn in accordance with the terms of the Credit.
3. **Repayment and reimbursement:** We agree to repay or reimburse you monies paid or to be paid by you pursuant to the Credit, at the rate of exchange then customarily charged by you in similar circumstances.
4. **Commission:** We shall pay you on demand a commission or fee at such rate as you may fix and all expenses and charges paid or incurred by you in connection with the Credit, together with interest where chargeable.
5. **Security:** We agree that all goods covered by the Credit shall remain in your possession and hereby grant to you security interest over such goods by way of pledge until such time as all our obligations and liabilities to you under or in connection with the T&C or the Credit have been fully paid and auction or private contract, upon the occurrence of our breach of any term of the T&C or the Credit, and to apply the net proceeds thereof towards the payment, repayment or reimbursement of any sum owed by us to you. For these purposes, we:
 - (i) irrevocably appoint you to be in charge of our accounts, to be our attorney, and in our name to execute and deliver all documents and do all acts as you deem desirable for perfecting your security interest over the goods or for the purpose of exercising any rights hereunder including transferring the goods to the purchaser thereof;
 - (ii) shall not create encumbrance of any kind over or dispose of any or all of the goods;
 - (iii) undertake to sign, execute and deliver any transfers, deeds or documents which you may require us to sign, execute and deliver for perfecting your title to the goods and the documents and for vesting the same to any purchaser from you.
6. **Import and export licensing:** We undertake to procure any necessary import and export or other licenses for the import or export or shipping of the goods and to comply with all foreign and domestic governmental regulations in regard to the shipment of the goods or the financing thereof, and to furnish such certificates in that respect as you may at any time require.
7. **Insurance:** We agree to keep the goods covered by insurance satisfactory to you, and, at your request, to assign the policies or certificates of insurance to you, or make the loss or adjustment, if any, payable to you and to furnish you with evidence of acceptance by the insurers of such assignments.
8. **Exclusion of liability:** We agree that you or a nominated bank who honors or negotiates a complying presentation of documents under the Credit shall only be bound to examine the documents presented under the Credit to ascertain whether or not they appear on their face to be in accordance with the terms of the Credit and that neither you nor a nominated bank shall be responsible for:
 - (i) the correctness of, and difference in, the description, quantity, quality or value of the goods as stated, or from that stated, in invoices or bills of lading or other documents and the validity, accuracy, genuineness, terms or sufficiency of any document tendered;
 - (ii) delay in arrival or failure to arrive of either the goods or any document relating thereto or delay or error in transmission or non-delivery of any transmitted messages to or from a nominated bank or delay in transmission or loss of documents through the post or for delay, loss or damage to the goods;
 - (iii) any breach of contract between the shippers or vendors and the consignees or buyers or us or any of them;
 - (iv) any action taken or omitted to be taken in good faith by you under or in connection with the Credit; and
 - (v) any non-receipt by beneficiaries of funds or sums payable under the Credit as a result of any law, control, sanction or restriction exercised or implemented by any governmental authority for which we have no control of.
9. **Supporting documents:** In the event that we submit any supporting document to you (including proforma invoices, sales contracts, purchase orders and the like), you will not be required to attach, nor include, these supporting documents to, or as part of, the Credit, regardless of whether or not there exists any discrepancy on any matter between these supporting documents and the relevant invoice referred to in the Credit, and you shall have no liability whatsoever to any person in respect of such non-attachment and discrepancy.
10. **Default interest:** In the event we default in payment, repayment or reimbursement of any sum for which we may be or become liable to pay, repay or reimburse you under or in connection with the Credit or the T&C, we agree to pay you interest thereon at the maximum default rate chargeable by you on a customer of the type similar to us at such time as permitted by any relevant announcement or notification of the Bank of Thailand.
11. **Set-off:** We authorize you to debit any of our accounts with you, and set-off all balances standing in those accounts, against and in settlement of any money for which we may be or become liable to pay, repay or reimburse you under or in connection with the Credit or the T&C.
12. **Indemnity:** We undertake to indemnify you against all losses, costs, damages, claims, and demands which you may incur or sustain by reason of your issuing or establishing, or exercising any right under, this Credit and to provide you with funds on demand with which to meet all payments made by you or by a nominated bank and all drafts drawn on or honored by you or by a nominated bank, together with all interest, commission, charges, disbursements and expenses of whatsoever nature due to or incurred by you and by a nominated bank in relation to the Credit.
13. **Joint and several:** In the case where the application overleaf is signed by two or more persons, all obligations, undertakings, agreements, indebtedness and liabilities of all these persons under the Credit and these T&C towards you shall be on a joint and several basis.
14. **UCP rules:** Unless otherwise expressly provided in the Credit itself or in the application form overleaf, the Credit shall be subject to the latest version or revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication, in effect at time of its issuance.
15. **Governing law:** Each Credit and the T&C shall be governed by, and construed in accordance with, the law of Thailand.
16. **Collection, Use and Disclosure of Data:** (i) For the use of your services, including the request for issuance of documentary credit under the application, you will collect, use and disclose our personal data and/or any other person's personal data provided by us to you for the purpose of providing services including issuing the documentary credit in accordance with the application and any other purposes as prescribed in your Privacy Notice. To understand how you collect, use and disclose personal data and the data owner's rights in accordance with the Personal Data Protection Law, we may further read such Privacy Notice as announced by you on your website namely www.scb.co.th and/or any other channels prescribed by you or to be further changed and notified to us by announcing on such website and/or any other channels prescribed by you. In addition, in the event that we have given any personal data of any other person, we shall notify such person of the details relating to the collection, use and disclosure of personal data and rights under such Privacy Notice. (ii) You may record any communications between us and you and/or store and/or record and/or process information relating to us and/or transactions and/or any acts in connection with the use of services of us for the benefit of enhancement and provision of your services, including for keeping record as an evidence for the use of services and transactions. We agree to and shall not dispute the use of such record and/or information as an evidence against us under the laws. (iii) In case we are a juristic person, we give consent to you to collect and use any our information (which is not personal data under the Personal Data Protection Law) given by us to you or received or accessed by you from any other sources, for the purpose of complying with the laws and regulations of any countries which govern you; conducting research and analyzing data; managing your business; proceeding with any acts in relation to the credit facility procedures; and/or offering, giving, or improving any products or services of you, any products or services of any other persons for which you are a distributor or an agent or having a relationship with you. In addition, we give consent to you to send, transfer and/or disclose such information to authorized persons under the laws for the purpose of complying with the laws and regulations of any countries which govern you; and/or to juristic persons or any other persons who are your counterparty to the contract or have a relationship with you for the purpose of supporting your provision of services to us.