

To: Bank of Ayudhya Public Company Limited

Date: _____

Dear Sirs,

We hereby request you to issue an IRREVOCABLE DOMESTIC DOCUMENTARY CREDIT on our behalf and for our account in full operative instruments in accordance with the instructions specified below.

Applicant (Full name and address)	For Bank Use Only: DLC No.
	Amount in Figures and Words:
	Currency and Amount in Figures: _____
	Amount in Words: _____
	Expiry date _____
	☐ In the country of Beneficiary ☐ _____
Contact Person: _____	Term of Delivery (As per INCOTERMS® LATEST VERSION)
Tel: _____ Fax: _____	☐ FCA ☐ CPT ☐ CIP ☐ _____ ☐ Not applicable
Beneficiary (Full name and address)	Partial Shipment: ☐ Allowed ☐ Not allowed
	Transshipment: ☐ Allowed ☐ Not allowed
	Shipment:
	Place of Receipt _____
	Place of Delivery _____
Tel: _____ Fax: _____	Latest Shipment Date: _____

Credit is to be available by Beneficiary's draft in duplicate at ☐ Sight ☐ _____ days after _____ drawn on the Issuing Bank and to be accompanied by the following documents (Marked with X):

- ☐ Signed Invoice or Tax Invoice in _____ copy(ies) countersigned by Applicant's authorized signature(s) with company seal certifying that the goods have been received and showing this credit number.
- ☐ Delivery Order or Delivery Note in _____ copy(ies) countersigned by Applicant's authorized signature(s) with company seal certifying that the goods have been received and showing this credit number.
- ☐ Packing List in _____ copy(ies).
- ☐ Other documents (if any)

Goods (Brief description without excessive details):

Special Instruction:

- ☐ This credit amount includes 7 percent value added tax.
- ☐ Documents must be presented within _____ days after the date of delivery but within the validity of the credit.
- ☐ All bank charges and other expenses are for account of ☐ Applicant ☐ Beneficiary, if refused by the Beneficiary, we remain ultimately liable for the payment thereof.
- ☐ Other instructions (if any):

This credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 or the latest version of the Uniform Customs and Practice for Documentary Credits in force at the issuance date of the credit.

We also hereby engage ourselves with you to fulfill all agreements and undertakings additionally stated on the reverse hereof and forming a part of this Application.

Yours faithfully,

For Bank Use Only
Signature verified by

 (_____)
 Authorized Signature(s) and Stamp

Agreements and Undertakings

In consideration of your opening the irrevocable domestic documentary credit (hereinafter called "Credit"), the terms of which appear on the reverse hereof, we hereby agree and undertake with you as follows:

1. We undertake to pay you upon demand marginal deposit, customary charges, costs, commissions and to reimburse you for all monies paid by you under or pursuant to the said Credit together with interest at the maximum default interest rate as specified in clause 12. hereof from the date of payment by the Bank to the date of payment by us.
2. We agree to accept upon presentation and pay at maturity all drafts drawn in accordance with this Credit. We agree and accept that in case the Credit amount is in foreign currency and we instruct the Bank to make payment to the Beneficiary in Thai Baht, such payment will be made at the exchange rate quoted by the Bank on the date of payment or the exchange rate notified by us.
3. We undertake to pay such drafts, even if such drafts and/or related documents should on their face appear to be incorrect or otherwise defective. In such a case, no responsibility shall rest with you.
4. We hereby authorize you to debit our account with your bank in settlement of any charges and payments incurred under this Credit.
5. We agree that when the term of this shipment specifies FCA or CPT or whatever other terms, insurance shall be effected by us on the shipment for at least 110% of the full signed invoice or tax invoice value thereof and proceeds from such insurance are to be made payable to you.
6. We agree that all documents and goods covered by the draft(s) drawn hereunder or pursuant to the Credit shall remain under your custody and shall be pledged to you as security until payment at maturity of such draft(s) together with any interest, commission or other customary charges, and upon any default by us in any of the undertakings set forth in this Application, you are authorized to sell without notice to us either by public auction or private contract and to apply the net proceeds thereof towards payment of any sum which at the time is due from us or shall thereafter become payable by us. In the event that such goods suffer any decline in value, we shall upon demand make good the deficiency in the manner to be stipulated by you.
7. We hold you free from responsibility in the event of any loss or damage to merchandise shipped or deficiency or defect of the same or in the documents provided such documents on their face appear to be in order.
8. We undertake that the transmission of instructions under the Credit and the forwarding of documents are entirely at our risk. And we further agree that you will not be held responsible for any delay, mistake or omission in the transmission of instructions by SWIFT or whatever other means or for any misinterpretation of the instructions by the recipient.
9. We undertake that the opening of this Credit is entirely at our own risk and we will honour all drafts presented even if the goods do not arrive or are refused permission to land through any acts of God, riots, civil commotions, insurrections, wars or any other causes beyond your control or by any strikes or lockouts or any restrictions imposed by the government.
10. We agree that in case of extension or renewal of this Credit or modification of any kind in its terms and contents, we agree to be bound for the full term of such extension or renewal or modification. However, we also agree that if the amendment is rejected by the Beneficiary or confirming bank, the application for amendment shall become null and void.
11. We agree that in case this Application is signed by two or more persons, all promises or agreements made hereunder shall be joint and several. We herewith bind ourselves to settle the draft(s) drawn under this Credit with your goodselves.
12. We further undertake to pay you delay payment interest at the maximum default interest rate, meaning the maximum interest rate chargeable to defaulting customers at the current maximum rate announced by your bank pursuant to the announcement of the Bank of Thailand regarding the instruction for commercial banks to perform with respect to interest and discount, which may be changed from time to time as announced by your bank.
13. The Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 or the latest version of the Uniform Customs and Practice for Documentary Credits in force at the issuance date of the Credit.
14. This Application shall be governed by and construed in accordance with the law of Thailand.

Guarantee Agreement

I/We, _____ (the "guarantor") hereby agree to guarantee Bank of Ayudhya Public Company Limited (the "Bank") with the maximum guarantee amount of _____ for any indebtedness how and/ or hereafter exist to the Bank by _____ (the "Applicant") pursuant to this Application, including extensions, renewals and modifications thereof, and in the event of default, promise to make good and pay on demand any loss or damage suffered by Bank which cover indebtedness incurred for a period _____ provided that the further obligation/ indebtedness shall be for the purpose of _____ and/or for the objectives of the Applicant as permission from _____ authorized registered with any government. We hereby expressly waive any rights which it may have under section 293, 294, 687, 688, 689, 690, 697 or 701 of the Civil and Commercial Code and any defence that may be interposed to any claim or action thereon, especially as to the order in which Bank shall choose to reimburse itself.

Signed _____ Guarantor

(_____)

Signed _____ Guarantor

(_____)