

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

ORIGINAL

To: **CHINA CONSTRUCTION BANK CORPORATION**
HONG KONG BRANCH

CREDIT NUMBER

Date:

Subject to The Uniform Customs And Practice For Documentary Credits currently in force, the General Agreement for Business, the General Agreement for Trade Financing signed by us and to the terms and conditions as per overleaf, please issue an irrevocable documentary credit with terms stated below by

(Please mark "X" in ☐ whichever is applicable

- ☐ Airmail / Mail / Courier ☐ Full teletransmission ☐ Brief teletransmission followed by mail confirmation
- ☐ We will submit insurance cover note/policy. ☐ Insurance to be covered by ultimate buyer. ☐ Please cover insurance on our behalf and debit our account for the charges.
- ☐ Please request advising bank to add confirmation to this credit at beneficiary's cost unless instructed otherwise.
- ☐ Upon acceptance of this application and issuance of the credit, please contact us for fixing exchange rate.
- ☐ Credit applied under this application is a 'Back to Back Credit'. 'Master Credit' No.: _____ and its amendment(s) (if any) is (are) enclosed for your keeping.
- ☐ This credit is transferable. All related charges are for beneficiary's account unless instructed otherwise.

Advising bank (if blank, any bank at your option)	Applicant (full name and address)
	A/C No.
Beneficiary (full name and address)	Credit amount in figures _____ Amount in words _____ Expires on _____ <input type="checkbox"/> in beneficiary's country (expiry date) <input type="checkbox"/> others: _____

Credit available ☐ by negotiation ☐ by sight payment ☐ by acceptance ☐ by deferred payment at _____

Draft (s) to be drawn on issuing / confirming (in case of confirmed D/C) bank at _____ sight for ☐ 100% ☐ % invoice value of the goods specified below.

Documents required:

- ☐ Signed commercial invoices in triplicate ☐ Packing List in triplicate.
- ☐ Full set of clean original shipped on board marine/ocean bills of lading made out to order of*
- ☐ Clean original air waybill marked "for shipper/consignor" consigned to*

* China Construction Bank Corporation, Hong Kong Branch,
marked
☐ "Freight Prepaid" ☐ "Freight Collect",
notifying applicant and quoting this credit number.

- ☐ Insurance Policy/Certificate issued in duplicate endorsed in blank for full invoice value plus at least 10% covering Institute Cargo Clauses (A) / Institute Cargo Clauses (Air) / Overland Transportation All Risks, Institute War Clauses (Cargo / Air Cargo), Institute Strikes Clauses (Cargo / Air Cargo) and Institute Theft, Pilferage and Non-Delivery Clauses with claims payable at destination in the currency of this credit.
- ☐ Cargo Receipt issued and signed by applicant (whose signature(s) must be in conformity with your file) acknowledging receipt of the goods in good order and condition, also showing the date of delivery and the value and quantity of goods received, quoting this credit number.
- ☒ Signed Beneficiary's Certificate addressed to credit issuing Bank certifying that all amendments under this credit have been accepted or rejected, quoting this credit number and relevant amendment number(s). We agree that this certificate is to be retained by your bank and whether it is presented or not or how it is presented do not constitute any discrepancy under this credit.
- ☐ Other documents : (if any)

Goods :
(Brief description
without excessive
detail)

Shipment from _____ to _____	Latest shipment/delivery date:	
Trade term: <input type="checkbox"/> CIF <input type="checkbox"/> FOB <input type="checkbox"/> CFR (C&F) <input type="checkbox"/> Local delivery <input type="checkbox"/> FCA <input type="checkbox"/>	Partial Shipments / Deliveries <input type="checkbox"/> allowed <input type="checkbox"/> prohibited	Transshipment(s) <input type="checkbox"/> allowed <input type="checkbox"/> prohibited
Bank Chares: (Please tick applicable boxes; otherwise charges are to be for account of beneficiary)		
For account of Applicant <input type="checkbox"/> L/C opening charges <input type="checkbox"/> Commission in lieu of exchange / HKD bill commission <input type="checkbox"/> Acceptance commission (if any) <input type="checkbox"/> Other bank's charges		
Special Conditions:		
<input type="checkbox"/> Usance draft(s) is (are) payable at maturity, discount interest is for account of beneficiary.		
<input type="checkbox"/> Credit amount against quantity of goods per each item / colour / design / _____ within _____ % more or less acceptable.		
<input type="checkbox"/> Documents must be presented within _____ days after the date of shipment / delivery but within validity of the credit.		

If there is any query, please telephone _____ extension _____ and ask for _____

Please debit our above account for this credit issuing charges, plus marginal deposit (if required).

☐ To be continued on separate continuation sheet(s)

OTHER TERMS AND CONDITIONS

The following terms and conditions, in addition to the terms and conditions as stated in the General Agreement for Business and the General Agreement for Trade Financing, apply to the Documentary Credit (the "Credit") opened by China Construction Bank Corporation Hong Kong Branch (the "Bank") upon this application of the applicant named on the face page hereof (the "Customer").

1. The Customer shall pay charges, commission, disbursements and interest in respect of the Credit (including without limitation charges for the account of the beneficiaries where the Bank or its agents or correspondents is/are unable to obtain payment thereof from the beneficiaries on first demand), which charges, commission and interest, in the absence of specific agreement to the contrary, shall be at the respective rates customarily imposed by the Bank in like circumstances.
2. (a) The Bank or its agents or correspondents shall accept, and/or pay upon presentation according to the terms and/or conditions of the credit the draft and/or documents directed by the Customer on the face page hereof provided that upon general examination such documents appear on their face to be in accordance with the terms and/or conditions of the Credit; and the Bank and its agents and correspondents shall be under no higher duty of examination than to be expected of a banker rendering a routine and expeditious service and with reasonable care, in accordance with the International Standard Banking Practice as reflected by the articles of the UCP.
(b) In relation to the tender of documents under the Credit:
 - (i) the Customer agrees that the Bank can unilaterally decide, whether discrepancy(ies) between the documents and the Credit may be waived and the Bank's decision is final although the Bank may, at its sole discretion, consult the opinion of the Customer.
 - (ii) where the Bank has authorized the release or delivery of the relative goods to the Customer or has countersigned or issued an indemnity or guarantee to a carrier or its agents for the Customer to take delivery of the relative goods, the Bank is authorized to honour for the Customer's account all drawings and/or effect payments on the Customer's behalf notwithstanding and irrespective of any discrepancies in the documents rendered and/or non-compliance with the terms of the Credit.
3. If the credit applied for is a transferable credit, the Bank may nominate any agent or correspondent of its choice as the Transferring Bank, if the Credit is freely negotiable.
4. The Bank may at any time in its sole discretion procure, at the cost and expense of the Customer, forward contracts for the foreign currency that may be required to meet drawings under the Credit. Where there is no forward contract available for payment of foreign currency under the Credit, drafts honoured or payments otherwise made by the Bank in foreign currency shall be reimbursed by the Customer at the Bank's selling rate for such currency together with the Bank's usual charges for conversion and transmission.
5. The Customer shall comply with all applicable foreign exchange laws regulations and customs of relevant ports and shall procure or cause to be procured promptly any necessary import or export licenses in respect of goods under the credit.
6. (a) The Customer agrees that, notwithstanding the non mandatory obligations of the beneficiary(ies) on giving notification of acceptance or rejection of amendment(s) as stipulated in the UCP, the Bank may at its discretion include a term in the credit issued by it that the beneficiary(ies), whether first or second (in Transferable Credits), must give notification(s) for the acceptance or rejection of the amendment(s) as the case may be, within certain period of time after receipt of such amendment(s) as considered fit by the Bank.
(b) If the Bank has, at the request of the customer, issued pre-advice of the issuance or amendment of a credit, the Customer is then irrevocably committed to issue, amend the Credit, in terms not inconsistent with the pre-advice.
(c) If the Customer's application for issuance of a Credit contains conditions without stating the document(s) to be presented in compliance therewith, the Bank will deem such conditions as not stated and will disregard them.
7. The Customer acknowledges and agrees that (i) pursuant to anti-money laundering, counter terrorist financing or sanction laws or regulations (including, without limitation, those economic sanctions) issued, administered or enforced by the People's Republic of China, the United Nations, the European Union, the United States of America and the United Kingdom or any other jurisdictions, underlying transactions or presented documents showing any involvement with sanctioned countries, entities, individuals, banks, ports, ships, goods etc. will not be processed and the Bank has the right not to honor the Credit and/or any other obligations; and (ii) the Bank shall not be liable for any action or inaction on its part in (or due to) compliance with such anti-money laundering, counter terrorist financing or sanction laws or regulations and/or any sanction such as economic sanction. The Customer certifies that no shipment or transaction involved in this application is in violation of any applicable sanction or embargo imposed by any law, executive order, regulation or directive of the Government and/or authorities of the People's Republic of China, the United States of America, the United Nations, the Hong Kong Special Administrative Region, any international organization or any other relevant jurisdiction ("Sanctions"). Should any document presented involves any country, entity, vessel or individual listed in or otherwise subject to any Sanction, the Bank has the right to refuse to pay, handle or process the documents and the transaction contemplated in this application, and the Bank shall not be liable for any delay or failure to pay, process or return such documents or for any related disclosure of information. The Customer further consents that the Bank may disclose information and/or documents concerning the Credit and the related goods for compliance with any Sanction or requests from any governmental or regulatory authorities.
8. Any claim by the Customer against the Bank arising out of or in connection with the Credit or any act or omission of the Bank or its agents or correspondents thereunder or in connection therewith shall be made in writing within thirty (30) days from the date of payment made or purporting to be made by the Bank or its agents or correspondents thereunder or from the date of accrual of the Customer's cause of action, whichever shall first occur, failing which the same shall be deemed to be waived and absolutely barred.
9. The Bank's rights and immunities hereunder are in addition to and not in lieu of any other rights or immunities it may have at law, in equity, by agreement or otherwise.