

**APPLICATION FOR NEGOTIATED/ PURCHASED/ DISCOUNTED OF EXPORT BILLS**

To: TMBThanachart Bank Public Company Limited (the "bank")

Date:

Dear Sirs,

We hereby request the Bank to dispose of the enclosed draft and/or documents described below:

For negotiate/purchase/discount the enclosed bill in foreign currency      Forward documents to issuing bank for payment, pay us upon receipt funds

1) Invoice/Draft No.		Currency & Amount			Tenor										
2.1) DRAWN UNDER LETTER OF CREDIT (L/C)		Original L/C	At your counter	Attached											
L/C No.		Issued by													
2.2) DRAWN UNDER BILLS FOR COLLECTION															
COLLECTING BANK (Full name & address)															
DRAWER/SELLER (Full name, address & contact detail)															
DRAWEE/BUYER (Full name, address & contact detail)															
<input type="checkbox"/> Deliver Documents Against Payment (D/P) <input type="checkbox"/> Deliver Documents Against Acceptance (D/A) <input type="checkbox"/> Advise Non-Payment by Telex/Airmail/Telecommunication <input type="checkbox"/> Advise Non-Acceptance by Telex/Airmail/Telecommunication <input type="checkbox"/> Advise Acceptance & Maturity date by Telex/ Airmail/Telecommunication <input type="checkbox"/> Protest for Non-Payment/Non-Acceptance at our expense <input type="checkbox"/> All charge for account of Drawee <input type="checkbox"/> Collect interest at ..... % P.A. (360/365 days) after first presentation/maturity till payment			<input type="checkbox"/> Do not waive charges/interest by Drawee <input type="checkbox"/> Payment may be deferred until arrival of goods <input type="checkbox"/> Collect interest as stated on the draft <input type="checkbox"/> Case of need: name <input type="checkbox"/> who is authorized only to obtain honoring of draft as drawn <input type="checkbox"/> who is authorized to give instructions which are to be followed in every respect <input type="checkbox"/> Advise Non-Compliance of other instructions detailed below by Telex/ Airmail/Telecommunication												
3) LIST OF DOCUMENTS ENCLOSED (Please type the number of documents attached in the following boxes)															
Draft	Invoice	Bill of Lading	Certificate of Origin	Packing List	Insurance Policy	Air Waybill	Weight List	Parcel Post Receipt	Beneficiary Certificate	Inspection Certificate	Other Documents Denoted				
											Below				
											A	B	C	D	E
A. ....		B. ....			C. ....										
D. ....		E. ....													
4) DISPOSITION OF PAYMENT		<input type="checkbox"/> Credit our account No. .... after deducting your charges. <input type="checkbox"/> Apply proceeds to our Export Loan P/C No. .... the remaining balance (if any) Please credit our account No. .... <input type="checkbox"/> Forward contract No. .... Exchange rate ..... <input type="checkbox"/> Other instructions .....													

In consideration of your having negotiated/purchased/discounted our above mentioned documents, we hereby agree as follows:

- In the event of any delay in payment and/or acceptance of said draft(s) and/or documents, we undertake to pay you at the maximum default rate of interest as determined by yourselves on the amount of negotiated/purchased/discounted amount.
- We hereby agree that your negotiated/purchased/discounted of said draft(s) and/or documents is affected on a "with recourse" basis. Therefore, in the event of non-payment and/or nonacceptance of said draft(s) and/or documents, either by reason of any discrepancy raised by the issuing bank or by other reason whatsoever, we undertake to refund to you the foreign currency amount of such draft(s) and/or documents together with interest thereon at maximum rate as determined by yourselves from the date of disposition of proceeds as above mentioned until full payment thereof. You shall not be responsible for any act which is beyond your control, including without limited to, act of omission, default, suspension, insolvency or bankruptcy of any correspondent to whom the draft(s) and/or document(s) may be sent to or any agent thereof, delay in remittance or any sanction, prohibitions or restrictions under United Nations resolutions or the trade or regulations of the European Union, Japan, United Kingdom or United States of America or any government control.
- We further undertake to hold you free and harmless from and against all expenses, losses and damages howsoever incurred and/or may be incurred to you in consequence of your negotiated/purchased/discounted of the above-mentioned documents and to fully indemnify you immediately upon our receipt of your notice to that effect.
- If our buyer under the documents specified in 3 part above has paid us the purchase price prior to the original maturity date, we agree that you can settle such payment against our obligations hereunder prior to the original maturity date. We hereby agree that this will serve as your authority to charge our account with the Baht equivalent of the draft(s) and/or documents amount at the then prevailing bank's selling rate including interest and all other costs and expenses. In the event that the fund in our account is insufficient to settle our obligations hereunder, we agree that the Bank may increase our obligations hereunder into overdraft facility in our current account. If we do not have an approved overdraft facility with the Bank, the Bank shall have the right to increase the debt obligations into our current account as an overdraft facility and charge interest at the default interest rate. The Bank may compound interest on monthly basis in accordance with customary practice of the Bank.
- If your purchased/discounted bills are cancelled for whatever reason, we agree to pay you dishonor bills and handling charges for document collection and/or relevant fees at the rate pursuant to your announcement as may be amended from time to time. We shall pay you a penalty equal to 0.25 per cent on the face value of such bills within a period of time as required by the Bank.
- We further agree that your negotiated/purchased/discounted of our above mentioned documents drawn under letter of credit shall be subject to the Uniform Customs and Practice for Documentary Credit, International Chamber of Commerce Publication as indicated in the Letter of Credit.
- We further agree that your negotiated/purchased/discounted of our above mentioned documents drawn under bill for collection (DP, DA) shall be subject to the latest revised version of the Uniform Rules for Collection, International Chamber of Commerce Publication.
- We represent and warrant that the application for credit facility or services hereunder is in accordance with [my/ our] intention and all documents and information evidencing the service and/or credit facility (the "Information") are true, accurate, legally binding and enforceable, and can be used as evidence for claim between the parties. We further represent and warrant that the Information have never been used for obtaining financial support from any financial institution or any person.
- We agree that the Bank shall be entitled to collect, use, and/or disclose any of Information including any information on the application and/or documents submitted to the Bank for the purpose of the service, financing, and risk management of the Bank in relation to such service and/or financing and for the purpose stated in the private notice of the Bank. We further agree that the Bank may share any information to the service provider of digital infrastructure system, database provider for the data sharing among financial institutions, as well as members of such system or any other system that the Bank is a member of for the purpose of service providing or financing in which the recipient of Information may collect or use the Information for service providing, financing, or risk management of its own or other member's.
- We represent and warrant that if any Information is considered as personal information under the Personal Data Protection Act B.E. 2562 and/or any other relevant regulations, We shall obtain a consent from the data subject or perform any actions as required by laws. We shall be responsible to all damage howsoever arising.

Yours faithfully,

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Authorized Signature

Bill of Exchange

Bangkok, Date

No.

Exchange for

At  pay this First of Exchange (second of the same tenor and date being unpaid) to the order of TMBThanachart Bank Public Company Limited

The sum of \_\_\_\_\_ value received.

Drawn under

L/C No.

Date

To

Bill of Exchange

Bangkok, Date

No.

Exchange for

At  pay this Second of Exchange (first of the same tenor and date being unpaid) to the order of TMBThanachart Bank Public Company Limited

The sum of \_\_\_\_\_ value received.

Drawn under

L/C No.

Date

To

## Bill of Exchange

Bangkok, Date

No.

Exchange for

At

tenor and date being unpaid) to the order of TMBThanachart Bank Public Company Limited

pay this Copy of Exchange (first and second of the same

The sum of

value received.

Drawn under

L/C No.

Date

To