

Application for purchase/discount without recourse under L/C and DL/C

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

Date:

Dear Sirs,

We hereby request the Bank to purchase/discount, without recourse, to ourselves, the draft and/or documents specified here below and attached hereto (the "Presented Documents") drawn under any issuing bank confirming to honor its obligations under the letter of credit subject to the conditions here below:

Invoice/Draft No.				CCY				Amount				Tenor						
Drawn under L/C No.																		
Issued by																		
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 purchased/discounted our Presented Documents, we hereby agree as follows:

1. It is the Bank's sole discretion whether to purchase the Presented Documents.
2. We hereby represent to the Bank that we are the sole beneficiary of the Presented Documents and have goods and marketable title to the Presented Documents and the goods are genuine, valid and bona fide.
3. Upon our request via telephone or other electronic means that we will sell the Presented Documents to the Bank at discount rate without recourse and the Bank has agreed to purchase the Presented Documents, we hereby assign all rights and benefits in the Presented Documents to the Bank except in the event that after the date hereof the issuing bank refuses to accept/ to pay under the Presented Documents because of:
 - (i) the Presented Documents surrendered by us to the Bank becoming fraud or untrue or misleading or
 - (ii) any amendment to the terms of Presented Documents without the Bank's prior written consent, then the Presented Documents shall become recourse against us in such a way that we shall be liable for payment under the Presented Documents toward the Bank pursuant to the terms of this application.
4. We shall indemnify the Bank against fees, damages, court fees, attorney fees and other expenses of the Bank arising out of any loss or damages arising out of any of our breach under clause 2 and 3 toward the Bank together with default interest rate as announced by the Bank calculating from the date where the Bank makes payment up until the date where full repayment is made to the Bank.
5. We agree that the Bank may deduct fund in our account with the Bank for settlement of our obligations hereunder. 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 customer practice of the Bank.
6. We further agree that your purchased/discounted of our above-mentioned Presented 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.

Yours faithfully,

Authorized Signature