

## APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

To: **Mizuho Bank, Ltd.**

(Incorporated in Japan with Limited Liability)

Hong Kong Branch ("Bank")

Date: YY /MM /DD

We apply for issuance of an IRREVOCABLE documentary credit ("DC") on the following terms and conditions (marked with an X where applicable)

DC to be issued by: full teletransmission courier with brief advice by teletransmission	20 Documentary Credit No.: ILC-768-
Advising bank: (if blank, your designated correspondent)	31D Expiry date (YY /MM /DD ) in the country of the Beneficiary 32B Amount (in figures and words)
50 Applicant: _____ (Name & Address) _____ Tel. No. _____ Contact Person: _____	59 Beneficiary: _____ (Name & Address) _____ _____
40A This DC is transferable by _____ (if blank, at your discretion)	39A DC amount and shipment quantity % more or less is acceptable
43P Partial shipments allowed prohibited	41D The DC is available WITH Issuing bank Any bank
43T Transshipment allowed prohibited	BY Negotiation Sight Payment Acceptance Deferred Payment
44 Place of taking in charge/Dispatch from/Place of receipt:  Port of loading/Airport of departure: Port of discharge/Airport of destination: Place of final destination/For transportation to/Place of delivery:	42 AT sight _____ days Drafts drawn on (applicable to acceptance DC only) Issuing bank your designated correspondent
44C Not later than (YY /MM /DD )	

## 46A Documents required:

Signed commercial invoices in \_\_\_\_\_ original(s) and \_\_\_\_\_ copy(ies).

Packing list in \_\_\_\_\_ original(s) and \_\_\_\_\_ copy(ies) .

Full set of clean on board marine bills of lading made out to the order of the shipper and blank endorsed and marked freight collect prepaid and notify Applicant with full address.

Air waybill consigned to Mizuho Bank, Ltd., Hong Kong Branch indicating this DC number and marked freight collect prepaid notifying the Applicant with full address.

Cargo Receipt issued and signed by the authorized signatory of the Applicant (whose signature(s) must be in conformity with the specimen held in the issuing bank's file) certifying that the goods have been received in good order and condition, mentioning this DC number, date of receipt of the goods, total value and quantity of goods received and in trust for Mizuho Bank, Ltd. Hong Kong Branch.

Insurance policy or certificate, blank endorsed for 110% of invoice value, covering Institute Cargo Clauses A / B / C (Air), Institute War Clauses ( Cargo / Air Cargo) and Institute Strikes Clauses ( Cargo / Air Cargo) with claims payable at destination in the same currency of this DC. (Transshipment risks to be covered if transshipment will / may be effected).

Please see the attached sheet for the other documents required.

## 45A Evidencing shipment of:

FOB CFR CIF FCA Local Delivery Others Location:

71B All banking charges outside DC Issuing Bank and reimbursement commission/charges are for account of Beneficiary Applicant.

48 Documents must be presented within \_\_\_\_\_ days after the date of shipment, but within the validity of this DC.

49 Confirmation Instructions: Confirmation required, confirmation charges are for account of Beneficiary Applicant.

**Back-to-Back DC**This is a back-to-back DC against the support of a master DC no. \_\_\_\_\_ issued by \_\_\_\_\_  
(the "Master DC"). The original Master DC is enclosed being held by you.**Additional instructions:**

Insurance is to be covered by ultimate buyer/Applicant if the insurance is not covered by the Beneficiary.

Discount interest/charges are for the account of the Beneficiary Applicant.

Acceptance/deferred payment/usance bill commission is for the account of the Beneficiary Applicant.

Hong Kong Dollar bill commission/commission in lieu of exchange are for the account of the Beneficiary Applicant.

All banking charges (except DC issuance charges) are for the account of the Beneficiary.

T/T reimbursement claim from your designated correspondent is allowed and is subject to the URR as are in effect from time to time.

Discrepancy fee(s) and all relevant cable charges for advising the discrepancy(ies) are for the account of the Beneficiary.

Please remit the DC proceeds to the Beneficiary by T/T upon receipt of compliant documents by debiting our account under advice to us.

Please debit our account No. \_\_\_\_\_ for the charges concerning this DC.

This application is subject to the terms  
and conditions set out on the next page.

Authorized Signature(s) and Company Chop

App.

Check

S.V.

## Terms and Conditions

1. This application and the DC to be issued are subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect from time to time ("**UCP**") and the General Customer Agreement as revised, amended and modified from time to time and any other agreement(s) previously signed and delivered by the applicant of this application (the "**Applicant**") to Mizuho Bank, Ltd. (the "**Bank**") or any one of The Dai-ichi Kangyo Bank, Ltd., The Fuji Bank, Ltd. and The Industrial Bank of Japan, Ltd. before their consolidation and merger into the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.
2. The Applicant undertakes to pay and reimburse the Bank any sum in connection with the DC upon the Bank's demand and irrevocably authorises the Bank to debit the Applicant's account(s) for any such sum at any time the Bank thinks appropriate. Such sum includes interest, costs, expenses, commissions, reimbursement claims from any nominated bank or confirming bank and any payment, prepayment or purchase effected by the Bank in connection with the DC, all irrespective of any alleged discrepancies in the presented documents and/or any fraud that may be alleged at any time or discovered subsequent to such payment, negotiation, prepayment or purchase by any nominated bank, confirming bank or the Bank.
3. All documents presented under the DC and the relevant goods will be automatically pledged to the Bank as security for the Applicant's liabilities and obligations owing to the Bank but the risk of the goods shall be with the Applicant at all times.
4. All the terms and conditions of the DC must be identical to that of the master credit detailed on the previous page ("**Master DC**"), if any, except as otherwise agreed by the Bank.
5. The Applicant undertakes to present all export documents under the Master DC to the Bank for issuing bank's payment or the Bank's negotiation, purchase or prepayment under the DC.
6. The Bank is irrevocably authorized (but is not obliged) to (i) utilize documents presented under the DC for the drawing of the Master DC; (ii) negotiate the presented documents, prepay the deferred payment undertaking incurred by the Bank or purchase the draft accepted by the Bank (the "**Financing**") under the Master DC; and (iii) directly apply the Financing proceeds of the Master DC to settle the corresponding drawing(s) under the DC without first crediting such proceeds to the Applicant's account with the Bank, irrespective of discrepancies that may appear on the documents presented under the DC (all of which, if any, are hereby waived).
7. The Applicant agrees that the Bank may, at its sole discretion and without consent from the Applicant, amend the terms and conditions of the DC stated in this application and/or insert additional terms and conditions into the DC as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the DC.
8. The Applicant agrees and acknowledges that it is the sole responsibility of the Applicant to (i) ensure the clarity, enforceability or effectiveness of any terms or requirements incorporated in the DC; and (ii) comply with all applicable laws and regulations regarding the underlying transaction to which the DC relates and obtain any necessary documents and approvals from any governmental or regulatory bodies and produce such documents or approvals to the Bank upon request. The Bank is not responsible for advising and has no duty whatsoever to advise the Applicant on such issues. The Bank shall not be liable to the Applicant for any direct, indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever which arise out of such issues.
9. Notwithstanding any instruction(s) stipulated in this application, the Bank may, at its sole discretion, restrict, name or instruct any correspondent to be the advising, confirming or nominated bank in respect of the DC.
10. The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the DC notwithstanding that the Applicant may have waived such discrepancy.
11. If the Applicant instructs the Bank to permit T/T reimbursement in the DC, the Bank is irrevocably authorised to pay and/or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank even prior to the Bank's receipt of the presented documents. The Applicant shall bear all relevant risks (including non-receipt and non-compliance risks of the presented documents) and shall reimburse and indemnify the Bank for any payment made under the DC.
12. Any action taken or omitted by the Bank or by any of its correspondents or agents under or in connection with the DC shall be binding on the Applicant and shall not place the Bank or its correspondents or agents under any liability to the Applicant.
13. The Applicant agrees and undertakes to examine the customer copy of the DC issued by the Bank and irrevocably agrees that failure to give a notice of objection about the contents of the DC within 7 calendar days after the customer copy of the DC is sent to the Applicant shall be deemed to be its waiver of any rights to raise objections or pursue any remedies against the Bank in respect of the DC.
14. The Applicant further undertakes that it shall indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank's delegate(s) may incur or suffer under or in connection with this application and the DC.
15. If this application is executed by more than one party, the obligations and liabilities of each of the parties are primary as well as joint and several and the Bank will be at liberty to release, compound with or otherwise vary or agree to vary the liability of any one without prejudicing or affecting the Bank's rights and remedies against the others.
16. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the Applicant agrees to submit to the non-exclusive jurisdiction of the Hong Kong Courts.