

APPLICATION FOR ISSUING AN IRREVOCABLE DOCUMENTARY CREDIT

DATE

APPLICANT'S NAME & ADDRESS (:50:)	ADVISING BANK			
	THE CREDIT IS TRANSFERABLE (:40A:)		<input type="checkbox"/> YES	<input type="checkbox"/> NO
	LC NO (:20:)			
	CONFIRMATION (:49:) <input type="checkbox"/> CONFIRM <input type="checkbox"/> WITHOUT <input type="checkbox"/> MAYADD CONFIRMATION COMMISSION IS FOR A/C OF APPLICANT/BENEFICIARY			
BENEFICIARY'S NAME & ADDRESS (:59:)	THE CREDIT IS AVAILABLE WITH (:41A:)			
				BY NEGOTIATION <input type="checkbox"/> BY ACCEPTANCE <input type="checkbox"/> BY PAYMENT <input type="checkbox"/> <input type="checkbox"/> AT SIGHT <input type="checkbox"/> AT DAYS AFTER DATE OF (BL/DO/AWD)
EXPIRY DATE & PLACE (:31D:)				
AMOUNT & CURRENCY IN FIGURE AND WORDS (:32B:)	LATEST SHIPMENT DATE (:44C:)			
	SHIPMENT FROM			
	TO: (:44A,B,E,F)			
	<input type="checkbox"/> % TOLERANCE IN AMOUNT & QUANTITY		TRANSHIPMENT (:43T:) <input type="checkbox"/> ALLOWED <input type="checkbox"/> NOT ALLOWED PARTIAL SHIPMENTS (:43P:) <input type="checkbox"/> ALLOWED <input type="checkbox"/> NOT ALLOWED	
DESCRIPTION OF GOODS (:45A:)				
DOCUMENTS REQUIRED (:46A:)				
<input type="checkbox"/> SIGNED COMMERCIAL INVOICE IN ORIGINAL COPIES, PRICE <input type="checkbox"/> EXW <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> OTHER..... PROFORMA INVOICE/CONTRACT/PURCHASE ORDER NUMBER..... DATE..... IMPORT LICENCE NUMBER..... DATE.....				
<input type="checkbox"/> FULL SET OF CLEAN ON BOARD BILL OF LADING MADE OUT OR ENDORSED TO THE ORDER OF MYANMAR ORIENTAL BANK LTD., MARKED FREIGHT PREPAID/COLLECT NOTIFY APPLICANT, PLUS NON-NEGOTIABLE COPIES <input type="checkbox"/> AIR WAYBILL <input type="checkbox"/> POST RECEIPT <input type="checkbox"/> TRUCK RECEIPT <input type="checkbox"/> RAILWAY RECEIPT CONSIGNED TO MYANMAR ORIENTAL BANK LTD., MARKED FREIGHT; PREPAID/COLLECT NOTIFY APPLICANT AND INDICATION LC NUMBER				
<input type="checkbox"/> NEGOTIABLE INSURANCE POLICY OR CERTIFICATE BLANK ENDORSE FOR 110% OF INVOICE VALUE COVERING INSTITUTE CARGO CLAUSE <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> AIR, INSTITUTE STRIKES CLAUSES (CARGO), INSTITUTE WAR CLAUSES(CARGO), INLAND TRANSIT RISK A RAIL/ROAD, SENDING BY POST, SRCC, INCLUDING TPND UP TO FINAL DESTINATION IN MYANMAR				
<input type="checkbox"/> PACKING LIST IN ORIGINAL AND COPIES		<input type="checkbox"/> CERTIFICATE OF ORIGIN IN ORIGINAL AND COPIES		
OTHER DOCUMENTS:				
CHARGES (:71B:) ALL BANK CHARGES INCLUDING REIMBURSING CHARGES AND OTHER EXPENSES INCURRED OUTSIDE MYANMAR ARE FOR THE ACCOUNT OF : APPLICANT BENEFICIARY				
PRESENTATION PERIOD (:48:) DOCUMENTS MUST BE PRESENTED WITHIN DAYS AFTER SHIPMENT DATE BUT WITHIN THE VALIDITY OF THE CREDIT				
WE AGREE THAT LETTER OF CREDIT HEREBY ISSUED IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), ICC PUBLICATION NO.600 (UCP 600) WE HEREBY AUTHORIZE YOU TO DEBIT OUR ACCOUNT NO WITH MYANMAR ORIENTAL BANK LIMITED FOR THE PROCESS OF THE BILL NEGOTIATED UNDER THIS CREDIT TOGETHER WITH ALL YOUR CHARGES UNDER ADVICE TO US.				
AUTHORIZED SIGNATURE(S) WITH COMPANY SEAL	BANK USE ONLY RECEIVED DATE :		TIME :	
	SIGNATURE VERIFIED BY		MAKER	CHECKER
				APPROVER
		T24		
		SWIFT		

BANK'S INDEMNIFICATION TERMS AND CONDITIONS

1. WE, IN CASE THE TERMS OF PAYMENT UNDER LETTER OF CREDIT IS TO BE PAYABLE AT A FUTURE DATE, AGREE AND AUTHORIZE YOU TO CONFIRM THE DUE DATE TO THE NOMINATED BANK OR ALL PARTIES CONCERNED WITHOUT ANY CONSENT FROM US.
2. WE HEREBY GUARANTEE TO PAY ALL SUCH DRAFT (S) ON PRESENTATION FOR SIGHT DRAFT (S) AND TO PAY THE SAME AT MATURITY FOR TIME DRAFT (S).
3. WE AGREE TO PAY TO THE BANK ON DEMAND A COMMISSION AT THE RATE AS THE BANK DETERMINE TO BE PROPER AND ANY AND ALL EXPENSES OBLIGATIONS, CHARGES AND LIABILITIES PAID OR INCURRED BY THE BANK IN CONNECTION WITH THE CREDIT AND WITHIN THE AGREEMENT, TOGETHER WITH INTEREST WHERE CHARGEABLE.
4. EXCEPT AS WRITTEN INSTRUCTIONS EXPRESSLY TO THE CONTRARY HAVE BEEN RECEIVED BY THE BANK FROM THE APPLICANT IN THE APPLICATION OVERLEAF OR PRIOR TO THE OPENING OF THE CREDIT AND INCORPORATED IN THE CREDIT, THE APPLICANT AGREES THAT (a) THAT THE BANK AND ANY OF THE BANK'S CORRESPONDENTS MAY RECEIVE AND ACCEPT AS A "BILL OF LADING" UNDER THE CREDIT ANY DOCUMENT ISSUED OR PURPORTING TO BE ISSUED BY OR ON BEHALF OF ANY CARRIER WHICH ACKNOWLEDGES RECEIPT OF PROPERTY FOR TRANSPORTATION, WHATEVER THE SPECIFIC PROVISION OF SUCH DOCUMENT ;(b) THAT IN CASE OF PARTIAL SHIPMENTS BEING ALLOWED UNDER THE CREDIT THE BANK MAY HONOUR THE RELATIVE DRAFT WITHOUT INEQUITY, REGARDLESS OF ANY APPARENT DISPROPORTION BETWEEN THE QUANTITY SHIPPED AND THE AMOUNT OF THE RELATIVE DRAFT, AND THE TOTAL AMOUNT OF THE CREDIT AND THE TOTAL QUANTITY TO BE SHIPPED UNDER THE CREDIT ;(c) THE BANK MAY ACCEPT OR PAY AS COMPLYING WITH THE TERMS OF THE CREDIT, ANY DRAFTS OR OTHER DOCUMENTS OTHERWISE IN ORDER WHICH MAY BE SIGNED OR ISSUED BY THE ADMINISTRATOR, EXECUTOR, TRUSTEE IN BANKRUPTCY,DEBTOR IN POSSESSION, ASSIGNEE FOR BENEFIT OF CREDITORS, LIQUIDATOR, RECEIVER OR OTHER LEGAL REPRESENTATIVE OF THE PARTY WHO IS AUTHORIZED UNDER THE CREDIT TO DRAW OR ISSUE ANY DRAFT OR OTHER DOCUMENTS ;(d) WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE BANK AND ANY OF THE BANK'S CORRESPONDENTS MAY ACCEPT DOCUMENTS OF ANY CHARACTER WHICH COMPLY WITH THE PROVISIONS, DEFINITIONS, INTERPRETATIONS AND PRACTICES, CONTAINED IN " THE UNIFORM CUSTOMS AND PRACTICE FOR COMMERCIAL DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE" AS AMENDED FROM TIME TO TIME OR WITH COMPLY WITH THE LAWS OR REGULATIONS IN FORCE IN AND CUSTOMS AND USAGES OF THE PLACE OF NEGOTIATION ;(e) IN THE EVENT OF ANY EXTENSION OF THE MATURITY OR TIME FOR NEGOTIATION OR PRESENTATION OF DRAFTS, ACCEPTANCES OF DOCUMENTS OR ANY OTHER MODIFICATION OF THE TERMS OR PROVISIONS OF THE CREDIT AT THE REQUEST OR WITH THE CONSENT OF ANY OF THE APPLICATIONS WITH OR WITHOUT NOTIFICATION TO THE OTHERS OR IN THE EVENT OF ANY INCREASE IN THE AMOUNT OF THE CREDIT AT THE REQUEST OF THE APPLICANT THIS AGREEMENT SHALL BE BINDING UPON THE APPLICANT WITH REGARD TO (i) THE CREDIT SO INCREASED OR OTHERWISE MODIFIED (ii) DRAFT, DOCUMENTS AND PROPERTY COVERED THEREBY, AND (iii) ANY ACTION TAKEN BY THE BANK OR ANY OF THE BANK'S CORRESPONDENTS IN ACCORDANCE WITH SUCH EXTENSION, INCREASE OR OTHER MODIFICATION; (f) THE BANK AND / OR ANY OF THE BANK'S CORRESPONDENTS MAY ACCEPT OR PAY ANY DRAFT DATED ON OR BEFORE THE EXPIRATION OF ANY TIME LIMIT EXPRESSED IN THE CREDIT,REGARDLESS OF WHEN DRAWN AND WHEN OR WHETHER NEGOTIATED, PROVIDED THE OTHER REQUIRED DOCUMENTS ARE DATED PRIOR TO THE EXPIRATION DATE OF THE CREDIT.
5. THAT NEITHER THE BANK NOR ANY OF THE BANK'S CORRESPONDENTS SHALL BE RESPONSIBLE FOR, AND THE APPLICANT'S OBLIGATION TO REIMBURSE THE BANK SHALL NOT BE EFFECTED BY, (a) THE EXISTENCE, CHARACTER, QUALITY, QUANTITY, CONDITION, PACKING, VALUE OR DELIVERY OF THE PROPERTY PURPORTING TO BE REPRESENTED BY THE DOCUMENTS ; (b) ANY DIFFERENCE IN CHARACTER, QUALITY, QUANTITY, CONDITION OR VALUE OF THE PROPERTY FROM THAT EXPRESSED IN THE DOCUMENTS ; (c) THE VALIDITY, SUFFICIENCY OR GENUINENESS OF DOCUMENTS OR OF ANY INDORSEMENT THEREON, EVEN IF SUCH DOCUMENTS SHOULD IN FACT PROVE TO BE IN ANY ALL RESPECTS INVALID, INSUFFICIENT, FRAUDULENT OR FORGOT ;(d) THE TIME, PLACE, MANNER OR ORDER IN WHICH SHIPMENT IS MADE : (e) THE CHARTER, ADEQUACY, VALIDITY OR GENUINENESS OF ANY INSURANCE OR ANY OTHER RISK CONNECTED WITH INSURANCE ; (f) ANY DEVIATION FROM INSTRUCTION, DELAY DEFAULT OR FRAUD BY THE SHIPPER AND/ OR ANYONE ELSE IN CONNECTION WITH THE PROPERTY OR THE SHIPPING THEREOF ;(g) THE SOLVENCY, RESPONSIBILITY OR RELATIONSHIP TO THE PROPERTY OF ANY PARTY ISSUING ANY DOCUMENTS IN CONNECTION WITH THE PROPERTY ; (h) DELAY IN ARRIVAL OR FAILURE TO ARRIVES OF EITHER THE PROPERTY OR ANY OF THE DOCUMENTS RELATING THERETO ; (i) DELAY IN GIVING OR FAILURE TO GIVE, NOTICE OF ARRIVAL OR ANY OTHER NOTICE ; (j) ANY BREACH OF CONTRACT BETWEEN THE SHIPPER OR VENDOR AND THE CONSIGNEE OR BUYER OR THE APPLICANT OR ANY OF THEM ; (k) FAILURE OF ANY DRAFT TO BEAR REFERENCE OR ADEQUATE REFERENCE TO THE CREDIT OR FAILURE OF DOCUMENTS TO ACCOMPANY ANY DRAFT OF NEGOTIATION OR FAILURE OF ANY PERSON TO NOTE THE AMOUNT OF ANY DRAFT ON THE REVERSE SIDE OF THE CREDIT OR TO SURRENDER OR TAKE UP THE CREDIT OR TO SEND FORWARD DOCUMENTS APART FROM DRAFTS AS REQUIRED BY THE TERMS OF THE CREDIT, EACH OF WHICH PROVISIONS, IF CONTAINED IN THE CREDIT ITSELF, IT IS AGREED MAY BE WAIVED BY THE BANK: (l) ERRORS, OMISSIONS INTERRUPTIONS OR DELAYS IN TRANSMISSION OR DELIVERY OF ANY MESSAGE BY MAIL, CABLE, TELEGRAM, TELEX, S.W.I.F.T., WIRELESS OR OTHERWISE, WHETHER OR NOT THEY BE IN CIPHER ; (m) OR ERRORS IN TRANSLATION OF TECHNICAL TERMS. THE BANK SHALL NOT BE RESPONSIBLE FOR ANY ACT, ERROR, NEGLIGENCE OR DEFAULT, OMISSION, INSOLVENCY OR FAILURE IN BUSINESS OF ANY CORRESPONDENT OR FOR ANY CONSEQUENCES ARISING FROM CAUSES BEYOND THE BANK'S CONTROL.IN FURTHERANCE AND EXTENSION OF THE SPECIFIC PROVISIONS HERE IN BEFORE SET FORTH THE APPLICANT AGREES THAT ANY ACTION TAKEN OR OMITTED BY THE BANK OR THE BANK'S CORRESPONDENT UNDER OR IN CONNECTION WITH THE CREDIT OR THE RELATIVE DRAFT DOCUMENTS OR PROPERTY IF DONE IN GOOD FAITH, SHALL BE BINDING ON THE APPLICANT AND SHALL NOT PUT THE BANK OR THE BANK'S CORRESPONDENT UNDER ANY RESULTING LIABILITY TO THE APPLICANT.THE BANK AND THE BANK'S CORRESPONDENT SHALL NOT BE LIABLE FOR ANY FAILURE BY THE BANK OR ANYONE ELSE TO PAY OR ACCEPT ANY DRAFT OR ACCEPTANCE UNDER THIS CREDIT OR FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CENSORSHIP, LAW, CONTROL OR RESTRICTION RIGHTFULLY OR WRONGFULLY EXERCISED BY ANY BE FACTO OR DE JURE DOMESTIC OR FOREIGN GOVERNMENT OR AGENCY THEREOF, DECLARED OR UNDECLARED WAR, OR FROM ANY OTHER CAUSE BEYOND THE BANK'S OR THE BANK'S CORRESPONDENT'S, AGENT'S OR SUB-AGENT'S CONTROL, AND THE APPLICANT AGREES TO INDEMNIFY AND HOLD THE BANK HARMLESS FROM ANY CLAIM, LOSS, LIABILITY OR EXPENSES ARISING BY REASON THEREOF.
6. THE APPLICANT AGREES TO PROCURE PROMPTLY ANY NECESSARY IMPORT, EXPORT OR OTHER LICENSE FOR THE IMPORTING , EXPORTING OR SHIPPING OF ANY AND ALL PROPERTY SHIPPED UNDER, PURSUANT TO OR IN CONNECTION WITH THE CREDIT AND TO COMPLY WITH ALL FOREIGN AND DOMESTIC LAWS AND GOVERNMENTAL REGULATIONS IN REGARD TO THE SHIPMENT OF THE PROPERTY OR THE FINANCING THEREOF AND TO FURNISH SUCH CERTIFICATES IN THAT RESPECT AS THE BANK MAY AT ANY TIME REQUIRE; TO KEEP THE PROPERTY ADEQUATELY COVERED BY INSURANCE SATISFACTORY TO THE BANK AND TO ASSIGN THE POLICIES OR CERTIFICATES TO INSURANCE TO THE BANK OR TO MAKE THE LOSS OR ADJUSTMENT : IF ANY,PAYABLE TO THE BANK; AND TO REIMBURSE THE BANK UPON DEMAND IN THE EVENT THAT THE BANK OR THE BANK'S CORRESPONDENT PAY FOR OR INCUR ANY LIABILITY IN CONNECTION WITH ANY OF THE FOREGOING MATTERS.
7. THE APPLICANT HEREBY RECOGNIZES AND ADMITS THE BANK'S UNQUALIFIED RIGHT TO THE POSSESSION AND DISPOSITION OF ALL PROPERTY SHIPPED UNDER OR PURSUANT TO OR IN CONNECTION WITH THE CREDIT OR IN ANY WAY RELATIVE THERETO OR TO THE DRAFTS DRAWN THEREUNDER, AND IN AND TO ALL SHIPPING DOCUMENTS , WAREHOUSE RECEIPTS , POLICIES OR CERTIFICATES OF INSURANCE AND OTHER DOCUMENTS ACCOMPANYING OR RELATIVE TO DRAFTS DRAWN UNDER THE CREDIT AND IN AND TO THE PROCEEDS OF EACH AND ALL OF THE FOREGOING,ALL TO BE HELD BY THE BANK SUBJECT TO ALL THE TERMS OF THIS AGREEMENT AS COLLATERAL SECURITY FOR THE PROMPT AND UNCONDITIONAL PAYMENT OF ANY AND EVERY OBLIGATION AND LIABILITY OF THE APPLICANT TO THE BANK AND THE BANK'S CLAIMS OF EVERY NATURE AND DESCRIPTION AGAINST THE APPLICANT WHETHER OR NOT REPRESENTED BY NEGOTIABLE INSTRUMENTS OR OTHER WRITINGS, WHETHER NOW EXISTING OR HEREAFTER INCURRED,ORIGINALLY CONTRACTED WITH THE BANK AND/ OR WITH ANOTHER OR OTHERS AND NOW OR HEREAFTER OWING TO OR ACQUIRED IN ANY AND NOW OR HEREAFTER OWING TO OR ACQUIRED IN ANY MANNER BY THE BANK,WHETHER CONTRACTED BY THE APPLICANT ALONE OR JOINTLY OR SEVERALLY WITH ANOTHER OR OTHERS, DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, SECURED OR NOT SECURED, MATURED OR NOT MATURED (ALL OF THE FOREGOING ARE HEREINAFTER CALLED "OBLIGATIONS.")
8. IN THE EVENT THAT ANY PROPERTY AND OR DOCUMENTS HELD BY THE BANK OR FOR THE BANK'S ACCOUNT IS RELEASED BY THE BANK TO OR UPON THE ORDER OF THE APPLICANT IN TRUST, THE APPLICANT WILL SIGN AND DELIVER TO THE BANK TRUST RECEIPTS AND/ OR STATEMENTS OF TRUST RECEIPT FINANCING AND WILL PAY ALL REQUIRED FILING FEES, AND UPON THE APPLICANT'S FAILURE TO DO SO THE BANK ARE AUTHORIZED AS THE AGENT OF THE APPLICANT TO SIGN ANY SUCH OF RECEIPTS AND / OR STATEMENTS. UPON ANY TRANSFER DELIVERY, SURRENDER OR INDORSEMENT TO THE APPLICANT, OR UPON THE APPLICANT'S REQUEST, OF ANY BILL OF LADING, WAREHOUSE RECEIPT OF OTHER DOCUMENTS AT ANYTIME HELD BY THE BANK OR HELD FOR THE BANK'S ACCOUNT BY ANY OF THE BANK'S CORRESPONDENTS RELATIVE TO ANY DRAFT DRAWN HEREUNDER, THE APPLICANT WILL INDEMNIFY AND HOLD THE BANK HARMLESS FROM AND AGAINST CLAIMS, DEMANDS OR ACTIONS WHICH MAY ARISE AGAINST THE BANK OR ANY SUCH CORRESPONDENT BY REASON THEREOF.

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