

Irrevocable Documentary Credit (LC)



\*Mandatory

To: DBS Bank (China) Limited (the "Bank", "you", or "your" including, in each case, successors and/or assigns). Please complete this application in English ONLY

Date: \* [申请日期]

C.I.F. Number [申请人在我行的CIF号]



This Application, the Documentary Credit ("Credit") to be issued thereunder and any amendments to the Credit so issued, shall be governed by the provisions of the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 ("UCP") unless there is instruction to us to apply any other revision of UCP such as UCP 500. We reserve the right not to accept any instructions from you to issue a Credit which is subject to any revision of UCP other than UCP600. Where the Credit permits reimbursement by the nominated bank, such reimbursement by the nominated bank is subject to Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, ICC Publication No. 725

Main application form with sections: Mode of Advising, Applicant's Name, Beneficiary's Name, Credit Amount, Partial shipments, Price Basis, Dispatch From, Latest Shipment Date, Required Documents, Goods Description/Special Instructions.

Irrevocable Documentary Credit (LC)



\*Mandatory

To : DBS Bank (China) Limited (the "Bank", "you", or "your" including, in each case, successors and/or assigns).  
Please complete this application in English ONLY

Date: \* \_\_\_\_\_  
C.I.F. Number \_\_\_\_\_

\_\_\_\_\_

Other Instructions: If space is insufficient, please use separate sheet (with Authorized Signature(s) & Company's Stamp) \*  
[如有其它特别的条件、条款, 均可在此指明]

Issued under BBLC structure, Master LC No: \_\_\_\_\_ [如果是在出口信用证项下开出背对背信用证, 请注明主证编号]

<p><input type="checkbox"/> This Documentary Credit is transferrable by Advising Bank [需要开立可转让信用证的请选择]</p> <p><input type="checkbox"/> Confirmation Required: Yes [需要保兑的请选择] (In such case, a Reimbursing Bank will be nominated)</p> <p><input type="checkbox"/> Please fix exchange by issuing a forward exchange contract upon issuing of Credit. [在我行签订外汇远期合约的使用]</p> <p><input checked="" type="checkbox"/> Please debit all Credit issuance charges and insurance premium, if any, to our account no. _____ with you. [申请人在我行开立的结算账户, 用于扣收相关费用]</p> <p><input type="checkbox"/> Please fax Credit Copy to fax number: _____ [需要我行传真信用证副本的可选择]</p> <p><input type="checkbox"/> Credit margin for _____ [填写保证金金额, 并提交授权委托书如不适用可不填]</p> <p><input type="checkbox"/> Pay upon receipt of documents at DBS Bank (China) Limited's counters in PRC [我行开立的信用证一般不会指定偿付行] (if not checked, a Reimbursing Bank may be nominated)</p>	<p><input type="checkbox"/> Please provide us with trust receipts ('TR') financing: <input type="checkbox"/> RMB financing, or <input type="checkbox"/> Foreign Currency Financing in _____ (type of currency), or <input type="checkbox"/> Apply Forward Contract No: _____</p> <p>for 100% value of all documentary presentations made in compliance with this Credit but where there are discrepancies, we hereby agree to waive all such discrepancies. Upon your approval of such financing, we agree to be bound by the standard terms, conditions and indemnities printed on the Bank's most current version of TR application forms.</p> <p>[需要信托收据融资的请选择, 并向我行提交信托收据融资申请]</p>
--	--

Type of Charges:	To be paid by:
<input checked="" type="checkbox"/> Credit Opening Charges	<input checked="" type="radio"/> Applicant <input type="radio"/> Beneficiary
<input checked="" type="checkbox"/> All bank charges outside issuing bank's counter	<input type="radio"/> Applicant <input checked="" type="radio"/> Beneficiary
<input type="checkbox"/> RMB Bills Commission/ Commission-in-lieu of Exchange	<input type="radio"/> Applicant <input type="radio"/> Beneficiary
<input type="checkbox"/> Credit Confirmation Charges	<input type="radio"/> Applicant <input type="radio"/> Beneficiary

[在此选择相关手续费由谁承担, 根据客户与受益人的约定填写]

We request you to issue your irrevocable documentary credit in accordance with the instructions herein. We hereby agree to be bound by the terms and conditions next page

(S.V.)

[签章应与申请人在我行的预留印鉴相一致]

\_\_\_\_\_  
Authorized Signature(s) & Company's Stamp

This Application, the Documentary Credit ("Credit") to be issued hereunder and any amendments to the Credit so issued, shall be governed by the provisions of the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 ("UCP600") unless there is instruction to us to apply any other revision of UCP such as UCP 500. We reserve the right not to accept any instructions from you to issue a Credit which is subject to any revision of UCP other than UCP600. Where the Credit permits reimbursement by the nominated bank, such reimbursement by the nominated bank is subject to Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, ICC Publication No. 725

Irrevocable Documentary Credit (LC)

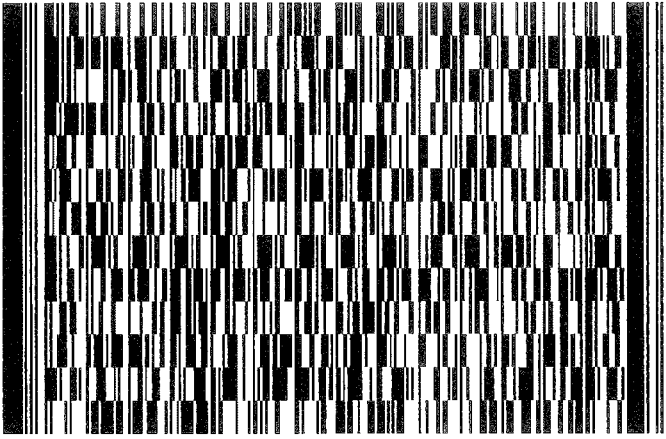


\*Mandatory

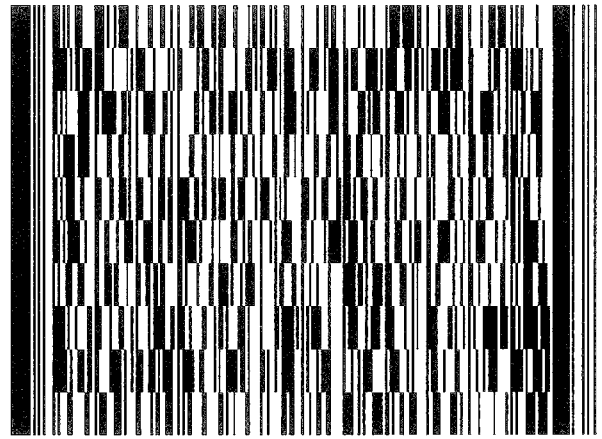
To : DBS Bank (China) Limited (the "Bank", "you", or "your" including, in each case, successors and/or assigns).  
Please complete this application in English ONLY

Date: \_\_\_\_\_  
C.I.F. Number \_\_\_\_\_

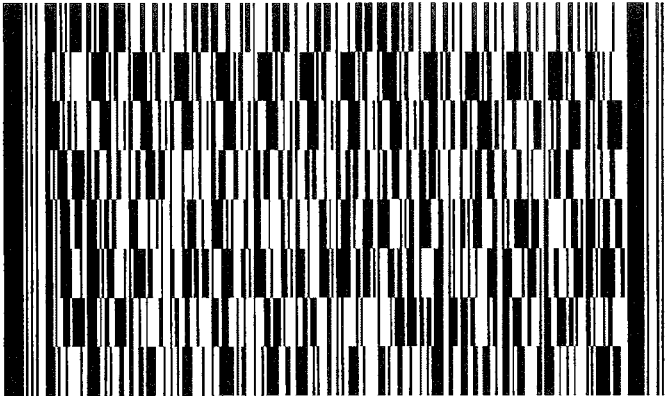
Please do not write on or cover this section



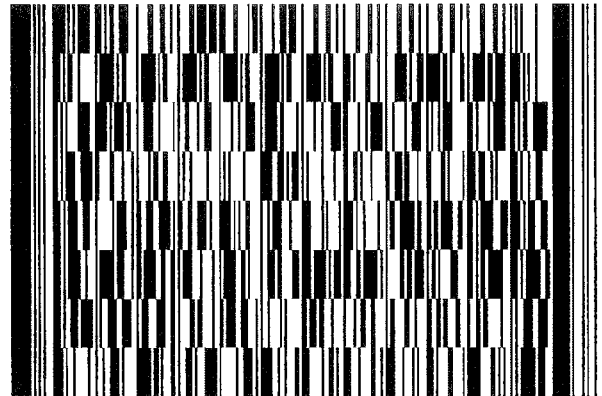
3e45c569-6e23-40bd-a39f-a8dbbc80ec0c



27f5c9b7-01c6-498a-ac4d-37677ef07f44



ed4f4db0-6969-458b-b04b-9ecaaf8efbce



8d498d6b-b469-4e9a-bc57-f9ddbfcad2b4

For Bank Use Only

Special Instructions:

DC Margin for \_\_\_\_\_  
Dr. CA/AS No. \_\_\_\_\_

Limit Box \_\_\_\_\_

Forward Exchange Contract \_\_\_\_\_

All charges for other A/C No \_\_\_\_\_

\_\_\_\_\_

A/C code \_\_\_\_\_ Instructions prepared by \_\_\_\_\_

Date:		Step No.:	
Processor	Releaser 1	Releaser 2	

This Application, the Documentary Credit ("Credit") to be issued thereunder and any amendments to the Credit so issued, shall be governed by the provisions of the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 ("UCP") unless there is instruction to us to apply any other revision of UCP such as UCP 500. We reserve the right not to accept any instructions from you to issue a Credit which is subject to any revision of UCP other than UCP600. Where the Credit permits reimbursement by the nominated bank, such reimbursement by the nominated bank is subject to Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, ICC Publication No. 725

## TERMS AND CONDITIONS UNDER APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

In consideration of your issuing the documentary credit ("Credit") in accordance with the particulars of this application, we agree to the following terms and conditions ("These Terms and Conditions"):

1. We shall be bound by These Terms and Conditions and/or (as the case may be) the terms and conditions set out in any agreements signed by us relating to the Credit. You may, unless agreed otherwise, in your sole and absolute discretion, reject this Application without need of giving any reason therefor. And upon your approval, this Application will constitute a binding agreement between you and us.
2. This Application and These Terms and Conditions shall be governed by the provisions of the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 ("UCP 600") as the same may be amended from time to time and the laws of the People's Republic of China. Except where otherwise stated, the Credit shall be subject to the provisions of UCP 600 and Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credit ICC Publication No. 525 as the same may be amended from time to time. You reserve the right not to accept any instructions from us to issue a Credit which is subject to any revision of UCP other than UCP 600 or any other laws or practice.
3. You shall in your sole judgment determine whether any documents presented under the Credit is complying with the terms of the Credit and such determination shall be binding on us.
4. We authorize you to accept and/or pay on our account all documents purporting to be presented under the Credit and, if applicable, all drafts purporting to be drawn under and in accordance with the terms of the Credit.
5. We shall:
  - (a) pay and indemnify you in full on demand for all sums to be paid or paid by you under or in connection with the Credit and our payment shall not in any case be later than the payment date under the Credit. Where you have paid the relevant amount prior to our repayment thereof to you, you shall be entitled to charge us interest at the prevailing rate from the time payment is made by you in connection with or under the Credit to the time we repay you in full all such payment or we fully discharge all outstanding obligations owing to you, whichever is later;
  - (b) pay to you on demand all charges and expenses paid or incurred by you, your branch, correspondent bank or agent bank in connection with and/or arising out of advising or confirming or reimbursing or not utilizing or amending the terms of the Credit and/or relative goods or otherwise, howsoever incurred, together with commissions with respect to the Credit at your prevailing rate;
  - (c) indemnify you against all liabilities, charges and expenses (including legal costs) incurred or payable by you in enforcing or attempting to enforce your rights hereunder, and pay or repay to you on demand all sums which you may or shall be liable for or pay in respect of such liabilities, charges and expenses, together with (where you have paid the relevant amount prior to our repayment thereof to you) interest thereon at your prevailing rate for the period from the date of your payment to the date of our reimbursement to you.
6. Upon arrival of the goods herein covered, we shall take delivery of the same from the warehouse of the shipping/airline/forwarding company and/or to arrange storage of such goods to your order within the period allowed. Should we fail to perform any of such requirements, you may at your absolute discretion arrange storage of the said goods with any of your approved warehouses at our risk and expenses and cover fire insurance for the same or let the goods remain at the warehouse at our risk.
7. Where the Credit provides for insurance to be purchased by us or by any third party, we shall ensure that the goods or other property be covered in the joint names of you and us or to transfer and assign the insurance contract (by way of policy or certificate) to you in a manner satisfactory to you and, in the case of the expiry of any insurance, you shall be entitled to renew it or, at your option, to effect a new insurance of the goods or other property for our account until such time as you deem necessary.
8. We shall pay the amount or amounts drawn under the Credit even should the goods be diverted or over carried or lost in transit or at warehouse or fail to arrive or be refused landing at destination due to whatever cause.
9. We shall hold you, your branches, the correspondent banks and/or agent banks free from any responsibility for any delay, mistake or omission that may happen in the transmission of the instruction or their misinterpretation when received and for the correctness or genuineness of the documents submitted if apparently in order and/or for the loss or delay in the forwarding of the documents.
10. All documents and the goods shipped under the Credit shall be held by you as security for all or any moneys for which we may at any time be liable to you hereunder and in default of payment, you are hereby authorized and empowered without notice to sell the said goods or any part thereof by public auction or private contract and to apply the net proceeds in or towards payment of the amount or amounts paid by you pursuant to the Credit and/or any other moneys including interest for which we shall be liable to you hereunder and if the proceeds is insufficient, we undertake to pay you the amount of any deficiency immediately on demand. In case of loss of the goods shipped, you are hereby authorized and empowered to obtain payment of any money or moneys payable under any policy of insurance and to apply the net proceeds in the manner herein before provided in the case of the net proceeds of sale of the said goods but nothing herein contained shall affect your right to seek reimbursement from us for the full amount paid by you in honoring the Credit.
11. We shall pay all amounts at your prevailing rate of exchange at the date of payment unless otherwise arranged.
12. We further irrevocably and unconditionally authorize you, without any notice to us, to deduct or debit all or any part of the Margin mentioned on the overleaf (if applicable) and/or any or all of our accounts with you for settlement of all or any part of the monies now and at any time hereafter due or owing to you, which remain unpaid by us in connection with the Credit and/or These Terms and Conditions.
13. You are hereby authorized to accept any instructions that you receive by facsimile or telephone that you reasonably believe are given by us, for using our company's specimen chop. We will provide to you such chop in advance, for your custody and use on our behalf. Save only for your gross negligence or fraud (or your staff), you will not assume any responsibility or liability for the chop or its use, including but not limited to loss or misuse of such chop or for any consequences arising from any amendments authenticated by such chop. In the event that you accept any remote instructions given by facsimile or telephone or such other communication device as you may from time to time approve as a service channel, you shall be entitled at any time, at your absolute discretion, to require confirmation, in such form as you may determine, of such remote instructions before carrying them out.
14. Notwithstanding that you may from time to time, on our instructions, incorporate the content of any letter of indemnity, undertaking, warranty, covenant, performance bond or other agreement between any third party and us ("Third Party Agreement") in any documentary credit or standby letter of credit issued at our request, we accept and acknowledge that you expressly exclude any liability or obligation to us or any third party in respect of the Third Party Agreement.
15. Any discrepancy or non-conformity in the documents wrongly advised by you to us would not be considered a discrepancy or non-conformity entitling us to reject the documents provided that you confirm in writing within three banking days of the initial advice that the discrepancy or non-conformity originally advised does not amount to a discrepancy or non-conformity. We agree that you shall not in any way be liable to us for any loss or damage suffered by us directly or indirectly arising from or in connection with your initial advice of discrepancy or non-conformity.
16. You shall be at liberty to choose the availability for negotiation/payment/acceptance/deferred payment of any Credit issued hereunder, even if our instructions are to issue freely negotiable credit.
17. You shall be at liberty to restrict the availability for negotiation/payment/acceptance/deferred payment of any Credit issued hereunder to any correspondent bank (including any branches or subsidiaries of yours), even if our instructions are to issue freely negotiable Credit.
18. In These Terms and Conditions, "you", or "your" means DBS Bank (China) Limited, including, in each case, its branch, sub-branch, successors and/or assigns.
19. We shall be continue to be bound by all our undertakings herein notwithstanding any amendment, extension, renewal, revision or modification of any kind in the terms of the Credit and, where this Application is signed on our behalf by two or more parties (whether partners or not), and be it in the name of a firm or in any other capacity, all parties so signing shall be jointly and severally liable hereunder.
20. We and our counterparty shall fulfill our anti-money laundering, anti-terrorist financing and anti-tax evasion obligations and responsibilities according to the relevant state provisions.
21. In relation to the facilities secured/guaranteed by offshore entities/individuals ("Offshore Security"), we hereby declare that, at the time of this drawdown/utilization of facilities, there is no existing default or outstanding amount payable by us to the offshore entities/individuals under any transaction supported by the Offshore Security (including the transactions we entered with you or any other financial institutions). We further undertake and confirm that all the information in relation to transactions supported by the Offshore Security shall be true, complete and accurate and we shall promptly notify you in writing of any change to such information. We acknowledge that if the Offshore Security is enforced, before full satisfaction of indebtedness owing by us to the offshore entities/individuals, we shall not execute any documents for transactions supported by Offshore Security and new drawdown/facilities will not made under the existing facility document supported by Offshore Security.
22. We hereby undertake to comply with all the regulation (including its update time to time) issued by regulatory or supervisory authorities which shall be deemed as part of these terms herein.
23. These Terms and Conditions are written in Chinese and English. In case of any discrepancy, the Chinese version shall prevail.