



**[46A] Documents required:**

- Signed commercial invoice in \_\_\_\_\_ originals, \_\_\_\_\_ copies
- Packing list in \_\_\_\_\_ originals, \_\_\_\_\_ copies
- \_\_\_/\_\_\_ Full set original clean on board bills of lading, made out to  THE ORDER OF ESUN COMMERCIAL BANK LTD., DONG NAI BRANCH  \_\_\_\_\_ notifying  Applicant  \_\_\_\_\_ marked  'FREIGHT PREPAID'  'FREIGHT COLLECT'  indicating this L/C no.  and \_\_\_\_\_
- Original clean Air Way Bill and  \_\_\_\_\_ non – negotiable copies  \_\_\_\_\_ copies consigned to  E.SUN COMMERCIAL BANK LTD., DONG NAI BRANCH  \_\_\_\_\_ notify  applicant  \_\_\_\_\_, marked  "FREIGHT PREPAID"  "FREIGHT COLLECT"  indicating this L/C no.  and \_\_\_\_\_.
- Insurance policy or certificate in duplicate and  \_\_\_\_\_ copies, endorsed in blank for not less than 110% invoice value, stipulating that claims are payable at destination in the same currency of the drafts covering institute cargo clauses  A  B  C  Air and  institute war clauses  
 institute strikes clauses  institute theft pilferage and non-delivery clause  and \_\_\_\_\_ (If additional insurance required, state risks to be covered )
- Certificate of origin in \_\_\_\_\_ originals, \_\_\_\_\_ copies \_\_\_\_\_
- Beneficiary's Certificate certifying that  one set of non-negotiable documents  1/3 original Bills of Lading and one set of non-negotiable documents has been forwarded to L/C applicant  within  after \_\_\_\_\_ day(s) from shipment date  by courier service  by airmail.  The relative courier/mail receipt must be attached  and \_\_\_\_\_
- Other documents :  To be continued on overleaf / separate continuation sheet

**[47A] Additional conditions:**

+ T/T Reimbursement  allowed  not allowed.

**[71B] Banking charges:**

1. Issuing bank's charges are for account of  Applicant  Beneficiary
2. All banking charges outside issuing bank are for account of  Applicant  Beneficiary
3. Acceptance commission are for account of  Applicant  Beneficiary

**[48] Presentation period:**

Document to be presented within \_\_\_\_\_ days after the date of shipment but within the validity of the credit.

**[49] Confirmation instructions:**  Confirm  May add  Without

Confirming bank (if any):

Confirmation charges are for account of  Applicant  Beneficiary

Please debit all charges to our account no. \_\_\_\_\_

In settlement, debit principal drawings from our account no \_\_\_\_\_

In case of queries, please contact: \_\_\_\_\_ Tel. No.: \_\_\_\_\_

Request and authorize to Issuing bank to:

- Debit our account no. \_\_\_\_\_
- Hold lien of our fixed deposit no. \_\_\_\_\_

**We hereby undertake to the Bank that the blocked cash margin as mentioned above will not be unblocked without the Bank's consent and/or until we finish all our obligations with the Bank relating to this L/C.**

APPLICANT

\_\_\_\_\_  
 AUTHORIZED SIGNATURE & SEAL

FOR BANK USE ONLY						
Remarks:						
OP			CA	Marketing Team		Signature verified
Manager	Checker	Maker		RM	Team head	

## Terms & Conditions

1. In consideration of the Bank opening this Credit the Customer undertakes to repay to the Bank all moneys paid in pursuance of this letter of Credit together with interest, commission and all customary charges and authorizes the Bank to charge any accounts of the Customer with all moneys so paid or for which the Bank is liable under this Credit.
2. All goods and all Bills of Lading, Warrants Delivery Orders, Documents of Title and securities whatsoever which have been or shall be hereafter delivered into the possession of the Bank or its agents as a result of opening or in connection with any transactions under this Credit are and shall be pledged to the Bank as security for all payments made or which may be made by the Bank or its agents under this Credit together with interest, commission and other customary charges and the Bank shall have full discretion and power of sale over the said goods without notice to the Customer.
3. The Customer undertakes to hold the Bank covered against fire and other risks after the expiry of the insurance mentioned overleaf and in case of loss the amount due under all such policies shall be paid over to the Bank. The Customer authorizes the Bank to collect the amount due under any such insurance.
4. The Customer undertakes to pay freight and landing charges on the goods.
5. Neither the Bank nor its agents shall be in any way responsible for the description quality, value of delivery of any goods, nor for the correctness, gaminess, regularity or validity of any draft or document, nor, for the general, or particular conditions stipulated in any document, nor for delay or deviation from instructions in regard to shipment.
6. The Customer undertakes to provide the Bank at or before maturity with funds to meet all disbursements and acceptances together with commission, interest, charges, etc.
7. This Letter of Credit is subject to the usual terms and conditions operating in the center where the Credit is to be established. (Please re-check this condition to see whether it is necessary, because it may confuse the Applicant)
8. It is understood that all instructions and correspondence relating to this Credit are to be sent at the risk of the Customer and that the Bank does not assume any responsibility for any inaccuracy, interruption, error or delay in transmission or delivery by post, telegraph or cable.
9. This Credit is subject to the "Uniform Customs and Practice for Documentary Credits (2007 Revision). International Chamber of Commerce, Publication No.600".
10. The Customer undertakes to pay on demand all Bank Charges on account of this Credit, including amendments, extensions of this Credit, insurance premier where insurance taken out by the Bank, as well as charges levied by Bank's overseas correspondents or agent.
11. The Bank will honour (for the Customer's account) all presentations made in compliance with the terms of the L/C.
12. The Bank may select the advising bank without consulting the Customer even if the Customer stipulate an advising bank in the Application Form.
13. The Customer must ensure that any goods under the L/C are permitted to be imported in to relevant country. If the Bank need to inspect the Import License, the Customer must provide the original of such Import License to the Bank at the time of application.
14. In case of extension or renewal of this DOCUMENTARY CREDIT or modification of any kind in its terms, the Customer agrees to be bound for the full term of such extension or renewal, and notwithstanding any such modification.

15. For the purpose of anti-money laundering and countering terrorism financing, the Customer agrees the following:

- (1) The Bank may refuse or suspend, or terminate a part or all dealings covered in this Terms and Conditions without any prior notification to the Customer or related person(s) hereof, only if the Bank deems the Customer (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be either individual(s) or entity(s) designated to be investigated or sanctioned under Counter-Terrorism Financing Act; or terrorists or terrorist groups identified by foreign governments or international organizations ( hereinafter referred to as “Sanctioned and Terrorist List”).
- (2) In the circumstance that the Bank is unable to timely conduct data-matching with regards to whether the Customer (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be designated under Sanctioned and Terrorist List, the Bank should not be liable for the Customer or relevant personnel being unwilling to immediately provide information, which causes any losses or damages due to any delay, termination, refusal or failure of transactions.
- (3) The Bank may suspend or refuse the transactions, or suspend or terminate a part or all dealings with the Customer, if the Customer is recalcitrant in or refuses to provide information regarding its beneficial owners, persons holding controlling interest, etc.; or regarding the nature, intent, source of fund of transactions, etc..

**\*\*\*UNDERTAKING: IN CASE THE ORIGINAL TRANSPORT DOCUMENT(S) IS NOT INCLUDED IN THE PRESENTATION, WE UNDERTAKE TO SUBMIT TO THE BANK THE ORIGINAL IMPORT CUSTOMS DECLARATION NOT LATER THAN 30 DAYS AFTER RECEIPT OF DOCUMENTS FROM THE BANK.**

(Plases insert this condition to ensure the L/C compliant with VN foreign exchange regulations)

Continued