E.SUN COMMERCIAL BANK, LTD DONG NAI BRANCH APPLICATION FOR AMENDMENT TO IRREVOCABLE LETTER OF CREDIT

Dated: dd/mm/yyyy

TO: E.SUN COMMERCIAL BANK LTD., DONG NAI BRANCH (THE "BANK")

ADVISING BANK (if know):	CREDIT NO.	AND DATE:	
	APPLICANT NAME:		
	BENEFICIARY NAME:		
TO BE ADVISED BY:	beider ferriter fortwiel.		
\Box CABLE \Box AIRMAIL			
WE HEREBY REQUEST YOU TO AMEND THE AE \Box 01 [238] CANCEL LETTER OF CREDIT	OVE-MENTIONED CREDITAS MA	RKED \square BELOW:	
\Box 02 [50] AMEND APPLICANT'S NAME AND ADDRESS :			
[59] AMEND BENEFICIARY'S NAME AND ADDRESS :			
□ 03 【31D】 DATE AND PLACE OF EXPIRY:			
□ 04 【32B】 CREDIT AMOUNT INCREASED BY :			
[33B] CREDIT AMOUNT DECREASED BY :			
\Box 05 (39A) AMOUNT TOLERANCE \Box +%			
□ 06 【43P】 PARTIAL SHIPMENT □ ALLOWED/□ NOT ALLOWED			
[43T] TRANSHIPMENT [] ALLOWED/[] NOT ALLOWED			
\Box 07 [44A] PLACE OF RECEIPT :			
【44E】 PORT OF LOADING/AIRPORT OF DI 【44F】 PORT OF DISCHARGE/AIRPORT OF			
[44B] PLACE OF FINAL DESTINATION/PLACE OF DELIVERY :			
\Box 08 [44C] LATEST DATE FOR SHIPMENT :			
□ 09 【45B】 SHIPMENT OF GOODS ADD/DELETE:			
□ 10 【46B】 REQUIRED DOCUMENTS ADD/DEL	FTE		
□ 11 【47B】 SPECIAL INSTRUCTIONS ADD/DEL	ETE:		
\Box 12 OTHERS:			

CHARGES: □ PLEASE DEBIT OUR A/C NO □ THIS AMENDMENT CHARGES ARE FOR ACCO	 DUNT OF BENEFICIARY	
ALL OTHER TERMS AND CONDITIONS WILL REMAIN UNCHANGED. WE HEREBY AGREE THAT WE SHALL NOT CAUSE YOU ANY LOSS OR TROUBLE WHATSOEVER IN CONSEQUENCE OF THE ALTERATION (S) AND UNDERTAKE TO ASSUME ALL OUR RESPONSIBILITIES AS PLEDGED IN THE ORIGINAL APPLICATION OF THIS DOCUMENTARY CREDIT.		FOR BANK USE VERIFY SIGN.
PLEASE DEBIT ALL CHARGES AND ADDITIONAL MARGIN TO OUR ACCOUNT NO.	STAMP AND SIGNATURE (S) OF APPLICANT	
INSURANCE WHERE INCREASE TO CREDIT AMOUNT IS REQUIRED:		S.V/ MAKER
□ AS PER OPEN POLICY HELD BY BANK □ AS PER COVER NOTE ATTACHED		CHECKED
□ TO BE COVERED BY ULTIMATE BUYER □ WILL BE SUBMITTED WITHIN 7 DAYS		
□ PLEASE COVER INSURANCE ON OUR BEHALF AND DEBIT OUR A/C FOR THE INSURANCE PREMIUM		AUTHORIZED

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, genuiness, 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.
- 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.