

Application Date:	
	D D M M Y Y

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT (LC)

1. Beneficiary's Name			
2. Beneficiary's Address			
3. Currency / Amount		Tolerance	%
4. Advising Bank Name & Address			
5. Advising Method			
6. This credit is		7. Transferring Bank Name	
8. Expiry Date		9. Country	
10. Partial Shipment		11. Transshipment	
12. Latest Shipment Date		13. Confirmation of credit to the beneficiary	
14. Shipment as defined in UCP		From	To
15. Documents to be sent in		16. Applicant's Ref. No. (if any)	

17. Instructions

- Documents to be presented at negotiating bank's counter within days after the date of shipment but within the validity of the credit.
- Credit available with any bank by against Drafts for 100% invoice value or by Deferred Payment with tenor :

Drafts at <input type="text"/>	At sight <input type="text"/>	Term at usance <input type="text"/>
All banking charges outside Malaysia including reimbursement charges and other expenses incurred are for account of <input type="text"/>		
Acceptance commission (for usance bills only) is for account of <input type="text"/>		
Confirmation commission and charges is for account of <input type="text"/>		
Telegraphic transfer reimbursement is prohibited unless indicated <input type="text"/>		

18. Documents Required

Signed Commercial Invoice(s) in <input type="text"/> copies.
Full set of Clean On Board ocean Bills of Lading / Multimodal / combined Transport document made out to the order of <input type="text"/> Marked freight <input type="text"/> and Notify <input type="text"/>
Air Waybills consigned to <input type="text"/> Marked freight <input type="text"/> and Notify <input type="text"/>
Insurance policy/certificate in negotiable form (in duplicate), blank endorsed not less than 110% of the invoice value covering risk: Clause <input type="checkbox"/> "A" <input type="checkbox"/> "B" <input type="checkbox"/> "C" <input type="checkbox"/> Institute War Clause <input type="checkbox"/> Institute SRCC Clause <input type="checkbox"/> TPND <input type="checkbox"/> Others <input type="text"/> with claims payable at destination in the same currency of the credit and indicating the name and address of a claim agent at destination.
Packing List in <input type="text"/> copies.
Certificate of Origin in <input type="text"/> copies.
Delivery Order made out in the name of Issuing Bank for account of Applicant.
Other documents required, (please specify):

19. Covering goods (please provide brief description)

20. Incoterms (as per ICC latest version):

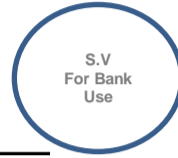
Trade terms FOB CFR CIF Others (please specify unless otherwise stated)

21. Charges Instructions

	21.1 Please debit commission and all the charges or fees from our Mizuho Bank (M) Berhad Account No.	
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22. Special Instructions / Additional Condition

In consideration of your granting to us the above request, we hereby agree to perform our obligations and / or liabilities in connection with this L/C as per conditions set forth in the agreement relative to the Letter of Credit transaction executed by us. We further agree that the L/C hereby issued is subject to the Uniform Customs and Practice for Documentary Credits (UCP), International Chamber of Commerce (ICC) publication, currently in force. Where the Letter of Credit permits reimbursement by the nominated bank, such reimbursement is subject to Uniform Rules for Bank-to-Bank Reimbursement under ICC Publication no.525, or any revision thereof applicable at the time of this application.



Authorised Signatory/ies (Complete With Company Stamp, wherever applicable)

Signatory Name

TERMS AND CONDITIONS

- 1 The Applicant of this application ("Applicant") agrees that Mizuho Bank (Malaysia) Berhad ("Bank") may act by itself or it may at its sole discretion appoint any correspondent(s) to issue the irrevocable Documentary Credit ("the Credit") for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions:
 - i. The Applicant agrees that the Bank may, at its sole discretion and without reference to or consent from the Applicant, amend the terms and conditions of the Credit stated in this application and/or insert additional terms and conditions into the Credit as the Bank thinks appropriate. The Bank may, subject to the beneficiary's consent, cancel the whole or any unused balance of the Credit.
 - ii. If the Applicant instructs the Bank to permit T/T reimbursement or nominate any bank(s) in the Credit, the bank is irrevocably authorized to pay and / or reimburse the relevant claiming bank or reimbursing bank upon receipt of a claim from such bank prior to the Bank's receipt of the presented documents. The Applicant shall bear all the 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 Credit.
- 2 Notwithstanding any instruction(s) stipulated in this application, in the absence of any designated advising, confirming or nominated bank provided by us, the Bank at its sole discretion to determine and instruct any correspondent(s) you deem appropriate in respect of the Credit. The Bank may restrict negotiation(s) under the Credit to the Bank's own office or to any correspondent(s) of the Bank's choice.
- 3 Any action taken or omitted by the Bank or by any of its correspondent(s) under or in connection with the Credit shall be binding on the Applicant and shall not bring any claim against or hold the Bank or its correspondent(s) responsible for any delay or negligence in the processing of or the issuance of the Credit.
- 4 The Applicant agrees that the Bank or by any of its correspondent(s) shall not be liable for any failure to collect any Document or any loss or damage incurred by the Applicant due to any of the following events:
Default, neglect, error, omission, suspension or insolvency of any thereof, delay in presentation or collection, delay or loss in transmission or delay in arrival of drafts, documents or proceeds thereof or the underlying goods, or delay giving notice thereof to the Applicant; mutilation, error, omission or delay in transmission or delivery of any telegram, letter, cable or other written or oral communication; declared or undeclared war; censorship, blockade, insurrection, civil commotion, breakdown or interruption of communication or because of any law, decree, regulation, control or act of public authority of a domestic or foreign government de jure or de facto or any agency thereof, whether rightfully or wrongfully exercised; or any act beyond the Bank's control.
- 5 Where the Credit stated that the shipping documents called for do not include insurance policy(ies) or certificate(s), the Applicant undertake to produce to the Bank before the shipment arrive from the date of this application, an insurance policy or certificate acceptable to the Bank for other than Cost, Insurance and Freight (CIF) value plus at least 10% and shall be entitled to ensure that the merchandise be covered or to transfer and assign the insurance contract (be it by way of policy or certificate) in a manner satisfactory to the Bank. In the case of the expiry of the insurance we shall be entitled to renew it or to effect new insurance for the merchandise until such time you deem necessary.
- 6 The Applicant agrees that the Bank is fully entitled to reject any discrepant documents presented under the Credit notwithstanding that the Applicant may have waived such discrepancy(ies).
- 7 The Applicant hereby irrevocably and unconditionally agree and authorize the Bank to debit our account with the Bank with or without notice for payment of any monies that may due and payable in respect of or pursuant to the Credit at any time as the Bank deems fit.
- 8 Without prejudice to the Bank's right of recourse against the Applicant, the Applicant hereby waives protest, notice of protest and any other notices and/or demands (or other legal process in lieu thereof) whatsoever. Notwithstanding the foregoing, the Bank may, at its sole discretion and at the Applicant's expense, instruct its Correspondent(s) to advise it inter alia of non-acceptance and/or non-payment and protest of any Document which is dishonoured and take any other steps which the Bank may think necessary to protest/protect its interest.
- 9 The Applicant agrees that the Documents shall be pledged to the Bank as a continuing security for all the Applicant's obligations and liabilities owed to the Bank, Whether present or future, absolute or contingent, and whether related or unrelated to the transaction contemplated in this application and in whatever currency such obligations and liabilities may be denominated.
- 10 We shall represent, warrant and fully indemnify the Bank :
 - i. From and against all claims, actions, proceeding, liabilities, damages losses (including foreign exchange losses), costs and expenses which the Bank may suffer ,incurred or sustain by reason or on account of or attribute the Bank having given/issued the said Credit, or as a result of our breach or non-compliance with the Strategic Trade Act 2010 (as amended or supplemented from time to time) (Collectively, "Laws And Regulations") in respect of and in connection with all our trade businesses, activities and transactions including but not limited to import, export, transshipment, transit of goods and/or services in respect of and in connection with all our activities are not prohibited, restricted or in contravention of any law and Regulations.
 - ii. Any request or demand made upon the Bank for payment of any sum of money pursuant to the Credit shall be sufficient authority to the Bank for making such payment .We shall not raise any objection to such payment by the Bank and shall at all time preserve the Bank fully indemnified and hold the Bank harmless against all liability whatsoever in relation to the Bank making such payment.
- 11 The Applicant agree any dispute with the Bank arising from the Credit or the issuance thereof shall be governed by and construed in accordance with the laws of Malaysia and hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

For Bank Use Only		
Approved	Checked	Made
LC No		