

Application for Issuance of Letter of Credit (LC) / Back to Back Letter of Credit (B2BLC)

Issue the LC with the same detail as that of your LC No dated _____ except for the detail specified in "Other Instructions".	For Bank Use Ref No.:
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Attach additional sheets if there is insufficient space, to be signed by applicant's authorised signatories

Advise by: SWIFT Courier Mail	To be advised through any affiliate or correspondent of Standard Chartered Bank, Macau	
For Back-to-Back LC only	Expiry Date (dd/mm/yy): _____	
Export (Master) LC ref: _____	In country of: Beneficiary Applicant	
Issuing Bank: _____		
Currency & Amount: _____		
Applicant (Company Name & Address):	Beneficiary (Company Name & Address):	
Tel: _____ Ref: _____	Tel: _____ Contact Person: _____	
Contact Person: _____	Email: _____	
	Is the Beneficiary a Related Party ¹ ? Yes No	
Currency & Amount: [Figures & Words]	Partial shipment:	Permitted Prohibited Conditional
	Transshipment:	Permitted Prohibited Conditional
Amount Tolerance Plus _____ % Minus _____ %	Shipment Details	
L/C Available with _____ (a) _____ by _____ (b) _____	Place of Receipt: _____	
(a) Advising Bank Any Bank Issuing Bank	Port of Loading: _____	
(b) Negotiation Payment Acceptance	Not later than (dd/mm/yy): _____	
Deferred Payment	Port of Discharge: _____	
Payment Sight	Place of Destination: _____	
Tenor: _____ days after _____		

¹A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common control with, the Applicant, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. "Control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "Controlled" by the first person.

Goods & Services				
Incoterms® 2010:				
Documents required:				
Mutimodal Bills of Lading	Marine Bills of Lading	Air Waybills (AWB)	Charter Party Bills of Lading	Cargo Receipts(CR)
No. of Documents: _____ originals _____ copies <i>[if not stated, default to BLs (3/3 original & 1 NN copy), AWB & CR (1 original & 1 copy)]</i>				
Consignee :	Issuing Bank	To Order, Blank Endorsed	Applicant	
Others (please specify): _____				
Freight :	Prepaid	Collect		
Others (please specify): _____				
Notify :	Applicant			
Others (please specify): _____				
Delivery Order / Delivery Note				
No. of Documents: _____ originals _____ copies <i>[if not stated, defaults to 1 original & 1 copy]</i>				
Content (e.g. Names of signatories, Passport number etc):				
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>				
Insurance Certificate / Policy				
No. of Documents: _____ originals _____ copies <i>[if not stated, defaults to 2 original & 1 copy]</i>				
Insured Percentage _____ % invoice value <i>[if not stated, defaults to 110% of invoice value]</i>				
Covering:	ICC Marine Risk	ICC "A"	ICC "B"	ICC "C" <i>[if not ticked, defaults to ICC "A"]</i>
ICC Air Risks				
Insurance open cover lodged with Standard Chartered Bank, Macau			Insurance to be obtained at a later date	
Details of Open Cover (e.g. Insurance Company Name, Reference No., Contact details etc):				
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>				

<i>Attach additional sheets if there is insufficient space, to be signed by applicant's authorised signatories</i>			
Signed Invoices No. of Documents: _____ originals _____ copies			
Packing List No. of Documents: _____ originals _____ copies			
Certificate of Origin No. of Documents: _____ originals _____ copies Country of Origin: _____			
Others (please specify): _____ No. of Documents: _____ originals _____ copies			
Others (please specify): _____ No. of Documents: _____ originals _____ copies			
Others (please specify): _____ No. of Documents: _____ originals _____ copies			
Additional Conditions:			
Special Payment Conditions for Beneficiary:			
Confirmation <i>(if not ticked, default to 'Not required')</i> : <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Required</td> <td style="width: 50%;">Not Required</td> </tr> </table>		Required	Not Required
Required	Not Required		
Transferable <i>(if not ticked, default to 'No')</i> : <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> </table>		Yes	No
Yes	No		
Advise Through Bank <i>(in addition to first advising bank – optional)</i> :			

<p>Charges:</p> <p>All charges outside issuing bank's country including but not limited to advising, reimbursement and telecommunications fees are for beneficiary's account.</p> <p>All charges are for applicant's account, except for the following:</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin: 5px 0;"></div> <p>Confirmation Charges for account of Beneficiary Applicant</p>	<p>Reimbursement:</p> <p>The nominated bank may claim SWIFT reimbursement (<i>if not ticked, default will be for issuing bank to honour upon receipt of clean documents</i>)</p> <p>Others (<i>please specify</i>):</p>
<p>Present documents within _____ days after shipment date</p>	
<p>Instructions to Issuing Bank</p>	
<p>Transfer each amount presented in connection with LC to Import Loan (IML) for _____ days of financing. Value and currency of each IML corresponds to the associated presented amount²</p> <p>Utilise FX forward contract reference no.:</p> <p>_____</p> <p>Debit all charges to our account no.:</p> <p>_____ CCY _____</p> <p>In settlement, debit principal drawings from our account</p> <p>_____ CCY _____</p> <p>Use export master LC proceeds to settle this back to back LC</p>	<p>Other Instructions (<i>please specify</i>):</p>
<p>Please debit our account no. _____ maintained with you for the amount of _____. The sum debited is to be treated as a cash collateral in relation to any or all Reimbursable Payment Obligation (being an obligation you have entered into on our instruction or otherwise on our behalf, to make a payment to any person in connection with this Credit). We agree that an additional margin may be factored into the amount to be debited as cash collateral if the Reimbursable Payment Obligation is denominated in a different currency. You can hold such sum in an account in your name, under your sole dominion and control, and may use such sum to satisfy our reimbursement obligations to you. You are not obliged to refund any cash collateral unless your contingent or unmatured liability(ies) cease to exist before they mature or do not mature in full. We understand that no credit interest will accrue on any such sum.</p> <p>For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.</p> <p>For the above debit authorization in respect of cash collateral, we irrevocably agree and authorize you to make currency conversions (at an agreed rate of _____ in respect of any amount due to you from us or arising from our instructions to you, and we agree to indemnify you for any shortfall resulting from such conversion.</p> <p>We further agree and authorize you to make currency conversions (at the rate as determined by you in your sole discretion) in respect of any amount due from you to us at the time of refund of the cash collateral, and we acknowledge that you will not be liable in any way whatsoever for any shortfall resulting from such conversion. Please credit the refunded amount to our account No. _____ maintained with you.</p>	
<p><input checked="" type="checkbox"/> We, the undersigned, confirm that we have read the latest standard trade tariff published on the Bank's public website at https://www.sc.com/mo (as amended from time to time). We agree that such standard trade tariff, or any such varied fees or charges as separately notified to us, will be applied for this service.</p>	

²Combined value of IMLs cannot exceed face value of the LC plus any Amount Tolerance unless the exceeded amount has been duly approved by us and you.

<p>In this Application Form, the “Bank” means Standard Chartered Bank Macau Branch, with whom the Applicant has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time.</p> <p>The Applicant agrees to be bound by (a) the Standard Terms, General Trade Terms and the relevant Trade Service Supplements, (b) the Global Master Trade Terms or (c) such other terms as agreed between parties, as the same may be updated or amended from time to time.</p>	Date:	
	S.V.	Applicant’s Signature(s) and Stamp

Standard Chartered

Trade Service Supplement

Issuance of LC / Back-to-Back LC

This Trade Service Supplement supplements the General Trade Terms¹ and applies to an LC or Back-to-Back LC and associated Import Loan We issue on Your Instruction or otherwise on Your behalf.

1. Unless otherwise specified in the Application Form:
 - (a) the LC must be issued subject to UCP which will be incorporated in the LC.
 - (b) the LC may be subject to URR, and if it is, URR will be incorporated in the LC.
2. We retain the right to advise and/or restrict the availability to honour or negotiate the LC to such person(s) We specify, even if You stipulate otherwise in the Application Form.
3. We will honour (for Your account) all presentations made in compliance with the terms of the LC.
4. We may reject any non-complying presentation under the LC even if:
 - (a) We have Notified You that the presentation was compliant; or
 - (b) You Instruct Us to waive all discrepancies We have advised You.
5. If We receive a complying presentation We will comply with Our Reimbursable Payment Obligation even if We mistakenly inform You that the presentation was non-compliant. We are not liable to You for any Losses You suffer or incur as a result of such mistake.
6. We may select the advising bank without consulting You even if You stipulate an advising bank in the Application Form.
7. You must ensure that any goods under the LC are permitted to be imported in the relevant country. If We need to inspect the import licence, You must provide the original of such import licence to Us at the time of Your application.
8. The terms in this Trade Service Supplement will extend to all extensions, renewals, amendments, modifications, replacements or variations of the LC.

The following additional provisions will apply if We issue any Back-to-Back LC on Your Instruction or otherwise on Your behalf,

9. Where the master credit is not advised by Us, You will promptly notify Us upon becoming aware of any amendment proposed to be made to the master credit. You will not agree or reject any amendment to the master credit without Our consent. Any amendment to the slave credit will require Our consent and will only take effect after We receive consent from the relevant parties to the slave credit.
10. Where both the master credit and the slave credit call for the application of CIF terms in accordance with Incoterms® 2010, We may in the slave credit stipulate an insured value plus an appropriate higher percentage to match the insured value plus percentage required by the master credit, to avoid the master credit being "underinsured".
11. After documents are presented under the slave credit, You will on Our demand deliver to Us Your Draft, Your invoice and any other document required to facilitate a complying presentation under the master credit.

12. We may:
 - (a) retain possession of any document presented under the slave credit;
 - (b) take any action including presenting documents to obtain payment under the master credit;
 - (c) negotiate or discount the master credit; and
 - (d) apply the proceeds of any drawing under the master credit to pay the corresponding drawing under the slave credit irrespective of any discrepancy in any document presented under the slave credit.
13. You will not, without Our prior written consent, assign any of the proceeds of the master credit to any person.

The following provisions will apply if We provide Import Loans (IMLs) in connection with the LC to You.

14. We may provide IML financing on a secured or unsecured basis in relation to an LC. The terms of that financing (including the requirements as to security) may be set out separately and agreed between You and Us..
15. We may provide multiple IMLs against a single LC transaction, each of which will be governed by the terms and conditions of this Trade Service Supplement and the Application Form.
16. At no time shall the total value of all IMLs made available exceed the face value of the related LC plus any Amount Tolerance specified in the Application form (unless duly approved by Us and You).
17. You represent to Us that You have not obtained any other financing or granted any Security (other than to Us) in relation to the underlying Trade Transaction or any related Trade Document and that each invoice, purchase order or any other similar document or instrument which is presented to Us for financing represents a genuine sale and delivery of goods and/or services.
18. Unless We expressly agree otherwise, any financing We provide to You is with full recourse to You in all circumstances.
19. We may apply any amount received by Us on Your behalf or for Your account from any person against any amount You owe Us.

¹This Trade Service Supplement shall not apply if You have signed the Banking Facility Letter with the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the General Banking Terms and Conditions ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.