

Conditions:

1. Except so far as otherwise expressly stated, this Documentary Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, including all amendments made in subsequent revisions thereof. ("UCP 600")
2. If the documents called for do not include insurance policy(ies) or certificate(s) we undertake to produce to HSBC Bank Malaysia Berhad ("the Bank") within 15 days from date of this application an insurance policy or certificate acceptable to the Bank and in the Bank's name for the C and F value plus at least 10 per cent, failing which the Bank may effect insurance at our expense and debit our account accordingly but the Bank is not obliged to do so.
3. If this credit is to be advised through an agency or correspondent bank in USA, the Bank is authorised to accept at its sole discretion American Institute clauses insurance policies.
4. The Bank is authorised to make any additions to the documents specified under the credit which the Bank may consider necessary to ensure compliance with government regulations but not obliged to do so.
5. We certify that the import of the goods, as described in the Documentary Credit Application form, is not prohibited or restricted and that we hold and undertake to exhibit to the Bank a valid import licence where such licence is required.
6. The documentary credit and the drawing(s) thereunder are and shall be subject to the Trade Financing General Agreement (or the General Security Agreement Relating to Goods, as the case may be; in either event, hereinafter referred to as "the Agreement") irrespective of whether the Agreement had been executed by us, including any amendments to the Agreement. We have read the Agreement and confirm that we agree to the terms and conditions contained therein.
7. The words "we" and "our" shall be read as "I" or "my" if this application is signed by or on behalf of an individual.
8. Drafts may be drawn clausal "without recourse" if the drawers so require.
9. In the absence of any instructions to the contrary specified in "Additional Conditions" in the Documentary Credit Application Form, the Bank is authorised to instruct any bank or branch concerned to despatch any draft(s) and/or any documents by one or more mails or other methods of conveyance at the Bank's sole direction.
10. We are aware of the implications of Article 34 of UCP600 and acknowledge that where a bank claims to have paid/accepted (honoured) or negotiated under this Documentary Credit, its good faith and the fact of payment/acceptance (honouring) or negotiation thereof shall be presumed in the absence of evidence to the contrary.
11. For sight documentary credits or usance documentary credits negotiable at sight, interest or fees and commission whichever is appropriate payable by applicant to the issuing bank at the current rate of interest pertaining to the currency of this bill from date of negotiation until date of payment.
12. In the absence of any instruction from us, we authorise the Bank to convert the foreign currency amount payable under the credit into its Malaysian Ringgit equivalent at the prevailing selling rate on or before the 5th banking day from the date of the Bank's written notification of arrival of documents.
13. In consideration the Bank permitting and/or authorising the negotiating bank to make a claim under this Documentary Credit prior to receipt of documents by the Bank, we irrevocably indemnify the Bank for the full amount of the negotiating/confirming bank's claim (plus interest or fees and commission, whichever is appropriate, from the date of the claim having been met until repayment at the rate specified by the Bank) in the event that such a claim is subsequently rejected by us or is otherwise not a complying presentation and we authorise the Bank to debit our account accordingly without further authority from us.
14. Any payment to be made in RMB to a party in China under any prevailing trade programme shall be at our risk and we shall bear any losses due to failure/inability to make payment by the Bank (including any exchange re-conversion losses) arising from the terms of, or administration of, such trade programme.