

# APPLICATION FOR TRANSFER OF LETTER OF CREDIT

(This form is to be used where a letter of credit is partially transferred and where a substitution of invoices may be involved.)

TO : HUA NAN COMMERCIAL BANK, LTD.  
HO CHI MINH CITY BRANCH

Date: \_\_\_\_\_

Dear Sirs,

Re: Credit No. \_\_\_\_\_  
Issued by \_\_\_\_\_  
For account of \_\_\_\_\_  
Advice No. \_\_\_\_\_

(Such credit or advice as amended to this date being hereinafter called "the Credit")

We hereby irrevocably assign and transfer all of our rights to draw up to but not exceeding, the sum of :  
\_\_\_\_\_

to \_\_\_\_\_ ("the transferee")  
under the Credit, subject to the terms and conditions of the Credit, except as follows: (Marked "X" in box opposite to the exceptions, if any).

- 1. Our name is to be substituted for the above account party
- 2. The unit price is to be \$ \_\_\_\_\_ (to be filled in only if the unit price is stated in the Credit).
- 3. The quantity is to be \_\_\_\_\_ (to be filled in only if a quantity is stated in the credit and a lesser quantity is to be called for in the transfer).
- 4. The latest shipment date is to be \_\_\_\_\_
- 5. The transferred portion of the Credit is to expire \_\_\_\_\_ and the required documents must be present at your office on or before that date (This date should be at least 5 business days before the expiration of the Credit).
- 6. Our invoices are to be substituted for the invoices of the transferee and we agree to deliver to you on or before the date on which the transferee's draft is delivered to you, but in no event later than the expiration of the Credit, as the same may be amended, our draft and commercial invoice(s) complying with the terms of the Credit as the same may be amended and we request you to substitute our commercial invoice(s) for those presented to you with the transferee's draft. In each such case you are requested to deliver to us the transferee's commercial invoices together with your payment for the amount by which our draft exceeds the amount of the transferee's draft (less your charges) provided that you have honoured the transferee's draft. Should we fail in any case to deliver to you our draft and commercial invoice(s) as above provided, you are hereby authorized without notice to, or demand on us to forward to, or to dispose of as otherwise instructed by, the party on whose request you issued or advised the Credit the transferee's invoice and the other documents accompanying the draft and in such case you shall have no further responsibility to us or to make payment to us of any sum. We further agree that in the event that the paying, accepting or negotiating bank has delivered to the issuing banks the documents received under this transfer, including that second beneficiary's invoices without notifying us of supplying our own invoices in exchange for the second beneficiary's invoices we undertake to bear all the risks involved and you shall have no further responsibility to us.
- 7. We will not substitute our drafts and invoices for those of the transferee and you are to forward to, or to dispose of or otherwise instructed by, the party on which request you issued or advised the Credit the documents accompanying the transferee's draft.

Any amendments of the Credit hereafter made must be approved by us before you give notice thereof to the transferee for action hereon, however, our approval is not required for your honoring the drawings of the transferee notwithstanding discrepancies or variations in the documents presented from the terms of the Credit, as the same may be amended.

The original Credit (including amendments to this date, if any) is attached and we request you to ENDORSE your customary notice of this transfer on the reverse thereof and to return the same to us.

Please notify the transferee through your correspondent, if necessary by  mail /  airmail /  courier ( with brief teletransmission) or  full teletransmission or  please return the transfer letter of credit to us for transmission to the transferee at our expenses.

This transfer shall not become effective until you notify the transferee thereof. No portion of the Credit or of any amendments may be retransferred, and further, we agree to indemnify you in respect of all loss, damage and expense of any kind which may be incurred as a direct or indirect result of your acting on these instructions and also agree to pay you in full on demand for any such loss, damage or expense.

The transfer of the Credit under this application shall be subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, incorporating all amendments made in subsequent revisions thereof.

We request that you, if required, transfer the above-mentioned letter of credit through a correspondent selected by you in accordance with the above instructions.

As to the relevant transferring commission,

- we hereby authorize you to debit same to our account No. \_\_\_\_\_ with you under your usual advice to us.
- we enclose herewith our cheque No. \_\_\_\_\_ for US\$ \_\_\_\_\_ in payment of same.

Yours very truly,

TRANSFeree BANKER

FOR BANK USE
APPROVED
RECHECKED
CHECKED
S.V.

\_\_\_\_\_  
Authorised Signature(s)