

The following terms and conditions apply to instructions and services set out above in this Application for Export Bill (the "Application") to which we agree :

1. We confirm that the Presented Documents have not been paid by the buyer to date, and that they have not been assigned to or favor any person nor have we agreed to do so. We further confirm that we have not and shall not obtain any other financing pertaining to the underlying transaction. We declare that the underlying trade transaction is genuine.
2. Any processing of the Presented Documents under this Application is done on a "with recourse" basis to us in all circumstance. Therefore, in the event of non-payment, and/or late payment and/or non-acceptance of the Presented Documents for any reason whatsoever, we undertake to refund the Bank any sum (in whatever currency) of the Presented Documents together with interest thereon at maximum rate as determined by the Bank (according to the relevant announcement of the Bank of Thailand regarding instructions for commercial banks to perform with respect to interest and discount rates) from the date of disposition of proceeds until full payment thereof and we agree that the Bank may reverse any such sum that the Bank may have credited to our account.
3. We further undertake to hold the Bank free and harmless from and against all expenses, losses and damages howsoever incurred, and/or may be incurred to the Bank in consequence of the Bank's purchase, discount or collection of the Presented Documents and to fully indemnify the Bank immediately upon the Bank's demand of payment of such expenses, losses, and damages.
4. The Bank shall not be responsible for any act of omission, default, suspension, insolvency or bankruptcy of any correspondent to whom the Presented Documents referred to may be sent or any agent thereof, or for any delay in remittance, loss in exchange or loss of items or its proceeds during the transmission or in the course of collections.
5. We hereby authorize the Bank that, it is the Bank's discretion to debit (without prior notice to us) our accounts with the Bath equivalent at the then prevailing bank's selling rate of all amounts due to the Bank, including all charges, damages, fees, interest and costs whatsoever, under or in connection with purchase, discount, collection under this Application and any amount outstanding to our credit may be so applied to reduce our liability or indebtedness to the Bank under or in respect of this Application.
6. We agree and accept that for the use of services from the Bank including but not limited to credit facilities from the Bank under application, agreement and this document, the Bank may disclose our data and/or our partners' data provided to the Bank to digital infrastructure service provider and/or information service provider for exchange of information among financial institutions and/or any financial institution who is a member of such service providers and/or other relevant person(s) (if any) for the necessity of risk protection and assessment which may be occurred from such services provided by the Bank.
7. Purchase, discount, and collection of the Presented Documents drawn under Letter of Credit shall be subject to the version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication ("UCP"), stated in such Letter of Credit, or in the absence of such version being so stated, the latest revised version of the UCP which is in force as of the date of this Application.
8. Purchase, discount, and collection of the Presented Documents drawn under Bill for Collection (DA, DP) shall be subject to the latest revised version of the Uniform Rules for Collection, International Chamber of Commerce Publication, which is in force as of the date of this Application ("URC").
9. This Application between the Bank and us shall be governed and construed in accordance with the law of Thailand.