



APPLICATION FOR ENDORSEMENT OF TRANSPORT DOCUMENTS

Date: _____

UNITED OVERSEAS BANK (MALAYSIA) BHD
[199301017069 (271809K)]
BRANCH

Dear Sir,

REQUEST FOR ENDORSEMENT OF TRANSPORT DOCUMENTS

RELATING TO YOUR LETTER OF CREDIT NO:

AMOUNT:

We request for your endorsement on the following documents enclosed together with this Application. Your endorsement is required prior to the receipt and examination of other documents as called for under the Letter of Credit to enable us to clear the goods.

(1) Invoice No.: _____

(2) BL No/AWB No.: _____

(collectively referred to as "Documents").

We represent, warrant and confirm that the Documents presented to you are true original copies and we have enclosed photocopies for your record.

In consideration of your so doing at our request, to the fullest extent by law and unless due to your negligence or wilful misconduct, we irrevocably and unconditionally undertake and agree to indemnify you and keep you fully and completely indemnified at all times and save harmless from and against any and all consequences, liabilities, claims, demands, actions, proceedings, damages, losses, charges, costs and expenses whatsoever including legal costs on a full indemnity basis and all other liabilities of whatsoever nature or description which may be made, taken, incurred, or suffered by or against you in connection with your endorsement of the Documents and/or any irregularities and/or discrepancies that may be discovered between the documents as called for under the Letter of Credit and the Documents which we now present to you and/or in enforcing or attempting to enforce your rights under this Application. We further irrevocably and unconditionally undertake to accept and shall not reject the Documents even though the Documents appear to be on their face not in compliance with the terms and conditions of the Letter of Credit ("the Discrepant Documents"). You are irrevocably and unconditionally authorised to debit any of our account with you for the payment under the endorsed Documents together with all necessary charges, taxes and levies.

We further irrevocably and unconditionally agree and declare that we are fully aware of the risks involved as a result of our request in this Application and that we will not at any time now or in the future hold you liable in complying with our request in this Application.

We agree that our liability in this Application shall not be limited or in any way affected by the abovementioned value of the goods

The indemnity provided in this Application shall be in addition to and shall not merge with or prejudice or affected by any other rights, remedies, guarantees, indemnities, securities or other obligations which you may now or subsequently hold whether from us or from any other person and you may at any time give time for payment or grant any other indulgence or waiver and/or give up, release, deal with, vary, exchange, enforce, realise or abstain from perfecting or enforcing any other indemnities, guarantees, securities or other obligations held by you at any time and/or discharge any person, and/or compound with, accept compositions from and/or make any other arrangements with any person, as you think fit, without affecting our liability under the indemnity provided in this Application.

The liabilities and/or obligations created by this Application shall continue to be valid and binding for all purposes notwithstanding any transfer or assignment of your business or operations or assets or liabilities or any change by amalgamation, consolidation, reconstruction or otherwise which may be made in your constitution or of any company by which your business may for the time being be carried on and shall be available by the company carrying on that business for the time being.

All monies payable by us under this Application shall be paid to you in full free of any present or future taxes, levies, imposts, duties, charges, fees, or withholdings and without any set-off or counterclaim or any restriction, condition or deduction whatsoever. If we are compelled by law to make any deduction or withholding, we will promptly pay to you such additional amount as will result in the net amount received by you being equal to the full amount which would have been receivable by you had there been no deduction or withholding.



No failure to exercise and no delay in exercising on your part of any right in this Application shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of the right or any other right. The rights and remedies provided in this Application are cumulative and are not exclusive of any rights or remedies provided by law.

Should this Application be signed by or for and on behalf of two or more of us (except in the case of corporations), all liabilities shall be joint and several. In the case of partnership, this Application shall bind all partners jointly and severally notwithstanding retirement or death of any partner or the introduction of any further partner. Any demand for payment made by you to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made to all such persons. You may release or discharge any one or more of such persons from liability under this Agreement or compound with, accept compositions from or make any other arrangements with any one or more of such persons without releasing or affecting your rights and remedies against any such other persons.

If this Application is to be signed by more than one person (such persons hereinafter to be referred to as "the Original Signatories") and any one or more of the Original Signatories fails to sign the same or having signed is not bound by this Application (whether by reason of lack of capacity or improper execution of this Application or for any other reason whatsoever), the remaining Original Signatories shall continue to be bound by this Application as if such other Original Signatories had never been party to this Application.

We hereby declare that all information given in relation to this Application are true and correct and in full compliance with the applicable Foreign Exchange Administration Rules. We shall be fully responsible for any inaccurate, untrue or incomplete information provided to the Bank.

This Application shall be governed by and interpreted in accordance with the laws of Malaysia and we irrevocably submit to the non-exclusive jurisdiction of the Courts in Malaysia. We irrevocably waive any objections on the ground of venue or forum non conveniens or any similar grounds.

Any provision of this Application which is illegal, void, prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions in this Application and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such provision in any other jurisdiction.

Time shall be of the essence of this Application.

This Application and our obligations in this Application shall be binding on us and our successors in title and shall enure to the benefit of you, your successors in title and assigns.

Any notice or demand may be sent to us by hand or by post to my address specified below or at such other address as may from time to time be notified by us to you for the purpose or at /our last known address. Any notice or demand shall, if delivered by hand be deemed to be given at the time it is left at any such address and if sent by post shall be deemed to have been given two (2) days after posting.

In this Application, words importing the singular include the plural and vice versa and references, words applicable to natural persons include any body of persons, company, corporation, firm or partnership corporate or unincorporate and vice versa; and other grammatical forms of a word or expression defined in this Application have a corresponding meaning.

This Application is subject to the terms and conditions of the Blanket Indemnity for Endorsement of Advanced Original Copies of Airway Bill / Marine Bill of Lading / Transport Document including all supplements and amendments from time to time.

Yours faithfully,

Authorised Signatory's Signature(s)

Name of Authorised Signatory(ies) :

Name of Applicant :

Address :

Account No :

2/2