



APPLICATION FOR SHIPPING GUARANTEE AND / OR ENDORSEMENT ON DELIVERY ORDER

To: **United Overseas Bank (Thai) Public Company Limited (the “Bank”)** Date:

Whereas there is a shipment of goods consigned to your order under your Documentary Credit No.
or under a collection to be sent to you, shipped by sea / air / parcel post, which has now arrived, details as per the following:

Mark & Numbers	Numbers of Packages	Description of goods	Vessel Name, Voy # / Airline, Flight # / Parcel Post Receipt # /	B / L or AWB or Parcel Post Receipt Number

Whereas the commercial documents relating thereto, such as bills of lading, invoice, bill of exchange or draft, certificate of origin, air waybill, parcel post receipt. (hereinafter separately and / or collectively referred to as “**Document(s)**”), have not yet arrived;

Whereas we wish to obtain the release of the said goods, the estimated value of which is
equivalent to Thai Baht

Therefore, we hereby request you to [please mark “**X**” where applicable]

- countersign Letter of Guarantee/ Letter of Indemnity datedaddressed to
.....relating to the bills of lading as specified above;
- endorse our order, the delivery order dated relating to the air waybill as specified above;
- endorse our order No.from relating to the above parcel post delivery.

Yours faithfully,

.....
Authorised Signature(s) and Company Seal (if any)

**TERMS AND CONDITIONS FOR APPLICATION FOR SHIPPING GUARANTEE
AND/ OR ENDORSEMENT ON DELIVERY ORDER**

1. In consideration of your agreement with the above, we hereby undertake and agree to the following:
 - (a) to hold you harmless from all consequences and/or liabilities of any kind, whether directly or indirectly, that may arise therefrom;
 - (b) to pay /reimburse you for all money paid by you in respect of any claims against you arising therefrom, notwithstanding that the amount of such claims may exceed the estimated value mentioned above upon your demand together with customary charges and interest as stated in Clause 2;
 - (c) to hold you free from responsibility in the event of any damage to, loss of, deficiency in or defect in goods shipped;
 - (d) to accept any and all discrepancies which may subsequently appear on the relative document (s) and to authorise you either to effect payment or to release the reserve /guarantee /indemnity held by the paying /accepting /negotiating bank, as the case may be, upon the receipt of such document (s) without prior notice to us;
 - (e) to accept without delay, the usance draft (s) relating to this shipment upon receipt of such draft (s) from you and to expressly waive any and all defenses that may be interposed;
 - (f) to return the above mentioned Letter of Guarantee/Letter of Indemnity within 30 (thirty) days from the date of countersignature by you; and
2. We agree that the interest under this Application shall be at the default interest rate equal to MINIMUM RETAIL RATE (MRR) (“Interest Rate”) plus 3 (three) percent per annum without any prior notice to us, provided that the default interest rate shall not exceed the rate prescribed by law. The default interest rate shall be calculated from the date where you made payment of claims/ bills under this shipment until the date of actual repayment to you in full. We agree and acknowledge that you are entitled to immediately announce a change to the Interest Rate in accordance with your bank’s notifications which is notified at its principal office, branch offices and on your website, or in notifications of the Bank of Thailand or notifications of any agencies or as prescribed by laws at that time, provided that such Interest Rate shall not exceed the rate prescribed by laws. If the default interest rate is changed, we agree that you shall be entitled to change the default interest rate immediately from the date on which the changed interest rate is effective without requiring any notice to us or our consent.
3. We hereby agree that you shall be entitled to debit, at any time and from time to time, our account with you for all money arising from reimbursement of your payment of claims/ bills under this shipment and also for principal, interest, fees, costs and expenses and you shall notify such action to us after such deduction within a reasonable period of time.
4. Where we have entered into the Master Agreement with the Bank, this Application shall form an integral part of the Master Agreement. All the terms and conditions of the Master Agreement, except as stated herein, shall continue in full force and effect.