



**APPLICATION FOR NEGOTIATION/DISCOUNT WITHOUT RECOURSE OF EXPORT BILLS  
DRAWN UNDER LETTER OF CREDIT (TERM)**

Date.....

To: **KASIKORNBANK PUBLIC COMPANY LIMITED**

HEAD OFFICE 1 SOI RATBURANA 27/1, RATBURANA ROAD, BANGKOK 10140, THAILAND

**Dear Sirs,**

Our Draft/Invoice No. ....Date.....

For..... drawn under L/C no. ....usance payable at.....days

Issued by.....

We..... (company's name)

submit herewith documents for negotiation/discount under the above mentioned Letter of Credit as follows:

Documents	B/E	INV.	P/L	C/INV	C/O	INSP Cert	Qual Cert	INS	B/L	AWB	Orig. L/C		

**Disposition of Payment:**

Credit our account No. .... after deducting your interest charges.

Apply proceeds to our export loan P/C No. ....the remaining balance  
(if any) please credit our account No. ....

At Discount Rate .....

Other instructions: .....

In consideration of your having negotiated/discount under the above mentioned documents, we hereby agree as follows:

- We hereby agree that your negotiation/discount of said draft(s) and /or documents is done on a "without recourse" basis. Therefore, in the event of non-payment of said draft(s) and/or documents by whatsoever reason except Clause 2 hereof, we will not refund to you the foreign currency amount of such draft(s) and/or documents.
- We agree that you will maintain the right of recourse to us in the full amount of this transaction in the event that the payment is not made to you by the L/C issuing bank due to
  - either by direct payment or via assignment of proceeds due to sanction clause in the L/C ;
  - the applicant and/or beneficiary has been determined in this transaction to be in breach of sanctions imposed by the US., other governments and/or regulatory authorities against certain countries, entities, individuals or actions ;
  - the occurrence of fraud in the underlying transaction or related documentation and ;
  - a dispute arises between counter parties of the underlying transaction under this L/C
- We further undertake to hold you free and harmless from and against all expenses, losses and damages howsoever incurred and/or may be incurred to you in consequence of your negotiation/discount of the above mentioned documents and fully indemnify you immediately upon our receipt of your notice to that effect.
- We hereby agree that this will serve as your authority to charge our account with the Baht equivalent of the draft(s) and/or documents amount at the then prevailing bank's selling rate including interest and all other cost and expenses.
- We further agree that your negotiation/discount of our above mentioned documents is subjected to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, (Publication No. 600)

**Yours Faithfully,**

**Forward contract No.** .....

.....  
Authorized Signature