

APPLICATION FOR ISSUANCE OF LETTER OF GUARANTEE

TO: FIRST COMMERCIAL BANK, LTD.
 HONG KONG BRANCH
 (Incorporated in Taiwan with limited liability)

Date _____
 Bank's Ref. No.

Gentlemen

The undersigned hereby requests you to execute a Letter of Guarantee in my/our name to be given to the carrier company or its agents named below to enable me/us, without producing the Bill of Lading, to land, clear, store, take delivery of and dispose of the goods as mentioned below. We hereby agree to the guarantee specified on the reverse side hereof and the Running Shipping Guarantee Agreement which we have signed and presented to your Bank.

Name of Exporter		Invoice Value	
Name of Carrier Company		Drawn under L/C No. _____ Dated _____	
Shipping Marks	Description of Goods	Bill of Lading	No. _____ Date _____
			From _____ To _____
			Name of Vessel _____
		Yours truly,	

 Authorized Signature and Company Chop

FOR BANK USE ONLY

S/G	Date Executed	
	Balance	
	Date Released	

 Maker
 (Signature Verified)

 Checker

 Manager

GUARANTEE

In consideration of the delivery to the undersigned, at the undersigned's request, by FIRST COMMERCIAL BANK (hereinafter called the Bank) of its letter of guarantee to the carrier company or its agents named on the reverse side hereof, receipt of which is hereby acknowledged, and in recognition of the fact that, after release of the goods to the undersigned, failure to pay the relative draft(s) would, or might, be harmful to the interests of the Bank in foreign trade and/or involve it in undesired controversies the undersigned hereby irrevocably agree(s) as follows:

1. The undersigned will indemnify and hold the Bank harmless from all consequences of the delivery of said guarantee and pay the Bank on demand any and all claims, losses and/or expenses that may arise under or in respect of said guarantee. The Bank also may at any time pay, compromise or adjust any such claims, and the undersigned agrees to pay the Bank on demand any amount required or expended by it for such purpose.
2. If the shipment described above is financed by letter of credit, the Bank without restriction may (and undersigned requests it to) honour any draft(s) drawn or purporting to be drawn under said letter of credit, even though the accompanying documents do not conform with the requirements thereof and/or all the documents required do not accompany said draft(s), and the undersigned expressly assume(s) full responsibility for any discrepancies or deficiencies in such documents; all without prejudice to the Bank's rights under the undersigned's agreement in respect of the said letter of credit.
3. If the shipment described above is not financed by letter of credit the undersigned will honour any draft(s) covering the shipment mentioned above, or otherwise reimburse the interested parties for the amount(s) involved, even though because of any deficiency or variation in the documents or goods the conditions for honour have not been complied with. In the event the undersigned shall fail to honour any such draft(s) or otherwise reimburse the interested parties for the amount(s) involved, the Bank may at any time pay the respective amount(s) to the presenter(s) of the draft(s) or the interested parties for account of the undersigned; and the undersigned agree(s) to pay the Bank on demand any amount(s) required or expended by it for such purpose.
4. The undersigned will immediately upon receipt of the original bill(s) of lading arrange for the prompt release or return to you of the guarantee issued by you pursuant to this agreement. If said guarantee is not released within a reasonable time from this date, upon your request we shall deliver to the carrier company or its agents named on the reverse side hereof such bond or give such security as may be required to replace the guarantee and request the carrier company or its agents to return said guarantee to you or to confirm that said guarantee has been cancelled.

All rights hereunder shall be determined in accordance with the laws of Hong Kong.