

# AMENDMENT / CANCELLATION FOR LETTER OF CREDIT (LC)



កាលបរិច្ឆេទ / Date: ...../...../.....

☐ AMENDMENT ☐ CANCELLATION

## ព័ត៌មានលម្អិតពីលិខិតឥណទាន / Letter of Credit Details

ឈ្មោះអ្នកស្នើសុំ/Applicant's Name: .....  
លេខសម្គាល់/Guarantee Ref. No.: ..... ថ្ងៃចេញផ្សាយ/Issuance Date: .....  
ចំនួនទឹកប្រាក់ជាលេខ/Amount in Figures: .....  
ចំនួនទឹកប្រាក់ជាអក្សរ/Amount in Words: .....  
ឈ្មោះអ្នកទទួលផល/Beneficiary's Name: .....

## ព័ត៌មានលម្អិតពីការកែប្រែ / Amendment Details

☐ Latest Shipment date to be extended to: .....  
☐ Expiry date to be extended to: .....  
☐ Please amend the amount to: .....  
☐ Other (Please Specify): .....

**Note: All other terms and conditions remain unchanged.**

## ព័ត៌មានលម្អិតពីការលុបចោល / Cancellation Details

☐ Please cancel the above Letter of Credit .....  
☐ Comment: .....  
.....

ខ្ញុំ/យើងខ្ញុំ ផ្តល់សិទ្ធិជូន ធនាគារកាត់ប្រាក់ចេញពីគណនីខ្ញុំ/យើងខ្ញុំខាងក្រោមនេះសម្រាប់កម្រៃសេវាការកែប្រែ ឬលុបចោលពីគណនីរបស់ខ្ញុំ/យើងខ្ញុំ។ I/we authorize the bank to debit for amendment fee or cancellation fee from:

ឈ្មោះគណនី/Account Name: .....

លេខគណនី/Account No.: .....

ខ្ញុំ/យើងយល់ព្រមថាការកែប្រែឬការលុបចោលណាមួយនឹងគ្មានប្រសិទ្ធភាព  
លុះត្រាតែភាគីពាក់ព័ន្ធទាំងអស់យល់ព្រម។

I / We accept that any amendment or cancellation will be ineffective unless all parties involved consent<sup>4</sup>

ហត្ថលេខាអ្នកស្នើសុំ & ត្រា / Applicant's Signature & Stamp

កាលបរិច្ឆេទ/Date: ...../...../.....

## សម្រាប់ការប្រើប្រាស់របស់ធនាគារតែប៉ុណ្ណោះ / For Bank Use Only

|               |  |
|---------------|--|
| Amount of FCY |  |
| Collateral    |  |
| Margin        |  |
| Commission    |  |
| Cable         |  |
| Swift Cost    |  |
| Total Amount  |  |

|              |              |             |              |                |
|--------------|--------------|-------------|--------------|----------------|
| Prepared By: | Reviewed By: | Checked By: | Verified By: | Authorized By: |
|              |              |             |              |                |

អគារធនាគារ ហត្ថា មហាវិថីសម្តេចហ៊ុនសែន ភូមិព្រែកតានូ សង្កាត់ចាក់អង្រែលើ ខណ្ឌមានជ័យ រាជធានីភ្នំពេញ

Hattha Bank Tower, Samdech Techo Hun Sen Blvd. Phum Prek Ta Nu, Sangkat Chak Angrae Leu, Khan Mean Chey, Phnom Penh, Phone: (+855) 70 266 999, Website: [www.hatthabank.com](http://www.hatthabank.com) Email: [info@hatthabank.com](mailto:info@hatthabank.com)

SWIFT CODE: HATHKHPP

## **TERMS AND CONDITIONS**

1. We, the applicant, request to issue/amend under this letter of credit which are payable in United States currency or in currency other than United States currency, applicant shall reimburse Hattha Bank Plc (Herein after call the “Bank”) at the office located at Hattha Bank Tower, Samdech Decho Hun Sen Blvd. (Street 60 meters), Phum Prek Ta Nu, Sangkat Chak Angrae Leu, Khan Mean Chey, Phnom Penh, Cambodia on demand in United State legal tender or in currency other than United States currency, the amount paid on such draft (s), with interest provided, or if so demanded by the “Bank”, to pay to the “Bank” at said office, in advance in such legal tender the amount required to pay such draft(s).
2. Under this request, Applicant hereby agrees to have collateral for fully secured the request (i) Cash Margin (non-interest-bearing deposit), (ii) Term Deposit which is subject to auto roll over if the Term Deposit tenor is shorter than the contract tenor, (iii) Credit Line (approved by the Bank) at such limitation for the request. Applicant agrees and acknowledge that the bank is authorized to transfer/redeem or convert the mentioned collaterals to cover any payment that is or may be required to be made by the Bank under this letter of credit at bank’s discretion.
3. Applicant shall reimburse the Bank, at said office, on demand, the amount paid with respect to any such draft (s) (Including any amount paid by the charging of the Bank’s account by any Bank under the Letter of credit), together with interest as provided by Bank. such reimbursement to be equivalent amount in United State currency of the amount paid by the Bank at the rate of exchange in effect at said office on the date of such payment for wire transfer to the place of payment in the currency in which such draft is drawn.
4. Applicant shall pay to the “Bank”, on demand, the “Bank”’s commission and all charges and expenses (Including all charge for legal services and including those charges for the account of beneficiary if letter of credit but unpaid for any reason) paid or incurred by the “Bank” in connection with credit and correspondents’ charges, if any and the interest as hereinafter provided.
5. In the event of extension of the maturity of the credit or time for presentation of draft(s), or document(s) or any other modification of the term of the credit of any increase in the amount of the credit in each case at applicant’s request, This agreement shall be binding upon Applicant regard to the credit so increased or otherwise modified, the draft(s), and to any action taken by the “Bank” or any of “Bank”’s correspondents in accordance with such extension increase or other modification.
  - Applicant assume all relevant risks (including, without limitation, non-receipt, non-compliance risk of the presented document) of the acts or omission of the user of the credit and all risks of the misuses of the credit. Neither the “Bank” nor the “Bank”’s correspondents shall be responsible for the form, validity, sufficiency, accuracy, genuineness, or legal effect of any document specified in the Application, even if should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent for forged;
  - (II) for the validity or sufficiency of any instrument transferring or assigning or purporting to transferring or assigning the credit or the rights or benefits thereunder or proceeds thereof in whole or in part, which may prove to be invalid or ineffective for any reason;
  - (III) for failure of any draft to bear any reference or adequate reference to the credit, or failure to any person to note the amount of any draft of the reserve of the credit to the surrender to take up the credit or to send forward any such document apart from drafts as required by the terms of the credit, each of which provision, if contained in the credit itself, it is agrees, may be waived by the “Bank”;
  - (iv) for errors, omission, interruptions or delays in transmission or delivery of any messages, by mail, swift, telex, facsimile or otherwise, whether or not they be in cipher;
  - (v) for any error, neglect, default, suspension or insolvency of any if the “Bank”’s correspondents,
  - (vi) for errors in translation or for error in interruption of technical terms;
  - (vii) for any loss or delay in the transmission, or otherwise of any such document or draft or of proceeds thereof, or
  - (viii) for any consequences arising from causes beyond the “Bank”’s control.
  - None of above shall affect, impair, or prevent the vesting of any of the “Bank”’s right or power hereunder nor affect the absolute and unconditional obligation of the Applicant to pay all amount due and owing to the “Bank” hereunder without setoff, counterclaim or any other reduction whatsoever. The “Bank” shall have the right to transmit the terms of the credit without translating them. If the credit provides that payment is to be made by the “Bank”’s correspondent, neither the “Bank” nor such correspondent shall be responsible for the failure of any document specified in the credit to come into “Bank”’s hands or for any delay in connection therewith, and Applicant’s obligation to reimburse the “Bank” for payment made or obligations incurred shall not be effected by such failure or delay in the receipt by the “Bank” of any or all of such document whether send to the “Bank” in one or multiple mailings. In furtherance and extension and not in limitation of the specific provisions herein above set forth, any action taken or omitted by the “Bank” or by any correspondent of the “Bank”, under or in connection with the credit of the relative draft(s) or document(s) if taken or omitted in good faith, shall be binding upon Applicant and shall not put the “Bank” or the “Bank”’s correspondent under any resulting liability to applicant.
6. Applicant hereby agree at all times to protect, indemnify and save harmless the “Bank” and the “Bank”’s correspondents from and against any of all claims, actions, suits and other legal proceedings, and from and against any and all loss, claims, demands, liabilities, damages, costs, changes, counsel fees and other expenses which the “Bank” or the “Bank”’s correspondents may, at any time, sustain or incur by reason of or in consequence of or arising out of the issuance of the credit; it being the intention of the parties that this agreement shall be constructed and applied to protect and indemnify the “Bank” and the “Bank”’s correspondent against any and all risks involved in issuance of the credit, all of which risk are hereby assumed by the Applicant, including, without limitation, any and all risks of the acts or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority (all such acts and omission, herein called the “Government Acts”).
7. The bank shall not, in any way, be liable for any failure by the “Bank” or anyone else to pay any draft (s) under the credit as a result of any government Acts or any other cause beyond the “Bank” control or the control of the “Bank”’s correspondents, agents or subagents. Without limiting the generality of the forgoing, Applicant shall reimburse the “Bank” and the “Bank”’s correspondents, and shall pay and indemnify the “Bank” and the “Bank”’s correspondent against payment of out-of-pocket expenses, liability and damages (including, without limitation, reasonable counsel fees) incurred or sustained by the “Bank” or any correspondent in connection with the credit or by reason of any such failure to pay. The agreement contained in this paragraph shall survive the issuance of any credit hereunder, the payment of any drawings made thereunder and the expiration of this agreement.
8. Applicant will bear and pay all expenses of any kind (including all charges for legal services) for the perfection and/or the enforcement of any of the “Bank”’s right herein mentioned or of any claim or demand by the “Bank” against Applicant, any and all stamp taxes, recording taxes, fee and filling taxes payable in connection with the credit, or with in respect to any collateral delivered hereunder of any actual or attempted sale, exchange, enforcement, collection, maintenance, retention, Insurance, compromise, settlement, release, delivery on trust receipt, or delivery of such security, and of the receipt of proceeds thereof, and will repay to the “Bank” any such expenses incurred by the “Bank”. The agreement contained in this paragraph shall survive the issuance of any Credit hereunder, the Payment of drawing made hereunder and the expiration of the agreement.
9. Applicant acknowledge and confirms the “Bank”’s independent obligation under the credit and covenants and agrees that (i) it will not interfere in any way with such obligations except in good faith for good and proper cause, and (II) in the event Applicant seeks to enjoin in nay way’s your due performance of the “Bank”’s Obligation under the credit by institution of any such suit, action or other proceeding, all parties to the credit shall be joined therein and the jurisdiction therefor shall be strictly limited to the place where the credit was issued.
10. Notice of acceptance of this agreement by the “Bank” is waived. This agreement shall be governed and construed in accordance with the laws of Cambodia, but the credit shall be subject to the uniform customs and practice for documentary credit (2007 revision) International chamber of commerce, Publication No, 600 and any replacements thereof and substitutions thereof.