

Reference Number \_\_\_\_\_

## EXPORT LETTER OF GUARANTY

Gentlemen:

I/We are forwarding to you the following documents amounting to \_\_\_\_\_:

Original	Copies	Document	Original	Copies	Document
		Commercial Invoice	. <u> </u>		Draft
		Certificate of Origin			Amount
		Insurance Policy/Certif			Drawn on
		Bills of Lading			Address
		Inspection Certificate			Special Customs Invoice
		Packing List			Others (Specify)
		Beneficiary Certificate			· • • /
		Weight Certificate			

## MODE OF PAYMENT (Mark appropriate box/boxes):

LETTERS OF CREDIT LC No Applicant Issuing Bank Address		
DOCUMENTS AGAINST ACCEPTAN Drawee Designated Collecting Bank Address	Tenor	
DOCUMENTS AGAINST PAYMENT Drawee Designated Collecting Bank Address		

STANDING INSTRUCTIONS (Mark appropriate box/boxes):

□ OUTRIGHT PURCHASE ARRANGEMENT

Subject to your approval, please purchase the enclosed shipping documents and in case of discrepancy, please.

- Send the enclosed documents on collection basis without prior notification to me/us without any responsibility on your part; and, upon receipt of payment, credit my/our Current/Savings/FCDU Account\_\_\_\_\_ maintained with your \_\_\_\_\_ Branch Office
- Return the documents to me/us for my/our further disposition.

## COLLECTION BASIS ARRANGEMENT

Please send the enclosed shipping documents on collection basis without any responsibility on your part and upon receipt of payment, credit my/our Current/Savings/FCDU Account \_\_\_\_\_ maintained with your \_\_\_\_\_ Branch Office.

- 1. Purchase of Bill(s) shall be made by you with recourse on me/us in the event of non-payment for any reason/discrepancy.
- 2. In case of dishonor or delayed payment of the Bill(s), I/we will pay you the amount specified below, and for such purpose, you are authorized to debit my/our account or at any time at your option to hold, apply, and/or charge against the money or credit due me/us now or hereafter existing:
  - a. The principal amount of the Bill(s) converted at the prevailing selling rate of the relevant foreign currency or the buying rate at the time of the purchase, whichever is higher.
  - b. Interest at \_\_\_\_\_\_and Penalty at \_\_\_\_\_\_computed based on the principal amount as mentioned in item (a) which will commence on the following dates:
    - i. Interest from the date of purchase
    - ii. Penalty charges for

Sight Payment - 30 days after the date of purchase up to the date of my/our payment to you or the date your account with the correspondent bank shall have been credited

Usance Term - from maturity date up to the date of my/our payment to you or the date your account with the correspondent bank shall have been credited.

c. All charges, including your correspondent's charges, protest and/or cable expense, charges to protect the cargo and other cost relative thereto.

In case of non-payment or non-acceptance as hereinabove instructed, you may at your discretion request protest and/or cable advice of non-payment and non-acceptance.

In consideration of your negotiating the above described Bill(s), I/we hereby unconditionally warrant that the said Bill(s) and accompanying documents are genuine and accurately represent the facts they state, and that the Bill(s) will be accepted and paid in accordance with the tenor thereof. I/We further undertake and agree, jointly and severally, to hold you free and harmless from, and to defend you against, all actions, claims, and demands whatsoever, and to pay on demand all damages, actual or compensatory, including attorney's fees at least equal to 10% of the amount due or PHP 10,000.00 whichever is higher, which you may suffer by reason of or on account of your negotiating the aforesaid Bill (s) or any discrepancy or any reason whatsoever.

I/We represent and warrant that I/we have full power and authority to take or have taken all actions necessary to execute, deliver, and fulfill my/our obligations hereunder and that this document is my/our legal, valid and binding obligations, enforceable against me/us in accordance with its terms.

All rights, obligations and liabilities arising herein shall be governed and construed in accordance with the laws of the Philippines. In case of any litigation herein, venue shall be exclusively fixed in the proper courts of Makati City, Metro Manila.

Very truly yours,

Name of Firm/Address (Exporter)

Authorized Signature(s) (Exporter) (Signature over Printed Name)

Note: For correction of discrepancy(ies) or any need, contact\_

\_\_\_\_\_

Tel. No.

## FOR BANK'S USE ONLY

Received By:

Signature Verified By:

Account Marketing Officer (Signature over Printed Name) Date/time

(Signature over Printed Name)

Date/Time