

(f) A "confirming bank" is a bank which engages either that it will itself honor a credit already issued by another bank or that such a credit will be honored by the issuer or a third bank.

(g) A "customer" is a buyer or other person who causes an issuer to issue a credit. The term also includes a bank which procures issuance or confirmation on behalf of that bank's customer.

(2) Other definitions applying to this Sub-title and the Sections in which they appear are:

"Notation Credit."	Section 5—108.
"Presenter."	Section 5—112 (3).

(3) Definitions in other Sub-titles applying to this Sub-title and the Sections in which they appear are:

"Accept" or "Acceptance."	Section 3—410.
"Contract for sale."	Section 2—106.
"Draft."	Section 3—104.
"Holder in due course."	Section 3—302.
"Midnight deadline."	Section 4—104.
"Security."	Section 8—102.

(4) In addition, Sub-title 1 contains general definitions and principles of construction and interpretation applicable throughout this Sub-title.

5—104. Formal Requirements; Signing.

(1) Except as otherwise required in subsection (1) (c) of Section 5—102 on scope, no particular form of phrasing is required for a credit. A credit must be in writing and signed by the issuer and a confirmation must be in writing and signed by the confirming bank. A modification of the terms of a credit or confirmation must be signed by the issuer or confirming bank.

(2) A telegram may be a sufficient signed writing if it identifies its sender by an authorized authentication. The authentication may be in code and the authorized naming of the issuer in and advice of credit is a sufficient signing.

5—105. Consideration.

No consideration is necessary to establish a credit or to enlarge or otherwise modify its terms.

5—106. Time and Effect of Establishment of Credit.

(1) Unless otherwise agreed a credit is established

(a) as regards the customer as soon as a letter of credit is sent to him or the letter of credit or an authorized written advice of its issuance is sent to the beneficiary; and

(b) as regards the beneficiary when he receives a letter of credit or an authorized written advice of its issuance.

(2) Unless otherwise agreed once an irrevocable credit is established as regards the customer it can be modified or revoked only with the consent of the customer and once it is established as regards the beneficiary it can be modified or revoked only with his consent.