

APPLICATION FOR IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

Date

TO: EMIRATES NBD BANK PJSC		PLACE <input style="width: 100%;" type="text"/>	
DEAR SIR, PLEASE ISSUE FOR MY/OUR ACCOUNT AN IRREVOCABLE DOCUMENTARY CREDIT IN ACCORDANCE WITH THE FOLLOWING MENTIONED PARTICULARS.			
APPLICANT		BENEFICIARY	
NAME		NAME	
ADDRESS		ADDRESS	
TEL. NO.		TEL. NO.	
FAX NO.		FAX NO.	
EMAIL		EMAIL	
<input type="checkbox"/> ISSUE BY (AIR) MAIL	<input type="checkbox"/> WITH BRIEF ADVICE BY TELETRANSMISSION	EXPIRY DATE AND PLACE FOR PRESENTATION OF DOCUMENTS	
<input type="checkbox"/> ISSUE BY TELETRANSMISSION	<input type="checkbox"/> BY COURIER SERVICE	EXPIRY DATE	
<input type="checkbox"/> TRANSFERABLE CREDIT		PLACE FOR PRESENTATION	
CONFIRMATION OF THE CREDIT			
<input type="checkbox"/> NOT REQUESTED	<input type="checkbox"/> REQUESTED	AMOUNT	
<input type="checkbox"/> AUTHORISED IF REQUESTED BY BENEFICIARY		<input type="checkbox"/> NOT EXCEEDING	<input type="checkbox"/> ABOUT
CONFIRMATION CHARGES		AMOUNT IN WORDS	
<input type="checkbox"/> APPLICANT	<input type="checkbox"/> BENEFICIARY		
PARTIAL SHIPMENTS			
<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED		
TRANSHIPMENTS		CREDIT AVAILABLE WITH NOMINATED BANK	
<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED	<input type="checkbox"/> BY PAYMENT AT SIGHT	
PLEASE REFER TO UCP 600 TRANSPORT ARTICLES FOR EXCEPTIONS TO THIS CONDITION		<input type="checkbox"/> BY DEFERRED PAYMENT AT	
		<input type="checkbox"/> BY ACCEPTANCE OF DRAFT AT	
		<input type="checkbox"/> BY NEGOTIATION	
SHIPMENTS		TERMS	
FROM <input style="width: 150px;" type="text"/>	PORT/AIRPORT <input style="width: 100px;" type="text"/>	<input type="checkbox"/> EX-WORKS	<input type="checkbox"/> FCA
FOR TRANSPORTATION TO <input style="width: 150px;" type="text"/>		<input type="checkbox"/> FOB	<input type="checkbox"/> CFR
	PORT/AIRPORT <input style="width: 100px;" type="text"/>	<input type="checkbox"/> CIF	<input type="checkbox"/> DDU
NOT LATER THAN <input style="width: 150px;" type="text"/>		<input type="checkbox"/> DDP	<input type="checkbox"/> OTHER TERMS
AGAINST THE DOCUMENTS DETAILED HEREIN AND BENEFICIARY'S DRAFT DRAWN ON _____ (ALL DOCUMENTS TO BE IN ENGLISH/ARABIC LANGUAGE AT LEAST IN DUPLICATE THIS LC NUMBER UNLESS OTHERWISE SPECIFIED)			

<input type="checkbox"/>	COMMERCIAL INVOICE: IN _____ ORIGINAL AND _____ COPIES DULY SIGNED BY BENEFICIARY STATING THE FULL NAME AND ADDRESS OF THE MANUFACTURER/PRODUCER CERTIFYING THE ORIGIN OF GOODS AND CONTENTS TO BE TRUE AND CORRECT. ORIGINAL OF WHICH MUST BE LEGALISED BY U.A.E. EMBASSY/CONSULATE IN THE COUNTRY OF BENEFICIARY.		
<input type="checkbox"/>	FULL SET OF "ON BOARD" MARINE BILL OF LADING ISSUED TO THE ORDER OF EMIRATES NBD BANK PJSC MARKED FREIGHT _____ AND NOTIFY "APPLICANTS". THE BILL OF LADING MUST CONTAIN NAME, ADDRESS AND TELEPHONE NUMBER OF CARRYING VESSEL'S AGENT AT PORT OF DESTINATION.		
<input type="checkbox"/>	TRUCK WAYBILL EVIDENCING GOODS CONSIGNED TO EMIRATES NBD BANK PJSC MARKED FREIGHT _____ NOTIFY APPLICANT.		
<input type="checkbox"/>	AIR WAYBILL EVIDENCING GOODS CONSIGNED TO EMIRATES NBD BANK PJSC MARKED FREIGHT _____ NOTIFY APPLICANT. A COPY OF INVOICE, PACKING LIST AND CERTIFICATE OF ORIGIN MUST ACCOMPANY THE CONSIGNMENT.		
<input type="checkbox"/>	FORWARDER'S CERTIFICATE OF RECEIPT (FCR): ISSUED BY THE SHIPPING AGENTS M/S _____ CONFIRMING RECEIPT OF GOODS DESCRIBED IN THIS LETTER OF CREDIT FOR ONWARD DELIVERY TO _____		
<input type="checkbox"/>	(MARINE/AIR/LAND) INSURANCE POLICY OR CERTIFICATE, ISSUED TO THE ORDER OF EMIRATES NBD BANK PJSC IN THE CURRENCY OF THIS CREDIT FOR AT LEAST 110% OF CIF INVOICE VALUE COVERING RISKS AS PER INSTITUTE OF LONDON CARGO CLAUSE (A), WAR, STRIKE, RIOTS AND CIVIL COMMOTION FROM WAREHOUSE TO WAREHOUSE AND EXPRESSLY STATING THAT CLAIMS IF ANY ARE PAYABLE IN _____ (SPECIFY OTHER REQUIREMENTS) _____		
<input type="checkbox"/>	CERTIFICATE OF ORIGIN IN DUPLICATE ISSUED/CERTIFIED BY JOINT ARAB CHAMBER OF COMMERCE OR IN ITS ABSENCE BY ANY CHAMBER OF COMMERCE/CHINA COUNCIL FOR THE PROMOTION OF INTERNATIONAL TRADE/MINISTRY OF INDUSTRY AND TRADE OR ITS AFFILIATE IN INDONESIA. ORIGINAL OF WHICH MUST BE LEGALISED BY UAE EMBASSY/CONSULATE IN THE COUNTRY OF BENEFICIARY CERTIFYING THAT THE GOODS ARE OF _____ ORIGIN STATING FULL NAME AND ADDRESS OF THE MANUFACTURER/PRODUCER OF THE GOODS AND ALSO NAME OF THE EXPORTER AND NAME OF THE EXPORTING COUNTRY.		
<input type="checkbox"/>	INSURANCE COVERED LOCALLY BY APPLICANT UNDER COVER NOTE/POLICY NO. _____ WITH _____ TELEX NO. _____ FAX NO. _____ TEL NO. _____ SHIPMENT ADVICE QUOTING THE NAME OF THE CARRYING VESSEL/AIRCRAFT/TRUCK NUMBER, DATE OF SHIPMENT/DESPATCH, NUMBER OF PACKAGES, MARKS, AMOUNT, LC NUMBER, COVER NOTE POLICY NUMBER MUST BE SENT TO ABOVE INSURANCE COMPANY AND APPLICANT EITHER BY FAX/TELEX/REGISTERED AIRMAIL/COURIER SERVICE. COPY(IES) OF TRANSMITTED SHIPMENT ADVICE(S) ACCOMPANIED BY FAX ACTIVITY REPORT(S)/REGISTERED AIRMAIL RECEIPT(S) COURIER RECEIPT(S) MUST ACCOMPANY THE DOCUMENTS.		
<input type="checkbox"/>	PACKING LIST		COPIES
<input type="checkbox"/>	WEIGHT LIST		COPIES
OTHER DOCUMENTS/CERTIFICATES :			
<input type="checkbox"/>	OTHER TERMS/CONDITIONS ARE AS PER THE LAWS AND REGULATIONS OF THE COUNTRY GOVERNING IMPORT OF GOODS WHERE GOODS ARE LANDED.		
DOCUMENTS TO COVER SHIPMENT/DELIVERY OF :			
<input type="checkbox"/>	SHIPPING MARKS: (MUST BE INDICATED ON AWB/BL/TRUCK WAY BILL AND PACKING LIST)		

SPECIAL INSTRUCTIONS (IF ANY) :	
LEGALISATION	<input type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED
<p>ALL BANK CHARGES AND COMMISSIONS (POSTAGE, COURIER, TELEX INCLUDED) PAYABLE OUTSIDE ISSUING BANK ARE TO THE ACCOUNT OF _____ DOCUMENTS TO BE PRESENTED WITHIN ____ DAYS AFTER THE DATE OF ISSUANCE OF THE TRANSPORT DOCUMENT(S) AND WITHIN THE VALIDITY OF THIS CREDIT.</p>	
<p>I/WE AGREE THAT EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT WILL BE SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.600. IN CONSIDERATION TO YOUR ISSUING THE ABOVE MENTIONED CREDIT. I/WE HEREBY BIND MYSELF/OURSELVES IN RESPECT OF CONDITIONS AS DETAILED OVERLEAF. I/WE AUTHORISE, YOU TO DEBIT MY/OUR CURRENT A/C WITH YOU FOR YOUR COMMISSION, CHARGES AND MARGINS, IF ANY INCLUDING, BUT NOT LIMITED TO, AN AMOUNT CHARGED IN RESPECT OF ANY APPLICABLE VALUE ADDED TAX OR ANY OTHER SIMILAR SALES TAX (VAT).</p> <p>EMIRATES NBD BANK PJSC WILL NOT ACCEPT OR NEGOTIATE ANY DOCUMENTS OR HANDLE ANY TRANSACTIONS THAT ARE IN BREACH OF APPLICABLE UN, US, EUROPEAN, UAE SANCTIONS, LAWS OR REGULATIONS.</p>	
ACCOUNT NUMBER	
SIGNATURES	
SIGNATURE VERIFIED	
<p>APPLICANT TO ALSO SIGN ALL ANNEXURES TO THE APPLICATION IN FULL</p>	

1.	The communication advising this credit shall be despatched at my/our risk and cost and you are not to be held liable for any delay, agents or correspondents errors or omissions that may arise in its transmission or delivery or by reason of your acting upon such defective cable nor shall you be under any responsibility for the validity of the documents taken in connection with this credit nor for any error or defect of quantity, quality, value, weight, packing or description of any goods and it is further agreed that your right to reimbursement from me/us for bills negotiated under this authority shall not be prejudiced or affected by any invalidity, insufficiency, irregularity, or mis-description arising in any of the documents, for delay in shipment, transshipment, or arrival of the goods.
2.	At any time either on or after opening the credit, whenever and as many times as you may deem it necessary. I/we undertake to pay to your office on demand such sum as margin as you may in your absolute discretion consider necessary as further security for the fulfilment of my/our obligations. You may also debit my account with you with such a sum if and when you deem it necessary before or after giving me notice to that effect.
3.	If in consequence of any interruption of communications with the country where the credit is available, or due to any other cause it cannot be ascertained for the time being to what extent the beneficiary has availed himself of the credit or if any other obstruction arises, I/we shall not be entitled to demand release of any security. I/we may have given, or be discharged from any of my/our obligations herein until all difficulties have been removed and the final settlement of all accounts in connection with the issuance of this credit has taken place.
4.	Insurance: I/we undertake that the goods shall be fully insured as indicated in the credit for not less than the full C.I.F. value thereof plus (10%) ten percent and in the currency of the credit and insurance policy in respect thereof shall be assigned to you, and that, until payment by me/us of all amounts due to you in respect of the credit and of all my /our other indebtedness or liabilities to you on any account, the insurance moneys payable are to be held as available to you and if received by me/us, shall be paid to you forthwith and until so paid shall be held by me/us on your behalf.
5.	I/we agree that in the event of any extension of the maturity or time for presentation of drafts, acceptances or documents or any other modification of the terms of the credit, at my /our request, or in the event of any increase in the amount of the credit at my/our request, all the provisions of this agreement shall apply to the credit so increased or modified and to the drafts, documents and goods covered thereby, and to any action taken by you, your agents or correspondents in accordance with such extension, increase or modification.
6.	I/we hereby agree duly to pay the drafts drawn under this credit on first presentation at the option of the bank either in Dirhams or in the currency in which the drafts are drawn and to pay all telegram, telephone and all other charges and expenses of what nature or kind whatsoever incurred by you, your agents or correspondents, including their and your commission, taking into consideration however the rules laid down by the United Arab Emirates Central Bank.
7.	If default be made in due payment of the principal, commission and charges as aforesaid you shall be entitled without any further consent on my/our part and without any notice to me/us to sell the goods or the documents of title thereto either by public or private treaty and to act in all respects as if you had been the direct consignees of the goods, charging such commission and being so accountable as is usual between a merchant and his correspondents in ordinary cases, the proceeds to be applied in payment of all sums disbursed by you for freight, insurance or other charges and of all expenses attending the sale and of the principal sum and commission thereon and upon any payment made under the powers and authorities herein contained, Should there be any deficiency I/we will remain responsible for same until full settlement has been obtained by you of the amount due to you inclusive commission, charges and expenses as mentioned above.
8.	We further report that we are aware of the regulations governing the boycott and non-dealing with enemy and declare that the company with whom this letter of credit is opened, is not on the blacklist. We declare our full responsibility of any deviation from this.
9.	In case of dispute regarding the interpretation of the terms of this letter of credit it is understood that the regulations laid down in the Uniform Customs and Practice for Commercial Documentary Credit (2007 Revision) of the International Chamber of Commerce, Publication No.600 will rule unless such regulations are against the laws of this country.
10.	If this Letter of Credit expires or is unutilised we agree to pay the charges incurred outside United Arab Emirates if payment of the same is refused by beneficiaries.
11.	I/we are bound by the terms of the Facilities Agreement Form signed by me/us and conditions for opening documentary letters of credit as detailed herein.
L/C NO. <input type="text"/>	