

Issuance of Import Letter of Credit - Application

Date of Application:

We request you to issue an irrevocable Sight Usance
Letter of credit on behalf of us with the below mentioned terms and conditions.
Please select any one, Commercial Transferable Revolving Stand By

Applicant (Name, Address & Contact):**On Account of (On behalf of):****Currency & Amount** (In figures): _____

In words: _____

Tolerance (if any):**Expiry Date:****Place of Expiry:****Credit Available with/by** Payment Negotiation Acceptance Deferred Payment Drafts, if any: At _____ days from/after _____

Drawn on issuing bank for full invoice value of goods

Incoterms: EXW FCA FAS FOB CFR CIF CPT CIP DAP DPU DDP**Confirmation:** Without May Add Confirm**Goods Description:****Shipment Details:**

Place of taking in Charge:

Port of Loading:

Port of Discharge:

Place of Final Destination:

Latest Date of Shipment:

Partial Shipment: Allowed Not AllowedTransshipment: Allowed Not Allowed**Advising Bank:****Presentation Period:** Documents to be presented within _____ days from the date of shipment/delivery.**Charges:** All Charges are to the account of applicant All Charges are to the account of beneficiary All Charges outside issuing bank are for beneficiary's account Applicant bank charges for applicant and Beneficiary bank charges for beneficiary**Legalization Charges:** Applicant Beneficiary N/A

Documents Required:

- Signed Commercial invoice in _____ originals and _____ copies certifying that the goods are of _____ origin, certified by the local Chamber of Commerce and legalized by UAE Embassy/Consulate.
- Packing list in _____ originals and _____ copies
- Certificate of Origin evidencing the goods are of _____ origin issued/certified by Chamber of Commerce/Beneficiary stating full name and address of manufacturer/producer of the goods.
- Full set of original Clean On-Board marine bills of lading and non-negotiable copies issued or endorsed to the order of Commercial Bank International PSC, Dubai, UAE showing Freight Paid or Freight Collect respectively, notifying Applicant or _____
- Original Airway Bill evidencing consignee as Commercial Bank International PSC, Dubai, UAE showing Freight Paid or Freight Collect respectively, notifying Applicant or _____
- Delivery note in _____ originals and _____ copies duly evidencing the date of delivery, place of receipt and place of delivery and manually counter signed by applicant's authorized representative, confirming that the goods are received in good order and condition. Specimen signature of applicant's authorized representative(s) is attached herewith.
- Original Insurance Policy or Certificate issued in negotiable form in the currency of this credit for 110% of the CIF value of goods
- Truck Consignment Note If insurance is covered by Applicant, Insurance Policy No. and details _____

Additional Conditions:

We hereby apply for an Import Letter of Credit/Documentary Credit offered by Commercial Bank International PSC as per the above mentioned instructions. By submitting this Application we confirm having read, understood and agreed to the terms and conditions mentioned overleaf as an integral part of this Application.

Pre-payment Instruction:

- In case of usance document, we authorize you to pre-pay the credit compliant or accepted LC document at the cost of applicant / beneficiary. I hereby confirm submitting the prepayment indemnity with CBI.

Name, Stamp and Authorized Signatory (ies) of Applicant)

Please debit our account no. _____
for charges related to this LC.

Kindly contact _____ at
phone no. _____ or email
_____ for any queries or
clarifications.

Terms and Conditions

The undersigned hereby applies for a letter of credit to be issued by Commercial Bank International PSC in accordance with this application ("**Documentary Credit**") and agrees to the following terms and conditions or such other terms and conditions applicable to us in respect of the Documentary Credit as may be provided pursuant to credit facility agreement with you (together the "**Terms and Conditions**"):

1. The words "**we**", "**our**" and "**us**" shall refer to the undersigned. The words "**you**", "**your**" and "**Bank**" shall refer to "Commercial Bank International PSC".
2. In consideration of opening this Documentary Credit at our request, we hereby undertake to repay you, successors and assignees all amounts paid by you or your agents in pursuance of this Documentary Credit together with interests, commissions and other customary charges. We hereby authorize you to debit any of our accounts held with you with all amounts been paid or for which the Bank is liable under this Documentary credit. In doing this, you may at any time without notice to us, combine and/or consolidate all or any of our accounts and set-off or transfer any sums standing to the credit to any one or more of such accounts or towards satisfaction of any of our liabilities to you including the one related to this credit.
3. All goods, bill of lading, warrants delivery orders, documents of title and securities whatsoever which have been or shall be hereafter delivered into your possession or possession of your agents as result of opening or in connection with our transaction under this Documentary Credit, are hereby pledged to you as a security for all payments made or which may be made by you or your agents under this Documentary Credit together with interest, commissions and other customary charges. We further agree to execute such documents and take such actions as you may require to grant any security interest in relation to the Goods and to perfect and enforce your contractual rights and security interests in respect of the Goods.
4. We also undertake to deposit with you, from time to time either collateral security or cash margin at your absolute discretion which is deemed necessary as an additional security for the fulfillment of our obligations under this Documentary Credit. We hereby irrevocably authorize you to use such cash margin to settle any liability to you under this Documentary Credit.
5. In case of our default on the payment date, we authorize you to sell any merchandise under this Documentary Credit without any notice to us either by public auction or by private sale at your discretion and to apply net proceeds towards reimbursement of payments under this Documentary Credit and we also agree to pay you on demand the amount of any shortfall in this regard which are due by us to the Bank.
6. It is agreed that our liability hereunder is not affected in any manner whatsoever and you are not responsible for any losses or damages which may happen to any such merchandise during its transit and/or after its arrival, and/or the non-insurance or improper or inadequate insurance thereof and/or any deficiency in the quality, quantity, weight or value thereof and/or stoppage or detention thereof by the shipper or any other person whomsoever.
7. We undertake to insure and keep insured in your name the Goods in full value thereof comprehensively against all insurable risks, terms and perils as you shall require, and to hold the policies of such insurance on your behalf and produce on request all policies of such insurance and all premiums receipts in respect thereof. In the event the Goods are covered by a blanket policy covering all Goods in our premises then we hereby undertake to obtain from our Insurers an endorsement naming you as a loss payee in the full amount or value of the Goods. If we recover any insurance indemnity as a result of loss or damage howsoever caused to the Goods, we will immediately pay to you all moneys received from the insurers or otherwise to the extent of our liabilities hereunder and until such payment, we will hold the same as trustee and as an agent for you.
8. It is clearly understood and agreed by us neither you nor your agents shall be in any way responsible for the description, quality, value or delivery of any such goods nor the correctness, genuineness, regularity, or validity of any draft or documents under this credit nor the general or particular conditions stipulated in any documents nor the delay or deviation from instructions in regard to shipments.
9. We hereby unconditionally and irrevocably undertake to pay you on or before the maturity date of the drafts drawn under this Documentary Credit and presented to us for payment together with commission, interest, charges etc.
10. We understand and agree that we will be considered to be in default with you and that we will have to pay you, on first written demand, all amounts we owe you for the full principal amount of the Documentary Credit plus interests and applicable charges (the "**Liabilities**") if one or more of the following events occur:
 - a. We fail to pay the Liabilities on the expiry of the tenor;
 - b. We fail to pay any debts when due;
 - c. We breach one or more of our representations, undertakings or obligations under these Terms and Conditions;
 - d. We default under any other credit facility agreement we have with you;
 - e. We become insolvent, bankrupt, abscond from the U.A.E, commence winding-up proceedings, a receiver is appointed for the whole or any part of our business assets or undertakings or unable to pay any of our debts in general;
 - f. A material adverse change occurs to our legal status, ownership structure, business affairs, condition (financial or otherwise) which in the opinion of the Bank would impair our ability to honor our obligations hereunder; or
 - g. The Documentary Credit availed by us pursuant to the Application becomes illegal or restricted by virtue of new law or regulations.
11. We further declare that these terms and conditions shall remain in full force and effect and shall continue to be binding notwithstanding any changes which may from time to time take place in the partners or constitution of our company and that these terms and conditions are in addition to any facility offer letter or letter of hypothecation and/or other documents already signed or which may hereafter be signed by us in your favor.
12. You are authorized to make any addition (prior to the issuance of this Documentary Credit) to the documents specified under this documentary credit which you may consider necessary to ensure compliance with institutional and constitutional regulations.
13. It is understood and agreed that all instructions and correspondences relating to this credit are to be sent at our own risk and that you do not assume any responsibility for any inaccuracy, interruption in transmission by SWIFT or delivery by post/courier.
14. We hereby confirm that these terms and conditions for the opening of credit are irrevocable and unless otherwise expressly stated. The Documentary Credit is subject to the latest version of Uniform Customs and Practice for Documentary Credits and Uniform Rules for Reimbursement (URR) ICC Publication with all its addition and amendments or alterations to be published from time to time.
15. If we delay in providing our disposal instructions on documents received by you, we hereby authorize you to act at your sole discretion as per the latest version of Uniform Customs and Practice for Documentary Credits and debit our account to the value of the documents, if necessary.
16. We hereby undertake to bear if there is any loss in foreign exchange conversions while you pay the Documentary Credit in its currency.
17. We hereby undertake to pay all fees due to U.A.E Ministry of Finance and Industry in lieu of any legalization charges on documents, if the submitted invoice or certificate of origin is not legalized by U.A.E Embassy or Consulate.
18. We hereby authorize you to route the Documentary Credit through your branch or your correspondent bank at your sole discretion.
19. You are hereby authorized to exercise full discretionary powers in relation to the total or partial implementation of the Terms and Conditions.

By signing below, we confirm and agree to the terms and conditions mentioned above.

Name, Stamp and Authorized Signatory (ies) of Applicant)