

Application for the issuance of a Letter of Credit

Date:

We request you to issue on our behalf an irrevocable Letter of Credit (LC) in accordance with instructions below.

- Applicant's instructions to be typed and indicated by appropriate selections in the respective boxes where applicable
- All alterations and additions to this application are to be authenticated by the Applicant.

<input type="checkbox"/> Swift	<input type="checkbox"/> Courier
Form of Credit <input type="checkbox"/> Irrevocable <input type="checkbox"/> Transferable	<input type="checkbox"/> Revolving <input type="checkbox"/> Wakala Murabaha
Date of Expiry <input type="text" value="DD/MM/YYYY"/>	Place of Expiry
Applicant/On behalf of (Name and Address)	Beneficiary (Name and Address)
Currency and Amount	Beneficiary Account No.
Amount in words	Beneficiary's Bank Details (Advising Bank)
Credit Amount Tolerance % Plus <input type="checkbox"/> Minus <input type="checkbox"/>	Beneficiary Bank (Advising Bank) Swift Code:
Credit Available with Nominated Bank by: <input type="checkbox"/> Payment <input type="checkbox"/> Deferred Payment <input type="checkbox"/> Negotiation <input type="checkbox"/> Acceptance <input type="checkbox"/> Mixed Payment	Shipment By <input type="checkbox"/> SEA <input type="checkbox"/> AIR <input type="checkbox"/> LAND
At <input type="text"/> Days after shipment	Latest Date of Shipment/Delivery _____
<input type="checkbox"/> Others	Period for Presentation of Documents (No. of days from Shipment/Delivery Date)
Partial Shipments / Deliveries <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	Shipment Terms with place <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> FAS <input type="checkbox"/> FOB <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> EXW <input type="checkbox"/> DDP Others (Please specify)
Transshipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	
Place of Taking in Charge/Shipment	
Port of Loading/Airport of Departure	
Port of Discharge/Airport of Destination	At _____ as per INCOTERMS 2020
Place of Final Destination	Confirmation Instructions <input type="checkbox"/> Confirm <input type="checkbox"/> May add <input type="checkbox"/> Without

Application for the issuance of a Letter of Credit

Description of Goods and/or Services

Shipping Marks: (if any) to include

Charges

Issuing Bank charges	<input type="checkbox"/> Applicant	<input type="checkbox"/> Beneficiary
Advising Bank/Other Bank charges	<input type="checkbox"/> Applicant	<input type="checkbox"/> Beneficiary
Legalization Charges (As applicable)	<input type="checkbox"/> Applicant	<input type="checkbox"/> Beneficiary
Confirmation Charges (As applicable)	<input type="checkbox"/> Applicant	<input type="checkbox"/> Beneficiary
Others (Please Specify)		

Documents Required

- Signed Commercial Invoices in Original plus copies describing goods, stating the name & address of manufacturers, certifying:
- origin of goods
 - contents are true and authentic,
 - prices are current and correct,
 - this is the only invoice for the goods described therein, and
 - the HS (Harmonized System) Code of the goods.
- Invoice to be legalized by the UAE Embassy or consulate. Yes / No
- Full set of clean shipped on board Ocean/marine/multimodal transport Bills of lading issued to the order of Emirates Development Bank, P.O.Box: 51515, Abu Dhabi, UAE marked freight prepaid / payable at destination showing notify
- Bills of lading must show the name and address of carrying vessel's agent at the port of destination.
- Airway bill Original 3 (for Shipper) marked freight prepaid / payable at destination showing flight Number, airport of departure, airport of destination and date of dispatch of goods, Consigned to Emirates Development Bank, P.O.Box: 51515, Abu Dhabi, UAE and notify
- Truck Consignment Note / Truck Waybill consigned to Emirates Development Bank, Abu Dhabi P.O.Box: 51515, Abu Dhabi, UAE & showing notify
- marked freight prepaid / payable at destination and showing Truck registration No and name, address, telephone numbers of their agents in UAE.
- Delivery Note in Original plus copies duly and manually counter signed by Applicant's authorised representative" (Names of Authorised representatives and Specimen signature as per attached annexure (1) confirming receipt of goods as described in the Commercial Invoice stating:
- receipt of goods in good order and condition,
 - date of receipt of goods, and
 - the value of goods received.
- Certificate of Origin issued or certified by Chamber of Commerce in Original plus copies. Showing the name and address of manufacturers and stating that the goods are of _____ origin.
- Certificate of Origin must be legalized by UAE Embassy/Consulate. Yes / No

Application for the issuance of a Letter of Credit

- Packing List in Original plus copies issued by the beneficiary.
- Insurance covered by Applicant: Shipment advice must be sent by Fax/Email within two days after shipment to _____ on their Fax No./Email address: _____. A copy of such advice along with Fax/Email transmission report must accompany the documents. Shipment advice must state the following:
- This LC number and insurance policy certificate number,
 - goods description and its gross invoice value,
 - shipping marks,
 - for Air shipment – Airway Bill Number and date, airport of dispatch, airport of destination,
 - for Sea Shipment – Bill of Lading Number and date, name and age of Vessel, port of loading and port of discharge, date of shipment,
 - in case of truck consignment note – date and place of dispatch, truck consignment note number.
- MARINE/AIR/LAND) INSURANCE POLICY OR Certificate issued to the order of Emirates Development Bank PJSC, in the currency of this credit for atleast 110% of CIF invoice value covering risks as per Institute 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)
- A Certificate from the Carrier or their agent certifying that: a) the employed ocean vessel carrying goods covered under this Letter of Credit is allowed to enter UAE ports; b) the vessel is not more than 15 years of Age, c) subject to Institute classification clause 01/01/2001, and d) subject to ISM code Certified. (Incase of sea shipment)

Additional Conditions

- All documents called for under this credit must be presented in English language.
- All documents dated prior to the date of LC are not acceptable.
- Honor of drawing(s) under reserve or Guarantee not permitted.
- Documents showing shipper or consignor a party other than the beneficiary is not acceptable.
- Bill of Lading Air way Bill Road, Rail or Inland waterway transport, showing transshipment will or may take place is not acceptable.
- Transport documents bearing stamp or otherwise, to charges additional to the freight charges are not acceptable (applicable for CIF shipments only)".
- Insurance Policy or Certificate document indicating that the cover is subject to Franchise or excess (deductible) is not acceptable.
- UPAS: Although this letter of credit calls for payment or draft payable at _____ days from date of _____, beneficiary may request for prepayment of the accepted documents. The LC issuing bank, upon receipt of credit complying documents, may proceed with the discounting of the accepted document. The related discounting charges and interest shall be borne by the applicant/ beneficiary of this credit (the above shall apply only in the event that discounting/reimbursement is done by the LC issuing bank. UPAS facility is not applicable for Islamic Facility Lines/ Products)

Other Conditions (if any) - {to be typed by Client}

Terms and conditions:

- In consideration of Emirates Development Bank ("the Bank"), issuing a Letter of credit ("the Credit") for our account and at our application, we (the "Applicant") agree to the following terms and conditions: -
- The Bank may, at its discretion, issue the Credit pursuant to our application through its head office or any of its branches. The advising of the Credit and/or negotiation of the draft(s) and/or documents drawn under the Credit may at the Bank's discretion be confined to the Bank's branches or its correspondent(s) (agents) even if our instructions are to issue freely negotiable credit. The correspondent(s) utilized by the Bank for advising and confirming the Credit shall be selected by the Bank in its absolute discretion.
- We authorize the Bank to accept or pay for our account the draft(s) and/or documents purporting to be presented or drawn under and tendered or negotiated pursuant to the Credit and to pay all sums which appear or purport to be claimed or demanded or which the Bank is liable to pay in accordance with or pursuant to the Credit, without any reference to or further authority from us and without inquiry into the justification for it or the validity, genuineness or accuracy of any statement or certificate received by the Bank with respect to or under

the Credit and despite any contestation on our part. We agree that any such draft(s) and/or documents or claims or demands for payment of any such sums shall be binding on us and shall as between the Bank and us, be accepted by us as conclusive evidence of the matters stated therein.

4. We irrevocably and unconditionally undertake and agree:
 - a. to pay the Bank's usual commission and all expenses and the Bank's agents' charges, if any;
 - b. to pay the current rate of exchange at the date of payment as conclusively determined by the Bank unless otherwise agreed; and
 - c. that where any taxes, levies or charges whatsoever are now or hereafter required, imposed or enforced by law or required to be paid on or in respect of any monies they shall be borne by or chargeable to us and payable by us to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of our account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of this Agreement and the transactions contemplated thereunder.
5. We agree to and shall indemnify you and keep you fully indemnified against all demands claims liabilities losses, costs and expenses whatsoever arising in relation to the Credit (including legal costs on a full indemnity basis, which you may incur in enforcing or attempting to enforce your rights hereunder). We shall indemnify you on demand, together with interest, calculated from the date when you first incurred the loss and expenses until payment by us in full at the prevailing rate.
6. We agree that you, your branches, correspondents will in your respective sole discretion determine on the basis of the documents presented whether inconsistencies in documents constitute discrepancies warranting rejection or are merely typographical errors and we shall be bound by such determination which we undertake not to challenge.
7. We agree to pledge and do hereby pledge to you as security for the payment obligations and/or liabilities arising under or in connection with the Credit, any and all documents (including but not limited to, bills of lading, air waybills, any other carriage documents, warehouse receipt, cargo receipts, insurance policies and certificates and any other documents) received by you or your correspondent banks under the Credit (the "Credit Documents") and the goods shipped under, pursuant to or in connection with the Credit (hereafter, "the underlying Goods"). We irrevocably acknowledge that you shall have the right of possession over the underlying Goods and the Credit documents and/or that the goods have been duly attorned to you.
8. We also undertake to keep the underlying goods satisfactorily insured and in full protection of your interests thereto, by first class insurers acceptable to you, and to assign the policies or certificates of insurance to you, or to name you as the loss payee in the insurance policy, at your option. Where we have requested you to arrange for such insurance, we agree that you may (but are not obliged) to pay the premiums and expenses of such insurance on our behalf and to add such premiums and expenses to the amount chargeable to us.
9. Neither you nor any of your correspondents shall be responsible for : (a) the correctness of the description, existence, quality, quantity, condition, packing, value or delivery of the underlying goods; (b) any difference in quality, quantity, condition or value of the underlying goods from that expressed in documents; (c) the genuineness of received documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (d) failure of any draft to bear any reference or adequate reference to the Credit, or failure of documents to accompany any draft at negotiation; or failure of any person to surrender or to take up the Credit or to send forward documents as required by the terms of Credit; (e) from any ambiguity in any instructions given to you whether by us or another party; or (f) errors, omissions, interruptions or delays in transmission or delivery of any messages, mail, Swift, electronic means or otherwise.. You shall also not be responsible for any act, error, neglect or default, omission, insolvency or failure in business of any of your correspondents, and that the happening of any one or more of the contingencies referred to in the preceding sentence shall not affect, impair or prevent the vesting of any of your rights or powers hereunder. It is hereby further agreed that any acts or omission taken or suffered by you, or by any of your correspondents, under or in connection with the Credit or the received documents, or the underlying goods shall be binding upon us and shall not place you or any of your correspondents under any liability to us.
10. The Bank shall not in any circumstances be held responsible for any detention, loss or deterioration of, or any damage to the any part or all of the Goods or for any failure to insure them, or for their quantity, quality, condition or delivery or the correctness, validity, sufficiency or genuineness of any of the documents relating to them.
11. You shall be at liberty to restrict the availability for negotiation of any letter of credit issued hereunder to any correspondent bank of your choice, even if our instructions are to issue freely negotiable credit.
12. The Applicant hereby agrees to promptly accept the documents related to this Documentary Credit upon receipt of the initial notification. The Applicant undertakes to make payment of all drawings under this credit in local currency, calculated at the Emirates Development Bank's prevailing exchange rate on the reimbursement date to correspondents abroad, plus any applicable charges and commissions as set by the Emirates Development Bank.
13. In the event of any failure to settle, the Applicant irrevocably authorizes Emirates Development Bank to debit the Applicant's account with the full value or remaining value of the documents, provided sufficient funds are available. Should there be insufficient funds, the Applicant grants Emirates Development Bank the authority to take possession of the goods, clear them through customs, and sell them to achieve full settlement.
14. If the proceeds from the sale of the goods are insufficient to cover the Applicant's outstanding debt, Emirates Development Bank reserves the right to take legal action against the Applicant by any means necessary. The Applicant agrees that Emirates Development Bank has the right to recover all funds, merchandise, shares, and any other assets of value that are or will be deposited at Emirates Development Bank for the Applicant's account, utilizing these as security for the outstanding debts and applying them immediately towards the reimbursement of all payments and expenses incurred by Emirates Development Bank.

Application for the issuance of a Letter of Credit

15. The Applicant releases Emirates Development Bank from any liability in the event of bankruptcy or nonpayment by the insurance company for any reason whatsoever.
16. It is mutually agreed that, should any insurance payout become due, Emirates Development Bank is entitled to directly receive the proceeds from the insurance company. This amount will be used as a guarantee for all obligations incurred by the Applicant under this contract towards Emirates Development Bank or any other party.
17. The Applicant certifies that the import of the described goods is neither prohibited nor restricted and that they hold a valid import license if required. The Applicant further undertakes to present this license to Emirates Development Bank as needed.
18. The Applicant remains bound by all undertakings under this agreement, even if there are any amendments, extensions, renewals, revisions, or modifications to the terms of the Documentary Credit. If this Application is signed on behalf of the Applicant by multiple parties, whether as partners or in any other capacity, all signatories are jointly and severally liable under this agreement.
19. We agree that in the event that the Credit permits the presentation of a letter of indemnity in lieu of a bill of lading, we will procure the full set of the bills of lading with blank or special endorsement in your favour, in the event that any one or more of our obligations are not fulfilled.
20. Unless otherwise instructed, the Credit application, this Agreement, the Credit and any amendments to the Credit would be subject to and governed by the provisions of The Uniform Customs and Practice for Documentary Credits, ICC Publication No. 600 or such later version of the document in force at the time of the application ("UCP"). In the event of any inconsistency between the terms & conditions herein and the provisions of UCP600, the latter shall be deemed to be expressly excluded to the extent of such inconsistency. Where the Credit permits reimbursement by the nominated bank, such reimbursement is subject to Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, ICC Publication No. 725 or such later version of the document ("the Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits"). In the event of any inconsistency between the provisions of this terms and conditions and the provisions of the Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, the provisions of this Agreement shall prevail.
21. Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, United Kingdom, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.
22. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and the Bank's overseas branches, in any manner whatsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposits with the Bank to (i) the Bank's head office, any of the Bank's representatives, documents checking and processing centers and branch officers in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of the Bank or any other participant in any of the bank's rights and/or obligations in relations to our facilities, (iv) any guarantors, third party pledgers or security providers and the Bank's agents and independent contractors, (v) any insurers with whom insurance cover is taken out in connection with our application, and (vi) any third party for use in connection with the provision of the Bank's products or services.
23. This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates. In the event of any proceedings or suits commenced against us arising out of or in connection with the Credit, we agree to submit to the non-exclusive jurisdiction of the Courts in United Arab Emirates, at your option, in respect of any disputes arising out of or in connection with the Credit. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against you in the courts of any other jurisdiction.

Date:

Applicant's Name:

Debit Account No:

Tel No:

Mobile No:

Email:

Authorized Signature(s) and Company Stamp