

Application for Transfer of a Letter of Credit (LC)

Date:

We the beneficiary of the below mentioned Letter of Credit hereby irrevocably instruct you, subject the terms and conditions specified in the original LC and at your discretion, to transfer the LC to the below mentioned Transferees:

- Applicant's instructions to be indicated by placing X in the respective boxes where applicable.
- Hand written application is not acceptable.
- All alterations and additions to this application are to be authenticated by the Applicant.

<input type="checkbox"/> Swift	<input type="checkbox"/> Courier	<input type="checkbox"/> Others
LC Reference Number	Date: dd-mm-yyyy	
Issuing Bank		
1st Beneficiary (Transferor)	2nd Beneficiary (Transferee)	
Currency and Amount	Transferee's Bank Details	
Amount in words		
Credit Amount Tolerance %		
<input type="checkbox"/> Currency and Amount to be transferred	<input type="checkbox"/> Latest Date of Shipment/Delivery dd-mm-yyyy	
	<input type="checkbox"/> Period for Presentation of Documents (No of Days)	
<input type="checkbox"/> Amendments to be approved by the applicant before advising (if not ticked, no approval required)	<input type="checkbox"/> Amend insurance amount to % (min 110%) of the invoice value (Where applicable)	
<input type="checkbox"/> Documents to be substituted (for transfer for all rights, no substitution is permitted)	Confirmation Instructions	
	<input type="checkbox"/> Confirm	<input type="checkbox"/> May add <input type="checkbox"/> Without
<input type="checkbox"/> Expiry Date		
<input type="checkbox"/> Place of Expiry		
Goods description and unit price (for Partial Transfer and if applicable only)		

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Charges

Confirmation Charges	<input type="checkbox"/> Applicant	<input type="checkbox"/> Transferee
All Bank Charges outside UAE	<input type="checkbox"/> Applicant	<input type="checkbox"/> Transferee
Applicant bank charges on applicant account and all other charges on Transferee's account	<input type="checkbox"/> Applicant	<input type="checkbox"/> Transferee

Other Instructions:

Applicant Name

Applicant Address

Telephone Number

Fax Number

Email id

Debit IBAN No

We hereby certify that the information provided in this application is true, correct and complete. We also agree to be bound by the terms and conditions stated below.

.....
Authorized Signatory

.....
Authorized Signatory

Terms and conditions for letter of credit transfer (the Agreement)

In consideration of the Bank agreeing to our request to transfer Transferable Letter of Credit (the "Credit"), we agree to the following terms and conditions:

1. We, as 1st beneficiary (the "Applicant") of the Credit, hereby irrevocably request the Bank to effect the transfer of the Credit to the 2nd Beneficiary to the extent indicated in our instruction.
2. Where all our rights and interests as the beneficiary of the Credit are transferred to the Transferee, we agree that you may forward the documents, which you receive, from the Transferee directly to the issuing bank of the Credit without further reference to us.
3. All the Bank's charges, commissions, costs and expenses incurred in connection with the Credit and the transfer thereof, if unpaid by the applicant of the Credit and/or the second Beneficiary will be for our account.
4. The transfer shall not become effective until (a) all transfer fees and other charges and expenses incurred by the Bank in connection with the transfer have been paid or otherwise settled in full and (b) the Bank advises the 2nd Beneficiary of the said transfer.
5. For avoidance of doubt, nothing herein creates an obligation on the Bank's part to transfer the Credit if the Bank, where the Bank may its sole discretion refuse the transfer of the above Credit. The Bank shall also be entitled to transfer the Credit on such additional terms as it may consider appropriate which it may separately advise.
6. We shall indemnify the Bank in full and keep the Bank indemnified in full against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain or arising in connection with or relating to our application, the Agreement and/or the transfer of the Credit or otherwise howsoever, including without limitation, all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under or in connection with our application, the Agreement or under or in connection with or in respect of transfer of the Credit. Where all our rights and interests as the 1st Beneficiary of the Credit are transferred to the 2nd Beneficiary, we agree that the Bank may send the documents which it receives from the 2nd Beneficiary directly to the Issuing Bank of the Credit without further reference to us.

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7. If substitution of our invoice(s) or draft(s) for those of the 2nd Beneficiary is required as provided for in UCP 600 or such later version of the document in force at the time of the application ("UCP") we will deliver the same to the Bank as soon as they are available and in any case not later than the final date, determined by the Bank, which will enable it to process the transaction within the validity and presentation period of the Credit. If we fail to deliver the documents as stipulated in the foregoing sentence or if there is any discrepancy in any such document submitted by us to the Bank, the Bank is authorized (but not bound) to forward the 2nd Beneficiary's invoice(s) and draft(s) to the Issuing Bank or Confirming Bank, if any, without any liability or responsibility on the Bank's part. If there is any discrepancy in any document presented by the 2nd Beneficiary, the Bank is authorized (but not bound) to return the documents to the Presenting Bank without referring to us.
8. Notwithstanding any other provision herein, we agree that the Bank may at its discretion present the substituted documents together with the 2nd Beneficiary's documents, to the Issuing or Confirming Bank of the Credit without any responsibility or liability whatsoever or howsoever arising on the Bank's part for payment, reimbursement or acceptance or approval. Upon the Bank's receipt of final payment from the Issuing or Confirming Bank, the Bank shall make payment to us in accordance with our instruction.
9. In case of discrepancies, we irrevocably agree with the Bank to send documents under the Credit on acceptance / payment basis and acknowledge payment will be effected by the Bank only upon the Bank's receipt of funds from the Issuing or Confirming Bank of the Credit. In any event, we further agree that the Bank may advise the details of this transfer to the Issuing or Confirming Bank of the Credit.
10. Any negotiation of documents by the Bank (other than its capacity as Confirming Bank) presented hereunder shall always be with full recourse to us and the Bank shall be entitled to exercise its recourse if it does not receive reimbursement from the Issuing or Confirming Bank for any reason whatsoever, including the rejection of documents presented on grounds of discrepancies whether or not such discrepancy be identified by us or not.
11. Except where we instruct otherwise in our application, it is understood and agreed that any amendments to the Credit which the Bank may receive are, whether in case of total or partial transfer, to be advised direct to the 2nd Beneficiary without the need for any consent from or notice to us. Except as is expressly otherwise stated in our application, we waive our right to refuse to allow the Bank to advise amendments (if any) of the Credit to the 2nd Beneficiary in accordance with Article 38(e) of UCP 600 or such later version of the document in force at the time of the application ("UCP").
12. Pursuant to any sanctions now and from time to time imposed by the United States of America, United Kingdom, the European Union, 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.
13. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and the Bank's correspondent banks, overseas branches, in any manner howsoever, 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 centres and branch offices 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 relation to our facilities, (iv) any guarantors, third party pledgors 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 Bank's products or services.
14. Our application and the transfer of the Credit is subject to the provisions of the Uniform Customs and Practice for Documentary Credits (2007 Revision), ICC Publication No. 600("UCP 600"), or such later version of the document in force at the time of the application ("UCP") to which the Credit is itself subject.
15. We irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and the Bank's overseas branches, in any manner howsoever, 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.
16. This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirates. We agree to submit to the non-exclusive jurisdiction of the courts in United Arab Emirates in respect of any disputes arising out of or in connection with this Agreement. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Bank in the courts of any other jurisdiction.