

Application to Issue an Irrevocable Documentary Letter of Credit

Note:

- 1) Please mark where applicable
- 2) All annexures to this application must be signed by the Applicant in full

Dear Sirs

Please issue an Irrevocable Documentary Letter of Credit ("Letter of Credit") in accordance with the Banking Facilities Letter [*] by SWIFT Courier

- Please have this Irrevocable Documentary Letter of Credit ("Letter of Credit") in accordance with the Banking Facilities Letter confirmed. Confirmation charges for [*] Beneficiary Applicant

Date*	____ / ____ / ____ <small style="text-align: center;">DD MM YYYY</small>
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Applicant Name and Address*	_____ _____ _____ _____
Account Number*	13 digits _____
Company Sales (annual in AED)*	_____
No. of Employees working in the Company*	_____
Express Processing	<input type="checkbox"/> I/We authorise RAKBANK to debit my/our above-mentioned account or any other account held with RAKBANK for a processing fee of AED 150/- in order to place this application under the express processing route. We understand that in the event that RAKBANK is unable to accommodate this request under the express processing route, the processing fee will not be charged. Terms and conditions apply.
Beneficiary Name and Address	_____ _____ _____ City/State* _____ Country* _____
Please advise through (Beneficiary's Bank)	SWIFT _____
Amount and Price Basis	<input type="checkbox"/> About <input type="checkbox"/> Not exceeding Currency & Amount _____ (in Words) _____ Cash Margin _____ Price Basis: <input type="checkbox"/> EXWORKS <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF / CIP <input type="checkbox"/> CPT _____ Other
Expiry Date of Letter of Credit	____ / ____ / ____ <small style="text-align: center;">MM YYYY</small>
Shipment/Dispatch	From _____ To _____ by _____ (Mode of Transport) Latest shipment date ____ / ____ / ____ <small style="text-align: center;">MM YYYY</small> Partial Shipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed Transshipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed
Special Instructions* <small>(select box - only if applicable)</small>	<input type="checkbox"/> There are no additional documents or conditions beyond those listed in this application <input type="checkbox"/> Additional documents required / additional conditions as below: <input type="checkbox"/> Additional documents required / additional conditions are as provided in Annexure on Company's Letterhead <input type="checkbox"/> Documents to be presented within (*) _____ days after the date of shipment and to be received before the Expiry Date above. <input type="checkbox"/> The Letter of Credit facility contemplated by the Application shall be considered as a "New Facility", as such term has been defined in the Offer Letter Reference _____ dated _____, as renewed and amended from time to time ("Offer Letter"). All terms set out in the Offer Letter shall apply to this "New Facility".

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Draft at sight / unasked at _____ days from the date of Bill of Lading / Airway Bill /TCN/Invoice/Delivery Note
_____ drawn on Issuing Bank/Confirming Bank _____ for full value of goods and marked
drawn under the National Bank of Ras Al-Khaimah (P.S.C.) Letter of Credit.

Covering (brief description of merchandise): _____

Shipping Marks (if any): _____

Documents required are [X] below

- Signed commercial invoice in _____ stating the name and address of the manufacturer/processor/producer, certifying the origin of goods and content to be true and correct. The original invoice must be certified by the local Chamber of Commerce/China Council for the promotion of International Trade. The original must be legalised by UAE embassy/Consulate (As applicable).
- Full set of clean "on board" Marine Bills of Lading made out to order of the National Bank of Ras Al-Khaimah (P.S.C.) and marked freight prepaid/ payable at destination and notify Applicant. The Bill of Lading must also indicate the name address, telephone number of the carrying vessels agent at the port of destination.
- Airway bill issued and signed by the Carrier or the Agent bearing reference of the Credit number evidencing dispatch of goods consigned to the National Bank of Ras Al-Khaimah (P.S.C.) for account of us marked freight prepaid/ freight payable at destination and notify applicant.
- Delivery note in _____, duly stating the date of deliver, place of taking in charge / dispatch fro / place of receipt, place of final destination / for transportation to / place pf delivery and manually counter signed and stamped by the applicant's authorised representative _____, confirming the goods received in good order and condition.
- Dispatch by truck and truck consignment issued by the transport company evidencing consignee as the National Bank of Ras Al-Khaimah (P.S.C.) UAE, marked freight prepaid/payable at destination, quoting our L/C number and notify Applicant.
- Insurance policy or certificate in negotiable form for full CIF invoice value plus 10% / _____ % and endorsed to the National Bank of Ras Al-Khaimah (P.S.C.) as "First Loss Payee" on Warehouse to final Warehouse basis and covering the following risks as per Institute Cargo Clauses (1) All Risks (Marine/Airfreight) (2) War, Strikes, Riots and Civil Commotions showing claims payable in United Arab Emirates.
- Insurance covered locally by the Applicant. Policy / cover note enclosed / under open cover note number _____. Shipmate advice quoting the name of the carrying vessel, date of shipment, marks amount and Letter of Credit number must be sent to M/s _____ by fax to their fax number _____ referring to their open policy/cover note number. Beneficiary's certificate to this effect/the relative fax transmission report must accompany the documents.
- Certificate of origin issued by the local Chamber of Commerce/China Council for the Promotion of International trade legalised by UAE Embassy or Consulate (As applicable) certify the goods to be of _____ origin, stating the full name and address of the manufacturer/processor/producer of goods.
- Packing list in _____.
- Certificate issued by the owners, agents or master of the vessel carry the goods testing that the vessel carrying the goods is allowed to enter any Arab port as per laws and regulations of such states.

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- One copy each of invoice, certificate of origin and transport document to be sent to M/S _____ and to us by registered airmail/courier service. A certificate to this effect together with the relative copy of postal / courier receipts must accompany the documents.
- If invoice and certificate of origin are not legalised, legislation fees for account of Beneficiary Applicant.

OTHER REQUIREMENTS

- This Letter of Credit is transferable in the country of the Beneficiary
- At this time of negotiation deduct _____ percent on _____ percent of the invoice value being commissioned/trade discount and insurance premium at _____ percent on _____ percent of the invoice value payable to _____.
- This Letter of Credit represents _____ percent of total contract / goods value. Invoice to evidence total contract / goods value less _____ advance payment made outside the LC.

Specimen Signature of the applicants authorised representative to sign the Delivery note:

Applicant Declaration and Specific Terms and Conditions*

I/We agree to the following specific terms and conditions governing the opening of the Letter of Credit:-

1. That in consideration of your opening the above credit, I/we hereby undertake to pay you on presentation or to accept on presentation and pay you at maturity draft/documents paid negotiated or accepted within the Expiry Date of the Letter of Credit.
2. It is understood and agreed that you and/or your correspondent shall not be responsible for any loss or damage to the goods howsoever and wheresoever caused, their quantity, quality or condition and/or the loss, validity or genuineness of the documents.
3. I/We acknowledge that should Beneficiary refuse to pay any charges I/we will be responsible for their payment in relation to the Letter of Credit.
4. I/We are bound by the terms of the Banking Facilities Letter signed by me/us and conditions opening documentary Letter of Credit hereunder.
5. I/We authorise RAKBANK to debit my/our above-mentioned account or any other account held with RAKBANK, from time to time, with all sums as a cash Margin against the issue of the Letter of Credit and hold the same as security until the Letter of Credit is utilised or expired;
6. I/We agree that our liability to the bank and relevant margin under this Letter of credit will be held with RAKBANK for unutilized amount until 30 days after the LC expiry date

I/We request you to issue on our behalf and for our account this Letter of Credit in accordance with the above instructions make with a cross where appropriate and subject to the declaration and specific terms and conditions above as well as the general terms and conditions printed on the following page.

Applicant Declaration and Specific Terms and Conditions*

Branches/ Front Office	<i>Tracking Reference</i>	Trade Finance	<input type="checkbox"/> CSV	<i>Name</i>	<i>Employee ID</i>	<i>Sign</i>
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GENERAL CONDITIONS FOR OPENING DOCUMENTARY LETTER OF CREDIT

1. The documentary credit is subject to the “uniform customs and Practices for Documentary Credits, International Chamber of Commerce publication No. 600” (UCPDC”) and any revision or amendments thereto and in so far as they are applicable and Uniform Rules for Reimbursement (“URR”) (ICC Publications 725) and any revisions or amendments thereto. We hereby acknowledge that we have fully read and understood the provisions of UCPDC. I/We further agree that in the event of any conflict between the documentary credit and UCPDC, this documentary credit shall prevail.
2. Terms used herein shall, unless the context otherwise requires, have the same meanings as are set out in UCPDC and/or URR and/or the Banking Facilities letter.
3. I/We agree to reimburse you on first demand for any sum or sums that you certify to me/us in such demand that you have paid, and any costs that it has incurred, in connection with the Letter of Credit.
4. On the request of the Bank, I/We shall at all times maintain in the cash margin account certain cash margin equal to a percentage of the face value of the Letter of Credit as agreed between me/us and RAKBANK in writing (“Cash Margin”).
5. I/We pledge and charge in favour of RAKBANK the Cash Margin and irrevocably and unconditionally authorise RAKBANK to transfer the Cash Margin to a separate account as a continuing security for the full payment of all monies due or that at any time may be due or owed by me/us under the Letter of Credit; and authorise RAKBANK to set off all or any part of the Cash Margin against any outstanding amounts due or owed by me/us to RAKBANK including debts due to any drawing under the Letter of Credit.
6. If the documents called for do not include insurance policy(ies) or certificate(s) we undertake to produce to you within 15 days from the date of this application an insurance policy or certificate acceptable to you with the Bank named as first loss payee, for the C and F value plus at least 10%, failing which you may effect insurance at our expense but you are not obliged to do so.
7. If this Letter of Credit is to be advised through an agency or correspondent bank in United States of America you are authorised to accept at your sole discretion American Institute clauses insurance policies.
8. You are authorised to make any addition (prior to the issuance of this Letter of Credit) to the documents specific under this Letter of Credit which you may consider necessary to ensure compliance with local government regulations but you are not obliged to do so.
9. I/We certify that shipment will be to the port designated in this Application, that the Beneficiary has no connection with Israel (or Iran) and also that the terms of this Letter of Credit do not violate the regulation of the Israel Boycott Office or local Government regulations. Further the named Beneficiary or supplier of goods is not subject to any boycott or blacklisting.
10. I/We hereby agree and acknowledge the provisions set out in article 35 of UCPDC and confirm that the Bank shall not be liable or responsible for any delay, loss in transit, mutilation or other errors arising in the transmission of any messages, or delivery of letters or documents in connection with the Letter of Credit when such messages, letters or documents are delivered or transmitted in accordance with the requirements of the Letter of Credit and in particularly where no mode or delivery or transmission is provided in the Letter of Credit and the Bank selects the mode of delivery and transmission at its sole discretion.
11. I/We hereby agree and acknowledge the provisions set out in article 36 of UCPDC and confirm that the Bank shall not be liable or responsible for any consequence in connection with its obligations under the Letter of Credit arising out of the interruption of the Bank's business by Acts of God, natural disasters, riots, strikes or lock outs, civil commotion, insurrection, wars, acts of terrorism, disruption of electronic payments, disruption of international or domestic communication systems, or any other causes beyond the control of the Bank (“Force Majeure Event”). We further agree and acknowledge that even after the end of the Force Majeure Event on the resumption of the Bank's normal business, the Bank will not honour or negotiate the Letter of Credit, if such Letter of Credit expired during the Force Majeure Event.
12. We agree that the acceptance of carriers' Bill of Lading is at the discretion of your Agents or Correspondents. In the case of Bills of Lading issued by a member of a Conference Line, we agree that your Agents or Correspondents shall be at the liberty to refuse Bills of Lading unless accompanied by a certificate, issued by the carrier(s) certifying that he is a member of a Conference Line.
13. We accept that it is our responsibility as importers to advise you in advance of the issuance of the Letter of Credit the name(s) of shipping companies, if any, in whose vessels we do not wish the goods to be shipped.

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14. We are aware and accept the implications of articles 34, 35, 36 & 37 of UCPDC concerning the Disclaimer on Effectiveness of Documents, Disclaimer on Transmission and Translation and Disclaimer for acts of an Instructed Party.
15. This Letter of Credit and the drawing(s) thereunder are to be subject to the terms of the "Banking Facilities Letter" mentioned above.
16. Drafts may be drawn caused "without recourse" if the drawers so require.
17. You are authorised at your sole discretion and without obligation to do so whenever you considered advisable, customary or appropriate to waive/delete the following the instructions contained herein (whether completed by me/us or not) namely: 'Draft at sight/usance at _____ days from the date of Bill of Lading/Airway Bill/TCN/Invoice/Delivery Note' _____ drawn on issuing bank/confirming bank _____ for full value of goods.
18. In the absence of any instructions to the contrary specified hereunder you are authorised to instruct any bank or branch concerned to dispatch any draft(s) and/or documents or other method conveyance at your sole discretion.
19. We acknowledge that the right is reserved by you to refuse any requested loan application made at the time of presentation of documents under this Letter of Credit in order to retire such Letter of Credit.
20. You may restrict negotiation of the Letter of Credit to your own offices or to any correspondent of your choice unless otherwise agreed.
21. The words "we" or "our" shall be ready as "I" or "my" if this application is signed by or on behalf of an individual.
22. You and your agents are not to be held responsible for the genuineness or correctness of the Bills of Lading or other documents required hereunder or any endorsements thereon or for any mistake or misrepresentation as to the quality, weight marks or value of any merchandise comprised herein, or for the shippers or other charges on any such merchandise, nor as to the terms, conditions or sufficiency of the Insurance Policies or Certificates.
23. I/We understand and agree that all risks, including exchange risks, arising out of or consequent on the issue of this Letter of Credit to be borne by me/us alone and that you and your agents are not to be held responsible for the consequences arising out of delay, loss in transit, mutilation or other errors arising in the transmission of any messages or delivery of letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the credit, or when you have taken the initiative in the choice of the delivery service in the absence of such instructions in the Letter of Credit. we further agree that you shall not be held responsible for errors in translation or interpretation of technical terms and that you may transmit credit terms without translating them.
24. Should you elect before provision by me/us as aforesaid for drafts accepted under this credit to hand me/us the relative shipping documents for the purpose of clearing and realising the shipment or shipments or for any other purpose, I/we engage in the meantime to hold such documents or the relative merchandise or the proceeds thereof on your behalf.
25. I/We acknowledge and agree that, pursuant to Article 12 of the UCP, a bank nominated to accept a draft or incur a deferred payment undertaking is authorised to prepay or purchase a draft accepted, or deferred payment undertaking incurred, by that nominated bank and that in such circumstances you will be obliged to reimburse that nominated bank on the due date and I/we will remain obliged to make payment to you on your first written demand in relation such reimbursement.
26. I/we hereby authorise you to debit my/our account with all sums which may become due in respect of this Letter of Credit, including your commissions and interests where applicable, and all charges and expenses incurred by you, your offices and/or your correspondents.
27. I/We undertake to effect all payments to the U.A.E. Dhirs at your rate of exchange or with your prior written consent, in the currency of the Letter of Credit and I/We further undertake to pay all facsimile, telex, telephone and other charges or expenses of any kind or nature whatsoever, commissions included, incurred by you or due to you, your agents correspondence or other persons bodied including, but not limited to any charges, expenses or commissions not recovered by you from any Beneficiary.
28. I/We undertake to pay all fees dues to be paid to the Ministry of Finance & Industry of the U.A.E. In lieu of authentication of documents, in case invoice and certificate of origin duly authenticated by a U.A.E. Embassy or consulate are not submitted by the Beneficiary. These are payable by the me/us notwithstanding that the fees are for Beneficiary's account and the amount deducted by the the Ministry of Finance & Industry of the U.A.E.

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29. I/We shall, if so requested by you prior to issue of the Letter of Credit, provide to you such guarantee, pledges, charges or other security (together security), in form and content satisfactory to you as you may request. All such documents received by you as security for the issue of the Letter of Credit shall be held by you as continuing security for the payment by me/us of all monies due and the performance of all obligations under this Letter of Credit.
30. I/We irrevocably acknowledge that you shall have the right of possession over the goods or merchandise and the documents received by you under this Letter of Credit and/or that the goods have been duly attorned by you.
31. I/We undertake:
- (a) to provide in the manner and to the extent required by this Letter of Credit all insurance necessary for the full protection of the your interest in the goods or merchandise consigned under this Letter of Credit with you noted as "first Loss Payee" under any and all policies of insurance therefore;
 - (b) subject to your instructions (and at our cost) to prosecute or to ensure the prosecution of any claim that may arise under any such insurance: and
 - (c) in the event that any monies arising under such insurance are paid to me/us forthwith to duly pay them to you without any set off, deduction, retention or counterclaim and until so paid to hold such monies on your behalf as your trustee or agent.
32. I/We agree that if default is made in the due payment of any sums or sums that I/we owe to you in connection with the Letter of Credit, you shall be entitled without any further consent from or previous notice to me/us:
- (i) to sell the merchandise or the documents either publicly or privately as it may see fit to act in every respect as if you had been the direct consignee or owner of the merchandise, charging such commissions and being so accountable to us as is usual in your opinion between a merchant and his correspondents in ordinary case, the proceeds to be applied towards the payment of all and any sums owed by me/us to you and of all and any sums that you may have had to disburse for freight, insurance or other charges or duties on the merchandise and of all charges attending the sale, and I/We undertake to present, sign over and/or endorse to you, on first demand all and any government or any other permits, licenses or authorisations that may be required, and all and any insurance policies, certificates, rights and /or claims which you may have in respect to the merchandise:
 - (ii) to enforce (subject to the terms thereof) any security which may have been provided to you in relation to the Letter of Credit;
 - (iii) to combine or consolidate any of my/our accounts with the satisfaction of my/our obligations and liabilities to you.
 - (iv) to set off any of my/our obligations and liabilities to you in such manner as you may select against any amount from time to time standing to the credit of any of my/our account at any of your branch in the UAE anywhere in any currency and/or against the net proceeds or sale of assets sold in enforcement of any security and/or against any other obligation owned by you to us (whether or not matured and whether or not arising under this application), regardless of the currency, place of payment or booking office of such amount of obligation.
33. I/We undertake that I/We shall not create any encumbrance of any kind over or dispose of any goods or merchandise forming the subject matter of this Letter of Credit.
34. I/We undertake to indemnify you against all losses, costs, damages, expenses, claims and demands which you may incur or sustain by reason of your issuing or establishing this Letter of Credit and to provide us with funds with which to meet all payments made by you or by a nominated bank and all drafts drawn or accepted by you or by a nominated bank, together with all interest, commission charges, disbursements and expenses of whatsoever nature due or incurred or defrayed by you and by any nominated bank in relation to this Letter of Credit.
35. This Application (and the Letter of Credit) and all contracts, drafts or bills of exchange arising out of present to it shall be governed by and constructed in accordance with the laws of the UAE and the parties hereby submit to the non-exclusive jurisdiction of the Civil Courts of the Emirate of (Dubai) provided that such submission shall not prejudice your right to bring proceedings against me/us in any other jurisdiction.
36. I/We further agree and acknowledge that any amounts under the Letter of credit shall be paid to the Beneficiary provided that RAKBANK is not restricted from making such payment on account of any sanctions imposed by (i) Office of Foreign Assets Control of the US Department of the Treasury, (ii) Central Bank of UAE, (iii) European Union.