

Application for issue of an Irrevocable Documentary Credit

Issuing Bank : **UNITED ARAB BANK**
 P.O. BOX 25022, SHARJAH
 UNITED ARAB EMIRATES

Applicant [Redacted]

Beneficiary [Redacted]

Date of this Application [Redacted]

Date & place of expiry of the credit [Redacted]

Issue by (air) mail/courier Issue by teletransmission (which shall be the operative credit instrument) Transferable credit

Amount about/not exceeding [Redacted]

Confirmation of Credit to the Beneficiary not requested requested Partial Shipment allowed not allowed

Transshipment allowed not allowed

Credit available with by sight payment by acceptance by negotiation by deferred payment

Against the documents detailed herein and beneficiary draft at [Redacted]

On [Redacted]

Loading on board/dispatch/taking in charge at/from [Redacted]

For transportation to [Redacted]

No later than [Redacted]

Shipping Marks (Invoice, B/L/AWB, C/O to evidence the same) [Redacted]

All charges (outside of UAE) are for account of the beneficiary/applicant

Goods (brief description without excessive detail) [Redacted]

FOB CFR CIF EXWORKS CPT CIP

Other terms [Redacted]

Initials



Documents required: Marked x below (at least in duplicate unless otherwise specified)

1. Singed Commercial Invoice(s) in copy(ies), bearing the following clauses(s). We hereby certify that:

- (a) This invoice is authentic.
- (b) It is the only invoice issued by us for the goods described herein.
- (c) It shows their exact value without deduction of any discount.
- (d) Their origin is

The original of which to be certified in the usually accepted manner by U.A.E Embassy, Legation or Consulate.

- 2. Full set of "Shipped on Board" Bill(s) of Lading consigned to "order" blank endorsed bearing this Documentary Credit Number , the name, address and telephone of carrying vessel's agent in United Arab Emirates, showing freight prepaid/payable at destination and notify United Arab Bank, P.O. Box: 25022, Sharjah, United Arab Emirates, Facsimile No. + 5733137 6 971, and applicant(s)
- 3. Bill(s) of Lading must evidence carrying steamer is not Israeli except for vessels owned and operated by United Arab Shipping Company. Alternatively shipping company's or their agents certificate to this effect will be acceptable which must accompany the shipping documents.
- 4. Consignor copy of air waybill bearing this documentary credit number, evidencing goods consigned to United Arab Bank, P.O. Box: 25022, Sharjah, United Arab Emirates, Facsimile 5733137 6 971+, marked: "Freight prepaid/payable at designation" notify issuing bank and applicant.

Documents to be presented within days after the date of issuance of the transport document(s) but within the validity of the credit

We request you to issue an irrevocable documentary credit in accordance with the above instructions (marked X where appropriate). The credit will be subject to the terms and conditions printed overleaf.

We authorize you to debit our account No.

Minimum L/C opening Commission: Dhs. 250/- Plus applicable communication costs.

- 5. Overland Consignment Notes made out in the name of United Arab Bank, P.O. Box 25022, Sharjah, United Arab Emirates, Facsimile 3137 573 6 971+ and notify applicant (required if goods despatched by trucks) marked "Freight Prepaid" or "Freight Payable at Destination".
- 6. Delivery note in original plus copies, indicating the date of delivery duly counter signed with company stamp by applicant's authorised representative, confirming that the goods have been received in good order and condition.
- 7. Original Parcel Post Receipt(s) bearing this L/C number showing postage paid and evidencing that the parcel(s) has/have been despatched to United Arab Bank P.O. Box 25022, Sharjah, United Arab Emirates, Facsimile 5733137 6 971+ account applicant(s).
- 8. Insurance Policy or Certificate issued in the currency of this credit to the order of United Arab Bank for the full CIF value plus %10 covering Institute Cargo Clauses (A) 1982, Institute Strike Clauses (Cargo) 1982, Institute War Clauses (Cargo) 1982, Institute Classification Clause 1982 and cargo ISM Endorsment Dt 1998/07/01, without any franchise or excess clause, claims payable at United Arab Emirates. The insurance policy/certificate should state the name, address and telephone no. of agent located in United Arab Emirates who will honour such claim.

Initials



9. Insurance arranged by applicant(s). Shipment under this credit must be advised by telex/facsimile by the beneficiary within 3 days after shipment direct to M/s and the applicant referring to their policy/cover note number giving full details of shipment. A copy of such advice to accompany each set of documents.
10. Certificate of Origin issued in English or Arabic stating that the goods are of origin giving name and address of manufacturer or factory, duly approved by the Chamber of Commerce and only original to be certified in the usually accepted manner by United Arab Emirates Embassy, Legation or Consulate.
11. Packing list in copies.
12. Certificate of weight in copies.
13. Certificate issued by shipping company or their agent certifying that:
- The carrying vessel is conference or regular line vessel.
 - Age of carrying vessel does not exceed 15 years.
 - The carrying vessel is not prohibited from entering into Arab ports for any reason pursuant to its laws and regulations.
 - The owners or operators of the carrying vessel, hold the ISM code document of compliance current at the time of loading of the cargo.

Additional conditions:

14. All documents are to be despatched by the negotiating Bank to the issuing Bank one lot by courier service at beneficiary's cost.
15. Transport documents bearing a date of issuance prior to the date of this credit are not acceptable.
16. Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges, such as costs of, or disbursement incurred in connection with loading, unloading or similar operations are not acceptable except demurrage fees for containers. (Not applicable where freight is payable at destination).
17. One non-negotiable copy of bill of lading to be sent with original set of documents.

Special conditions (if any)

Initials



Terms & conditions governing issue of documentary credit

شروط وأحكام فتح الاعتماد المستندي

Payment:

1. In consideration of the opening by you of this credit on my/our behalf, I/we hereby authorize you to debit my/our account and undertake that I/we will reimburse you (two working days before maturity in the case of acceptance) any payment made to the beneficiary and/or all bills drawn on and paid by you, your branches or your correspondents in the terms thereof, together with commission, interest where applicable.
2. It is understood that where any drafts are drawn in foreign currency, your demand on me/us for reimbursement will be calculated, unless you shall previously agree to the contrary, at your selling rate of exchange for currency concerned.
3. I/We hereby authorize you to debit my/our account(s) with your margin or security and with all sums which may become due to you in respect of this credit, including but not limited to the confirmation charges, interest where applicable, and all charges and expenses incurred by you, your offices and /or your correspondents.

Pledge

4. I/We hereby authorize you to hold the documents called for by the terms of this Credit and the merchandize to which they relate as security for all my/our liabilities, and you may sell the said merchandize either before or after arrival at your discretion and without notice to me/us, and in the event of your selling the merchandize to pay on demand any shortfall of payment. In this connection I/We hereby assign the relative insurance policy in your favour. Furthermore, I/We undertake to provide you with any additional security that you may from time to time require to cover my/our liabilities.

Insurance:

5. We undertake to insure the goods against theft and fire from the date of expiry of the relative marine/land/air insurance until the goods are finally cleared. If we fail to insure the goods as above, you may without referring to us but without obligation on your part-effect the necessary insurance and debit our account with the expenses incurred.
6. Further in the event of the insurance not being arranged to your satisfaction, you are authorized in your absolute discretion but without your being under any obligation in the matter, to effect such insurance at my/our expenses.

Declaration:

7. You and your agents are not to be held responsible for the genuineness or correctness of the Bills of Lading or other documents or any endorsement thereon or for any mistake or mis-representation as to the quantity, quality, weight, marks or value of any merchandize comprised herein, or for the shippers' or other charges on any such merchandize, nor as to the terms, conditions or sufficiency or the Insurance Policies or Certificates.
8. It is understood and agreed that all risks, including exchange risks, arising out of our consequent on the issue of this credit are to be borne by me/us alone and that the Bank and/or its agents are not to be held responsible for any errors or delays on the part of post or telegraph or cable companies or authorities in the transmission of any instruction or correspondence regarding the credit.
9. My/Our liabilities to you are to continue in force and to be applicable to all transactions entered into hereunder, notwithstanding my death/death of any partner and/or change in the composition of the firm or firms, parties hereto, or in the beneficiary(ies) hereunder.
10. It is further agreed that you will assume no responsibility whatsoever in the event that the advising Bank refuses and/or fails to add its confirmation to this credit for any reason whatsoever where such confirmation is required by us/me.
11. We undertake to pay all fees due to be paid to the Ministry of Finance and industry of the UAE., in lieu of authentication of documents, in case invoice and certificate of origin duly authenticated by a UAE Embassy, Legation or Consulate is not submitted by the beneficiary. These are payable by us notwithstanding that the fees are for beneficiary(s) account and the amount deducted by the beneficiary may be less than the amount payable to the UAE Ministry of Finance and Industry.

Other provisions:

12. This documentary credit is subject to Uniform Customs and Practice for Documentary Credits 2007 Revision I.C.O Publication No. 600.
13. Where UAB has a partner bank in the Beneficiary's country, UAB prefers to advise this LC through that partner bank. However, if the Beneficiary has any preferential arrangement with another bank, the LC may be advised through the Beneficiary's preferred bank.

الدفع:

1. أنه في مقابل فتح هذا الاعتماد المستندي بواسطتكم نيابة عنا، بهذا نتعهد بأن ندفع لكم (قبل يومين من تاريخ الاستحقاق في حالة اعتمادات القبول) أية مبالغ أو كمبيالات دفعت من قبلكم أو من قبل فروعكم أو مراسيلكم للمستفيد بموجب الشروط الواردة أدناه، بالإضافة إلى عمولتكم والفوائد المستحقة حسب ما يقتضيه الحال.
2. من المفهوم بأنه في حالة سحب أية كمبيالة بعملة أجنبية فإن مطالبتكم لنا بالدفع - مالم يتفق على خلاف ذلك - ستحتسب على سعر الصرف لبيع العملة المتعلقة بهذه الكمبيالة.
3. وبهذا نفوضكم بالخصم من حسابنا (حساباتنا) لديكم التأمين اللازم على سبيل المثال وكافة المبلغ التي ستصبح مستحقة الدفع بموجب هذا الاعتماد بما فيها - على سبيل المثال لا الحصر - مصاريف التأييد والفوائد المستحقة وكافة النفقات التي تحملتموها أو تحملتها فروعكم أو مراسيلكم.

حق الحجز:

4. بهذا نفوضكم بأن تقبوا على المستندات الأيلة إليكم بموجب هذا الاعتماد والبضاعة المتعلقة بها محجوزة لديكم كضمان لتسديد كافة التزاماتنا تجاهكم ولكم حق بيعها قبل أو بعد وصولها بمطلق تقديركم وبدون الحاجة إلى إشعارنا بذلك، ونتعهد كذلك بدفع أي عجز ناتج عن البيع عند أول طلب. فضلاً عن ذلك بهذا نتعهد بأن تزودكم بأي تأمين إضافي قد تطلبونه منا من وقت إلى آخر لتغطية التزاماتنا تجاهكم. وفي هذا الخصوص نتنازل عن بوليصة التأمين المتعلقة بهذه البضاعة لصالحكم.

التأمين:

5. أننا نتعهد كذلك بأن نؤمن على البضائع ضد السرقة أو الحريق من تاريخ انتهاء بوليصة التأمين البحري/البري/الجوي المتعلقة بهذه البضائع وحتى يتم تخليصها نهائياً. وإذا عجزنا عن التأمين على البضائع بالكيفية المذكورة فأنتم مفوضون - وذلك بدون التزام من جانبكم - بأن تجروا - وعلى نفقتنا - التأمين اللازم لضمان وصول البضائع سالمة وذلك بدون الحاجة للرجوع إلينا.
6. وكذلك الحال إذا لم يكن تأميننا بشكل مرضي من وجهة نظركم، فأنتم مخولون - وذلك بدون التزام من جانبكم - بأن تجروا على نفقتنا - التأمين اللازم.

إقرارات:

7. من المتفق عليه صراحة بأنه لا أنتم ولا فروعكم أو مراسيلكم مسؤولون عن صحة وسلامة سندات الشحن ولا عن أية مستندات أخرى ولا عن تظهيرات علي هذه المستندات ولا عن أي أخطاء أو تحريف يرد فيها سواء من حيث النوعية أو الكمية أو الوزن أو المعاملات أو عن قيمة البضائع التي تحتويتها ولا عن صحة وكفاية شروط بوليصة التأمين.
8. من المتفق عليه أيضاً بأن كافة المخاطر بما فيها مخاطر الصرف الأجنبي الناشئة عن أو بسبب فتح هذا الاعتماد تقع على عاتقنا وحدنا وأنه لن نكونوا أنتم ولا وكلائكم مسؤولين عن أي خطأ أو ضياع من جانب البريد أو شركات أو مؤسسات البرق والتلغراف في إرسال أية تعليمات أو مراسلات تتعلق بهذا الاعتماد.
9. من المتفق عليه بأن مسؤولياتنا تجاهكم مستمرة بحيث تظل العمليات والصفقات المبرمة معكم نافذة المفعول ولن تتأثر بوفاتنا أو وفاة أحد شركائنا أو بأي تغيير في وضع مؤسساتنا أو في وضع شركائنا أو في وضع المستفيد (يعني الموقع أدناه).
10. من المتفق عليه أيضاً بأنكم لن تتحملوا أية مسؤولية قد تنشأ بسبب رفض أو عجز البنك المبلغ عن إضافة تأييده للاعتماد لأي سبب كان في حالة كون هذا التأييد مطلوباً من جانبنا.

11. نتعهد بدفع جميع الرسوم المستحقة وواجبة الدفع إلى وزارة المالية والصناعة في دولة الإمارات العربية المتحدة، وذلك لتوثيق المستندات وفي حالة الفاتورة وشهادة المنشأة صدقة حسب الأصول بواسطة سفارة، بعثة، قنصلية الإمارات العربية المتحدة، ولم تقدم بواسطة المستفيد والمبلغ المقيد بواسطة حساب المستفيد قد يكون أقل من المبلغ القابل للدفع إلى وزارة المالية والصناعة لدولة الإمارات العربية المتحدة.

أحكام أخرى:

12. إن هذا الاعتماد المستندي خاضع لأحكام الأصول والأعراف الموحدة للإعتمادات المستندية، النص المعدل 2007 الصادر عن غرفة التجارة الولية، إصدار رقم 600.
13. في حال كان للبنك العربي المتحد أحد البنوك الشريكة في موطن المستفيد، فإن البنك العربي المتحد يفضل إرسال خطاب الاعتماد عبر ذلك البنك الشريك. ولكن إذا كان المستفيد يفضل أن يتم ذلك بطريقة أخرى عبر بنك آخر، فإنه يمكن أن يتم إرسال خطاب الاعتماد عبر البنك الذي يختاره المستفيد.

Authorised Signature

المخول بالتوقيع