

Application for the issue of an irrevocable documentary credit

Date of application: ____ / ____ / ____

Applicant Information:

Name: _____

Address: _____

Tel No: _____

Email: _____

Date of expiry of credit: ____ / ____ / ____

Beneficiary Information:

Name: _____

Address: _____

Tel No: _____

Email: _____

Place of expiry of credit: _____

(If third party applicant) ☐ For Account of:

Name: _____

Address: _____

Tel No: _____

Email: _____

Advising/Nominated bank details: _____

Amount in figures _____ Amount in words: _____

Tolerance details: (+) _____ (-) _____ , Additional amount covered: _____

Confirmation of the credit by Advising bank/

☐ Yes ☐ No ☐ authorized if requested by Beneficiary

Credit is transferrable: ☐ Yes ☐ No

Confirmation Charges

☐ Applicant ☐ Beneficiary

Credit available with nominated bank

☐ By payment at sight ☐ By negotiation: Draft at _____ days from _____ or ____ / ____ / ____

☐ By negotiation: draft at sight ☐ By acceptance: Draft at _____ days from _____ or ____ / ____ / ____

☐ By deferred payment: at _____ days from _____ or ____ / ____ / ____

Shipment terms

Partial Shipments: ☐ Allowed ☐ Not Allowed

Transshipments: ☐ Allowed ☐ Not Allowed

☐ Conditional, _____

☐ Conditional, _____

Latest shipment date: ____ / ____ / ____

Shipment from:

☐ Port of loading / airport of departure _____

☐ place of taking charge / place of receipt / dispatch from _____
(port of loading / airport of departure _____)

☐ place of receipt _____ (port of loading / airport of departure _____)

Shipment to:

☐ Port of discharge / airport of destination _____

☐ Place of final destination / place of delivery / for transportation to _____
(port of discharge / airport of destination _____)

☐ place of delivery _____ (port of discharge / airport of destination _____)

Documents to be presented within _____ days after shipment date / delivery date (21 days by default unless specified otherwise)

Insurance to be covered by ☐ applicant / ☐ beneficiary / ☐ ultimate buyer

Incoterms 2020:

- ☐ EX-WORKS ☐ FOB ☐ FCA ☐ FAS ☐ CFR ☐ CIF
☐ CPT ☐ CIP ☐ DPU ☐ DAP ☐ DDP ☐ Others

Goods (Brief description without excessive details)

Origin of Goods: Shipping marks:

Documents to be presented by beneficiary

- ☐ Duly signed commercial invoice in original(s) copy(ies) in English stating that the invoice is in all respect correct and true both as regards the prices and description of goods referred to therein, showing the name and address of the manufactures or producers or exporters, and the country of origin or manufacture of the goods is
- ☐ Full set of at least 3 originals and 2 non-negotiable on board ocean / marine / multimodal transport bill(s) of lading made out to ☐ order of Abu Dhabi Commercial Bank or ☐ order blank endorsed, marked Freight ☐ Prepaid or ☐ payable at destination and Notify party ☐ (Applicant giving name and full address) or ☐ Abu Dhabi Commercial Bank, UAE, mentioning this LC number.
- ☐ Original airway bill marked "for the consignor/shipper" marked ☐ freight prepaid / ☐ payable at destination, showing flight number, airport of departure, airport of destination and date of dispatch of goods, consigned to Abu Dhabi Commercial Bank, UAE and notify the (Applicant giving name and full address) mentioning this LC number.
- ☐ Consignor's copy of Truck Consignment Note in original(s) and copy(ies) consigned to Abu Dhabi Commercial Bank, marked ☐ freight prepaid ☐ freight payable at destination, notify (Applicant giving name and full address) mentioning the truck's registration number and this LC number.
- ☐ Delivery note in original(s) and copy(ies), duly countersigned and dated by the applicant's authorized representative, Mr. / Mrs. Confirming the receipt of goods in good order and condition. The specimen signature of applicant's authorized representative(s), which forms an integral part of this LC, will be forwarded to you in a separate mail. (Note: Please attach the specimen signature with this application to be forwarded to the Advising Bank).
- ☐ Insurance covered by Applicant: Shipment advice mentioning this LC number, invoice value, goods description, shipping marks and ☐ Airway bill mentioning this airport of dispatch, date of dispatch and airway bill number (for air shipment) / ☐ Bill of Lading mentioning name and age of the vessel, port of loading, date of shipment and Bill of lading number (for sea shipment) / ☐ truck consignment note mentioning place of dispatch, date of dispatch and truck consignment note number (for road shipment) and referring to their policy number to be sent to Fax no. or Email: within 2 working days after shipment date / date of dispatch and a copy of such advice along with successful fax transmission report / e-mail copy to accompany the documents.
- ☐ A marine / air / land insurance policy or certificate in duplicate, blank endorsed for at least 110% CIF / CIP value covering institute cargo clause (A) from ware house to ware house, Institute cargo (Air), Institute war clause, Institute strike, Riots & Civil commotions clause showing claims payable in UAE. Insurance policy or certificate of Insurance to certify that cover is not subject to a franchise or an excess (deductible).
- ☐ Certificate of origin in duplicate issued / certified by Chamber of Commerce showing the full name and address of the manufacturers or producer, name of exporting country and company.
- ☐ Packing list in duplicate issued by the Beneficiary showing the details of packing and net / gross weights.
- ☐ A certificate from the carrier / master or their agents certifying that goods have been shipped on a vessel which is not prohibited from entering Arab ports for any reason and is not over 25 years and have established and maintained a regular pattern of trading and an advertised schedule to load and unload at specified ports.
- ☐ Original Invoice and Certificate of origin must be legalized by UAE Embassy or Consulate and Invoice must show the Harmonized system commodity code applicable to the product shipped. Legalization charges on ☐ Applicant or ☐ Beneficiary.

☐ Other documents required (if any):

☐ Additional condition, if any, for inclusion in the LC

☐ Additional information, if any for the issuing bank

☐ Special payment conditions for beneficiary

☐ Special payment conditions for receiving bank

Note: Special conditions that will be included in the LC

1. Bill of lading must have evidence of name and address of carrying vessel's agents at the port of destination.
2. All documents called for under this credit should be presented in English language, bilingual documents provided they bear the text in English acceptable
3. All documents called for in this credit should be dated, shipment or any document dated prior to L/C issuance date not acceptable.
4. Any correction/alteration on documents called for under this letter of credit should be signed and stamped by the issuing authority.
5. Documents under LC to be collected from ☐ ADCB Karama, Dubai ☐ ADCB 2nd Head Office, Abu Dhabi

* Document collection is only available at the two branch locations above. If no preference is selected, the documents will be delivered to ADCB Karama, Dubai.

Additional Conditions:

Charges

- ☐ All bank charges are for ☐ applicant / ☐ Beneficiary's account.
- ☐ Applicant bank charges are for applicant account and Beneficiary bank charges are for beneficiary account
- ☐ All bank charges outside UAE are for beneficiary account including advising, confirmation charges (if any), negotiating and reimbursing Banks's charges. (Postage / Courier and SWIFT included).
- ☐ Others (please specify):

We request you to issue on our behalf and for our account your irrevocable credit in accordance with the above instructions (marked (X) where appropriate.)

This credit will be Subject to Uniform Customs and Practice for Documentary Credits (2007 Revision, Publication No. 600 of the International Chamber of Commerce, Paris France), insofar as they are applicable.

We authorize you to debit our account no.

with the margin , your commission, postage, correspondent charges, value of documents and other expenses. In consideration of your issuing and or subsequently amending from time to time at our request, such documentary credit, we hereby confirm having read and understood the conditions printed overleaf and agree with the same and hold ourselves legally bound by the agreement governing Letter of Credit.

Name Stamp: Authorised signature:

For Bank Use Only

Signature verified: ☐ Approved by:

Conditions/Agreement governing the Issue of a Documentary Credit

1. The Applicant authorizes the Bank to effect insurance at their cost if the documents called for do not include insurance policies or certificate acceptable to the Bank for the CFR value plus at least 10 pct.
2. The Applicant authorizes the Bank to make any additions to the documents specified under this credit which the Bank consider necessary to ensure compliance with the local government regulations but without any obligation on the part of the Bank.
3. The Applicant confirms that they hold valid Import license and the Beneficiary named and the suppliers of the goods are not black listed. The Applicant further certifies that the goods prescribed are not prohibited or restricted entry at the port of destination.
4. The Applicant understands and agrees that the Bank will not be held liable for any acts or omissions by their correspondent(s) or beneficiary (ies), nor for the existence, character, quality or quantity of the merchandise and the documents, nor for the validity or genuineness of the documents or endorsements thereon, nor for the time, place manner in which the shipment(s) are made nor for partial or incomplete shipment(s), or whether there is no shipment at all.
5. The Applicant understands and agrees that the Bank will not be held liable for the character or genuineness of the insurance nor for the solvency of the insurer nor for any delay in arrival nor for any loss or damage which may happen to any such merchandise during its transit and or after its arrival, or the non-arrival of either the documents or the goods, nor for delay on giving, or failure to give, notice of arrival or any other notice, nor for any errors, omissions or delays with respect to the delivery of mail, cables or wires.
6. The Applicant undertakes to pay/reimburse the Bank on first demand or at maturity any sum or sums that the Bank certifies the Applicant in such demand that it has paid together with the interest due from the date of negotiation to the date of payment and any and all costs that it has incurred, in connection with the credit.
7. The Applicant, irrevocably and unconditionally undertakes to repay any amount prepaid totally or partially by the bank allowing bank to pay the beneficiary on sight basis in relation to credit complied documents or accepted bills under the usance letter of credit notwithstanding any commercial dispute or court orders between the parties restricting the bank from paying the beneficiary at a later stage under this request for issuance of letter of credit.
8. The Applicant undertakes and agrees to effect all payments to the Bank, in U.A.E Dirhams at the rate of exchange prevailing at the Bank or the sole discretion of the Bank.
9. The Applicant also undertakes to pay all fees as per the approved tariff, due to the Ministry of Finance and Industry of the U.A.E in lieu of authentication of documents, in case Invoice and Certificate of origin duly legalized by a U.A.E embassy of consulate are not submitted by the Beneficiary and or if the amount deducted/paid by the beneficiary is less than that the amount payable to the U.A.E Ministry of Finance and Industry.
10. The Applicant understands, agrees and authorizes the Bank that if default is made in due payment of principal, interest, commission and charges as aforesaid, the Bank shall be entitled without any further consent on the part of the Applicant to sell the goods or the documents of title thereto either by public or private treaty and to act in all respect as if the Bank had been the direct consignee of the goods and to utilize the proceeds for the payment of all principal sums and commissions disbursed by the Bank including for the freight, insurance or other charges and of all expenses incurred for the sale. Should there be any deficiency, the Applicant also agrees to be responsible for same until full settlement has been obtained by the Bank of the amount due to them.
11. The Applicant undertakes to pay on first demand at any /either time on or after establishing the credit, whenever and as many times, any sum or sums that the Bank in its absolute discretion may require the Applicant to pay, or further to pay as prepayment, in additional security for the fulfillment of his obligations to the Bank, as may be considered necessary or desirable by the Bank.
12. The Applicant agrees that the Bank may hold all the prepayments received in the margin account and the Bank shall not be under obligation to pay any sums held by it in the margin account to the Applicant until the Bank in its sole discretion determined that it has received all amounts due to it in connection with the credit.
13. In consideration of the Bank agreeing to issue the credit, the Applicant shall, if request by the Bank prior to issue of such credit, provide to the Bank such Guarantee pledges, charges or other security(ies) in a form satisfactory to the Bank as the Bank may request.
14. The Applicant agrees that if in consequence of any interruption of communications with the country where the credit is available or due to any other reasons, the Bank cannot ascertained for the time being to what extent the beneficiary has availed himself of the credit or if any other obstruction of whatever nature arises, the Applicant shall have no right to demand release of any security or prepaid margins given to the Bank or to demand to be released from any obligations unless and until such reasons, obstacles or obstructions have, in the opinion of the Bank., ceased to exist and until the settlement of accounts has taken place to the entire satisfaction of the Bank.
15. The Applicant agrees that the Bank is authorized to pay to its correspondents for his account and at his risk, such sum or sums as these correspondents may require or the Bank may want to pay as margin in security for the obligations of the Bank in relation to the credit issued, or to facilitate the settlement of negotiations under the credit.

16. The Applicant agrees that all and any bills of exchange and or documents presented under the credit will travel for his account and at his risk irrespective of now and how many sets they travel. The Applicant acknowledges his responsibility for the payment to the Bank of any sum or sums that Bank may have paid or that have been debited to the Bank without or before the Bank being in possession of such bills of exchange and or documents.
17. The Applicant understands and agrees that when and as soon as the Bank is satisfied that beneficiary's bills of exchange and documents whether negotiated or not, conform to the terms and conditions of the credit, the Bank shall accept or as the case may be pay the bills of exchange and take up the documents.
18. The Applicant agrees that any request made by him to the Bank for the release of documents against payment and or under Trust receipt and or under acceptance and or deferred payment shall be deemed to constitute his acceptance of such documents and this irrevocable authorization to the Bank to debit to the Applicant's account on the due date all sums owed by him to the Bank in connection with the credit. The Applicant further agrees that if there shall be an insufficient amount standing to the credit of his account on due date or if his account has become overdrawn in excess of any limit approved by the Bank, the Bank may classify such amounts as overdue in the name of the Applicant and levy overdue penal charges as applicable from time to time. ADCB may, at its sole discretion, exercise its right of set-off to transfer funds from any other account(s) maintained either singly or jointly by me/us or overdraw any other account(s) maintained either singly or jointly by me/us with the bank to cover any shortfalls, irrespective of the currency difference between the accounts.
19. The Applicant agrees that the above conditions and provisions shall also govern any and all extensions, increase and or other amendments to the terms of the credit that the Bank may be prepared to make at the request of the Applicant.
20. The Applicant understands and agrees that if he takes possession of the merchandise before the Bank has received the documents, all and any rights to refuse the documents upon its receipt for not being in conformity with the terms and conditions of the credit are irrevocably lost both to the Bank and to himself.
21. The Applicant further declares that this agreement shall not be affected by his or any partner's death but shall remain in full force and effect and shall continue to be binding notwithstanding any changes which may from time to time take place by death or otherwise however in the partners or continuation of his or company and this agreement does not supersede but is an addition to any Letter of Hypothecation already signed or hereafter to be signed by him in favour of the Bank.
22. The Applicant agrees that the bank is authorized to route this credit through its own branch or correspondent bank or make use of its agency arrangement programme with another bank to advise/ re-issue this credit to beneficiary.
23. It is a condition of this documentary credit that Abu Dhabi Commercial Bank (ADCB) does not allow involvement of any vessel that is operating in a manner designed to preclude, disguise or otherwise impede the detection of its identity or location, including but not limited to deactivation of its Automatic Identification System (AIS) or manipulation of AIS data. In case of precluded, impeded or disguised identity or locations in conjunction with activities or locations that may be prohibited by any applicable economic sanctions, laws or rules, including those administered by the US, UN, EU, and CB UAE, ADCB has the right to immediately return the relevant documentation without any liability or obligation on ADCB. This shall not apply where any such deactivation of the AIS was due to a demonstrable malfunction, security reasons where there were imminent threat to health or safety of the public or person(s) on board the vessel or other similar demonstrable external event beyond the control of the owners or operators of the vessel evidenced in a manner satisfactory to ADCB at its absolute discretion.