



**FIMBANK**

FIMBank p.l.c.  
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| APPLICATION FOR AN IRREVOCABLE LETTER OF CREDIT  |   | PLEASE MARK 'X' OR DELETE AS APPROPRIATE |
|--|---|--|
| :40A <input type="checkbox"/> IRREVOCABLE <input type="checkbox"/> TRANSFERABLE  | :20 CREDIT NUMBER   |  |
| :31C DATE OF ISSUE   | :31D DATE AND PLACE OF EXPIRY:  |  |
| :50 APPLICANT  | :59 BENEFICIARY   |  |
| :32B CURRENCY & AMOUNT IN FIGURES & WORDS  |   |  |
| :39A PERCENTAGE CREDIT AMOUNT TOLERANCE  | <b>BY</b> <input type="checkbox"/> <i>Payment</i><br><input type="checkbox"/> <i>Deferred Payment</i><br><input type="checkbox"/> <i>Acceptance</i><br><input type="checkbox"/> <i>Negotiation</i>  |  |
| :41A CREDIT AVAILABLE WITH   | :42A Drawee   |  |
| :42C DRAFTS (IF APPLICABLE) <input type="checkbox"/> <i>At Sight</i> <input type="checkbox"/> <i>Tenor at ..... days</i> |   |  |
| 42P DEFERRED PAYMENT DETAILS   |   |  |
| :43P PARTIAL SHIPMENTS <input type="checkbox"/> <i>Allowed</i> <input type="checkbox"/> <i>Not Allowed</i>               | :43T TRANSHIPMENTS <input type="checkbox"/> <i>Allowed</i> <input type="checkbox"/> <i>Not Allowed</i>  |  |
| :44A PLACE OF TAKING IN CHARGE/DISPATCH FROM/PLACE OF RECEIPT  | :44E PORT OF LOADING/AIRPORT OF DEPARTURE   |  |
| :44F PORT OF DISCHARGE/AIRPORT OF DESTINATION  | :44B PLACE OF FINAL DESTINATION / FOR TRANSPORTATION TO PLACE OF DELIVERY   |  |
| :44C NOT LATER THAN  |   |  |
| :45A GOODS OR SERVICES <i>(Brief Description without excessive details)</i>  | <b>TRADE TERM</b><br><input type="checkbox"/> <i>FOB / FCA</i><br><input type="checkbox"/> <i>CFR / CPT</i><br><input type="checkbox"/> <i>CIF / CIP</i><br><input type="checkbox"/> <i>INCOTERMS 2000</i><br><input type="checkbox"/> <i>Others (please specify)</i> |  |

**:46A DOCUMENTS REQUIRED**

Transport Document

Bill of Lading     Air Transport Document     Charter Party Bill of Lading

MULTIMODAL OR COMBINED Transport Document     Other Transport document \_\_\_\_\_

To order endorsed in blank     To the Order of: \_\_\_\_\_

Notify: \_\_\_\_\_

Marked Freight     prepaid     payable at destination / collect

Forwarder's certificate of receipt attesting irrevocable receipt of goods by latest \_\_\_\_\_ for onward dispatch to \_\_\_\_\_

**Invoices** in \_\_\_\_\_ original/s and \_\_\_\_\_ Copies.

**Packing List** in \_\_\_\_\_ original/s and \_\_\_\_\_ Copies.

**Certificates**

Origin    Issued by \_\_\_\_\_ certifying that the goods are of \_\_\_\_\_ origin.

Other

\_\_\_\_\_ certificate issued by \_\_\_\_\_

Certifying that: \_\_\_\_\_

**Insurance**

Marine / Air     Insurance Policy or Certificate for full CIF or CIP value plus 10% covering     Institute Cargo Clauses (A)     Institute Cargo Clauses (Air) ,  
Institute War Clauses (  Cargo/ Air Cargo) and Institute Strike Clauses (  Cargo/  Air Cargo)

Insurance Covered by     Applicant/     Ultimate Buyer.

**EUR 1** Certificate duly endorsed by customs

Other documents required to be inserted overleaf

**:47A Additional Conditions:**

1. All documents are to bear the number of this letter of credit
2. Documents to be issued in the English Language
3. Drawings under this credit represents the 100% of the invoice value
4. Charter Party Bills of Lading     acceptable     not acceptable  
If Charter Party Bills of Lading are acceptable, notwithstanding the provisions of ART22 A (i) Charter Party Bills of Lading appearing to be signed by the charter or a named agent for or behalf of the charter are not acceptable.
5. Other additional conditions to be inserted overleaf

**:71B CHARGES**

|                 | Applicant                | Beneficiary              |
|-----------------|--------------------------|--------------------------|
| Fimbank charges | <input type="checkbox"/> | <input type="checkbox"/> |
| Other Charges   | <input type="checkbox"/> | <input type="checkbox"/> |

**:48 DOCUMENTS TO BE PRESENTED**

WITHIN \_\_\_\_\_ days after issuance of the transport document/FCR

**49 CONFIRMATION INSTRUCTIONS**

May Add     Not Requested     Requested

DOCUMENTS REQUIRED :46A

ADDITIONAL CONDITIONS :47A

| FOR BANK USE ONLY |         |      |
|-------------------|---------|------|
|                   | INITIAL | DATE |
| REVIEWED BY       |         |      |

**CONDITIONS**

1. Except so far as otherwise expressly stated, this Documentary Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600
2. We agree to take out in the manner and to the extent required by the Bank all insurance necessary for the full protection of the Bank's interest in the goods shipped under this Credit, and on behalf of the Bank and subject to its instructions to prosecute or to ensure the prosecution of any claim that may arise under any insurance and to pay the proceeds thereof to the bank and to provide evidence of insurance if called upon to do so.
3. If this credit is to be advised through an agency or correspondent in the USA, you are authorised to accept at your sole discretion and under our responsibility American Institute clause insurance policies.
4. You are authorised to make any additions to the documents specified under this Credit which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.
5. We certify that the import of goods described above is not prohibited or restricted and that we hold and undertake to exhibit to you valid imports licence where such licence is required.
6. The words "we" and "our" shall be read as "I" and "my" if this application is signed by or on behalf of an individual.
7. You are authorised at your sole discretion and without obligation to do so whenever you consider it advisable, customary or appropriate to waive or to delete the following from the instructions contained overleaf (whether completed by me/us or not), namely:-  
 "Draft (s) required at sight/at days drawn on issuing bank for full invoice value of goods"
8. You are authorised to instruct any bank or branch concerned to despatch any draft (s) or any documents by one or more mails or other method of conveyance at your sole discretion.
9. It is understood and agreed that all risks, including exchange risks, arising out of or consequent on the issue of this letter of credit are to be borne by me/us alone and 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 instructions or correspondence regarding the credit.
10. I/we hereby authorise you to earmark against my/our current account the total value of this credit until payment is effected and the gross amount is either debited to me/us on receipt from the paying Bank of the relative documents, or on their advice of payment, or on due date of the acceptance of the draft in terms of this credit
11. We undertake on demand to reimburse you in respect of all payments and to discharge all liabilities which you may make or incur for us at our request or on our behalf in connection with this Credit including (without prejudice to the generality of the foregoing) any liabilities you may incur as a result of you allowing any drawer and/or negotiating bank to obtain reimbursement before you have had the opportunity to inspect any documents in connection with this credit and to pay interest from the date of the same having been made or incurred until repayment both before and after any demand made at the stipulated rate by you.
12. We are aware of the implications of Article 34 of UCP 600 and acknowledge that where a bank claims to have paid/accepted/negotiated under this credit, its good faith and the fact of payment/acceptance/negotiation thereof shall be presumed in the absence of the evidence to the contrary.
13. As continuing security for the payment of all sums for which we may from time to time be actually or contingently indebted or liable to you for any reason on my account:-  
 (a) we hereby pledge and agree to pledge to you with full title, transportation documents, insurance policies and other documents representing or relating to the goods shipped under this credit which goods and/or documents are in or come into your or your agent's actual or constructive possession or control and secondly the goods represented thereby, and we warrant that such documents and goods shall not be subject to any lien, charges or other encumbrance in favour of any other person; and  
 (b) we agree to ensure that all such documents are properly endorsed and delivered to you are hereby authorised to demand the same from any party on our behalf.
14. We further agree that this Credit and any drawing (s) or advance (s) relating thereto shall be subject to the terms of the separate pledge (being in addition to that contained in condition 13 Above) were given to you.
15. We agree to be bound by the provisions of UCP 600 Art37 which have been reproduced hereunder:  
 a) A bank utilizing the services of another bank for the purpose of giving effect to the instructions of the applicant does so for the account and at the risk of the applicant.  
 b) An issuing bank or advising bank assumes no liability or responsibility should the instructions it transmits to another bank no be carried out, even if it has take the initiative in the choice of that other bank.  
 c) A bank instructing another bank to perform services is liable for any commissions, fees, costs or expenses ("charges") incurred by that bank in connection with its instructions.  
 If a credit states that charges are for the account of the beneficiary and charges cannot be collected or deducted from proceeds, the issuing bank remains liable for payment of charges  
 A credit or amendment should not stipulate that the advising to a beneficiary is conditional upon the receipt by the advising bank or second advising bank of its charges.  
 d) The applicant shall be bound by and liable to indemnify a bank against all obligations and responsibilities imposed by foreign laws and usages  
 and authorise the bank to reimburse us for any disbursements by debit of our account(s) or provides restitution for any disbursements that the bank may effect.
16. Where charges are for the account of the beneficiary and are unpaid for any reason we undertake to reimburse you in full.

**I /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 the Uniform Customs and Practice for Documentary Credits (2007 Revision, International Chamber of Commerce Publication 600), insofar as they are applicable. I/ we have taken note of all the terms and conditions stipulated on the reverse hereof which I/ we accept.**

**Upon payment you are authorised to debit my/our account number \_\_\_\_\_ designated in \_\_\_\_\_ (currency).**

**NAME AND SIGNATURE OF APPLICANT:**

**DATE:**