

L/C No.

(Bank's Use)

**IRREVOCABLE DOCUMENTARY CREDIT APPLICATION**

The Manager

Future Bank BSC

Manama, Kingdom of Bahrain

Dear Sirs,

Date: \_\_\_\_\_

Please issue an IRREVOCABLE DOCUMENTARY CREDIT as detailed below and forward the same to your correspondent by SWIFT / Courier with request to advise the Beneficiary with / without adding their confirmation:

APPLICANT ( Name and Address)	BENEFICIARY ( Name and Address)	
Contact: _____ Tel No. _____ Fax No. _____ E-mail _____		
DATE OF EXPIRY: _____ PLACE OF EXPIRY: _____	CURRENCY & AMOUNT: _____ In Words _____	
CREDIT AVAILABLE WITH: By Sight Payment / Deferred Payment	FOB / FCA / CIF / CFR / CPT / OTHERS _____	
Partial shipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	Transshipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	
Last date for Shipment: _____ Mode of Shipment: Sea / Air / Truck / _____	Shipment / Dispatch / Taking charge from: _____ For Transportation / Discharge at _____	
Credit available by beneficiary's draft at <input type="checkbox"/> Sight <input type="checkbox"/> _____ Days after Date of Shipment <input type="checkbox"/> _____	All charges outside Bahrain are to the Account of <input type="checkbox"/> Applicant <input type="checkbox"/> Beneficiary's	
Description of Goods:		
Documents to be presented within _____ days from the date of shipment, but within validity of this credit	Shipping Marks, if any:	

**Documents required (please tick as appropriate):**

- Original Signed Commercial Invoice issued by the Beneficiary in \_\_\_\_\_ originals and \_\_\_\_\_ Copies showing the name of the manufacturers / producers of the goods covering full value of the goods stating that the merchandise is in accordance with Order / Indent number \_\_\_\_\_. Invoice to show gross and net weight of the goods and the Harmonized System and Commodity Code Number of the merchandise described in the invoice and the country of origin of goods.

- Full set of clean "ON BOARD" marine Bill of Lading issued or endorsed to the order of FUTURE BANK BSC, BAHRAIN marked FREIGHT PREPAID / FREIGHT PAYABLE AT DESTINATION and notify APPLICANT. Bill of Lading should show name of carrying vessel's agent at port of discharge with their full address and telephone number.
- Airway Bill / Truck Consignment Note showing Future Bank, Bahrain as CONSIGNEE and marked FREIGHT PREPAID / FREIGHT PAYABLE AT DESTINATION and notify Applicant, showing actual date of despatch.
- Delivery Order / Note issued by Beneficiary, duly countersigned and dated by Applicant's authorized signatory/s indicating that the goods have been received in good condition and order.
- Original signed Certificate of Origin plus 2 copies stating that the goods are of \_\_\_\_\_ origin issued by a local chamber of commerce. Original certificate of origin to be legalized / certified by Embassy / Consulate of any GCC country.
- Signed Packing list issued by the beneficiary in \_\_\_\_\_ originals and \_\_\_\_\_ copies showing the number of packages / cartons and contents, thereof.
- Certificate issued by the shipping company or its authorized agent in one original and two copies stating that the carrying vessel is a classified vessel plying in regular liner service.
- Insurance Policy / Certificate in duplicate in negotiable form and in the currency of the credit for CIF / CIP value of invoice plus 10 % showing claims payable at destination covering the following risks from warehouse to warehouse, indicating the name and address of the claim settling agent at destination (i) Institute Cargo Clauses (A) (ii) Institute Strike Clauses (Cargo / Air) (iii) Institute War Clauses (Cargo / Air) (iv) Transshipment Clauses (if applicable) (v) Land Transit Clause (for Road Transport)
- A signed certificate issued by carrying vessel's Owner, Master or Agents certifying that the vessel is not prohibited from entering Kingdom of Bahrain ports for any reason in accordance with Bahrain rules and regulations must accompany the Bill of Lading.
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**Additional Conditions (tick as appropriate):**

- All documents other than GCC Certificate Origin should be in English language.
- Short form / blank back bill of lading not acceptable.
- Shipment of the goods / merchandise not allowed on Israeli Flag Vessel / Airlines. Certificate from the shipping company or their agent indicating the name of the vessel, voyage number, bill of lading number, port of shipment, port of discharge, ship's nationality, flag of the ship that the carrying vessel will not call on any Israeli Port / Airport during the course of the journey.
- Name of our Bank & our LC Number should be indicated in all documents
- Documents dated prior to the date of issue of the LC are not acceptable.

You are authorized to debit our Account No. \_\_\_\_\_ for collection of all your charges and also upon payment of credit compliant documents.

The undersigned agrees to the various terms and conditions governing the opening of Documentary Credits as set forth as part of this application.

Unless otherwise stated, this letter of credit shall be subject to "Uniform Customs and Practice for Documentary Credits – 2007 Revision – ICC Publication No. 600

Yours faithfully,

Authorized Signature

### General Terms and Conditions for Opening Documentary Credit

Unless otherwise expressly agreed to, it is understood and agreed that the following terms and conditions shall apply:

1. This credit and amendments thereto may be advised through a branch / correspondent of Future Bank BSC choice, notwithstanding any request in the application for your advising through any particular bank.
2. You may, at your option, call for presentation of drafts on us or on the advising bank or you may waive requirement of the presentation of drafts.
3. All instructions in connection with this credit are transmitted entirely at our risk and responsibility.
4. Any attachments to this application such as proforma invoices, sale agreements, copies of telexes or other documents of a similar nature are for purposes of information only and do not form part of the credit. You will not be required to check the documents, when received, for consistency or compliance with such attachments.
5. We are fully responsible for completing this application. The Bank shall not be liable or responsible for the consequences if it issues a credit in accordance with its normal practice, due to any part of this application being incomplete. You may add / delete any terms & conditions or documentary evidence in order to comply with your requirements or the requirement / recommendations of government / chamber of commerce.
6. Neither the Bank nor its correspondents shall be in any way responsible for the description, quantity, quality or value of the merchandise represented by the documents and for the amount of shippers charges, for loss or damage to the merchandise or the terms, conditions or sufficiency of documents.
7. If the beneficiaries are not required to insure the goods relating to this credit, we undertake to effect the insurance locally against all risks and deliver to you immediately the relative insurance policy / certificate. It is understood that if such policy or certificate is not issued or delivered to you within 5 days of issue of the credit, you may without referring to us but without any obligation on your part, effect the necessary insurance against all risks and debit our account with the costs for arranging the insurance policy / certificate. We also agree to keep the Bank indemnified against all liabilities, losses, damages, cost and expense relating to or arising from the absence of insurance cover in respect of all Risks / War Risks.
8. After the expiry of the insurance cover relating to this credit or if additional cover is required due to an amendment, we will arrange further additional cover or you are authorized, at your option, but without any obligation on your part, to arrange for such additional cover and to charge the cost of arranging the additional insurance to our account. Any sum received in respect of insurance claims under any insurance cover in connection with this credit shall be held at your disposal and adjustments as you deem fit.
9. We indemnify you against all obligations and responsibilities, which may be imposed by foreign laws and usages. We certify that neither the beneficiaries name nor the suppliers of the goods are subjected to boycott or blacklisting.
10. We agree and undertake that all drawings under this credit will be paid (together with interest at the Bank's ruling rate from time to time) in the local currency at the Bank's selling rate ruling on the date on which it covered the relative foreign currency amount drawn.
11. We agree and undertake to collect all documents from the Bank promptly upon receipt of advice of arrival of documents against payment if the documents are at sight or against acceptance and provision of security, if required, if the documents are at a tenor. It is further agreed that if we fail to collect the documents as above within 3 days from the date of advice of arrival of documents, we shall be precluded from later claiming that the documents evidence discrepancies or that the terms and conditions of the credit have not been complied with.
12. We agree to examine all documents immediately after receipt of the documents from you and to notify you in writing promptly if we consider that the documents evidence discrepancies or that the terms and conditions of the credit have not been complied with. If no such written notice is received by you within 3 business days from the date of dispatch / receipt of documents, we shall be precluded from later claiming that the documents evidence discrepancies or that the terms and conditions of the credit have not been complied with.
13. In case of default of any payment, you are authorized to dispose off the merchandize in any way that you deem fit to recover the amount due. Any shortfall shall be collected from our account.
14. If, at our request, the Bank agrees to the merchandize being consigned directly to us (applicant) or to any party other than the Bank or in case of goods being delivered directly to us (direct delivery or land transit goods), the Bank, at its discretion, is authorized upon receipt of documents to debit our account in settlement if the documents are at sight or to accept or authorize acceptance, if the documents are at a tenor and to debit our account at maturity of the acceptance, irrespective of any discrepancies in the documents.
15. We authorize you to debit our account for any cash collateral that you may require and all your charges, commission or interest. We also authorize you to debit our account with charges of your correspondent banks, reimbursing bank and with charges which for any reason whatsoever are not recoverable from the beneficiary of the credit.
16. It is understood that the Bank awaits for our authorization to retire the documents only as a matter of courtesy. You are authorized to debit our account at any time in settlement of documents or matured acceptances together with charges, commissions or interest as applicable.
17. We hereby authorize the Bank to cancel the unutilized portion of this credit within 30 days from the date of expiry of the credit. We also agree to inform the Bank of any amendments to the credit before the credit is cancelled by the Bank.
18. It is agreed that our liability hereunder is / are not to be affected in any manner whatsoever and you shall not be held liable and responsible for the correctness, genuineness or validity of the documents or for any loss or damage which may happen to the merchandize during its transit and / or after its arrival and or the non insurance or improper or inadequate insurance thereof and / or any deficiency in the quality, quantity, weight, conditions, packing, delivery, value or existence of goods represented by any documents thereof and / or stoppage or detention thereof by the shipper or any other person whomsoever under any circumstances.
19. This credit is subject to (a) General Terms and conditions for opening documentary credit signed by us and (b) Uniform Customs and Practice for Documentary Credits – 2007 Revision – ICC Publication No. 600. Since the said Customs & Practice make it mandatory on our part to give our decision without delay concerning documents, we therefore undertake to approach the Bank in order to examine documents immediately upon your advice to us, verbally or in writing as you deem fit, upon receipt of documents. If we fail to do so it shall be taken for granted that we accept the documents regardless of any reserve or discrepancies and that you are authorized to debit relevant full value to our account with you.
20. We hereby certify to the best of my / our knowledge and belief that the beneficiaries of the credit have no connection with Israel and the terms and conditions of this credit in no way contravene the regulations issued by the Israel Boycott Office and we agree to indemnify the Bank against any such loss, claim or penalty resulting from any such contravention.
21. We hereby undertake to pay all transportation, landing and warehouse charges and all other charges and expenses relating to the goods. If we fail to do so, the Bank is authorized to pay all such charges or expenses on our behalf and we hereby undertake to reimburse the bank on demand all such payments, in the currency in which such payments were originally made. We also authorize the Bank to debit our account for recovery of these charges and expenses.
22. Should the Bank elect before settlement by me / us of the drafts to hand me / us the documents for the purpose of clearing or realizing the relative goods or for any purpose, I / we engage to hold the said documents and / or goods on your behalf and to account to you for the proceeds thereof.
23. I / we hereby declare that the requested credit facility shall be utilized only for the purposes detailed in the application and it would not be utilized for illegal purpose or criminal activity or money laundering purpose.
24. I / we agree that the Bank will not be held liable for any delay in the arrival or non arrival of either the documents or the goods nor for any delay in giving or failure to give notice of arrival of goods or any other notice. Nor you will be liable for any loss or delay in delivery of mails or errors, omissions or delays with respect to the cables or wires or SWIFT.
25. In case the documents are not taken up by me / us within the validity of the insurance certificate / policy, we authorize the Bank to insure the goods for a further period against all risks and with any insurance company at Bank's discretion and debit my / our account for the insurance premium and bank's charges. Notwithstanding the above, we will not hold the Bank liable for non-insurance or improper or inadequate insurance of the merchandize not for the solvency of the insurance company. In case of any loss or damage to the merchandize, my / our liability under the letter of credit shall continue.
26. In case of any loss or damage to the merchandize, we authorize you to lodge the claim with the insurance company and obtain the amount of the claim payable by the insurance company. I / we will engage myself / ourselves to do all the necessary to enable you to obtain such payment from the insurance company.
27. That in consequence of any interruption of communication with the country where the credit is available or due to any other cause it cannot be ascertained for the time being to what extent the beneficiary has availed the credit or if any other obstruction arises, I / we will not be entitled to demand release of any security. I / we may have given or be discharged from any of my / our obligations hereunder until all difficulties have been removed and final settlement of all accounts in connection with the opening of this credit has taken place. Furthermore, I / we agree that this credit cannot be revoked / cancelled or modified without the consent of the beneficiary and I / we shall have no right to insist on such revocation / cancellation or modification unless the beneficiary's agreement to that effect is obtained by the bank or its correspondent.
28. This agreement shall not be affected by my / our or any of our 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 howsoever in the partners or constitution of my / our firm and / or company and that this agreement does not supersede but in addition to any letter of hypothecation already signed or which may hereinafter be signed by me / us in your favour.

For Bank's use:

<b>SANCTIONED L/C LIMIT</b>	<b>BHD.</b>
<b>AMOUNT UTILIZED (L/C OPENED &amp; OUTSTANDING)</b>	<b>BHD.</b>
<b>BALANCE LIMIT AVAILABLE</b>	<b>BHD.</b>
<b>VALUE OF THIS L/C</b>	<b>BHD.</b>
<b>DATE OF EXPIRY OF THE L/C LIMIT</b>	
<b>REMARKS</b>	<b>WITHIN LIMIT     /     EXCEEDING THE LIMIT</b>
<b>MARGIN MONEY REQUIREMENTS (% &amp; amount)</b>	

**CLERK / OFFICER**

**ASST. MANAGER**

**MANAGER**