

To: HSBC Bank Middle East Limited

Application for Irrevocable Documentary Credit (DC)

Branch:

Please select one of the following:

- New DC issuance Amendment to an existing DC
(Please complete all applicable fields) (Please complete all applicable fields)

DC No: (For Bank use only)

In all instances complete boxes 1 to 6

1. Applicant (Name and address): 	2. Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y"/> <input type="text" value="Y Y"/>	3. DC to be available by negotiation (by default) unless another choice is made by ticking below: <input type="checkbox"/> Sight Payment <input type="checkbox"/> Deferred Payment <input type="checkbox"/> Acceptance
	4. DC not transferable or assignable unless ticked below: <input type="checkbox"/> Transferable	
5. Contact name: Tel. No.: Fax No/Email: <small>(For any clarification with regard to this application)</small>		
6. Import Account No. <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>		
Complete all other boxes which are relevant, where amendment needs to be carried out, other than the beneficiary name:		
7. Amendment to DC details : Existing DC No: Advising Bank (if known): DC CCY and Amount: (in figures) (in words). Present Expiry Date: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y"/> <input type="text" value="Y Y"/> Place of Expiry:		
Please amend the DC as follows: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease The amount of the DC by (in figures) (in words), making a new total of (in figures) (in words). <input type="checkbox"/> Other amendments [Max Char Allowed: 100]		
8. Beneficiary (Name and address): Contact Person: Phone No.: Fax No.:	9. Date of DC expiry/if amendment new date of DC expiry: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y"/> <input type="text" value="Y Y"/>	
	10. Place of DC expiry:	
	11. Shipment date/if amendment not later than: <input type="text" value="D D"/> / <input type="text" value="M M"/> / <input type="text" value="Y Y"/> <input type="text" value="Y Y"/>	
	12. Period for presentation of documents/if amend new period for presentation: Documents should be presented within <input type="text" value=""/> <input type="text" value=""/> (21 days by default unless specified otherwise) days after shipment but within validity of the credit.	
13. Partial shipment / delivery: <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed	14. Transshipment: <input type="checkbox"/> Allowed except in sanctioned or boycott countries <input type="checkbox"/> Not allowed	
15. Amount in figures and currency:	16. Allowance of variance in amount and quantity, (if any)	
17. Currency & Amount in words:		
18. Drafts required (N/A in case of deferred payment): <input type="checkbox"/> At sight, drawn on the issuing bank for full invoice value of goods. <input type="checkbox"/> At days from drawn on the issuing bank for full invoice value of goods.		

19. Description of goods (Please insert brief description): (the "Goods")

20. Incoterms2010 EXW FCA FOB CFR CIF CPT CIP DDP Other

21. Insurance to be covered by: Applicant Beneficiary Ultimate Buyer

Fill up 22,23,24 and 25 for sea and road shipments only

22. Place of taking in charge / shipment:	23. Place of final destination:
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24. Port of loading:	25. Port of discharge: [Port of Transshipment] [*]
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Fill up 26 and 27 for air shipments only

26. Airport of departure:	27. Airport of destination:[Airport of Transshipment] [*]
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28. All banking charges outside the country of issuance of this DC are on account of / In case of local DC, all charges other than issuance charges are on account of: Beneficiary Applicant

29. In case the DC is usage, the acceptance commission to be borne by:

Beneficiary Applicant

30. Confirmation: Required Not required

31. Confirmation charges to be borne by:
 Beneficiary Applicant

32. Legalisation charges as per the current applicable law and regulations in Country to be borne by: Beneficiary Applicant

33. Please debit DC opening commission, advising charges, SWIFT transmission and courier charges / margin if any to our account No:

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(Give details under 37 if any of the above charges to be borne by beneficiary)

34. Original Documents required related details: (Please tick / complete as required)

<input type="checkbox"/>	1	Signed commercial invoices in (No of copies required) mentioning: (i) Relevant harmonised system commodity code number(s) applicable to each item shipped under this DC. (ii) Name and address of the manufacturer(s) or producer(s).
<input type="checkbox"/>	2	Full set of 3/3 originals and 2 non negotiable copies of clean "On board" ocean/marine/multimodal bills of lading made out to the order of shipper, endorsed in blank, marked <input type="checkbox"/> Freight Collect <input type="checkbox"/> Freight Prepaid, and notify applicant and HSBC Bank Middle East Limited, Bahrain Branch, quoting this DC number.
<input type="checkbox"/>	3	Original air waybill marked "for the consignor / shipper" signed by the carrier or his agent, marked <input type="checkbox"/> Freight Collect <input type="checkbox"/> Freight Prepaid, showing flight number, airport of departure, airport of destination and date of despatch of goods, consigned to HSBC Bank Middle East Limited, Bahrain Branch, and notify the applicant with full address mentioning this DC number.
<input type="checkbox"/>	4	Original truck consignment note evidencing goods received for despatch by truck showing the truck number, date of despatch, place of taking in charge and place of delivery and marked <input type="checkbox"/> Freight Collect <input type="checkbox"/> Freight Prepaid.
<input type="checkbox"/>	5	Delivery note in copies duly countersigned and dated by the applicant's authorised representative Mr. / Ms., whose signature must be verified by the negotiating bank, confirming the receipt of goods in good order and condition. The specimen signature of applicant's authorised representative which forms an integral part of this DC will be forwarded to you by separate mail. (Note: Please attach the specimen signature to enable us forward same to the advising bank)
<input type="checkbox"/>	6	Certificate of origin in duplicate issued by the Country chamber of commerce or industry in the beneficiary / exporting country stating that the goods are of origin showing the full name and address of manufacturer or producer and the exporter of the goods.
<input type="checkbox"/>	7	Packing list in (specify number of copies required).
<input type="checkbox"/>	8	A copy of shipment / despatch advice sent to (Please mention name of insurance company) and applicant by fax within 3 working days after shipment on fax number(s): 1....., 2, referring to open policy number showing the name of carrying vessel / flight number / truck number, date of shipment / despatch, marks, amount and the number of this DC. The relative fax transmission report must be presented for negotiation.

<input type="checkbox"/>	9	A marine insurance policy or certificate issued in negotiable form in the currency of this DC for full CIF value plus 10 percent (including any excess or franchise deductibles) from warehouse to warehouse covering the current Institute Cargo Clause (A), Institute War Clauses (Cargo) and Institute Strike Clauses (Cargo), with claims if any payable in the Country, irrespective of percentage.
<input type="checkbox"/>	10	Air insurance policy or certificate issued in negotiable form in the currency of this Documentary Credit for full CIP value plus 10 percent (including any excess or franchise deductibles) covering the current Institute Cargo Clauses (Air), Institute War Clauses (Air Cargo) and Institute Strikes Clauses (Air Cargo) or as appropriate with claims, if any payable in Bahrain , irrespective of percentage.
<input type="checkbox"/>	11	Insurance policy or certificate issued in negotiable form in the currency of this DC for full CIP value plus 10 percent (including any excess or franchise deductibles) covering "All Risks" including road transport risk with claims, if any, payable in Country, irrespective of percentage.
<input type="checkbox"/>	12	A certificate from the shipping company or their agents stating that the goods are shipped on conference / regular line vessel: (i) that is exempted from the 'SOLAS' convention certification requirement and is not required to have a certificate of conformity to the ISM code or that it has a current ISM code certificate, if the carrying vessel is subject to 'SOLAS'; (ii) that is covered by Institute Classification Clause and (iii) that the vessel is allowed to enter ports in the Country according to its maritime laws and port regulations.
<input type="checkbox"/>	13	Shipping marks:

(the documents referred to in 1 to 12 above, and any other documents relating to the Goods, the "Documents")

35. Special Conditions that will be included in the DC:

1.	Bill of lading must evidence name and address of carrying vessel's agents at the port of destination.
2.	The original invoice and the original certificate of origin must be attested or legalised by the Country Embassy or Consulate in the beneficiary's country or, in its absence, by the nearest Country Embassy or Consulate. Presentation of documents without legalisation by Country Embassy or Consulate is acceptable provided invoice shows a deduction in line with the local government regulation on gross invoice value as per the current schedule. (If any legalisation charges incurred these are to be borne by the beneficiary)
3.	The insurance policy (if called for) and certificate of origin in languages other than English are acceptable only if they are accompanied by a translation in English duly countersigned by a Chamber of Commerce. Any other documents submitted under this DC in languages other than English are not acceptable.
4.	Under no circumstances may a bank listed in the Arab Israeli Boycott Black List negotiate documents under this DC.

Settlement instructions:

- For immediate settlement, on receipt of documents as in order please debit our Account No. [] [] [] - [] [] [] [] [] [] - [] [] []
- Please finance payment of drawings under this Documentary Credit by debit to an Import Loan for [] [] [] days.
- Please debit our Account No [] [] [] - [] [] [] [] [] [] - [] [] [] at maturity.
- Forward Contract details, Rate: _____ Dealer Name: _____ Date: [] [] [] / [] [] [] / [] [] [] [] [] []

36. Other Documents required (If any): (Please attach additional sheet with details if required)

37. Additional conditions if any for inclusion in the DC: (Please attach additional sheet with details if required)

38. Additional information, if any for the Issuing Bank: (Please attach additional sheet with details if required)

39. Customer declaration:

1. The words "we" "our" and "us" shall be read as "I" "my" or "me" if this application is signed by or on behalf of an individual.
2. The words "you" and "your" means the HSBC Group entity for which you have contracted with in relation to this DC.
3. Country means the Kingdom of Bahrain.
4. This DC is subject to the (2007 Revision) Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce No. 600 ("UCP") currently applicable and any revision or amendments thereto as well as the documentary credit provisions set out in applicable Country laws and regulations . Terms used herein shall, unless the context otherwise requires, have the same meanings as are set out in UCP. We hereby acknowledge that we have fully read and understood the provisions of UCP. We further agree that in the event of any conflict between provisions of this DC and UCP, this DC shall prevail. We are aware and accept the implications of relevant articles of UCP concerning the disclaimer on effectiveness of documents and the disclaimer on transmission of messages.
5. 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 (ies) or certificate (s) acceptable to you, with you named as first loss payee, for the cost and freight value plus at least 10 per cent, failing which you may (without any obligation on you in this respect) effect insurance at our expense.

6. If this DC is to be advised through an agency or correspondent bank in USA, you are authorised to accept at your sole discretion American Institute Clauses insurance policies.
7. You are authorised to make any addition (prior to the issuance of this DC) to the Documents which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.
8. We certify that neither the beneficiary (ies) named nor the supplier(s) of the goods are subject to any boycott or blacklisting. We further add that the import of the goods described above, is not prohibited or restricted, and that we hold and undertake to exhibit to you a valid import license where such license is required.
9. We agree that the acceptance of Carrier's Bills 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 liberty to refuse Bills of Lading unless accompanied by a certificate, issued by the Carrier (s) certifying that it is a member of a conference line.
10. We accept that it's our responsibility as importers to advise you of the name (s) of shipping companies (if any) in whose vessels we do not wish the goods to be shipped.
11. This DC and the drawing (s) there under are to be subject to the terms (unless expressed herein) of the Facilities Offer Letter executed by us and given to you. In the event of any dispute or contradiction between this DC and the Facilities Offer Letter, this DC will prevail.
12. Drafts may be drawn clauséd "without recourse" if the drawers so require.
13. We acknowledge that the right is reserved by you to refuse any loan application made by us at the time of presentation of documents under this DC.
14. You may advise this DC or restrict it's availability to your own offices or to any correspondent of your choice unless otherwise instructed by us.
15. We are aware of the implications of Article 34 of UCP and acknowledge that where a bank claims to have paid / accepted (honoured) or negotiated under this DC, its good faith and the fact of payment / acceptance (honour) or negotiation thereof shall be presumed in the absence of evidence to the contrary.
16. In consideration of you permitting and / or authorising the negotiating / confirming bank to make a claim under this DC prior to receipt of documents by you, we irrevocably indemnify you for the full amount of the negotiating / confirming bank's claim (plus interest from the date of the claim having been met until repayment at the rate specified by you) in the event that such a claim is subsequently rejected by us or is otherwise not a complying presentation and we authorise you to debit our account accordingly without further authority from us.
17. We will not assign our interest in this DC to any third party without your prior written consent.
18. We hereby grant in your favour security over the Documents and the Goods by way of pledge, charge and assignment, in each case to the full extent possible by law, as security for any amounts owing to you in connection with this DC. On and at any time after, you shall be entitled to exercise all rights, powers and remedies conferred on you by law as a secured party in relation to the Goods and the Documents.
19. We acknowledge that it is HSBC's policy to comply with all relevant laws and regulations, including anti-terrorism, anti-money laundering and sanction laws and regulations including, without limitation, those sanctions and directives issued by the European Union, the United Nations, the government of the United States and the US Office of Foreign Asset Control and the Country Central Bank or any other restrictive measures.
20. We acknowledge that You may take, and may instruct members of the HSBC Group to take, any action which You in its sole discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions regimes or any other restrictive measures or to act in accordance with relevant laws, regulations, sanctions regimes, international and national guidance, relevant HSBC Group procedures and/or the direction of any public, regulatory or industry body relevant to any member of the Group. This includes the interception and investigation of any payment, Communication or Instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime. Such action may include but is not limited to: the interception and investigation of any payment messages, instructions or other information sent in relation to the 'Documentary Credit'; or making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
21. Neither You nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of any delay or failure by You or any member of the HSBC Group in performing any of its duties under these terms and conditions or other obligations caused in whole or in part by any steps which You, in Your sole and absolute discretion, considers appropriate under applicable laws and regulations.
22. We agree, at our sole cost and expense, to execute such Documentation and / or take such actions as you require to (i) grant any security interest in your favour over the Documents and / or the Goods, and (ii) to perfect, preserve or enforce your contractual rights and / or any security interest in respect of the Documents and the Goods.
23. We will reimburse you on demand for any advances made against any documents which have not been properly taken up on presentation or in respect of which payment has not been duly made to you.

We request you to issue your Irrevocable Documentary Credit for our account in accordance with the above instructions and subject to the above conditions.

S.V

FOR BANK USE ONLY

Signature verified

Fax indemnity

Held

Not held

RM:

Management approval:

** by signing above, I/We confirm My/Our agreement to the terms and conditions under Section 39 - Customer Declaration - numbered 1 to 23 above.*