SEYLAN She kand bede bede bede bede		LICATION FOR IRREVOCABLE DOCUMENTARY CREDIT					
Date	Branch	A/C No	L/C No				
Form of Credit :	Irrevocable	Transferable Cr	edit Standb	y Credit			
Name and Address of the Applicant:			Name, Address and Contact details of the Beneficiary:				
TEL/Mobile:							
Email:			TEL:				
Date of Expiry			Place of Expiry				
Currency Amount		Tolerance Value Quantity	Confirmation of the crea Requested Not Requested Authorised if requested		Applicant Beneficiary		
Credit is available bySight paymentDeferred PaymentAcceptanceNegotiationUsance/Draftdays after			Partial Shipment: Allowed Not Allowed	Allov	Transhipment: Allowed Not Allowed		
Description of goods (Brief description)			Place of Receipt/Port/Airport of Loading:				
-			Place of Delivery/Port/Airport of Discharge: Latest date of Shipment/Despatch:				
			Sea shipment: FAS Any mode/Air shipment:	FOB	CFR FCA	CIF CPT	
				CIP	DAT	DAP	
H.S Code:				DDP			
Signed Commercial Invoices in one Original and Copies, showing							
Applicant Beneficiary							
Booking of Forward E Fix exchange val Do not fix excha	id till	Advising Bank					
Please establish on m by fully operative SW In consideration of yo	y/our behalf an Irrevoo IFT. our issuing the above cr	sary forms to be attached) cable Documentary Credit redit, I / We hereby agree the Annexure I attached	FOR BANK USE ONLY	Sign	ature(s) Vo	erified by	
Rubber stamp and Authorised Signature(s) of Applicant(s)							

GENERAL CONDITIONS

In consideration of your issuing the Letter of Credit in accordance with the attached LC Application and your agent negotiating/accepting the draft or drafts under this credit, I/We hereby further agree:

- To repay all monies paid in pursuance of this Credit together with any local or foreign Bank charges with Interest, at such rate as may be fixed by you from time to time, and also to authorize you to charge into any of my/our accounts with all the bank commission and customary charges as well as all monies so paid for which you are liable under this Credit..
- 2. To provide the Bank at or before maturity with sufficient funds to meet all disbursements and acceptance together with commission, interest, charges and other incidental expenses.
- 3. To hold the bank free from any responsibility and to reimburse the Bank for any monies paid even should the merchandise be diverted or over-carried or fail to arrive or be refused Landing at destination through any act of way or restrictions imposed by the government ordinance or due to whatever cause, whenever shipments are made to a Port other than the ports in Sri Lanka. I/We shall retire the drafts on demand of payment although the carrying vessel may not have arrived at such ports.
- 4. To pay/reimburse the nominated bank for any drawing(s) against credit complied documents as per the nominated bank's determination even if the documents have been lost in transit between the nominated bank and the issuing bank/or the confirming bank.
- 5. To hold you and your agent free from any responsibility for any damages to merchandise shipped or for deficiency or defect in the quality, quantity weight or value thereof and further free from any responsibility for the correctness, genuineness, regularity or validity of documents submitted if apparently in order or for the loss or delay in forwarding of the documents or for any delay or deviation from instructions in respect of shipment. The bank reserves the absolute right to determine whether or not the said documents submitted are in order in the event of any dispute.
- 6. That the said documents or the merchandise covered thereby and the insurance benefits to be claimed thereon in case of loss whatsoever shall be held by you as collateral security for due acceptance and payments to all or any drafts drawn or any other money/monies due to you under this Credit. In case of none acceptance or non-payment of the drafts drawn hereunder I/We hereby agree and undertake to return on demand to you the merchandise covered by this Letter of Credit and you are hereby authorized or empowered to sell without notice the merchandise or any part thereof at public auction private sale and after deducting all expenses including commission connected to therewith you have the power to apply the net proceeds towards payment of the said draft/drafts or any other indebtedness to you including the interest accrued thereon and if the proceeds of the sale or money recovered under insurance, or both together, should be insufficient for the purpose, I/We agree to pay any deficiency in demand. The receipt by you of other collateral merchandise or cash now in your hands or hereafter deposited with you, shall not in any way of affect your power to re-sell the pledged merchandise or to receive any money recoverable under insurance, and to apply the proceeds of the sale and/or the insurance money as aforesaid.
- 7. To hold the bank and its officers and correspondents free from any responsibility for any inaccuracy, interruption, omission, error or delay which may result in and from the transmission of its instructions by the postal, cable and telegraph authorities, or form any ambiguity in his/her instruction.
- 8. That where the credit calls for the insurance to be effected by the buyers to keep the property covered by insurance in the joint names of the Bank and myself/ourselves or to transfer or assign the insurance policy or Certificate to the Bank in manner satisfactory to you and produce such policy to you when called for by you and in case of the expiry of any insurance, you are at liberty to insure for any of my/our accounts until such time as deemed necessary.
- 9. That the delivery of documents of title goods with or without the draft by bank to me/us against a Trust Receipt or other form of security affecting the merchandise contained therein or without security as the case may be shall not release me/us from my/our undertakings and obligations under these conditions which the Bank may enforce independently or in conjunction with the rights conferred on the Bank by the security given.
- 10. To sign, execute and deliver any transfers, deeds or documents which the Bank may require me/us to sign execute and deliver for perfecting the Banks' title to the merchandise and the said documents and/or for vesting the same to any purchasers from the Bank.
- 11. That in the instance where the bank has not required payment of all monies due under this Credit as a condition for the release of the documents of title relating to the goods, and notwithstanding the same, if at any time before you release the said documents to me/us, while any monies due to you under this credit remain unpaid, I/We am/are adjudicate insolvent/or and order for winding up is made by a competent court and or then Bank is credibly informed that I/We am/are financially unsound and unable to meet my/our liabilities in full or I/We am/are likely to adjudicated insolvent/likely to be wound up/or that a petition for such a adjudication/winding up has been filed or proceedings have been taken against me/us or that an application has been made against me/us for an order or orders under the part xii of Companies Act. No.07 of 2007, you will be entitled to withhold the said documents from me/us and to exercise your security interest/lien until all monies due to you under this credit are paid to you or adequately secured.
- 12. To bear and pay all freight and landing charges on the goods whenever requested to do so by the Bank.
- 13. To pay the Bank, on demand any additional margin either by payment of cash or by deposit or transfer of any additional property or security.
- 14. That the Bank may in its discretion and without giving notice to me/us convert into Sri Lanka Rupees equivalent on all drafts and documents negotiated under this Credit at the prevailing rate of exchange at any time before or after the receipt of the said drafts and documents.
- 15. To admit and regard all promises, agreements and undertakings contained herein notwithstanding any extension renewal, renovation or modifications of any kind in the terms of the Credit which you may have cause to be done at my/our request. And in the events of this application and agreement being signed by two or more whether as partners or in the name of the firm or in any other capacity, each and all such parties signing shall be deemed JOINTLY and severally liable there under. Notwithstanding any change of partners in the firm whether arising from the death or retirement of one or more partners or the accession of one or more new partners, Agreement shall remain valid and enforceable.
- 16. That this Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 revision) International Chamber of Commerce, Publication No 600 and this Credit is also subject to the usual terms and conditions followed in the area where the Credit to be established.
- 17. You are authorized to make any additions to the documents specified under this Credit which you may consider necessary to ensure compliance with government regulations and in terms of international standard banking practice but you are not obliged to do so.
- 18. If this credit to be advised through your agency or correspondent bank in U.S.A, you are authorized to accept at your sole discretion American institute clauses insurance policies.
- 19. You are authorized to provide any information in relation to this transaction required by any Correspondent Bank as requested in terms of any regulatory, compliance or legal requirement of the jurisdictions governing such Banks.