

APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

Date	Branch	A/C No	L/C No
Form of Credit : Irrevocable		Transferable Credit	Standby Credit
Name and Address of the Applicant :		Name, Address and Contact details of the Beneficiary :	
TEL/Mobile:		TEL:	
Email:			
Date of Expiry		Place of Expiry	
Currency Amount	Tolerance Value Quantity	Confirmation of the credit Requested Not Requested Authorised if requested by Beneficiary	Confirmation charges on Applicant Beneficiary
Credit is available by Sight payment Deferred Payment Acceptance Negotiation Usance/Draft days after		Partial Shipment: Allowed Not Allowed	Transshipment: 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 FOB CFR CIF Any mode/Air shipment: EXW FCA CPT CIP DPU DAP	
H.S Code:		DDP	
<p>Signed Commercial Invoices in one Original and Copies, showing breakdown, separately.</p> <p>Full set of shipped on board (3/3) Marine / Multi Modal / Charter Party Bills of Lading consigned to the order of Seylan Bank PLC marked Freight Prepaid / Collect and notify applicant indicating L/C number, name and address of Shipping Agent in Sri Lanka.</p> <p>Original shipper's or consignor's Air Transport Documents plus one additional copy evidencing goods consigned to Seylan Bank PLC indicating Letter of Credit Number, Freight Prepaid / Collect and notify applicant.</p> <p>Postage/freight prepaid Sea/Air Parcel Post Receipt / Courier receipt/ evidencing goods consigned to Seylan Bank PLC indicating L/C number.</p> <p>Goods Received Note duly signed by applicant confirming receipt of goods in good order/FCR/In Bond Delivery Order.</p> <p>Original Insurance Policy or Certificate issued or endorsed to the order of Seylan Bank PLC., for full CIF / CIP value plus%, indicating Premium Paid, Claims Payable in Colombo, irrespective of percentage, covering Institute Cargo Clauses (A)/(Air). Institute War Clauses (Cargo / Air cargo). Institute Strikes Clauses (Cargo / Air cargo). Including Transshipment risks from shipper's warehouse to applicant's warehouse.</p> <p>Insurance covered locally by applicant, Policy No..... (other than INCO terms/CIF/CIP).</p> <p>Certificate of Origin in one original and copies.</p> <p>Packing List in one original and copies. Weight Note in one original and copies</p> <p>Beneficiary's Certificate confirming that a full set of copy documents have been e-mailed / couriered / Faxed on Fax Number to the applicant within days from the date of shipment.</p> <p>Import License No. attached (if applicable). Additional conditions attached: YES NO</p> <p>Relevant Export L/C No., if any</p> <p>In the event of an advance payment is to be made, state value,</p> <p>if advance payment was effected, state value and reference number</p>			
Documents to be presented within days after the date of shipment / dispatch but within the validity of the credit.			
Banking charges outside Sri Lanka including - Advising Bank charges, Negotiation Bank charges & Reimbursing Bank charges are for Applicant Beneficiary			
Booking of Forward Exchange Fix exchange valid till Do not fix exchange (Necessary forms to be attached)		Advising Bank	
Please establish on my/our behalf an Irrevocable Documentary Credit by fully operative SWIFT.		FOR BANK USE ONLY	
In consideration of your issuing the above credit, I / We hereby agree to all the terms and conditions stipulated on the Annexure I attached to this application.		Signature(s) Verified by	
Yours faithfully,			
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:

1. 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 from 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. Utilization of all trade line facility/facilities will solely be subject to prevailing market conditions including but not limited to the availability of foreign exchange and the regulations and guidelines of the Central Bank of Sri Lanka or any other regulatory authority in relation to such trade line facility/facilities.
15. In an event if the Bank is unable to sell foreign currency to you to settle the Bill/s on the date of the Payment being made to the Supplier/Beneficiary, you shall either provide with the required foreign exchange in settlement of the Bill or make sufficient funds available in the said account in local currency up to the date the Bank provides/sells foreign currency to you to make settlement towards Bill/s and you hereby agree that the transaction related to such Bill/s will be settled at the exchange rate prevailing on the date foreign currency is made available/sold to you by the Bank.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.