

L/C Application Form

Documentary L/C

Standby L/C

Other

1. Applicant	Name:
	Address :
	Phone:
	Fax :
	Email :
	Contact person :
2.Amount of LC:	
3.Beneficiary Bank	Name:
	Address :
	A/C NUMBER :
	SWIFT CODE :
4. Beneficiary	Name:
	Address :
	Phone :
	Fax :
	Email :
5. Expiration Date	
6. Latest Shipment Date	
7. Shipment From	
8. Shipment To	
9. Partial shipment	Allowed / Not Allowed (circle one)
10.Transshipment	Allowed / Not Allowed (circle one)
11. Terms	FOB / CIF / CFR / DDP (circle one)
12. Shipment by	SEA / AIR / LAND (circle one)
13. Pro Forma invoice	Merchandise Description:
	Number:
	Date:
14. Documents Required	Please list here:
15.Special Conditions	L/C Transferable Yes / No (circle one) Others:

TERMS AND CONDITIONS

The undersigned hereby applies for a Line of Credit to be Facilitated by **EXIM CREDIT LLC** in accordance with this application (“**Documentary Credit**”) and agrees to the following terms and conditions or such other terms and conditions applicable to us in respect of the Documentary Credit as may be provided pursuant to credit facility agreement with you (together the “**Terms and Conditions**”):

1. The words “**Applicant**” shall refer to the undersigned. The words “**TRADE FACILITATOR**” shall refer to “**EXIM CREDIT LLC**”.
2. In consideration of opening this Documentary Credit at our request, the “**Applicant**” hereby undertake to pay the “**Trade Facilitator**”, assignees all amounts paid by the “**Applicant**” in pursuance of this Documentary Credit together with interests, commissions and other Administrative charges. (%) Net of the Total Invoice submitted, we the “**Applicant**” hereby authorize the “**Trade Facilitator**” to debit any of our accounts held with all amounts been paid or for which the Bank is liable under this Documentary credit. In doing this, the “**Trade Facilitator**” may at any time without notice to the “**Applicant**”, combine and/or consolidate all or any of accounts and set-off or transfer any sums standing to the credit to any one or more of such accounts or towards satisfaction of any of the “**Applicant**” liabilities to the “**Trade Facilitator**” including the one related to this credit.
3. All goods, bill of lading, warrants delivery orders, documents of title and securities whatsoever which have been or shall be hereafter delivered into the “**Applicant**” possession as result of opening or in connection with the transaction under this Documentary Credit, are hereby pledged to the “**Trade Facilitator**” as a security for all payments made or which may be made by the “**Applicant**” under this Documentary Credit together with interest, commissions and other Administrative charges. the “**Applicant**” agreed to execute such documents and take such actions as the “**Trade Facilitator**” may require to grant any security interest in relation to the Goods and to perfect and enforce the contractual rights and security interests in respect of the Goods.
4. In case of our default on the payment date, the “**Trade Facilitator**” authorize to sell any merchandise under this Documentary Credit without any notice to the “**Applicant**” either.
5. By public auction or by private sale at the “**Trade Facilitator**” discretion and to apply net proceeds towards reimbursement of payments under this

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Documentary Credit and the **“Applicant”** also agree to pay on demand the amount of any shortfall in this regard which are due to the Bank.

6. It is agreed that the **“Applicant”** liability hereunder is not affected in any manner whatsoever and the **“Trade Facilitator”** are not responsible for any losses or damages which may happen to any such merchandise during its transit and/or after its arrival, and/or the non-insurance, improper or inadequate insurance thereof and/or any deficiency.
7. The quality, quantity, weight or value thereof and/or stoppage or detention thereof by the shipper or any other person whomsoever.
8. The **“Applicant”** must get the approval of the LC/SBLC Draft from the Beneficiary, as per the issuing Bank LC/SBLC Draft
9. The **“Applicant”** must pay the Administrative and Issuing fees before the issuance of the facility.
10. The **“Applicant”** Understand that, the **“Trade Facilitator”** is not a Part of the Transaction, Once the facility is issued.
11. The **“Applicant”** Understand that once the facility is issued the payment is not refundable.
12. The **“Applicant”** undertake to insure and keep insured the Goods in full value thereof comprehensively against all insurable risks, terms and perils as **“Trade Facilitator”** shall require, and to hold the policies of such insurance on our behalf and produce on request all policies of such insurance and all premiums receipts in respect thereof. In the event the Goods are.
13. Covered by a blanket policy covering all Goods in our premises then we the **“Applicant”** hereby undertake to obtain from our Insurers an endorsement naming you as a loss payee in the full amount.
14. Or value of the Goods. If we the **“Applicant”** recover any insurance indemnity as a result of loss or damage howsoever caused to the Goods, we the **“Applicant”** will immediately pay to you all moneys received from the insurers or otherwise to the extent of our liabilities hereunder and until such payment, we will hold the same as trustee and as an agent for the **“Trade Facilitator”**.
15. It is clearly understood and agreed by the **“Applicant”** shall be in any way responsible for the description, quality, value or delivery of any such goods nor the correctness, genuineness, regularity, or validity.
16. Any draft or documents under this credit nor the general or particular conditions stipulated in any documents nor the delay or deviation from instructions in regard to shipments.
17. We the **“Applicant”** hereby unconditionally and irrevocably undertake to pay the **“Trade Facilitator”** on or before the maturity date of the drafts drawn under this Documentary Credit and presented to us for payment.

18. We the “**Applicant**” understand and agree that we will be considered to be in default with you and that we will have to pay you on first written demand, all amounts we owe you for the full principal amount of the Documentary Credit and applicable charges (the “**Liabilities**”) if one or more of the following events occur:
- a. We fail to pay the Liabilities on the expiry of the tenor;
 - b. We fail to pay any debts when due;
 - c. We breach one or more of our representations, undertakings or obligations under these Terms and Conditions;
 - d. We default under any other credit facility agreement we have with you;
 - e. We become insolvent, bankrupt, abscond from the Issuing Bank Fiduciary/British Law, commence winding-up proceedings, a
 - f. Receiver is appointed for the whole or any part of our business assets or undertakings or unable to pay any of our debts in general;
 - g. A material adverse change occurs to our legal status, ownership structure, business affairs, condition (financial or otherwise) which in the opinion of the Bank would impair our ability to honor our obligations hereunder; or
 - h. The Documentary Credit availed by us pursuant to the Application becomes illegal or restricted by virtue of new law or regulations.
19. We the “**Applicant**” further declare that these terms and conditions shall remain in full force and effect and shall continue to be binding notwithstanding any changes which may from time to time take place in the partners or constitution of our company and that these terms and conditions are in addition to any facility offer letter or letter of hypothecation and/or other documents already signed or which may hereafter be signed by us in your favor.
20. The “**Trade Facilitator**” are authorized to make any addition (prior to the issuance of this Documentary Credit) to the documents specified under this documentary credit which you may
21. Consider necessary to ensure compliance with institutional and constitutional regulations.
22. It is understood and agreed that all instructions and correspondences relating to this credit are to be sent at our own risk and that you do not assume any responsibility for any inaccuracy, interruption in transmission by SWIFT or delivery by post/courier.
23. We, the “**Applicant**” hereby confirm that these terms and conditions for the opening of credit are irrevocable and unless otherwise expressly stated. The Documentary Credit is subject to the latest version of Uniform Customs and Practice for Documentary Credits and Uniform Rules for Reimbursement (URR)

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ICC Publication with all its addition and amendments or alterations to be published from time to time.

24. If we the **"Applicant"** delay in providing our disposal instructions on documents received by The **"Trade Facilitator"**, we hereby authorize you to act at your sole discretion as per the latest version of Uniform Customs and Practice for Documentary Credits and debit our account to the value of the documents, if necessary.
25. We, the **"Applicant"** hereby undertake to bear if there is any loss in foreign exchange conversions while you pay the Documentary Credit in its currency.
26. We, the **"Applicant"** hereby undertake to pay all fees due to Europe/ Law / Issuing Bank, Ministry of Finance and Industry in lieu of any legalization charges on documents, if the Submitted invoice or certificate of origin is not legalized by Issuing Bank Law or Consulate.
27. We, the **"Applicant"** hereby authorize you to route the Documentary Credit through your branch/Head Quarter or your correspondent bank at your sole discretion.
28. The **"Trade Facilitator"** hereby authorized to exercise full discretionary powers in relation to the total or partial implementation of the Terms and Conditions.
29. Document Required:
 - Invoice
 - Company Profile
 - Company Certificate
 - ID Copy
 - 3 Months Bank Statement

By signing below, we confirm and agree to the terms and conditions mentioned above

CUSTOMER NAME -----

Name, Stamp and Authorized Signatory (ies) of Applicant)