



### APPLICATION FOR IRROVOCABLE LETTER OF CREDIT

|   |  |  |                       |
|---|--|--|-----------------------|
| DATE:   | MODE OF TRANSMISSION: SWIFT <input type="checkbox"/> Mail <input type="checkbox"/> | [20] LC NUMBER:  |                       |
| [40A] Form of Credit: <input type="checkbox"/> Transferable Credit  | [31D] DATE & PLACE OF EXPIRY:  |  |                       |
| [50] APPLICANT: (NAME & ADDRESS)  |  | Contact Person :<br>Telephone :<br>Email :   |                       |
| [59] BENEFICIARY: (NAME & ADDRESS)  |  | Telephone :<br>Fax :<br>Email :  |                       |
| [32B] AMOUNT: 999,999,999,999,999.99  | Currency: USD/LKR/JPY/.....  | [39A] TOLERANCE: + % or - % in Quantity/Value  |                       |
| [41] CREDIT AVAILABLE WITH: <input type="checkbox"/> Advising Bank <input type="checkbox"/> Any Bank in ..... <input type="checkbox"/> .....<br><input type="checkbox"/> By Negotiation <input type="checkbox"/> By Payment <input type="checkbox"/> By Acceptance <input type="checkbox"/> By deferred Payment   |  |  |                       |
| [42] DRAFT <input type="checkbox"/> At sight <input type="checkbox"/> .....Days .....   |  |  |                       |
| [43P] PARTIAL SHIPMENTS <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed   |  | [43T] TRANSHIPMENT <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed         |                       |
| [44]: PORT OF LOADING/AIRPORT OF DEPARTURE:<br>PORT OF DISCHARGE/AIRPORT OF DESTINATION:  |  | LATEST SHIPMENT DATE:  |                       |
| [45A] DESCRIPTION OF GOODS AND/OR SERVICES:   |  |  |                       |
| HS. CODE:   |  |  |                       |
| SHIPPING TERM: <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF<br><input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> .....  |  | IMPORT LICENCE No:<br>VALID TILL: :  |                       |
| [46A] DOCUMENTS TO BE PRESENTED BY THE BENEFICIARY:   |  |  |                       |
| <input type="checkbox"/> Manually signed Commercial invoice in ..... copies showing value with a break-down and certifying that the shipment is in conformity with .....<br><input type="checkbox"/> Full set of clean on board Freight prepaid / collect* Marine Bills of Lading to the order of People's Bank showing Beneficiary as shipper and the name & Address of Applicant as the 'Notify party. (Short form / Blank back Bills of Lading unacceptable)<br><input type="checkbox"/> Airway Bill / Air / Surface Parcel Post Receipt* Freight prepaid / Collect* showing goods consigned to People's Bank Account Applicant.<br><input type="checkbox"/> Good Received Note issued by applicant and dully signed by .....<br><input type="checkbox"/> Insurance Policy / Certificate in duplicate for % above CIF/CIP value payable to the order of People's Bank covering Institute Cargo Clauses A/B/C/ AIR, Institute War Clauses (Cargo/Air Cargo) , Institute Strikes Clauses(Cargo/Air Cargo) and all claims are payable in Colombo irrespective of percentage.<br><input type="checkbox"/> Certificate of ..... Origin in ..... copies (Combined Certificate of origin and invoice acceptable)<br><input type="checkbox"/> Packing list in ..... Copies indicating weight and measurements of each package.<br><input type="checkbox"/> Beneficiary's Certificate certifying that copies of each document called for under the credit has been sent to Applicant by Airmail/Courier/email/Fax (Fax No/Email Address: .....).<br><input type="checkbox"/> Other Documents / Conditions refer annexure. |  |  |                       |
| [71B] CHARGES: All foreign Bank Charges to Applicant / Beneficiary  |  | [48] PERIOD OF PRESENTATION: Documents to be presented within ..... days after shipment/delivery |                       |
| [49] CONFIRMATION: <input type="checkbox"/> Without <input type="checkbox"/> Confirmed <input type="checkbox"/> May Add<br>If confirmed,<br>Confirmation Charges are for <input type="checkbox"/> Applicant's A/C<br><input type="checkbox"/> Beneficiary's A/C   |  | [57D] ADVISE THROUGH BANK (If Any)   |                       |
| I/We wish to enter in to a Forward contract : <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |                       |
| We request you to issue your Documentary Letter of Credit on our account in accordance with the above instructions. I/We authorize you to debit my / our Account No ..... At your ..... Branch with stamp duty / margin and all other charges on this Letter of credit.   |  |  |                       |
| Date:   |  |  | Applicant's Signature |

# Agreement by the Applicant for a Documentary Credit

## People's Bank

In consideration of your issuing irrevocable Letter of Credit as shown overleaf I/we hereby agree:-

1. That you or your branches or agents are not to be held responsible for any loss or damage which may happen to the merchandise (which expression wherever herein used shall mean and include the merchandise shipped and/or the merchandise with the documents mention and/or the merchandise which the documents purport to represent) either before shipment or during its transit by sea or by air or by land after its arrival or by reason of the non insurance thereof improper or inadequate insurance thereof or for any deficiency in the description quantity, quality weight, condition delivery or value or for any misrepresentation as to the description, quantity, quality weight, condition delivery or value of the merchandise or for the stoppage or detention thereof by shipper or any other person whomsoever or for shippers charges thereon or for any discrepancy or difference between the merchandise shipped and the merchandise mentioned in or purported to be represented by the documents handed over or for the validity sufficiency genuineness or regularity (all of which I/We hereby guarantee) of the documents handed over.
2. That the transmission of advice of the credit and instruction under the credit or hereunder and the forwarding of documents will be entirely at my/our risk and expense.
3. That I/We will duly pay all freight and landing charges and further will hold relative merchandise covered against fire and all other risks after expiry of the insurance mentioned above and in case of loss will collect the amount due under the policy or certificate and pay over to you the proceeds and until payment will hold the same as trustee for you and on your behalf.
4. That you and your branches/agents may make such arrangements as you or they think proper with the drawer and/or endorsers of any draft negotiated under the credit regarding the disposition of the Bills of Lading or the proceeds thereof or of the merchandise. And I/We undertake to reimburse you any amounts disbursed or paid by you or your branches/agents under the credit or hereunder whether in negotiating draft or otherwise interest commission and all charges and hereby give you a specific charge claim lien on all the merchandise (and the proceeds thereof) on all policies of insurance or insurance monies to an amount sufficient to cover all such amounts interest commission and charges and on all Bills of Lading handed to you or your branches/agents with full power and authority to retain, take possession sell and dispose of the same at your discretion at any time without demand on or notice to me/us for you security or reimbursement and to charge me/us with all expenses and/or shortfall including commission for sale, legal charges and other disbursements. Your Current Account shall be conclusive evidence against me/us of the amount of any shortfall which I/We undertake to pay on demand.
5. That with regards to partial shipments neither you nor your Branches/Agents are to be held responsible that drafts presented with documents covering partial shipments presents the proper proportion of drawings for goods actually shipped.
6. That this Credit is not revocable by me/us and cannot be altered in any way except in writing with the express consent of all parties concerned.
7. That you and your Branches/ Agents are not be called upon to incur any liability under the Credit beyond the amount actually disbursed or paid there under by you or your Branches/ Agents whether in negotiating drafts or otherwise and that I/We will indemnify and hold you and your Branches/Agents harmless against all liability costs charges and expenses which may be incurred under or in regard the Credit of hereunder. If the Credit is opened by telegraph, it is understood that such messages are dispatched at my /our risk and cost and that you and your Branches/ Agents are not liable for any mistakes or omissions that may arise in the transmission thereof for delay on the part of the telegraph companies/ authorities concerned.
8. That all obligations hereunder or arising hereunder or under or arising under the Credit are to continue in force and shall not be determined or in anything prejudiced by any absorption of or by your Bank of any amalgamation thereof or therewith or by any change in my/our name style and/ or constitution or in the name style and/ or constitution of the beneficiary whether by or in consequence of retirement death and admission of partners, incorporation, amalgamation of otherwise or by the sale or transfer by me/us or by the beneficiary of the whole or that part of the business and/or contract or in respect or in connection with which the Credit had been obtained or opened but shall insure and be available for all intents and purpose for and by any absorbing or amalgamated company or concern us if any resulting or purchasing firm company or concern or firm company or concern to which such transfer has been made the one which was a party to this request or the beneficiary as the case may be.
9. That you are authorized to debit my/our account with all sums disbursed or paid by you or your Branches/ Agents under the Credit or hereunder whether in negotiating drafts or otherwise also with your commission and charges.
10. That I/We will duly accept drafts negotiated under the Credit on presentation and pay them at maturity.
11. That you or your Branches/Agents may draw drafts on us/me payable at sight or usance for a period to be decided by you and your sole discretion notwithstanding the fact that 180 /365 days usance drafts have been drawn on you by the beneficiary of this credit and further that I/We will duly pay sight drafts drawn by you on presentation and/ or duly accept usance drafts drawn by you on presentation and pay them at maturity.
12. That the right of your Bank hereunder shall be in addition to and without affecting or lessening the rights of your Bank created by the circumstances of any transaction under the Credit and/ or under any Letter of Hypothecation already signed or which may hereafter be signed by me/ us in your favour.
13. That any act deed matter or thing done or purporting to be done or omitted to be done by you or any branch or office of your or by any agent or negotiating bank shall be deemed and presumed to have been done or omitted to be done lawfully and duly and properly done or omitted either under or in accordance with the terms and conditions hereof or under or in accordance with the terms and provisions of the Uniform Customs and Practice of Commercial Documentary Credits of the International Chamber of Commerce now in force or in force at the time of negotiation of the documents or under or in accordance with the laws or regulations in force or customs or usages or practices of the place of negotiation or of shipment or partly with one and party with the other unless and until the contrary be expressly proved as against you I/We agree to be bound by the terms of any documents purporting to be a copy of uniform "Customs and Practice of Commercial Documentary Credits" now in force or in force at the time of negotiation of the documents or under or in accordance with the laws or regulations in force or customs or usages of practices of the place of negotiation or of shipment or partly with one and partly with the other unless and until the contrary be expressly proved as against you I/We agree to be bound by the terms of any documents purporting to be a copy of uniform customs and practices of Commercial Documentary Credits and purporting to be certified or authenticated by the president or chairman secretary or any other officer of the International Chamber of Commerce and agree that such copy shall admissible in evidence against me/us anything to the contrary in law notwithstanding.
14. In the event my/our booking forward exchange for this transaction I/We hereby undertake to notify your Bills Department the rate, amount, rate booked and validity at time of accepting the Bill for payment and hold myself/ourselves liable for any losses that I/We may incur due to my/ our failure in notifying the relevant details of the Exchange Contracts.
15. In consideration of your establishing the above letter of credit, I/We hereby agree to pay the bills drawn there under together with interest and all charges on first presentation out of my/our funds, or by making use of approved facilities if available, less the marginal deposits paid as security.

Date:

Office use only

|               |  |
|---------------|--|
| LC Number:    |  |
| Margin        |  |
| Advising Bank |  |
| Checked By    |  |

Applicant's Signature