IRREVOCABLE DOCUMENTARY CREDIT APPLICATION

Applicant (Field **50**)

ISSUING BANK
(Field **51A**)
BANK OF CEYLON

CUSTOMER NO.

CREDIT NO. (Field **20**)

Date & Place of Expiry of the Credit

Date :

Fax No.
Tel No. :
Contact Person :
e-mail address :

Beneficiary (Field **59**)

Issued by
[ ] Operative SWIFT Advice [ ] Mail / Courier (Domestic Credits only)

[ ] Other …….

[ ] Transferable [ ] Not Transferable

Currency & Amount (Field **32B**)

Confirmation of Credit to the Beneficiary (Field **49**)
[ ] Not requested [ ] Requested Charges to [ ] Beneficiary Charges to [ ] Applicant

Partial Shipment (Field **43P**)
[ ] allowed [ ] not allowed

Transhipment (Field **43T**)
[ ] allowed [ ] not allowed

[ ] Insurance will be covered by us Open Cover/Policy No.

(Field **44A**) Place of taking in charge / despatch from / place of receipt :

(Field **44E**) Port of Loading / Airport of Departure :

(Field **44F**) Port of Discharge / Airport of Destination :

(Field **44B**) Place of Final Destination / for Transportation to / Place of Delivery :

(Field **44C**) Latest date for Despatch / Receipt / Shipment :

Credit to be available with Bank (Field **41**)

……

by Sight [ ] Payment by [ ] Acceptance by [ ] Negotiation

by Deferred [ ] Payment

against presentation of the documents detailed hereafter

[ ] and of the Beneficiary's draft(s) at (Field **42C**)

[ ] Sight [ ] Term ……. Days tenor from the date of

BL / AWB / Invoice / ……..
to be drawn on Issuing Bank / Confirming Bank (Field **42**)

Goods / Services / Performances (brief description without excessive details) (Field **45A**)

H.S. No(s) :

[ ] EXW [ ] FCA [ ] FAS

[ ] FOB [ ] CFR [ ] CPT

[ ] CIF [ ] CIP

Other Terms ……..

Documents to be presented by the Beneficiary (Field **46A**)

[ ] Commercial Invoices manually signed in …….. copies quoting Import Licence No. ……. and showing Cost/Freight & Insurance charges separately certifying that Shipment / Despatch is in conformity with PI / Indent No. ……..

[ ] Full set of clean on board marine Bills of Lading [ ] Multi Model / Combined Transport document

[ ] Charter Party Bill of Lading [ ] Air Transport document [ ] Courier / Post Receipt [ ] Tindal Receipt
issued to the order of Bank of Ceylon / evidencing despatch of the consignment to Bank of Ceylon Account, Applicant
Notify Applicant / Other ……
[ ] Freight Prepaid [ ] Freight Payable at Destination

[ ] Insurance Policy or Certificate for ……. % above …… Value payable to the order of the Bank of Ceylon covering Institute Cargo Clauses ( ) Institute War Clauses (Cargo), Institute Strike Clauses (Cargo) ……..
……..

[ ] Certificate of …… Origin

[ ] Combined Certificate of Origin and Invoice [ ] Packing List in …….. copies.

[ ] Certificate from the Beneficiary stating that a copy each of the documents called for under the Credit has been airmailed / Couriered / Faxed direct to theBuyer within ……. Days of shipment / despatch. (Fax No.)

[ ] ADDITIONAL CONDITIONS (**47A**) ……..
……..

[ ] Documents to be presented within ……. Days after the date of Issuance of the shipping document(s) but within the validity of the Credit. (Field 48)
All Bank Charges outside Sri Lanka shall be borne by (Field **71B**) [ ] Beneficiary [ ] Applicant

[ ] Tolerance of …….% in quantity and value acceptable.

Please refer annexure which forms an integral part of this Application.

We request you to issue your irrevocable Documentary Credit for our account in accordance with the above instructions (marked with [ ] where appropriate).

The Credit shall be subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision Publication No.600 of the International Chamber of Commerce, Paris, France. In so far as these are applicable and to the terms of the agreement contained overleaf. We / I authorise you (1) to debit our / my Account No. ……. at your ……. Branch with statutory levis, Margin and all other charges in connection with this Credit (2) at your discretion to convert the value of the Bill(s) to be drawn under this Credit to Sri Lanka Rupee Liability if the bill remains unpaid for 5 Banking days From the date of receipt of shipping documents by Bank in the case of Sight Bills, and on the due date in the case of Usance Term Bills, and I/ we undertake, agree and promise to pay all amounts due on the bills remaining unpaid.

[ ] We wish to enter into a Forward Exchange Contract.
(Necessary Forms are enclosed for the purpose)

[ ] We do not wish to enter into a Forward Exchange Contract.

…….
Name stamp and authorised signature(s) of the applicant(s)

Indicate relevant Export L/C No., if any …….

TIN No.	
VAT Reg. No.	

TO : BANK OF CEYLON
……
……

In consideration of your opening or establishing at my / our request an irrevocable Documentary Credit as per particulars mentioned on the reverse. I / We hereby agree that the following terms, conditions and undertaking shall apply :

That you or your Branches Agents of Correspondents 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 also the merchandise which the documents mentioned and the merchandise which the documents purport to represent) either before shipment or during its transit by sea or by land or by air or after its arrival or by reason of the non-insurance thereof or improper or inadequate insurance thereof nor for and deficiency in the description quantity quality weight condition delivery or value nor for any misrepresentation as to the description quantity quality weight condition delivery or value of the merchandise nor for the stoppage or detention thereof by shipper or any other person whomsoever nor for shippers charges thereon nor for any discrepancy or difference between the merchandise shipped and the merchandise mentioned in or purported to be represented by the documents handed over nor for the validity sufficiency genuineness or regularity (all of which I/We hereby guarantee) of the documents handed over. I/We further agree that the transmission of advice of the credit and instructions under the credit or hereunder and the forwarding of documents will be entirely at my / our risk and expense.

That I/We will duly pay all freight and landing charges and further will hold you and your Branches Agents and Correspondents 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.

That you and your Branches Agents and Correspondents 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 or 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 or Correspondents under the Credit or hereunder whether in negotiating drafts or otherwise interest, commission and all charges and hereby give specific charge claim in 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 Correspondents with full power and authority to retain take possession sell and dispose of the same at discretion at any time without demand on or notice to me/us for your security or reimbursement and to charge me/us with all expenses and / or shortfall including commission for sale legal charges and other disbursements your account current shall be conclusive evidence against me/us of the amount of any shortfall which I/we hereby undertake to pay on demand.

That with regard to partial shipments neither you nor your Branches Agents Correspondents are to be held responsible that drafts presented with documents covering partial shipments represent the proper proportion of drawing for goods actually shipped.

That you are not responsible for any delay or the loss or non arrival of part or all the shipping documents.

That this credit is not revocable by me/us and cannot be altered in any way except in writing with the express consent of your Bank.

That you or your Branches Agents or Correspondents are not to be called upon to incur any liability under the credit beyond the amounts actually disbursed or paid thereunder by you or your Branches Agents or Correspondents whether in negotiating drafts of otherwise and that I/we will indemnify and hold you and your Branches Agents and Correspondents harmless against all liability costs charges and expenses which may be incurred under or in regard to the Credit or hereunder. If the Credit is opened by cable it is understood that telegrams/telexes or facsimile messages are despatched at my/our risk and costs and that you and your Branches Agents and Correspondents are not liable for any mistakes or omissions that may arise in the transmission thereof or for delay on the part of the cable or telegraph companies concerned.

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 any way prejudiced by any absorption of or/by your Bank any amalgamation thereof or therewith nor by any change in my/our name style and/or constitution or in name style and/or constitution of the beneficiary whether by or in consequence of retirement death or admission of partners incorporation amalgamation or otherwise nor 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 contracts for or in respect of or in connection with which the Credit has been obtained or opened but shall ensure and be available for all intents and purposes for and by any absorbing or amalgamated company or concern and as if any resulting or purchasing firm company or concern or firm company or concern to which such transfer has been made had been the one which was a party to this request or the beneficiary as the case may be.

That you are authorised to debit my/our account with all sums disbursed or paid by you or your Branches Agents or Correspondents under the Credit or hereunder whether in negotiating drafts or otherwise also with your commission and charges.

That I/we will duly accept drafts negotiated under the Credit on presentation and pay them at maturity.

I do hereby waive any notice or notice of dishonour which are legal requirements.

That the rights of your Bank hereunder shall be in addition to and without affecting or lessening the right of your Bank created by 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.

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 yours or by any Agent or Correspondent 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 under or in accordance with the terms and provisions of the Uniform Customs and Practice for documentary Credits now in force or at the time of the negotiation of the documents or under or in accordance with the laws or regulations in force in of customs or usages or practices of the place of negotiation or of shipment on or partly with one and partly with the other unless and until the contrary be expressly proved as against you. We agree to be bound by the terms of any document purporting to be a copy of the Uniform Customs and Practice for Documentary Credits and purporting to be certified or authenticated by the President or Chairman or Secretary or any other officer of the International Chamber of Commerce and agree that such copy shall be admissible in evidence against us, anything to the contrary in law notwithstanding.

Name of Applicant ……..

Address ……..

……..

Date ……

Yours faithfully,

Signature of the Applicant (s)

FOR OFFICE USE ONLY

Overdue / Past Due	
Loans……	Yes/No
Pledge ……..	Yes/No
T.R. ……..	Yes/No
Bills …….	Yes/No
Overdrafts ……..	Yes/No

Appd. D/C Limit (Rs) ……
O/s ……..
Value of this Credit ……
Within / Exceeds Limit …….
@ Rate ……..

Licence required / not required
Value O/s Rs. ……
Exp. Date ……
Reserved by …….
Officer's Sig. ……

Margin	Rs. ……
Comm.	Rs. ……
Postage	Rs. ……
Stamp Duty	Rs. ……
Others	Rs. ……
Total	Rs. ……

Approved with
Margin % ……
By
……

L/C Application
Checked by ……
Approved by ……..

……..
Authorised Officer