

Application for Irrevocable Documentary Letter Of Credit

مصرف الراجحي
alrajhi bank



To: Al Rajhi Bank

Date

Dear Sir(s) please mark (x) where applicable.
Please issue an irrevocable Documentary Letter of Credit on my/our behalf as shown on this application:

- Confirmed Transferable Revolving one plus times
- Cumulative Non-Cumulative SBLC UPAS

Beneficiary (Full name and Address)

Advising Bank Name and Address

Advising Bank Name

Address

SWIFT BIC Code

Partial Shipment

- Allowed Not Allowed

Transshipment

- Allowed Not Allowed

Shipment By

From To

Draft(s) and documents to be presented to the advising, negotiation or paying bank within days after the date of issuance of the transport documents but in any case within the validity of the credit.

Letter of Credit Available by

- At Sight Usance Deferred

Days After Sight

Days After Shipment Date

Other (please specify)

Incoterms (please tick one)

- CIF CFR FCA CIP CPT FOB

Ex-Works

Other (please specify)

* Insurance:

(Applicable to non CIF/CIP Letters of Credit). In case we/I (the client) have/has not submitted original cargo insurance policy within 7 days from LC issuance date, We undertake to arrange appropriate insurance policy from an acceptable insurance company by Al Rajhi bank by ourselves to the order of Al Rajhi bank to its entire satisfaction (if we procure the insurance as per INCOTERMS) for CFR value plus at least 10% and to present it to you within 7 days from LC issuance date, otherwise you are authorized to debit my /our account or any other account with you without prior notice to us and to insure the goods on our behalf and at our cost with Al Rajhi Takaful and without obligation on you to so insure and you will be in no way responsible for any damage or loss entailed through your omission to so insure.

Letter of Credit Details

Amount & Currency

Amount (in Words)

Tolerance: +/- %

Expiry Dates: Day Month Year

Latest Date of Shipment /Delivery: Day Month Year

Description of Goods/Services

Documents Required

- Signed Beneficiary's commercial invoice in triplicate, original of which to be certified by chamber of commerce/CCPIT.
- Full set of clean on board bill of lading made out to the order of Al Rajhi Bank marked notify applicant and should indicate the name, address and telephone, No. of the carrying vessel agent at the port of discharge.
- Air Way Bill Truck Consignment Note Multimodal
- Forwarder Consignment Receipt consigned to Al Rajhi Bank (if different specify):
- Marked Freight Prepaid Freight Payable at destination
- Freight charges are payable by outside LC value.
- Certificate of origin to be issued by chamber of commerce in duplicate showing the name and address of the manufacturer or producer, and certifying that the goods are of origin.
- Insurance policy or certificate, to be issued or to be endorsed in blank by the assured at least, indicating that the insurance is issued irrespective of any deductible either of value or percentage, showing claims payable in Saudi Arabia, and covering the following risks: Institute cargo clause (A) or Institute Air Clause or Landtransit Clause (as applicable) as well as War Risks, and Risks under Strikes, Riots and Civil Commotions.
- Declaration issued by the insurance company as per the official approval text.
- Packing list in duplicate
- Other/ as per instructions in the attached letter

Additional Conditions

Charges

(unless otherwise specified, All Al Rajhi Bank charges are for Applicant's account, and all your correspondent's Bank charges are for Beneficiary's account).

GENERAL TERMS AND CONDITIONS FOR ISSUING LETTER OF CREDIT

Al Rajhi Bank

Dear Sir

In consideration of your issuing or establishing from time to time at our request such Credits as you may think fit we hereby agree that the following, terms and conditions shall apply to all such Credits:

1. Any such Credit and the terms and conditions herein set out shall be subject to the Uniform Customs and Practice for Credits (2007 Revision) International Chamber of Commerce, Publication No.600 ("UCP 600") except so far as is expressly stated otherwise herein. The terms used herein shall have the same meanings as are set out in the UCP. 600.
2. In the event instructions have been given to you by us to open a Standby Letter of Credit subject to either UCP 600 or International Standby Practice 1998 (ISP 98) ICC publication No. 590, it will be bound by the terms and conditions of the applicable publication in respect of this application for a Standby Credit to be issued in the form specified in this application as submitted by us. Further we agree to accept any claim or demand on you as conclusive evidence that you were liable to pay and any payment made pursuant to such claim or demand to be in accordance with the Standby Credit as binding upon us.
3. We hereby authorise you to honour on our account against all complying presentation of documents under any Credit and, if applicable, all drafts purporting to be drawn under any Credit.
4. We agree:
 - A. to honour on demand or at maturity all drafts drawn or purporting to be drawn in accordance with the terms of any such Credit;
 - B. that you or a nominated bank shall have absolute discretion as to whether or not to negotiate any such drawings.
5. We undertake to indemnify you against all losses costs damages expenses claims and demands which you may incur or sustain by reason of your issuing and /or establishing any such Credit and to provide you at your bank in Saudi Arabia with funds with which to meet all payments made by you or by a nominated bank and all drafts drawn honoured by you or by a nominated bank, together with all commission, charges, disbursements and expenses of whatsoever nature due to or incurred or defrayed by you or your offices and by a nominated bank in relation to any such Credit.
6. We authorise you to debit needful of our consent or approval by a juridical or regulatory body any of our accounts with you with all monies for which you may be or become liable to pay under or by virtue of any Credit issued established hereunder at such time or times as your liability in respect thereof shall be incurred whether or not prior to receipt by you of advice of payment or, at your discretion, any time thereafter and we confirm that you shall not be under any obligation to give us notice of such debit either before or after the same is made.
7. We agree that you or your offices or a nominated bank or any person firm or company who shall honour or negotiate a complying presentation of documents under the Credit shall only be bound to examine the documents presented under any such Credit to ascertain whether or not they appear on their face to be in accordance with the terms and conditions of the Credit and that in particular but without in any way limiting the foregoing neither you nor any such office person firm company nor a nominated bank shall be responsible for:
 - A. The correctness of the description quantity quality or value of the goods or of the charges as stated in invoices or bills of lading or other documents
 - B. The validity accuracy genuineness terms conditions or sufficiency of any documents tendered;
 - C. The terms conditions or sufficiency of any insurance on the goods;
 - D. Delays or errors in transmission or non-delivery of telegrams or other mechanically transmitted messages to or from the nominated bank or for delays in transmission or loss of documents through the post or for delays loss or damage to goods; or
 - E. Errors in translation or in interpretation of technical terms or from any ambiguity in our instructions
8. (1) We undertake:
 - i) to provide to you within 7 day from LC issuance date in the manner and to the extent required by you all insurance necessary for the full protection of your interests in the goods consigned under such Credit;
 - ii) subject to your instructions at our cost to prosecute or to ensure the prosecution of any claim that may arise under any such insurance and
 - iii) in the event that any monies arising under such insurance are paid to us forthwith to pay them to you at your bank in Saudi Arabia without deduction or retention until so paid to hold such monies to your order and on your behalf.
- (2) We authorise you to retain all monies arising under such insurance whether paid directly to you by the Insurers or by us and in your absolute discretion to retain such monies until all the sums payable in respect of any Credit have been paid or to set off such monies against any monies from time to time owing under such Credits whether then due and owing or not.
9. All documents received by you or a nominated bank under any such Credit and the goods represented thereby shall be held by you and be pledged to you as a continuing security for the due payment by us of all monies due to you by us in respect of Credits issued and of the monies hereinbefore mentioned and of all our indebtedness or liability to you from time to time on any account.
10. We agree to assign to you our rights as unpaid seller to transfer the goods into your control and that until payment by us of all such money as are due to you the deeds of any sale of the goods are to be held as available to you and if received by us shall be paid to you forthwith at your bank in Saudi Arabia and until so paid shall be held by you on our behalf.
11. Without prejudice to any other rights or remedies to which you may be entitled we agree that if we fail to repay you on demand all monies due by us to you from time to time as aforesaid you may without notice or further consent of any persons interested sell or otherwise dispose of or deal with the goods or documents in such manner and at times as you may think fit and apply the net proceeds of any such sale in or towards the discharge of such monies and we undertake to pay you on demand at your bank in Saudi Arabia, the amount of any deficiency remaining after such sale together with all usual commission charges and expenses at a rate to be determined by you .
- 12.1 On arrival of the goods you shall be at liberty to have them warehoused in your name and insured against fire but without obligation on you to so warehouse and insure and you will be in no way responsible for any loss or damage entailed through your omission to so warehouse and insure.
- 12.2 We acknowledge and warrant that all and every fee, commercial discount, commission and prices of all every service or goods applicable to or by reason of the Letter of Credit is free from value added or any other direct or indirect tax.
- 12.3 We acknowledge and accept that the supply of any service or goods and the fee, commissions and commercial discounts under this Letter of Credit or by reason thereof may be subject to the value added tax or other tax and we undertake to pay such tax to the relevant authority.
- 12.4 We understand for the purposes of paragraph 12.3 above that tax and fee means any fiscal imposition payable upon supply of service or goods by reason of the LC or implementation thereof including by way of example commissions, commercial discounts, negotiation, negotiable instruments, imports, exports, transport, shipping, bill of lading, insurance, warehousing, clearance, customs, demurrage charges and others.
- 12.5 We understand and acknowledge our obligation to settle value added and other tax in accordance with the provisions of the law and regulation and hereby hold the Bank free from any obligation, liability, charges or responsibility arising as a result of our omission to duly pay applicable taxes or failure to file or settle tax returns within the timeline prescribed by the Law and regulation.
13. The rights and powers conferred by this agreement are in addition and without prejudice to any other securities which you may now or hereafter hold for our account and this agreement shall continue in force and be applicable to all transactions notwithstanding any change in the status or constitution of our company or the individuals composing our firm (as the case may be) or otherwise.
14. You may restrict negotiations under any such Credit to any correspondent of your choice.
15. The agreement and conditions herein shall be subject to such further or other terms and conditions that may be agreed upon in respect of any individual Credit that they may at any time issue at our request.
16. For the purpose of any such Credit, the date of any bill of lading shall be deemed to be conclusive of the date of shipment and the absence in any bill of lading of positive evidence of transhipment shall, in your favour, be conclusive that transhipment has not taken place.
17. On no account shall any claim be made against the Bank after the draft has been accepted or paid by us.
18. That all Credits shall be issued entirely at our own risk and that we will be bound by all drafts presented there under even should the goods not arrive or be refused landing whether through any act of war or prohibition or restriction imposed by by-laws, regulations, ordinances, statutes or executive decisions whether of the control of government or for any other reason.
19. This agreement and all contracts arising out of it are to be construed according to Law in the Kingdom of Saudi Arabia.
20. You are to be at liberty at any time to terminate any such Credit.
21. You are authorised to make any additions to the documents specified under this credit you consider necessary to ensure compliance with government regulations but you are not obliged to do so.
22. We certify that neither the beneficiary's' names nor the suppliers of the goods / services are subject to boycott or blacklisting. We further add that the import of the goods described above is not prohibited or restricted and we hold and undertake to exhibit to you a valid import license where such license is required.
23. We are aware of the implications of article 34 of the UCP 600 and acknowledge that where a bank claims to have paid/accepted (honoured) or negotiated under this Documentary Credit, its good faith and the fact of payment/acceptance (honour) or negotiation thereof shall be presumed in the absence of evidence to the contrary.
24. We acknowledge and declare that this Agreement is an integral and inseparable part of the facility agreement and that the terms and conditions of the latter shall mutatis mutandis be implied herein.

ARTICLE 34

Disclaimer on Effectiveness of documents

The bank assumes no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document, or for the general or particular conditions stipulated in a document or superimposed thereon: nor does it assume any liability or responsibility for the description, quantity, condition, packing, delivery, value or existence of the goods, services or other performance represented by any document, or the good faith or acts or omissions, solvency, performance or standing of the consignor, the carrier, the forwarder, the consignee or the insurer of the goods or any other person.

- We authorize you to debit our SAR/FCY Account No (as mentioned below) or any other account with you for margin, commissions, swift, courier services, or any other expenses incurred by you under this LC without referring to us.
- In the event of cancellation or non-execution of Letter of credit for any reason, ARB is authorized to refund the margin, if any in Saudi Riyal to clients account or in foreign account at ARB discretion and at rate chosen by ARB.

Al Rajhi Bank complies with the international sanction laws and regulations issued by the US, the EU, and the UN as well as local laws and regulations applicable to the issuing branch by the Saudi Central Bank and in furtherance of those laws and regulations, Al Rajhi Bank has adopted policies in line with requirements of those applicable laws and regulations. Therefore Al Rajhi bank undertakes no obligations to make any payment under, or otherwise to implement, this letter of credit (including but not limited to processing documents), if there is involvement by any person (natural, corporate or governmental) listed in the USA, EU, UN or local sanctions lists or any involvement by or nexus with Iran, or any of their governmental agencies, and also if the supplier or shipper uses any shipping vessels with Iranian title or ownership, and / or if the shipping vessel has called at or anchored on any of the Iranian ports during its shipping journey route from the port of loading until port of discharge of imported goods at the country of final destination.

I/We hereby agree, understand and acknowledge that the terms and conditions included in Al Rajhi Bank indemnity form titled " General Terms and Conditions for Issuing Letter of Credit" shall govern and construe all Letters of Credit whether current ones or forthcoming, issued upon my request by Al Rajhi Bank "

Customer Name

A/C No.

Signature

Address

PO. Box

Postal Code

City

Tel.No

Fax No