

IRREVOCABLE DOCUMENTARY CREDIT APPLICATION

Date Mode of transmission :	SWIFT	Mail DC	number	arksoned way as explain. Soot See open a took begin
40A FORM OF DOC CREDIT	Transferable Credit	Standby Credit	d to Intid (d v) use ya Nesed ve provise a colifacio Tripped yiliateo	provide to language everyd ythisup radigerano era As
31D DATE & PLACE OF EXPIRY Date:		Place:		mestremism elipposi and elucis, hore frents sucren
50 APPLICANT Name : Address			tact person : phone : iil :	
59 BENEFICIARY Name : Address		Telep Fax e-ma	ohone : :	
32B AMOUNT (in words and figures)			TOLERANCE+% antity/value allowed.	v%tolerance
By Sight Payment Acceptance	- visition h	Deferred payr		
42 DRAFTS Beneficiary's drafts at : sight		lays after	•	ampath Bank Ltd.
43P PARTIAL SHIPMENTS Allowed		43T TRANSHIPMEN	Lancard Lancard	Not allowed
44 SHIPMENT Place of receipt				
Port/Airport of Discharge	not later	than	<u> </u>	
45A DESCRIPTION OF GOODS (brief des	scription without any exc	cessive details)	Terms of Delivery	
			FOB CFR CIF Only for sea	
HS Code:			shipments)	Place
Manually signed commercial invoices in				
57 ADVISE THROUGH BANK (if any)				
Documents to be forwarded to issuing bank in One set by courier two sets by airmail				
For any other conditions / documents refer annexure Insurance will be covered by us				

SAMPATH BANK PLC COLOMBO

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

That you or your branches, agents 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 mention and the merchandise which the documents purport to represent/s 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 of the merchandise nor for the stoppage or detention thereof by shipper or any other person whomsoever nor for shipper's 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 correspondents covered against fire and all other risks after expiry 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 your endorsers of any drafts negotiated under the credit regarding the disposition of the Bills of Lading or the proceeds thereof or of the merchandise and live 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 a specific charge claim in lien on all the merchandise and the proceeds thereof, on all policies of 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 or 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 you or your security 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 or 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 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 there under by you or your branches agents or correspondents whether in negotiating drafts or 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 issued by cable it is understood that telegrams are dispatched at my/our risk and cost 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 only your bank of any amalgamation thereof or there with 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 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 aparty to this request or the beneficiary as the case may be.

That you are authorized 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

That the rights of your bank hereunder shall be in addition to and without affecting or lessoning 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 of 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 provisions of the Uniform Customs and Practices 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 or customs or usages or practices of the place of negotiation of shipment or partly with one and partly with other unless and until the contrary be expresssly 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 Practices 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

Please do not open this Letter of Credit if my account balance is not sufficient to meet all related charges, fees & commissions.

I / We authorize you to issue your irrevocable Documentary Credit for my / our account in accordance with the instructions indicated overleaf. The credit will be subject to International Chamber of Commerce's Uniform Custom and Practices for Documentary Credits current publication (as of the date of issue of the Documentary Credit)

I / We authorize you to add any additional conditions which may be necessary.

	NAME	STAMP AND AUTHORISED SIGNATURE(S)OF THE APPLICANT	
FOR OFFICE USE ONLY		Signature verified by	
Limit:Rs	yd beisei siniy		
Value of application	•	Application scrutinized by	
L/C outstanding Acceptance outstanding	Pleant beneficiary:	Advising bank	
Inbills outstanding			
Less Margin Imp Loan/TR outstanding	:(,	Reimbursing bank	
(under sub limit)	(this oil qualy resolutioned)	Margin:	
TOTAL		S7 ADVISE THROUGH BANK (if say)	
Overdues:			
Imports	:	Approved by:	
Exports			
Loans	· as of bases of the second		