البنك الأهلي الكويتي - مصر
AL AHLI BANK OF KUWAIT - EGYPT

DOCUMENTARY CREDIT APPLICATION

Date / /
To: Al Ahli Bank of Kuwait - Egypt
Branch: .....

LC no. ..... (For Bank Use only)

Please issue an irrevocable documentary credit on my / our behalf as per the following terms and conditions:
Please mark (X) where appropriate.

☐ Confirmed ☐ Transferable
☐ By authenticated Swift ☐ ..... (Please specify)
Nominated Bank (subject to the approval of Al Ahli Bank of Kuwait - Egypt . If left blank, please use your approved Correspondent bank): .....

.....

For account of (Full name and address) .....

.....

Beneficiary (Full name , address , tel. & fax no.) .....

.....

.....

Currency & amount in figures : ..... ☐ Not exceeding
☐ About
Currency & amount in words : ..... ☐ Other tolerance ..... +/-%

Price Terms ☐ CIF ☐ CFR ☐ FOB ☐ EX-Works
☐ CIP ☐ CPT ☐ FCA ☐ Other ..... (Please specify)

Payments Terms ☐ Sight ☐ Other ..... (Please specify)
☐ Acceptance of draft(s) at ..... (no. of days) from ..... date
☐ Deferred payment at ..... (no. of days) from ..... date

Date of expiry: / / (day/month/year)

Place of expiry: .....

Partial shipment/delivery/drawing: ☐ Allowed ☐ Prohibited

Transshipment ☐ Allowed ☐ Prohibited

Shipment/delivery from .....

to .....

Latest date of shipment/delivery: / / (day/month/year)

Brief description of goods/services: .....

.....

.....

As per proforma invoice no. ..... dated / / (copy attached)

Documents marked (x) are required:

☐ Beneficiary's signed commercial invoice in one original and ..... copies. The original must be legalized by an Egyptian or any Arab Embassy or Consulate.

☐ Full set of clean onboard liner bill of lading issued to the order of ABK – Egypt marked notify applicant and freight ☐ prepaid ☐ payable at destination

☐ Air Waybill consigned to ABK - Egypt marked notify applicant and freight ☐ prepaid ☐ payable at destination.

☐ Truck Consignment Note (road transport document) or CMR consigned to ABK-Egypt and marked freight ☐ prepaid ☐ payable at destination.

☐ Insurance policy or certificate issued to the order of ABK-Egypt for 110% of the invoice value Covering Institute Cargo Clauses A, Institute Strikes Clauses and Institute War Clauses. The policy or certificate must not contain a franchise clause or excess (deductible).

☐ Certificate of origin in one original and ..... copy(ies) issued by ..... and stating that goods are of ..... origin. The original must be legalized by an Egyptian or any Arab Embassy or Consulate.

☐ Weight Certificate issued by the beneficiary.

☐ Packing list issued by the beneficiary.

☐ Phytosanitary certificate issued by ..... and stating .....

☐ A copy of beneficiary's fax advice of shipment to applicant stating shipment details.

☐ Other requirements .....

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All bank charges and commissions outside Egypt are for ☐ beneficiary's account ☐ applicant's account
Documents to be presented to the nominated bank within ..... days after the shipment date mentioned in the transport document but in any case within the validity of the Documentary Credit.

General Conditions :

1. We authorize you to debit any of our accounts with you for the margin and all commissions and expenses incurred under this letter of credit.
2. In the case of CFR or FOB or CPT or FCA shipments we undertake to produce within 10 calendar days from the date of this application an insurance policy or certificate acceptable to you and in your name covering 110% of the letter of credit value. Failing to do so, you have the right but not the obligation to effect insurance at our expense and authorize you to debit any of our accounts with the expenses incurred.
3. We release you from any responsibility in the case of insolvency of the insurance companies, or if the goods are not insured or the insurance thereupon lapses before the departure of the vessel, or if the vessel changes its prescribed route, or the goods are seized or confiscated for any reason whatsoever.
4. We also agree that in case the insurance becomes payable for any reason whatsoever, you shall be the assignee towards the insurance company directly, in settlement of all our obligations towards you.
5. We acknowledge that a credit by its nature is a separate transaction from the sale or other contract on which it may be based. Banks are in no way concerned with or bound by such contract, even if reference whatsoever to it is included in the credit. Copies of the underlying contract, proforma invoice and the like if provided will not be included as an integral part of the credit.
6. You are authorized to amend, add and/or delete documents or conditions contained in this application as you deem necessary or advisable, to ensure compliance with government regulations and international rules but you are not obliged to do so.
7. We acknowledge that you bear no responsibility as regards the form, sufficiency, accuracy, genuineness, falsification or legal effect of the documents, loss in transit, nor about the general conditions contained therein. We also acknowledge that we exclusively bear all indemnities and legal effects that may arise from any errors or omissions contained in these documents, or from the loss of electronic messages or letters or any incident occurring thereto, or otherwise.
8. We also release you from any responsibility in case you or your correspondents fail to execute the letter of credit wholly or partly for any reason whatsoever.
9. We undertake to receive the letter of credit documents upon arrival and without any delay as per your verbal or written advice for payment of all sums due in addition to all commissions, expenses and interest at your discretion and at a rate chosen by you and without any contestation on our part.
10. We hereby agree that any sums, documents, commercial papers, deposits, goods or other funds held by you in our name in the present or in the future, shall be considered in the virtue of this agreement pledged to you for all our obligations towards you, and that you are entitled to dispose of them in the way you deem appropriate until the fulfillment of our obligations or the performance of the necessary set-off without any contestation on our part.
11. We shall indemnify you against and hold you harmless from any and all losses, costs, claims, charges, damages and expenses (including without limitation legal fees), that you may incur in relation to this letter of credit.
12. We hereby irrevocably undertake to allocate value of Documentary Credit in foreign currency from the company's own resources to repay credit obligations on maturity of this commitment.
13. We hereby irrevocably declare that in case the insurance policy was issued in our favor, Any claimed amount and/or remedies will be assigned to Al Ahli Bank of Kuwait-Egypt S.A.E.
14. We hereby irrevocably accept negotiation of shipping documents which does not stipulate its data and/or contents or issuer's name as is.
15. We hereby irrevocably declare that the advance payment under the Documentary Credit will be under our full responsibility in case that the Documentary Credit expired without utilization in full or part.
16. We acknowledge and agree to the Bank's absolute and unrestricted right to suspend or terminate any transaction, immediately and without prior notice, if the Bank determines, at any time and for any reason whatsoever, that any party involved in the transaction (including, but not limited to: the beneficiary of the transfer, the importer, the exporter, the shipper, the ultimate beneficiary of the goods or services, the vessel transporting the goods and its route to and from ports, including any attempts to disable its Automatic Identification System tracking system to enter any prohibited ports (or the port of loading or unloading) that is subject to or has become subject to any applicable international or domestic sanctions. This right also applies if the transaction itself involves any form of non-compliance with applicable sanctions laws and regulations. Furthermore, we completely and definitively release and exempt the bank from any liability, consequences, claims or losses of any kind that may arise or result directly or indirectly from the bank's decision referred to above to suspend or terminate the transaction.
17. We hereby irrevocably declare that this transaction complies with C.B.E. rules and regulations in addition to the applicable regulations/instructions on foreign trade issued by the Egyptian competent authorities.
18. We understand and agree that unless expressly modified or excluded, this documentary credit is subject to the Uniform customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No.600.
19. In case of any discrepancy between the Arabic and English texts, The Arabic text shall prevail.

Account Name .....

Account No. .....

Address .....

Tel., Fax & Email .....

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Signature(s) .....