

Application for Irrevocable Documentary Credit (DC)



Date of application ____/____/____

To: National Bank of Kuwait S.A.K.P – Bahrain Branch

This is an application for the trade service(s) specified below.
Complete the required information and provide any instructions related to the trade service(s).

Applicant Name (the Customer): _____

Applicant Address: _____

Applicant Contact Person: _____

Applicant Tel: _____ Import Account No. (if known): _____

Beneficiary Name: _____

Beneficiary Contact Person: _____

Beneficiary Address: _____

Beneficiary Tel: _____ Beneficiary Fax: _____

DC Number: _____ DC Currency: _____ DC Amount (in Figures): _____

DC Amount & Currency (in Words): _____

Expiry Date:

Expiry Place: _____

Partial Shipments

Allowed Not Allowed

Allowance in DC amount +/- %

Allowance in Quantity +/- %

Confirmation

_____ Yes No

DC available with

Any Bank Advising Bank Issuing Bank

Transshipments

Allowed Not Allowed

Drafts Required

Yes No

DC Tenor

Sight or Tenor days from

DC available by

Negotiation Acceptance

Transferable

Yes No

Sight payment Deferred payment

Period for presentation of documents to be presented within _____ days after the date of shipment but within the validity of the DC. _____

Advising Bank SWIFT code (if known): _____

Advising Bank Address _____

Advising Bank Name _____

Description of Goods _____

Origin of Goods _____

Place of Taking in Charge/Receipt: _____

Port of Loading/Airport of Departure: _____

Port of Discharge/Airport of Destination: _____

Place of Final Destination/Place of Delivery: _____

Latest date of Shipment:

Incoterms

EXW FCA FOB CFR CIF CPT CIP DDP

Other: _____

Documents required

Signed commercial invoices in _____ (no. of copies required) specifying:

- i. Relevant harmonized system commodity code number(s) applicable to each item shipped under the DC
- ii. Name and address of the manufacturer(s) or producer(s)

Full set of clean on-board bill of lading in three originals and three copies made out to the order of National Bank of Kuwait S.A.K.P P.O. Box 5290, MANAMA, BAHRAIN, marked freight prepaid/ freight collect, and notify applicant quoting the DC number

Note: Bill of Lading must indicate the gross weight and measurement of the cargo and must evidence the name and address and telephone of number of the carrying vessel's local agent in Bahrain.

Original air waybill marked 'for the consignor/shipper', signed by the carrier or his agent, marked freight collect/ freight prepaid, showing flight number, airport of departure, airport of destination and date of dispatch of goods, consigned to National Bank of Kuwait S.A.K.P, Bahrain Branch and notify the applicant with full address mentioning the DC number

Original truck consignment note evidencing goods received for dispatch by truck showing the truck number, date of dispatch, place of taking in charge and place of delivery and marked freight collect/ freight prepaid.

Delivery note in copies _____, duly countersigned and dated by the applicant's authorised representative, Mr./Ms. _____, whose signature must be verified by the negotiating bank, confirming the receipt of goods in good order and condition. The specimen signature of applicant's authorized representative, which forms an integral part of the DC, will be forwarded to you in a separate mail.

Note: Please attach the speci-men signature so we may forward it to the advising bank.

Certificate of origin in duplicate issued by the country's chamber of commerce or industry in the Beneficiary/exporting country stating that the Goods are of _____ origin, showing the full name and address of manufacturer or producer and the exporter of the Goods.

Packing list in _____ (specify number of copies required)

A copy of shipment/dispatch advice sent to _____ (please mention name of insurance company) and the applicant by fax, within 3 working days after the shipment, on fax number(s):

1. _____, 2. _____, referring to open policy number _____ showing the name of the carrying vessel/flight number/truck number, date of shipment/dispatch, marks, amount and the number of the DC. The relative fax transmission report must be presented for negotiation.

Full set of marine insurance policy or certificate issued or endorsed in the name of National Bank of Kuwait S.A.K.P, Bahrain Branch for not less than 110 percent of the CIF value of goods shipped evidencing coverage from warehouse to warehouse , without indication that cover is subject to any franchise or an excess (deductible) ,marked claims payable in Bahrain In the currency of this letter of credit showing the name and the address and telephone number of the claim settling agent in Bahrain covering:

A) I.C.C. (A), Institute strike clause (Cargo) and Institute War Clause (Cargo) in case of shipment by sea freight.

Full set of air insurance policy or certificate issued or endorsed in the name of National Bank of Kuwait S.A.K.P, Bahrain Branch for not less than 110 percent of the CIP value of goods shipped evidencing coverage from warehouse to warehouse , without indication that cover is subject to any franchise or an excess (deductible) ,marked claims payable in Bahrain In the currency of this letter of credit showing the name and the address and telephone number of the claim settling agent in Bahrain covering:

A) I.C.C. (A), Institute strike clause (Air Cargo) and Institute War Clause (Air Cargo) in case of shipment by air freight.

Shipping marks: _____

Charges - to be paid by Applicant (A)/Beneficiary (B)	A	B		A	B
DC Opening Commission	<input type="checkbox"/>	<input type="checkbox"/>	Issuing bank other charges	<input type="checkbox"/>	<input type="checkbox"/>
Correspondent bank charges	<input type="checkbox"/>	<input type="checkbox"/>	DC confirmation charges (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Account No. for charges _____			Legalization charges (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>

Settlement instruction (if applicable)

Settle all amounts owing by the Applicant under this application by:

Account Debit. Debiting to account _____

Currency: _____ A/C: Current / Savings for settlement.

Master DC proceeds. Using the proceeds received by NBK under the Master DC or any financing amount obtained by the Applicant in relation to the Master DC.

Loan. Drawing a buyer loan for _____ days. **Other** (specify) _____

Additional Information and Instructions: _____

1. Except so far as otherwise expressly stated, this Documentary Credit is subject to Uniform Customs and practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600.
2. If the Documents Called for do not include insurance policy (ies) or certificate(s) we undertake to produce to you within 15 days from the date of this application an insurance policy or certificate acceptable to you and in your name of the C and F value plus at least .10 percent, failing which you may effect insurance at our expense but you are not obliged to do so.
3. If this credit is to be advised through an agency or correspondent bank in USA, you are authorized to accept at your sole discretion American Institute clauses insurance policies. To ensure compliance of U.S Anti-Boycott Statutes you are authorized to make any changes necessary in the documentation requirement.
4. You are irrevocably authorized to make any additions to the documents specified under this credit which you may in your absolute discretion consider necessary to ensure compliance with government regulations but you are not obliged to do so.
5. We certify that neither the beneficiaries named nor the suppliers of the goods are subject to boycott or blacklisting. We further certify, 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 licence where such licence is required.
6. This documentary credit and the drawing (s) thereunder are to be subject to the terms of the Letter of Undertaking /Agreement of pledge/ General Security Agreement Relating to Goods given to you.
7. The words "we" and "our" shall be read as "I" or "my" if this application is signed by or on behalf of an individual.
8. Drafts may be drawn clausued "without recourse" if the drawers so require.
9. You are authorized at your sole discretions and without obligation to do so whenever you consider it advisable, customary or appropriate to waive/ delete the following from the instructions contained overleaf (whether completed by me/us or not, namely: "Draft/s at sight/at days drawn on for full invoice value of goods".
10. In the absence of any instruction to the contrary specified in "Additional Conditions" overleaf, you are authorized to instruct any bank or branch concerned to dispatch any Draft/s and /or any documents by one or more mails or other method of conveyance at your sole discretion.
11. Documents must include a Certificate of Origin in terms of Israeli Boycott regulations.
12. Invoices or Certificates of Origin must clearly indicate the name of the manufacturer or the producer of the goods.
13. For CIF credits only (a) Claims if any payable in Bahrain and the policy / Certificate must show the name and address of the claims settling agents in Bahrain. (b)Insurance Policy covering Ocean Marine Cargo Clauses (including warehouse to warehouse clauses) and war risks clauses of the peoples Insurance Co. of China is acceptable.
14. For shipment(s) from The Peoples Republic of China: Certificate of Origin signed by China Council for the promotion of International Trade evidencing goods of Chinese origin, is acceptable.
15. We acknowledge that the right is reserved by you to refuse to grant the loan application contained overleaf at the time of the presentation of documents under this credit.
16. We are aware of the implications of Article 34 of UCP 600 and acknowledge that where a bank claims to have paid/accepted/negotiated under this Documentary Credit, its good faith and the fact of payment/acceptance/negotiation here of shall be presumed in the absence of evidence to the contrary.
17. Documentary Credits advised through an NBK Group office will usually be restricted.
18. In consideration of the Bank permitting and /or authorizing the negotiation/confirming bank to make a claim under this Documentary Credit prior to receipt of documents by the Bank, we irrevocably indemnify the Bank for the full amount of the negotiating/confirming bank's claim (plus interest) in the event that such a claim is subsequently rejected by us and authorize the bank to debit our account accordingly without further authority from us.
19. It is understood and agreed that it is National Bank of Kuwait's policy to comply with all relevant laws and regulations, including anti-terrorism, anti-money laundering and sanction laws and regulations including, without limitation, those sanctions and directives issued by the United Nations, the European Union, the Government of the United States of America, the Office of Foreign Assets Control "OFAC" and the relevant Central Banks or any other restrictive measures. Therefore, NBK Bahrain will not be responsible nor liable to any party if the bank refuse to handle a transaction that may be in breach of any applicable sanctions, laws or regulations. Further, the client hereby undertake to indemnify the bank and hold harmless from and against any claim arising as reason of such refusal.
20. In consideration of the bank agreeing at the client's request to issue the documentary credit available for negotiation/honor with any bank and/or authorize such bank(s) or the nominated/confirming bank to make a claim under this documentary credit prior to receipt of documents by the bank, the client irrevocably hold himself/themselves responsible towards the bank for any liability which may be suffered by the bank for this credit, arising from or based on it and the client undertake to compensate the bank for any sums an expenses and charges relating to the said credit directly or indirectly which the bank may be asked to pay and authorize the bank to debit your account with the bank in respect of such sums, expenses and charges.
21. In consideration of issuance of this documentary credit on the terms and conditions/descriptions overleaf, the client hereby undertake to repay to the bank or the bank's representatives, successors and assignees all monies paid by the bank's and/or the bank's agents in pursuance of this Documentary Credit together with interest, commission and customary charges. The client hereby authorize the bank to charge accounts belonging to the client with all monies paid which the client is liable under this Documentary Credit. In doing this, the bank may at any time and without notice to the client, combine and/or consolidate all or any of the client's accounts and set-of or transfer any sum/s standing to the credit of any or more such accounts in or toward satisfaction of any of the client's liabilities to the bank including the one related to this Documentary Credit whether the same be actual or contingent, primary or collateral, several or joint.
22. The client undertake to keep the bank covered against fire and other risks after the expiry of the insurance under this credit and in case of loss, the amount due under all such policies shall be paid over to the bank, and the bank is hereby authorized to collect such amount under such insurance.

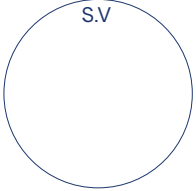
23. It is agreed that the client's liability hereunder is not affected in any manner whatsoever and the bank shall not be responsible for any loss or damage which may happen to any such merchandise during its transit and/or after its arrival, and/or the non-insurance or inadequate insurance thereof and/or any deficiency in the quantity, quality, weight or value thereof and/or stoppage or detention thereof by the shipper or any other person whatsoever.

WARNING

The attention of the applicant is drawn to the dangers arising from the use of such terms as "Conference Line Vessel" and "Regular Line Vessel". The actual names of acceptable Shipping Lines should be specified in the application wherever possible.

By signing this application, amendment or cancellation the Customer:

- irrevocably requests NBK to provide the above trade service(s) in accordance with the instructions in this form;
- hereby grants in favor of NBK security over all documents and goods (which are at any time in NBK's actual or constructive possession or control or held on trust for NBK, or to NBK's order, whether for custody, collection, security, the making of a claim or any other reason and whether or not in the ordinary course of banking business and whether in this jurisdiction or elsewhere) by way of pledge, charge and assignment, in each case to the full extent possible by law, as security for any amounts owing to NBK in connection with this application (and the trade service(s) provided or undertake by NBK as a result of this application), and, on and at any time after the date of this application, NBK shall be entitled to exercise all rights, powers and remedies conferred on NBK by law as a secured party in relation of the documents and the goods; and
- confirms that it has read and understood the Standard Trade Terms and agrees that this application incorporates the Standard Trade Terms and that the Standard Trade Terms applies to the above requested trade service(s).

Signed for and on behalf of the customer: <hr/>	
Authorized Signatories: <hr/>	

Pledge Letter/ Placing Lien Over Deposit (Saving / Deposit)



Date: ____/____/____
DD-MMM-YYYY

To: National Bank of Kuwait S.A.K.P – Bahrain Branch

Pledged (Cash Collateral) Account Number: _____ Currency: _____

Please take delivery of the above-mentioned account standing in my/our name(s) and hold the same as a security together with subsequent renewals of the above-mentioned pleaded account, whether for the same amount, an increased amount, or a reduced amount in any currency as a form or security for payment and discharge of all monies and liabilities arising as a result of all the credit facilities, its interest, commissions, and expenses granted now, or to be granted in the future to the Borrower.

I/ we hereby agree that all obligations arising as a results of the Credit Facility Agreements entered into between the Bank and the Borrower(s) related to the granted credits and facilities or those which will be granted by the Bank the future, and whether or not such facilities are represented as a whole or in part by an indebted current account.

I/ we also hereby agree, to that Bank's record books, its registers and statements extracted from thereof which are sent to the Borrower(s), shall be considered as conclusive evidence in proving the Borrower(s) obligations, and the Borrower(s) shall not have the right to allege not being aware of thereof or the correctness of it, by any means, unless the Borrower(s) proves otherwise with considerable legal evidence.

I/ we also acknowledge that I/ we shall not have the right to withdraw any amount from the principal pledge account and shall not have the right to give any transfer order, as long as any of the obligations which are due on the Borrower(s) have not been completely executed and a written and comprehensive discharge has not been obtained from the Bank in this regard, and my account shall remain frozen with the Bank, till that execution and the discharge takes place.

As for the interest due on the pledge account, I/ we hereby agree that it shall be deposited in the pledge account and shall be added to the capital to be considered as a part of the original pledged balance, and to be subject to this pledge.

I also acknowledge that the current the pledge, the subject of this agreement, has been made in favor of the Bank exclusively, and no one else. In the event where the Borrower(s) fail to pay the amounts due by him/them in favor of the Bank, for any reason whatsoever, I/ we shall thus unconditionally and irrevocably authorize the Bank without the need to serve any prior notices, to apply the pledge and to dispose of the proceeds of the accounts and its interest and to pay all the amounts and obligations which are due on the Borrower(s), and to convert the pledged amounts, to the facility's currency, as per the circulation rate applied by the Bank on the transfer date, without giving me the right to object through the set-off method, till the full payment of the balance has been made, without the Bank been obliged to execute only on the pledged account firstly, as it shall have the right to execute on the other monies of the Borrower(s).

I/ we also agree to that this pledge remains in effect so long as the Borrower(s) has not paid his debts towards the Bank and acknowledge throughout this period, not to take any action that may affect the rights of the Bank in the securities or reduce any of thereof, and acknowledge the Bank's right to maintain such pledge in the event of renewing the facilities to the Borrower(s) by the Bank without the need to obtaining my/our approval To such.

I/ we also agree to the Bank's right to request from the Borrower(s), whenever it wishes, to be presented with additional guarantees, or to increase the present guarantees against all the Borrower(s) obligations towards the Bank, even if such obligations were conditional or not yet due, whenever the Bank perceives that the value of the pledge is not enough to cover the amounts due on the Borrower(s), and in the event where the Borrower(s) fail comply with the Bank's request within the grace period to be specified by the Bank for any reason whatsoever, the debit become due immediately and the Bank shall be entitled to execute the above mentioned pledge, without any responsibility arising on it if it doesn't use such right.

Accordingly I/ we hereby declare that I/We and the Borrower(s) are jointly and severally obliged for the payment of all due loans at present or in future and that my/our guarantees to the Borrower(s) is indivisible before the Bank and that my/our guarantees to Borrower(s) is a general grantee for all the Borrower(s) accounts and debits towards the Bank and that the Bank shall have the right to execute against me for the collection of the Borrower(s) debit towards the Bank, either on the account subject of this pledge or on any/all of my moveable or other fixed assets.

I/ we also declare that this pledge is binding to me and my private and general successors and valid before me, and I/ we shall have no right to violate any of its terms. This Application Form shall be considered an irrevocable document, and that my signature on it has been made with my sole consent without any legal obstacles.

The content of this Application Form shall be subject to the Bahraini law, and any dispute that may arise as a result of thereof, shall be subject to the jurisdiction of the Bahraini courts, however, I/ we acknowledges that the bank has the right to choose any other place for litigation against me/ us, where the I/ we have money or a domicile at.

Signature and stamp of Applicant/Borrower

Acknowledged and agreed by the Cash Collateral Account Holder
(if different from the Applicant)

Name: _____ Name: _____

Signature: _____ Signature: _____

Tel. No: _____ Fax No: _____ Tel. No: _____ Fax No: _____

Contact Email: _____ Contact Email: _____

Commercial Registration/ID: _____ Commercial Registration/ID: _____

National Bank of Kuwait S.A.K.P – Bahrain Branch
Tel: +973 17155555 - Fax: +973 17104860
P.O. Box: 5290 Manama – Bahrain
www.nbk.com

Licensed as Conventional Retail Bank by the Central Bank of Bahrain