

# Arab Jordan Investment Bank

DC No:..... (For Bank use only)

Office .....

## APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT (DC)

1. Applicant (Name and address):		2. Date:		3. DC to be available by negotiation (by default) unless another Choice is made by ticking Below: <input type="checkbox"/> Sight Payment <input type="checkbox"/> Deferred payment Acceptance
		4. DC not transferable or assignable unless ticked below: <input type="checkbox"/> Transferable		
5. Contact name: (For any clarification with regard to this application)		Tel. No:		Fax No:
6. Import Account No. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				
7. Beneficiary (Name and address):  Contact Person : Phone No. Fax No.		8. Date of DC expiry		
		9. Place of DC expiry		
		10. Shipment / delivery not later than		
		11. Period for presentation of documents		Documents should be presented within .... (21 days by default unless specified otherwise) days after shipment but within validity of the credit.
12. Partial shipment / delivery <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed		13. Transshipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not allowed		
14. Amount in figures and currency		15. Allowance of variance in amount and quantity, if any		
16. CCY & Amount in words				
17. Drafts required (N/A in case of deferred payment)		<input type="checkbox"/> At sight, drawn on the issuing bank for full invoice value of goods <input type="checkbox"/> At .....days from....., drawn on the issuing bank for full invoice value of goods		
18. Description of goods (Be Brief but Specific):				
19. Trade terms		<input type="checkbox"/> EXW <input type="checkbox"/> FCA <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DDP <input type="checkbox"/> Other.....		
20. Insurance to be covered by(for CFR/CPT or FOB/FCA shipment only)		<input type="checkbox"/> Applicant <input type="checkbox"/> Beneficiary <input type="checkbox"/> Ultimate Buyer		
<b>Fill up 21,22,23 and 24 for sea and road shipments only</b>				
21. Place of taking in charge / shipment		22. Place of final destination		
23. Port of loading		24. Port of discharge		[Port of Transshipment] [*]
<b>Fill up 25 and 26 for air shipments only</b>				
25. Airport of departure		26. Airport of destination		[Airport of Transshipment] [*]
27. All banking charges outside the country of issuance of this Documentary Credit are on account of: / In case of local DC, all charges other than issuance charges are on account of:				<input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant

28. Reimbursing Bank Charges		<input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant
29. Confirmation	<input type="checkbox"/> Required <input type="checkbox"/> Not required <input type="checkbox"/> May Add	30. Confirmation charges to be borne by <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant
31. Please debit DC opening commission, advising charges, SWIFT transmission and courier charges / margin if any to our account No.....(Give details under 37 if any of the above charges to be borne by beneficiary)		
<b>32. Original Documents required related details: (Please tick / complete as required)</b>		
<input type="checkbox"/>	1	Signed commercial invoices in .....(No of copies required) mentioning: (i) Relevant harmonized system commodity code number(s) applicable to each item shipped under this Documentary Credit. (ii)Name and address of the manufacturer(s) or producer(s).
<input type="checkbox"/>	2	Full set of 3/3 originals and 2 non negotiable copies of clean "On board" ocean/marine/multimodal bills of lading made out to the order of Arab Jordan Investment Bank marked Freight <input type="checkbox"/> Prepaid / <input type="checkbox"/> Collect, and notify applicant
<input type="checkbox"/>	3	Original air waybill marked "for the consignor / shipper" signed by the carrier or his agent, marked Freight <input type="checkbox"/> Prepaid / <input type="checkbox"/> Collect, showing flight number, airport of departure, airport of destination and date of despatch of goods, consigned to Arab Jordan Investment Bank, and notify the applicant with full address mentioning this DC number.
<input type="checkbox"/>	4	Original truck consignment note evidencing goods received for despatch by truck showing the truck number, date of despatch, place of taking in charge and place of delivery and marked "Freight <input type="checkbox"/> Collect / <input type="checkbox"/> Prepaid Consigned to Arab Jordan Investment Bank notify application
<input type="checkbox"/>	5	Delivery note in.....copies duly countersigned and dated by the applicant's authorized representative Mr.....,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 this Documentary Credit will be forwarded to you by separate mail. (Note: Please attach the specimen signature to enable us forward same to the advising bank)
<input type="checkbox"/>	6	Certificate of origin in duplicate issued by the 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.
<input type="checkbox"/>	7	Packing list in .....(specify number of copies required)
<input type="checkbox"/>	8	A copy of shipment / despatch advice sent to..... (Please mention name of insurance company) and applicant by fax within 3 working days after shipment on fax number(s)1 .....2 .....referring to open policy number.....showing the name of carrying vessel / flight number / truck number, date of shipment / despatch, marks, amount and the number of this Documentary Credit. The relative fax transmission report must be presented for negotiation.
<input type="checkbox"/>	9	A marine insurance policy or certificate issued in negotiable form in the currency of this Documentary Credit for full CIF value plus 10 percent (including any excess or franchise deductibles) from warehouse to warehouse covering Institute Cargo Clause (A), Institute War Clauses (Cargo) and Institute Strike Clauses (Cargo), with claims if any payable in Jordan, irrespective of percentage.
<input type="checkbox"/>	10	Air insurance policy or certificate issued in negotiable form issued to the order of Arab Jordan Investment Bank in the currency of this Documentary Credit for full CIP value plus 10 percent (including any excess or franchise deductibles), Institute War Clauses (Air Cargo) and Institute Strikes Clauses (Air Cargo) with claim, if any payable in Amman Jordan, irrespective of percentage.
<input type="checkbox"/>	11	Insurance policy or certificate issued in negotiable form in the currency of this Documentary Credit for full CIP value plus 10 percent (including any excess or franchise deductibles) covering all risks including road transport risk with claims, if any, payable in Amman Jordan, irrespective of percentage.

<input type="checkbox"/>	12	A certificate from the shipping company or their agents stating that the goods are shipped on conference / regular line vessel: (i) that is exempted from the 'SOLAS' convention certification requirement and is not required to have a certificate of conformity to the ISM code or that it has a current ISM code certificate, if the carrying vessel is subject to 'SOLAS' (ii) that is covered by Institute Classification Clause.
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<input type="checkbox"/>	13	Shipping marks:.....
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(the documents referred to in 1 to 12 above, and any other documents relating to the Goods, the "Documents")

**33. Special Conditions that will be included in the DC:**

1.	Bill of lading must evidence name and address of carrying vessel's agents at the port of destination.
2.	<input type="checkbox"/> Certified by Local Chamber of Commerce. The original Certificate of Origin must be <input type="checkbox"/> Attested or legalized by the Jordanian Embassy or consulate in the beneficiary's country if available at the beneficiary's location
3.	The insurance policy (if called for) and certificate of origin in languages other than English are acceptable only if they are accompanied by a translation in English duly countersigned by a Chamber of Commerce and Jordanian Consulate. Any other documents submitted under this Documentary Credit in languages other than English are not acceptable.
4.	Commercial Invoice issued for an amount exceeding the limit permitted by this Documentary Credit is no acceptable.
5.	Shipper or consignor in documents other than the <i>beneficiary</i> is not acceptable.
6.	Any alteration or correction in the documents much be authenticated by the Issuer.

**Settlement instructions:**

( ) For immediate settlement, on receipt of documents as in order please debit our Account No. _____
( ) Please finance payment of drawings under this Documentary Credit by debit to an Import Loan for _____ days.
( ) Please debit our Account No. _____ at maturity.
( ) Forward Contract details _____.

**34. Other Documents required (If any):**

**35. Additional conditions if any for inclusion in the DC:**

### **36. Additional information, if any for the Issuing Bank:**

### **37. Customer declaration:**

1. This Documentary Credit is subject to the (2007 Revision) Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce No. 600 ("UCP") currently applicable and any revision or amendments thereto. We further agree that in the event of any conflict between provisions of this Documentary Credit and UCP, this Documentary Credit shall prevail. We are aware and accept the implications of relevant articles of UCP concerning the disclaimer on effectiveness of documents and the disclaimer on transmission of messages.
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 (ies) or certificate (s) acceptable to you, with the Bank named as first loss payee, for the cost and freight value plus at least 10 per cent, failing which you may (without any obligation on you in this respect) effect insurance at our expense.
3. If this Documentary Credit is to be advised through an agency or correspondent bank in USA, you are authorised to accept at your sole discretion American Institute Clauses insurance policies.
4. You are authorised to make any addition (prior to the issuance of this Documentary Credit) to the documents specified under this Documentary Credit which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.
5. We certify that neither the beneficiary (ies) named nor the supplier(s) of the goods are subject to any boycott or blacklisting. We further add that the import of the goods described above, is not prohibited or restricted, and that we hold and undertake to exhibit to you a valid import license where such license is required.
6. We agree that the acceptance of Carrier's Bills of Lading is at the discretion of your agents or correspondents. In the case of Bills of Lading issued by a member of a conference line, we agree that your agents or correspondents shall be at liberty to refuse Bills of Lading unless accompanied by a certificate, issued by the Carrier (s) certifying that it is a member of a conference line.
7. We accept that it's our responsibility as importers to advise you of the name (s) of shipping companies (if any) in whose vessels we do not wish the goods to be shipped.
8. This Documentary Credit and the drawing (s) there under are to be subject to the terms (unless expressed herein) of the Bank's "General Security Agreement relating to goods" executed by us and given to you. Further we agree and acknowledge that this Documentary Credit and the General Security Agreement relating to goods shall be read together and construed as a single instrument. In the event of any dispute or contradiction between this Documentary Credit and the General Security Agreement relating to goods, this Documentary Credit will prevail.
9. Drafts may be drawn clauséd "without recourse" if the drawers so require.
10. We acknowledge that the right is reserved by you to refuse any loan application made by us at the time of presentation of documents under this Documentary Credit.
11. You may advise this Documentary Credit or restrict it's availability to your own offices or to any correspondent of your choice unless otherwise instructed by us.
12. The words "we" "our" and "us" shall be read as "I" or "my" or "me" if this application is signed by or on behalf of an individual.
13. We are aware of the implications of Article 34 of UCP 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.
14. In consideration of the Bank permitting and / or authorising the negotiating / 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 from the date of the claim having been met until repayment at the rate specified by the Bank) in the event that such a claim is subsequently rejected by us or is otherwise not a complying presentation and we authorise the Bank to debit our account accordingly without further authority from us.
15. We will not assign our interest in this Documentary Credit to any third party without your prior written consent.

16. We hereby grant in your favour security over the Documents and the Goods by way of pledge, charge and assignment, in each case to the full extent possible by law, as security for any amounts owing to you in connection with this Documentary Credit. On and at any time after, you shall be entitled to exercise all rights, powers and remedies conferred on you by law as a secured party in relation to the Goods and the Documents.
17. We will reimburse you on demand for any advances made against any documents which have not been properly taken up on presentation or in respect of which payment has not been duly made to you.
18. We acknowledge that it is Arab Jordan Investment Bank'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 issued by the European Union, the United Nations, the government of the United States and the US Office of Foreign Asset Control.
19. We acknowledge that the Bank may take any action which the Bank in its sole discretion considers appropriate to prevent or investigate crime or the potential breach of sanctions regimes or to act in accordance with relevant laws, regulations, sanctions regimes, international and national guidance, relevant Arab Jordan Investment Bank procedures and/or the direction of any public, regulatory or industry body relevant to the Bank. This includes the interception and investigation of any payment, Communication or Instruction, and the making of further enquiries as to whether a person or entity is subject to any sanctions regime. Such action may include but is not limited to: the interception and investigation of any payment messages, instructions or other information sent in relation to the 'Documentary Credit'; or making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
20. Neither the Bank nor any member of Arab Jordan Investment Bank will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of Arab Jordan Investment Bank in performing any of its duties under these terms and conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate under applicable laws and regulations.

We request you to issue your Irrevocable Documentary Credit for our account in accordance with the above instructions and subject to the above conditions.

Signature of applicant with company stamp

**FOR BANK USE ONLY**

Signature verified

Fax indemnity

Held

Not held

RM :

Management approval