

TERMS AND CONDITIONS

1. That I/we shall accept upon presentation, all drafts drawn hereunder and pay the same unconditionally, on or before maturity at your selling rate, together with the commission, interest, expenses, legal and other charges if any.
2. That I/ we irrevocably authorize you, Nations Trust Bank PLC, without any notice to me/ us, to debit the current account stated overleaf, with all amounts payable by me/ us under this credit, even to the extent of creating an overdraft or increasing an existing overdraft limit over such account, which shall be subject to your then prevailing conditions relating to temporary overdrafts. I/we agree to pay any overdrawn balances on demand.
3. That I/we confirm that I/we possess adequate funds to meet my/our financial commitments hereunder for the retirement of bills at maturity.
4. You may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of my/our accounts in whatever currency and set off or transfer any sum standing to the credit of any one or more of such accounts wheresoever situate in or towards satisfaction of any of my/our liabilities to you hereunder.
5. I/We shall be responsible for procuring sufficient currency in the currency of the credit for the due settlement of my/our liabilities to you under the credit.
6. I/We shall effect all payments due under this credit to you in the foreign currency of the credit. Once the Bank pays/settles its commitments on a letter of credit by the payment of Foreign Currency to the correspondent bank/beneficiary in accordance with the UCP on maturity date, then I/We, as the applicant, of the Letter of Credit shall pay the said foreign currency to the Bank in one of the following methods/options:
 - i. By using my/our foreign Currency maintained in a Foreign Currency account in the bank; or
 - ii. By my/our purchasing of foreign currency from another licensed commercial Bank and forwarding same to the Bank; or
 - iii. By my/our purchasing from or paying, at the market rate, for foreign currency purchased by the Bank when available in the market and thereby settling my/our foreign currency debt(s). In such an event all interest, expenses and commissions in sourcing such foreign currency by the Bank shall be borne by me / us.This obligation shall not be discharged by any tender or by any recovery pursuant to a judgment which is expressed in or converted into any other currency except to the extent that such tender or recovery shall result in your actual receipt of the full amount of such draft(s).
7. That I/we shall hold you harmless and free from responsibility in anyway for the description, quality and quantity of goods shipped hereunder or for the sufficiency, correctness or authenticity of the documents presented by the beneficiaries who are to be considered as our agents. If there be any difference, incorrectness, default, forgery or fraudulence found after your purchase of the relative draft(s) with regard to the documents or the description, quality of the goods, I/ we shall be responsible for the same and engage to accept and pay the draft(s) as usual.
8. That in case of extension or renewal of this credit or modification of any kind in its terms, I/we agree to be bound for the full term of such extension or renewal, notwithstanding such modification.
9. That I/we shall effect insurance of the goods shipped hereunder with any insurance company approved by you, with your good selves as the beneficiaries upon the arrival of the goods or at the expiration of the marine insurance policy; and file with you such policy as soon as issued. If you deem it necessary, you may insure that goods or effect additional insurance for any risk or risks at my/our expense. It is, however, understood that you are under no obligation to do so.
10. That I/ we shall make, good to you for any loss or damage of goods which you may suffer as the result of non-insurance, insufficient insurance or the failure of the insurance company to meet claims.
11. That I/ we shall have the goods passed through the Customs and pay duty thereof immediately on its arrival. If you deem it necessary you may effect the same for my/our account, and I/we engage to pay you immediately such expenses with interest on demand.
12. That I/we shall have the goods stored in your name in any godown approved by you and you remain to be the owner of same until delivery shall be made to me/us against full payment in cash or in approved orders or cheques with my/our guarantee.
13. That I/we shall furnish you on demand with sufficient margin should there be any depreciation of the market value of the goods.
14. That you shall have the full power to dispose of the goods at any time by public or private sale at any price obtainable by you and apply the net proceeds (after deducting whatever expenses and charges you may have incurred) towards payment of the relative drafts should I/we fail to act according to the stipulations herein outlined, and I/we engage to pay the deficiency if any immediately upon receipt of your notice.
15. That in case of my/our default to act in accordance with the stipulations herein outlined you are hereby authorized to withhold my/our other property, including securities and any credit balance(s) on my/our account(s) which may now or hereafter be in your possession or otherwise subject to your control and your receipt or certificate issued to me/us by you for the aforesaid property shall become null and void automatically.
16. That notwithstanding any clause contained herein to the contrary you may settle exchange for my/our account at any time you may think fit.
17. That after full payment of the drafts drawn hereunder, you are hereby authorized to withhold the goods under this credits or funds paid to you by me/us in connection herewith, until the fulfilment of my/our other outstanding obligations with you, if any.
18. This credit is to be opened subject to Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No.600 and I/we agree to abide thereby accordingly.
19. That on no account shall any claim be made against you after the draft or drafts have been accepted or paid by me/us.

I/ We confirm the information provided by me/us on the overleaf. Further, I/we hereby confirm that the above terms and conditions were explained to me in the language of my/ our choice before signing hereof and I/we have read and understood the above terms and conditions and I/we agree and consent to be bound thereby.

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Name, Stamp and Authorised Signature(s) of the Applicant

Date :

GUARANTEE

In consideration of Nations Trust Bank PLC (herein after referred to as "the Bank") agreeing at my/our joint and several requests to open or establish the credit mentioned at the Bank hereof I/we hereby jointly and severally guarantee the due performance and observance by the Applicant of the terms and conditions contained at the bank hereof, and I/we hereby jointly and severally undertake to pay the Bank on demand such money or monies as will be payable by the Applicant for the said credit and to keep the Bank fully indemnified against all losses and claims whatsoever which the Bank may suffer by reason of any default on the part of the Applicant for the above credit.

I/We hereby agree that the Bank shall be at liberty without any further consent from me/us or any notice or reference to me/us to grant the Applicant any extension of time for payment of any money of other indulgence whatsoever and my/our joint and several liabilities hereunder shall in no way be exonerated, released or affected thereby.

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(Guarantor)

Address:

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Telephone No.....