

APPLICATION FOR PACKING CREDIT ADVANCE

For Bank use Only	
Loan Ref	:
Bill Ref	:
Due Date	:
Repricing Method	:
LKR Equivalent	:

Date :

To : Nations Trust Bank PLC

Customer(s) Name	:
Description of Goods to be Exported	:
Name of Buyer	:
Account to be credited	:
Trade Transaction Ref	:
Loan Amount: LKR/USD/Other	:
Interest rate	:
Tenor	:

To enable the Customer(s) to import or otherwise purchase the goods and materials necessary to discharge the Customer(s) obligations connected with the aforementioned transaction(s), the Customer(s) request(s) to advance the aforementioned loan ("Loan") and hereby agree(s) to be bound by the following terms and conditions:

1. The proceeds of the Loan shall be credited to the aforementioned account of the Customer(s) at the Bank.
2. Subject to any change of interest as provided for in clause 3 below and also to the operation of clause 4 below, the Customer(s) shall repay the Loan in full on or before the due date in the currency of the loan.
3. The Loan shall be repaid to the Bank, with interest at the rate specified above or such other or higher rate(s) as may be fixed from time to time. Provided that, if the repayment of principal and monthly interest on the Loan are not paid punctually on the due date, the Bank shall be entitled to charge a higher rate of interest as liquidated damages, on the outstanding amount, for the period in default. Any tax leviable on the amount of the Loan or any interest paid or payable shall be borne by the Customer(s).
4. The Bank shall have the right to review, suspend, cancel and/or recall the Loan or to vary the terms and conditions relating thereto from time to time, at its sole and absolute discretion without prior notice to the Customer(s).
5. Notwithstanding any arrangement or writing to the contrary between the Bank and the Customer(s), the Customer(s) hereby expressly agree(s) that the Loan, interest, expenses, exchanges losses, taxes and other charges or losses whatsoever due thereon shall be repayable on demand to the Bank and all arrangements or indulgences permitted to the Customer(s) to repay by installments, shall be subject to the principal obligation of repayment on demand.
6. The Bank is hereby irrevocably authorized without any notice to the Customer(s) to periodically debit the aforementioned account of the Customer(s) and/or any other account(s) of the Customer(s) maintained at the Bank, at the sole discretion of the Bank, on the due date, with the amount of the Loan, taxes, expenses, exchange losses and/or the interest payable, even to the extent of creating an overdraft or increasing an existing over draft limit.

7. The Customer(s) shall not under any circumstances whatsoever, without the prior written consent of the Bank, sell or negotiate or discount with any third party, other than with the Bank, any bills of exchange, promissory notes or any commercial paper to which the Customer(s) are or may be a party to and which shall relate to or are connected with or result from the sale or exportation of the goods referred to above or to be exported under the trade transaction(s) referred to above. The proceeds of the said bill of exchange, promissory notes or commercial papers shall forthwith upon such sale, negotiation or discount with the Bank or otherwise, be paid by the Customer(s) to the Bank and/or appropriated by the Bank in payment of the Loan, interest, losses, exchange losses expenses tax and other charges due thereon to the Bank. If the packing credit or advance is granted in foreign currency it shall be paid back and/or settled in foreign currency.
8. The Bank is hereby irrevocably authorized by the Customer(s) without notice to the Customer(s), to combine and consolidate all or any of the accounts of the Customer(s) with the liability of the Customer(s) hereunder to the Bank and set off or transfer any sum(s) standing to the credit of any one or more of such accounts in or towards the satisfaction of the liability of the Customer(s) hereunder to the Bank, regardless of the fact that as a result or consequence thereof, cheques or orders for payment of money drawn by the Customer(s) on the Bank, whether on or before or after the date of such combination, consolidation, set off or transfer, maybe returned or dishonoured by the Bank for want of sufficient funds.
9. All representations and statements made to you by the Customer(s) and/or the Customer(s) agents, employees or officers, whether in writing or otherwise, on behalf of the Customer(s) or purporting to be on behalf of the Customer(s) are hereby warranted as true and correct and intended to be acted upon by the Bank and shall form the basis of the contract intended to result from the Bank acting upon the request made herein.
10. The production in any Court of Law or before any Tribunal or body or statutory officer of any statement, extract, writing or other document showing monies owing by the Customer(s) as a result of the Bank granting the above Loan and made out of the books or documents of the Bank and signed and certified by the Manager or Accountant of the Bank shall be deemed to be conclusive proof of the amount of the Customer(s) liability to the Bank, without any further documents or vouchers being produced by the Bank.
11. If this document is signed by or on behalf of two or more persons, not being on behalf of a company but as partners of a firm or otherwise, such persons shall be jointly and severally liable to the Bank for the amount of the Loan, interest, losses, exchange losses, expenses, taxes and other charges due thereon and each of such persons shall be liable as sole or principal debtor, so long as any monies are due to the Bank on account of the Loan.
12. The monies due by the Customer(s) to the Bank in respect of the Loan, interest, losses, exchange losses, expenses, taxes and other charges due thereon shall be recoverable from the Customer(s) notwithstanding the Prescription Ordinance (Cap. 68) and the Customer(s) shall not plead the Prescription Ordinance (Cap 68) as a bar to the Bank suing the Customer(s) for the recovery of the said monies.
13. All of the terms and conditions set out herein maybe amended, from time to time by the Bank at its sole and absolute discretion. The Customer(s) obligation to repay the Loan shall not be prejudiced by any such amendment(s).
14. The Bank has the right to adjust the aforesaid tenor based on the credit period provided by the Customer in relation to the underline transaction or any other variable.
15. Although the Customer may specify the bank account to be credited with the Loan, Bank may at its discretion credit the Loan to any other Bank account of the Customer due to regulatory requirements or such other requirements.
16. Although the Customer may state the interest rate above, Bank may at its sole discretion apply a different interest rate to the Loan.
17. The terms and conditions contained herein will be governed by the laws of Sri Lanka.

Signed by the Customer(s) on

Signature:

Signature:

Signatures verified by: Staff ID: Signature:
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