



APPLICATION AND AGREEMENT FOR COMMERCIAL LETTER OF CREDIT

Source of funds at ruling rate: WDAS EXPORT PROCEEDS

Applicant's Name

Date DDMMYY

Grid for Applicant's Name

Applicant's Address

Grid for Applicant's Address

Email Address

Grid for Applicant's Email Address

Beneficiary's Name

Grid for Beneficiary's Name

Beneficiary's Address

Grid for Beneficiary's Address

Email Address

Grid for Beneficiary's Email Address

Subject to the following terms and conditions, please issue and transmit by SWIFT your

Confirmed Unconfirmed Transferable Deferred Credit

To be available by DRAFT at Sight Usance _____ Days

Amount _____

Description of goods _____

per proforma invoice no _____ dated _____

Accompanied by the following documents which are indicated by 'X'

- 1 Combined Certificate of Value and Origin (CCVO) - 2 original and 3 copies
2 Manufacturer's Certificate of Production stating standards adopted- 2 original and 2 copies OR
 Laboratory Test Certificate (In case of Chemicals and Pharmaceutical Products) - 1 original and 1 copy OR
 Phytosanitary Certificate (As Applicable) - 1 original and 1 copy
3 Packing List indicating gross weight - 2 original and 3 copies
4 Clean on Board Ocean Bills of Lading in _____ original plus _____ copies Issued to the order of United Bank for Africa Plc, 57, Marina, Lagos, Nigeria, marked "FREIGHT PREPAID" and notify _____ OR
 Airway Bills in 1 original and 3 copies issued by the airline or agent evidencing goods placed on board the aircraft, endorsed/consigned to United Bank for Africa Plc, 57 Marina, Lagos, Nigeria marked "FREIGHT PREPAID" and notify _____ OR
 Way Bills in _____ original and _____ copies Issued to the order of United Bank for Africa Plc, Lagos, Nigeria, marked "FREIGHT PREPAID" and notify _____

Port of Loading _____ Port of Destination/Discharge _____

Latest Shipment Date _____ Expiry Date _____

Partial Shipments Allowed Not Allowed

Transshipment Allowed Not Allowed

All charges outside Nigeria are for Applicant Beneficiary

Beneficiary's Bank _____

Special Instructions _____

TERMS AND CONDITIONS

1. In the absence of any special arrangements, all amounts paid by you under the credit will be repayable by us/me forthwith.
2. In consideration of our opening this letter of credit on my/our behalf, we/I undertake to provide you with all necessary funds to meet the payment under the letter of credit and also undertake to pay your commissions, costs, charges, and reimburse you for any sums disbursed by you and/or any advising or negotiating or correspondent bank selected by you together with interest where applicable and indemnify you and keep you indemnified against all liabilities incurred by you.
3. When this document is signed by two or more parties, we hereby declare our liability hereunder as joint and several, consequently my/our liability to you is to continue in force and to be applicable to all transactions entered into hereunder, notwithstanding any change or any composition in the firm(s), parties thereto or in the beneficiaries hereunder.
4. I/We undertake that the goods shall be kept insured to the Bank's reasonable satisfaction and that if not included in the documents required under this Credit I/We will at your request, deposit the insurance documents with you or produce them for your inspection at any time and if required arrange for your interest to be notified to the insurers and noted upon the policies.
5. I/We acknowledge that you are to have the full ownership in and right of possession and disposal of the bills of lading, policies/certificates of Insurance and other documents, and of the goods represented thereby or mentioned therein, together with the proceeds of sales thereof and claims made there under as security for all monies for which I/We are or may become responsible to you under or in respect of the Credit, and that you are to have a full power of sale over the said goods without notice to us. I/We authorize you to collect the amount due under any insurance and I/We undertake to take such steps you may require to collect on your behalf or to enable you to collect the amount of any such claims.
6. Should I/We wish to raise any objection or claim in relation to documents taken up under this Credit, I/We agree to give you notice of the objection or claim, or of our intention to raise any objection or claim, within three days of our receiving the documents from you or inspecting them at your office. In the absence of any such notice or so far as any such notice shall not extend, you will be entitled to assume that we have accepted the documents as in order, and I/We shall be precluded from raising any objection or claim at a later date.
7. If I/We have requested you or shall request you to collect the value of documents taken up by you under this Credit, you agree to do so for our account and at our risk and on the basis that all charges and expenses in connection therewith will be payable by us. It is further agreed that you shall not be responsible for any negligence or default on the part of any correspondents or agents, who may be employed, whether nominated by you or by your or our correspondents or agents nor for any loss arising from any Bill of documents, or from any failure or delay in presenting, protesting or returning any unpaid bill, or from any moratorium or governmental decree or order, or from any cause whatsoever outside your control or the control of any correspondents or agents.
8. I/We hereby authorize you to debit my/our account with all sums which may become due to you in respect of this credit, including your commission, interest where applicable and all charges and expenses incurred by you, your agents, officers and/or your correspondents.
9. I/We agree that in addition to a general lien or similar right to which you as Bankers maybe entitled by law, you may at any time and without notice to me/us combine/consolidate all or any of my/our accounts with any liabilities to you and set off or transfer any sum or sums standing to credit, be it cash ,cheques, valuables, deposits, securities, negotiable instruments or any other assets belonging to me/us with you in or towards the satisfaction of any of my/our liabilities to you or any other account or in any other respect whether such liabilities be actual, contingent, primary or collateral, several and joint.
10. I/We hereby undertake to accept responsibility for all Exchange Risks incurred in connection with the above letter of Credit and that the release to us of any documents relating to the Credit and/or payment to you by ourselves of any sum in Nigeria Currency, shall in no way limit our aforementioned undertaking and amount due as a result of any exchange variation arising from the foreign currency concerned. However, The Bank is absolved from any liability arising out of compliance of any law or regulation which shall prohibit the purchase of foreign exchange under this transaction.
11. We undertake to present to you all necessary Exchange Control Documents (Customs Single Goods Declaration Form, Customs Import Payment schedule, Tally Sheet/Terminal Delivery Order/Gate Pass) and other relevant documents required by the relevant regulatory bodies within 90days from the date of negotiation by your overseas correspondent bank.
12. THE CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (2007 REVISION) ICC BROCHURE NO. 600

N50 Stamp

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY