

The Terms and Conditions of LC Transfer

I/We as the beneficiary of the LC stated in this application (hereinafter referred to as the Applicant or the Beneficiary) hereby irrevocably and unconditionally request Emirates Islamic Bank PJSC (the Bank) to transfer the enclosed irrevocable and transferable LC, with all amendments up to this date, in accordance with the above instructions and I/we agree to abide and be bound by the Terms and Conditions stated below (the Terms and Conditions).

- a) This transfer shall not become effective until the Bank has advised the Transferee. No portion of the LC or of any amendments may be re-transferred;
- b) The Applicant will pay the Bank and demand all transfer charges and any expenses which may be incurred by the Bank in connection with transfer of the LC;
- c) The Applicant irrevocably and unconditionally undertakes and agrees that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid including without limitation the fees payable to the Bank or its agents or any fees, costs and expenses incurred by the Bank or its agents shall be borne by or chargeable to the Applicant and payable by the Applicant to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of the Applicant's account(s) maintained with the Bank for payment of the Bank's commission, expenses, actual costs (legal or otherwise), agent and/or any other charges if any together with such taxes related to or in connection with or in respect of the transfer of the LC;
- d) In the event of LC full transfer, all the Applicant's rights in the LC are transferred to the Transferee and the Transferee shall have all rights as the beneficiary of the LC (up to the transfer amount), including sole rights relating to any amendments. Any subsequent amendments are to be advised directly to the Transferee without an obligation to obtain any consent or serve any notice to the Applicant with the exception of amendments involving increase in value and increase in the quantity of goods and transfers with substitution of invoices;
- e) For Partial Transfers and Transfers with substitution of drafts and invoices, the Applicant agrees that any subsequent amendments to the LC are to be advised to the Applicant and the Applicant shall at that time indicate to the Bank whether or not the amendments are also to be advised the Transferee. The Applicant agrees to indemnify the Bank for any consequences that may arise from any delay and/or omission in the Applicant's said indication. After noting this transfer on the original LC, the Bank will retain the LC and provide to the Applicant a copy of the Bank's advice to the Transferee;
- f) For Transfers with substitution of Drafts and Invoices, the Applicant agrees that upon receipt by the Bank of the draft(s) and the documents of the Transferee (Second Beneficiary), or at any time on Bank's demand, the Applicant will deliver to the Bank the Applicant's draft(s) and commercial invoices drawn in accordance with the terms of the original advice of the LC; such draft(s) and invoices are to be attached by the Bank to the shipping documents in substitution of those presented by the Second Beneficiary. The Bank is then requested to deliver to the Applicant the invoices of the Second Beneficiary provided that the Applicant's draft(s) and invoices comply with the conditions of the LC. The Bank may at its absolute discretion elect to pay the Applicant either immediately or only after the Bank has received the proceeds from the Issuing Bank. In the event the Applicant fails, at the Bank's demand, to deliver to the Bank the new draft(s) and invoices as specified herein the Bank is authorised to dispose of the invoices and other documents accompanying the draft(s) and the documents of the Second Beneficiary in accordance with instructions from the Issuing Bank without any responsibility on the Bank's part or payment of the difference between the amount of the Second Beneficiary's draft(s) and the amount authorised to be paid under the LC;
- g) The Bank is under no obligation to negotiate or handle any drawing(s) under the LC;
- h) I/We represent and warrant to the Bank that :
The Transfer of the Credit would be subject to the version of the ICC Customs and Practice for the Documentary Credits, International Chamber of Commerce, Paris, France, stated in the LC;
- i) The Applicant agrees and represents to comply with any international or local sanction laws and shall indemnify the Bank for any losses or damages resulting from breaching any international or local sanctions.
- j) The Applicant agrees to indemnify and hold the Bank indemnified against any actual damages, losses, cost and/or expenses (including legal costs) which may incur or suffer, arising from or in connection with the transfer of the LC .
- k) This Terms and Conditions governing the transfer of the LC shall be governed by the laws of United Arab Emirates to the extent that they didn't contradict with Islamic Sharia rules , any dispute arise shall be referred to the jurisdiction of the courts of United Arab Emirates.
- l) I/we hereby agree to pay any amount in respect of any applicable Value Added Tax or any other similar sales tax (VAT).

I/ We agree to be bound by the terms and conditions in the Standard Terms , General Trade Terms, Trader Services Supplement Transfer of LC, and any other terms or agreements as the Emirates Islamic Bank PJSC (Bank) may provide to us (or as agreed between us) from time to time.

Date

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Signature Verified

1st Beneficiary's Signature(s) and Stamp