

Date      

 To: **Emirates Islamic Bank PJSC.**

We request you to issue your Irrevocable Documentary Credit (DC) for our account in accordance with the below instructions &amp; subject to your terms &amp; conditions.

 Murabaha     Wakala Murabaha     Cash     (Others) \_\_\_\_\_

<b>Applicant Name and Address</b> _____ _____ _____ <b>Tel</b> _____ <b>Fax</b> _____ <b>Email</b> _____	<b>Beneficiary Name and Address</b> _____ _____ _____ <b>Tel</b> _____ <b>Fax</b> _____ <b>Email</b> _____
<b>Confirmation of DC</b> <input type="checkbox"/> Required <input type="checkbox"/> Not Required <b>Confirmation Charges</b> <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant	<b>Date and place of DC expiry</b> Date _____ Place _____
<b>Advising/Beneficiary Bank: (Name/Address &amp; BIC code)</b> _____ _____ <b>SWIFT BIC Code</b> _____	<b>Period for Presentation of documents</b> Within _____ days after shipment/delivery date but within validity of the DC.
<b>DC Currency &amp; Amount</b> Currency and Amount in figures _____ Tolerance (%) _____ (+)/_____ (-) Amount in words _____ _____	
<b>Partial Shipment/Delivery</b> <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed <b>Transshipment</b> <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed <b>Latest date of Shipment/Delivery:</b> _____	<b>DC available with (Bank)</b> _____ By <input type="checkbox"/> Sight Payment <input type="checkbox"/> Deferred Payment <input type="checkbox"/> Acceptance <input type="checkbox"/> Negotiation Tenor: at _____ days from _____
<b>Shipment/Delivery From</b> Place of Taking in Charge _____ Port of Loading/Airport of Departure _____	<b>Shipment/Delivery To</b> Port of Discharge/Airport of Destination _____ Place of Final Destination _____
<b>Description of Goods &amp;/or Services (Brief &amp; specific)</b> _____ _____ _____	
<b>Trade Terms:</b> <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"/> Others _____	

**Documents required (please tick & complete as applicable)**
 Signed Commercial Invoice in \_\_\_\_\_ original plus \_\_\_\_\_ copies stating i) the Name and address of the manufacturer(s) or producer(s) and exporter ii) country of origin of goods iii) Relevant harmonized system commodity code number(s) applicable to each item shipped under this Documentary Credit & certifying contents to be true and correct.

 Full set of 3/3 originals and 03 Non-negotiable copies of Shipped "On board"  **Marine/**  **Multimodal bills of lading** consigned to the order of Emirates Islamic Bank, UAE, marked Freight  Prepaid  Collect, and notify applicant, stating name & address of Delivery Agent located at the port of destination and name address and telephone number of Issuer of BL.

 Air **waybill** marked "Original for the consignor/shipper" issued by the carrier or his agent, consigned to Emirates Islamic Bank, UAE, marked Freight  Prepaid  Collect, and notify applicant, showing actual date of departure & flight number.

 **Truck Consignment Note** "Original for the consignor/shipper" issued by \_\_\_\_\_ (Transport Co), consigned to Emirates Islamic Bank, UAE, marked Freight  Prepaid  Collect evidencing goods received for despatch by truck showing the truck number, date of despatch, place of taking in charge, place of delivery and notify applicant.

Signature of Applicant with Company Stamp/Seal \_\_\_\_\_

**Delivery note** in \_\_\_\_\_ original plus \_\_\_\_\_ copies evidencing description of goods delivered, duly countersigned and dated by the applicant's authorised representative Mr./Ms \_\_\_\_\_, confirming the receipt of goods in good order and condition, indicating date of delivery. **(Note: we attach the specimen signature/s of our representatives)**

**Forwarder's Certificate of Receipt (FCR)** issued by the shipping Co/agents M/s \_\_\_\_\_, confirming receipt of goods described in this letter of credit in good order and condition indicating date of receipt for onward delivery to \_\_\_\_\_.

**Certificate of origin** in \_\_\_\_\_ original plus \_\_\_\_\_ copies, issued/certified by the Chamber of Commerce in the beneficiary/exporting country stating that the goods are of \_\_\_\_\_ Origin showing the full name and address of manufacturer or producer, the exporter of the goods and the name of exporting country.

**Packing list** in \_\_\_\_\_ original plus \_\_\_\_\_ copies indicating mode of packing.

**Marine/Air insurance policy** or certificate, issued in duplicate showing Insured as Emirates Islamic Bank, Dubai, UAE, in the currency of this DC for full CIF/CIP value plus 10 pct., covering Institute Cargo Clause (A)/(Air), Institute War Clauses (Cargo)/(Air Cargo), Institute Strike Clauses (Cargo)/(Air Cargo) from warehouse to warehouse, stating that claims (if any) are payable in UAE, irrespective of percentage. Insurance policy/certificate must show the name and address of the Insurance Company's claim settling agent in the UAE. **(For Land insurance: covering all Risks including land/road transport risks)**

**Insurance covered locally by applicant:** under open policy/policy Number \_\_\_\_\_ with \_\_\_\_\_ (Insurance Co) Tel Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email ID: \_\_\_\_\_. Shipment advice to be sent to Insurance Co. & applicant giving details of shipment within 3 working days after date of shipment.

**Shipping Company Certificate** issued by the Carrier/Master or their agents confirming that the goods are shipped on conference/regular line vessel and certifying:

- i) That the vessel is covered by Institute Classification Clause.
- ii) That the vessel is allowed to enter Arabian ports according to their maritime laws and port regulations.

**Beneficiary's certificate** along with courier receipt/fax transmission report/email copy confirming that a full set of non-negotiable documents have been couriered/faxed/ emailed to \_\_\_\_\_ on their Fax Number \_\_\_\_\_/Email ID \_\_\_\_\_, within \_\_\_\_\_ days after the date of shipment.

**Pre-shipment inspection certificate** issued by \_\_\_\_\_ and certifying \_\_\_\_\_ in case the Pre-shipment certificate is not requested please refer to T&C clause (15).

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

- \_\_\_\_\_ certificate in \_\_\_\_\_ original plus \_\_\_\_\_ copy, certifying \_\_\_\_\_.
- \_\_\_\_\_ certificate in \_\_\_\_\_ original plus \_\_\_\_\_ copy, certifying \_\_\_\_\_.

**Additional conditions**

**Shipping Marks:** \_\_\_\_\_ to be marked on all packages. B/L and Packing list to evidence same.

Original invoice & Certificate of Origin to be legalized by UAE Embassy/Consulate. If not legalized, Legalization charges to be deducted from  Beneficiary  Applicant  Not applicable

**Special conditions/instructions (if any):**

Additional Documents/**Conditions** (if any) to the DC: please refer attachment.

All the bank charges and commission including, but not limited to, an amount charged in respect of any applicable Value Added Tax (VAT) or any other similar Sales Tax payable outside issuing bank of the DC are to the account of  Beneficiary  Applicant.

Name \_\_\_\_\_ Tel. Number \_\_\_\_\_ Fax Number/Email \_\_\_\_\_  
(For any clarification with regard to this application)

I/We agree that, except so far as otherwise expressly stated, this credit will be subject to the Uniform Customs and Practice(UCP) for Commercial Documentary Credits latest revision of the International Chamber of Commerce in consideration to your issuing the above mentioned credit. I/We hereby bind myself/ourselves in respect of Conditions as detailed overleaf.

Account Number 

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(Applicant to also sign all pages to this application in full.)

\_\_\_\_\_  
Signature of Applicant with Company Stamp/Seal

For Bank Use	
Fax Indemnity Held <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature Verified

## Terms & Conditions

In consideration of Emirates Islamic Bank PJSC ("the Bank"), issuing this Documentary Credit (the "DC") for our account, we agree to the following terms and conditions:-

1. It is clearly understood and agreed by us that neither you nor your Correspondents/Agents shall be in any way responsible for the correctness, genuineness, falsification or legal effect of any draft/documents, nor for the contents stipulated in any documents or for the delay/deviation from instructions in regard to shipment under this DC. For Cash DCs, it is understood and agreed by us that neither you nor your Correspondents/Agents shall be in any way responsible for the description, quality, quantity, delivery, value or existence of any such goods/services and other performances referred to in any document presented.
2. It is understood and agreed that all instructions and correspondence relating to this DC are to be sent at our risk and that you do not assume any responsibility for any ambiguity, inaccuracy, interruption in transmission by telegraph or cable or SWIFT or delivery by post/courier.
3. If in consequence of any interruption of communications with the country where the credit is available or advised through, or due to any other cause it cannot be ascertained for the time being to what extent the beneficiary has availed himself of the credit of if any other obstruction arises, we shall not be entitled to demand release of any security we might have given, or be discharged from any of our obligations herein until all difficulties have been removed and the final settlement of all accounts in connection with the issuance of the credit has taken place.
4. At any time either on or after opening the DC, wherever and as many times as you deem it necessary we undertake to pay to your office on demand such sum as margin as you may in your absolute discretion consider necessary as further security for the fulfillment of our obligations. You may also debit our account with you with such a sum if and when you deem it necessary before or after giving us notice to that effect.
5. We agree to and shall pay on demand all charges and expenses paid or incurred by you, your branch, subsidiary or correspondent bank in connection with and/or arising out of advising or confirming or reimbursing or not utilising or amending the terms of the DC and/or the relative drawings under the DC and/or relative goods or otherwise, howsoever incurred, in relation to this transaction, together with commissions with respect to the DC at your prevailing rate.
6. If the documents called for do not include insurance policy(ies) or certificate (s), we undertake to produce to you an insurance policy(ies) or certificate (s) acceptable to you, with you named as first loss payee/insured, for the cost and freight value plus at least 10 per cent. In the event that any monies arising under such insurance are paid to us, we shall forthwith pay them to you without deduction or detention and until so paid to hold such monies to your order and on your behalf.
7. In the event of any increase in the amount of the DC/extension to the DC for presentation of drafts/documents or any other modification of the terms of DC, at our request, all the provisions of this terms and conditions shall apply to the DC so increased, extended or modified.
8. We agree to and shall indemnify you and keep you fully indemnified against all demands, claims, liabilities, losses, payments (including any payment under the DC), costs and expenses whatsoever arising in relation to the DC (including legal costs on a full indemnity basis which you may incur in enforcing or attempting to enforce your rights hereunder). We shall indemnify you on demand, together with charges, calculated from the date when you first incurred the loss and expenses until payment by us in full at the Bank prevailing rate. Such payment and reimbursement (including charges) shall either be in the currency in which each sum was disbursed by you or at your option, its equivalent in UAE dirhams at your exchange rate prevailing on the date of such disbursement.
9. We certify that neither the beneficiary 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.
10. We agree that the DC to be issued will be subject to UCP (latest version). In the event of any inconsistency between the terms & conditions herein and the provisions of UCP, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.
11. You shall be at liberty to advise this DC or restrict the availability for negotiation of this DC issued hereunder to yourself, any correspondent bank (including any overseas branches or subsidiaries of yours) of your choice, even if our instructions are to issue freely/restricted negotiable DC.
12. You are authorised to make any addition/modification (prior to the issuance of this DC) which you may consider necessary to ensure compliance with government regulations, Bank policy and UCP, but you are not obliged to do so.
13. We are bound by the terms of Master Islamic Facilities General Terms and Conditions signed by us and conditions for opening Documentary Credits (DC) as herein.
14. For local Murabaha DCs, we irrevocably undertake to accept the documents as presented by the beneficiary or their bankers, despite any discrepancy, after our receipt of the Goods under the DC and accordingly the Bank shall have our authority to pay value of the documents directly without referring discrepancy to us.
15. For Murabaha DCs, where we do not call for Pre-shipment Inspection Certificate in this DC, we hereby undertake to take care of inspecting the goods by ourselves before shipping and we accept the goods as shipped under this DC without any pre-shipment inspection at beneficiaries place. We will not object or refuse in case we find any irregularity in the goods or in the specifications of the goods shipped and in that case we will settle the matter directly with the suppliers, if required.
16. If this DC expires unutilised we agree to pay all the outstanding charges/commission incurred by you and/or by your correspondent's if payment of the same is refused/unpaid by beneficiary.
17. All charges, commissions and fees are exclusive of Value Added Tax or any other similar sales tax (VAT). We hereby agree to pay any amount in respect of any applicable VAT.
18. We have read, understood and acknowledged the Terms and Conditions for Application for Irrevocable Documentary Credit and fully authorise the Bank to proceed with the provision of the service. We also understand and agree that the Bank may modify the Terms and Conditions for the Irrevocable Documentary Credit Application without prior notice to us at any time.

The words "we" "our" and "us" shall be read as "I" "my" or "me" if this application is signed by or on behalf of an individual.

The words "you" and "your" means the Emirates Islamic for which you have contracted with in relation to this DC.

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Signature of Applicant with Company Stamp/Seal

## Promise to Purchase (Applicable for Murabaha DC)

This promise (the “**Promise**”) is made by the Applicant/Customer (hereinafter referred to as the “**Promisor**”) in favor of Emirates Islamic Bank (hereinafter referred to as the “**Promisee**”).

1. The Promisor hereby requests the Promisee to purchase the goods described in the annexed Documentary Credit Application (the “**Goods**”).
2. The subject sale of this Promise shall be made on Murabaha basis at the price (the “**Murabaha Sale Price**”) determined as below:
  - (a) The purchase price paid by the Promisee for the Goods plus
  - (b) All the additional actual expenses, plus
  - (c) The agreed profit margin as set out in the Documentary Credit Application and/or the Facility Offer Letter.
  - (d) The Advance Jiddya margin which is to be deducted from the purchase price and shall not be considered when calculating the profit
3. The Promisor undertakes to purchase the Goods from the Promisee on Murabaha basis after the Promisee purchase and takes possession of the Goods. A sale contract (the “**Murabaha Sale Contract**”) shall be executed to transfer ownership of Goods to the Promisor.
4. The Promisor undertakes to sign the Murabaha Sale Contract. The Promisor’s non-compliance therewith is considered as a breach of his Promise, and consequently entitles the Promisee to sell the Goods and recover the total cost of acquiring the Goods. If the sale proceeds are less than the total cost, the Promisee has the right to revert to the Promisor to cover the deficit.
5. In case the Promisor breaches his obligation and retracts from the purchase of the Goods after the Promisee possesses the Goods and incurs expenses towards the possession of the Goods, the Promisor agrees to indemnify the Promisee against such expenses. The Promisee has the right to deduct the damage value from the security deposit/margin amount (the “**Advance Jiddya Margin**”) and return the residual amount to the Promisor. In case the Advance Jiddya Margin does not cover the damage value, the Promisee may revert to the Promisor to cover such deficit.
6. In case the Promisor declines to take delivery of the Goods after signing the Murabaha Sale Contract, the Promisee is authorised by the Promisor to sell the Goods and recover the total Murabaha Sale Price (including the profit). If the sale price of the Goods is less than Murabaha Sale Price, the Promisee has the right to ask the Promisor to pay up the difference. If the sale price exceeds the Murabaha Sale Price, the excess amount shall be returned to the Promisor.
7. If a dispute or claim (the “**Dispute**”) arises between the Parties regarding this Promise, the same shall be referred to the competent courts in United Arab Emirates.
8. This Promise shall be construed, and the scope of its application shall be defined and supplemented concerning the provisions shall be governed by the applicable laws of United Arab Emirates to the extent that they do not contradict with the rules and principles of Shari’a as set out by the Shari’a Board of the Promisee.
9. The Promisor hereby agrees to the termination of any contractual agreement (whether verbal or written) that has been entered between the Promisor and the supplier for the purchase of the Goods, prior to appointing the Promisor as agent of the Promisee. Also all the parties agree that any non-refundable amount paid by the Promisor to the supplier (“**Advance Payment**”) will be considered as purchase price paid by the Promisor to the supplier for goods equivalent to the value of the Advance Payment which form part of the goods shipped by the supplier.

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Signature of Applicant with Company Stamp/Seal