

**APPLICATION FOR TRANSFER OF LETTER OF CREDIT**

<b>1. Letter of Credit (LC) Details</b>	<b>2. Transfer Details</b>
Name of Beneficiary/Transferor:	Name of Transferee:
Contact Name:	Contact Name:
Contact No:	Contact No:
Address	Address
LC Advising No:	Nature of Transfer:      Full Transfer      Partial Transfer
LC No:	New Unit Price:
Transfer No:	Expiry Date:
Currency and Amount in Figures:	Currency and Amount in Figures:
Name of Issuing Bank:	Latest Shipment Date:
Name of the Advising Bank (if any):	Substitution of Drafts & Invoices:      No      Yes
	Documents to be presented within      days of shipment.
<b>3. Description of Goods (For Partial Transfer Only):</b>	
<b>4. Instruction on Charges and Payment</b>	
Please debit my/our account No: _____ with you for charges pertaining to this application.	
<b>5. Amendments should be advised (For Partial Transfer Only):</b>	
Any amendments made to a 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 to the Transferee.	
Immediately to the Transferee without prior notice to the Applicant	
<b>6. Applicant's Declaration and Authorisation:</b>	

I/We as the beneficiary of the LC irrevocably request Gibraltar International Bank ("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 below.

**TERMS AND CONDITIONS FOR DOCUMENTARY CREDIT TRANSFER.**

- 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 on demand all transfer charges and any expenses which may be incurred by the Bank in connection with the transfer of the LC;
- c) The Applicant irrevocably and unconditionally undertakes and agrees that where any goods and services tax or taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including 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) with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise), agent and/or any other charges if any together with such taxes under or in connection with or in respect of the transfer of the LC;
- d) For Full Transfers, 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 necessity of any consent or notice to the Applicant with the exception of amendments involving increase in value or increase in the quantity of goods and transfers with substitution of invoices;
- e) For Partial Transfer and Transfers with Substitution of Drafts and Invoices, the Applicant agrees to section 4 of this application, and 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 to the Transferee if so chosen to do so. The Applicant agrees to indemnify the Bank for any consequences as 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 the 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 in its absolute discretion elect to pay the Applicant either immediately or only after the Bank has received 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 above, 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 the instructions from the Issuing Bank without any responsibility on the Bank's part for 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:-
  - I. My/our trade transactions, exports, transshipment or transit of the goods and related documents (such as LC, Drafts, shipping/transport document, bill of lading or other document title to the goods) financed, discounted, purchased, collected by and/or endorsed to/by the Bank) do not infringe any local Gibraltar law or regulations;
  - II. All necessary permits, licences, registrations, and approval required under local Gibraltar law for my/our trade transactions, exports, transshipment or transit of goods and the related documents have been obtained and are in full force and effect. A copy of the relevant permit, registration or approval shall be produced to the Bank as and when any transaction involving permits is submitted to the Bank.

The above representations and warranties shall be deemed to be repeated each time an application is submitted by me/us to the Bank for my/our trade transactions, exports, transshipment or transit of goods and will be true and correct and fully observed at all times by reference to the then existing circumstances.
- i) In these Terms and Conditions the singular included the plural and vice versa and references to persons include references to companies or corporations and vice versa;
- j) The Transfer of the Credit would be subject to the version of the ICC Customs and Practice For Documentary Credits UCP 600, stated in the LC;
- k) This Agreement and indemnity is governed by the laws of Gibraltar and any dispute arising out, or in connection with, this Agreement shall be exclusively determined by the courts of Gibraltar;
- l) I/We shall indemnify you for any damages, losses, costs and/or expenses (including legal costs on a solicitor and own client basis and any tax payable) which you may incur or suffer arising from or in connection with the Application.



**SIGNATURES**

Signatory 1

Name and Title

Date

**SIGNATURES**

Signatory 1

Name and Title

Date

**FOR BANK USE ONLY (APPLICATION FOR TRANSFER OF LETTER OF CREDIT)**

Authorised

Name and Title

Date