

APPLICATION FOR TRANSFER OF LETTER OF CREDIT

Please complete fields below in CAPITAL letters using black ink and tick (>) where appropriate the complete fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black ink and tick (>) where appropriate fields below in CAPITAL letters using black in the context of the cont	priate.
ATTN:	
Deliver this request along with the original letter of credit and all amendments (i	f any).
Letter of Credit number:	
Trade Finance Reference:	
1. Beneficiary Details First Beneficiary Information Name:	
Address:	
Street & city	
Postal Code:	Country:
Phone Number:	Fax Number:
Contact Person:	
Email: Maximum 40 characters	
Second Beneficiary Information	
Name:	
Address: Street & city	
Postal Code:	Country:
Phone Number:	Fax Number:
Contact Person:	
Email:	
Maximum 40 characters Second Beneficiary Bank Details:	
Second Beneficiary Bank Name:	
Address:	
Street & city	
Postal Code:	Country:
Account Number: OR IBAN:	
SWIFT Code:	

Initials:

2. Instructions for transfer of Letter of Credit to Second Beneficiary Please effect the following transfer subject to the same terms and conditions with the exception of the following:	
Currency: e.g. MUR, EUR, USD Amount: In figures	
Amount: In words	
Unit price: Expiry date: / / (dd/mmm/yyyy) Insurance: % If applicable e.g. 01/JAN/2010	
Last shipment date: / / (dd/mmm/yyyyy) Period of presentation: e.g. 01/JAN/2010	
Quantity and description of merchandise covered under transfer:	
Any other relevant information:	
We will not substitute our drafts and invoices/packing list as applicable for those of the Second Beneficiary	
OR .	
We will substitute our drafts and invoices/packing list as applicable for those of the Second Beneficiary.	
In case of any future amendment(s) under the original Credit:	
You are authorised to advise amendments to the Second Beneficiary.	
OR	
You are not authorised to advise amendments to the Second Beneficiary	
Bank Charges including Transfer Commission: Account 1 st Beneficiary OR Account 2 nd Beneficiary	
Account 2 Beneficiary	
I/We* confirm that I/we* have read and agree to the Terms and Conditions detailed herewith.	
Signature:	
Signature & Seal of 1st Beneficiary	
Name:	
Date:	
Date: / / (dd/mmm/yyyy)	

TERMS AND CONDITIONS

- 1. By this transfer, we the first beneficiary (hereinafter referred to as the "transferor") agree to waive and renounce our rights and interests as beneficiary of the Master Documentary Credit ("DC") and transfer them to the extent indicated overleaf to the second beneficiary (hereinafter referred to as the "transferee").
- 2. All your charges, commissions, costs and expenses in connection with the DC ,if unpaid by the applicant of the DC and/or transferee, will be for our account, and will be payable upon your first demand or deducted from our share of any incoming proceeds under the DC at your sole discretion and without further reference to us.
- 3. We agree to immediately deliver upon your first demand our invoices, drafts and any other documents to substitute for those of the transferee or as required to obtain payment under the DC.
 - (a) Should we fail to deliver these documents to you in compliance with the terms of the DC within 3 working days of the demand, we authorise you at your sole discretion:
 - to deliver any documents presented by the transferee or received from us so far to the Issuing Bank of the DC (hereinafter referred to as the "Issuing Bank") without further responsibility on your part
 - (b) Any payment received from the Issuing Bank following our failure to present the required documents to obtain payment under the DC shall be used to offset any of your charges, commissions, fees, costs and expenses still outstanding, after payment/settlement of which, you shall pay over to the transferee the amount due to him. The balance, if any, will be paid to us in accordance with our instructions.

^{*} Strike out and initial as appropriate

- 4. We hereby agree and undertake to indemnify you against all claims, losses, payment, expenses, costs (including legal costs on an indemnity basis), consequences and/or liabilities of any kind whatsoever, directly or indirectly arising from, or relating to the transfer of this DC and against all payments made by you in respect of such consequences and/or liabilities, including cost as between solicitor and client and all or any sums demanded by you for the defence of any proceeding, action, suit or claim brought against you.
- 5. The transfer of Letter of Credit and the transferred Credit shall be governed by the provisions of the Uniform Customs & Practice for Documentary Credits (as may be amended from time to time).
- 6. We agree that, in the absence of your confirmation of the DC, documents received from the transferee (including transport documents naming the transferee as shipper) or substituted/provided by ourselves shall be sent to the Issuing Bank for payment on an approval basis. We understand and agree that you have no obligation to negotiate, pay or claim reimbursement prior to the Issuing Bank taking up the documents and making payment.
- 7. Payment shall be effected by you only upon receipt of funds from the Issuing Bank.
- 8. We agree to any term which you may set out in the transfer advice in consideration of your agreeing to transfer the DC at our request.