

Documents Required: (Please mark the box wherever applicable)

- Signed commercial invoices and.....copies mentioning name and address of the manufacturers or producers. Invoice should show the relevant Harmonised System Commodity Code Number applicable for each merchandise item shipped under this Documentary Credit.
- Certificate of Origin and.....copies issued or certified by..... that the goods are of.....origin, showing the exporting country, name and address of the manufacturers or producers and the exporter.
- Full set of original Marine/Ocean Bills of Lading (Bill of Lading issued by Freight Forwarder is not acceptable even if signed as a Carrier or as an agent of the Carrier) issued to the order of National Bank of Fujairah PJSC, Islamic Banking Division, marked Freight (Prepaid/payable at destination) indicating:
 - i) Issuing Bank and applicant as notify parties
 - ii) Name, address, telephone and fax numbers of the carrying vessel's agent at the port of discharge
 - iii) Name, address, telephone and fax numbers of the issuer (i.e. who signs the Bill of Lading) (Applicable for Sea Shipment only)
- Certificate issued by the carrier or master or their agents confirming that the carrying vessel(s) (indicating the name(s) of the vessel(s) hold(s) a valid International Safety Management Certificate (ISM Code), (In case the Bill of Lading evidences transshipment of goods Involving a pre-carriage and an ocean vessel, this certificate must confirm compliance for all the vessels).
- Certificate issued by the Carrier or Master or their agents stating that the carrying vessel is permitted to enter any Arab port in accordance with their local laws and regulations. (Applicable for all Sea Shipments to Arab ports)
- Certificate issued by the carrier or master or their agents confirming that shipment has been effected by..... line vessels covered by the Institute Classification Clause dated 1 January 2001.
- Air Waybill (presentation of House Air Waybill not acceptable) marked 'Original for Shipper' or 'Original for Consignor' evidencing goods consigned to National Bank of Fujairah PJSC, Islamic Banking Division, marked Freight (Prepaid/payable at destination) indicating:
 - (i) Actual date of despatch
 - (ii) Issuing Bank and applicant as notify parties*(Applicable for Air Consignment only)*
- Truck Consignment Note evidencing Freight (Prepaid/payable at destination) consigned to National Bank of Fujairah PJSC, Islamic Banking Division, notifying the applicant.
(Applicable for Road Consignment only)
- Delivery Note countersigned and dated by applicant's representative Mr.
.....
Signature: is as per attached sheet which is to form an integral part of this Documentary Credit.
(applicable for Local Delivery only)
- Packing list and.....copies
- Insurance/Takaful Cover has been covered locally. A copy of each shipment/despatch advice indicating this Documentary Credit Number, shipper's name, invoice value, description of goods, quantity, shipping marks (if any), mode of packing, transport document number and date of shipment/despatch along with the following additional information (For sea shipment: vessel name and voyage number; for air consignment: flight number and name of carrier; for road consignment: truck registration number, name of trucking company and name of the truck driver) sent by fax within.....days from the date of shipment/despatch addressed to:
 - (a) Applicant:on fax number:.....
 - (b) Insurance Company/Takaful Provider.....
on fax number:.....quoting Open Policy/Cover Note No:.....
- Insurance Policy/Takaful Cover or Certificate for 110% of the CIF value issued to the beneficiary's order and blank endorsed, dated not later than the shipment date covering: Marine Risks including Institute Cargo Clauses (A), Institute War Clauses (Cargo) and Institute Strike Clause (Cargo) from warehouse to warehouse with claims payable in the U.A.E. in the currency of this Documentary Credit indicating the name of carrying vessel, voyage number and the name and address of the claim settling agent in the U.A.E. (Applicable for Sea Shipment only)
- Insurance Policy/Takaful Cover or Certificate for 110% of the CIP value issued to the beneficiary's order and blank endorsed, dated not later than the despatch date covering: Air Transport Risks including Institute Air Cargo Clauses (A), Institute War Clauses (Air Cargo) and Institute Strike Clause (Air Cargo) from warehouse to warehouse with claims payable in the U.A.E. in the currency of this Documentary Credit indicating the carrier's name, flight number, flight date and the name and address of the claim settling agent in the U.A.E. (Applicable for Air Consignment only)
- Insurance Policy/Takaful Cover or Certificate for 110% of the CIP value issued to the beneficiary's order and blank endorsed, dated not later than the despatch date covering: Land Transport Risks from warehouse to warehouse with claims payable in the U.A.E. in the currency of this Documentary Credit indicating truck registration number, name of trucking company, truck consignment note number, date of despatch and the name of the claim settling agent in the U.A.E. (Applicable for Road Consignment only)
- Certificate issued by the beneficiary confirming that the copies of documents as called for under this Documentary Credit has been forwarded to the applicant by registered post or by courier service within..... days.....

Additional Conditions (mandatory):

1. Unless otherwise specified herein, all documents must be issued in the English language.
2. Unless otherwise specified herein, the number of this Documentary Credit must appear on all documents.
3. Unless otherwise specified herein, documents issued prior to the date of this Documentary Credit are not acceptable.
4. Unless otherwise specified herein, Commercial Invoice, Packing Lists and Transport Document(s) must show the shipping marks stated herein above.
5. You may please add the list of companies which are not permitted to issue transport documents under this Documentary Credit.
6. You may add any other mandatory clauses as per NBF internal policy.

Additional Conditions (optional): (Please mark the box wherever applicable)

The original Certificate of Origin and original Commercial Invoice are to be legalised by the U.A.E. Embassy or Consulate in the exporting country or in the country of beneficiary. In the event of submission of documents without legalisation, you may deduct from the amount payable to the beneficiary legalisation fees as stipulated by the local authorities in the U.A.E. and in such case the documents presented without legalisation are acceptable for negotiation.

Please do not incorporate legalisation clause in this Documentary Credit. We authorise you to debit our account towards legalisation fees as stipulated by the local authorities in the U.A.E.

Bill of Lading indicating shipment by the following lines are not acceptable:

.....

(Applicable for sea shipment only)

Additional conditions/instructions:

We undertake to honour and abide by the terms and conditions stipulated in the Undertaking regarding Documentary Credits or the General Undertaking on Documentary Letters of Credit, Documentary Collections and Shipping Guarantees, or any subsequent revision thereof which has been signed by us and provided to you as a continuing security.

Where confirmation by correspondent bank and/or provision of direct reimbursement facility and/or deletion and/or modification of Bank's own clause(s) is/are sought, we additionally undertake and agree to indemnify you and hold you harmless against all costs, liabilities, losses, claims and actions of whatever nature arising there from. Without limiting the generality of this indemnity we specifically agree to reimburse you on demand any amount(s) claimed and debited by the negotiating bank notwithstanding the fact that the documents presented may not be in conformity with the terms and conditions of this Documentary Credit.

For issuance of Documentary Credit showing a party other than the Account Holder as 'Applicant', we additionally undertake and agree to indemnify you and hold you harmless against all costs, liabilities, losses, claims and actions of whatever nature arising there from. Without limiting the generality of this indemnity we specifically agree to reimburse you on demand any amount(s) claimed and debited by the negotiating bank in complying with our subject request to issue a Documentary Credit with

(indicate name and address of third party applicant) as the applicant. (A no objection letter issued in the letter-head of the third party applicant with their signature thereon verified by their bankers is attached)

We hereby irrevocably authorise you to set-off all/any of our current accounts with you for all charges and payments under this documentary credit or any liability arising out of this documentary credit.

We agree that this Documentary Credit shall be issued subject to the Uniform Customs and Practice for Documentary Credits (2007 revision) ICC Publication No.600 or any subsequent revision(s) thereof.

Please debit our below mentioned account with applicable charges and margin.

"Schedule 1 Form of Purchase Application" is attached for Murabaha. Yes No

This complete set of application consists of 5 pages.

Authorised Signature(s): Account Name:

Date:

D	D	M	M	Y	Y

Account Number:

Contact Person: Tel: Fax:

Schedule 1 - Form of Purchase Application Form

To be filled in for Murabaha only

From:

To: National Bank of Fujairah PJSC, Islamic Banking Division

Date:

D	D	M	M	Y	Y

Dear Sirs,

Murabaha Facility Agreement (Import Finance)

dated..... (the "Agreement")

1. We refer to the Agreement.
2. This is a Purchase Application Form. Terms defined in the Agreement have the same meaning in this Purchase Application Form.
3. We hereby notify you pursuant to Clause 3.1 of the Agreement that we wish to purchase the Goods in accordance with the Documentary Credit Opening Notice and Pro Forma Invoice attached hereto.
4. We hereby irrevocably undertake to conclude a Murabaha Contract with you and purchase the Goods listed below at the Murabaha Price being the aggregate of the Cost Price and the Murabaha Profit.
5. We further undertake to fully compensate you for any losses or damages sustained by you as a result of our breach of the above undertaking.
6. If you wish to proceed, kindly conclude the purchase of the Goods from the Supplier on your own capacity and send us your Transaction Approval in accordance with Clause 3.1 of the Agreement.
7. Upon receipt of your Transaction Approval and subject to Delivery of the Goods having been effected, we hereby irrevocably and unconditionally undertake to provide you our Offer Notice.
8. Any down payment (hamish jiddiyah) or any other deposit paid by us to you shall serve as a security deposit to secure my/our promise to purchase the Goods ("Deposit"). In the event that we do not purchase the Goods from you upon your acquisition thereof:
 - (a) you shall be entitled to sell the Goods and apply the proceeds of such sale towards recovering all costs, fees and losses actually incurred by you as a result of our failure to purchase the Goods; and/or
 - (b) in the event of you suffering a loss due to our failure to purchase the Goods, in addition to (a) above, you may apply the Deposit towards your costs and return the balance (if any) to us.
9. You are hereby authorised to debit the amount of.....from our account number.....as an earnest guarantee on the understanding that such sum shall be deducted from the Cost Price (which deduction shall be disregarded in the calculation of the Murabaha Profit).
10. The Goods are described (below/in the attached Pro Forma Invoice):

Type:	<input type="text"/>	Quantity:	<input type="text"/>
Location:	<input type="text"/>	Price per Unit:	<input type="text"/>
Supplier: Name	<input type="text"/>		
Address:	<input type="text"/>		
Place of Delivery:	<input type="text"/>		

For and on behalf of

Authorised signatory for

Transaction Approval

We refer to the Agreement and to the Purchase Application Form as set out above. With reference to the agency agreement dated, we authorise you to purchase the Goods described in the Purchase Application Form upon the terms stated therein.

Subject to you complying with the terms of the Agreement, the Cost Price in the amount of [insert currency and amount] shall be paid by the Bank to the supplier/advising Bank notified by you.

Signed by:

Authorised signatory for

National Bank of Fujairah PJSC, Islamic Banking Division