



## GENERAL CONDITIONS GOVERNING OUR LETTERS OF CREDIT

I/We undersigned accept the general conditions here below printed.

1. To accept and pay immediately on receipt of your intimation calling me/us to accept or make payment, or on presentation, all bills drawn on me/us pursuant hereto with interest at your rate from the date of each bill till the approximate date of arrival of the return remittance at place of cover and I/we hereby authorise you to debit my/our account with amount of such bills, interest, penal interest and all letters you and your agents charge and commission and all expenses incurred by you or your agents in connection with this account of credit and of the goods covered thereby and I/We hereby agree to undertake to keep my/our account in funds for the purpose. I/We further undertake to reimburse you for all amounts negotiated under this credit to the extent of the aggregate amount specified herein or increased or decreased by virtue of subsequent amendments. In this connection it is expressly understood and agreed by me/us that the Exchange Rate to be applied for ascertaining the equivalent Bangladesh Take value of all bills drawn under this credit will be the Ready Exchange Rate ruling on the date of Negotiation/Lodgement or otherwise applicable is agreed upon by a Forward Exchange Contract entered into by me/us with you or applicable as per existing rules.

2. I/We the undersigned hereby give you specific claim and lien of all goods and merchandise (and the proceeds hereof) relative to which you or your Agents may have negotiated or come under any engagement to negotiate bills and documents by virtue of this creditor otherwise on all Policies of insurance, Monies to an amount sufficient to cover your advances or engagements under this credits and Bills of Lading, R/Rs, and Air Freight consignment Notes and all other documents for the same and with full power and authority to take possession and dispose of the same at your discretion without notice to me/us for your security or reimbursement and charge me/us with all expenses and other disbursements. Your Current account shall be conclusive evidence against me/us of the amount of any shortfall which I/we hereby undertake to pay on demand.

3. In case I/we the undersigned fail or make delay in the retirement and payment at sight of the bills or on being called upon to pay on maturity of the bills drawn hereunder you will have the right to get the goods cleared from the customers and stored at our cost and risks through your approved Clearing Agents and the amount of all the clearing expenses, penalty, demurrage, and all other expenses incurred in this connection will be for our account and the goods and the proceeds of all sales thereof and all insurance's thereon and all other rights shall be a security to you for all obligations incurred by you, or your Agents under or in connection with this credit either by way of acceptance or for disbursement for cost, freight, insurance's any other changes payable in respect of the bills or otherwise (which we hereby authorise you to pay for our account) and for all our liabilities to you present and future.

4. I/We the undersigned assume all risks of acts of the user of this credit who are hereby accepted as my/our Agents together with all responsibility for the character, kind, quality, quantity delivery or existence of the merchandise purporting to be represented by any documents and/or for any difference in character, quality, quantity, of the merchandise shipped under this credit from that expressed in any invoice accompanying any of the said draft, and/or validity, genuineness, sufficient from our correctness of any documents even if such documents should in fact prove to be in any respect incorrect, defective, irregular, fraudulent or forged, and/or for the time Place manner or order in which shipment is made and/or for partial or incomplete shipment and/or failure or omission to ship any or all of the merchandise referred to in the credit, and/or for the character adequacy, validity or genuineness of any insurance policy or certificate of insurance or the solvency or responsibility of any insurer, or other risks connected with insurance and/or for any delay, default, fraud, or deviation from instructions of the shipper or any one else in connection with the said merchandise or the shipping or other documents with respect thereto, and/or for delay in arrival or failure to arrive either of the merchandise or of any of the said documents, and/or for any breach of contract between the shipper or vendors and the undersigned will hold you harmless for all loss or damage in respect of any such matters and for any or all damages or losses whatever suffered by you by reason of any and all action taken by your agents, or correspondents in good faith or in furtherance of you above request or due to errors, omission, interruption of delay, in transmission or delivery of any and all messages, by mail, cable telegraph, or otherwise, whether, or not the same be in cypher.

5. I/We the undersigned agree to give you on demand any further or other security you may require, and further agree that any and all other funds, credits, instruments, properties and securities and proceeds thereof including also any and all collection items and proceeds thereof now hereafter handed to you or for any purpose left in your possession by the undersigned or for their account or at their disposal, or in transit to or from you by mail or carrier, for any of the said purpose are hereby made security for this obligation and also for any and all other obligations and/or liabilities absolute or contingent due or not due, which are at any time owing by me/us to you and may be held or disposed of as you may deem fit and applied to forward payment of any all obligations and such liabilities all of which in the event of default by me/us in any part thereof or of bankruptcy or insolvency receiver-ship or general assignment at the undersigned, shall subject to your option forthwith become due and payable and the undersigned hereby authorise if any obligation covered by this instrument or any other indebted fines due from the undersigned to you shall not be punctually met forthwith without demand or notice or advertisement or any kind all of which are hereby expressly waived, to sell or otherwise dispose of the whole or any part of the said funds, credits, instruments, property, security, arrived and/or to arrive at any broker exchange or by public or private sale or otherwise dispose of the whole or any part of the said funds, credits, instruments, property, security, arrived and/or to arrive at any broker exchange or by public or private sale or otherwise at your option with permission to yourself to become the purchasers in whole or in part, without accountability save for the purchase price and/or liabilities of the undersigned to you however arising.

6. I/We undersigned hereby further expressly agree that we shall hold you harmless in the event of the cargo or merchandise covered by the shipping documents being damaged or detained, lost or captured by reason of the state of War or on grounds of contraband or otherwise or by reason of frustration or the voyage caused by reasons which absolve the Insurance Company from the Policy or Insurance issued on the cargo or merchandise to the content that I/we shall keep you indemnified against such loss or damage and will unconditionally pay the amount of the bills negotiated by you or your Agents on my/our account and at my/our risk.

7. That this obligation is to continue in force and shall not be determined of any way prejudiced by any absorption of your Bank or any amalgamation thereof or otherwise or by any change in the name style and constitution of any of the parties to this contract or of the users of this credit whether by or in consequences of retirement death or admission of partner, incorporation amalgamation or otherwise or by the sale or transfer by any of the parties to this contract or by the users of the credit whole or that part of business and or contractor's contract for, or in respect of, or in connection with which this credit has been obtained or opened but shall insure and be available for all intents and purpose for any by any absorbing or amalgamation company or concern as if any resulting or purchasing firm, company or concern or firm, to which such transfer has been the one which was a party to this contract or the users of this credit.

8. I/We hereby agree in that event of any extension of the maturity, or time for payment or of presentation of draft, acceptances or of documents or any other modification of the terms of the credit at the request of any of us with or without notification to the other, or in the event of any increase in the amount of the credit at my/our request this agreement shall be binding upon me/us with regard to the credit so increased or otherwise modified to payments, drafts, documents and property covered thereby and to any action taken by your or any of your correspondents or agents in accordance with such extension increase or other modifications.

9. I/We do hereby expressly agree to comply immediately with all the requirements of the Import Trade Regulations or the Exchange Control Regulations and I/we shall further hold you absolutely free from all liabilities incidental to loss, or seizure of or interference with the relative goods or merchandise from whatever cause. I/We further agree to cause to be procured to you promptly the necessary Import of Export or other License or any other documents for the said merchandise required under the Trade Regulations or Exchange Control Regulations of the Importing or exporting or enroute country.

10. It is expressly understood and agreed by me/us that on no account shall any claim be made against you or your agent after the bills drawn under this credit are retired by me/us.

11. I/We have applied to your for establishment of this credit without the explicit understanding that the bills drawn here under will be paid by me/us on the date and that on no account shall I/we request you for that facilities of clearance or storage of the relative goods or for loan facilities, without making arrangements with you in this respect prior to the opening of the Letter of Credit.

12. This Credit opened under the terms and conditions specified herein, as well as the terms and conditions set-forth herein, will be binding on me/us and are to be considered irrevocable on our part.

13. In case then bill/s are not retired by us on presentation, the Bank is authorised to charge interest at -% without monthly rests on the amount due from the date of such presentation to the date or retirement of such bill/s by us.

14. We understand that this credit is subject to Uniforms Customs and Practice for Documentary Credits (1993) Revision, International Chamber of Commerce publication No. 500.

Yours faithfully