APPLICATION FOR ISSUING LETTERS OF CREDIT

Bank's Reference No: _____ A/C No: ☐☐☐ ☐☐☐ ☐☐☐☐☐☐☐ ☐☐ Date: _____

☐ LC Under Cash payment ☐ LC Under Murabaha Transaction ☐ LC Under Wakala Murabaha Transaction

☐ Special LC Type (If Any) : ☐ LC Draft Required ☐ Revolving ☐ Transferable ☐ Service

Applicant name and address: _____

_____

Beneficiary name and address: _____

_____

Advising Bank (full details): _____ Swift Code: _____

LC Available With (Bank Details): _____ Swift Code: _____

Currency/ Amount (No's/Words): _____

_____

☐ About: _____ %

Date of Expiry _____ /_____ /_____ Place of Expiry _____ Last Shipment Date: _____ /_____ /_____

Transportation: From _____ To _____

Partial Shipment: ☐ Allowed ☐ Not Allowed Transhipment: ☐ Allowed ☐ Not Allowed

Payment Terms: ☐ Sight ☐ Usance ☐ Mixed Payment

☐ _____ Days from ☐ B/L ☐ AWB ☐ TCN ☐ Invoice ☐ Delivery ☐ other specify _____

Delivery Terms: ☐ EXW ☐ DAT ☐ FCA ☐ FAS ☐ FOB ☐ CFR ☐ CPT ☐ CIP ☐ CIF ☐ DAP ☐ DDP

☐ LOCAL DELIVERY (_____)

Shipping Marks: _____

Brief Description of Goods: _____

_____

Proforma Invoice / Purchase order No: _____ Dated: _____

Documents Required:

☐ Commercial Invoice: ☐ Originals ☐ Copies

☐ Packing List: ☐ Originals ☐ Copies

☐ Certificate of Origin: Origin of goods _____ Issued by _____

☐ Certificate of Weight ☐ Specification List ☐ Health Certificate ☐ Mill Test Certificate ☐ Certificate of Analysis

☐ Others (Specify) _____

Dubai Islamic Bank Public Joint Stock Company, licensed and regulated by the Central Bank of the UAE

Transport Document:

☐ Bill of Lading ☐ Airway bill ☐ Charter party Bill of Lading ☐ Truck Consignment note

☐ Forwarders Certificate of Receipt (FCR)

Mark ☐ Freight Prepaid ☐ Freight Collect ☐ Showing Notify : _____

_____

☐ Delivery Order/Note ☐ Signed by Applicant's Authorized Representatives ☐ Singly ☐ Jointly

1) Name : _____ Signature _____

2) Name : _____ Signature _____

Insurance / Takaful: ☐ Arranged by Beneficiary ☐ Arranged by Applicant

Please place the insurance details/stamp (if applicable).

Pre - Shipment Inspection: ☐ Required ☐ Not required

Applicable only if the pre-shipment as per Dubai Islamic Bank's standard format is not required

Please do not include pre-shipment inspection certificate clause in my / our letters of credit at my / our full risk and responsibility as I / We do not want inspection of the goods before shipment/delivery. I/We hereby undertake to accept the goods as shipped under my / our Letters of Credit without any pre-shipment inspection at beneficiary's place. I / We will not object or refuse if there is any irregularity on the goods shipped and I / We will settle the matter directly with the supplier(s) if required.

Period of Presentation: ☐ _____ days from Shipment ☐ Invoice ☐ Transport Docs ☐ Within the validity of the credit

Charges Details*: ☐ On Applicant account ☐ On Beneficiary's account

* In accordance with the Schedule of Charges (including Service Fee and/or issuance cost for the Services to be provided by Dubai Islamic Bank).

☐ Applicant bank charges on applicant account and all other charges on beneficiary account.

☐ Other _____

Legalisation : ☐ on Applicant account ☐ on Beneficiary account

☐ Legalisation deduct from proceeds (Beneficiary)

☐ Free Zone Undertaking held (only for FZ Companies) ☐ Goods in Transit ☐ Goods for Re-Export

☐ Third Port Shipment End User/ Ultimate Buyer _____

This information will not be mentioned in the LC and it's requested only for KYC/Compliance purposes and the same will be treated/held in DIB records with utmost confidentiality.

Confirmation: ☐ May Add ☐ Confirm ☐ Without

Confirmation Charges: ☐ on Applicant account ☐ on Beneficiary account

Promise To Purchase (Applicable for LC under Morabaha Transaction)

This promise to purchase ("Promise") is made on this day ( ) of ( ) at ( ) by ( ) of ( ) ("Promisor") in favour of Dubai Islamic Bank PJSC ("Beneficiary").

Recitals

Whereas the Promisor wishes to purchase the goods as more particularly described in the ☐ Purchase Requisition / ☐ Proforma Invoice / ☐ Quotation / ☐ Offer (delete as applicable) ("Goods") submitted to the Beneficiary on ( ) and annexed herewith as Schedule No.1

1. The Promisor hereby irrevocably and unconditionally undertakes to purchase the Goods from the Beneficiary after the Beneficiary has acquired title to, and possession of, the Goods. The Promisor hereby undertakes that immediately upon receipt of the notice (through any recognized means provided the same is accessible so as to be usable for subsequent reference and evidence) from the Beneficiary of the readiness of the Goods, the Promisor shall forthwith purchase the Goods by signing the Murabaha contract (substantially in the form set out in Schedule 2 ("Murabaha Contract") and take delivery of the Goods upon the terms and conditions of this promise and the Murabaha Contract (to be executed).

2. The sale of the Goods in accordance with the terms of this Promise shall be on Murabaha basis, and at the sale price ("Sale Price") calculated as follows:

2.1 Amount of total cost of goods (including purchase price / ☐ Proforma Invoice / ☐ Quotation / ☐ Offer and expense of the Beneficiary) (delete as applicable); plus

2.2 Beneficiary's promised profit calculated at ( ) % p.a. on the amount specified in (2.1) above after deducting Security Deposit / Cash Margin (if any).

2.3 The net Sale Price shall be paid by the Promisor in ☐ monthly / ☐ quarterly / ☐ annual / ☐ bi-annual / ☐ one bullet payment (delete as applicable) installments and in the manner and/or in accordance with the terms of the Murabaha Contract.

3. The Promisor undertakes to offer the following security (the "Security Deposit") to secure its obligations under the Murabaha in respect of the Sale Price:

3.1 Cash margin for an amount of _____ (the "Cash Margin"); and

3.2 Lien or pledge or any other or any form on encumbrance on the account number _____.

4. The Murabaha Contract shall, inter alia, include the following main terms:

4.1 The Promisor shall bear all the charges including but not limited to charges and fees in relation to registration, taxes (including VAT), Customs duties, port clearance (if any) and the cost of transportation of the Goods from the port of destination to the Promisor's warehouse (if not included in paragraph 2.1). The Promisor shall not have the right to claim any of the aforesaid charges from the Beneficiary.

The Promisor shall not have the right to claim any of the aforesaid charges from the Beneficiary.

4.2 The Promisor shall bear all ownership risks after acquiring the title to, and actual or constructive possession of, the Goods.

وعد بالشراء (ينطبق على خطاب الاعتماد الخاص بالمرابحة)

إنه في هذا اليوم ( ) تم إصدار هذا الوعد بالشراء في تاريخ ( ) ( ) من قبل ( ) عن ( ) ("الواعد") لصالح بنك دبي الإسلامي ش.م.ع ("المستفيد").

تمهيد

حيث إن الواعد في شراء البضاعة المبين مواصفاتها في طلب ☐ الشراء / ☐ الفاتورة المبدئية / ☐ عرض الأسعار / ☐ العرض (اشطب ماينا سب) لـ ("البضاعة") المقدم للمستفيد بتاريخ ( ) والمرفق بهذا الوعد كملحق رقم 1.

1. يتعهد الواعد، تعهداً غير مشروطاً وغير قابل للرجوع عنه، بشراء البضاعة من المستفيد بعد امتلاك الأخير للبضاعة وحيازته لها، ويتعهد الواعد بموجبه - بعد استلامه إشعاراً (بواسطة أي طريقة معروفة، بشرط أن تكون ممكنة الوصول إليها لاحقاً كمرجع ودليل إثبات) من المستفيد يفيد بأن البضاعة جاهزة - أن يقوم فوراً بشراء البضاعة بتوقيعه على عقد المرابحة (وفق النموذج المرفق بهذا الوعد كملحق رقم 2 («عقد المرابحة») وأن يقوم باستلام البضاعة وفق الشروط والبنود الواردة في هذا الوعد وفي عقد المرابحة.

2. يتم البيع محل هذا الوعد على أساس المرابحة وفق شروط وأحكام هذا الوعد، بثمن البيع («ثمن البيع») الذي يتم حسابه على النحو التالي:

2.1 التكلفة الإجمالية للبضاعة (وتشمل ثمن الشراء ☐ / الفاتورة المبدئية / ☐ عرض الأسعار / ☐ العرض ، والتكلفة التي تكبدها المستفيد (اشطب حيث يناسب)؛ مضافاً إليها:

2.2 أرباح المستفيد المقدرة بـ ( ) - سنوياً على المبلغ المحدد في فقرة (2.1) عاليه، وذلك بعد خصم هامش الجديه/ مبلغ الضمان (إن وُجدت).

2.3 يقوم الواعد بسداد صافي ثمن البيع على عدد ☐ قسط شهرياً / ☐ ربع سنوياً / ☐ نصف سنوياً / ☐ سنوياً / ☐ دفعة واحدة) (اشطب حيث يناسب) وعلى النحو /و/أو وفق شروط وأحكام عقد المرابحة.

3. يتعهد الواعد بتقديم الضمانات التاليه (هامش الضمان) للوفاء بالتزاماته المترتبه علي المرابحه بخصوص سعر البيع:

3.1 تأمين نقدي بمبلغ _____ (التأمين النقدي) .

3.2 حجز مبلغ على وديعه أو أي رهن أو حجز على الودائع أو الحسابات رقم _____.

4. يشمل عقد المرابحة، من ضمن أشياء أخرى، الشروط الأساسية التالية:

4.1 يتحمل الواعد كافة النفقات بما فيها، وليست مقصورة على نفقات وأجور التسجيل و الضرائب (متضمنة الضريبة المضافة)، والرسوم الجمركية، والتخليص (إن وُجدت) ومصاريف نقل البضاعة من ميناء الوصول حتي مخازن الواعد بالشراء (إذا لم تتضمنها فقرة رقم 2.1). ولا يحق للواعد مطالبة المستفيد بأي من تلك المصاريف والأجور.

ولايحق للواعد مطالبة المستفيد بأي من تلك المصاريف

والأجور.

4.2 يتحمل الواعد وحدة كافة مخاطر تملك البضاعة و حيازتها فعلا أو حكماً.

5. If the Promisor withdraws from executing the transaction before the Beneficiary acquires the Goods, the Promisor shall:

(i) immediately and unconditionally refund the advance amount paid by the principal (Beneficiary), which was paid directly to the Agent (Promisor) / indirectly to the seller/supplier for and on behalf of the Agent (Promisor), in order to enable the Agent (Promisor) to purchase the Goods in accordance with the terms of the Master Agency Agreement; and

(ii) also bear all actual administrative expenses incurred by the Beneficiary till that date. These administrative expenses shall be deducted from the Security Deposit / Cash Margin and the Promisor shall be responsible to compensate and/or indemnify the Beneficiary if this amount is not sufficient.

In addition to the above, the Promisor undertakes to pay the actual loss to the Beneficiary arising out of its withdrawal from this Promise..

6. If the Promisor refuses to purchase the Goods after the Beneficiary has purchased the Goods, the Beneficiary is entitled to sell the same and get the actual cost thereof. If the sale proceeds exceed the Beneficiary's costs and expenses, such excess will be the sole right of the Beneficiary in its capacity as the owner of the Goods, and in case the proceeds are insufficient to cover the costs and expenses of the Beneficiary, the Promisor shall be liable to pay the shortfall to the Beneficiary.

7. In the event that the supplier fails to supply and / deliver the Goods to the Beneficiary on time, the Promisor acknowledges that it will not hold the Beneficiary liable for late delivery or failure to deliver or for non-execution of the order by the supplier.

8. The Promisor has paid ( )
to the Beneficiary being security deposit as a security for any consequent liabilities of the Promisor arising out of the Promise (including but not limited to the circumstances specified in paragraphs 5 and 6). Upon conclusion of the Murabaha Contract, the security deposit shall be adjusted in the Sale Price as per paragraph 2.

9. This Promise is governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates

10. The courts of Dubai shall have non- exclusive jurisdiction on any dispute arising out of or in connection with this Purchase Undertaking.

11. This promise shall be valid till full and final settlement of all outstanding liabilities booked under related Letter of Credit / Collection Document.

IN WITNESS WHEREOF this Promise is executed by the Promisor and is intended to be and is hereby delivered by it on the date specified above.

Promisor Signature:

Witness:

1.

2.

5. إذا انسحب الواعد من تنفيذ المعاملة قبل أن يحصل المستفيد على البضاعة، يتوجب على الواعد أن:

(i) يرد المبلغ المدفوع مقدماً من قبل الموكل (المستفيد) على الفور ودون قيد أو شرط، والذي تم دفعه مباشرة إلى الوكيل (الواعد) وبشكل غير مباشر إلى البائع/ المورد بالنيابة عن الوكيل (الواعد)، لكي يتمكن الوكيل (الواعد) من شراء البضائع وفقاً لشروط اتفاقية الوكالة الرئيسية؛ و

(ii) يتحمل أيضا جميع المصاريف الإدارية الفعليه التي يتكبدها المستفيد حتى ذلك التاريخ. ويتم خصم كافة المصروفات الإدارية من مبلغ الضمان / الهامش النقدي. كما يتحمل الواعد المسؤولية المتمثلة في تعويض المستفيد في حال عدم كفاية المبلغ المذكور.

بالإضافة إلى ما سبق، يتعهد الواعد بتعويض المستفيد عن الخسارة الفعلية الناجمة عن انسحابه من الوعد الماثل.

6. إذا امتنع الواعد عن شراء البضاعة بعد شراء المستفيد لها، فإنه يحق للمستفيد بيع البضاعة واستيفاء مصاريفه الفعلية من ثمنها، ومازاد عنها يكون ملكاً خالصاً للمستفيد بصفته مالك البضاعة، وإذا لم يكف الثمن عن تعويض الأضرار والنفقات التي تكبدها المستفيد، فان الواعد يتحمل دفع المبلغ المتبقي للمستفيد.

7. في حالة عجز المورد عن تسليم البضاعة للمستفيد في الموعد المحدد، يقر الواعد بعدم تحميل المستفيد أية مسؤولية عن التأخير في التسليم أو عدم تنفيذ الأمر من قبل المورد.

8. قام الواعد بدفع ( )
مبلغ الضمان للمستفيد ضماناً لأية التزامات على الواعد بموجب الوعد (بما فيها، وليست مقصورة على، الحالات الوارده في الفقرتين رقم 5 و ٦). وفور إبرام عقد المرابحة، فإنه يتم تسوية مبلغ الضمان مع ثمن البيع حسب ما ورد في الفقرة رقم 2.

9. **يخضع هذا الوعد لـــ، ويُفسر بموجب، قوانين إمارة دبي والقوانين الاتحادية السائدة في الإمارات العربية المتحدة.**

10. **تتمتع محاكم دبي صلاحية البت والفصل النهائي في الخلافات الناجمة أو المتعلقة بهذا الوعد.**

11. يظل هذا الوعد ساري المفعول لحين التسوية الكاملة والنهائية لجميع الالتزامات المحجوزة بموجب الاعتماد المستندي / مستندات التحصيل ذات الصلة.

وإشهاداً على ما تقدم أصدر الواعد هذا الوعد بكامل أهليته المعتبره بالمعنى المراد له، وتم تسليمه بالتاريخ المذكور أعلاه.

توقيع الواعد:

الشاهد:

.1

.2

GENERAL TERMS AND CONDITIONS

A. The Applicant hereby appoints Dubai Islamic Bank "PJSC" (Bank) to provide any or a combination of the following Services being rendered in relation to the issuing / opening of the Letters of Credit (the Services):

(i) Credit assessment of the Applicant;
(ii) Review of the documentation pertaining to the issuance / renewal of the Letter of Credit;
(iii) Provision of the documentation for the issuance / renewal of the Letter of Credit;
(iv) Coordination with other counterparties for the issuance / renewal of the Letter of Credit;
(v) Assessing and processing of the claim under the Letter of Credit;
(vi) Other services (other than the Funding Facility (as defined under clause C below) or the guarantee facility per se) agreed with the Applicant.

B. In consideration for the Services to be rendered by Dubai Islamic Bank's in relation to the issuing/opening the Letters of Credit on the terms and conditions/descriptions, I / We hereby undertake to pay to Dubai Islamic Bank/Dubai Islamic Bank's representatives, successors and assigns all monies paid by Dubai Islamic Bank or Dubai Islamic Bank's agents in pursuance of these Letters of Credit together with any service fee and/or issuance cost (as further detailed in the attached Schedule of Charges) (the Service Fee) in relation to the Services. I / We hereby authorize Dubai Islamic Bank to charge account(s) belonging to me / us with all monies paid for which Dubai Islamic Bank is liable under these credit. In doing this, Dubai Islamic Bank may at any time and without notice to me / us, combine and/or consolidate all or any of my / our accounts and set-off or transfer any sums standing to the credit of any or more of such account(s) in or toward satisfaction of any of my / our liabilities to Dubai Islamic Bank including but not limited to the one related to the credits whether the same be actual or contingent, primary or collateral, several or joint. I/We agree that we will pay the Issuance Cost and the Services Fee as Calculated and communicated to me / us in accordance with the mechanism set out above and subject to maximum threshold.

C. All goods, Bills of Lading, Warrants, Delivery Orders, Documents of Title and Security whatsoever which have been or shall be hereafter delivered to Dubai Islamic Bank's possession or to possession of Dubai Islamic Bank's agents as a result of opening or in connection with any transaction under the credits, shall be pledged to Dubai Islamic Bank as a security for all payments made or which may be made by Dubai Islamic Bank or by Dubai Islamic Bank's agents under the credits together with Service Fee and/or issuance cost and other customary charges. I / We also undertake to deposit with Dubai Islamic Bank, from time to time further collaterals/securities as and when Dubai Islamic Bank may require in the event of market value of goods or of any other security under the credits. However, Dubai Islamic Bank shall be at liberty at its discretion at any time without notice to me / us to sell or to be sold any merchandise under the credits and/or the aforesaid security in such manner and at such time and places as Dubai Islamic Bank shall think appropriate either by public auction or by private sale at Dubai Islamic Bank's option and to apply net proceeds towards reimbursement or payments under the credits and I / We also agree to pay to Dubai Islamic Bank, on demand the amount of any deficiency in this regard accepting Dubai Islamic Bank's account as conclusive evidence of the amount due by me / us to Dubai Islamic Bank.

D. For LC Under Cash Payment, It is agreed that my / our liability hereunder is not affected in any manner whatsoever and Dubai Islamic Bank will not be responsible for any loss or damage which may happen to any such merchandise during its transit and/or after its arrival, and/or the non-insurance/takaful or improper or inadequate insurance/takaful thereof and/or any deficiency in the quantity, quality, weight or value thereof and/or stoppage or detention thereof by the shipper or any other person whosoever.

E. I / We undertake to keep Dubai Islamic Bank covered against fire and other risks after expiry of the insurance / takaful under the Letters of credit and in case of loss, the amount due under all such policies shall be paid over to Dubai Islamic Bank and Dubai Islamic Bank is hereby authorized to collect such amount due under such insurance / takaful.

F. It is clearly understood and agreed by me / us that neither Dubai Islamic Bank nor Dubai Islamic Bank's agents shall be in any way responsible for the description, quality, quantity, value or delivery of any such goods (as long as the Goods are in conformity with the description provided in the Applicant's Promise to Purchase, issued on or about the date of the Application, in the case of L/C under Murabaha Transaction) nor the correctness, genuineness, regularity or validity of any draft or documents under the credits nor the general or particular conditions stipulated in any documents nor the delay or deviation from instructions in regard to shipment.

G. I / We further declare that this agreement shall not be affected by my death (if the Applicant is an individual) or my / our liquidation or bankruptcy or dissolution (if the Applicant is a corporate entity/firm/ partnership) but shall remain in full force and effect and shall continue to be binding notwithstanding any changes which may from time to time take place by death or otherwise however in the partners or constitution of my / our firm/company and/or bank and that this agreement does not supersede but is in addition to any letter of pledge/hypothecation and/or other documents already signed or which may hereafter be signed by me / us in Dubai Islamic Bank's favour.

H. It is understood and agreed that all instructions and correspondence relating to the credits are to be sent at my / our risk and that Dubai Islamic Bank do not assume any responsibility for any inaccuracy, interruption in transmission by telegraph or cable or telex or delivery by post/courier.

I. All Letters of Credit will be subject to the latest version of ICC Publications currently in practice including but not limited to the Uniform Customs and Practice for Documentary Credits (2007 revision) International Chamber of Commerce Brochure No. 600, ISBP P821E, URR 725, INCOTERMS 2020, which we have read and understood completely.

J. It is understood that Dubai Islamic Bank has the full right to preclude from any transactions at any point in time where it find necessary to adhere with the Compliance/Sanction/Law of Land as required.

K. **These General Terms and Conditions shall be governed and construed in accordance with the laws of the Emirates of Dubai, and applicable federal laws of The United Arab Emirates, including specifically Part Six of Federal Law No. 50 of 2022 relating to Commercial Transactions of Islamic Financial Instituitions.**

L. **The UAE Courts shall have exclusive jurisdiction in respect of any dispute arising under these General Terms and Conditions.**

M. The Applicant hereby accepts its appointment as the Bank's agent (Wakil) to arrange insurance/takaful for the goods on behalf of the Bank, in accordance with the Bank's requirements. (Applicable to LC under Murabaha / Wakala Murabaha)

This credit is subject to UCP, ISBP and URR latest versions.

Company Name: _____

Contact Person: _____ Telephone : _____ Fax : _____

_____
Authorised Signature (s) (With Company Stamp)