

**DOCUMENTARY CREDITS
GENERAL APPLICATION FORM (CRE82A)
ENTITY OR INDIVIDUAL**



Date: (Choose)

To: **First National Bank of Botswana Limited (Reg. No. CO1119) (Acting through its division RMB Botswana) (“the Bank”)**

I/We hereby request the Bank to issue on my/our account irrevocable Documentary Credits (the Credits) for me/us and/or for any of the following persons, partnerships, close corporations, companies and trusts-

(each hereinafter referred to as “the selected party”) from time to time in the form used by the Bank in favour of the person(s), firm(s) or company(ies) (“the Beneficiary/ies”) whose names and addresses will be notified to the Bank as and when the Credits are required by me/us, authorising him/them to draw to the extent of the amounts and on the terms to be advised to you, subject however, to my/our complying with all the Bank’s requirements to the Bank’s satisfaction.

In consideration of the Bank so doing I/we hereby agree that the following conditions shall apply to all the Credits so issued by the Bank:

1. Where in terms of the Credits, payments are made by the Bank, I/we hereby agree to pay all drawings thereunder at sight or deferred date of maturity or accept drafts payable on maturity together with exchange, and applicable charges on or in connection with such payments and drafts
2. If payments are to be made by the Bank’s branches or correspondents or the drafts are to be drawn on the Bank’s branches or correspondents, I/we hereby agree to pay to the Bank the amount of such payments or drafts in their currency or in local currency at the current rate of exchange in sufficient time to permit transfer to the point at which payment was made on or before the date the payment was due or the draft was due. Should payments at the counters of the Bank’s branches or correspondents be effected before the funds in reimbursement arrive there, I/we undertake to pay the Bank interest at the rate that is applicable in the country where such payment is effected, for the period involved
3. Should the Bank elect to hand me/us the documents before payment for the purpose of clearing and releasing the shipment or shipments, or for any other purpose, I/we undertake in the meantime to hold such documents on the Bank’s behalf and to account to the Bank for the relative shipment or shipments, or the proceeds thereof
4. The Bank and its agents are not to be held responsible for the genuineness or correctness of any documents relating to the Credits, including the transport documents or any endorsements thereon or for any mistake or misrepresentation as to the quality, quantity, weight, marks or value of any merchandise comprised therein, or for the consignor’s or other charges on any such merchandise, nor as to the terms, conditions or sufficiency of the Insurance Policy or Certificate
5. The Bank will not be responsible for the sufficiency of the Policy(ies) for which the goods are insured, nor for any default of the insurers; furthermore the amount for which the goods are insured is to be held available to the Bank until payment made by me/us. I/We fully understand that in the event of any disputes arising between me/us and the beneficiaries of the Credits that I/we will have no right(s) whatsoever to countermand payment of any drawings under the Credits and if any such drawings are presented to the Bank for payment these will be honoured by the Bank on my/our behalf as if no such disputes exists and without any further reference to me/us

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In consideration of the Bank so doing I/we hereby agree that the following conditions shall apply to all the Credits so issued by the Bank:

6.	Failing fulfillment by me/us of any of the Bank's requirements, I/we empower the Bank to land, receive and insure the goods and to sell by public auction or otherwise, as the Bank deem fit and proper and without prejudice to the rights conferred upon the Bank by any of the other clauses hereof, the entire consignment for my/our account and risk, and in the Bank's discretion either to credit my/our account therewith or to apply the net proceeds (after deducting payment for freight, insurance, customs and excise duties, commission and all other charges) toward payment of any drawing or drawings honoured under the Credit(s)
7.	Should the Bank be required to land, receive and insure the goods, I/we undertake to hand to the Bank on demand a valid import permit for the purpose. I/We further undertake to pay on demand the amount of any deficiency on any such sale
8.	It is understood and agreed that all risks, including risks of currency exchange rate fluctuations, arising out of consequent on the issue of the Credits are to be borne by me/us alone and that the Bank and/or its agents are not to be held responsible for any errors or delays on the part of postal or telecommunication companies or authorities in the transmission of any instructions or correspondence regarding the Credits
9.	I/We agree to pay commission at the rates applicable for the duration of issue of the Credits, which commission please debit to my/our account, no refund being claimable by me/us in the event of the facility not being required, on any amount undrawn. I/We also agree to pay the Bank any commission and charges levied by the Bank's agents for their services on the Bank's behalf
10.	My/our liabilities to the Bank are to continue in force and to be applicable to all transactions entered into hereunder, notwithstanding any change in the composition of the firm or firms, parties hereto, or in the beneficiary/ies hereunder
11.	Any exercise by the Bank of its rights against me/us hereunder shall be without prejudice to any of the Bank's rights to proceed against any of the selected parties in respect of any credit issued by you at my/our request for such selected party
12.	If insurance is not to be effected by the Beneficiary/ies I/we undertake to effect such insurance and if so demanded by the Bank, to place in the Bank's hands, duly endorsed in blank, a Policy or Certificate of insurance
13.	I/We hereby agree that the Credit(s) the Bank issue on our behalf shall be subject to the terms and conditions of the Uniform Customs and practice for Documentary Credits published by the International Chamber of Commerce, 2007 Revision Publication number 600 and subsequent Revisions
14.	I/We hereby authorise the Bank to hold the documents called for by the terms of the Credits and the merchandise to which they relate and the relative insurances as security for all liabilities incurred by the Bank or the Bank's correspondents or agents in connection with the Credits including expenses and charges of whatever nature incurred in relation to the said merchandise or the obtaining of possession or the disposal thereof (which expenses and charges I/we authorise the Bank to incur and undertake to repay the Bank)
15.	I/We further agree to give the Bank any additional security that the Bank may from time to time require to cover my/our liabilities to the Bank under any Credit established in terms hereof
16.	At the Bank's option any claim arising hereunder may be recovered in any Magistrates' Court having jurisdiction over my/our person. Where such claim might otherwise exceed the jurisdiction of such court, it may be recovered in any division of the High Court of the Republic of Botswana as the Bank may elect and I/we hereby consent and submit to the jurisdiction of those Courts in respect of any such claim

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In consideration of the Bank so doing I/we hereby agree that the following conditions shall apply to all the Credits so issued by the Bank:

17.	In consideration for the Bank issuing the Credits as per our requirements the I/we acknowledge that the Bank must comply with local anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements. I/We further acknowledge that the Bank voluntarily subscribe to international anti-money laundering, counter terrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements
18.	The above may result in the prohibition, limitation, delay in the execution of instructions or transactions, the confiscation, withholding or embargo of payments and even in the declining or terminating any transaction or the business relationship with me/us. To the extent permitted, the Bank shall advise me/us of any action the Bank intend to take in terms hereof
19.	I/We acknowledge and confirm that neither the Bank nor its affiliates, employees, officers, or directors, shall be liable for any direct, indirect or consequential loss, damage, costs or expenses whatsoever that may be suffered or incurred by me/us as a result of, arising from or relating to any such prohibition, limitation, delay, decline or termination due to the implementation of this document
20.	I/We hereby choose domicilium citandi et executandi at the relative address set out hereunder or, in the case of a company, at its registered address
21.	This Indemnity shall be governed by and construed in accordance with the laws of Botswana and the Applicant confirms that the contents of this Indemnity have been explained to it and that it understands, accepts and is bound by its contents

Registered address:	
Postal Code:	

Signed at:	
On this the:	day of 20
For and behalf of the selected party:	
Registration no.:	

Full name and surname:	
Designation:	
ID no.:	
Signature: (Who warrants that he/she is duly authorised)	

Full name and surname:	
Designation:	
ID no.:	
Signature: (Who warrants that he/she is duly authorised)	