

**To:** National Australia Bank ABN 12 004 044 937 (NAB)

**From:**

(Customer or you or your)

**What this form is about**

You can use this form to give NAB instructions for processing attached trade documents under the following letter of credit (**Credit**):

Beneficiary	NAB Reference No.

**In all communications please quote the following details of the Credit:**

L/C no.	Dated	Issuing Bank
	/ /	

Applicant Name	Beneficiary's invoice/other reference number

**Other conditions apply to this form and to the instructions you give NAB**

The presentation to NAB of the Credit and Documents listed below is subject to:

- the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, Paris current as at the date of this form (**UCP**); and
- (where applicable), the Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation (**eUCP**).

Terms used but not defined in this form have the meaning given to them in the UCP and (where applicable) the eUCP.

“**Documents**” means any paper based document required by the Credit and, where the Credit is subject to eUCP, any electronic record which is presented in a format acceptable to NAB (including your notice that a presentation is complete).

We present:

1. **Credit** – the original Credit plus any and all amendments thereto (unless alternative arrangements have been agreed with NAB)
2. **Documents**

**Documents presented in paper based form** (indicate number of documents)

Draft	Comm- ercial invoice	Phyto Cert	Packing/ Weight list	Official Cert	Cert of Origin	Analysis Cert	Insurance document	Bill of Lading	Air Waybill	Beneficiary Cert	Inspection Cert	Notice of completeness

**Documents presented in electronic form\* acceptable to NAB**

Draft	Comm- ercial invoice	Phyto Cert	Packing/ Weight list	Official Cert	Cert of Origin	Analysis Cert	Insurance document	Bill of Lading	Air Waybill	Beneficiary Cert	Inspec cert	*Notice of Completeness

\* If any documents are presented in electronic form, a notice of completeness must be presented to signify when your document presentation is complete (refer Article e5(c), eUCP).

Other documents (please specify name and quantity)

**Draft/Drawing details**

Currency	Amount

Customer special Instructions for handling of Documents

**Instructions to NAB (select only one)**

You have been given the opportunity to read and agree to the General Terms and Conditions and the Financing Terms and Conditions below and instruct NAB as follows:

- Please credit proceeds to the Customer's account upon receiving payment from the Credit reimbursing bank.
- Please finance the Credit and Documents on a **full recourse** basis against the limit available to the Customer under its Overseas Bills Purchased facility or Trade Refinance facility (each a **Customer Facility**) until the full value of the Documents and any applicable, interest and bank charges is paid by the reimbursing bank. These instructions are subject to the Customer Facility terms and conditions.
- Please finance the Credit and Documents on a **limited recourse** basis, subject to bank and country limit availability and the applicable Financing Terms and Conditions below..
- Other (e.g. confirmation/silent confirmation if applicable). Refer individual export letter of credit confirmation offer documentation attached.

**Settlement Proceeds Instructions (select only one)**

- Credit (amount) \_\_\_\_\_ to Customer Foreign Currency Account no. \_\_\_\_\_
- Credit proceeds to Customer Australian Dollar BSB/account number \_\_\_\_\_  
applying the following exchange conversion details:
  - (amount) \_\_\_\_\_ Converted at spot rate
  - (amount) \_\_\_\_\_ Delivered under Forward Exchange Contract no. \_\_\_\_\_

Date  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Customer name	A.B.N.
_____	_____

Authorised Signature	Authorised Signature
X	X

Full Name (BLOCK LETTERS)	Full Name (BLOCK LETTERS)
_____	_____

Office Held	Office Held
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**General Terms and Conditions**

These General Terms and Conditions apply to this form and to all matters and transactions contemplated by this form:

1. NAB is managed, operated and processes customer information internationally and across its related entities (collectively, **NAB Group**). Information about you and/or the services provided by NAB to you (**Services**) may be provided to other entities within the NAB Group and transmitted between countries. You irrevocably consent to this occurring.
2. In relation to the Services you acknowledge and agree that:
  - (a) provision of the Services may involve a foreign branch, financial institution or other provider (who may or may not have been appointed by NAB);
  - (b) NAB is not obliged to do anything it considers may breach any trade or economic sanction, anti-money laundering or counter- terrorism financing law or regulation;
  - (c) disclosure of information about you may be required to give effect to the Services under any law, regulation, order by a court, government, regulatory or supervisory body, and you consent to NAB making any such disclosure; and
  - (d) if your presentation involves an electronic record permitted under the terms of the Credit, you must ensure it is in a format which NAB is able to receive and view in full.

To the extent permitted by law, NAB is not liable for and you release NAB from any liability in connection with the matters in these General Terms and Conditions. For the avoidance of doubt, nothing in this paragraph excludes any liability of NAB to the extent caused by NAB's gross negligence or wilful default in carrying out its obligations to you under this form. Any liability for loss which cannot be so excluded is limited to the cost of having the Services supplied again.

3. Fees and charges may be applicable for Services relating to the Credit. These are set out in NAB's Business Banking Fees: A Guide to Fees and Charges booklet or otherwise separately advised to you in writing.
4. You authorise each of the following persons to give and receive instructions to/from NAB (including verbal instructions) in relation to any matters or transactions contemplated by this form:

Contact name/s	Telephone number
_____	_____ ( ) _____

Email address/es  
\_\_\_\_\_

## Financing Terms and Conditions

If you have requested that the Credit and Documents be financed on a full recourse or limited recourse basis, these Financing Terms and Conditions also apply to this form and to all matters and transactions contemplated by this form.

1. You agree to pay NAB in immediately available funds all amounts owing and payable under this financing within 2 business days of written notice from NAB the amount is owing and payable.
2. You indemnify NAB for all liability, loss, costs and expenses incurred by NAB in connection with:
  - any breach of these Financing Terms and Conditions by you; and
  - your instructions and any act or omission of you relating to this financing, including any consequential and indirect losses and loss of profits.You don't have to indemnify NAB to the extent that any fraud, negligence or misconduct by NAB (or of NAB officers, employees, contractors or agents) contributed to the relevant liability, loss, costs and expenses being incurred.
3. The provision of finance for the Credit and Documents on a limited recourse basis is at NAB's discretion and is subject to:
  - (a) sufficient bank and country limit availability at time of receiving this document; and
  - (b) NAB being satisfied that the Credit and Documents are in order.
4. Your obligation to indemnify NAB set out in these Financing Terms and Conditions applies to the provision of finance for the Credit and Documents on a limited recourse basis only if:
  - (a) there is an alleged fraud or an illegal act committed by you or any of your officers; or
  - (b) an order of a court of competent jurisdiction prevents the issuing bank of the Credit (**Issuing Bank**) or the reimbursing bank from making payment under this Credit drawing.
5. NAB charges a margin over and above the NAB's current standard applicable lending interest rate dependent on the Credit drawing currency and term, until payment is received under the Credit. The applicable margin will be as set out in a separate agreement between you and NAB for a documentary letter of credit and/or trade refinance facility or otherwise agreed. In the absence of a formal agreement, a standard margin of 3.00% per annum will apply.

Fees, charges and interest are for the Customer's account and are non-refundable. This clause does not apply in respect of documentary letters of credit to which NAB has added its confirmation, which is separately documented.
6. When NAB makes the first payment to you under the Credit:
  - (a) NAB will be subrogated to, and entitled to the benefit of all your rights, title to and interest in and claims arising in respect of the following (each of which is a **Related Right**):
    - (i) the Documents negotiated by NAB under the Credit;
    - (ii) the goods to which the documents relate (**Goods**) and to the extent contractually and legally permitted, in the relevant contract of sale or supply; and
    - (iii) any insurance covering the Goods and proceeds of any disposal or other dealing distribution in connection with the Goods, and if such subrogation is ineffective for any reason, you will be deemed to have assigned to NAB on the date of first Payment, each Related Right;
  - (b) you represent and warrant to NAB that each Related Right is valid, binding and enforceable, free from any encumbrances and third party interests; and
  - (c) you agree to provide NAB with any other proof or claim to which you may be entitled in connection with the Related Rights, and prior to such time, that you will hold such rights on trust for NAB.
7. If the Issuing Bank of the Credit does not make payment to NAB under the Credit, then you must (if NAB reasonably requests and at NAB's expense):
  - (a) assist NAB in its recovery of payments and to resolve any discrepancies alleged by the Issuing Bank;
  - (b) commence legal proceedings to enforce recovery against the Issuing Bank and/or any other person NAB may reasonably require;
  - (c) pay over to NAB any amounts received by you from the Issuing Bank, or other person in connection with the Documents or Goods, Relevant Property and Related Rights and prior to doing so, hold such funds on trust for NAB.
8. NAB may seek to manage its risks in connection with the Credit, including by way of assignment, participation, insurance, guarantee or derivative transaction or any other arrangement entered into by NAB with third parties.
9. This form is governed by the laws of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.