

APPLICATION FOR DOCUMENTARY CREDIT

To Caisse: _____

TRANSIT
 POINT OF SERVICE
 INSTITUTION

We hereby authorize you to obtain from Caisse centrale Desjardins the issuance of an irrevocable documentary credit according to the present terms and conditions.
 (Please attach additional instructions to your application, if necessary)

1. Please issue a Documentary Credit <input type="checkbox"/> Confirm <input type="checkbox"/> Transferable	2. Date of expiry: _____ Contract no.: _____
3. Applicant (For account of - Full name and address): _____ Folio : <input type="checkbox"/> CAD <input type="checkbox"/> USD <input type="checkbox"/> Currency account Account number _____	4. Beneficiary (In favour of - Full name et address): _____ _____
5. Advising bank: _____	6. Currency and amount: _____ <input type="checkbox"/> Maximum <input type="checkbox"/> Approximately
8. Partial shipments <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	Transshipment <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed
9. Dispatch at: _____ Destination: _____	7. Payment terms (Drafts): <input type="checkbox"/> At sight <input type="checkbox"/> Time <input style="width: 50px;" type="text"/> <input style="width: 100px;" type="text"/> <small>(e.g. 30, 60, 90 or other)</small>
For 100% of invoice value (unless otherwise indicated) drawn at our option on CCD or our correspondent.	
10. No later than: _____	

Accompanied by the following documents (in duplicate unless otherwise indicated.) indicate by an "X".

11. Commercial invoice in _____ copy(ies)
12. Canada customs invoice in _____ copy(ies)
13. **Transport documents** (choose the appropriate box) Notify applicant (state if otherwise)
- a. (Sea) Full set of multimodal transport documents, clean, on board, made out to order, blank endorsed and marked: Freight prepaid Freight collect
- b. (Air) Air waybill consigned and marked: Caisse/branch CCD Freight prepaid Freight collect
- c. (Road) Truck bill of lading consigned to applicant and marked: Freight prepaid Freight collect
- d. Other: _____
14. Insurance Policy/Certificate in negotiable form, covering Institute Cargo clauses "ALL RISKS", Institute War, S.R.C.C. and T.P.N.D. clauses for _____ % of invoice value with claims, if any, payable in Canada.
15. Packing list in _____ copy(ies).
16. Certificate of origin indicating the country of origin.
17. **Other documents**

18. Brief description of merchandise _____
19. Terms of delivery: FOB CFR CIF EXW Other (specify) _____

20. Special conditions: All banking charges outside Canada are for the <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant In the event that these charges are refused by the beneficiary, the applicant remains liable for the payment thereof.
21. Documents to be presented within _____ days after the date of shipment within the validity of the credit.
22. <input type="checkbox"/> Please forward the credit to the beneficiary through one of your correspondents.

I/We fully understand that the documentary credit to be issued in response to this application will be subject to the "Uniform Customs and Practice for Documentary Credits" International Chamber of Commerce, and documents presented and conforming to these provisions will be acceptable unless the terms of this application specifically detail otherwise.

IMPORTANT: The agreement on the reverse of this form must be signed by the applicant.

_____ Applicant's Signature

_____ Date

TERMS AND CONDITIONS

In consideration of the issuance of Documentary Credit by the Caisse centrale Desjardins, its representatives or agents, according to the application hereof, the undersigned (hereinafter called the "Applicant") undertakes towards the caisse mentioned on the reverse side (hereinafter called the "Caisse") as follows:

1. To provide for all bills which shall be drawn and accepted under the said Documentary Credit by:
 - a) Payment to you on demand in Canadian currency of the amount of each bill (whether Sight, Term or Deferred Payment) which may be drawn and accepted in Canadian currency under the credit; also, in any event and without demand, to effect such payment with respect to each such Term bill at least one day prior to its maturity date, it being understood that you will notify us of the amount and date of maturity of each such Term drafts or deferred payment.
 - b) Payment to you on demand in Canadian currency, the equivalent (at your then selling rate for cable transfers to the place where and in the currency in which such bill is payable) of the amount of each bill (whether Sight or Term) which may be drawn in other than Canadian currency under the credit; also, in any event and without demand, to effect such payment with respect to each Term bill at least three days prior to its maturity date. At your option payment of each bill (whether Sight or Term) may be made in the currency in which the bill is drawn in such form and manner as shall be acceptable to you.
 Notwithstanding anything to the contrary the Applicant agrees that payment of Sight bills will be subject to an interest charge on the amount of such bills from date of representation abroad until payment at the foreign correspondent's prevailing rate.
2. To give in accordance with the applicable legal provisions and in consideration of the issue of the said Documentary Credit and advances thereunder, to give the Caisse if required, the necessary guarantees covering goods to be purchased by said Documentary Credit and advances thereunder.
3. To recognize and admit the ownership of the Caisse in, and its right to the possession and disposal of, all goods and the proceeds thereof for liabilities incurred or engagements entered into by virtue of this Documentary Credit also to the possession of all bills of lading for, and policies of insurance on such goods until such time as any indebtedness or liability existing as against the Applicant in favour of the Caisse under this Documentary Credit shall have been fully paid-up and discharged. In the event that the Caisse should hereafter entrust said goods to the Applicant for the purpose of sale or otherwise, the Applicant hereby consents that the right of the Caisse to repossess themselves of the same or of any proceeds thereof may be exercised at the discretion of the Caisse. The Applicant further agrees to furnish any additional security which may from time to time be required by the Caisse in accordance with the applicable legal provisions and in consideration of the issue of the said Documentary Credit and advances thereunder, to give the Caisse if required, the necessary guarantees covering goods to be purchased by said Documentary Credit and advances thereunder.
4. That any proceeds of goods imported under this or any other credit issued by the Caisse, as well as all security or money at any time coming into the hands of the Caisse, are to be applied against the acceptance of the Caisse under such Documentary Credit, or against any other indebtedness of the Applicant, whether past, present or future, including all expenses incurred and commissions of sale and guarantee, it being understood that in case of the sale of any such goods, it may be by public or private sale at any time with or without the Caisse taking possession and without notice to the Applicant for account and at the risk of the Applicant, with authority to charge all expenses, including commissions and other necessary or usual disbursements, it being further understood that the Caisse shall be free from any and all responsibility whatever in respect of any such sale.
5. That the Caisse and its agents assume no liability or responsibility for the form, sufficiency, correctness, genuineness or legal effect of any documents, or for the description, quantity, quality, condition of delivery or value of the merchandises represented thereby, or for the good faith or acts of the shipper or any other person whomsoever; and the Applicant hereby assumes and undertakes all such risk, including acts of the users of the said Documentary Credit and the Applicant further agrees that the Caisse may hold the delivery of the documents named therein, as sufficient evidence of the good faith of the shippers and of the merchandise described therein, without assuming any responsibility in regard to the shipment.
6. That insurance, unless the same shall be effected by the Applicant to the satisfaction of the Caisse, shall be effected with companies in good standing by the drawer under said Documentary Credit and losses payable thereunder shall be made payable to the Caisse. Policies satisfactory in all particulars to the Caisse and/or its Agents shall accompany all drafts, but under no circumstances shall the Caisse incur any liability by reason thereof, either to the Applicant or the drawer.
7. Agrees to pay to the Caisse, the Fees and Commissions provided in the Desjardins International Products and Services List which he acknowledges having read and received a copy. He hereby authorizes the Caisse to retain from any Credit issuance and/or any transfer in his favour, an amount equal to the Fees and Commissions mentioned above.
8. That this obligation is irrevocable and is to continue in force and to be applicable to all transactions, notwithstanding any change in the composition of the firm or firms, parties to this contract, or concerned in this contract, whether such change shall arise from the accession of one or more new partners, or from the death or secession of any partner or partners.
9. That if the Applicant shall suspend payment or become bankrupt or insolvent, or if proceedings be taken against them for the appointment of a Receiver or Liquidator, or if an assignment for the benefit of creditors be made, or if any acceptance shall not be paid at maturity, or if any other obligation under this Credit, or any other credit issued on account of the Applicant, be not fulfilled, or if any other indebtedness or liability of the Applicants shall be overdue and unpaid, then all obligations, acceptances, indebtedness and liabilities whatsoever of the Applicants shall, at the option of the Caisse then or thereafter exercised without notice, mature and become due and payable.
10. That in the event of the issuance of said Documentary Credit being advised by cable, telegraph, SWIFT or otherwise, the applicant will hold Caisse harmless from all losses, consequences or damages, arising either from insufficient or incorrect information being transmitted, or from mistakes or errors in transmission or delivery of said message, and Caisse may transmit all or any portion of the message in code as may be deemed most expedient, the same being forwarded solely at the request and for the account and risk of the Applicant.
11. To comply with any Government (domestic or foreign) regulations in regard to the shipment of goods and to furnish, with all drafts drawn under said Documentary Credit, such certificates or other documents as may be required in connection with said Government regulations.
12. That in case the expiry in said Documentary Credit be extended and/or the amount thereof be increased, and/or any of the terms and conditions be altered upon request of the Applicant, all the terms of this obligation shall remain in full force and effect without releasing any party thereto.
13. That where there is more than one Applicant the obligations herein contained shall be several and indivisible.
14. Except as otherwise expressly stated within, the above mentioned Documentary Credit is subject to the latest revision of "Uniform Customs & Practice for Documentary Credits" International Chamber of Commerce. The Applicant acknowledges that he has taken notice of the rules and that they shall be incorporated herein.

Signed: _____ on _____ Applicant's Signature

FOR THE USE OF THE CAISSE/DBC - FEDERATION
Authorization for issuance of Documentary Credit
Transit of DBC:

Transit	Institution
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In accordance with the application hereunder, we request Caisse centrale Desjardins (CCD) to issue this Documentary Credit and we undertake to irrevocably reimburse any payments effected under therein. Also, we shall indemnify CCD for any damages, losses and/or expenses arising from therein. We authorise CCD to debit our account without notice, for any amount related to this application. Furthermore, as the account holder of the requesting member, we confirm having verified the identity of the latter and hold all documents relating to his identity. **Details and/or copies of supporting documents will be provided within 24 hours of request.**

 Authorized signature Date: _____

 Authorized signature Date: _____