

TRAXYS LX255314LDN

SWIFT LC:

1:F01RABONL2UUXXX9195832194}{2:07002346140521HDFCINBBAAHM20006911311405212031N}{4:

27: [Sequence of Total]
1/1
40A: [Form of Documentary Credit]
IRREVOCABLE
20: [Bank Reference Number]
C73LC01141390001
31C: [Date of Issue]
140521
:40E:UCP LATEST VERSION
31D: [Date and Place of Expiry]
141010NEGOTIATING BANK COUNTER
50: [Applicant/First Beneficiary]
HINDUSTAN ZINC LIMITED
YASHAD BHAWAN, UDAIPUR-313004
INDIA.
59: [(Second) Beneficiary]
TRAXYS EUROPE SA
19-21, ROUTE D'ARLON, 8009 STRASSEN
GRAND DUCHY OF LUXEMBOURG.
32B: [Currency Code, Amount/Increase of LC Amount]
USD3459743,
39A: [Percentage Credit Amount Tolerance]
10/10
41D: [Available with ... By ...]
ANY BANK
BY NEGOTIATION
42C: [Drafts at]
REFER CLAUSE NO. 4 IN FIELD 47A
42D: [Drawee]
ISSUING BANK
43P: [Partial Shipments]
ALLOWED
43T: [Transshipment]
ALLOWED
:44E:GEMLIK
:44F:MUNDRA PORT, INDIA
44C: [Latest Date of Shipment]
140610
45A: [Description of Goods and/or Services]
2000.00 WMT (PLUS OR MINUS 10 PCT) OF LEAD CONCENTRATES
AS PER BENEFICIARY'S SALES CONTRACT NO. RMS 13-2831/00 DATED
31-DEC-2013.
(INCOTERMS 2010 - DAT, MUNDRA PORT, INDIA)
46A: [Documents Required]
A). FIRST PROVISIONAL PAYMENT FOR 90 PCT (NINETY PERCENT) OF
THE PROVISIONAL INVOICE VALUE OF THE SHIPPED MATERIAL WILL BE
PAID ON 50TH CALENDAR DAYS AFTER THE DATE OF BILL OF LADING
AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS -
1. BENEFICIARY'S SIGNED PROVISIONAL INVOICE, IN QUADRUPLICATE
CERTIFYING THAT GOODS SHIPPED ARE AS PER CONTRACT
NO. RMS 13-2831/00 DATED 31-DEC-2013.
2. ORIGINAL CERTIFICATE OF ORIGIN IN QUADRUPLICATE
ISSUED BY BENEFICIARY.
3. 3/3 ORIGINAL AND 3 NON NEGOTIABLE COPIES OF SHIPPED ON BOARD
OCEAN/CHARTER PARTY BILL OF LADING CONSIGNED TO ORDER AND BLANK

ENDORSED, MARKED 'FREIGHT PREPAID' OR 'FREIGHT PAYABLE' AS PER CHARTER PARTY AND NOTIFYING PARTY AS LC ISSUING BANK AND HINDUSTAN ZINC LIMITED, RAJPURA DARIBA MINES, DARIBA SMELTER COMPLEX, PO DARIBA DISTT. RAJSAMAND- 313211, RAJASTHAN, INDIA.

4. BENEFICIARY'S PROVISIONAL CERTIFICATE OF ASSAY IN THREE ORIGINAL STATING LEAD GOLD AND SILVER CONTENTS.

5. BENEFICIARY'S PROVISIONAL CERTIFICATE OF WEIGHT EVIDENCING MOISTURE IN PERCENTAGE, WET METRIC TONS AND DRY METRIC TONS IN THREE ORIGINALS.

6. COPY OF MARINE INSURANCE POLICY OR CERTIFICATE, (IN DUPLICATE) DATED NOT LATER THAN THE DATE OF BILL OF LADING SIGNED AND ISSUED BY INSURANCE COMPANY OR THEIR AGENTS MADE TO ORDER OF TRAXYS EUROPE AND AND BLANK ENDORSED FOR 110 PCT OF FIRST PROVISIONAL INVOICE VALUE COVERING TRANSHIPMENT RISK, IF APPLICABLE, THEFT, PILFERAGE, BREAKAGE AND NON DELIVERY, INSURANCE TO INCLUDE INSTITUTE CARGO CLAUSES (A) INSTITUTE WAR CLAUSES (CARGO) AND INSTITUTE STRIKE CLAUSES (CARGO) , INSTITUTE TRANSIT CLAUSES WITH CLAIMS PAYABLE IN INDIA. INSURANCE TO COVER FROM SUPPLIER'S WAREHOUSE TO APPLICANT'S WAREHOUSE. THE INSURANCE POLICY /CERTIFICATE TO INDICATE NAME ADDRESS AND TELEPHONE /TELEFAX NUMBERS OF CLAIM SETTLING AGENT IN INDIA .

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B) SECOND PROVISIONAL INVOICE VALUE LESS FIRST PROVISIONAL INVOICE VALUE IN RELATION TO THE SHIPMENT ARE ACCEPTABLE AND IT SHALL BE PAID ON 91 DAYS AFTER THE BILL OF LADING ONCE FIRST PROVISIONAL INVOICE IS PRESENTED UNDER LC ON PRESENTATION OF FOLLOWING DOCUMENTS

1. SECOND PROVISIONAL INVOICE FOR 100 PCT OF THE PROVISIONAL VALUE.LESS FIRST PROVISIONAL PAYMENT
2. BENEFICIARY WEIGHT AND ASSAY CERTIFICATE

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C) FINAL PAYMENT IF ANY (LESS PROVISIONAL PAYMENTS MADE UNDER PART A AND B) SHALL BE MADE TO THE BENEFICIARY AT SIGHT OF PRESENTATION OF FOLLOWING DOCUMENTS

1. BENEFICIARY'S FINAL ASSAY CERTIFICATE.
2. BENEFICIARY'S FINAL PRICE CERTIFICATE.
3. BENEFICIARY'S FINAL INVOICE.

47A: [Additional Conditions]

1. LC NO.,NAME OF THE LC OPENING BANK,CONTRACT NO. AND CONTRACT DATE SHOULD BE MENTIONED IN ALL DOCUMENTS EXCEPT BILL OF LADING AND TO STATE THAT DRAWN UNDER L/C ISSUED BY HDFC BANK LTD. UDAY, II FLOOR, 3, DURGA NURSARY ROAD, UDAIPUR (RAJ.) PIN- 313001 INDIA.

2. IF DISCREPANT DOCUMENTS ARE PRESENTED TO US, WE WILL GIVE NOTICE OF REFUSAL AND HOLD DOCUMENTS AT PRESENTERS DISPOSAL. HOWEVER, UNLESS ANY PRIOR INSTRUCTIONS TO THE CONTRARY ARE RECEIVED, IF WE OBTAIN A WAIVER OF DISCREPANCIES, DOCUMENTS MAY BE RELEASED TO THE APPLICANT. IN SUCH EVENT WE WILL HAVE NO LIABILITY TO THE PRESENTER IN RESPECT OF SUCH RELEASE.

3. ALL DOCUMENTS MUST BE IN ENGLISH.

4. PAYMENT TERMS -

A) FOR FIRST PROVISIONAL PAYMENT FOR 90 PERCENT OF THE PROVISIONAL VALUE OF THE SHIPPED MATERIAL WILL BE PAID 50TH CALENDAR DAYS AFTER DATE OF BILL OF LADING AGAINST PRESENTATION OF THE DOCUMENTS MENTIONED IN FIELD 46A 'DOCUMENTS REQUIRED' CLAUSE A

B) SECOND PROVISIONAL INVOICE VALUE LESS FIRST PROVISIONAL INVOICE VALUE IN RELATION TO THE SHIPMENT ARE ACCEPTABLE AND IT SHALL BE PAID ON 91 DAYS AFTER THE BILL OF LADING ONCE FIRST PROVISIONAL INVOICE IS PRESENTED UNDER LC ON PRESENTATION OF DOCUMENTS MENTION IN FIELD 46A 'DOCUMENTS REQUIRED' CLAUSE B.

C) FINAL PAYMENT IF ANY (LESS PROVISIONAL PAYMENTS MADE UNDER PART A AND B) SHALL BE MADE TO THE BENEFICIARY AT SIGHT AGAINST PRESENTATION OF DOCUMENTS GIVEN IN FIELD 46A 'DOCUMENTS REQUIRED' CLAUSE C.

5. PERIOD OF PRESENTATION -

A) FOR 46A CLAUSE NO. A- DOCUMENT NO. 1 TO 6 TO BE PRESENTED WITHIN 45 DAYS AFTER SHIPMENT, BUT WITHIN THE VALIDITY OF THE CREDIT.

B) FOR 46A CLAUSE NO. B - DOCUMENTS TO BE PRESENTED WITHIN 80 DAYS AFTER THE DATE OF BILL OF LADING, BUT WITHIN THE VALIDITY OF THE CREDIT.

C) FOR 46A CLAUSE NO. C - DOCUMENTS TO BE PRESENTED WITHIN THE VALIDITY OF THE CREDIT.

6. UNDER DRAWN VALUE ALLOWED.

7. A DISCREPANCY FEE OF USD 50.00 OR IT'S EQUIVALENT WILL BE DEDUCTED FOR EACH SET OF DISCREPANT DOCUMENTS.

8. SEPARATE DRAFTS AND INVOICES MUST BE PRESENTED UNDER THIS LC FOR FIRST PROVISIONAL, SECOND PROVISIONAL AND FINAL DRAWINGS.

9. THIS LC MAY BE CONFIRMED AT THE COST AND REQUEST OF THE BENEFICIARY.

10. A TOLERANCE OF PLUS OR MINUS 10 PCT IS ALLOWED IN QUANTITY AND VALUE OF THE L/C.

11. IN THE EVENT THAT BENEFICIARY'S FINAL INVOICE EXCEEDS THE BALANCE OF THE LETTER OF CREDIT, BENEFICIARY SHALL CAUSE THE APPLICANT OF THE LETTER OF CREDIT TO APPROPRIATELY AMEND THE LETTER OF CREDIT.

12. IN CASE OF DISCREPANT PRESENTATIONS, THE OPENING BANK MAY CHOOSE TO WAIVE ALL OR SOME OF THE DISCREPANCIES. IN SUCH CASES, INFORMATION REGARDING THE DISCREPANCIES WAIVED WILL NOT BE GIVEN TO THE PRESENTER. THE FACT THAT SOME DISCREPANCIES WERE WAIVED WILL NOT ENTITLE THE BENEFICIARY/PRESENTER TO INSIST ON ACCEPTANCE OF SIMILAR DISCREPANCIES IN SUBSEQUENT PRESENTATION.

13. IF THERE IS/ARE ONE OR MORE DISCREPANCY(IES) IN A PARTICULAR SET OF DOCUMENTS WHICH WE AS ISSUING BANK CHOOSE NOT TO POINT OUT FOR ONE REASON OR THE OTHER (OR WE HAVE MISSED TO POINT OUT) IF THE SAME DISCREPANCY APPEARS IN ANY OF THE SUBSEQUENT PRESENTATIONS, THE BANK STILL HOLDS THE RIGHT TO POINT THE DISCREPANCY THIS TIME (EVEN IF THE SAME DISCREPANCY WAS NOT POINTED IN ANY OF THE EARLIER PRESENTATIONS) I.E. THE NEGOTIATING BANK CANNOT CLAIM THAT BECAUSE THE PARTICULAR DISCREPANCY WAS NOT POINTED IN EARLIER PRESENTATIONS, IT CANNOT BE TAKEN AS A DISCREPANCY IN ANY LATER PRESENTATIONS.

14. THIRD PARTY DOCUMENTS EXCEPT INVOICE AND DRAFT ACCEPTABLE.

15. DOCUMENTS BEARING DATE OF LC ISSUANCE PRIOR TO DATE OF ISSUANCE OF THE LETTER OF CREDIT IS ACCEPTABLE BUT NOT PRIOR TO 30 DAYS FROM LC OPENING DATE.

16. IN CASE OF REFUSAL OF DOCUMENTS BY US TO DISCREPANCIES, WE MAY AT OUR SOLE DISCRETION SIMULTANEOUSLY. REFER THE DISCREPANCIES TO THE APPLICANT FOR THE WAIVER, IF THE APPLICANT'S WAIVER IS RECEIVED BY US BEFORE RECEIPT OF ANY COMMUNICATION FROM THE PRESENTER ON RESPONSE TO OUR REFUSAL, THE DOCUMENTS WILL BE DELIVERED TO THE APPLICANT AS PER THE CREDIT TERMS WITHOUT REFERENCE TO THE PRESENTER.

17. LC EXPIRY DATE FOR-

FIRST PROVISIONAL PAYMENT- 10-AUG-2014

SECOND PROVISIONAL PAYMENT- 10-SEP-2014

AND FINAL PAYMENT- WITHIN LC VALIDITY.

18. TT REIMBURSEMENT IS ALLOWED AS PER LC TERMS AND CONDITIONS.

19. SPELLING AND TYPING ERRORS NOT AFFECTING FIGURES OR CHEMICAL ELEMENTS ABBREVIATIONS WILL NOT BE CONSIDERED AS DISCREPANCIES.

20. COPY OF EACH OF DOCUMENTS IS TO BE ENCLOSED FOR THE RECORD OF

CREDIT OPENING BANK.

71B: [Details of Charges]
ALL BANK CHARGES OUTSIDE INDIA ARE
TO THE ACCOUNT OF BENEFICIARY.

48: [Period for Presentation]
REFER CLAUSE NO. 5 FIELD 47A

49: [Confirmation Instructions]
MAY ADD

78: [Inst Paying/Accepting/Negotiating Bank]
1. IN REIMBURSEMENT, WE SHALL REMIT AT MATURITY AS PER THE
INSTRUCTIONS OF THE NEGOTIATING BANK ON PRESENTATION OF THE
DOCUMENTS WHICH ARE IN STRICT COMPLIANCE WITH THE LC TERMS.
2. AFTER NEGOTIATING UNDER THIS CREDIT THE NEGOTIATING BANK
SHOULD COURIER THE DOCUMENTS TO US IN ONE LOT AT HDFC BANK LTD.
UDAY, II FLOOR, 3, DURGA NURSARY ROAD, UDAIPUR (RAJ.)
PIN- 313001.

72: [Sender to Receiver Information]
EXCEPT AS OTHERWISE EXPRESSLY
STATED THIS DOCUMENTARY CREDIT IS
SUBJECT TO THE UNIFORM CUSTOMS AND
PRACTICE FOR DOCUMENTARY CREDITS
2007 REVISION, ICC PUBLICATION NO.
600
-}{5:{CHK:D79B5AB0FCC6}}

SWIFT AMENDMENT NO.01

{1:F01RABONL2UUXXX9223292150}{2:07071149141016HDFCINBBAAHM21522753921410160
819N}{4:

20: [Bank Reference Number]
C73LC01141390001

21: [Related Reference]
UNKNOWN

31C: [Date of Issue]
140521

30: [Date/Date of amendment]
141016

26E: [Number of amendment]
1

59: [(Second) Beneficiary]
TRAXYS EUROPE SA
19-21, ROUTE D'ARLON, 8009 STRASSEN
GRAND DUCHY OF LUXEMBOURG.

31E: [New Date of Expiry]
141110

39A: [Percentage Credit Amount Tolerance]
10/10

72: [Sender to Receiver Information]
KINDLY CONFIRM HAVING ADVISED THIS
AMENDMENT TO THE BENEFICIARY AND
THEIR ACCEPTANCE OF THE SAME.
-}{5:{CHK:C284746E7F36}}

SWIFT AMENDMENT NO.02

{1:F01RABONL2UUXXX9230002850}{2:07071430141110HDFCINBBAAHM21733760581411101
000N}{4:

20: [Bank Reference Number]
C73LC01141390001

21: [Related Reference]

UNKNOWN
 31C: [Date of Issue]
 140521
 30: [Date/Date of amendment]
 141110
 26E: [Number of amendment]
 2
 59: [(Second) Beneficiary]
 TRAXYS EUROPE SA
 19-21, ROUTE D'ARLON, 8009 STRASSEN
 GRAND DUCHY OF LUXEMBOURG.
 31E: [New Date of Expiry]
 141130
 39A: [Percentage Credit Amount Tolerance]
 10/10
 72: [Sender to Receiver Information]
 KINDLY CONFIRM HAVING ADVISED THIS
 AMENDMENT TO THE BENEFICIARY AND
 THEIR ACCEPTANCE OF THE SAME.
 -}{5:{CHK:0284F46D7F76}}

SWIFT AMENDMENT NO. 03

{1:F01RABONL2UUXXX9232326259}{2:07071952141120HDFCINBBAAHM21834281261411201
 523N}{4:
 20: [Bank Reference Number]
 C73LC01141390001
 21: [Related Reference]
 UNKNOWN
 31C: [Date of Issue]
 140521
 30: [Date/Date of amendment]
 141120
 26E: [Number of amendment]
 3
 59: [(Second) Beneficiary]
 TRAXYS EUROPE SA
 19-21, ROUTE D'ARLON, 8009 STRASSEN
 GRAND DUCHY OF LUXEMBOURG.
 32B: [Currency Code, Amount/Increase of LC Amount]
 USD185000,
 34B: [Currency Code and Amount]
 USD3644743,
 39A: [Percentage Credit Amount Tolerance]
 10/10
 72: [Sender to Receiver Information]
 KINDLY CONFIRM HAVING ADVISED THIS
 AMENDMENT TO THE BENEFICIARY AND
 THEIR ACCEPTANCE OF THE SAME.
 -}{5:{CHK:18068BF569BA}}