



بنك دخان
DUKHAN BANK

Application for Issuance of Irrevocable Documentary Credit

Date 05 - JAN - 2023

Branch _____

Applicant's Reference _____

RIM No.: _____

Project/Facility details:

Applicant's name & address

ZAD HOLDING CO. QPSC
P.O. BOX - 1444
DOHA, QATAR

Type of LC (Tick box): ☐ Cash LC ☐ Murabaha LC

Application of account (name & address)

ALCAT ASPHALT PLANT
P.O. BOX - 22052
DOHA - QATAR

Beneficiary's name & address

MARINI S.P.A
VIA ROMA, 50 - 48011
ALFONSINE (RAVENNA) - ITALY
TEL +39 0544 88111
FAX +39 0544 81341

Advise credit through (Bank name & address)

UNICREDIT SPA
CORP OPERATIONS - CUSTOMER CARE ITALY
VIA PADRE SEMERIA, 5
00187 ROMA (RM)
IBAN - IT670200805364000000868053

Currency & amount ☐ Exact ☒ Not exceeding ☐ About

EUR : 147,155.67

Date & Place of Expiry SWIFT CODE - UNCRITMMXXX

15 - JUN - 2023, ITALY

(Amount in words)

EURO ONE HUNDRED FORTY SEVEN THOUSAND
ONE HUNDRED FIFTY FIVE AND 67/100

Latest date of shipment:

15 - MAY - 2023

Shipping Marks:

Shipment/Delivery by ☒ Sea ☐ Air ☐ Land

From ANY PORT IN ITALY

To HAMAD PORT, DOHA - QATAR

Documents must be presented within 21
days of shipment but within the validity of the L/C.

Transshipment

☒ Allowed ☐ Not allowed

Partial shipment/delivery

☒ Allowed ☐ Not allowed

Issuance by

☒ Full SWIFT

☐ Mail

Credit available with ADVISING BANK

Credit available by

☒ Payment at sight ☐ Negotiation at ☐ Acceptance of drafts at ☐ Deferred payment at ☐ Mixed payment

Payment Terms _____

Confirmation

☒ Not requested ☐ Requested ☐ Authorized if requested by Beneficiary

Brief description of the goods (without excessive details)

ASPHALT PLANT SPARES

Incoterms

☐ EXW
☐ FOB
☒ CFR
☐ CPT
☐ CIF
☐ Other

Documents required ALL DOCUMENTS TO BE ISSUED IN THE NAME OF ALLAT ASPHALT PLANT

☒ Signed Commercial Invoice in 1 original(s) and 2 copy(ies) stating the name and address of the manufacturer/processor, certifying the origin of goods and contents to be true and correct. The original must be certified by the Joint Arab Chamber of Commerce in its absence, by the Local Chamber of Commerce/China Council for the promotion of International Trade and legalized by any Qatar Embassy/Consulate in the exporting country.

☐ Transport Documents to indicate freight is ☐ Prepaid ☐ Payable at destination (Collect) and marked notify

☐ Full set of clean "On Board" Ocean Bill of Lading in 3 originals and 3 non-negotiable copies consigned to the order of Dukhan Bank, Doha, Qatar. The B/L must also indicate the name, address and Tel. No. of the carrying vessels agent at the port of destination.

☐ Airway bill/Land way bill/Air parcel post receipt Issued and signed by the Carrier or their agent bearing reference of the Credit Number evidencing dispatch of goods consigned to Dukhan Bank, Doha, Qatar, for account of

☐ Truck Consignment Note stating Truck Reg. No. name of driver, date of dispatch from _____ and approximate date of arrival at Qatar evidencing the dispatch of goods to _____

☐ Certificate of Origin issued by a Joint Arab Foreign Chamber of Commerce, in its absence, by the Local Chamber of Commerce/China Council for the Promotion of International Trade, legalized by Qatari Embassy or consulate or in its absence, by any embassy of an Arab Country in the exporting country, certifying the goods of _____ origin, stating the full name and address of the manufacturers/processors of goods.

☐ Shipment Advice quoting the name of the carrying vessel, date of shipment, marks, and amount must be sent, to: M/s _____ by registered airmail/telex/courier referring to their Open policy/Policy Cover Note Number _____ the relative postal receipt and a copy of shipment advice must accompany the documents.

☒ Packing list in 1 Original and 2 Copy(ies)

☐ Weight Certificate in _____ Original and _____ Copy(ies)

☐ Insurance Policy or Certificate in negotiable form for full CIF Invoice value plus 10% issued or endorsed to the order of Dukhan Bank on warehouse to final warehouse basis and covering the following risks as per Institute Cargo Clauses (1) All risks (Marine/Airfreight) (2) War, Strikes, Riots and Civil Commotions showing claims payable in Qatar in the same currency of the credit

☒ Insurance covered by us locally, we will arrange Insurance through QATAR ISLAMIC INSURANCE COMPANY (QIIC)

☐ Policy/Cover note enclosed/under open cover note No. PD/01/120/21/22/044514

☐ In case of non receipt by you of the relative policy within 10 days from opening date and the insurance must be covered by us, you are authorized to arrange insurance debiting the premium to our account through _____

☐ Certificate issued by the ship-owner or agent or Captain of the carrying vessel showing its name, flag and nationality certifying that the carrying vessel is allowed by Qatari Authorities to call at Arab Ports and is not scheduled to call at any Israeli port during its voyage to the state of Qatar. This certificate is however, not required if shipment is effected through vessels belonging to shipping companies exempted by local authorities in Qatar.

☐ Phytosanitary Certificate in _____ Original and _____ Copy(ies)
Forwarding and delivery documents.

- 45
- ☐ Forwarder Certificate of Receipt, issued and signed by the Shipping agent (name and address below)
- ☐ Delivery Note issued and signed by applicant authorized agent (name and address below)
- ☐ The Delivery Note must indicate that the goods are delivered in good order and condition.
- ☐ Agent _____
- ☐ Names and specimen signature of applicant's agent are attached
- ☐ One copy of each invoice, Certificate of Origin and Transport Documents to be sent to M/S _____ and to us by registered airmail/courier service. A certificate to this effect together with the relative postal/courier receipt must accompany the documents for negotiation.
- ☐ Additional documents or conditions (write any additional conditions or documents here) _____
- _____
- _____
- _____

Charges and Commission

- | | | |
|--|------------------------------------|--------------------------------------|
| <input type="radio"/> Issuing Bank charges are for account of the | <input type="checkbox"/> Applicant | <input type="checkbox"/> Beneficiary |
| <input type="radio"/> Confirming Bank charges are for account of the | <input type="checkbox"/> Applicant | <input type="checkbox"/> Beneficiary |
| <input type="radio"/> All other bank charges are for account of the | <input type="checkbox"/> Applicant | <input type="checkbox"/> Beneficiary |
- ☐ All other terms and conditions are as per the attached letter.
- ☐ We authorize you to debit my/our account No. 100000182792 with the amount of charges cash margin on account of this letter of credit and I/we undertake to increase this sum by such amount as you may require from time to time up to 100% or as per requirement.
- ☐ All material alterations/amendments included in the L/C application are acceptable to us.

Applicant's Declaration

- You are authorized but under no obligation to make any addition to the documents specified under this letter of credit which, you may consider necessary to ensure compliance with the regulations of State of Qatar.
- We agree to have our account indicated in this application (or any other account maintained with you) debited with the amount of documents negotiated in compliance with the terms and conditions of this letter of credit.
- We further agree that you may, at your own discretion, open and maintain, in our name, any account or accounts that you may deem necessary in order to process this letter of credit.
- If it is a condition of this letter of credit that the beneficiary presents a document and/or invoice duly signed by us or by our named representative, then in consideration of the above, and at your sole discretion, you are hereby authorized upon receipt (and within expiry date of this letter of credit) of such document and/or invoice, duly countersigned by us as required in the letter of credit, to effect the payment and debit our account as directed in the said letter of credit, regardless of any discrepancy that may appear in the documents presented.
- We assume all responsibilities of non-delivery of shipment and/or non-receipt of documents and of non-compliance with local export, import laws and regulations, or other laws and regulations affecting the underlying trade transaction.
- In consideration of your opening the above credit, I/we hereby undertake to pay you on presentation or to accept on presentation and pay you at maturity draft/documents paid/negotiated or accepted within the validity of the credit provided they shall not exceed in the aggregate the sum aforementioned.
- It is understood and agreed that you and/or your correspondent shall not be responsible for any loss or damage to the goods howsoever and wheresoever caused, their quantity, quality or condition and/or the loss, validity or genuineness of the documents.
- We request you to issue on our behalf your Irrevocable Documentary Credit subject to the content of this application and in accordance with our instructions noted herein, we hereby bound ourselves by:
 - Irrevocable and unconditional general undertaking/agreement for issuance of import letter of credit signed by us
 - Uniform Customs and Practice for Documentary credit 2007 Rev. International Chamber of Commerce, Paris publication 600 and;
 - Any amendment and revisions to any of the above that may arise from time to time.



These Conditions are applicable only for Murbaha LC and hence needs to be filled only for such LC's

Goods Purchase Order with Promise to Purchase

1. The Undersigned (the "Customer") has identified and inspected the Goods with the characteristics indicated herein below:

ASPHALT PLANT SPARES

2. The Customer desires to have Dukhan Bank purchase the goods from its present owner and, after Dukhan Bank purchases the Goods, the customer undertakes to purchase the goods from Dukhan Bank on a deferred payment basis for the Purchase Price with a profit margin of _____ %

3. The customer hereby absolutely, unconditionally and irrevocably promises to purchase the goods from Dukhan Bank for the Purchase Price and on the other terms set forth in the sale contract to be entered into between the customer and Dukhan Bank immediately after Dukhan Bank acquires the Goods.

4. The proposal set forth in this purchase order with promise to purchase shall remain open for Dukhan Bank's acceptance until LC Expiry / Validity _____, Qatari time, on _____ A.H, Corresponding to _____, 20 _____

External Supplier Guarantee

For Foreign LC

Respected _____

Doha, Qatar

Peace, mercy and blessings of God

Following our purchase order:

Dated	05 - JAN - 2023
Covering the import	SUPPLY OF ASPHALT PLANT SPARES
From the company	MARINI SPA
With the amount of	EUR: 147,155.67

We inform you that we recognize this company and are confident in terms of its commitment to supply the required goods, within the specifications, quantities and qualities required, and therefore we stand as guarantee for this company and bear any consequences arising from any side causing the failure of this company, in respect to the supply of the required goods.

This is an acknowledgement from our side.

A declaration

Agent's Name	
Customer Signature	
Date	

Applicant's Authorized Signature

Applicant's Stamp and Date

FORM CB 046

On this day 050123 AH corresponding to 2021 AD, it was agreed between:

1. Dukhan Bank, located at Hamad Al Kaber Street, Doha, Qatar, represented by (First Party)

2. Mr./Ms. ZAD HOLDING COMPANY QPSC Qatar,

and represented by Mr./Ms. TARIQUE MOHAMMAD (Second Party)

Preamble

The First Party agreed with the Second Party to be the last representative and agent of the first in purchasing:

ASPHALT PLANT SPARES

Which it wishes to purchase it from abroad, and to do so, it has to take the necessary actions to transport, ship and deliver it to the First Party or to whom determined by the First Party.

Article (1)

The above preamble shall be considered as an integral part of this contract.

Article (2)

The First Party authorizes the Second Party to purchase the goods indicated in the preamble article for the account of the First Party and as an agent for him, and to do so, he has the right to authorize what he deems suitable within the following terms and conditions.

First: The Second Party commits to purchase the required goods only from the reliable suppliers that have previously treated with them, and the treatment was encouraging in terms of the quality and kind of the purchased goods and lack of any problems or violations of the required specifications or those required by the specialized various departments in the country of delivery. The Second Party also undertakes to bear full responsibility in case of failure or negligence of the mentioned above.

Second: The Second Party commits to insure the goods for the benefit of the First Party with an Islamic insurance company (if possible) against all risks of war, disturbance and any other risks that insurance companies cover for this kind of goods (subject of agency contract), during their transport from abroad until delivery to the First Party. The Second Party also undertakes to deliver the goods to the First Party or to whom determined by the First Party in a good condition in accordance with the recognized and required technical principals and specifications in this case, and shall bear full responsibility in case of violating this.

Third: The Second Party commits to deliver the purchased goods for the account of the First Party himself or to whom he authorizes attached with the related supporting documents which represent the invoices issued from the vendor, certificate of origin, shipment documents and any other necessary documents.

Fourth: The Second Party undertakes to not pay the full value of the goods to the vendor except after taking it over and make sure that they are in a good condition, compliant with the required specifications and free of any clear defects, and he shall bear full responsibility in case of violation of the mentioned above or pay the value before taking over.

Article (3)

The First Party commits to pay the value of the goods required to be purchased and enable the Second Party to use it in the purchase process by one of the means decided by the First Party such as documentary credits, bills of collection or the direct cash deposit in the account of the Second Party, within the limit of the total amount of EUR. 149,155.63 (Only ONE HUNDRED FORTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE AND 63/100 Qatari Riyals). The First Party also commits to pay to the Second Party all customs fees, shipment fees and other expenses paid by the Second Party to dispatch the goods to Doha or any other place determined by the First Party, and the Second Party shall submit to the First Party the supporting documents for these expenses.

Article (4)

It is agreed between the two parties that the goods under the Agency Contract signed between them are owned by the First Party alone, and the Second Party has purchased them according to the approval of the First Party and for his account as an agent for him. Therefore, the First Party has the right to dispose of the goods or sell them however he wants and to the party that he chooses without any objection from the Second Party, who has no pretension for the ownership of the goods or the right to purchase them from the First Party.

Article (5)

After delivery of the goods and taking over their documents, the First Party can offer them for sale to the Second Party and determine their price and terms of payment. If the Second Party agreed to purchase them at the price and terms determined by the First Party, he shall inform the First Party of this approval in writing, then the contract will be signed between the two parties.

Article (6)

The Second Party bears the losses and responsibilities to others that incurred by the First Party as a result of his failure, negligence or violation to the terms stipulated in the Agency Contract, except losses due to reasons out of his control.

Article (7)

The Second Party accepts to carry out the works of this agency without compensation; therefore he has no right to claim the First Party of anything such as fees, transport expenses, etc., regarding his person agency for Dukhan Bank in this regard.

Article (8)

The two parties agreed to end this agency contract by the end of the task entrusted to the agent or by withdrawing this agency or notifying him in this regard. The term of this agency shall not exceed 90 days from the date of signing this contract. If the Second Party did not supply the required goods within the period agreed upon above, the First Party has the right to inform him to pay the amount of the agency whether from his personal account or from any other guarantees under the hand of the First Party.

Article (9)

The competent courts of the State of Qatar shall have the decision to settle the disputes related to this contract in accordance with Qatari laws without conflict with the Islamic Sharia provisions. The shown address of each party shall be his selected place in this regard.

Article (10)

This contract is issued in two original copies signed by the two parties with free will clear of any legislative and legal defects on AH corresponding to AD.

First Party
Dukhan Bank

Second Party

Stamp and Signature

Stamp and Signature