Santander

PROPOSAL FOR THE ISSUANCE OF AN IMPORT DOCUMENTARY CREDIT

On our behalf and under our full responsibility we request the issuance of a DOCUMENTARY CREDIT under the following conditions.

40A	☒ - Irrevocable	Type of credit: ☐ - Transferable ☐ - Stand-By Letter of Credit

31D	Valid until _____ Place of presentation of documents (Country) _____

50	Applicant: _____ Head Office: _____ Address: _____ Postal Code:_____ - _____ Tax/VAT No : _____ Registration Office: _____ Registration No _____ Capital : _____ , _____ Currency: _____ Charges Acc. No.: _____ Doc. Credit Settlement Acc. No.: _____ Contact person: _____ Email/Telephone: _____

59	Beneficiary (full name & address): Name/Company: _____ Address/Head Office: _____ City: _____ Country: _____

32B	Currency and amount: _____ _____ In words (_____ _____)

39	☐ - Maximum credit amount ☐ - Tolerance + _____% - _____%

41	Payment: ☐ - At sight ☐ - Deferred ☐ - Mixed Payment	Available with: ☐ - Banco Santander Totta ☐ - Beneficiary's Bank ☐ - Any Bank	42P	In case of deferred payment, specify details: ☐ - Payment _____ days from date of B/L/AWB/CMR ☐ - Payment _____ days from date of invoice ☐ - Negotiation _____ days sight ☐ - Other _____

43P	Partial shipments: ☐ - allowed ☐ - not allowed _____	43T	Transshipments: ☐ - allowed ☐ - not allowed _____	44A	Place of taking in charge(optional):_____
				44E	Port of Loading/Airport of Departure:_____
				44F	Port of Discharge/Airport of Destination:_____
				44B	Place of Final destination (optional):_____
				44C	Latest date for shipment:_____

45	Description of goods (in the language of the contract; should be a short and concise description of the goods being shipped, specifying type and quantity):* Please insert also "as per pro forma invoice No. or sales contract No. and date" * should this space not be sufficient, please attach letter mentioning it herein

Incoterm to be used:
☐ - CIF/CIP   ☐ - CFR   ☐ - FOB   ☐ - EXW   ☐ - Other _____

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Documents required:

☐ - Signed Commercial Invoice _____ - originals and _____ - copies

☐ - Packing List _____ - originals and _____ - copies

☐ - Weight List _____ - originals and _____ - copies

☐ - Certificate of Origin _____ - originals and _____ - copies issued by:

    ☐ - Local Chamber of Commerce

    ☐ - Exporter/Beneficiary

☐ - Insurance Policy/Certificate to the order of Banco Santander Totta SA covering invoice value of goods +10% against ICC-A Risks

    (Should the used INCOTERM be CIF/CIP, the EXPORTER shall submit the INSURANCE Certificate)

Other Documents: (optional choice clearly specifying the document required)

☐ - _____   ☐ - _____

☐ - _____   ☐ - _____

Shipping Documents

Shipping documents shall be issued "to the order of Banco Santander Totta S.A. and notifying Applicant"

☐ - B/L: Maritime Transport
    (Full set of clean Bills of Lading, specifying goods On Board)

☐ - Full set Multimodal Transport Document
    (Combined shipping document used when goods are shipped by one or more means of transport, e.g. road/maritime or air/maritime)

☐ - AWB: Air Transport

☐ - CMR: Road Transport

☐ - Other ⁻ _____

Shipping Documents stating:

☐ - Freight prepaid ☐ - Freight payable at destination

Notify Parties (State Name/Address/City/Country)

Name:_____

Address: _____

City/Country:_____

47A

Additional Conditions:*

* should this space not be sufficient, please attach letter mentioning it herein

71D

Details of charges:

☐ - All bank charges are for applicant's account

☐ - Bank charges outside Portugal are for Beneficiary's account

☐ - All bank charges, including those of Banco Santander Totta S.A., are for beneficiary's account

48

Documents to be presented within _____ days after date of Shipment but within L/C validity.

49

Confirmation Instructions:

☐ - Confirmed

☐ - Not Confirmed

57

Beneficiary's Bank/Advising Bank:

SWIFT: |_____|

Name and Address:

58

Confirming Bank:

SWIFT: |_____|

Name and Address:

Attached: ☐ - Pro-forma invoice ☐ - Contract/Order Confirmation ☐ - Insurance Cert. ☐ - Order

Central Bank reporting code: ☐ 101 - Import of goods ☐ _____ - _____

GENERAL CONDITIONS FOR THE OPENING OF AN IMPORT DOCUMENTARY CREDIT

1. The credit is irrevocable and it cannot be cancelled before the above mentioned date for the delivery of valid documents has expired, neither amended nor changed, without the express agreement of all the interested parties.

2. The Bank or the Correspondent Banks that took part in this documentary credit will not assume any obligations or responsibility:

a) for the incorrect compliance of the instructions sent, even if the choice of Correspondent Banks was the Bank's initiative;

b) for the accuracy, form, sufficiency, validity, falsifying, legal value or contents of any of the above mentioned documents;

c) for the exaction of the general conditions stated on the same documents;

d) for the good faith or acts of the shipper or any other person, neither for the solvency, reputation or integrity of the carriers or insurers of the goods;

e) for any loss or damage, even if resulting from the delay or going astray of all the documents or of any of these, of the incorrect transmission or wrong interpretation of letters, telegrams, from clipping or from any errors that may result from the translation of the technical terms employed in the opening of this credit;

f) for the description, volume, weight, quality, conditions, packaging, delivery or value of the goods related in this credit and that are stated in the referred documents;

g) for the status of the goods were shipped or upon arrival;

h) for the difficulties, whichever these may be, that may arise and prevent such goods arriving intact or timely at their destination;

i) for what may result from the possible setting up of provisions with other Banks, which are carried out on account and at the risk of the Applicant, who is equally responsible for all the obligations undertaken by the Bank as well as by its Correspondent Banks, relative to the legislation and usages in foreign countries;

j) for the consequences that may result from the interruption of activities due to decisions of public authorities, cases of force majeure, riots, civil commotions, insurrections, wars or acts of terrorism, strikes, "lockouts", or any other causes out of control of the Bank or of its Correspondent Banks.

3. The Bank does not assume any obligations or is responsible for any telegraphic expenses or any other arising from this documentary credit, as well as for any legal charges, which shall always be for the account of the Applicant.

4. The Applicant shall pay the Bank all due commissions and other charges, whether the credit is negotiated or not, totally or partially, or cancelled, in accordance with the time set in each of those, or should another amount not become applicable on the date of the respective collection, in line with what is established in the Bank's Price Schedule duly published in all its Branches or in www.santandertotta.pt, in the terms of the Banco de Portugal Notice No. 8/2009. For the purpose of setting the reference exchange rate, this shall be the rate used by the Bank in all its Branches based upon the Reuter's (spot) market exchange rate and on the ECB's fixing on the day of the exchange transaction and applied in line with the time when it comes into effect.

5. Under this contract, the Applicant assumes the formal commitment to settle this credit, by fully refunding the Bank for the payments made according to its terms, accrued by the due commission and interest, from the date of its payment in the place of negotiation until the date of its settlement by the applicant and immediately upon the Bank's demand.

6. In case of delay by the applicant in the settlement of any amount due to the Bank, the amounts due will be accrued of default interest, established at the legal compensatory rate set in § 3 of article No. 102º of Company Law.

7. The Bank is hereby expressly authorized to debit totally or partly and in any account held by the applicant with the Bank in Euro or in any other currency, with the equivalent value, the amounts required for the settlement of any outstanding amounts, as well as the respective interest, commissions and other charges shown as due.

8. Whenever the amount of the credit, commissions and interest are collected through a current account in a currency different from that of the transaction, the respective equivalent will be established at the exchange rate in force at the time of settlement.

9. In the event the Applicant fails to comply with its obligations and after 15 days from the date of the notification sent by the Bank, if the default situation hasn't been remedied, the Bank has the right to sell the goods. The Applicant shall reimburse the Bank for any difference that may arise between the proceeds of the sale and the amount the credit used, plus any inherent expenses, including default interest, until full payment of the obligations under this agreement.

10. In case there is any delay on the withdrawal of the documents, the Bank notifies the Applicant so that it promotes said withdrawal within 10 business days. After the term of said deadline, if the Applicant has not withdrawn the documents, the Bank is authorized to execute an insurance agreement, on behalf of the Applicant, covering the risks over the goods that the Bank considers appropriate, being the Applicant responsible for any and all expenses and other charges incurred by the Bank with the execution of said insurance agreement.

11. The latest version of the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce apply to the issuance of this documentary credit, without prejudice of the market customs at the place of negotiation or of the above referred provisions.

12. The Bank will report any liabilities arising from this contract to the Central Bank Banco de Portugal, on behalf of the Applicant, as well as on behalf of the Guarantors, any amounts of the guarantees/collaterals in favour of the Bank.

13. The Bank is hereby authorized to automatically process the data supplied by the Applicant and Guarantors and to confirm these with other institutions, to request information concerning the data supplied and to obtain data from the Information Centre of Banco de Portugal, but always with rigorous respect for the applicable rules, and bearing all the inherent charges for this purpose. The Applicant and Guarantors will be aware that the collection and processing of the referred data are intended to assist the exercise of banking business, specifically the possible granting of credit, and that data supplied incorrectly may be considered as a punishable misdemeanour.

14. Whenever the insurance is obtained on behalf of the Applicant, the latter is hereby obliged to provide the respective insurance certificate issued for 110% of the maximum possible amount of the Credit, in the currency of the Credit, in favour of Banco Santander Totta, S.A., covering all mandatory risks related to the shipment of the goods and hereby assuming the responsibility to maintain its validity until this transaction is fully settled.

15. The carrying out of this transaction implies the use of the SWIFT system, and as such the personal data of the Applicant (specifically: IBAN, name, address, city) which will be automatically processed by the Society for Worldwide Interbank Financial Telecommunication (SWIFT), with head office in Belgium, for the purpose of completing this transaction. Equally, and due to the transmission of personal data to the SWIFT operational centre in the United States of America (USA), which is subject to North American legislation, such personal data, relative to the financial transfer to be carried out, may be accessed by the USA authorities for purposes of combating terrorism. To access information and update of personal data stored and treated automatically, the Applicant may consult it via his Branch or through the internet homebanking channel.

Guarantees/Collaterals:

☐ Promissory note in blanc: _____ ,

Subscribed by : _____

guaranteed by: _____

☐ - Other (kindly specify) : _____

Guarantors

Names:	Tax/VAT Nos:	Addresses:
1._____	_____	_____
2._____	_____	_____
3._____	_____	_____
4._____	_____	_____
5._____	_____	_____
6._____	_____	_____

In order to guarantee the full settlement of the liabilities emerging from this credit, specifically reimbursement of capital, payment of interest and other charges to be settled in the terms of this credit, the applicant and Guarantor(s), respectively, subscribe and guarantee an open promissory note, the completion of which by the Bank they hereby authorize, at the value in Euros of the amount established in line with the exchange rate stated in clause no. 4 of the General Conditions, that will remain in debt on the date of its completion and its immediate presentation for settlement if, on the date of payment of any of the agreed obligations, the same have not been fully settled by the applicant or by the Guarantor(s).

The undersigned expressly agree with all the provisions herein.

_____,_____ of _____ of _____

Applicant(s)*	Guarantors

*Rubber stamp with position in company - e.g. Manager, Director, Power of Attorney

Signature and Authorization Check	No. of Proposal

Check List - Documents required:

✓ Proposal for Issuance of an Import Documentary Credit, duly completed, initialled and signed
➲ Commercial transaction supporting documents (pro-forma invoice, sales contract, etc.)
➲ Insurance Certificate or Policy (in case it is the responsibility of the importer)

	Swift message MT700: Issue of a Letter of Credit - Field definitions	
Field	**Name of Field**	**Description**
27	Sequence of Total	This field specifies the number of this message in the series of messages sent for a documentary credit, and the total number of messages in the series
40 A	Form of Documentary Credit	This field specifies the type of credit.
20	Documentary Credit Number	This field specifies the documentary credit number which has been assigned by the Sender.
23	Reference To Pre-Advise	This field specifies if the documentary credit has been pre-advised.
31 C	Date of Issue	Date of issue of documentary credit
40 E	Applicable Rules	This field specifies the rules the credit is subject to.
31 D	Date and Place of Expiry	This field specifies the latest date for presentation under the documentary credit and the place where documents may be presented.
51 a	Applicant Bank	This field specifies the bank of the applicant customer, if different from the issuing bank
50	Applicant	This field specifies the party on behalf of which the documentary credit is being issued.
59	Beneficiary	This field specifies the party in favour of which the documentary credit is being issued.
32 B	Currency Code, Amount	Indicates the currency code and the amount of the documentary credit.
39 A	Percentage Credit Amount Tolerance	This field specifies the tolerance relative to the documentary credit amount as a percentage plus and/or minus that amount.
39 B	Maximum Credit Amount	This field further qualifies the documentary credit amount.
39 C	Additional Amounts Covered	This field specifies any additional amounts available to the beneficiary under the terms of the credit,such as insurance, freight, interest, etc.
41 a	Available with…by	This field identifies the bank with which the credit is available (the place for presentation) and an indication of how the credit is available.
42 C	Drafts at…	This field specifies the tenor of drafts to be drawn under the documentary credit.
42 a	Drawee	This field identifies the drawee of the drafts to be drawn under the documentary credit.
42 M	Mixed Payment Details	This field specifies the payment dates, amounts and/or method for their determination in a documentary credit which is available by mixed payment.
42 P	Deferred Payment Details	This field specifies the payment date or method for its determination in a documentary credit which is available by deferred payment only.
43 P	Partial Shipments	This field specifies whether or not partial shipments are allowed under the documentary credit.
43 T	Transshipment	This field specifies whether or not transshipment is allowed under the documentary credit.
44 A	Loading on Board / Dispatch / Taking in Charge at / From (*)	This field specifies the place of taking in charge (in case of a multimodal transport document), the place of receipt (in case of a road, rail or inland waterway transport document or a courier or expedited delivery service document), the place of dispatch or the place of shipment to be indicated on the transport document.
44 E	Port of Loading / Airport of Departure	This field specifies the port of loading or airport of departure to be indicated on the transport document.
44 F	Port of Discharge / Airport of Destination	This field specifies the port of discharge or airport of destination to be indicated on the transport document.
44 B	For Transport To…	This field specifies the final destination or place of delivery to be indicated on the transport document.
44 C	Latest Date of Shipment	This field specifies the latest date for loading on board/dispatch/taking in charge.
44 D	Shipment Period	This field specifies the period of time during which the goods are to be loaded on board/despatched/taken in charge.
45 A	Description of Goods and/or Services	This field contains a description of the goods and/or services
46 A	Documents Required	This field contains a description of any documents required.
47 A	Additional Conditions	This field contains a description of further conditions of the documentary credit.
71 B	Charges	This field may be used only to specify charges to be borne by the beneficiary. However, it is normal practice to specify the entity bearing the charges.
48	Period of Presentation	This field specifies the period of time after the date of shipment within which the documents must be presented for payment, acceptance or negotiation.
49	Confirmation Instructions	This field contains confirmation instructions for the Receiver.
58 a	Confirming Bank	Bank which is requested to add its confirmation or may add its confirmation.
53 a	Reimbursing Bank	This field specifies the name of the bank which has been authorised by the Sender to reimburse drawings under the documentary credit. This may be a branch of the Sender or the Receiver, or an entirely different bank.
78	Instructions to the Paying/Accepting/Negotiating Bank	This field specifies instructions to the paying, accepting or negotiating bank. It may also indicate if prenotification of a reimbursement claim or pre-debit notification to the issuing bank is required.
57 a	"Advise Through" Bank	This field identifies the bank, if different from the Receiver, through which the documentary credit is to be advised/confirmed to the beneficiary.
72	Sender to Receiver Information	This field specifies additional information for the Receiver.
	Mandatory Field	