



# MEGBÍZÁS VISSZAVONHATATLAN AKKREDITÍV NYITÁSÁRA

## APPLICATION FOR ISSUE AN IRREVOCABLE DOCUMENTARY CREDIT

ELSŐ OLDAL / FIRST PAGE

Kérjük, hogy az alábbi feltételekkel nyissanak visszavonhatatlan akkreditívet  
Subject to the following terms and conditions, please issue your irrevocable Documentary Credit

Ügyintéző

Contact person

Telefon

Phone

Megbízó  
Applicant

Kedvezményezett  
Beneficiary

Értesítő bank  
Advising bank

Az akkreditív típusa  Átruházható / Transferable  
Type  Igazolt / Confirmed

Lejárat helye és ideje  
Place and date of expiry

Devizanem  
Currency

Összeg  
Amount

Tolerancia  
Tolerance

+ % - %

Maximum  
Up to

Az akkreditív igénybe vehető  
Available with

látra  
at sight

lát után

napra  
days sight

szállítás után

napra

days after transport date

Részzállítás  
Partial

igen / yes  
 nem / no

Átrakás  
Transshipment

igen / yes  
 nem / no

Feladás helye  
Shipment from

Leszállítva  
to

Szállítási határidő  
Latest date of shipment

Szállítási ütemezés  
Shipment period

Árúleírás

Description of goods and / or services

Paritás

Terms of delivery

Kötésszám

Contract No:

### Egyéb előírások / Additional instructions

Okmánybenyújtás: fuvarokmányok keltétől számított \_\_\_\_\_ napig, e az akkreditív érvényességi idején belül.

Documents to be presented within \_\_\_\_\_ days after date of transport document, however within the validity of the Documentary Credit.

Bankköltségek:  
Charges:

Minden bankköltség a megbízót terheli.  
All bank charges for applicant's account.

Minden bankköltség a kedvezményezettet terheli.  
All bank charges for beneficiary's account.

Minden Magyarországon kívüli bankköltség a kedvezményezettet terheli.  
All bank charges outside Hungary for beneficiary's account.

Az akkreditív fizetését kérjük az alábbi számlánkról teljesítsék

For each payment under this Documentary Credit please debit our account No. \_\_\_\_\_

Jelen megbízásra a hátoldalon szereplő feltételek és a Megbízó és a Bank között létrejött akkreditív szerződés / keretszerződés rendelkezései vonatkoznak.

This Application shall be governed by and construed in accordance with the terms and conditions set forth on the reverse side of this Application and with the terms of the L/C Agreement / Master Agreement dd \_\_\_\_\_ no \_\_\_\_\_ signed by the Applicant and the Bank.

Kelt  
Date

Név és cégpecsét – Aláírás(ok)  
Name and Company stamp – Signature(s)

Bank use only

Signature Verified

1. The Applicant will pay the Bank on demand, at the address specified on the reverse side, in same day funds the amount of each draft or other request for payment (hereinafter called a "draft"), drawn under the Credit (whether drawn before, on, or, if in accordance with the law applicable to the Credit, after the expiry date stated in the Credit), except (a) if such draft is drawn in a currency other than Hungarian forints, the Applicant will pay the equivalent in Hungarian forints, at the Bank's then selling rate for cable transfers to the place where and in the currency in which such draft is payable, of such amount in such other currency, or, at the Bank's option, will pay the Bank in such other currency in a place, form and manner acceptable to the Bank, and (b) if a time draft is drawn under the Credit, the Bank will notify the Applicant of the amount and maturity date and the Applicant will make such payment without demand sufficiently in advance of its maturity to enable the Bank to arrange for cover in same day funds to reach the place where it is payable no later than the date of its maturity.
2. The Applicant will pay the Bank on demand (a) interest on all amounts remaining unpaid under section 1 hereof from time to time at such rate of interest as the Applicant and the Bank may agree and in the absence of such agreement, at such rate or rates as the Bank may in its discretion reasonably determine, (b) commissions in respect of the Credit (so long as the Bank shall be obligated under the Credit in accordance with the law applicable to the Credit), computed on such amounts and at such rates as the Applicant and the Bank may agree and in the absence of such agreement, on such amounts and at such rates as the Bank may in its discretion reasonably determine; and (c) all expenses which the Bank may pay or incur in connection with the Credit. For purpose hereof. "BaseRate" shall mean a fluctuating interest rate per annum (as determined in the Bank's discretion on each day during such period).
3. If for any reason there shall be any increase in the cost to the Bank of agreeing to make or making, funding or maintaining the Credit, then the Applicant shall from time to time, upon demand by the Bank, pay to the Bank additional amounts as the Bank may determine to be necessary to indemnify the Bank against such increased cost (such compensation to include an amount equal to any reduction of the rate of return on the assets or equity of the Bank to a level below that which the Bank could have achieved but for such increased cost).
4. Any action, inaction or omission taken or suffered by the Bank or by any of its correspondents under or in connection with the Credit or any relative drafts, documents or property, if in good faith and in conformity with the Uniform Customs and Practice for Documentary Credits as most recently published by the Chamber of Commerce (hereinafter called the "UCP"), Hungarian or other applicable foreign laws, regulations or customs applicable thereto, shall be binding upon the Applicant and shall not place the Bank or any of its correspondents under any resulting liability to the Applicant.
5. Any and all payments made to the Bank thereunder shall be made free and clear of and without deduction for any present or future taxes ("Taxes"). If the Applicant shall be required by law to deduct any taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions, the Bank shall receive an amount equal to the sum the Bank would have received had no such deductions been made; (ii) the Applicant shall make such deductions; and (iii) the Applicant shall pay the full amount deducted to the relevant taxation authority or other authority in compliance with applicable law. The Applicant will indemnify the Bank for the full amount of Taxes paid by the Bank and any liability arising therefrom or with respect thereto, whether or not such taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date the Bank makes written demand thereof. Within 30 days after the date of any payment of Taxes, the Applicant will furnish to the Bank the original or a certified evidencing payment thereof.
6. The Applicant will comply with all laws of Hungarian or other applicable foreign laws, rules and regulations (including exchange control regulations) now or hereafter applicable to the transaction related to the Credit or applicable to the execution, delivery and performance by the Applicant of this Agreement.
7. The Applicant will indemnify the Bank from against (a) all loss or damage to the Bank arising out of the Bank's issuance of, or any other action taken by the Bank in connection with, the Credit other than loss or damage resulting from the Bank's gross negligence or willful misconduct, and (b) all costs and expenses (including attorneys' fees and legal expenses) of all claims or legal proceedings arising out of the Bank's issuance of the Credit or incident to the collection of amounts owed by the Applicant hereunder or the enforcement of the Bank's rights hereunder.
8. Upon the occurrence and during the continuance of an Event of Default, the Bank and each of its affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by law and without prior notice or demand, to set off and apply any and all deposits held and any indebtedness owing by the Bank or affiliate to or for the account or credit of the Applicant against any and all of the Applicant's obligations hereunder, whether matured or unmatured.
9. This Agreement shall be binding upon the Applicant, its successors and assigns, and shall inure to the benefit of the Bank, its successors, transferees and assigns. No provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate permitted by applicable law. None of the terms of this Agreement may be waived or amended except as the Bank may consent there to in writing.
10. "Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce, Publication No. 500", and any subsequent revisions thereof approved by the International Chamber of Commerce shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the credit. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of Hungary in all respects, including matters construction, validity and performance, except to the extent such laws are inconsistent with the UCP.
11. If this Agreement or any provision hereof is terminated or revoked by operation of law as against the Applicant, the Applicant will indemnify and save the Bank, and the Bank's successors or assigns, harmless from any loss which may be suffered or incurred by the Bank in making, giving, or extending any loans or other credit or otherwise acting in reliance hereon, prior to receipt by it, of notice in writing from or on behalf of the Applicant of such termination or revocation.
12. The Applicant irrevocably submits to the exclusive jurisdiction of the courts of Budapest (Fővárosi Bíróság) or any other courts, as the Bank shall select, having jurisdiction in connection with any action or proceeding relating in any way to this Agreement.
13. The Applicant hereby appoints the Bank as attorney-in-fact, with full authority in the place and in the name of the Applicant or otherwise, from time to time, to take any action, at its discretion, and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purpose of this Agreement.
14. The Bank's General Terms and Conditions are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between a provision of this Agreement and the Bank's General Terms and Conditions, this Agreement shall prevail.
15. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

## Előírt okmányok / Documents required

- Aláírt kereskedelmi számla \_\_\_\_\_ eredeti példányban és \_\_\_\_\_ másolattal.  
Duly signed Commercial Invoice in \_\_\_\_\_ original and \_\_\_\_\_ copies.
- Teljes sorozat elhajózást igazoló tiszta tengeri hajóraklevél / Több módozatú fuvarlevél  
Full set clean on board Marine Bill of Lading / Multimodal Transport document
- rendeletre kiállítva és üresen forgatva  
made out to order and blank endorsed
- kiállítva \_\_\_\_\_ rendeletére  
made out to order of \_\_\_\_\_
- értesítendő fél \_\_\_\_\_  
notify party \_\_\_\_\_
- fuvardíj \_\_\_\_\_  fizetve \_\_\_\_\_  rendeltetési helyen fizetendő \_\_\_\_\_  
freight prepaid payable at destination
- Légi fuvarlevél harmadik példánya, címzett: \_\_\_\_\_  
Third copy if Airway Bill, consigned to \_\_\_\_\_
- Vasúti fuvarlevél másodpéldány, címzett: \_\_\_\_\_  
Duplicate Railway Bill, consigned to \_\_\_\_\_
- Kamion fuvarlevél feladó példánya, címzett: \_\_\_\_\_  
Sender's copy of Truck Waybill (CMR) consigned to \_\_\_\_\_
- Szállítmányozói igazolás arról, hogy az árut  
Forwarding Agents Certificate of Receipt evidencing that the goods have been
- fuvarozásra átvették  
received for shipment
- elszállították, címzett: \_\_\_\_\_  
shipped to \_\_\_\_\_
- Biztosítási kötvény / igazolás a következő kockázatokra: \_\_\_\_\_  
Insurance Policy / Certificate covering Risks: \_\_\_\_\_

Egyéb okmányok:  
Other documents:

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Különleges előírások:  
Special Conditions:

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- Birtokában vagyunk a szükséges import engedélynek, száma: \_\_\_\_\_  
We have obtained import Licence Number dd \_\_\_\_\_
- Az áru importja nem engedélyköteles.  
The import of the goods is not subject to Licence.

Kelt  
DateNév és cégpecsét – Aláírás(ok)  
Name and Company stamp – Signature(s)

Bank use only

Signature Verified

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