

16633 Foltz Parkway • Strongsville, Ohio 44149, U.S.A. • Telephone (440) 572-1500 • Fax (440) 238-8828 www.clark-reliance.com

## **LETTER OF CREDIT GUIDELINES - 2010**

We have indicated below the terms and conditions we would find acceptable in a letter of credit issued by your bank. Your efforts to gain compliance with these terms and conditions in the issuance of the letter of credit will ensure prompt dispatch and release to manufacturing of your order. The original letter of credit "draft" must be furnished within a thirty-day period (from date of accepted purchase order), with a final and accepted letter of credit within sixty days from date of accepted purchase order. If an accepted letter of credit is not furnished within the sixty day period, the order will be placed on financial hold until an accepted letter of credit is issued to Clark-Reliance. All activity related to the purchase order will discontinue until the letter of credit is accepted by Clark-Reliance. If applicable, any liquidated damages will be adjusted in accordance with the time delay. Orders will not be released to manufacturing until the original letter of credit is received and accepted. Please note that all quoted delivery times are based on the "released to manufacturing date".

- The letter of credit is to be drawn in irrevocable form and be subject to the Uniform Customs and Practice for Documentary Credits, as published and updated from time to time by the International Chamber of Commerce.
- The letter of credit is to be advised through: RBS Citizens N.A.

Member of The Royal Bank of Scotland

International Operations 20 Cabot Road, MMF470 Medford, MA 01255 USA

SWIFT Address: CTZIUS33 / Telex: 211047 CTZINTLUR

- The letter of credit shall specify that all banking charges and fees from the "issuing bank" are the responsibility of the applicant (buyer), and all banking charges and fees from the "receiving bank" are the responsibility of Clark-Reliance.
- The letter of credit is to be negotiable at the counters of any U.S.A. bank.
- The expiry date must be at least 21 days after the latest ship date and must expire in the U.S.A.
- The latest ship date will be specified by Clark-Reliance.
- The letter of credit must specify a 21-day presentation period.
- The beneficiary is to be shown as: Clark-Reliance Corporation

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- The letter of credit shall be payable at sight of draft and documents.
- Unless specified otherwise, an unconfirmed letter of credit is acceptable.











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- The letter of credit must be payable in U.S. currency.
- The following standard documents are provided if required in the letter of credit:
  - Commercial invoice stating "INCOTERMS 2000" terms of sales as noted on the proforma invoice/quote.
  - Packing list
  - o Insurance certificate
  - Certificate of origin Do not specify the origin country in the letter of credit.
  - Clean ocean/airway bill of lading.

Any additional documentation will require prior approval, and if applicable, fees for these documents must be incorporated into the letter of credit amount.

- The airway/ocean bill of lading must be consigned to the issuing bank and notify the applicant showing freight prepaid or collect as per Incoterms 2000.
- Freight forwarder's house airway bill/bill of lading is our standard practice if freight charges have been quoted.
- The airport/port of export shall be specified as any U.S.A. airport/port.

NOTE: There is an additional \$500.00 net charge for the letter of credit processing, standard certificates and fees. Please include this charge in your total letter of credit amount.







