

AKREDITIIVI TINGIMUSED DOCUMENTARY CREDIT TERMS

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1. AKREDITIIVI LEPING

1.1 Käesolev akreditiivi avamise leping (edaspidi: Leping) koosneb akreditiivi avamise taotlusest ja käesolevatest tingimustest. Akreditiivi avamise taotlusele alla kirjutamisega on akreditiivi taotleja (edaspidi: Taotleja) võtnud endale kõik allpoolnimetatud kohustused. Poold lühtuvad Lepingu täitmisel ja Lepingu alusel avatava akreditiivi (edaspidi: Akreditiiv) käsitlemisel Lepingust, Eesti Vabariigi õigusaktidest, Rahvusvahelise Kaubanduskoja väljande "Akreditiivi käsitlemise üldistatud tavad ja praktikad" Akreditiivi avamise hetkel kehtiva redaktsiooni inglise keelsest versioonist ning Panga üldtingimustest, tootetingimustest ja hinnakirjast.

1.2 Käesoleva lepingu pooleks on AS SEB Pank (edaspidi Pank) ja Taotleja.

1.3 Lepingu alla kirjutamisega annab Taotleja Pangale korralduse Akreditiivi avamiseks ja makse tegemiseks Akreditiivi saajale vastavalt Akreditiivi tingimustele (akreditiiviarveldus). Pangal ei ole kohustus Lepingu alusel Akreditiivi avada. Pank teavitab Taotlejat Akreditiivi mitte avamisest viie pangapäeva jooksul arvates Akreditiivi avamise taotluse saamisest.

1.4 Akreditiivi saaja pank saabab Akreditiivi alusel esitatud dokumendid Pangale ja Pank saabab dokumendid Taotlejale kullerposti või tähtitud posti teel. Akreditiivi alusel Pangale esitatud dokumentide saatmine Pangale ja edastamine Taotlejale toimub Taotleja vastutusel. Taotleja kinnitab, et ta on teadlik dokumentide kullerposti teel või tähtitud postiga saatmisega seotud riskidest ning aksepteerib, et Pank ei vastuta kahjude eest, mis võivad tekkida dokumentide kullerposti teel või tähtitud postiga saatmise tõttu. Pank saabab Akreditiivi alusel Pangale esitatud dokumendid Taotlejale Taotleja poolt Akreditiivi avamise taotluses nimetatud asukohta juhul, kui Taotleja ja Pank ei ole eelnevalt kokku leppinud teisiti.

1.5 Akreditiivi seotud vaidlused Panga ja Taotleja vahel lahendatakse läbirääkimiste teel, kokkuleppele mitte jõudmisel lahendatakse vaidlused Harju Maakohus.

2. LEPINGUST TULENEVATE TAOTLEJA KOHUSTUSTE TAGAMINE

2.1 Enne Akreditiivi avamist lepivad Taotleja ja Pank kokku, mil viisil Taotleja tagab Akreditiivi Panga poolt väljastamisest tuleneva maksekohustuse täitmise Pangale.

2.2 Rahalise kattega ja osalise rahalise kattega Akreditiivi väljastamiseks annab Taotleja Pangale õiguse debiteerida enne Akreditiivi avamist oma Lepingus näidatud kontot Akreditiivisumma või selle osa ulatuses. Nimetatud summa arvelt teeb Pank Akreditiivi alusel väljastamiseks (sh ettemakse) Akreditiivi saajale või Akreditiivi saaja pangale, summa jääb Panga käsutusse kuni väljastamise tegemiseni. Kui Akreditiivi aegub ilma, et Akreditiivisaaja oleks Akreditiivi alusel väljastamiseks tegemist nõudnud (aegumistähtpäeva möödudes ei ole Akreditiivi saaja esitanud Pangale Akreditiivi tingimustele vastavaid dokumente) või välja-

makse on tehtud Akreditiivi summast väiksemas summas, tagastab Pank Taotleja kontolt enne Akreditiivi avamist debiteeritud summa või selle kasutamata osa Taotlejale 11 (üheistkümnendal) pangapäeval peale Akreditiivi aegumistähtpäeva, kui Akreditiivi aegub Akreditiivi saaja pangas ja 1 (ühe) pangapäeva jooksul, kui Akreditiivi aegub Pangas ning juhul, kui Pank on teinud Akreditiivi saaja pangale Akreditiivi arvel ettemakse, tagastab Pank ettemakse. Taotlejale ettemakse Pangale tagastamine päevale järgneval päeval. Pangal on õigus Taotleja kontolt debiteeritud summat mitte tagastada, kui Pangal on mõistlik kahtlus, et Akreditiivi alusel võidakse Pangale esitada veel Akreditiivi seotud ja Taotleja poolt hüvitamiseks kuuluvaid nõudeid.

2.3 Enne Akreditiivi avamist Lepingus näidatud kontolt debiteeritud Akreditiivisummal või selle osalt maksab Pank Taotlejale intressi 0,01% aastas alates Akreditiivisumma debiteerimise päevast kuni väljastamise tegemiseni või Akreditiivisumma tagastamiseni eelneva päevani, kui Pank ja Taotleja ei ole kokku leppinud teisiti. Akreditiivisummal arvestatud intressisumma kannab Pank Taotleja Lepingus näidatud kontolt väljastamise teostamise päeval, kui Akreditiivisumma väljastamiseks toimub ühes osas või viimase väljastamise teostamise päeval, kui Akreditiivisumma väljastamiseks toimub mitmes osas.

2.4 Rahalise katteta ja osalise rahalise kattega Akreditiivi väljastamiseks debiteerib Pank Akreditiivi saajale väljastatava summa rahalise katteta oma Lepingus näidatud arvelskontolt väljastamiseks (sh Akreditiivi saaja pangale tehtava ettemakse) toimumise päeval.

2.5 Taotleja on õigus nõudmisel saada Pangalt kord kalendriaastas tasuta väljavõtte Akreditiivi rahalise kätte arvel toimumust väljastamiseks kohta. Nimetatud teabe annab Pank edasi telefoni, elektronposti või faksi teel, samuti allkirjastatuna paberkanalil, kui Taotleja seda nõuab.

3. AKREDITIIVI SUMMA, TEENUSTASUDE JA KULUDE HÜVITAMINE

3.1 Taotleja kohustub hüvitama Pangale kõik Akreditiivi avamise ja väljastamisega (sh ettemakse tegemisega) Panga poolt tehtud makseid ja kantavate kulutused, sh rahalise katteta väljastatud Akreditiivi summa ja Akreditiivist tulenevad teenustasud (sh Akreditiivi seotud teiste pankade teenustasud ja kulud, kui Pank on need tasunud või kui nende maksmist nõutakse Pangalt).

3.2 Taotleja annab Lepingule alla kirjutades Pangale õiguse debiteerida kõik Akreditiivi avamise, kehtimisega ja väljastamisega seotud teenustasud ja kulud ning Akreditiivisumma, samuti muud Lepingus ettenähtud makseid Lepingus näidatud kontolt või, piisava summa puudumisel eelnevat kontolt. Panga ärarängetel muudelt Taotleja pangakontodelt Pangas. Pangal on vajadusel õigus summad konverteerida debiteerimise hetkel Panga kehtivast vastavate väärtuste konverteerimise kursside alusel. Taotleja kinnitab, et nimetatud summade debiteerimiseks ega konverteerimiseks ei ole vajalik Taotleja täiendav korraldus ega Taotleja eelnev teavitamine.

4. VIIVIS

Lepingu alusel maksete mittetähtaegsel tegemisel kohustub Taotleja maksma Pangale viivist 0,5 (null koma viis) protsenti Panga tähtaegsel tasumat nõude tasumata osalt päevas alates päevast, mille Pank on märkinud Taotleja esitatud maksenõude maksetähtpäevaks kuni makse summa Pangale laekumise päevani.

5. PANK KOHUSTUB

5.1 avama Akreditiivi vastavalt Lepingus sisalduvale taotlusele taotluse märgitud valutas tingimusel, et sellele valutale on Pank teenerinud ostu- ja müügikursi. Pank ei ava Akreditiivi, kui Pank leiab, et taotlejav Akreditiivi ei ole kooskõlas Panga krediidipoliitikaga või Lepinguga või Taotleja ja Panga vahel akreditiivide väljastamiseks sõlmitud limiidilepinguga või Taotlus või Akreditiivi aluseks olev kohustus on ebaselet või kui Taotleja on rikkunud Lepingust või akreditiivide väljastamiseks sõlmitud limiidilepingust tulenevaid kohustusi.

5.2 esitama Taotleja nõudel Taotlejale dokumentide kõigi Akreditiivi alusel Taotleja kontolt tehtud maksete kohta;

5.3 tegema Akreditiivi alusel ja tingimuste kohaselt väljastamiseks, kui Akreditiivi saaja esitab Pangale dokumendid, mis tõendavad, et Akreditiivi saaja on täitnud Akreditiivi tingimused. Tehes Akreditiivi saaja esitatud, pealtnäha Akreditiivi tingimustele vastavate dokumentide alusel makse, ei vastuta Pank dokumentide ehtsuse, kauba saatmise, koguse ega kvaliteedi eest.

5.4 tegema Akreditiivi saaja panga nõudel Akreditiivi väljastamiseks tagamiseks Akreditiivi arvel Akreditiivi saaja pangale ettemakse. Pangal ei ole kohustus ettemakse summat Taotlejale tagastada juhul, kui Akreditiivi saaja pank teostab nimetatud summa arvelt väljastamiseks või ei tagasta mis tahes põhjusel ettemakse summat Pangale.

6. LEPINGU KEHTIVUS

Leping jõustub Akreditiivi avamise hetkest ja kehtib kuni nõuete kohase täitmiseni. Poolel ei ole õigust Lepingut üles öelda. Lepingust taganeda ega lõpetada või muuta Lepingut ühepoolselt muul viisil. Lepingut võib muuta või lõpetada üksnes Poole kirjaliku kokkuleppel. Lepingu tingimuste muudatused vormistatakse Lepingu lisadena, millele kirjutavad alla mõlemad Poolel.

7. LEPINGU EKSEMPLARID

Leping on sõlmitud ühes väljatrükitud originaaleksemplaril (Pangale jääb Lepingu originaal, Taotlejale jääb üks Lepingu kopia). Juhul, kui Leping sõlmistatakse Internetipanga vahendusel, siis säilitab Pank Lepingu teksti, Taotleja väljastatakse Taotleja nõudmisel Lepingust kopia.

1. DOCUMENTARY CREDIT AGREEMENT

1.1 This Documentary Credit Agreement (hereinafter the Agreement) consists of the application of issuing a documentary credit and the present terms and conditions. By signing the documentary credit application the Applicant shall assume all of the below mentioned obligations. The Parties shall be governed by the Agreement, by the legal acts of Republic of Estonia and the English version of the publication: Uniform Customs and Practice for Documentary Credits, of the International Chamber of Commerce, which is valid at the time of issue of the Documentary Credit, to the opened documentary credit (hereinafter the Documentary Credit), general terms and conditions established by the Bank, price list established by the Bank and product conditions established by the Bank.

1.2 The parties of the Agreement are AS SEB Pank (hereinafter the Bank) and the Applicant.

1.3 By signing this Agreement the Applicant gives the Bank an order to issue a Documentary Credit and to make a payment to the beneficiary of the Documentary Credit pursuant to the terms and conditions of Documentary Credit (settlement by the documentary credit). The Bank has no obligation to issue the Documentary Credit under the Agreement. The Bank shall inform the Applicant within five banking days after receipt of the application of issuing a Documentary Credit if the Bank decides not to issue the Documentary Credit.

1.4 Bank of the beneficiary of the documentary credit will send documents presented under the documentary credit to the Bank and the Bank will send the documents to the Applicant by courier service or by registered mail. The presentation of the documents to the Bank and by the Bank to the Applicant will be done on the responsibility of the Applicant. The Applicant confirms to be aware of the risks of sending the documents by courier service or by registered mail and accepts that the Bank shall not be held liable for any damage, that may be caused due to sending the documents by courier service or by registered mail. The Bank will send the documents presented to the Bank under a Documentary Credit to the Applicant's address indicated on the application of issuing the documentary credit, unless not agreed otherwise by the Bank and the Applicant.

1.5 Any disputes between the Bank and the Applicant in connection with the Documentary Credit shall be settled in course of negotiations, if an agreement is not reached the dispute shall be settled in the Harju County Court.

2. SECURING THE OBLIGATIONS OF THE APPLICANT ARISING FROM THE AGREEMENT

2.1 Before issuing the Documentary Credit, the Applicant and the Bank shall agree on the terms of securing the payment obligation to the Bank, arising from payment of the Documentary Credit amount by the Bank.

2.2 If the Documentary Credit is cash covered or partially cash covered, the Applicant shall authorize the Bank to debit its current account indicated in the Agreement with the amount of the Documentary Credit or with the partial amount of the Documentary Credit before issuing the Documentary Credit. The Bank shall effect payment of the mentioned amount under Documentary Credit (including amount paid advance) to the beneficiary of the Documentary Credit or to the latter's bank. The mentioned amount will remain at the Bank's disposal until payment to the beneficiary under the Documentary Credit. Should the Documentary Credit expire without the beneficiary having

demanded payment under the Documentary Credit (i.e. the beneficiary has not presented documents corresponding to the Documentary Credit by the expiry date), or the payment has been made in a smaller amount than that of the Documentary Credit, the Bank shall return the amount debited from the Applicant's account or its unused part to the Applicant on 11th (eleventh) banking day after the expiry date of the Documentary Credit, if the Documentary Credit expires in the beneficiary's bank and within one banking day, if the Documentary Credit expires in the Bank. Provided the Bank has effected prepayment to the beneficiary of the Documentary Credit under the Documentary Credit, the Bank shall return the amount paid advance to the Applicant on the following business day after the amount paid advance has been returned to the Bank. The Bank may refuse to release the amount debited from the Applicant's account if it has reasonable doubts that the Bank may receive additional claims in connection with the Documentary Credit to be compensated for by the Applicant.

2.3 The Bank shall pay interest of 0,01 % per annum to the Applicant calculated on the amount debited from the Applicant's current account before issuing the Documentary Credit. The interest period shall be from the date of debiting the Applicant's current account until the payment is effected under the Documentary Credit or until the day before the Documentary Credit amount is returned, unless the parties have agreed otherwise. The Bank shall credit the Applicant's current account indicated on the application with interest calculated on the Documentary Credit amount on the payment day of the Documentary Credit, if the Documentary Credit amount will be paid out in one part or on the final payment day of the Documentary Credit, if the Documentary Credit amount will be paid out in more than one part.

2.4 Upon payment of a Documentary Credit without cash coverage or Documentary Credit with partial cash cover the Bank shall debit on the payment day the amount not secured with the deposit payable to the beneficiary (including amounts paid advance to beneficiary's bank) from the account indicated in Agreement.

2.5 The Applicant has the right to receive once in calendar year statement of transactions related to cash cover from the Bank free of charge. The mentioned information shall be provided by the Bank by phone, e-mail or by fax or in paper format signed by the Bank if required by the Applicant.

3. REIMBURSEMENT OF DOCUMENTARY CREDIT AMOUNT, COMMISSION FEES AND EXPENSES

3.1 The applicant undertakes to compensate to the Bank for all of the payments and expenses incurred to the Bank in connection with issuing and paying the Documentary Credit, incl. the amount paid advance, the paid out amount of Documentary Credit without cash coverage and the commission fees pertinent to the Documentary Credit (incl. the commission fees and expenses of other banks in connection with the Documentary Credit, if the Bank has paid them or if they are charged from the Bank).

3.2 By signing this Agreement the Applicant authorizes the Bank to debit all the commission fees and expenses in connection with issuing, validity and payment of the Documentary Credit, the amount of Documentary Credit and other payments according to the Agreement from the account, indicated in the Agreement, or if the funds in the aforementioned account are insufficient, from any other bank account of the Applicant at the Bank at the discretion of the Bank. The Bank has

the right to convert the amounts according to the Bank's applicable currency exchange rates valid at the time of converting. The Applicant confirms that debiting or converting of such amounts does not call for any additional orders of the Applicant or prior informing of the same.

4. LATE PENALTY

In the event of failure to make prompt payments under the Agreement the Applicant undertakes to pay the Bank late penalty in the amount of 0.5 (zero point five) percent of the outstanding part of the due amount per day starting from the day, which the Bank has established as a payment day in its claim for payment presented to the Applicant, until the day the Bank receives the amount of payment

5. BANK SHALL

5.1 issue the Documentary Credit according to the Documentary Credit application in the currency, stated in the Application, provided the Bank has quoted a purchase- and sale exchange rate for the respective currency. The Bank shall not issue the Documentary Credit, if the Documentary Credit is not in accordance with the Bank's credit policy or with the Agreement or with the limit agreement for issuing documentary credits concluded between the Bank and the Applicant or if the Documentary Credit application or secured obligation is unclear or if the Applicant has breached obligations of the Agreement or the limit agreement for issuing documentary credits

5.2 on demand of the Applicant present documents to the latter for all payments from the account of the Applicant under the Documentary Credit;

5.3 make a payment under the Documentary Credit and according to the terms and conditions of the same, if the beneficiary presents to the Bank the documents confirming that the beneficiary has fulfilled the conditions of the documentary Credit. By making a payment under the documents presented by the Applicant and in appearance corresponding to the terms and conditions of the Documentary Credit the Bank shall not be liable neither for the authenticity of the documents nor the shipment or the quality or the quantity of the goods;

5.4 make an advance payment to beneficiary's bank if required so by beneficiary's bank in order to secure the payment under the Documentary Credit to beneficiary's bank. The Bank is in no obligation to return the amount paid advance to the Applicant, if beneficiary's bank will effect payment from this amount or does not return the amount paid advance to the Bank for whatever reason

6. VALIDITY OF THE AGREEMENT

This Agreement shall take effect as of the moment of and shall be valid until due performance. The Parties shall have no right to cancel the Agreement, to withdraw from the Agreement nor to terminate or amend the Agreement unilaterally. The Agreement may be amended only upon written agreement of the Parties. The Agreement conditions shall be in written as appendices to the Agreement, signed by both parties.

7. COPIES OF THE AGREEMENT

This Agreement is made in one printed original copy (the Bank shall have the original of the Agreement, the Applicant shall have a copy of the Agreement). If the Agreement is concluded through internetbank, the Bank will store the Agreement. On the Applicant's request the Bank will provide the Applicant with the copy of the Agreement.