

Translation: Almindelige betingelser for remburser

General terms and conditions of documentary credits

1. Unless otherwise explicitly agreed, Sydbank shall apply the Uniform Customs and Practice for Documentary Credits (UCP) as published by the International Chamber of Commerce in force at the time of issue. On demand Sydbank will hand out a Danish translation of UCP.
2. The General Terms and Conditions of Documentary Credits will also apply to any changes in documentary credits made at the request of the applicant.
3. If according to the application the applicant is to take out insurance he will hand over policies/certificates to the Bank at request.
4. Any business transaction which the Bank has now or may later acquire with the applicant the Bank shall have pledge on:
 - All currency amounts covered or amounts transferred to cover the documentary credit.
 - Documentary credits taken up.
 - The goods and their insurance sums relating to the documentary credit.
 - Anything which by sale or otherwise may replace the goods mentioned.The Bank shall be authorized to endorse or sign the documents with binding effect on the applicant. If necessary the Bank may realise the goods through public auction or by private sale for the account of the applicant without observing the rules of pledge.
5. The applicant undertakes to examine documents taken up immediately upon receipt. If the documents differ or lack conformity to an extent which the applicant is not prepared to accept, the applicant will notify the Bank immediately thereof and shall neither be entitled to deal with the documents nor the goods in question without the Bank's consent.
6. The applicant shall be obliged to cover the Bank's disbursements in accordance with the Bank's payment or claim from the Bank's correspondent bank, even if the credit documents have not reached the Bank whether due to delay or other matters including the loss of such documents. The applicant shall be obliged to cover the Bank on demand in respect of the documentary credit amount if the Bank's correspondent bank requires cover in connection with the issuance of the documentary credit or at any later time.
7. Any transfer of the documentary credit amount shall be for the risk and account of the applicant and the Bank shall not be liable for the arrival of the amount abroad or for any exchange rate differences regarding the transfer. If the documentary credit is not utilized or only partly utilized the Bank shall not be responsible for the reversal of non-utilized amounts or for any exchange rate differences concerning the reversal thereof.
8. Balances in foreign currency are held in accounts in the name of the Bank with its correspondents in the relevant country at the applicant's risk. When dealing with such accounts the applicant shall be subject to the same restrictions as those prevailing for the Bank at any time.
9. If the documentary credit is wholly or partly utilized when expiring or cancelled, the Bank shall be entitled to recall, reverse as well as translate any amounts transferred and to recall as well as translate amounts which the Bank has received as security. However the Bank shall not be obligated thereto before it has received instructions to that effect from the applicant.
10. Changes entailing a reduction in the Bank's obligations eg a reduction in amounts or shortening of maturity shall not become effective before the Bank has received written consent from its correspondent.
11. If the documentary credit is not utilized the Bank will not discharge the applicant before the Bank has been discharged by its correspondent.
12. The Bank shall not be liable for losses suffered as a result of rules of law, actions on the part of public authorities or similar circumstances, actual or impending war, rebellion, civil unrest, terror, sabotage, natural disasters, strike, lockout, boycott and picket actions, no matter if the Bank is itself a party to the conflict or not, and no matter if only part of the Bank's functions are affected thereby. However the Bank shall not be exempt from liability in the event of independent liability on the part of the Bank.
13. Moreover the Bank's terms and conditions will apply.