

# Export-Import Management Textbook

*2<sub>nd</sub> Edition*

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# **I. LECTURE**

# Introduction

- Foreign Trade concept
- The parties and their functions

# Commerce

- Commerce refers to the exchange of goods, services between businesses or entities.



# Law on the Protection of Turkish Currency

- Law No. 1567 "Law on the Protection of Turkish Currency" was into force on 25.03.1930.

- The source of the exchange control system in our country is based on protectionist policies implemented after great depression in US in 1929. After great depression balance of payment started to deteriorate due to the dependence of the economy on importation.

- Appendix 1-1 : Law on the Protection of Turkish Currency
- Appendix 1-2 : Decision No. 32
- Appendix 1-3 : DAB Sample

# Balance of Payments

- The balance of payments, also known as balance of international payments and abbreviated BoP, of a country is the record of all economic transactions between the residents of the country and the rest of the world in a particular period (over a quarter of a year or more commonly over a year).

# Items of the Balance of Payments

- Current account
- Capital and Financial account
- Reserve asset

# Current Account

- Merchandise Transactions or Visible Trade
- Invisible Items

# Capital and Financial account

- Direct investments, portfolio Investments

# Reserve Asset

- Gold and foreign currencies



# Open Balance Measures

- Devaluation
- Exchange control, customs duties, incentives, subsidies
- Quotas, import restrictions
- Borrowing

# IMF

- Formed in 1944 at the Bretton Woods Conference, it came into formal existence in 1945 with 29 member countries and the goal of reconstructing the international payment system.

# The World Bank

- The World Bank is an international financial institution that provides loans to developing countries for capital programs.

# GATT

- General Agreement on Tariffs and Trade (GATT) was a multilateral agreement regulating international trade. Its purpose was the substantial reduction of tariffs and other trade barriers on a reciprocal and mutually advantageous basis.

# Customs Union

- Customs union is a type of trade bloc which is composed of a free trade area with a common external tariff. The participant countries set up common external trade policy, but in some cases they use different import quotas.

# World Trade Organization

- The World Trade Organization (WTO) is an intergovernmental organization which regulates international trade. The WTO officially commenced in 1995 under the Marrakesh Agreement, signed in 1994, replacing the General Agreement on Tariffs and Trade (GATT). The WTO deals with regulation of trade between participating countries.

# EFTA

- The European Free Trade Association (EFTA) is a regional trade organisation and free trade area consisting of four European states: Iceland, Liechtenstein, Norway, and Switzerland.
- The EFTA was established on 3 May 1960 as an alternative trade bloc for European states who were unable or unwilling to join the then European Economic Community.

# Effective rate of exchange

- Paper money exchange rate



# Convertibility

- Convertibility is the quality that allows money or other financial instruments to be converted into other liquid stores of value. Convertibility is an important factor in international trade, where instruments valued in different currencies must be exchanged.

# Credit

- The money lent or borrowed under a credit arrangement (non-cash loans or cash loans).

# Free-trade Zone

- A free-trade zone (FTZ) is a specific class of special economic zone. They are a geographic area where goods may be landed, handled, manufactured or reconfigured, and reexported without the intervention of the customs authorities.

# Risks in International Trade

- Country risk
- Exchange risk
- Commercial Risk
- Transport Risk

# Country risk

- Sudden changes in the economic, political conditions of the country we trade and Cultural differences between two countries.

# Exchange risk

- Foreign exchange risk (also known as FX risk, exchange rate risk or currency risk) is a financial risk that exists when a financial transaction is denominated in a currency other than that of the base currency of the company.

# Commercial Risk

- Financial difficulty of buyer
- Fraud

# Transport Risk

- Theft and pilferage
- Deterioration
- Putrefaction
- Late delivery
- Lost
- etc.



**Kanun No. 1567**  
**Kabulü: 20.2.1930**

## **TÜRK PARASININ KIYMETİNİ KORUMA HAKKINDA KANUN**

### **Madde 1-**

Kambiyo, nukut, esham ve tahvilat alım ve satımının ve bunlar ile kıymetli madenler ve kıymetli taşlarla bunlardan mamul veya bunları muhtevi her nevi eşya ve kıymetlerin ve ticari senetlerle tediyeyi temine yarıyan her türlü vasıta ve vesikaların memleketten ihracı veya memlekete ithalinin tanzim ve tahdidine ve Türk parasının kıymetinin korunması zımında kararlar ittihazına Bakanlar Kurulu salahiyetlidir.

### **Madde 2-**

Bu kararlar (Türk Parası Kıymetini Koruma) başlığı altında Resmi Gazete ile ve Hazine Müsteşarlığının bağlı bulunduğu Bakanlığın münasip göreceği diğer neşir vasıtalarıyla neşir ve ilan olunur.

Şu kadar ki kararların yürürlüğe girmesinde Resmi Gazete ile yapılacak neşir ve ilan esas olup bu gazete ile neşredilen kararlar başka vasıtalarla neşir ve ilan edilmiş olsun olmasın metinlerinde mer'iyet tarihi varsa o tarihten yok ise Resmi Gazete ile neşredildiğinin ertesi gününden itibaren Türkiye'nin her tarafında yürürlüğe girer.

### **Madde 3-**

**a)** Bakanlar Kurulunca 1 inci maddeye göre alınan kararlara aykırı hareket eden veya bu kararlarda belirlenen yükümlülüklerini yerine getirmeyen gerçek ve tüzel kişiler ikimilyar liradan yirmibeşmilyar liraya kadar ağır para cezasıyla cezalandırılırlar.

Ancak, karara aykırı fiil 1 inci maddede yazılı kıymetlerin izinsiz olarak yurttan çıkarılması veya yurda sokulması mahiyetinde ise eşya ve kıymetlerin rayiç bedeli kadar, teşebbüs halinde bu bedelin yarısı kadar ağır para cezasına hükmolunur. Yakalanan eşya ve kıymetler, fiil teşebbüs derecesinde kalsa dahi, müsadere olunur. Yakalanamadığı için müsadere edilemeyen eşya ve kıymetlerin rayiç bedeli kadar ağır para cezasına hükmolunur.

**b)** Her türlü mal, kıymet, hizmet ve sermaye ithal ve ihraç edenler veya bu işlere aracılık edenlerden bu işlemlerinden doğan alacaklarını 1 inci maddeye göre alınan kararlardaki hükümlere göre yurda getirmeyenler yurda getirmekle yükümlü oldukları kıymetin rayiç bedelinin yüzde beşi tutarında ağır para cezasıyla cezalandırılırlar.

Ancak, yargı kararının kesinleşmesinden önce alacaklarını yurda getirenlere, bu maddenin (a) bendinin birinci paragrafındaki hükümler uygulanır.

**c)** İthalat, ihracat ve diğer kambiyo işlemlerinde döviz veya Türk parası kaçırmak kastıyla muvazaalı işlemlerde bulunanlar, kaçırdıkları kıymetlerin rayiç bedeli kadar ağır para cezasıyla cezalandırılırlar.

Muvazaalı işlemlere teşebbüs edenler hakkında hükmolunacak para cezası kaçırmaya teşebbüs edilen kıymetin rayiç bedelinin yarısından az olamaz.

**d)** Bu madde uygulamasında dövizlerin rayiç bedelinin tespitinde, suç tarihinde geçerli döviz alış kurları uygulanır.

Hükmolunacak para cezasına, suç tarihi ile tahsil tarihi arasındaki süreler için 6183 sayılı Kanuna göre tespit edilen gecikme zammı oranında, para cezası ile birlikte tahsil olunmak üzere, gecikme faizi uygulanır. Gecikme faizinin hesaplanmasında ay kesirleri nazara alınmaz.

**e)** Yukarıdaki bentlerde yazılı suçların tekrerrüü halinde verilecek cezalar iki kat olarak hükmedilir.

#### **Madde 4-**

Bakanlar Kurulunca 1 inci maddeye müsteniden ittihaz edilecek kararlara aykırı hallere ait takip ve duruşma meşhut suçların muhakeme usulü hükümleri mucibince yapılır. Bu davaları rüyet edecek mahkemelerle bu mahkemelerin kaza çevreleri Adalet ve Hazine Müsteşarlığının bağlı bulunduğu Bakanlıklarca müştereken tayin ve ilan olunur. Cumhuriyet savcıları, doğrudan doğruya veya Hazine Müsteşarlığının bağlı bulunduğu Bakanlık veya tavgiz edeceği mercilerin yazılı müracaatı üzerine mezkur kanun hükümlerine tevfikan takibe geçerler.

Kararlara aykırı fiillere sair suretlerle ıttıla hasıl eden Cumhuriyet savcıları hemen Hazine Müsteşarlığının bağlı bulunduğu Bakanlık veya tavgiz edeceği mercileri haberdar ederek keyfiyetin tetkikini talep edebilirler.

Cumhuriyet savcıları ve mahkemelerce umumi hükümlere tevfikan takibat icrasına zaruret görülen hallerde takip ve duruşmaya üç günden fazla fasıla verilemez.

Cumhuriyet Savcılıkları ve mahkemeler bu Kanun hükümlerine istinaden cereyan edecek takip ve duruşmalarda bilirkişi dinlenmesine lüzum gördükleri takdirde münhasıran resmi bilirkişi listesinde isimleri yazılı kimselerden seçecekleri bilirkişilerin rey ve mütalaasını alırlar. Resmi bilirkişi listeleri her yargı çevresi için dokuzar kişiden aşağı olmamak üzere Türkiye Ticaret Odaları, Sanayi Odaları ve Ticaret Borsaları Birliğinin mütalaası alınmak suretiyle Hazine ve Dış Ticaret Müsteşarlığı tarafından tespit olunur.

Hazine Müsteşarlığının bağlı bulunduğu Bakanlık, Bakanlığın veya tavgiz edeceği mercilerin Cumhuriyet savcılığına yazılı müracaatta bulunmasıyle müdahil sıfatını iktisap eder.

#### **Madde 5-**

Bakanlar Kurulunca ittihaz olunacak karara muhalif hareketler için 1447 numaralı kanunla sair kanunlarda yazılı ceza hükümleri cari olmayıp bu kanundaki cezalar tatbik olunur.

**Ek madde 1-** Maliye müfettişleri ile Maliye müfettiş muavinleri, hesap uzman ve yardımcıları, Hazine kontrolörleri ve stajyer Hazine kontrolörleri ve kambiyo murakabe mercileri bu kanun hükümlerine aykırı hareket edenler hakkında tetkikat ve tahkikat yapmak ve tahkikat sırasında suç emareleri bulunursa maznunlar ve suçla ilgisi görülenler nezdinde Ceza Muhakemeleri Usulü Kanununun zabıt ve arama hakkındaki hükümleri gereğince muamele ifa etmek salahiyetini haizdirler.

**Ek madde 2-** Muhacir ve mültecilerin İskan Kanununun 31 inci maddesi haricinde, menkul ve gayrimenkul mallarının bedeli ve ellerindeki nakitler karşılığında yapacakları ithalat bu kanun hükümlerine tabidir.

Hariçteki servetlerin tevsik şekli, getirilecek malların cins ve nev'i ile ithal için müracaat zamanı ve Hazine Müsteşarlığının bağlı bulunduğu Bakanlıkca verilecek müsaadelerin geçerlik süresi ve konuyla alakalı diğer hususlar ayrı bir Bakanlar Kurulu Kararı ile tesbit olunur.

Bu Kanun yürürlükte kaldığı müddetçe İskan Kanununun 32 nci maddesinin ithal edilecek eşyaların cins ve nev'ini tahdit ve tayin eden hükmü ile 33 üncü maddesi uygulanmaz.

**Ek madde 3-** Bu Kanuna aykırı fiilleri ihbar edenlerle suç delillerinin tesbitinde hizmeti görülenlere, hangi hallerde ikramiye verileceği ve verilecek ikramiyenin miktar ve nispeti Bakanlar Kurulu kararı ile tesbit olunur.

Ancak verilecek ikramiyenin miktarı, bu kanun mucibince hükmolunacak para cezalarından tahsil edilecek miktarın % 45 ini geçemez.

**Ek madde 4-** Bu Kanuna göre gerçek ve tüzel kişiler hakkında hükmolunacak para cezalarıyla 1 inci maddeye göre alınan kararlar uyarınca tahsili gereken alacaklar hakkında 6183 sayılı Amme Alacaklarının Tahsil Usulü Hakkında Kanun hükümleri uygulanır.

**Ek madde 5-** Bu Kanunun 1 inci maddesine göre Bakanlar Kurulunca alınan kararlarda lehe değişiklik yapılması veya bu kararların yürürlükten kaldırılması hallerinde; değiştirilen veya kaldırılan kararlara aykırı davranışta bulunmuş olanlar hakkında, failin lehine olan kararlar ve kanun hükümleri tatbik ve infaz olunur.

#### **Madde 6-**

Bu Kanun neşri tarihinden üç sene müddetle muteberdir.\*

#### **Madde 7-**

Bu Kanun hükümlerinin icrasına Bakanlar Kurulu memurdur.

## TEBLİĞ

Hazine Müsteşarlığından:**TÜRK PARASI KIYMETİNİ KORUMA HAKKINDA  
32 SAYILI KARARA İLİŞKİN TEBLİĞ  
(TEBLİĞ NO: 2008-32/34)****Amaç**

**MADDE 1 –** (1) Türk Parası Kıymetini Koruma Hakkında 32 sayılı Karar gereğince tesbiti Bakanlığa bırakılan konular bu Tebliğ ile düzenlenmiştir.

**Dayanak**

**MADDE 2 –** (1) Bu Tebliğ, 11/8/1989 tarih ve 20249 sayılı Resmî Gazete’de yayımlanan Türk Parası Kıymetini Koruma Hakkında 32 sayılı Karara istinaden hazırlanmıştır.

**Türk parası ve döviz**

**MADDE 3 –** (1) Merkez Bankası Türk parasının değerini piyasa şartlarına göre belirleyebilmek için gerekli önlemleri alır.

(2) Merkez Bankası ve bankalar uluslararası piyasalarda döviz ve Türk parası ile ilgili işlemleri yapabilirler.

(3) Konvertibl ve konvertibl olmayan dövizler Merkez Bankasınca tespit edilir.

(4) Türkiye’de yerleşik kişilerce ilgili transferlerin bankalar ve PTT aracılığıyla yapılması kaydıyla, yurt dışında bulunan bankalar ile bulunduğu ülkenin mevzuatına göre döviz alım satımına yetkili bulunan kuruluşlardan döviz alınması ve bunlara döviz satılması serbesttir.

**Efektif ve dövizli natik çekler**

**MADDE 4 –** (1) Bankalar, yetkili müesseseler, PTT ve kıymetli maden aracı kuruluşları;

a) Kendilerine ibraz edilen dövizli natik çekler karşılığında bankacılık teamüllerine uygun olarak kısmen Türk parası ve kısmen efektif veya tamamen efektif ödemesinde bulunabilirler.

b) Efektif veya dövizli natik çekleri bankacılık teamüllerine uygun olarak aynı ve ayrı cins efektiflerle değiştirebilirler. Bankalar ve PTT bunları döviz olarak yurt dışına havale edebilirler.

**Döviz mevcutları**

**MADDE 5 –** (1) Bankalar, yetkili müesseseler, PTT, kıymetli maden aracı kuruluşları ve aracı kurumların döviz mevcutlarının Merkez Bankasına devrine ilişkin oran ve esaslar Merkez Bankasınca belirlenir.

**Kıymetli maden ve taşlar**

**MADDE 6 –** (1) İlgili mevzuatta öngörülmesi veya ilgililerce talep edilmesi halinde; dahilde işleme izin belgesi, dahilde işleme izni, hariçte işleme izin belgesi ve hariçte işleme izni kapsamında veya bu rejimler haricinde dış ticaret işlemlerine konu olan kıymetli maden ve taşlar ile bunlardan mamul eşyanın üzerine markaları ile ayarını gösteren damga basılır ve kıymetli eşyaya ilişkin sertifika düzenlenir.

(2) Kıymetli maden ve taşların ayarına ilişkin ekspertiz raporu Darphane ve Damga Matbaası Genel Müdürlüğünce veya bu Genel Müdürlükçe yeterlilikleri onaylanan özel ayar evleri ile eksperlerce düzenlenir.

**Transit ticaret**

**MADDE 7 –** (1) Transit ticaret satış bedellerinin tasarrufu serbesttir.

**Peşin Döviz**

**MADDE 8 –** (1) Peşin döviz karşılığında ihracatın 18 ay içinde gerçekleştirilmesi zorunludur. Ancak, gemi inşa ve ihraç (hazır gemi hariç) bedeli olan peşin dövizlerde bu süre 24 aydır. Dahilde İşleme İzin Belgesi ve Vergi, Resim ve Harç İstisna Belgesi kapsamında ihracat, ihracat sayılan satış ve teslimler ile döviz kazandırıcı hizmet ve faaliyetlerle ilgili olarak sağlanan peşin dövizlerin kullanım süresi belge süresi (ek süreler dahil) kadardır.

(2) İade edilen veya süresi içinde ihracatı gerçekleştirilemeyen peşin dövizler prefinansman hükümlerine tabi olur. Prefinansman hükümlerine tabi hale gelen peşin dövizlerin, ihracat taahhüt sürelerinin ilgili mevzuat hükümleri çerçevesinde uzatılması halinde, alıcının muvafakat etmesi kaydıyla kullanım süreleri de verilen ek süre kadar uzatılmış sayılır.

(3) Alıcıdan temin edilen prefinansman peşin döviz hükmündedir.

**Yurt dışından menkul kıymet ve diğer sermaye piyasası araçlarının alım satımı**

**MADDE 9 –** (1) Döviz transferlerinin bankalardan yapılması kaydıyla yurt dışındaki mali piyasalarda işlem gören menkul kıymetlerin, diğer sermaye piyasası araçlarının, vadeli işlem ve opsiyon sözleşmeleri dahil her türlü türev araçlarının alım satımı Sermaye Piyasası Kurulu tarafından yetkilendirilmiş yurt içinde veya yurt dışında bulunan aracı kuruluşlar aracılığıyla yapılır.

**Yurt dışına sermaye ihracı**

**MADDE 10 –** (1) Türkiye’de yerleşik kişiler, yurt dışında şirket kurmak, mevcut şirketlere ortak olmak veya şube açmak için yaptıkları ilk nakdi ve/veya aynı sermaye ihracını müteakip üç ay içerisinde, Müsteşarlığın internet adresinde yer alan (EK-1) yurt dışına sermaye ihracına ilişkin bilgi formunu açıklamalar doğrultusunda doldurarak Müsteşarlığa gönderirler.

(2) Sermaye ihracı gerçekleştiren Türkiye’de yerleşik kişiler, her takvim yılını müteakip üç ay içerisinde Müsteşarlığın internet adresinde yer alan bilgi formunu, formda istenilen bilgileri ve yapılan transferleri güncelleyerek Müsteşarlığa gönderirler.

(3) Türkiye’de yerleşik kişiler, tasfiye edilen veya devredilen yurt dışındaki şirket, ortaklık ve şubelerinin durumu hakkında, tasfiye sürecinin sona ermesini veya devredilmesini müteakip en geç üç ay içerisinde, Müsteşarlığa bilgi verirler.

**Krediler**

**MADDE 11 –** (1) Türkiye’de yerleşik kişiler, yurt dışından sağladıkları kredileri bankalar aracılığı ile kullanırlar. Ancak;

- a) Türkiye’de yerleşik kişilerin yurt dışındaki işleriyle ilgili olarak yurt dışından sağladıkları krediler,
- b) Türkiye’de yerleşik kişilerce ihracat kredi kurumlarından veya ihracat kredisi garanti kuruluşlarının garantisi kapsamında yurt dışından sağlanan ve doğrudan yurt dışındaki ihracatçı firmaya ödenen krediler,
- c) İhracat kredi veya garanti kuruluşu olmamakla birlikte, nakit kredi yerine malın peşin alımı ve vadeli finansman desteği sağlayan yurt dışındaki kalkınma bankalarından sadece mal ithaline yönelik sağlanan krediler,
- ç) Türkiye’de yerleşik kişilerce yurt dışından gemi satın alınması amacıyla yapılacak ithalat kapsamında sağlanan krediler,

için bu şart aranmaz.

(2) Türkiye’de yerleşik kişilerce yurt dışından temin edilen kredilerin kullanımı için borçlunun, kredinin vadesi, faiz oranı ve benzeri bilgileri içeren kredi sözleşmesi ile birlikte kullanıma aracılık eden bankaya başvurması gereklidir.

(3) Türkiye Cumhuriyeti adına Hazine Müsteşarlığınca borçlu veya garantör sıfatıyla yurt dışından sağlanan kredilerin yurt içi veya yurt dışında kullanımına ilişkin esas ve usuller Müsteşarlıkça belirlenir.

(4) Döviz kredilerinin alınma ve verilmesinde lehte ve aleyhte doğacak kur farkları ilgililere aittir.

(5) Yurt dışından sağlanan prefinansman kredilerinin vadeleri azami 18 aydır.

(6) Gemi inşa ve ihracının finansmanı amacıyla kullanılacak kredilerin (hazır gemi hariç) vadesi 24 aydır. Dahilde İşleme İzin Belgesi ve Vergi, Resim ve Harç İstisna Belgesi kapsamında ihracat, ihracat sayılan satış ve teslimler ile döviz kazandırıcı hizmet ve faaliyetlerin finansmanı amacıyla sağlanan kredilerin vadeleri belge süresi (ek süreler dahil) kadardır.

(7) Yurt dışından sağlanan prefinansman kredileri ile Türkiye’deki bankalarca ihracat ve döviz kazandırıcı faaliyetlerin finansmanı amacıyla kullandırılan döviz kredilerine ilişkin taahhüt sürelerinin ilgili mevzuat hükümleri çerçevesinde uzatılması halinde, prefinansman amirinin veya krediyi kullandıran bankanın muvafakat etmesi kaydıyla, bu kredilerin vadeleri verilen ek süreler kadar uzatılmış sayılır.

(8) Bankalar birbirlerine, bankacılık teamülleri çerçevesinde doğrudan veya uluslararası sendikasyona katılım yoluyla, vade sınırı bulunmaksızın döviz kredisi açabilirler.

(9) Bankalar, Türkiye’de yerleşik kişilere yatırım mallarının ithalatının finansmanı için açtıkları döviz kredilerinin üçte birine kadar işletme ihtiyaçlarının karşılanması amacıyla döviz kredisi açabilirler.

(10) Bankalar, Türkiye’de yerleşik kişilere, kredi kartlarını yurt dışındaki harcamaları için \$50.000.-lık limit içerisinde rotatif kullanırlar. Ancak hesap bakiyelerinde \$50.000.- lık limit üzerinde oluşacak depasmanın 30 gün içerisinde kapatılması gerekir.

(11) Bankalar ve faktoring şirketleri tarafından ihracatçıların doğmuş veya doğacak alacaklarının devralınması suretiyle ihracatçılara döviz üzerinden fon kullandırılabilir.

(12) Türkiye’de yerleşik kişilerce yurt dışında pay sahibi olduğu ortaklıklara, yurt dışındaki ana şirkete ve grup şirketlerine döviz veya Türk Lirası kredi açılabilir.

(13) Bankalarca yurt dışında yerleşik kişilere açılacak döviz ve Türk Lirası krediler Türkiye’deki mevduat hesaplarına yatırılmak suretiyle de kullanılabilir.

(14) Özelleştirme ihalelerine katılan Türkiye’de yerleşik kişiler veya yurtdışında yerleşik kişiler ile Türk ve yabancı firmaların katılımı ile oluşturulan ortak girişim gruplarına, ihale bedelinin finansmanı amacıyla bankalarca döviz kredisi açılabilir.

#### **Kamu kurum ve kuruluşları tarafından temin edilen kredilerin bildirimi**

**MADDE 12 –** (1) Hazine’nin geri ödeme garantisi olmadan dış kredi anlaşması yapan;

- a) 5018 sayılı Kanunun (II) sayılı cetvelinde bulunan Özel Bütçe Kapsamındaki İdareler,
- b) Kamu iktisadi teşebbüsleri ve bağlı kurumları,
- c) Özel hukuk hükümlerine tâbi olmakla beraber sermayesinin yüzde ellisinden fazlası kamuya ait olan kuruluşlar,
- ç) Fonlar,
- d) Kamu bankaları, yatırım ve kalkınma bankaları,
- e) Büyükşehir belediyeleri, belediyeler ve bunlara bağlı kuruluşlar ile sair yerel yönetim kuruluşlarının,

yurt dışından sağladıkları ve ithalatta vadeli ödeme şekilleri dışındaki bir yıldan (365 gün) uzun vadeli kredi anlaşmaları ile bu kurum ve kuruluşların yap-işlet-devret, yap-işlet ile işletme hakkı devri ve benzeri finansman modelleri çerçevesinde Hazine yatırım garantisi kapsamında gerçekleştirilmesi öngörülen projeler için sağlanan ve ithalatta vadeli ödeme şekilleri dışındaki bir yıldan (365 gün) uzun vadeli kredi anlaşmalarını bu Tebliğ’in eki Ek:2’de yer alan Kredi Bilgi Formu ve Ek:3’de yer alan Kredi İzleme Formu ile birlikte, Dış Finansman Numarası (DFN) alınmasını teminen, anlaşma tarihinden itibaren 30 gün içinde Müsteşarlık Dış Ekonomik İlişkiler Genel Müdürlüğü’nden alınan ön izin ile birlikte, Kamu Finansmanı Genel Müdürlüğü’ne göndermeleri zorunludur. Söz konusu kurum ve kuruluşlar tarafından sağlanan kredilere ilişkin kullanımlar, ana para geri ödemeleri, faiz ve diğer ödeme bilgileri, geçmiş tüm bilgileri de içerecek şekilde, Ek:3’de yer alan Kredi İzleme Formu ile birlikte gerçekleştirme tarihinden itibaren 10 gün içinde bankalar ile kredi borçlusu tarafından Müsteşarlık Kamu Finansmanı Genel Müdürlüğü’ne gönderilir.

(2) Kurum ve kuruluşların, Hazine geri ödeme garantisi altında, gerçekleştirilmesi öngörülen projeler tahtında yurtdışından sağladıkları ithalatta vadeli ödeme şekilleri dışındaki bir yıldan (365 gün) uzun vadeli kredilere ilişkin olarak imzalanan anlaşmalar çerçevesinde borçlu kurum ve kuruluşlarca gerçekleştirilen kullanımlar, anapara geri ödemeleri, faiz ve diğer ödemeleri, geçmiş tüm bilgileri de içerecek şekilde bu Tebliğ’in ekinde (Ek:3) yer alan Kredi İzleme Formu ile işlem tarihinden itibaren 10 gün içinde bankalar ile kredi borçlusu kurum ve kuruluşlar tarafından Müsteşarlık Kamu Finansmanı Genel Müdürlüğü’ne gönderilmesi zorunludur.

(3) Kurum ve kuruluşların Hazine’nin kısmi garantisi altında sağladıkları krediler için de gerçekleştirilen kullanımlar, anapara geri ödemeleri, faiz ve diğer ödemeleri, geçmiş tüm bilgileri de içerecek şekilde bu Tebliğ’in ekinde (Ek:3) yer alan Kredi İzleme Formu ile işlem tarihinden itibaren 10 gün içinde bankalar ile kredi borçlusu kurum ve kuruluşlar tarafından

Hazine garantili ve garantisiz kısımları için ayrı ayrı hazırlanarak Müsteşarlık Kamu Finansmanı Genel Müdürlüğü'ne gönderilir.

**Kişisel sermaye hareketleri**

**MADDE 13 –** (1) Kişisel borçlar, armağan, hediye, bağış, çeyiz, gelin veya güveyin karşı tarafa verdiği para, miras, veraset veya kalan mal, göçmen işçilerin kendi ülkesindeki borçlarının tasfiyesine yönelik ödemeler ve göçmenlerin varlıkları kişisel sermaye hareketleri kapsamında değerlendirilir.

**Yurt dışı müteahhitlik hizmetleri**

**MADDE 14 –** (1) Müsteşarlık yurt dışı müteahhitlik hizmetlerinin ülke yararına geliştirilmesi ve desteklenmesi amacıyla ilgili kamu ve özel kuruluşlardan bilgi toplanması ile bunlar arasındaki bilgi paylaşımı ve koordinasyona katkıda bulunmak için gerekli tedbirleri almaya yetkilidir.

**Süreler**

**MADDE 15 –** (1) Türk Parası Kıymetini Koruma Hakkındaki 32 sayılı Karar ile söz konusu Karara ek olarak yayımlanacak kararlarda ve bunlara ilişkin tebliğlerde belirtilen hak doğurucu ve hak düşürücü ve uyulmaması aykırılık oluşturan sürelerin hesaplanmasında işlemin yapıldığı gün hesaba katılmaz. Ancak, hesaplanacak sürelerin son günü resmi tatile rastlarsa, süreler izleyen ilk iş günü çalışma saati sonunda biter.

(2) Süreler gün olarak ifade edilmiş bulunduğu takdirde ilk gün (işlemin yapıldığı gün) hesaba katılmaz. Günler ertesi günden hesaplanmaya başlanır ve süre son günün çalışma saati sonunda biter.

(3) Süreler ay olarak gösterildiği takdirde sürenin bitimi, izleyen ayların işlem tarihine tekabül eden tarihteki günün mesai saati sonudur. O ayda işlem tarihine tekabül eden bir gün bulunmuyor ise sürenin bitimi ayın son günüdür.

(4) Süreler yıl olarak belirlendiği takdirde ise sürenin bitimi, izleyen yılların işlemin yapıldığı ay ve tarihe tekabül eden ay ve tarihteki günün çalışma saati sonudur.

**Usul ve müşterek hükümler**

**MADDE 16 –** (1) Türk parası kıymetini koruma hakkında kararlar ve bu kararlara ilişkin tebliğler uyarınca Merkez Bankasınca çıkarılan genelgeler tebliğ hükmündedir.

(2) Bu Tebliğde öngörülenler dışında kalan haller Müsteşarlıkca incelenip sonuçlandırılır.

**Yürürlükten kaldırılan mevzuat**

**MADDE 17 –** (1) 9/2/2007 tarih ve 26429 sayılı Resmî Gazete'de yayımlanan 2007-32/33 sayılı Tebliğ yürürlükten kaldırılmıştır.

**Lehe hükümler**

**GEÇİCİ MADDE 1 –** (1) Yürürlükten kaldırılan tebliğler hükümlerine göre başlamış olup henüz sonuçlanmamış işlemler, ilgili tebliğ hükümlerine tabidir. Ancak aksine bir hüküm olmadıkça bu Tebliğ'in ilgililer lehine olan hükümleri uygulanır.

**Yürürlük**

**MADDE 18 –** (1) Bu Tebliğ yayımı tarihinde yürürlüğe girer.

**Yürütme**

**MADDE 19 –** (1) Bu Tebliğ hükümlerini Hazine Müsteşarlığının bağlı olduğu Bakan yürütür.

DÖVİZ ALIM BELGESİ

REFERANS :CDE-YU52654 SERİ NO : B  
SIRA NO :058461 İST :01001 DVZ :USD/254,557.08  
İŞLEM NO :006355 İST :01200 DVZ :USD/ 15,250.00  
ŞUBE KODU : 38/01 İST :01213 DVZ :USD/ 550.00

DÖVİZİ SATAN KİŞİNİN / KURULUŞUN  
ÜNVANI / ADI, SOYADI :X LTD.ŞTİ. İSTANBUL TÜRKİYE

SATIN ALINAN DÖVİZİN / EFEKTİFİN  
GELDİĞİ ÜLKE :A.B.D.  
GELİS NEDENİ :FİİLİ İHRAÇ +180 İÇİNDE İHR.ALIŞI  
İHR NAVLUNU (KARA HAVA DENİZ)  
TİCARİ SİGORTA GELİRLERİ  
DOVİZ CİNSİ :USD  
UYGULANAN KUR :1.675.000,  
TUTARI :USD270,357.08  
TL KARŞILIGI :TRL452,848,109.00  
USD KARŞILIGI :270,357,08

İHRACATIN ŞEKLİ : KESİN  
TESLİM ŞEKLİ : CIF  
DÖVİZİN ÖDEME ŞEKLİ: AKREDİTİF  
DÖVİZİN GELİŞ ŞEKLİ: HAVALE

GÜMRÜK ÇIKIŞ BELGESİNİN  
TARİHİ :01.10.2002  
NUMARASI :1727322  
ÇIKIŞ KAPISI :ERENKÖY ÇIKIŞ GÜMRÜK MÜD.  
TAAHHÜT BELGE NO :  
DÖVİZ MİKTARI :270,357,08/USD XYZ BANK A.Ş.  
MAL CİNSİ :ÇELİK BORU GENEL MÜDÜRLÜK  
İMALATÇI :KENDİSİ  
-MÜŞTERİ NÜSHASI-

## **II. LECTURE**



# ICC

- The International Chamber of Commerce was founded in 1919 to serve world business by promoting trade and investment, open markets for goods and services, and the free flow of capital.

# INCOTERMS 2020

## (International Contract Terms)

- The first step of the foreign trade is the contract signed by the importer and exporter.
- In the contract, distribution of the risks must be reached a settlement between the parties.

# Responsibilities

- Where the seller is considered as fulfilled the delivery responsibility (Determination of the delivery point).
- How the charges be shared between the parties.

- Conflicts may be arisen between the parties due to misunderstanding. Preventing from such misunderstandings there is a need for international rules.

- Appendix 2-1: Sample Contract

# INCOTERMS 2020

- The Incoterms rules or International Commercial Terms are a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC). They are widely used in International commercial transactions or procurement processes.

- The Incoterms rules have become an essential part of the daily language of trade. They have been incorporated in **contracts** for the sale of goods worldwide and provide rules and guidance to importers, exporters, lawyers, transporters, insurers and students of international trade.



# Categories

■	1.Grup E	EXW	Ex Works
■	2.Grup F	FCA	Free Carrier
		FAS	Free Alongside Ship
		FOB	Free On Board
■	3.Grup C	CFR	Cost& Freight
		CIF	Cost, Insurance& Freight
		CPT	Carriage Paid To
		CIP	Carriage and Insurance Paid To
■	4.Grup	DPU	Delivered At Place Unloaded
		DAP	Delivered At Place
		DDP	Delivered Duty Paid

Wrong use sample:

Cost	\$ 1.000.—
Freight	\$ 50.—
<hr/>	
C.F. İstanbul	\$ 1.050.—

## Wrong use sample:

Cost	\$ 1.250.—	\$ 1300 F.O.B. New York
Transport to the port	\$ 50.—	
Freight	\$ 100.—	
C. F. Roma	\$ 1.400.—	

Cost	\$ 7.000.—	
Inland Haulage	\$ 350.—	\$ 7.500 FOB New York
Shipment	\$ 150.—	
Freight	\$ 400.—	
Insurance	\$ 200.—	
C.I.F. Londra	\$ 8.100.—	

Cost	\$ 1.850.—
Freight	\$ 150.—
Insurance	\$ 75.—
	<hr/>
C.I.F. İzmir	\$ 2.075.—

# Other abbreviations

- Stowed
- FO (Free Out),
- FIO (Free In and Out)
- FIOS (Free In and Out and Stowed)
- FIOT (Free In and Out and Trimmed)
- LANDED

# Classification according to modes

- Port to port seaway:  
**FAS, FOB, CFR, CIF**
- All the modes:  
**EXW, FCA, CPT, CIP, DPU, DAP, DDP**

# EXW

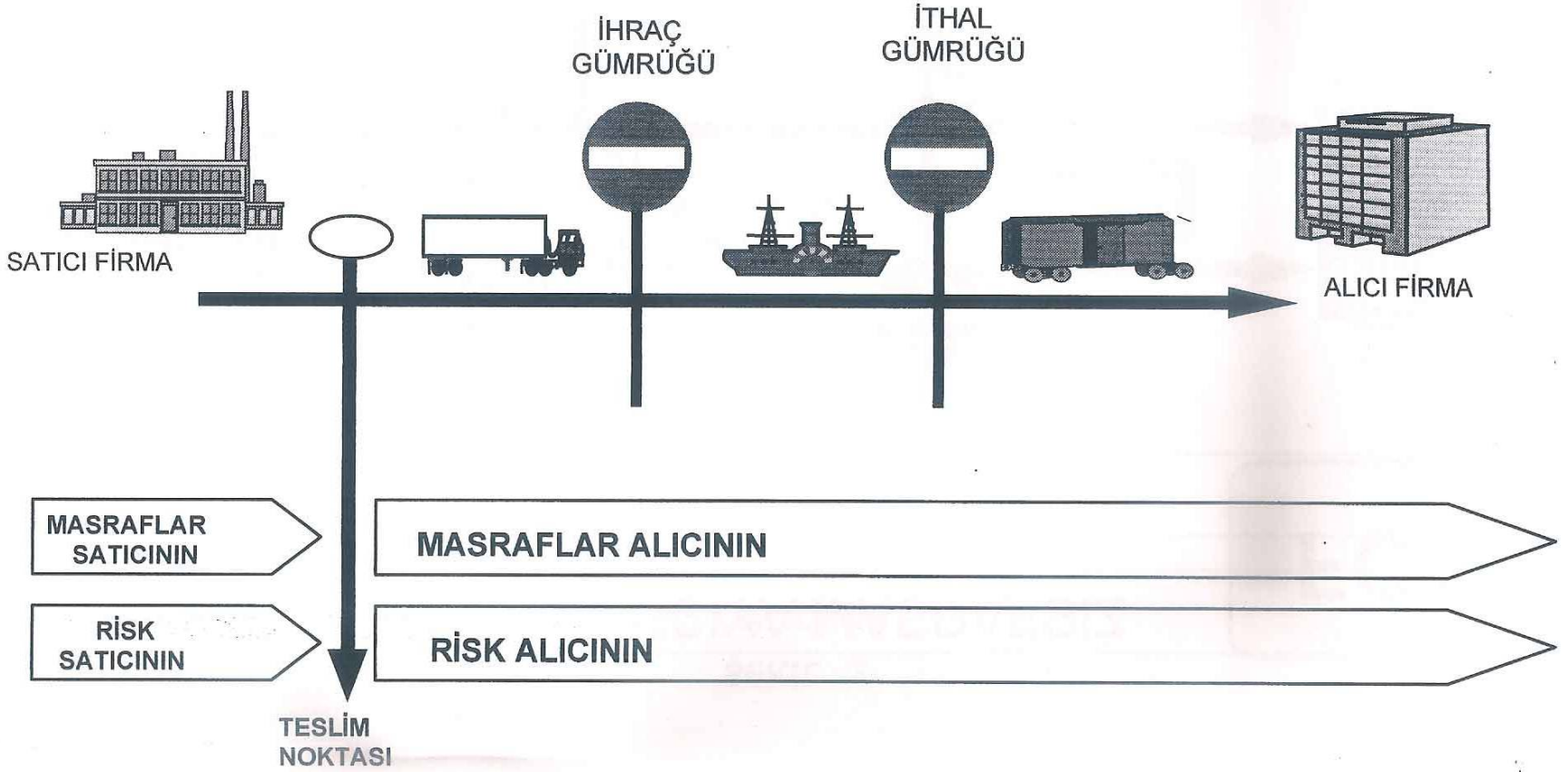
"Ex Works" means that the seller delivers when it places the goods at the disposal of the buyer at the seller's premises or at another named place (i.e., works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.




ŞEKİL - 1

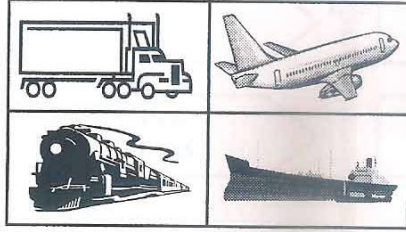
# İŞYERİNDE TESLİM EX WORKS

**EXW**



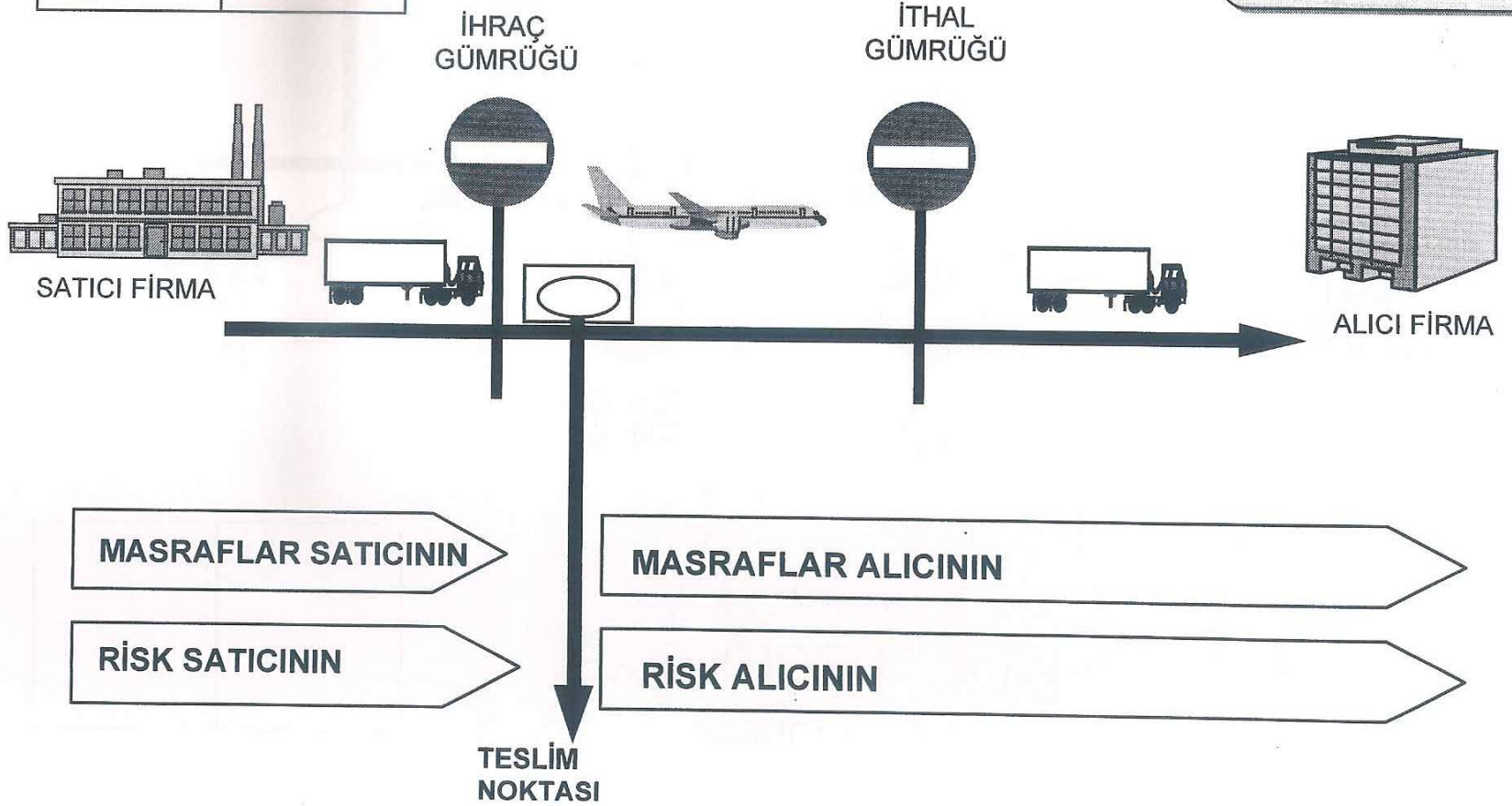
# FCA

"Free Carrier" means that the seller delivers the goods to the carrier or another person nominated by the buyer at the seller's premises or another named place. The parties are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the buyer at that point.



ŞEKİL - 2  
TAŞIYICIYA MASRAFSIZ  
FREE CARRIER

**FCA**



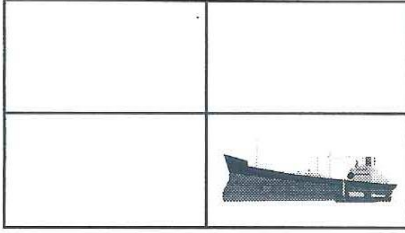
# Difference between FCA and EXW

- 1- In EXW, goods is delivered to importer; in FCA, it is delivered to carrier
- 2- In EXW, export customs clearance is made by importer; in FCA export customs clearance is made by exporter

# FAS

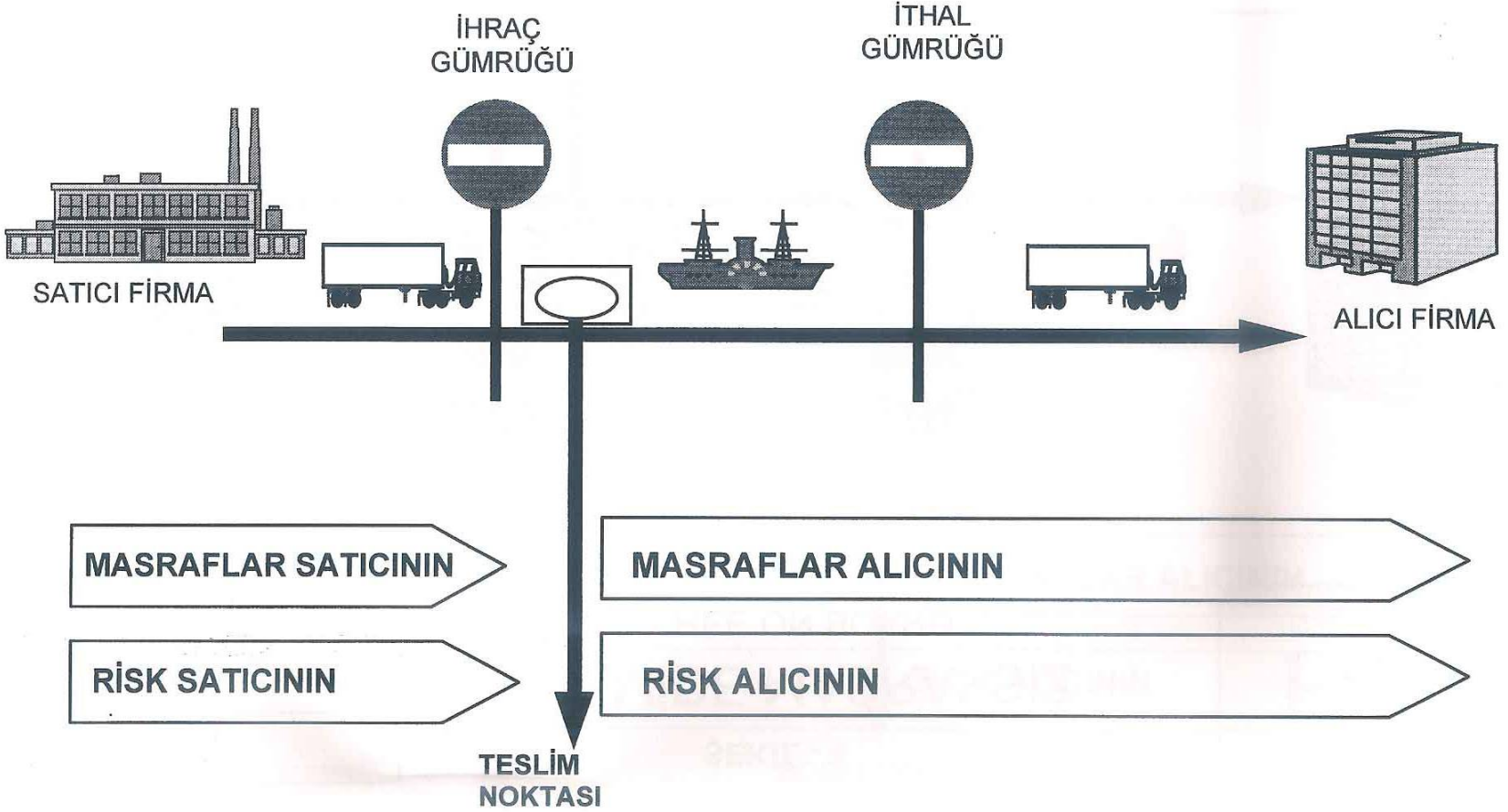
"Free Alongside Ship" means that the seller delivers when the goods are placed alongside the vessel (e.g., on a quay or a barge) nominated by the buyer at the named port of shipment. The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs from that moment onwards.





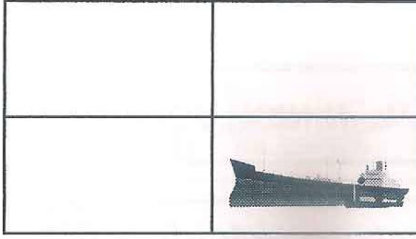
ŞEKİL - 3  
GEMİ DOĞRULTUSUNDA  
MASRAFSIZ  
FREE ALONGSIDE SHIP

**FAS**



# FOB

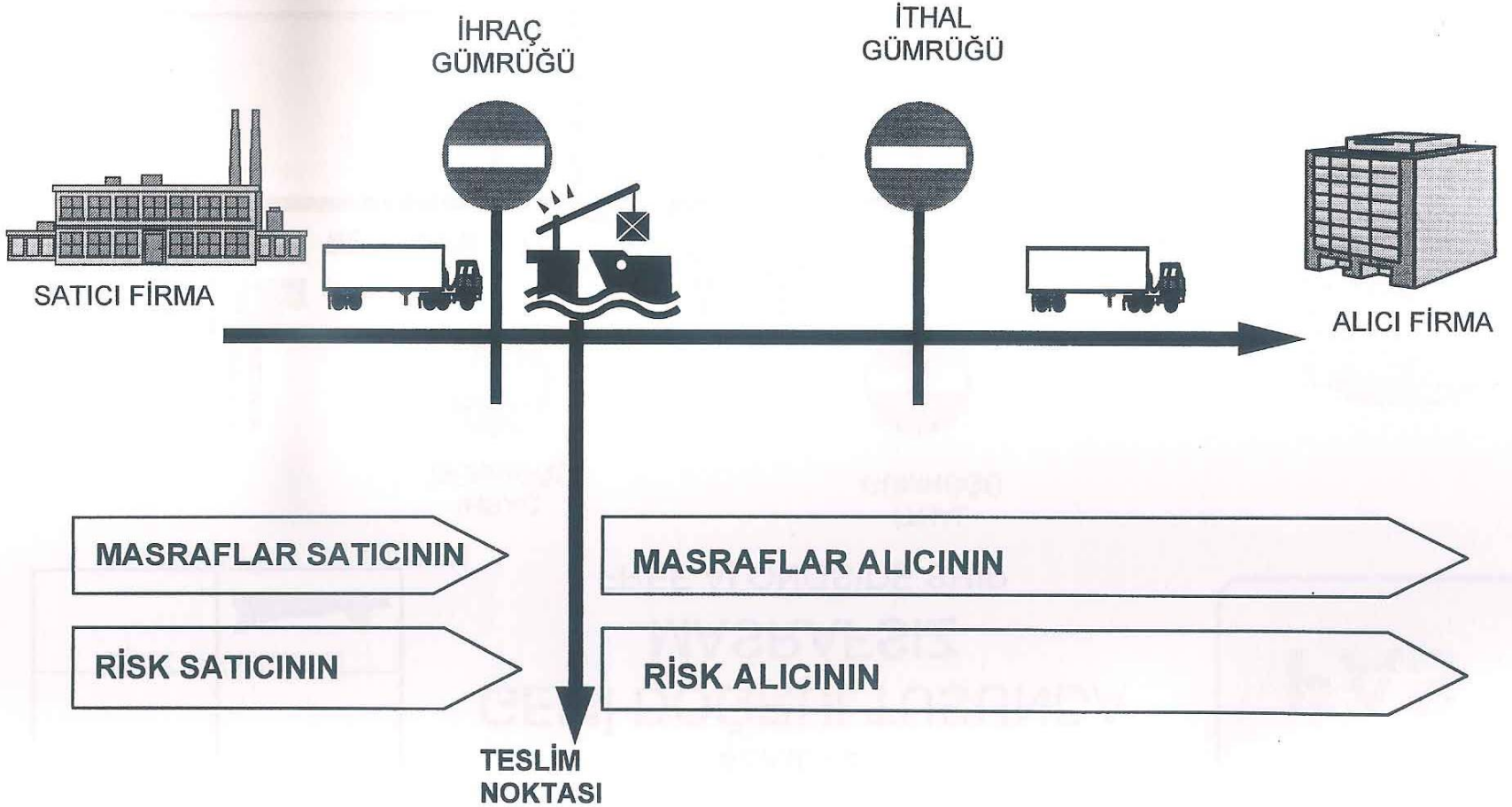
"Free On Board" means that the seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.



ŞEKİL - 4

# GEMİDE MASRAFSIZ FREE ON BOARD

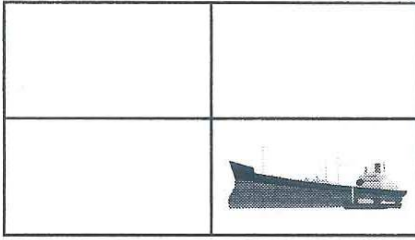
**FOB**





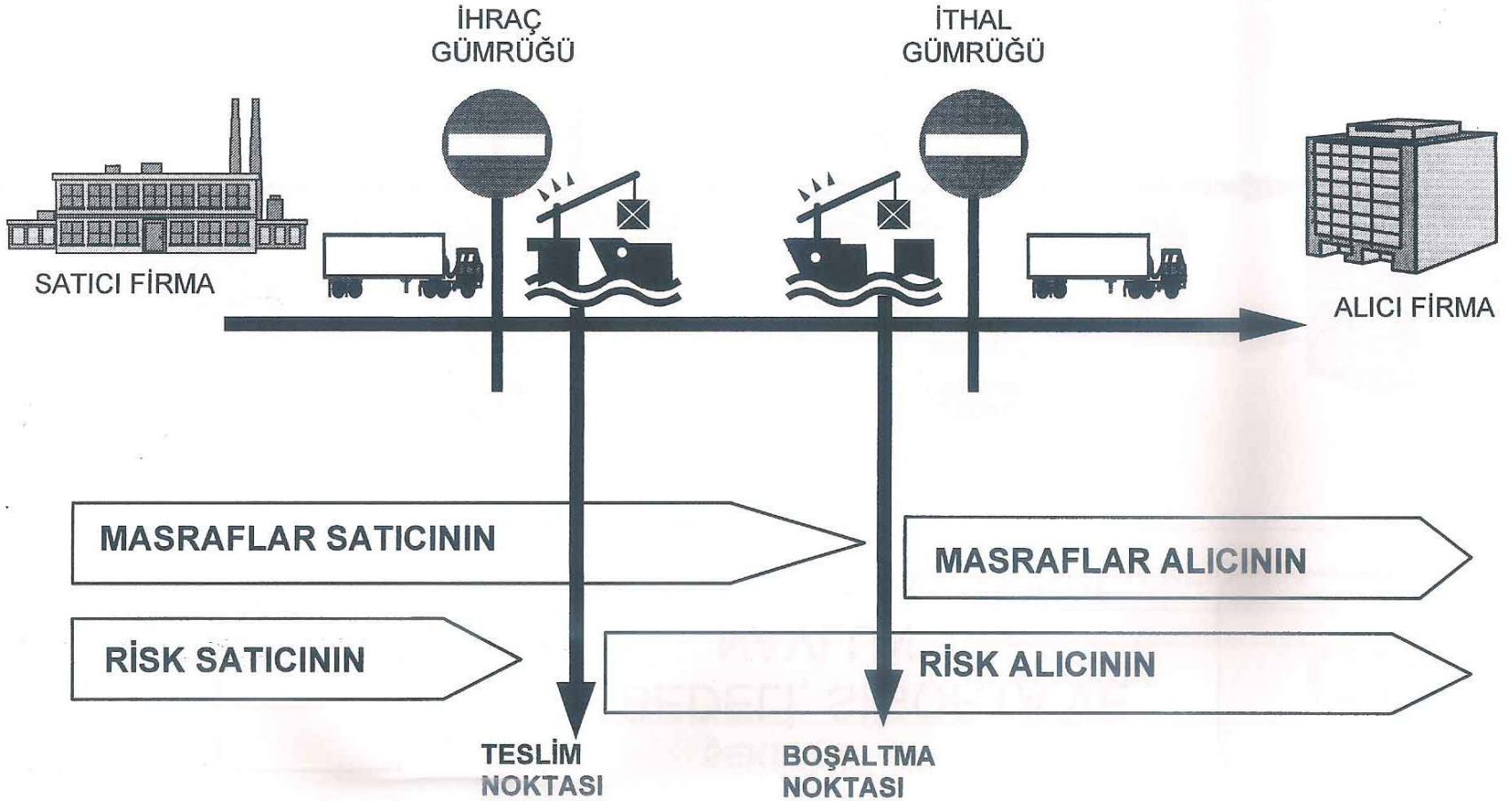
# CFR

"Cost and Freight" means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. the seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.



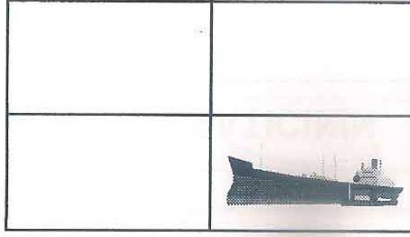
ŞEKİL - 5  
MAL BEDELİ VE NAVLUN  
COST AND FREIGHT

CFR



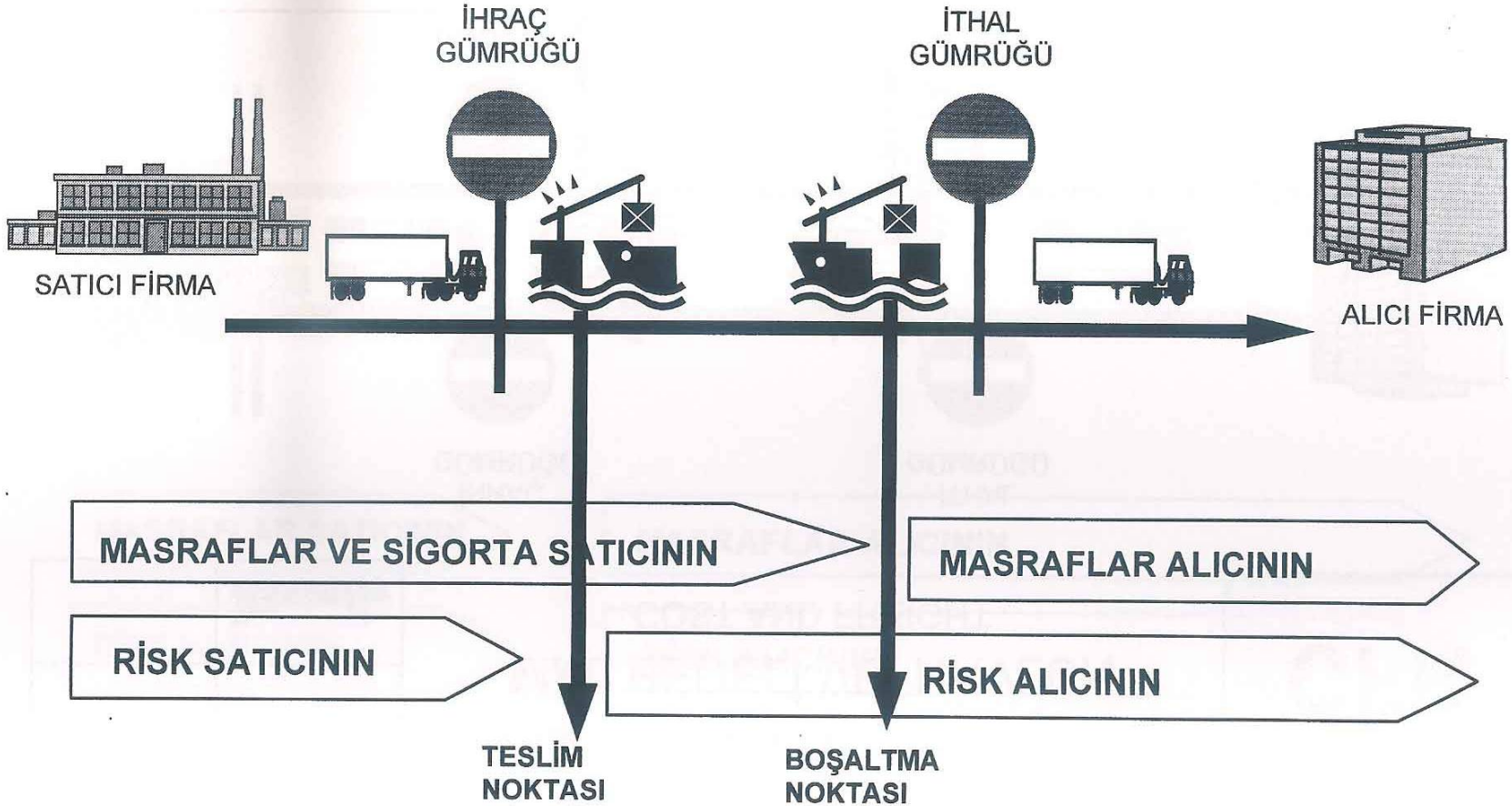
# CIF

Means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination. The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.



ŞEKİL - 6  
MAL BEDELİ, SİGORTA VE  
NAVLUN  
COST, INSURANCE AND FREIGHT

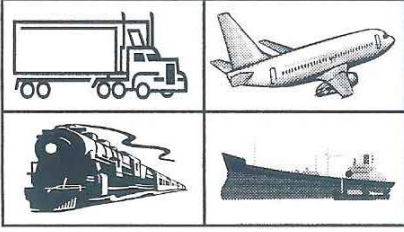
**CIF**



# CPT

"Carriage Paid To" means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

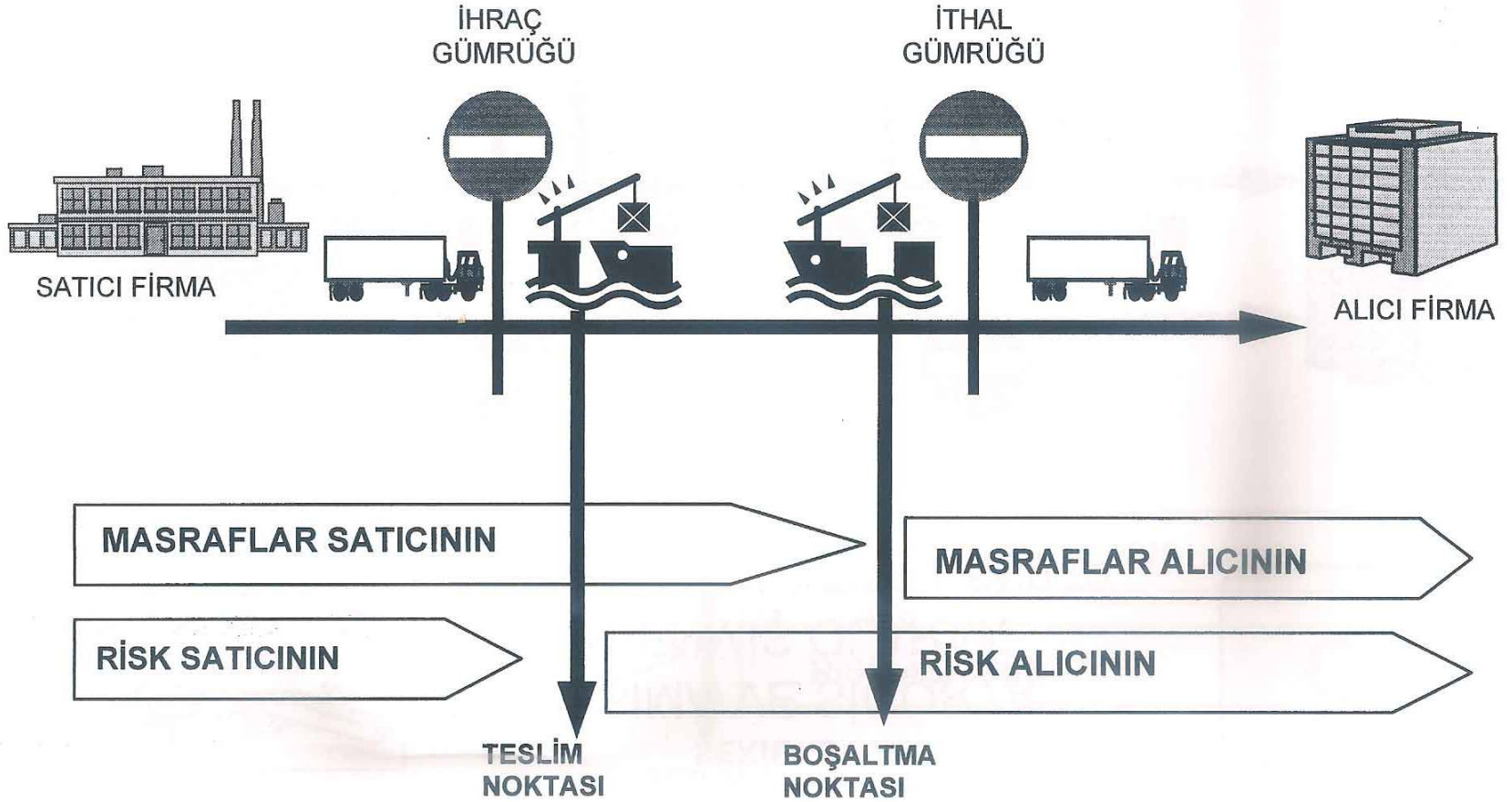




ŞEKİL - 7

TAŞIMA ÖDENMİŞ OLARAK  
CARRIAGE PAID TO

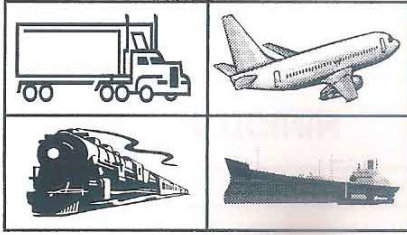
CPT



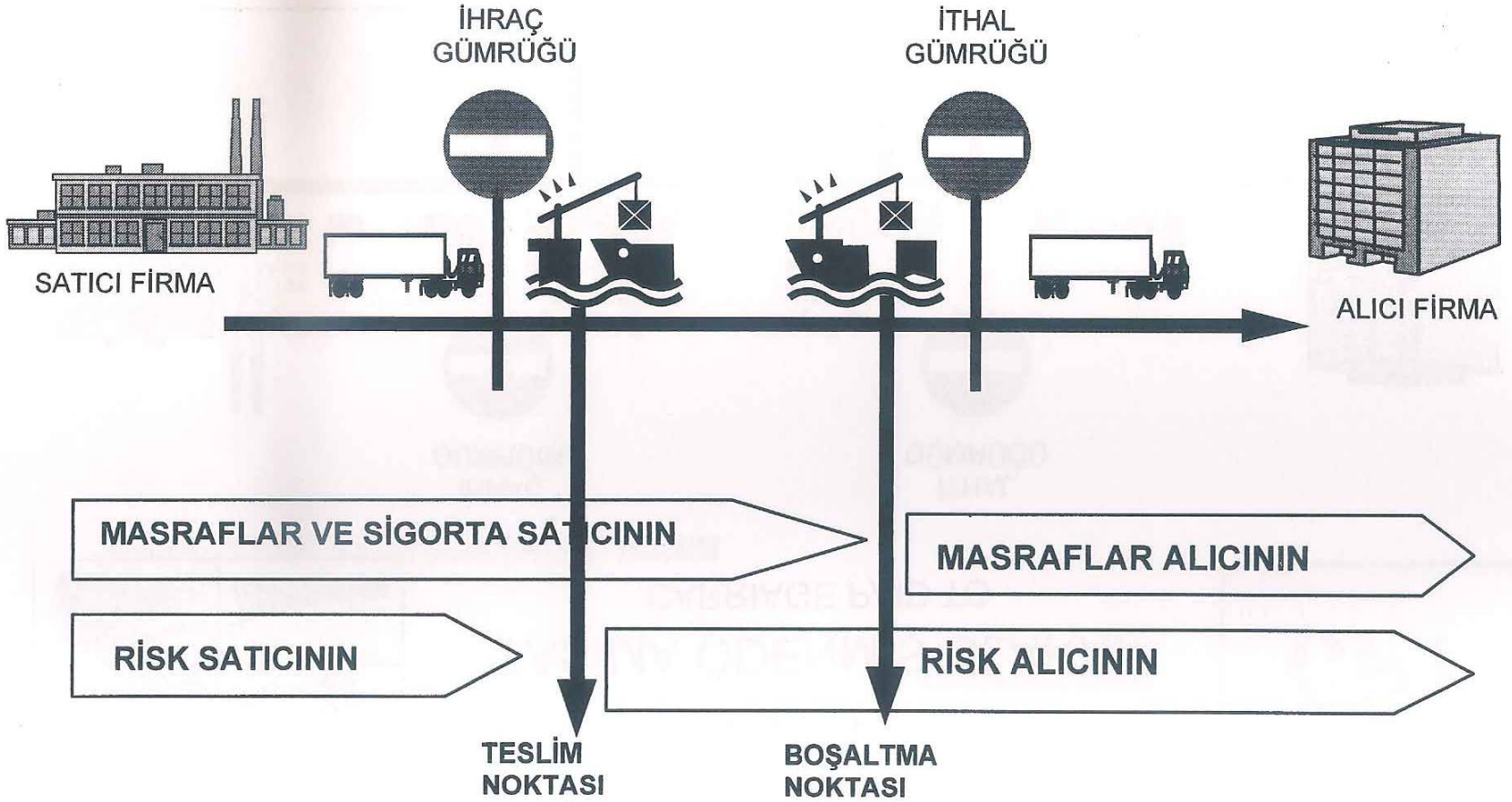
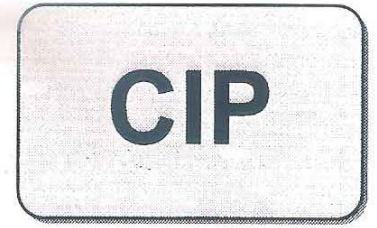
# CIP

"Carriage and Insurance Paid to" means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

'The seller also contracts for insurance cover against the buyer's risk of loss of or damage to the goods during the carriage.



ŞEKİL - 8  
TAŞIMA VE SİGORTA  
ÖDENMİŞ OLARAK  
CARRIAGE AND INSURANCE PAID TO





# DPU

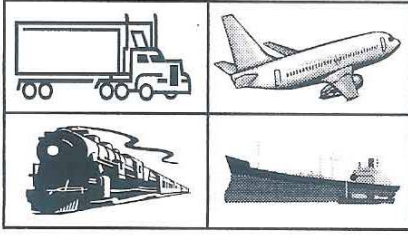
"Delivered at Place Unloaded" means that the seller delivers when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named named at the named port or place of destination. The seller bears all risks involved in bringing the goods to and unloading them at the named port or place of destination.

# DAP

"Delivered at Place" means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place.

# DDP

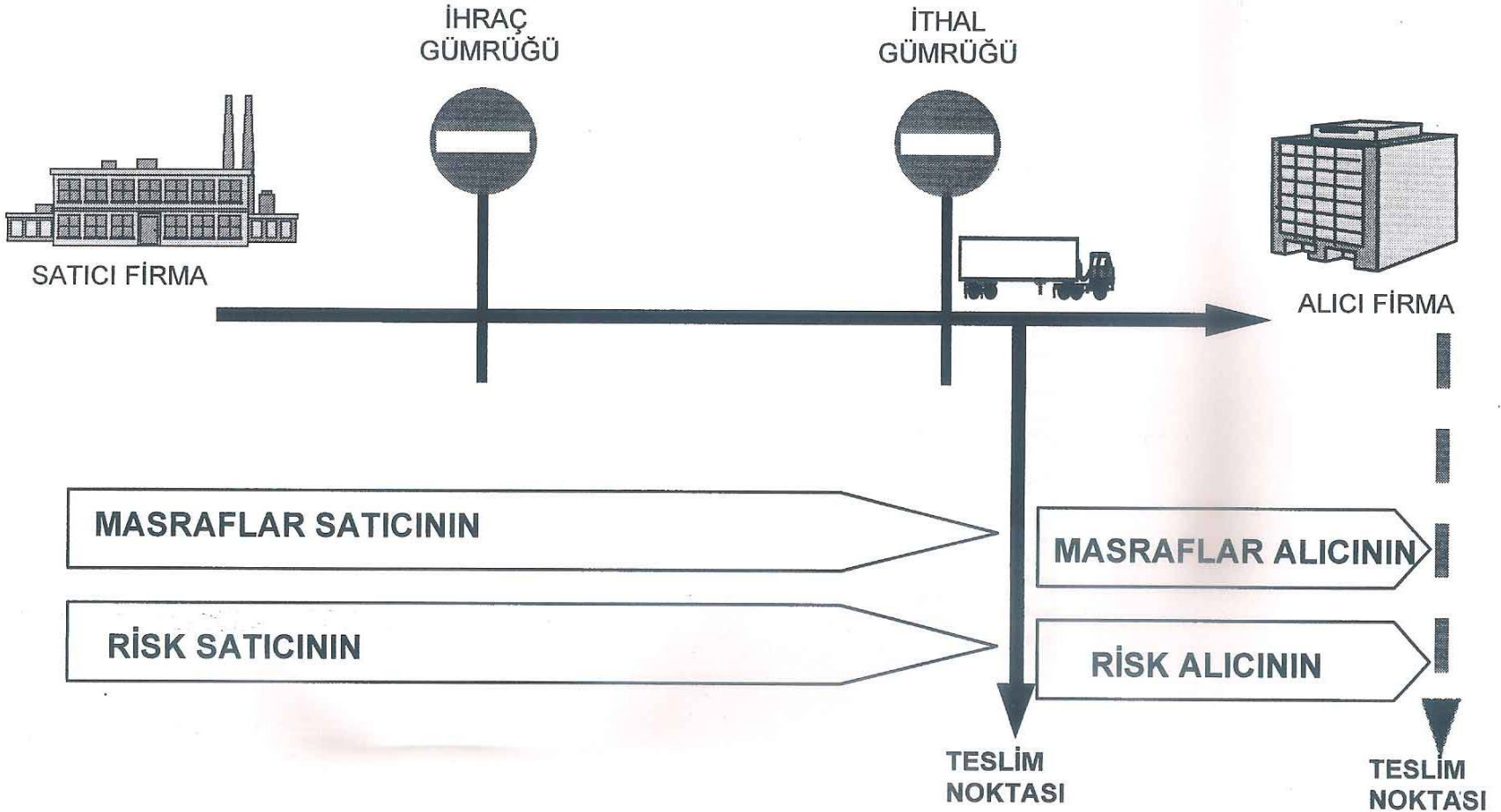
"Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.



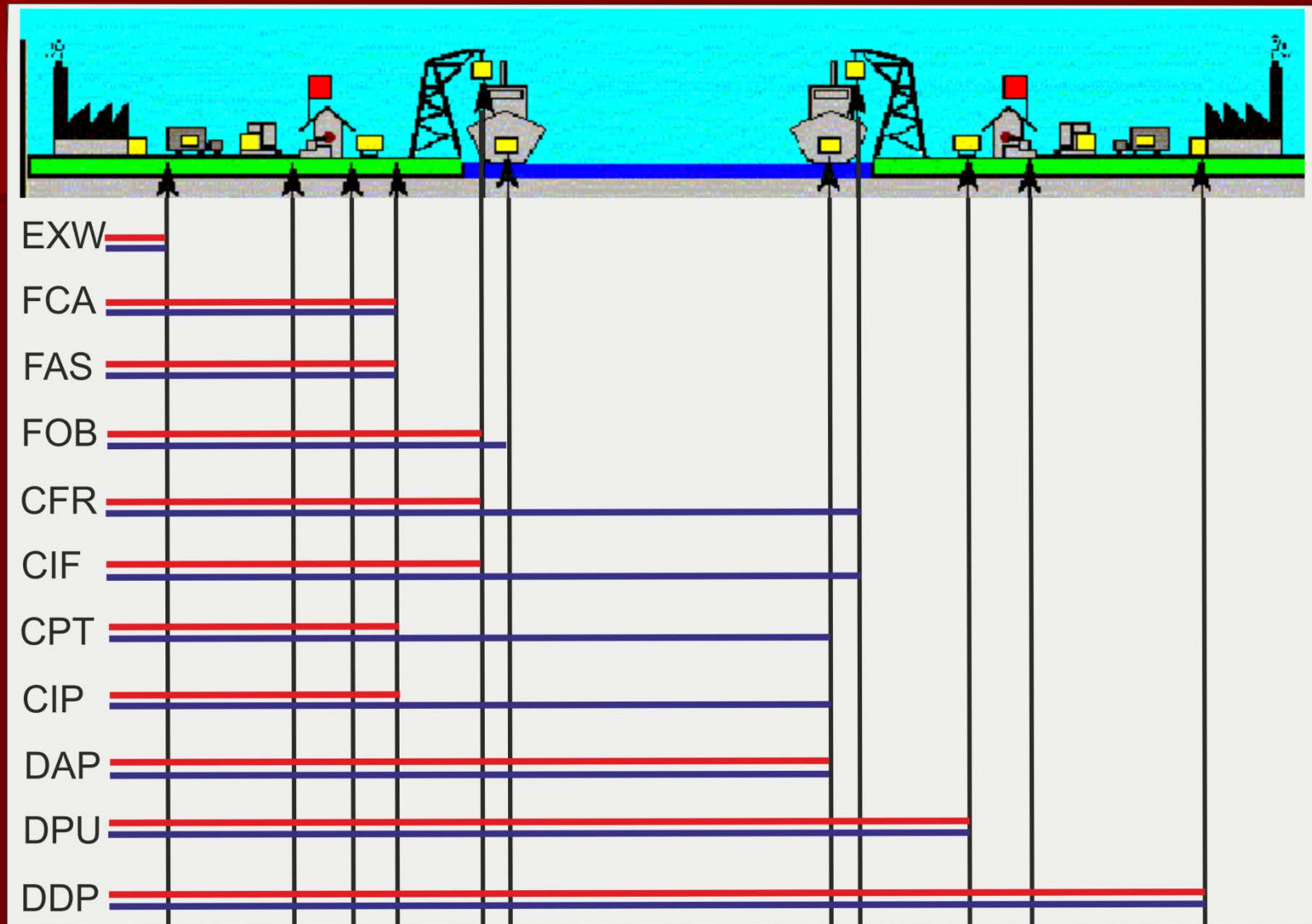
ŞEKİL - 13

GÜMRÜK RESMİ ÖDENMİŞ  
OLARAK TESLİM  
DELIVERED DUTY PAID

**DDP**



# Distribution of the risks and charges



# CONTRACT

İstanbul,02.08.2021

Contract No:800501007

Buyer : Y LLC. New York U.S.A.	Seller : X Ltd.Şti. İstanbul Turkey
-----------------------------------	--

- A) Y LLC. one side (to be called hereafter as buyer).  
B) X ltd. Şti. on the other side (to be called hereafter as seller).

Have agreed mutually on the following terms and conditions :

- 1- Subject :  
The subject of this contract is supplying steel pipe produced by the seller and importation of such to U.S.A.
- 2- Product and Prices :  
Prime, newly produced ERW square and rectangular tubing, black ,plain end according to ASTM 500 , grade B with uniform piece count per bundle.  
Unit Price:280 USD/MT  
Quantity :965,561 MT  
Total Amount: USD270.357,08  
Terms of Delivery: FOB (INCOTERMS 2020)
- 3- Shipment :  
By vessel until latest date of shipment (i.e.02.12.2021).
- 4- Payment :  
Sight, irrevocable and confirmed Letter of Credit.
- 5- Arbitration :  
All disputes and differences arise between the parties will be settled with mutual discussion if contrary the disputes will be solved by Turkish courts in İstanbul.

Y LLC.  
New York U.S.A.

X Ltd.Şti.  
İstanbul Turkey

# **III. LECTURE**

# Foreign Trade Documents



# Proforma Invoice

A pro-forma invoice is a preliminary bill of sale sent to buyers in advance of a shipment or delivery of goods. Typically, it gives a description of the purchased items and notes the cost along with other important information, such as shipping weight and transport charges.

# PROFORMA INVOICE

DATE: 28.07.2002  
NUMBER: ST22

CUSTOMER : Y LLC.  
NEW YORK U.S.A.

---

**DESCRIPTION OF THE GOODS:**

PRIME, NEWLY PRODUCED ERW SQUARE AND RECTANGULAR TUBING, BLACK, PLAIN  
END ACCORDING TO ASTM A500, GRADE B, WITH UNIFORM PIECE COUNT PER  
BUNDLE.

ORIGIN: TURKEY

TERMS OF DELIVERY: CIF NEW YORK

PAYMENT TERMS: SIGHT LETTER OF CREDIT

TRANSPORTATION: BY VESSEL

Unit Price : 280 USD/MT  
Quantity : 965,561 MT  
Total Amount : USD270.357,08

**X LTD. ŞTİ.**  
İSTANBUL TÜRKİYE



# Commercial Invoice

An invoice is a commercial document that itemizes a transaction between a buyer and a seller. If goods or services were purchased on credit, the invoice usually specifies the terms of the deal, and provide information on the available methods of payment. An invoice is also known as a bill or sales invoice.

# Content of an Invoice

- Date and number
- Title and addresses of buyer and seller
- Description of the goods
- Unit price
- Total amount
- Payment method
- Terms of delivery
- Quantity or weight

ORIGINAL

# X LTD.ŞTİ.

## İSTANBUL TÜRKİYE

DATE: 26.09.2002  
NUMBER: IH-02/04.29(L/C3)

CUSTOMER : Y LLC.  
NEW YORK U.S.A.

### COMMERCIAL INVOICE

DOCUMENTARY CREDIT NUMBER: STI447931, DATE: 13.08.2002

**DESCRIPTION OF THE GOODS:**

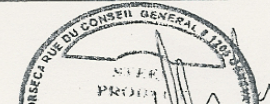
PRIME, NEWLY PRODUCED ERW SQUARE AND RECTANGULAR TUBING, BLACK, PLAIN  
END ACCORDING TO ASTM A500, GRADE B, WITH UNIFORM PIECE COUNT PER  
BUNDLE.

ORIGIN: TURKEY

AS PER PROFORMA INV.NO:ST22 DD:020726

SIZE DISTRIBUTION AND UNIT PRICES:

BLACK SQUARE GRADE B								
Size Codes	Sizes IN	Gauge IN	Length FT	Actual Weight MT	Theoretical Weight MT	Quantity MT	Price USD/MT	Total Price (USD)
32	2 x 2	3/16	20	76,735	77,541	76,735	\$280,00	21.485,80
34	2 x 2	3/16	40	5,813	5,874	5,813	\$280,00	1.627,64
41	2 1/2 x 2 1/2	3/16	20	41,562	41,999	41,562	\$280,00	11.637,36
42	2 1/2 x 2 1/2	3/16	24	1,848	1,867	1,848	\$280,00	517,44
43	2 1/2 x 2 1/2	3/16	40	34,891	35,258	34,891	\$280,00	9.769,48
47	3 x 3	3/16	20	135,461	136,884	135,461	\$280,00	37.929,08
48	3 x 3	3/16	24	83,124	83,997	83,124	\$280,00	23.274,72
49	3 x 3	3/16	40	145,805	147,337	145,805	\$280,00	40.825,40
124	3 1/2 x 3 1/2	3/16	20	9,961	10,066	9,961	\$280,00	2.789,08
126	3 1/2 x 3 1/2	3/16	40	8,855	8,948	8,855	\$280,00	2.479,40
53	4 x 4	3/16	20	139,276	140,739	139,276	\$280,00	38.997,28
54	4 x 4	3/16	24	29,207	29,514	29,207	\$280,00	8.177,96
55	4 x 4	3/16	40	160,235	161,918	160,235	\$280,00	44.865,80
56	4 x 4	1/4	20	66,249	66,945	66,249	\$280,00	18.549,72
31	2 x 2	11	24	3,554	3,591	3,554	\$280,00	995,12
10	1 x 1	14	20	3,938	3,979	3,938	\$280,00	1.102,64
11	1 x 1	14	24	4,725	4,775	4,725	\$280,00	1.323,00
16	1 1/4 x 1 1/4	14	20	3,495	3,532	3,495	\$280,00	978,60
22	1 1/2 x 1 1/2	14	20	7,150	7,225	7,150	\$280,00	2.002,00
23	1 1/2 x 1 1/2	14	24	3,677	3,716	3,677	\$280,00	1.029,56
BLACK SQUARE TOTAL				965,561	975,705	965,561		270.357,08



# X LİMİTED ŞİRKETİ İSTANBUL

## FATURA

Ümraniye Vergi dairesi : 8410164947

Tarih :23.09.2002  
irsaliye Tarihi:23.09.2002  
irsaliye No :7763

ÖRNEK



Seri A  
Sıra No:1819971

SAYIN, --- Y LLC  
NEW YORK U.S.A.

Miktar	Cinsi	Birim Fiyat	Tutarı
965,561 MT	ÇELİK BORU	280 USD	270.357,08

X LİMİTED ŞİRKETİ  
İSTANBUL  
VD:Ümraniye VN:8410164947

Toplam : 270.357,08

Yalnız, \*\*\*İkiyüz yetmiş bin üç yüz zelliyedi %08 USD\*\*\*

X LİMİTED ŞİRKETİ  
İSTANBUL  
TEL:65564564564



# Consular Invoice

A consular invoice can be obtained through a consular representative of the country you're shipping to. The consular invoice is required by some countries to facilitate customs and collection of taxes. (Algeria, Morocco, Iran, Egypt, Jordan, Suriye, Tunisia, Lebanon)

# Freight Invoice

Carrier's invoice for freight charges applicable to a shipment.



# Insurance Policy

Formal contract-document issued by an insurance company to an insured. It (1) puts an indemnity cover into effect, (2) serves as a legal evidence of the insurance agreement, (3) sets out the exact terms on which the indemnity cover has been provided.

## MARINE CARGO INSURANCE POLICY

SERI NO : 594874

PAGE:01

POLICY NO	:	3401 00255579 0000
CONTRACT NO	:	785465455
DATE/TIME OF PROPOSAL	:	23.09.2002 10:48:19
DATE OF ISSUE	:	23.09.2002 ISTANBUL
AGENCY NO	:	1721
INSURED ( NO/NAME )	:	2592618 X LTD.STI.
ADRESS OF INSURED	:	ISTANBUL TURKIYE
		NET PREMIUM :
		TRANSTION TAX :
		TOTAL PREMIUM :
VOYAGE FROM	:	VOYAGE TO
DATE OF LOADING	:	NAME OF CONVEYANCE
DATE OF BUILT	:	DESCRIPTION OF GOODS
QUANTITY	:	INVOICE VALUE
CUR. TYPE (CARGO)	:	R.E. (CARGO)
WEIGHT (NET)	:	TOTAL SUM INSURED
LOADING (%)	:	
TOTAL PREMIUM	EUR	SUM INSURED PREMIUM
		22.302,70 100,36

INSURENCE COVERAGE	RATE	PREMIUM
BY VESSEL/ FOREIGN		
BY VESSEL		

Consideration of the payment of premium etc. as shown below .  
Sigorta A.Ş. hereby agrees to insure the goods described in this  
policy as per General Conditions and/or special contions attached  
to and/or written on this policy up to the above mentioned insured  
value .

TELEPHONE NUMBERS OF CLAIMS AGENT : 090 800

CLAIMS AGENT : HEAD OFFICE

IMPORTANT NOTICE : In the event of claim , a certificate showing the  
cause , nature and extent of the loss or damage must immediately  
be obtained from above claims agent . No damage shall be admitted  
unless the survey report has been signed by the aforesaid claims  
agent .

This insurance policy has been concluded as per provisions of  
institute Cargo Clauses (A) .

War , strikes , riots and civil commotion risks are included to the  
scope of this cover .

This insurance policy has been concluded as per provisions of  
"Institute Radioactive Contamination Exclusion Clause (1.10.90) "

This insurance policy has been concluded as per provisions of  
" Electronic Date clause "

Packing list No :

CONSIGNEE Y LLC.

This policy issued in duplicate in İstanbul on 10/04/2002 .

SIGORTA ARAÇLIZ LTD.ŞTİ.

- Issued on the shipment date.
- Expiry date is 60 days after discharge.
- Issued to the order, then it is negotiable.
- Issued for the invoice value plus 10 percent .

- 1 ORG INSURANCE POLICY OR CERTIFICATE ENDORSED TO THE ORDER OF BANK OF NEW YORK FOR THE CIF INVOICE VALUE PLUS 10 PERCENT COVERING ALL RISKS INSTITUTE CARGO CLAUSE (A)WAR RISKS INSTITUTE WAR CLAUSES (CARGO) S.R. AND C.C. AND N.D. AND T.P. FROM WAREHOUSE TO WAREHOUSE INDICATING 'CLAIMS PAYABLE IN NEW YORK' .

# Institute Cargo Clauses

- Institute Cargo Clauses (A):  
Is considered the widest insurance coverage and you should expect to pay the highest premium because you are asking for total coverager.

## ■ Institute Cargo Clauses (B):

Is considered a more restrictive coverage and you should expect to pay a moderate premium because perhaps you are only requesting the more valuable items in your cargo to be covered or only partial cargo coverage.

## ■ Institute Cargo Clauses (C):

Is considered the most restrictive coverage and you will probably pay the lowest premium but your cargo coverage will be much less.



# Some insurance terms

- Total loss, constructive total loss, average, particular average, exemption, loss (Dain-i mürtein), floating policy (Muvakkat), supplementary policy.



# Transport Documents

## Functions of the transport documents

- Receipt of the goods.
- Shipment of the goods.
- Contract of carriage.
- Negotiable instruments (if issued to the order of)

## Condition for considering transport document as indemnity

- "Issued to the order of" or "consigned to the name of" the bank
- Full set documents should be presented
- Marked freight prepaid
- Must bear «clean on board» notification.
- signed "As carrier" veya "as agent for (or on behalf of)".

# Marine Bill of Lading

A receipt for the cargo and a contract for transportation between a shipper and the ocean carrier. It may also be used as instrument of ownership (negotiable bill of lading) which can be bought, sold or traded while the goods are in transit. To be used in this manner, it must be a negotiable "order bill of lading".

SHIPPER

## BILL OF LADING

CONSIGNEE

ÖRNEK



The French Line

CMA CGM S.A. à Directoire et Conseil de Surveillance au Capital de 175 000 000 Euros

Head office : 4, quai d'Arenc - 13002 Marseille - France

Tel: (33) 4 91 39 30 00 - Fax: (33) 4 91 39 30 95 - Telex: 401 667 F

B 562 024 422 R.C.S. Marseille

NOTIFY PARTY, CARRIER NOT TO BE RESPONSIBLE FOR FAILURE TO NOTIFY

C 0126250

PRE CARRIAGE BY*	PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER OF ORIGINAL B/L		
INTENDED VESSEL	PORT OF LOADING	PORT OF DISCHARGE	FINAL PLACE OF DELIVERY*		
MARKS AND SEALS N°	NOD AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS AS STATED BY SHIPPER SHIPPER'S STOW LOAD COUNT AND SEAL	GROSS WEIGHT CARGO	TARE	MEASUREMENT
ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.					

RECEIVED by the Carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total numbers or quantity of Containers or other packages or units indicated above stated by the shipper to comprise the cargo specified above for transportation subject to all the terms hereof (including the terms on page one) from the place of receipt or the port of loading, whichever applicable, to the port of discharge or the place of delivery, whichever applicable.

Delivery of the Goods will only be made on payment of all Freight and charges. On presentation of this document (duly endorsed) to the Carrier, by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the shipper, holder and Carrier) become binding in all respects between the Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

All claims and disputes arising under or in connection with this bill of lading shall be determined by the courts of MARSEILLE at the exclusion of the courts of any other country.

In witness whereof three (3) original Bills of Lading unless otherwise stated above have been issued, one of which being accomplished, the others to be void.

(OTHER TERMS AND CONDITIONS OF CONTRACT ON PAGE ONE)

PLACE AND DATE OF ISSUE

SIGNED FOR THE CARRIER

SIGNED FOR THE SHIPPER

## ■ Received versus shipped Bill of Lading

- 1 ORG CLEAN ON BOARD B/L ISSUED TO THE ORDER OF BANK OF NEW YORK MARKED FREIGHT PREPAID AND NOTIFY APPLICANT'S FULL NAME AND ADDRESS.

# Full and Blank Endorsement

## Full:

DELIVER TO THE ORDER OF  
(Devredilenin adı, soyadı veya ünvanı)  
-----  
(Devredenin kaşesi ve imzası)

## Blank:

«to order»

- Format of the Bill of Lading is not specified legally.



# Notify Party

The party to which a carrier should send notice of a shipment's arrival.

Shipper	(1)
---------	-----

Shippers status:

Consignee: (B/L not negotiable unless "ORDER OF") (2)

Notify: (carrier not to be responsible for failure to notify) (3)

Pre-carriage by:	(4)	From: (through transport)	(5)*
------------------	-----	---------------------------	------

Vessel	(6)	Port of loading	(7)
--------	-----	-----------------	-----

Port of discharge	(8)	Final destination (through transport)	(9)*
-------------------	-----	---------------------------------------	------

Copy  
BILL OF LADING

Voyage No. \_\_\_\_\_

B/L No.



mediterranean shipping company S.A.  
GENEVA

On-carriage by	(10)	Number of Original Bs/L (11)
----------------	------	------------------------------

Carrier's Receipt	(12)	ALL PARTICULARS FURNISHED BY SHIPPER. CARRIERS MAKE NO REPRESENTATION	(13)
-------------------	------	---	------

Marks and Numbers		No. of Pkgs.	H.M.	Description of Goods	Gross Weight	Measurement
-------------------	--	--------------	------	----------------------	--------------	-------------

Description of work				Gross weight	Measurements

(Hazardous merchandise to be marked with an asterisk)

Total Number of Packages:	*If box 5 and/or 9 filled out, this is a through Bill of Lading (see clause 3)
---------------------------	--

Containers may be stripped at the quay after the expiry of the free period, at the carriers option, and at the risk and expense of the cargo.

Before loading the Carrier to give three days container delivery, which includes the day of collection and delivery, as well as allowing a free period in accordance with the tariff of the manifested destination and as advised by the local Agent from the day of discharge ex vessel. Container, Trailer and other equipment demurrage is levied the least.

All containers to be the joint and several responsibility of the Shipper and Consignee and must be re-delivered clean and undamaged to a place nominated by the Carrier, failing which the Shipper and Consignee are jointly liable for the costs of replacement, transportation and repair.

Specification of freight and charges.

RECEIVED FOR SHIPMENT in apparent external good order and condition the containers, other packages or units bearing marks and/or numbers indicated in the "Carrier's Receipt" above, said to contain the quantity of goods, weights and measurements indicated in the "Particulars furnished by the "Shipper" above which particulars have not been checked or verified by the Carrier. Such particulars are for Shipper's and Consignee's use only and are not part of the bill of lading terms and are not binding on the carrier.

IN ACCEPTING THIS bill of lading the Merchant agrees to be bound by all the terms, conditions, limitations and exceptions whether printed, stamped or written hereon and on page 1 and in particular agrees that the Carrier shall have the right to stuff cargo in containers and to carry on deck all kinds of containers including trailers, tanks flats, canvas top, pallets or similar articles used to consolidate goods.

IN WITNESS whereof the number of Original Bills of Lading stated above have been signed by the master or the agent on his behalf, all of the same tenor and date. One of which being accomplished, the other to stand void. One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

Place and date of issue

Declared Value (See Clause 21) \$\_\_\_\_\_

Dec. Val. Charge \$\_\_\_\_\_

TOTAL \$

Freight Payable at:

Signed for the merchants  
(Compulsory for Italy,  
Belgium and France)

Signed by:

Shipper

## LINER BILL OF LADING

B/L No.

Reference No.

Consignee

Notify address

Pre-carriage by\*

Place of receipt by pre-carrier\*

Vessel

Port of loading

Port of discharge

Place of delivery by on-carrier\*

Marks and Nos.

Number and kind of packages; description of goods

Gross weight

Measurement

## Particulars furnished by the Merchant

Freight details, charges etc.

**SHIPPED** on board in apparent good order and condition, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of Discharge or so near thereunto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof the Master of the said Vessel has signed the number of original Bills of Lading stated below all of this tenor and date, one of which being accomplished, the others to stand void.

Daily demurrage rate (additional Clause A)

\* Applicable only when document used as a Through Bill of Lading

Freight payable at

Place and date of issue

Number of original B/L

Signature



# Multimodal B/L

**JURISDICTION AND LAW CLAUSE**

y dispute arising under and in connection with this Bill of Lading shall be governed by German law  
erned by the court where the Carrier has his principal place of business,  
r regard to contracts of carriage concluded in France, or entered into with a French port, the courts where  
carrier has his principal place of business be also competent in case of "APPEAL ON GUARANTEE" or  
JURALITE DE DEFENDEURS" or "CONNEXITE" the parties to this Bill of Lading expressly derogating from

**DEUTSCHE SEEREEDEREI ROSTOCK GMBH**  
POB 2188 · O-2500 Rostock 1 :

## Charter Party B/L

B/L issued by the hirer (charterer), and not by the owner, of the ship (vessel) transporting the shipment. Since the owners of the vessel often have the right to lay claim to the cargo aboard the ship (in case of a dispute with the charterer) banks generally refuse to accept such B/Ls as collateral for loans, or for payment under a letter of credit.

Shipper \_\_\_\_\_

**BILL OF LADING**  
TO BE USED WITH CHARTER-PARTIES

B/L No. \_\_\_\_\_

Reference No. \_\_\_\_\_

Consignee \_\_\_\_\_

Notify address \_\_\_\_\_

Vessel \_\_\_\_\_

Port of loading \_\_\_\_\_

Port of discharge \_\_\_\_\_

Shipper's description of goods \_\_\_\_\_

Gross weight \_\_\_\_\_

(of which \_\_\_\_\_ on deck at Shipper's risk; the Carrier not  
being responsible for loss or damage howsoever arising)

Freight payable as per \_\_\_\_\_

CHARTER-PARTY dated \_\_\_\_\_

FREIGHT ADVANCE.

Received on account of freight: \_\_\_\_\_

Time used for loading \_\_\_\_\_ days \_\_\_\_\_ hours.

**SHIPPED** at the Port of Loading in apparent good order and  
condition on-board the Vessel for carriage to the  
Port of Discharge or so near thereto as she may safely get the goods  
specified above.

Weight, measure, quality, quantity, condition, contents and value un-  
known.

IN WITNESS whereof the Master or Agent of the said Vessel has signed  
the number of Bills of Lading Indicated below all of this tenor and date,  
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at \_\_\_\_\_

Place and date of issue \_\_\_\_\_

Number of original Bs/L \_\_\_\_\_

Signature \_\_\_\_\_



# Non-Negotiable Sea Way Bill

A straight bill is non-negotiable, which means that the consignee cannot endorse the bill and transfer it to another person to take delivery of the cargo.

## SEA WAYBILL

NON - NEGOTIABLE

FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT

Shipper / Exporter (complete name and address)		Booking No.	Sea Waybill No.
		F / Agent Name & Ref.	Shipper's Ref.
Consignee (complete name and address)		 <b>DSR-SENATOR LINES</b> <b>GMBH</b> Postfach 10 15 47 - D-28015 Bremen Telephone 49(0)421 - 3 08 30 • Telefax 49(0)421 - 17 02 06 Telex 2 45 076 senu d	
Notify Party (complete name and address)			
Carriage by			
Place of Receipt	Port of Loading	RECEIVED by the Carrier the Goods specified below in apparent good order and condition unless otherwise stated. The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. The Carrier has had no possibility to check whether these particulars are correct. Delivery of the Goods will be made to the consignee or his authorized representative upon proper proof of identity and authorization without the need of producing or surrendering a copy of this Waybill.	
Ship Vessel	Voy. No.		
Place of Discharge	Place of Delivery		

## Particulars furnished by the Merchant

Container No. and Seal No. N°s & Nos.	Quantity and Kind of Packages	Description of Goods	Measurement (m³) Gross Weight (KGS)
TOTAL NUMBER OF CONTAINERS OTHER PACKAGES OR UNITS DECLARED BY THE CARRIER			
DECLARED VALUE \$		If Merchant enters actual value of Goods and pays the applicable ad valorem tariff rate, Carrier's package limitation shall not apply.	

LIGHT & CHARGES		Revenue Tons	Rate	Per	Prepaid	Collect
Rate	Prepaid at	Payable at	Place and date of issue			
	MOVEMENT		Signed as Agents on behalf of the Carrier			

DSR-SENATOR LINES GMBH • BREMEN

**JURISDICTION AND LAW CLAUSE**  
 Any dispute arising under and in connection with this Sea Waybill shall be governed by German Law and determined by the courts of Bremen.  
 In regard to contracts of carriage concluded in France, or entered into with a French port, the court here the carrier has his principal place of business be also competent in case of "APPEAL ON WARRANTY" or "PLURALITE DE DEFENDEURS" or "CONNEXITE" the parties to this Sea Waybill expressly derogating from articles 100 to 107, 323, 331 to 333, 336 and 337 FRENCH NOUVEAU CODE DE PROCEDURE CIVILE.

by \_\_\_\_\_

# Mate Receipt

Document signed by an officer of a vessel evidencing receipt of a shipment onboard the vessel. It is not a document of title and is issued as an interim measure until a proper bill of lading can be issued.

**CAMEO LINE LIMITED**

**NEW YORK**

New York, 23.12.1992

**GOODS RECEIPT**

Received in apparent good order and condition on board the MV "MARCOPAL" the undermentioned goods, for shipment from New York to Izmir.

Received from Pansem Export Ltd., New York

20 packages Woman Clothes

  
Cameo Line Limited

**J. Young**

# FIATA FBL

FIATA (*Federation of Forwarding Agents Association*) has created several documents and forms to establish a uniform standard for use by freight forwarders worldwide. The documents are easily distinguishable as each has a distinctive colour and carries the FIATA logo which can be seen at the head of this page.

Consignor:



FBL

**NEGOTIABLE FIATA  
MULTIMODAL TRANSPORT  
BILL OF LADING**

 issued subject to UNCTAD/ICC Rules for  
Multimodal Transport Documents (ICC Publication 481).


Consigned to order of

Notify address

Place of receipt

Ocean vessel

Port of loading

Port of discharge

Place of delivery

Marks and numbers

Number and kind of packages

Description of goods

Gross weight

Measurement

FIATA  
specimen

according to the declaration of the consignor

 Declaration of interest of the consignor  
in timely delivery (Clause 6.2.):

 Declared value for ad valorem rate according to  
the declaration of the consignor (Clauses 7 and 8).

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.

One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods, in Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at	Place and date of issue
Cargo insurance through the undersigned <input type="checkbox"/> not covered <input type="checkbox"/> Covered according to attached Policy	Number of Original FBL's	Stamp and signature
For delivery of goods please apply to:		

# Air Way Bill

An air waybill (AWB) or air consignment note is a receipt issued by an international airline for goods and an evidence of the contract of carriage, but it is not a document of title to the goods. Hence, the air waybill is non-negotiable.



235-1111 5834

235-1111 5834



# Railway Bill

Rail transport document as receipt of goods and evidence of freight agreement. A RWB is not a document of title and is not negotiable.

[illegible]

# CMR-Convention Merchandises Routiers

The CMR transport document is an international consignment note used by drivers, operators and forwarders alike that govern the responsibilities and liabilities of the parties to a contract for the carriage of goods by road internationally. The CMR transport document is not a document of title and is, therefore, non-negotiable.

<b>1</b> Absender (Name, Anschrift, Land) Expéditeur (nom, adresse, pays)		<b>INTERNATIONALER FRACHTBRIEF</b> <b>LETTRE DE VOITURE INTERNATIONALE</b> Diese Beförderung unterliegt trotz einer gegenseitigen Abmachung den Bestimmungen des Übereinkommens über den Beförderungsvertrag im internationalen Straßenverkehr (CMR). Ce transport est soumis, nonobstant toute clause contraire, à la Convention relative au contrat de transport international de marchandises par route (CMR).	
<b>2</b> Empfänger (Name, Anschrift, Land) Destinataire (nom, adresse, pays)		<b>16</b> Frachtführer (Name, Anschrift, Land) Transporteur (nom, adresse, pays)	
<b>3</b> Auslieferungsort des Gutes Lieu prévu pour la livraison de la marchandise  Ort/Lieu  Land/Pays		<b>17</b> Nachfolgende Frachtführer (Name, Anschrift, Land) Transporteurs successifs (nom, adresse, pays)	
<b>4</b> Ort und Tag der Übernahme des Gutes Lieu et date de la mise en charge de la marchandise  Ort/Lieu  Land/Pays  Datum/Date		<b>18</b> Vorbehalte und Bemerkungen der Frachtführer Reserves et observations des transporteurs	
<b>5</b> Begleitende Dokumente Documents annexes			
<b>6</b> Kennzeichen und Nummern Marquages et numéros		<b>7</b> Anzahl der Packstücke Nombre des colis	
<b>8</b> Art der Verpackung Mode d'emballage		<b>9</b> Bezeichnung des Gutes Nature de la marchandise	
<b>10</b> Statistenummer No statistique		<b>11</b> Bruttogewicht in kg Poids brut, kg	
<b>12</b> Umfang in m³ Contage m³			
Klasse / Classe      Ziffer / Chiffre      Buchstabe / Lettre      (ADR) / (ADR)			
<b>13</b> Anweisungen des Absenders (Lad- und sonstige amtliche Behandlung) Instructions de l'expéditeur (formalités douanères et autres)			
<b>14</b> Rückerstattung Remboursement		<b>19</b> Zu zahlen vom: A. durch par:      Absender / L'expéditeur      Währung / Monnaie      Empfänger / Le destinataire Fracht: P.A. de transport Ermäßigungen: Réductions Zwischensumme: Solde Zuschläge: Suppléments Nebengebühren: Frais accessoires Sonstiges: Divers Zu zahlende Gesamtsumme: Le total à payer	
<b>15</b> Frechtzahlungsanweisungen Prescription d'affranchissement Frei Franco Unfrei non franco		<b>20</b> Besondere Vereinbarungen Conventions particulières	
<b>21</b> Ausfertigt in Établie à		<b>24</b> Gut empfangen Réception des marchandises      Datum / Date	
<b>22</b>		<b>23</b>	
Unterschrift und Stempel des Absenders (Signature et timbre de l'expéditeur)		Unterschrift und Stempel des Frachtführers (Signature et timbre du transporteur)	
		Unterschrift und Stempel des Empfängers (Signature et timbre du destinataire)	



# FCR-Forwarder's Certificate of Receipt

A receipt for goods. It is issued by forwarders when cargo is first picked up for shipment.

Banks stipulate "evidencing irrevocable dispatch" notification in L/C transactions.



ORNEK 12  
Suppliers or Forwarders Principals

Rev 000



FIATA FCR Sayfa 89-164

Forwarders  
Certificate of Receipt

No. 0002892 TR

ORIGINAL

Forw. Ref. 1\*

Consignee

Marks and numbers; Number and kind of packages;

Description of goods

Gross weight

Measurement

ORIGINAL

according to the declaration of the consignor

The goods and instructions are accepted and dealt with subject to the General Conditions of the Turkish Freight Forwarders association (U.N.M.A.D.) to be supplied upon request.

We certify having assumed control of the above mentioned consignment in external apparent good order and condition

☐ at the disposal of the consignee

with irrevocable instructions\*

☐ to be forwarded to the consignee

Remarks

Instructions as to freight and charges

\* Forwarding instructions can only be cancelled or altered if the original Certificate is surrendered to us, and then only provided we are still in a position to comply with such cancellation or alteration.

Instructions authorizing disposal by a third party can only be cancelled or altered if the original Certificate of Receipt is surrendered to us, and then only provided we have not yet received instructions under the original authority.

Place and date of issue

Stamp and signature

# FCT-Forwarder's Certificate of Transport

By issuing a FIATA FCT document to the con-signor, the freight forwarder assumes the obligation to deliver the goods at destination through the medium of an agent appointed by him. FCT is a negotiable document.

Suppliers or Forwarders Principals



FIATA FCT

 Forwarders No. \_\_\_\_\_  
 Certificate of Transport  
 ORIGINAL Forw. Ref. \_\_\_\_\_

Consigned to order of:

Notify address:

Conveyance: from/via:

Destination:

Marks and numbers:	Number and kind of packages:	Description of goods	Gross weight	Measurement

specimen

according to the declaration of the consignor

The goods and instructions are accepted and dealt with subject to the General Conditions printed overleaf.

Acceptance of this document or the invocation of rights arising therefrom acknowledges the validity of the following conditions, regulations and exceptions also of the trading conditions printed overleaf, except where the latter conflict with conditions 1 &amp; 2 below.

1. The undersigned are authorized to enter into contracts with carriers and others involved in the execution of the transport subject to the latter's usual terms and conditions.
2. The undersigned do not act as Carriers but as Forwarders in consequence they are only responsible for the careful selection of third parties, instructed by them, subject to the conditions of Clause 3 hereunder.
3. The undersigned are responsible for delivery of the goods to the holder of this document through the intermediary of a delivery agent of their choice. They are not responsible for acts or omissions of Carriers involved in the execution of the transport or of other third parties. The undersigned Forwarders will, on request, subrogate their claims against Carriers and other parties.
4. Insurance of the goods will only be effected upon express instructions in writing.
5. Unforeseen and/or unforeseeable circumstances entitle the undersigned to deviate from the envisaged route and/or method of transport.
6. Unforeseen and/or unforeseeable disbursements and charges are for the account of the goods.

Insurance through the intermediary or the undersigned Forwarders

☐ Not covered☐ Covered according to the attached Insurance Policy/Certificate.

All disputes shall be governed by the law and within the exclusive jurisdiction of the courts of the place of issue.

For delivery of the goods please apply to:

Freight and charges prepaid to:

therefor accounts of goods, lost or not lost

We, the Undersigned Forwarders in accordance with the instructions of our Principals, have taken charge of the abovementioned goods in good external condition at \_\_\_\_\_

for despatch and delivery as stated above or order against surrender of this document properly endorsed.

In witness thereof the Undersigned Forwarders have signed \_\_\_\_\_ originals of this FCT document, all of this tenor and date. When one of these has been accomplished, the others will lose their validity.

Place and date of issue

Stamp and signature



# Movement Certificates

# ATR

The ATR Certificate entitles goods, which are in 'free circulation' in the EU to receive preferential import duty treatment when shipped to Turkey. This applies to all eligible goods except agricultural goods, minerals and steel which require an EUR1 Movement Certificate.

## DOLAŞIM BELGESİ (MOVEMENT CERTIFICATE)



(1) Üye ülke  
veya  
Türkiye

Insert the  
member  
State or  
Turkey

(2) Sadece  
ihraç  
ülkesinin  
talebi  
halinde  
doldurulur.

Complete  
only where  
the  
exporting  
country  
requires

1. İhracatçı (Ad, açık adres, ülke) Exporter (Name, full address, country)		A.TR No C 620179	
2. Taşıma Belgesi (İhtiyari) ..... No ..... (Tarih) ..... Transport document (Optional) No. .... (Date) .....			
3. Malın gönderildiği şahıs (ad, açık adres, ülke) (İhtiyari) Consignee (Name, full address, country) (Optional)		4. AET/TÜRKİYE ORTAKLIĞI ASSOCIATION between the EUROPEAN ECONOMIC COMMUNITY and TURKEY	
5. İhraç Ülkesi Country of exportation		6. Varış Ülkesi Country of destination (1)	
7. Taşınmaya ilişkin bilgiler (İhtiyari) Transport details (Optional)		8. Gözlemler Remarks	
9. Sıra No: Item No	10. Kolilerin markaları, numaraları, sayısı ve cinsi (dökme mallar için, duruma göre, geminin adı vagon veya kamyonun numarası belirtilecektir); Malların tanımı Marks and numbers; number and kind of packages (for goods in bulk, indicate the name of the ship or the number of the railway wagon or road vehicle); Description of goods	11. Brüt ağırlık (kg) veya diğer ölçüler (hl, m³, v.s.) Gross Weight (kg) or other measure (hl, m³, etc.)	
12. GÜMRÜK VİZESİ CUSTOMS ENDORSEMENT Doğruluğu onaylanmış beyan Declaration certified İhraç belgesi Export document (2) Model (Form) ..... No. .... Gümrük İdaresi Customs Office Çıkış ülkesi Issuing country Yer ve Tarih Place and Date İmza (Signature)		13. İHRACATÇININ BEYANI DECLARATION BY THE EXPORTER Aşağıda imzası bulunan ben, yukarıda, belirtilen malların bu belgenin verilmesi için gerekli koşullara uygun olduğunu beyan ederim. I, the undersigned, declare that the goods described above meet the conditions required for the issue of this certificate. Yer ve Tarih Place and date İmza (Signature)	

# EUR1

In EFTA (*European Free Trading Area*) EUR.1 is a form used in international commodity traffic. The EUR.1 is most importantly recognized as a certificate of origin in the external trade.

## DOLAŞIM SERTİFİKASI

## MOVEMENT CERTIFICATE



1. İhracatçı (Adı, Açık Adresi, Ülke) Exporter (Name, full address, country)		EUR.1 NO A 663161	
		Bu formu doldurmadan önce arkadaki notları okuyunuz. See notes overleaf before completing this form.	
3. Malın Gönderildiği Şahıs (Adı, Açık Adresi, Ülke) (Tercihe Bağlı) Consignee (Name, full address, country) (Optional)		2. Certificate used in preferential trade between ..... ve/and ..... arasındaki tercihli ticarete kullanılan sertifikadır. (İlgili ülkeler, ülke grupları veya alanlarını yazınız.) (Insert appropriate countries, groups of countries or territories)	
		4. Ürünlerin menşei sayılan ülke, ülkeler grubu veya alanlar Country, group of countries or territory in which the products are considered as originating	5. Varış ülkesi veya ülkeler grubu, Country, group of countries or territory of destination
6. Taşımaya ilişkin bilgiler (Tercihe Bağlı) Transport details (Optional)		7. Gözlemler Remarks	
8. Sıra No; Kolilerin marka ve işaretleri, sayı ve türleri (°); Eşyanın tanımı. Item Number; Marks and numbers; Number and kind of packages (°); Description of goods.		9. Brüt ağırlık (kg) veya diğer ölçüler (Litre, metreküp, vs.) Gross weight (kg) or other measure (litres, m³, etc.)	10. Faturalar (Tercihe Bağlı) Invoices (Optional)
11. GÜMRÜK VİZESİ CUSTOMS ENDORSEMENT Onaylayan Beyan Declaration İhraç Belgesi Export document (1)  Form ..... No ..... Gümrük İdaresi ..... Customs Office .....  Düzenleyen Ülke veya Alan ..... Issuing country or territory ..... Tarih (Date) .....  ..... (İmza/signature)		12. İHRACATÇININ BEYANI DECLARATION BY THE EXPORTER  Aşağıda imzası bulunan ben, yukarıda belirtilen eşyanın bu belgenin düzenlenmesi için gerekli olan koşullara uygun olduğunu beyan ederim. I, the undersigned, declare that the goods described above meet the conditions required for the issue of this certificate.  Yer ve Tarih ..... Place and date .....  ..... (İmza/signature)	

(°) Eşya ambalajlı değilse, yerine göre eşyaların sayısını veya "dökme" olduğunu belirtiniz.

(°) If goods are not packed, indicate number of articles or state "in bulk" as appropriate

(1) Yalnız ihracatçı ülke kurallarının gerekli gördüğü yerleri doldurunuz.

(1) Complete only where the regulations of the exporting country or territory require.

# GSP (Form A)

The claim for GSP treatment must be supported with the appropriate documentary evidence. The GSP Certificate of Origin Form A is used for this purpose..





1. Goods consigned from (Exporter's business name, address, country).		Reference No. 0995310			
2. Goods consigned to (Consignee's name, address, country).		<b>GENERALISED SYSTEM OF PREFERENCES CERTIFICATE OF ORIGIN (Combined declaration and certificate) FORM A</b> Issued in ..... (country) See Notes overleaf			
3. Means of transport and route (as far as known)		4. For official use			
5. Item number	6. Marks and numbers of packages	7. Number and kind of packages: description of goods	8. Origin criterion (see Notes overleaf)	9. Gross weight or other quantity	10. Number and date of invoices
11. Certification It is hereby certified, on the basis of control carried out, that the declaration by the exporter is correct.			12. Declaration by the exporter The undersigned hereby declares that the above details and statements are correct; that all the goods were produced in ..... (Country) and that they comply with the origin requirements specified for those goods in the Generalised System of Preferences for goods exported to. ..... (importing country) ..... Place and date, signature and stamp of certifying authority.		

# Conformity Documents



# Inspection Certificates

A document certifying that merchandise was in good condition at the time of inspection. It is issued by International Inspection Companies (Cotecna, Intertek, SGS).

**GÖZETİM RAPOR No. :**  
**(Inspection Certificate No.:** 2/2002/0565

**23.09.2002**

**INSPECTION CERTIFICATE**

**Applicant** : Y LLC.  
NEW YORK U.S.A.

**Beneficiary** : X LTD. ŞTİ.  
İSTANBUL TÜRKİYE

**Shipper** : X LTD. ŞTİ.  
İSTANBUL TÜRKİYE

**Description of Goods** : Prime, Newly Produced ERW Square and  
Rectangular Tubing, Black, Plain End According to  
ASTM A500, Grade B, with uniform piece  
count per bundle.

**Shipment From** : İSTANBUL TÜRKİYE  
**For Transportation to** : NEW YORK U.S.A.

**Vessel** : M/V ZOIT  
**L/C No. STI447931 dated 020813**

\*\*\*\*\*

This is to certify that at the request of Messrs. X LTD. ŞTİ...  
our inspectors attended at factory of the manufacturer and at port of loading for  
the purpose of visual inspection of the goods and determine the number of  
bundles and weight of the above cargo.

**1. VISUAL INSPECTION**

The goods have been visually inspected and physical condition of the bundles  
were found satisfactory. Any damage, fault or defect has not been observed.

İŞBU SÖRVEY VE BUNA MUSTENİDEN TANZİM EDİLEN RAPOR, MÜESSESEMİZ VE SÖRVEYÖRLERİNİN, SÖRVEYİN YAPILDIĞI MAHALDE VE SÖRVEY  
ANINDA, EHLİYET VE BİLGİLERİ TAHTINDA AZAMI İHTİMAMLA HAZIRLANMIŞ OLMAKLA BERABER, YANLIŞLIK, TAKDİR HATASI, İHMAL VE  
KUSURLARINDAN DOLAYI MÜESSESEMİZ VE/VEYA SÖRVEYÖRLERİNİN SORUMLU OLMAYACAKLARI VE KEZA İŞBU RAPORUN SATICI VE/VEYA  
GÖNDEREN VE/VEYA SAİR İLGİLİLERİ AKDİ SORUMLULUKLARINDAN BERTİ KILMAYACAKTIR. NÜMUNELER 3 AY SAKLANACAKTIR.

THIS INSPECTION HAS BEEN PERFORMED AND THE CERTIFICATES ISSUED TO THE BEST OF OUR ABILITY AND KNOWLEDGE AT THE TIME  
AND PLACE OF THE INSPECTION BUT WITHOUT PREJUDICE OR ACCEPTANCE OF LIABILITY, AND WITHOUT RELEASING SUPPLIERS AND/OR  
SHIPPERS AND/OR OTHER PARTIES INVOLVED FROM THEIR CONTRACTUAL OBLIGATIONS. SAMPLES KEPT 3 MONTHS ONLY.



SPECIMEN

1. place des Alpes  
Case postale 898  
CH-1211 Genève 1  
Tel 022/31 22 50  
Cables. Supervise  
Telex. 422 140

TO WHOM IT MAY CONCERN

Certificate No 1401/ 012490 / 411  
OF QUALITY AND QUANTITY

Commodity: 1 (one) unit exitation cubicle (4 panels), complete, as per proforma invoice No. Log/el/0072/84 dated 20th January 19..

L/C no: OO/13694/411 Issued by Bank .....

Customs Tariff no: 8513/72A

Buyer: Ministry of Electricity .....

Seller: Electrical Supply Co. ....

Manufacturers: Power Equipment Co. ....

Services required: Final inspection certifying that the specifications, quantity and quality of goods shipped are as per prescriptions of the L/C and relevant proforma invoice.

Testing: According to ITP 34 and IEC standard no. ....

Inspection:

- 1) Visual inspection for appearance, workmanship, etc of cubicles, wiring, marking, painting.
- 2) Check of construction/assembly/main dimensions of major parts.
- 3) Sequence operation check  
All operating and protection circuits, cooling system were test operated.
- 4) Measurement of adjusting range of alternator voltage setter.
- 5) Simulation tests

Sheet 1/2

The issuance of this Certificate does not exonerate buyers or sellers from exercising all their rights and discharging all their liabilities under the Contract and Sale. Stipulations to the contrary are not binding on us. The Company's responsibility under this Certificate is limited to gross negligence proven by Principals and will in no case be more than ten times less or commission.

[illegible]

# Certificate of Origin

A certificate of origin is a document used in international trade. It is completed by the exporter and certified by an recognized issuing body, attesting that the goods in a particular export shipment have been produced, manufactured or processed in a particular country.



1. Exporter (name, address, country)  
Exportateur (nom, adresse, pays)  
İhracatçı (ismi, adresi, memleketi)

2.

No B 0746901

**CERTIFICATE OF ORIGIN  
CERTIFICAT D'ORIGINE  
MENŞE ŞAHADETNAMESİ**

**A**

3. Consignee (name, address, country)  
Destinataire (nom, adresse, pays)  
Alıcı (ismi, adresi, memleketi)

4. Particulars of transport (where required)  
Renseignements relatifs au transport (le cas échéant)  
Nakliye ile ilgili malûmat (lüzumu halinde)

5. Marks & Numbers, Number and kind of packages; Description of the goods  
Marques et numéros; Nombre et nature des colis; Désignation des marchandises  
Marka ve numara, Koli sayısı ve cinsi, Malların tarifi

6. Gross weight  
Poids brut  
Brüt ağırlık

7.

8. Other information - Autres renseignements  
Diğer Malumat

It is hereby certified that the above mentioned goods originate in;  
Il est certifié par la présente que les marchandises mentionnées  
ci - dessus sont originaires de:  
Yukarıda tatad edilen malların menşeli olduğu tasdik edilir.

CERTIFYING BODY  
ORGANISME AYANT DELIVRE LE CERTIFICAT  
İŞBU VESİKAYI TANZİM EDEN TEŞEKKÜL

Place and date of issue - Lieu et date de delivrance  
Tanzim yeri ve tarihi

Authorised signature - signature autorisée  
Yetkili İmza

Stamp - Timbre - Mühür



# Weight List

Weight list is used to give detailed information about the weight of the order.

# Packing List

Packing list is used to give detailed information about the packing of the order.

**DAXON ELECTRONIC EQUIPMENT  
SEOUL / KOREA**

**PACKING LIST**

**TO: GENÇLER ELEKTRONİK TİC. VE SAN. A.Ş.**  
Büyükdere Cad. No:500 Gayrettepe  
İstanbul / Turkey

**SHIPMENT DATE: DECEMBER 22, 1992**

<b>BOX NO.</b>	<b>MODEL</b>	<b>IDENT. NO.</b>	<b>NO. OF SEC. BOXES</b>	<b>QTY/BOX</b>	<b>TOTAL QTY</b>
BOX # 1 TUNER	2000	82500	20	15	300
BOX # 2 TUNER	2000	82500	22	15	330
BOX # 3 TUNER	2000	82500	5	12	60
					<hr/> 690



# Healt Certificate

Health certificate is issued by the ministry of agriculture for Foods , living aniamls, flesh , leather.

# Phytosanitary Certificate

Phytosanitary Certificate is issued by the ministry of agriculture for plants.

# Certificate of Analysis

Certificate of Analysis is issued by laboratory for analysing chemical goods.

**ARKOL CHEMICAL PRODUCTS**  
STOCKHOLM

Stockholm, 23.12

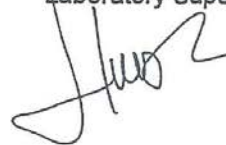
**CERTIFICATE OF ANALYSIS**

Buyer: Kerimoğlu Kimya San.  
Product: Asetic Acid  
Molecular Weight: 72

Package Number	Batch Number	Kilos Net Per Package	Kilos Net	%	Kilos 1
85	175	1200 x 22	26400	72	(max)

Arkol Chemical Prod

V.Vantschip  
Laboratory Super



# Financial Documents

## Draft or Bill of Exchange (Draft)

A written, unconditional order by one party (the drawer) to another (the drawee or third party) to pay a certain sum, either immediately (at sight) or on a fixed date (at maturity). Issued by creditor (drawer). Written form requirement is defined in law.

# Parties on a Bill of Exchange

Drawer: Creditor issues the draft.

Drawee: Debtor.

Beneficiary: The party who receives the payment.

# Written form requirements

- Titled as "Draft" or "Bill of Exchange"
- Drawee's title and address
- Drawer's title and address
- «pay to the order of» notification
- Maturity
- Place of payment
- Issue date and place
- Drawer's signature



## Görüldüğünde ödemeli poliçe örneği

(Sight draft)

USD 10.000.00.

WASHINGTON, D.C ...../...../200....

..... at sight ..... PAY

TO THE ORDER OF ..... payee's name – the one to be  
paid .....

TEN THOUSAND ..... DOLLARS

VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF  
TO ..... (drawee's name – the payer) ... (Drawer's name – the writer)

.....

# Görüldüğünden belli bir müddet sonra ödemeli poliçe örneği

(xxx days after sight) (time sight draft)

USD 10.000.00.

WASHINGTON, D.C ...../...../200....

..... 90 days after sight ..... PAY

TO THE ORDER OF ..... payee's name – the one to be  
paid .....

TEN THOUSAND ..... DOLLARS

VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF  
TO ..... (drawee's name – the payer) ... (Drawer's name – the writer)

.....

# İarihindenden belli bir müddet sonra ödemeli poliçe örneği

(Time date draft)

USD 10.000.00.

WASHINGTON, D.C ...../...../200....

..... 60 days after shipping date on bill of lading ..... PAY

TO THE ORDER OF ..... payee's name – the one to be  
paid .....

TEN THOUSAND ..... DOLLARS

VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF  
TO ..... (drawee's name – the payer) ... (Drawer's name – the writer)

.....

Drawn under Credit No. \_\_\_\_\_ dated \_\_\_\_\_  
of the \_\_\_\_\_

İstanbul, the December 9, 1992 For DM 16.895,50

Accepted on December 18, 1992 by  
Güray Dış Ticaret A.Ş.  
Guaranteed for Güray Dış Tic. A.Ş.  
on December 18, 1992 by

FINANSBANK A.Ş.  
ANKARA BRANCH

At June 12, 1993 pay against this First Bill of Exchange (Second unpaid)

to the order of ourselves the sum of

sixteen thousand eight hundred ninety five Deutsche Marks fifty pfennigs

payable at the current selling rate of exchange on \_\_\_\_\_ with interest at the rate  
of \_\_\_\_\_ per cent per annum from date hereof to approximate date of arrival of cover in \_\_\_\_\_

To Güray Dış Ticaret A.Ş.  
Büyükdere Cad. 802

Gayrettepe - İSTANBUL

Samuel H. H.  
Arcol Chemical Ltd.

# Endorsment

- With Recourse
- Without Recourse



PAY TO THE ORDER OF ..... BANK

Tarih / İhracatçının Unvanı ve İmzası

PAY TO THE ORDER OF ..... BANK

VALUE FOR INDEMNITY

Tarih / İhracatçının Unvanı ve İmzası

PAY TO THE ORDER OF ..... BANK

VALUE FOR COLLECTION



Acceptance

Accepted on December 18, 1992 by  
Güray Dış Ticaret A.Ş.

A handwritten signature in black ink, appearing to be 'Güray', is written over the text 'Güray Dış Ticaret A.Ş.'.

# Aval

- "Aval" is put on face of the draft. It is irrevocable and unconditional undertaking to pay.
- Bank promises to pay if their customer is not able to pay it back themselves.

PER AVAL FOR ACCOUNT OF THE DRAWEE

Tarih / Banka Adı ve Yetkili İmzalar

# Protest

- Protest for non-acceptance (Adem-i Kabul)
- Protest for non-payment (Adem-i Tediye )

# Promissory Note

A document that contains a promise to pay a stated amount of money to a stated person either on a fixed date or when the money is demanded. It is issued by debtor.

USD. 20.000.00

...../...../200.....

*debt* .....after date (without grace) I promise to pay to the order of *Creditor*

NET: TWENTY THOUSAND DOLLARS

FOR VALUE RECEIVED WITH INTEREST OF ..... PERCENT PER ..... FROM ..... UNTIL PAID BOTH  
PRINCIPAL AND INTEREST PAYABLE ONLY IN LAWFUL MONEY OF THE UNITED STATES.

Payable at: ..... No.: .....

Due: .....

(signature)

# **IV. LECTURE**



# Terms of Payment

# Advance Payment

- In this payment method, importer effects the payment to exporter in advance.
- This can be considered as pre-financing of the exporter.

- In the point of exporter this payment method is advantageous but for the importer it is risky.
- Despite collecting the fund in advance, exporter can refuse to ship the goods according to contract terms.

# Conditions

- Importer should fully rely on exporter.
- The exchange regime and economic and political developments of the exporting country must be known
- Regulations in importer country must allow advance payment.

- The buyer's financial situation should be able to pay in advance and wait.

# Workflow

## Import:

- Importer applies to bank with advance payment instruction.
- The bank makes the payment directly to the exporter's account through the bank of the exporter (MT103).
- The importer receives the customs letter from the bank.

- The bank close the file.
- The importer clears the goods through the customs by submitting the customs letter.

- Appendix 4.1: MT103 Swift message.
- Appendix 4.2: Customs letter.



## **Export:**

- Fund comes to the bank on behalf of the exporter
- According to exporter's instruction DAB (Foreign exchange purchase certificate) is issued or foreign exchange deposit account is credited.
- Exporter ships the goods.

## ■ Ek 4.3: Cash Declaration Form

# Cash Against Goods

- The payment is foreseen to be made in a future date
- It is an attractive type of payment for the buyer.
- The exporter's risk is very high.

# Conditions

- Exporter should fully rely on importer.
- It is more applicable in products where the supply of goods is high.

- The exporter must also trust the political and economic stability of importer's country. Because, in the case of unstable governments, the possibility to delay or stop transfer in foreign exchange regimes is always a great risk.

- The seller may accept such an agreement only when it is financially strong.

# Workflow

## Import:

- The goods come to the customs and the importer clears the goods through the customs by submitting the declaration showing that the KKDF is paid at 6%.

- The importer pays through the bank within the period determined.



## **Export:**

- Exporter ships the goods.
- According to exporter's instruction DAB (Foreign exchange purchase certificate) is issued or foreign exchange deposit account is credited.

# Documentary Collection

- It can be defined as to deliver document against payment or against acceptance of draft or against avalization of draft by a bank.
- The Bank acts as an intermediary between the exporter and the importer.

- The responsibility of the banks in this method is limited to the delivery of the document against payment or acceptance.
- Regarding collections, ICC issued URC 522- Uniform Rules for Collection

# Advantages

- It's a simple and inexpensive way,
- Often, payment is quicker and safer than open account,
- Goods must be delivered after payment or acceptance.

# Disadvantages

- The buyer is unwilling or unable to pay the cost of goods,
- Buyer's rejection of goods,
- Waiting of goods at customs due to buyer's negligence or other legal reasons

# Parties

- **The principal, drawer:** The party who present the documents as attached to a collection instruction.
- **Remitting bank:** The bank who send the document to the bank in importer country.
- **Presenting or collecting bank:** The bank who collect payment or take acceptance against documents.
- **Drawee:** The party who pay the fund or accept a draft against documents.

# Workflow

## Export:

- Exporter present documents with an instruction.
- Bank sends document in accordance with the collection instructions given by the exporter

- The collection bank collects the specified amount from the buyer. (or acceptance of the draft)
- The collecting bank effects payment through MT202.
- Documents are delivered to importer after payment. (or acceptance)



- According to exporter's instruction DAB (Foreign exchange purchase certificate) is issued or foreign exchange deposit account is credited.

- Ek 4.4: Remittance Letter.
- Ek 4.5: MT202 swift message.

## **Import:**

- Documents are received by importers bank.
- The bank inform the importer.
- Importer has the right to reject the document.

- Importer effectrs the payment and receives the documents. (or accept a draft)
- Collection bank makes the payment through MT202.

# Types of Documentary Collection

- 1- Sight, Against Payment:  
Documents are delivered against payment.

- 2- Against Acceptance or Against Avalization:
- Documents are delivered against acceptance of draft by the drawee,
- or avalization of bank.

### ■ 3- Against Promissory Note or Written Undertaking:

Documents are delivered against presentation of Promissory Note or Written Undertaking .

#### ■ 4- Against Payment Guarantee:

Documents are delivered against issuance of payment guarantee.



- Ek 4.6: URC 522- Uniform Rules for Collection

# **V. LECTURE**

# Letter of Credit / Documentary Credit

# Letter of Credit

- A letter stating the undertaking of the bank to pay upon presentation of documents in accordance with the conditions stipulated in the credit terms.
- Called as Letter of Credit or Documentary Credit.
- It is non-cash loan opened on behalf of the importer.

- Exporter is under the irrevocable undertaking of the bank as the beneficiary of the letter of credit.
- The bank is not interested in the status of the goods. The undertaking of the bank cover only presentation of credit conform documents. (The only exception is the injunction decision)

- L/C issued under UCP600 is irrevocable Documentary Credit.
- Revocable letters of credit are not used in practice.
- The bank is an impartial guarantor.

- If the seller fails to comply with the terms of the letter of credit, the bank will not pay at all. This is a great confidence factor for the buyer. For these reasons, the letter of credit is a form of payment that provides the highest level of security for both parties.

# Parties of the letter of credit

- Applicant: Buyer who has applied to the bank to open a letter of credit.
- Issuing Bank: The bank that issues a letter of credit.
- Advising or Confirming Bank: A bank that is usually located in the country of the exporter, advising or confirming of the letter of credit.
- Beneficiary: The importer who makes presentation under letter of credit.



# Workflow

- The applicant is requested to open the letter of credit in favor of the exporter.
- The issuing bank processes the order by taking into account the non-cash credit limits of the applicant.

- The applicant sends the letter of credit to the bank of exporter.
- L/C includes the conditions stipulated in applicant's instruction (port of loading, port of discharge, transport vehicle etc.) and the documents required according to these conditions.

- The bank of the exporter receives the letter of credit and advises to the exporter of the issuing of the L/C.
- and send a copy of the letter of credit to the exporter.
- When the beneficiary receives the L/C, it checks that the conditions are in accordance with the terms of agreement with the applicant and informs the applicant of any objections.

- The beneficiary ships the goods
- The beneficiary presents the documents stipulated in L/C.
- If L/C is confirmed, the bank of the exporter examines the documents, otherwise sends them to the issuing bank.

- In confirmed L/C, confirming bank makes the payment or undertake to pay at maturity.
- Sends the docs to the issuing bank and request the same thing to be done against themselves.
- The issuing bank examine the documents and effect payment upon credit conform documents or undertake to pay at maturity.

- The issuing bank examine the documents and effect payment upon credit conform documents or undertake to pay at maturity.
- The issuing bank delivers the documents to the applicant.

## ■ Ek 5.1 : L/C sample

# Reserve Notice

- If a discrepancy is found issuing bank put reserve on documents.
- And inform the advising or confirming bank with a tested message.
- Maximum examination period is 5 business day.



- Pls be advised that due to following discrepancies we put reserve on docs and **we hold docs at your disposal.**

- Late shipment.
- Description of goods is different on commercial invoice.

Rgds./Int.Div.

# Confirmation

- Confirmation means a definite undertaking of the confirming bank , in addition to that of the issuing bank, to honour or negotiate a complying presentation.

# Times on L/C

- **Expiry Date:**

The last date for presentation of docs under L/C.

- **Latest Date of Shipment:**

The last date for shipment of the goods.

- **Period for Presentation:**

The period of time after the date of shipment within which the documents must be presented.

Sender : IRVTUS3N  
Bank of New York

Receiver : ISBKTRIS  
T. Is Bankası

27: Sequence of Total  
1/1

40A: Form of Documentary Credit  
IRREVOCABLE

20: Documentary Credit Number  
STI447931

31C: Date of Issue  
020813

31D: Date and Place of Expiry  
021222 TURKEY

50: Applicant  
Y LCC.  
NEW YORK  
U.S.A.

59: Beneficiary  
X LTD.STI.  
ISTANBUL  
TURKEY

32B: Currency Code Amount  
Currency : USD  
Amount : #270.357,08#

39B: Maximum Credit Amount  
NOT EXCEEDING

41A: Available with/by - SWIFT Addr  
T. IS BANKASI  
HEAD OFFICE  
ISTANBUL TURKEY  
BY PAYMENT

43P: Partial Shipments  
NOT ALLOWED

43T: Transhipment  
ALLOWED

44A: On Board/Disp/Taking Charge  
PLACE OF LOADING: ISTANBUL TURKIYE

44B: For Transportation to  
PLACE OF DISCHARGE: NEW YORK BY VESSEL

44C: Latest Date of Shipment  
021202

45A: Descp of Goods and/or Services  
PRIME, NEWLY PRODUCED ERW SQUARE AND  
RECTANGULAR TUBING,BLACK, PLAIN END ACCORDING  
TO ASTM A500, GRADE B ,WITH UNIFORM PIECE COUNT  
PER BUNDLE AS PER PROF.INV.NO:ST22 DD:020726 TERMS  
OF DELIVERY:CIF NEW YORK

46A: Documents Required

- +1 ORIGINAL PLUS 3 COPIES OF COMMERCIAL INVOICE DULY SIGNED BY THE BENEFICIARY INDICATING CIF VALUE AND THE ORIGIN OF THE GOODS SHIPPED.
- +1 ORG CLEAN ON BOARD B/L ISSUED TO THE ORDER OF BANK OF NEW YORK MARKED FREIGHT PREPAID AND NOTIFY APPLICANT'S FULL NAME AND ADDRESS.
- +1 ORG INSURANCE POLICY OR CERTIFICATE ENDORSED TO THE ORDER OF BANK OF NEW YORK FOR THE CIF INVOICE VALUE PLUS 10 PERCENT COVERING ALL RISKS INSTITUTE CARGO CLAUSE (A)WAR RISKS INSTITUTE WAR CLAUSES (CARGO) S.R. AND C.C. AND N.D. AND T.P. FROM WAREHOUSE TO WAREHOUSE INDICATING 'CLAIMS PAYABLE IN NEW YORK' AND 'IRRESPECTIVE OF PERCENTAGE'.
- +1 ORG CERTIFICATE OF ORIGIN ISSUED OR LEGALIZED BY LOCAL CHAMBER OF COMMERCE INDICATING ORIGIN OF THE GOODS SHIPPED.
- +1 ORG SIGNED INSPECTION CERTIFICATE IN ENGLISH ISSUED BY AN INDEPENDENT INSPECTION COMPANY STATING THAT ALL MATERIAL IS PRODUCED ACCORDING TO ASTM A 500, BLACK, GRADE B ,WITH UNIFORM PIECES COUNT PER BUNDLE AND ALSO STATING THE FOLLOWING:
  - A)THAT THE BUNDLES ARE COUNTED TO ACHIEVE UNIFORM PIECE COUNT.
  - B)THAT THE BUNDLES ARE SECURELY STRAPPED WITH MINIMUM 10 TIES OR STRAPS AND ARE FULLY COVERED.
  - C)THAT THE TUBING IS STRAIGHT WITH NO WAVES WITH STRAIGHTNESS TOLERANCE ACCORDING TO ASTM STANDARDS.

47A: Additional Conditions

- +DOCS WILL BE SENT TO OUR BANK'S ADDRESS:BANK OF NEW YORK H/O INT/DIV NEW YORK U.S.A. BY ANY SPECIAL COURIER SERVICE.
- +IF WE ARE NOT INFORMED BY YOU ABOUT THE UTILIZATION OF THIS CREDIT WITHIN 7 BANKING DAYS AFTER THE EXPIRY DATE OF THE CREDIT ANY BALANCE WHICH HAS NOT BEEN UTILIZED WILL AUTOMATICALLY BE CONSIDERED AS CANCELLED WITHOUT ANY WRITTEN ADVICE FROM OUR PART TO THIS EFFECT.
- +ALL DOCS SHOULD BEAR OUR L/C REF.
- +USD50,00 DISCREPANCY FEE WILL BE DEDUCTED FROM PROCEEDS,IF DOCUMENTS PRESENTED WITH THE DISCREPANCIES.
- + NOTWITHSTANDING THE PROVISIONS OF UCP500, IF WE GIVE NOTICE OF REFUSAL OF DOCUMENTS, WE SHALL HOWEVER RETAIN OUR RIGHT TO ACCEPT A WAIVER OF DISCREPANCIES FROM THE APPLICANT

AND, SUBJECT TO SUCH WAIVER ACCEPTABLE TO US, TO  
RELEASE DOCUMENTS AGAINST THAT WAIVER  
WITHOUT REFERENCE TO THE PRESENTER PROVIDED  
THAT NO WRITTEN INSTRUCTIONS TO THE CONTRARY  
HAVE BEEN RECEIVED BY US BY THE PRESENTER BEFORE  
THE RELEASE OF THE DOCUMENTS AND WE WILL HAVE  
NO LIABILITY TO THE PRESENTER IN RESPECT OF ANY  
SUCH RELEASE.

71B: Charges

ALL BANKING COMMISSIONS AND CHARGES  
ARE FOR BENEF'S ACCOUNT.

48: Period for Presentation

21 DAYS FROM B/L DATE BUT WITHIN  
VALIDITY OF L/C.

49: Confirmation Instructions

CONFIRM

53A: Reimbursing Bank - BIC

AEIBUS33  
AMERICAN EXPRESS BANK  
NEW YORK USA

78: Instruc to Pay/Accept/Negot Bnk

UPON PRESENTATION OF CREDIT CONFORM DOCS TO  
YOUR BANK, YOU ARE AUTHORIZED TO CLAIM  
REIMBURSEMENT FROM AMERICAN EXPRESS BANK NEW  
YORK BRANCH ON OUR USD ACCOUNT:6545313216543  
FOR DOCS AMOUNT ONLY WITH FOUR WORKING DAYS  
VALUE AFTER YOUR TESTED DEBIT ADVICE MSG  
QUOTING OUR REF.

72: Sender to Receiver Information

PLS ACK RECEIPT