### Export-Import Management Textbook

3rd Edition

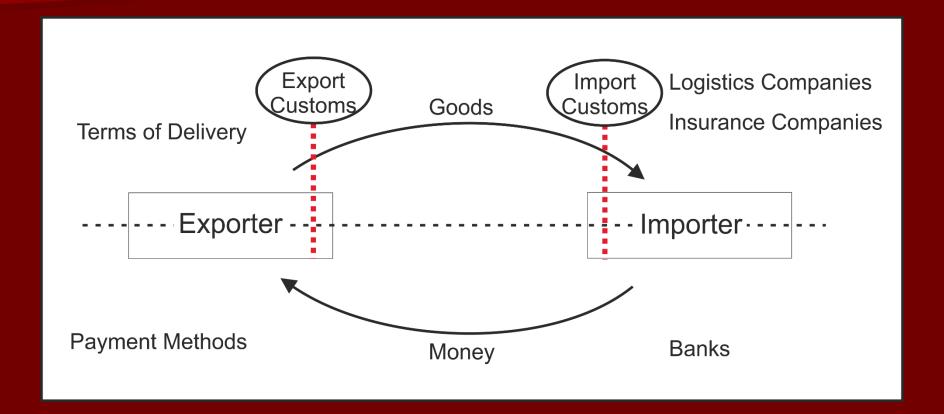
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# I. LECTURE

# 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

# Balence 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 Financal account
- Reserve asset

### Current Account

- Merchandise Transactions or Visible Trade
- Invisible Items

# Capital and Financal 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 canges in the economic, politic 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.

R.G.Tarihi: 25.2.1930

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 zımnında 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 vasıtalariyle 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 tekerrürü 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 tavzif 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 Bakanlığı veya tavzif 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 tavzif 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 Kunununun 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)

#### Amac

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

#### Davanak

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 dövizi natık çekler

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

- a) Kendilerine ibraz edilen dövizi natık çekler karşılığında bankacılık teamüllerine uygun olarak kısmen Türk parası ve kısmen efektif veya tamamen efektif ödemesinde bulunabilirler.
- b) Efektif veya dövizi natık 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 izni 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 ayni 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 kullandırabilirler. 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 acılabilir.

#### 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 tesebbüsleri ve bağlı kurumları,
- c) Özel hukuk hükümlerine tâbi olmakla beraber sermayesinin yüzde ellisinden fazlası kamuya ait olan kuruluşlar,
- c) 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. Sözkonusu 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 gerçekleşme 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 takdırde 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

 $\textbf{MADDE 17} - (1) \ 9/2/2007 \ tarih ve \ 26429 \ sayılı \ Resmî \ Gazete'de yayımlanan 2007-32/33 \ sayılı \ Tebliğ yürürlükten kaldırılmıştır.$ 

#### 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

GELDİGİ ÜLKE :A.B.D.

GELIS NEDENİ :FİİLİ İHRAÇ +180 İÇİNDE İHR.ALIŞI

İHR NAVLUNU (KARA HAVA DENİZ)

Ticari sigorta gelirleri

DOVIZ CİNSİ :USD

UYGULANAN KUR :1.675.000,

TUTARI : USD270,357.08

TL KARSILIGI :TRL452,848,109.00

USD KARŞILIGI :270,357,08

-----

iHRACATIN ŞEKLİ : KESİN
TESLİM ŞEKLİ : CIF

DÖVİZİN ÖDEME ŞEKLİ: AKREDİTİF DÖVİZİN GELİS SEKLİ: 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

iMALATÇI :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 responsibilty (Determination of the delivery point).
- How the charges be shared between the parties.

 Conflicts may be arised 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 predefined 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.

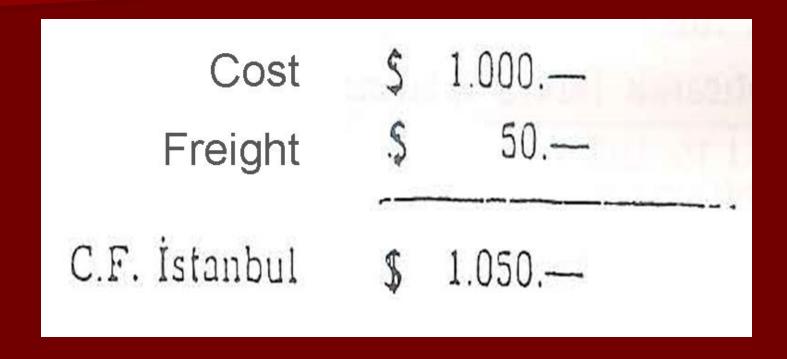
### Categories

•	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

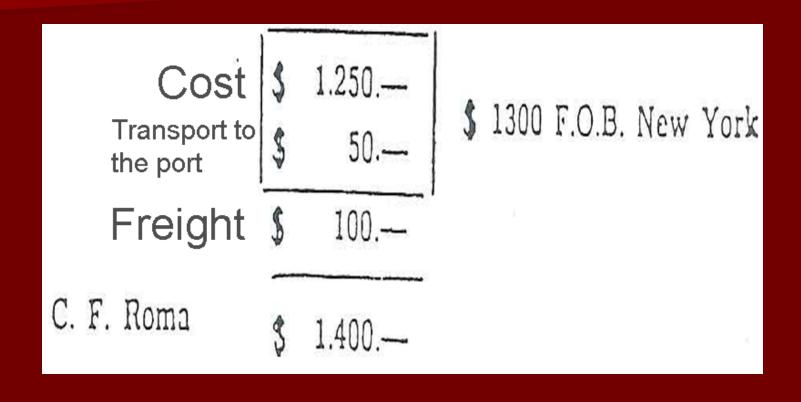
177

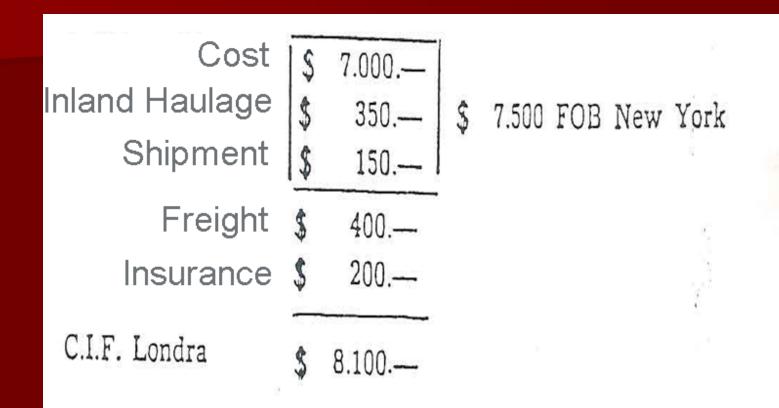
Delivery Beint	Codes	Namas	Charges	
Delivery Point		Names	Freight	Insurance
	EXW	Exworks	1	1.
	FCA	Free Carrier	I	1
	FAS	Free Alongside Ship	Ī	Т
F a ut a u/a	FOB	Free on Board	1	1.
Exporter's —	CFR	Cost And Freight	E	1
Country	CIF	Cost, Insurance and Freight	E	E
	CPT	Carriage Paid to	E	1
	CIP	Carriage and Insurance Paid to	E	E
	DAP	Delivered at Place	E	E
Importer's	DPU	Delivered at Place Unloaded	E	E
Country	DDP	Delivered Duty Paid	E	E

#### Wrong use sample:



#### Wrong use sample:





Cost

Freight

Insurance

C.I.F. İzmir

\$ 1.850.-

**\$** 150.—

§ 75.—

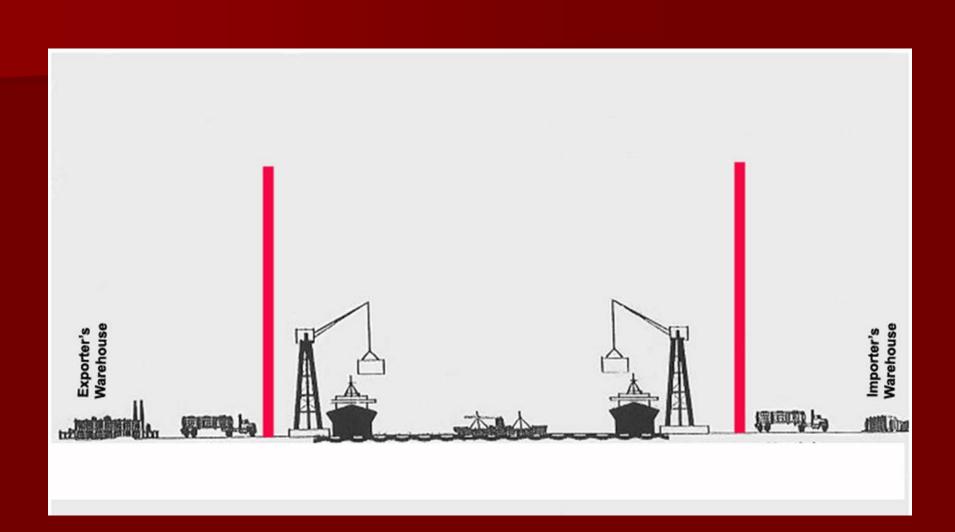
\$ 2.075.—

#### 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 seeway:
  FAS, FOB, CFR, CIF
- All the modes:
  EXW, FCA, CPT, CIP, DPU, DAP, DDP



#### **EXW**

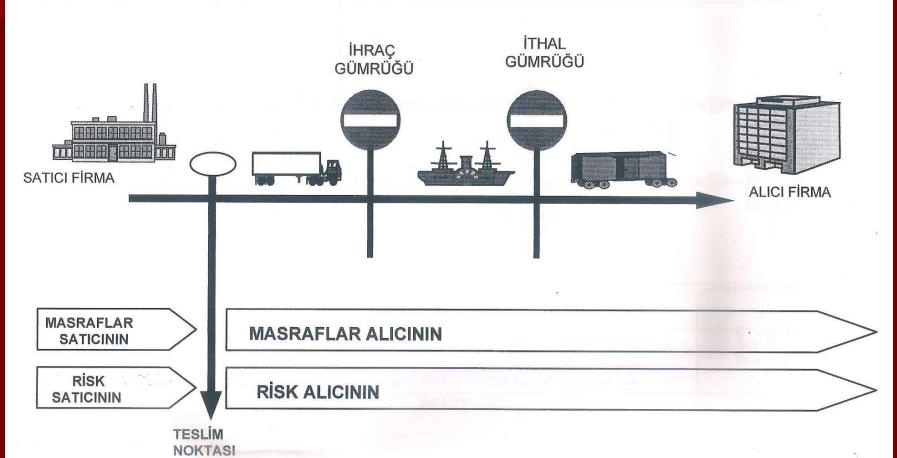
"Ex Works" means that the seller delivers when it places the goods at the disposal of the buyer at the seller's premises or at another named place (i.e., works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export,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



#### ŞEKİL-1 İŞYERİNDE TESLİM

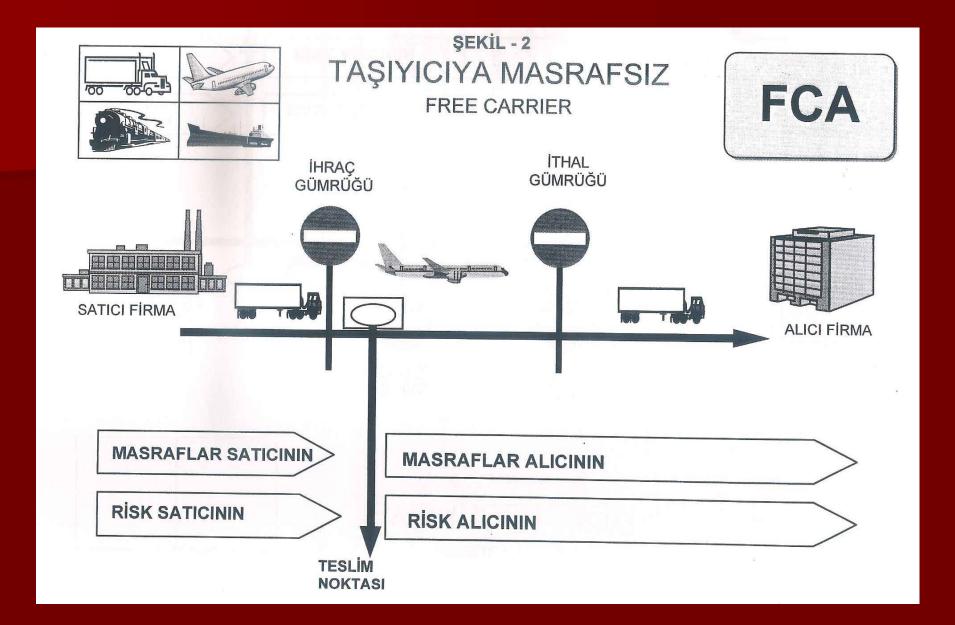
**EX WORKS** 





#### **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.

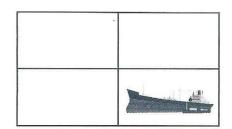


# Difference between FCA and EXW

- 1- In EXW, goods is deliverd 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**

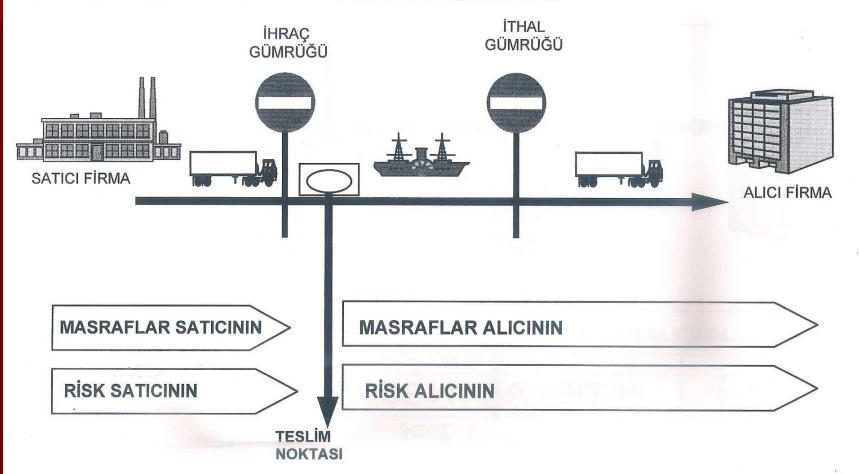
"Free Alongside Ship" means that the seller delivers when the goods are placed alongside the vessel (e.g., on a quay or a barge) nominated by the buyer at the named port of shipment. The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs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



## ŞEKİL-3 GEMİ DOĞRULTUSUNDA MASRAFSIZ

FAS

FREE ALONGSIDE SHIP



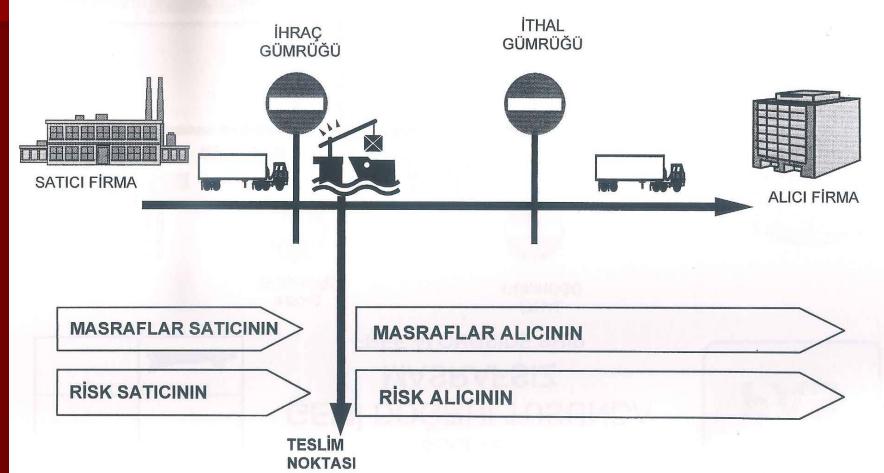
#### **FOB**

"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.



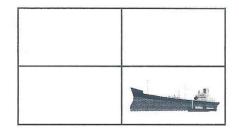
## ŞEKİL - 4 GEMİDE MASRAFSIZ FREE ON BOARD





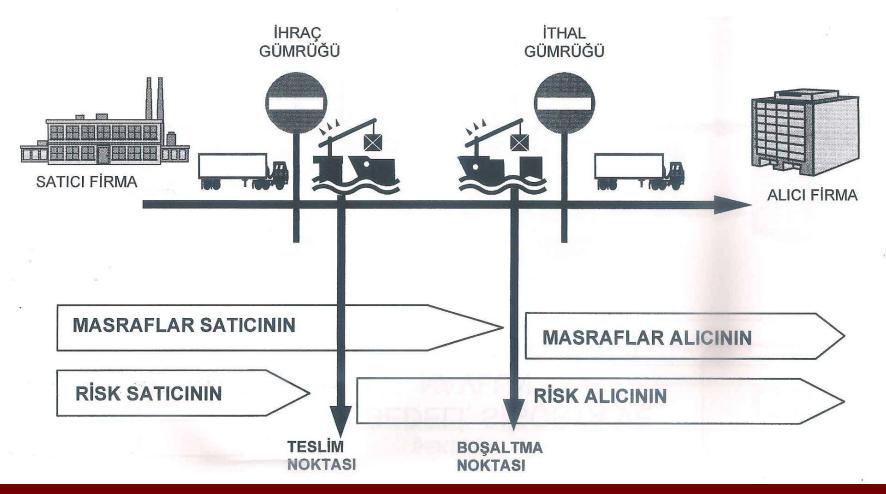
#### **CFR**

"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.



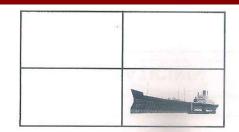
## ŞEKİL - 5 MAL BEDELİ VE NAVLUN COST AND FREIGHT





#### CIF

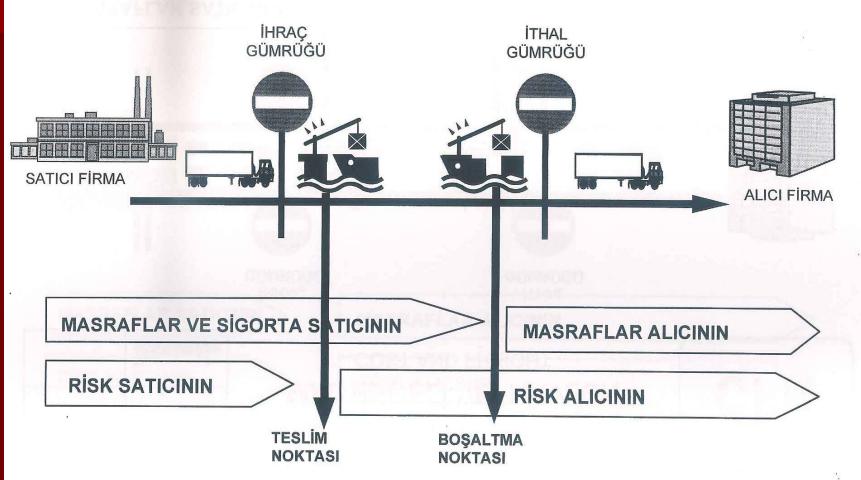
Means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port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

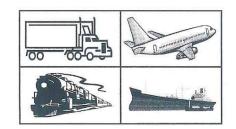


COST, INSURANCE AND FREIGHT



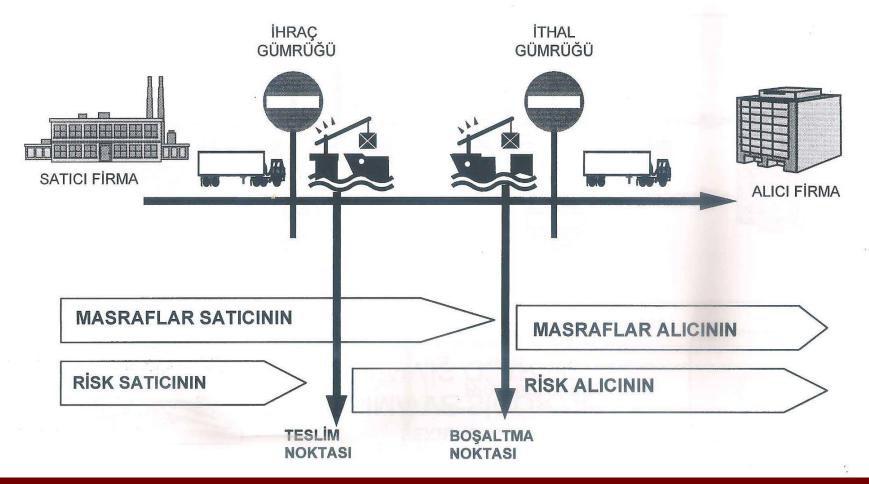
#### **CPT**

"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

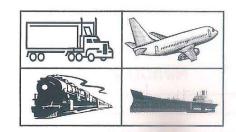




#### CIP

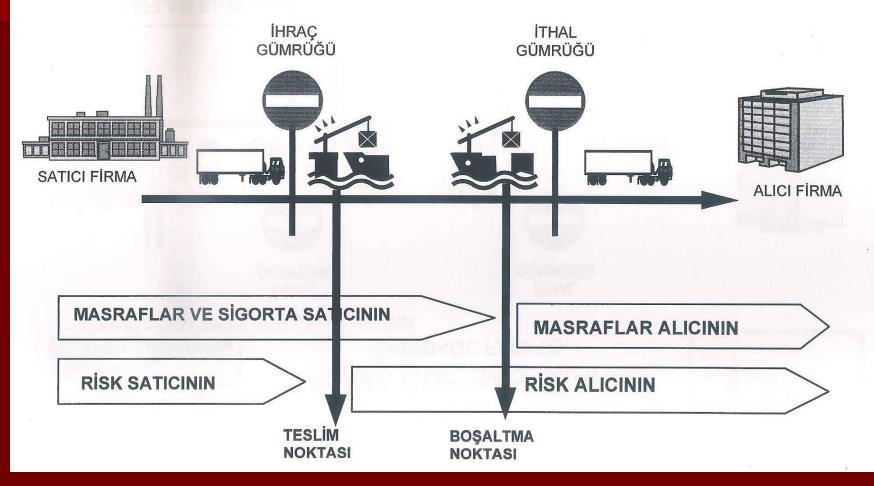
"Carriage and Insurance Paid to" means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named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

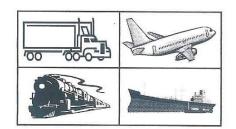
"Delivered at Place Unloaded" means that the seller delivers when the goods, once unloaded from the arriving means of transport, are placed at the disposal of the buyer at a named named at the named port or place of destination. The seller bears all risks involved in bringing the goods to and unloading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

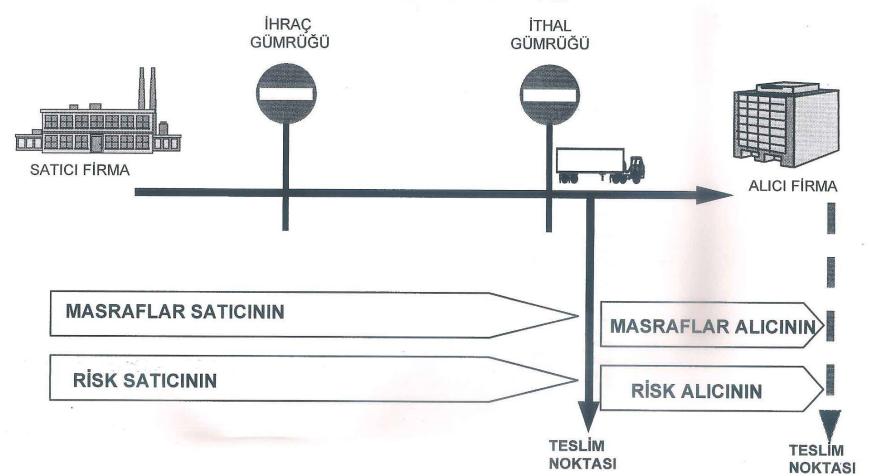




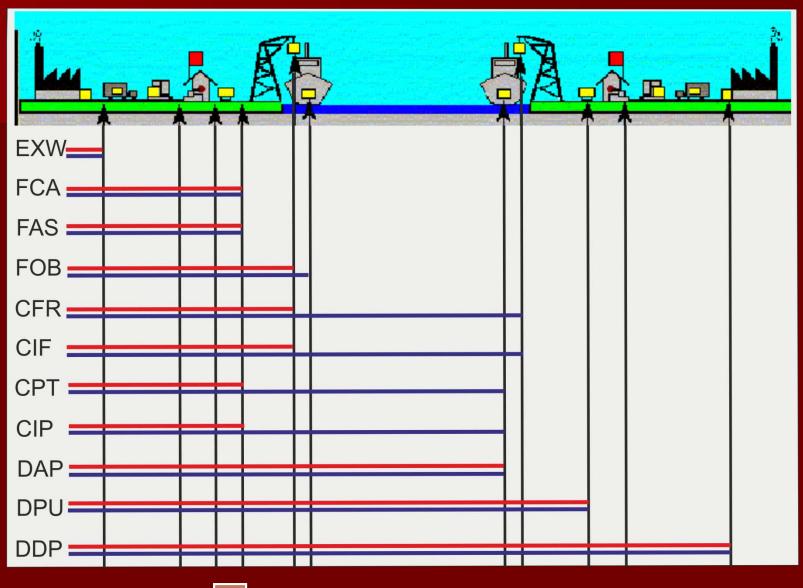
### GÜMRÜK RESMİ ÖDENMİŞ OLARAK TESLİM

**DELIVERED DUTY PAID** 





### Distribution of the risks and charges







#### **CONTRACT**

İstanbul,02.08.2021

Contract No:800501007

Buyer : Y LLC. 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:

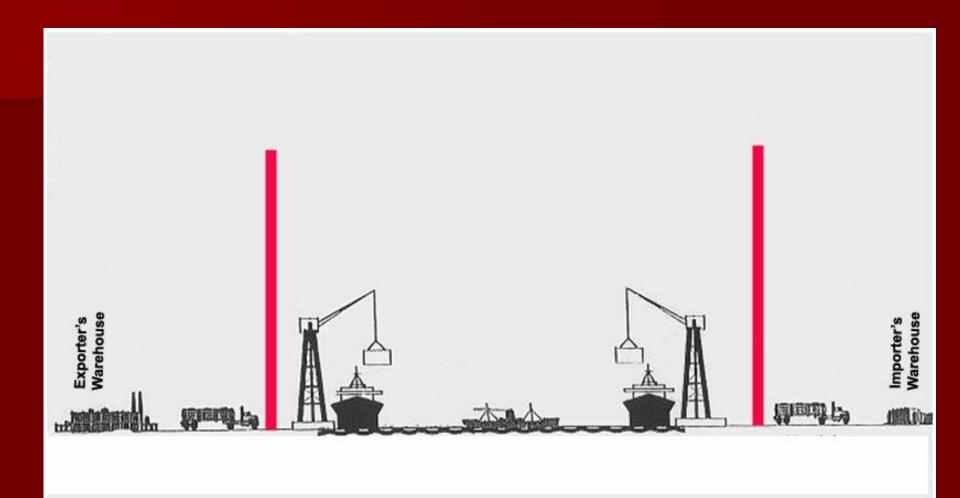
All disputes and differences arise between the parties will be settled with mutual discussion if contrary the disputes will be solved by Turkish courts in İstanbul.

Y LLC. X Ltd.Şti.

New York U.S.A. 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: 26,07,2002 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. istanbul türkiye

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 E	3 -					
Size	Sizes Gauge Le		Length	<b>Actual Weight</b>	Theoretical Weight	Quantity	Price	Total Price
Codes	IN -	IN T	FT ~	MT -	MT ~	MT -	USD/MT	(USD)
32-	2x2 -	3/16-	20 -	76,735	77,541	76,735 -	\$280,00 _	21.485,80
34	2x2 _	3/16 -	40 ~	5,813	5,874	5,813	\$280,00	1.627,64 -
41_	21/2×21/2-	3/16 -	20 -	41,562 -	41,999	41,562 -	\$280,00-	11.637,36
42 -	21/2×21/2	3/16	24-	1,848	1,867	1,848 ~	\$280,00 ~	517,44 ~
43 -	21/2x21/2	3/16 -	40 -	34,891	35,258	34,891 -	\$280,00	9.769,48
47 -	3x3 -	3/16 -	20	135,461 ~	136,884	135,461	\$280,00	37.929,08
48	3x3 -	3/16	24	83,124	83,997	83,124	\$280,00	23.274,72
49 -	3x3 -	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 _	31/2x31/2 -	3/16-	40~	8,855	8,948 ~	8,855	\$280,00	2.479,40 —
53 -	4x4 -	3/16 ~	20 -	139,276 -	140,739 —	139,276 ~	\$280,00 -	38.997,28 ~
54	4x4	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 ~	4x4 -	1/4 -	20 -	66,249 -	66,945	66,249 -	\$280,00	18.549,72-
- 31	2x2 -	11 -	24-	3,554 -	3,591	3,554-	\$280,00_	995,12
10 -	1x1-	14 -	20-	3,938 -	3,979 —	3,938 —	\$280,00 -	1.102,64
- 11 -	1x1 -	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 LIMITED ŞİRKETİ **ISTANBUL**

**FATURA** 

Ümraniye Vergi dairesi : 8410164947

Tarih. :23.09.2002 irsaliye Tarihi:23.09.2002 :7763

irsaliye No

Seri A

Sıra No:1819971

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

Miktar Cinsi Birim Fiyat

Tutarı

965,561 MT **CELİK BORU** 

280 USD

270.357,08

X LİMİTED ŞİRKETİ VD:ümrahiye

Toplam: 270.357,08

Yalnız, \*\*\*ikiyüzyetmişbinüçyüzelliyedi%08USD\*\*\*

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)

### Freigth 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 10:48:19 23.09.2002 DATE OF ISSUE **İSTANBUL** 23.09.2002 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) V"TGHT (NET) TOTAL SUM INSURED l. AGIN (%) SUM INSURED **PREMIUM** 

TOTAL PREMIUM EUR 22.302,70 100,36 INSURENCE COVERACE

BY VESSEL/ FOREIGN BY VESSEL

RATE

090 800

PREMIUM

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:

#### 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

b tained from above claims agent . No damage shall be admitted uns the survey report has been signed by the aforesaid claims

This insurance policy has been concluded as per provisions of institude 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:

Y LLC. CONSIGNEE

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

- 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)

«to the name of»	«to the order of»
Consigned to the name of	Issued to the order of
Non-negotiable (Assignment must be issued)	Negotiable
Not endorsable	Endorsable
Do not indicate the ownership	Indicate ownership

# 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".

PAGE TWO					Vge :		
SHIPPER			BILL OF LADING			B/L No	
CONSIGNEE	NOT TO BE RESPONSIBLE		Head office : 4, Tel: (33) 4 91 39 30 (	The French Line e et Conseil de Surveillance a quai d'Arenc - 1300' 00 - Fax: (33) 4 91 39 562 024 422 R.C.S. Mc	2 Marseille - F 30 95 - Telex: 4	rance	
				c 012625			
PRE CARRIAGE BY*		PLACE OF RECEIPT*	FREIGHT TO BE PAID A	1	NUMBER OF O	RIGINAL Bs/L	
INTENDED VESSEL		PORT OF LOADING	PORT OF DISCHARGE		FINAL PLACE C	DE DELIVERY*	
MARKS AND SEALS No.	NOD AND KIND OF PACKAGES	DESCRIPTION OF PAC	KAGES AND GOODS AS STATED BY SHIPPER STOW LOAD COUNT AND SEAL	GROSS WEIGHT CARGO	TARE	MEASUREMENT	
				TIABL	E		
	COL				E		
	col		RECEIVED by the Carrier for (unless otherwise noted he other packages or units in cargo specified above for the terms on page one) whichever applicable, to the applicable.  Delivery of the Goods will a On presentation of this down of the holder, the rights and shall (without prejudice to binding upon the shipper, between the Carrier and evidenced hereby had be All claims and also the control of the country.  In witness whereof three (3 have been issued, one of	BLE.  om the shipper in apperein) the total numb dicard above stated transportation subject from the place of ine-port of discharge or only be made on paylournent (duly endorse diliabilities arising in accompliance of common, holder and Carrier). Holder as though the een made between the sing under or in conneutrs of MARSEILLE at the control of the	arent good orders of quantity a by the shippe to all the terms receipt or the fifthe place of a ment of all Frei dd to the Carties of the Car	of Containers or to comprise the chereof (including part of loading, part of loading, elivery, whichever light and charges, et. by or on behalf the terms hereof s rendering them ng in all respects rationed herein or bill of lading shall the courts of any wise stated above there to be void.	
	CO		RECEIVED by the Carrier for (unless otherwise noted he other packages or units in cargo specified above for the terms on page one) whichever applicable, to the applicable.  Delivery of the Goods will a On presentation of this down of the holder, the rights and shall (without prejudice to binding upon the shipper, between the Carrier and evidenced hereby had be All claims and also the control of the country.  In witness whereof three (3 have been issued, one of	BLE.  om the shipper in apperein) the total numb dicated above stated transportation subject from the place of ine port of discharge or only be made on pay currient (duly endorse dilabilities arising in action and Carrier). Holder as though the en made between the sing under or in conneuts of MARSEILLE at the original Bills of Lading.	arent good orders of quantity a by the shippe to all the terms receipt or the fifthe place of a ment of all Frei dd to the Carties of the Car	of Containers or to comprise the chereof (including part of loading, part of loading, elivery, whichever light and charges, et. by or on behalf the terms hereof s rendering them ng in all respects rationed herein or bill of lading shall the courts of any wise stated above there to be void.	

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.

P	age :	2
ontinued	from	page

						Continued from page 1
Shipper				(1) Copy BILL OF L	ADING	B/L No.
				Voyag	e No.	
Shippers status:					,	
Consignee: (B/L n	ot negotiab	ile unless "	ORDER OF")	(2)		
					m	
					00	
Notify: (carrier not	to be respe	onsible for	failure to notify)	(3)	36	
				mediterrane	an shipping co	ompany S.A.
Pre-carriage by:	(4)	From: (thro	ough transport)	(5)*		
Vessel	(6)	Port of load	ding	(7)		
Port of discharge	(8)	Final deeti	nation (through transport)	(9)* On-carriage by	(10) Number	of Original Part 44: 1
and and an area	(5)	uesti	(mough hansport)	on-carriage by	(10) Number	r of Original Bs/L (11)
Carrier's Receipt Marks and Numbe		(12)		RNISHED BY SHIPPER, CARRIERS		
warks and Numbe	rs No	o. of Pkgs.	H.M.	Description of Goods	Gross W	leight Measurement
			1 1			
			l i			
						12 22 2
			l i			
	- 1					
			l i			
	- 1					
			l i			Control of the last of the las
	- 1		l i			
	- 1		l î			
	1		î î			
			l î			
			l î			
			l î			
			/Hazardous merchandise t	o be marked with an asterisk)	1	
			( records merchanolse )	o de marked with an asterisky		
Total Number of Packages: *If box 5 and/or 9 filled ou				t, this is a through Bill of Lading (s	ee clause 3)	
Containers may be st	ripped at th	e quay afte	er the expiry of the free perio	od, at the carriers option, and at the	e risk and expense of the c	argo.
lefore loading the Carrier	Specifier	00.0111-1	at and charges.	RECEIVED FOR SKIPMENT :	apparent external good order and	d condition the containers
defore loading the Carrier give three days container disason which includes the	opecinicati	on or freigh	it and charges.	other packages or units bearing marks said to contain the quantity of goods	and/or numbers indicated in the	'Carrier's Receipt' above,
ay of collection exquay, as cell as allowing a free pe- od in accordance with the				furnished by the "Shipper" above which	particulars have not been checked	d or varified by the Carrier.
od in accordance with the				Such particulars are for Shipper's and C and are not binding on the carrier.	onsignee's use only and are not pa	rt of the bill of lading terms
estination and as advised the local Agent from the				IN ACCEPTING this bill of la	ding the Merchant agrees to be	bound by all the terms,
riff of the manifested istination and as advised the local Agent from the ty of discharge ex vessel. ontainer, Trailer and other juipment demurrage is wied thereafter.				in particular agrees that the Carrier sha	hether printed, stamped or written ill have the right to stuff cargo in c	hereon and on page 1 and containers and to carry on
quipment demurrage is vied thereafter.				deck all kinds of containers including tra	allers, tanks flats, canvas top, palle	ets or similar articles used
Containers to be the joint				to consolidate goods, IN WITNESS whereof the numb	er of Original Bills of Lading stated	d above have been signed
nd several responsibility the Shipper and Con- gnee and must be re-de-				by the master or the agent on his bel accomplished, the other to stand void. O	half, all of the same tenor and d	late. One of which being
vered clean and undam- ged to a place nominated y the Carrier, failing which				in exchange for the goods or delivery of	rder.	anonasiou dally entraised
the Carrier, failing which e Shipper and Consignee					Place and date of issue	
e Shipper and Consignee e jointly liable for the costs replacement, transpor-						
tion and repair.				1		
		T Dec.V	al.Charge \$	Signed for the merchants	Signed by:	
eclared Value \$ iee Clause 21)		Freigh	TOTAL S	(Compulsory for Italy, Belgium and France)	- , ,	
		reign		Bergioni and France)	1	

GCDE CSA 2079 Origin Number of Original Bolt

1

Proce and Date of tours

Engrange for Corner, Corner a Province Proce of Business

## Multimodal B/L

#### INTERNATIONAL BILL OF LADING

!			FOR COMBINED TO	RANSPORT SHIPMEN	T OR PORT TO PORT SHIPME!
oper/Exporter (complete n	ame and address)		Booking No.	Bi	I of Lading No.
			F/Agent Name & Ref.	Sh	ipper's Rel.
signee (not negotiable unle	ess consigned to order)				
					ATOR LINES
*.			110	doint	Service
ty Party (complete name an	d address)				
carriage by					
			RECEIVED by the Carrie unless otherwise stated	er the Goods specified be	low in apparent good order and condition
e of Receipt	Port of Loading		herein and subject to all Bill of Lading to which privileges and customs	the Merchant agrees by	place as agreed, authorized or permitte appearing on the front and reverse of th accepting this Bill of Lading, any loc
an Vessel	Voy. No.		The particulars given b	elow as stated by the sh	ipper and the weight, measure, quanti
of Discharge	Place of Delivery		In WITNESS whereof or below, the same being	of value of the Goods are used in the (1) original Bill of Lading accomplished the other	nknown to the Carrier. g has been signed if not otherwise state (5), if any, to be void.
		Particulars furnis	hed by the Merchant		
Container No. And Seal No. Marks & Nos.	Quantity And Kind of Packages		Description of Goods		Measurement (M3) Gross Weight (KGS)
L NUMBER OF CONTAINERS THER PACKAGES OR UNITS IVEO BY THE CARRIER					Qeclared Value S If Merchant enters actual value of Gool and pays the applicable aid valore lard rate. Carrier's package limitation
SHT & CHARGES	; Revenue Tons	Rate	Per	Prepaid	Shall not apply. Collect
E ÷					v e
ite	Prepaid at	Payable at		Place and date of isse	ie
	MOVEMENT	No of origi	nal B(s)/L	Signed on behalf of the	ne Carrier
dispute arising under an ermined by the court where in regard to contracts of carricater has his principle pli URALITE DE DEFENDEURS	JURISDICTION AND LAW CLA d in connection with this Bill of L the Carrier has his principal place of r=1e concluded in France, or enter a:> of business be also competent or "CONNEXITE" the parties to the r=1e condition of the parties to the parties to the r=1e condition of the parties to the r=1e condition of the parties to the r=1e condition of the parties to the r=1e condition	ading shall be g	overned by German law ch port, the courts where AL ON GUARANTEE* or expressly derogating from		REEDEREI ROSTOCK GMBH 8 · 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 chartrer) banks generally refuse to accept such B/Ls as collateral for loans, or for payment under a letter of credit.

### 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 SHIPME
per / Exporter complete name a	and address)				Booking No.		Sea Way	ybill No.
4 £ =					F / Agent Name & R	ef.	Shipper*	s Ref.
ignee (complete name and add	fress)			-				
y Parly (complete name and ad	dress) .	AW			Postfa	ach 10 15 4 9(0)421 - 3 0	47 - D-	TOR LINES 18H 28015 Bremen 16ax 49(0)421 - 17 02 06 enu d
carriage by					RECEIVED by the	Carrier the Good	is specified b	pelow in apparent good order a
of Receipt	Port o	Loading			condition unless of	herwise stated.		chipper and the weight, measu
n Vessel	Voy. N				Delivery of the Good	possibility to che s will be made to t	he consignee	hese particulars are correct.  or his authorized representative up
of Discharge	Place	of Delivery			copy of this Waybill.	ity and authorization	on without the	need of producing or surrendering
			Pa	rticulars 1	urnished by the Mercha	int		
Container No. and Seal No.	Ouantity Kind of Pac	and kages			Description of Go	ods		Measurement (M <sup>3</sup> ) Gross Weight (KGS)
TAL NUMBER OF CONTAINERS OTHER FACKAGES OR LINTS EVED BY THE CARRIER								Dectared Value S If Mechanis series actual value of Go- ant pays the applicable ad valor- tariff rate, Carrier's package limitat shall not applicable.
SHT & CHARGES		Revenue Tons		Rate	Per	Prepaid		Collect
ate	Prepaid at	-	Paya	sbie at		Place and date of	of issue	
	MOVEMENT		-			Signed as Agent		
y dispute arising under and is d determined by the courts th regard to contracts of carri- ere the carrier has his princ- ter or "PLURALITE" pressty derogating from article PROCEDURE CIVILE.	JURISDICTION n connection wi if Bremen. lage concluded liple place of b DE DEFENDEUP les 100 to 107, 3	AND LAW CLAUS th this Sea Waybill in France, or entere usiness be also co IS" or "CONNEXITI 23, 331 to 333, 336	E shall to ompete E" the and 33	with a Frent In ca parties 37 FREN	ned by German Law rench port, the court se of "APPEAL ON to this Sea Waybill CH NOUVEAU CODE		IATOR LII	NES GMBH • BREMEN

### 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 İzmir.

Received from Pansem Export Ltd., New York

20 packages Woman Clothes

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.

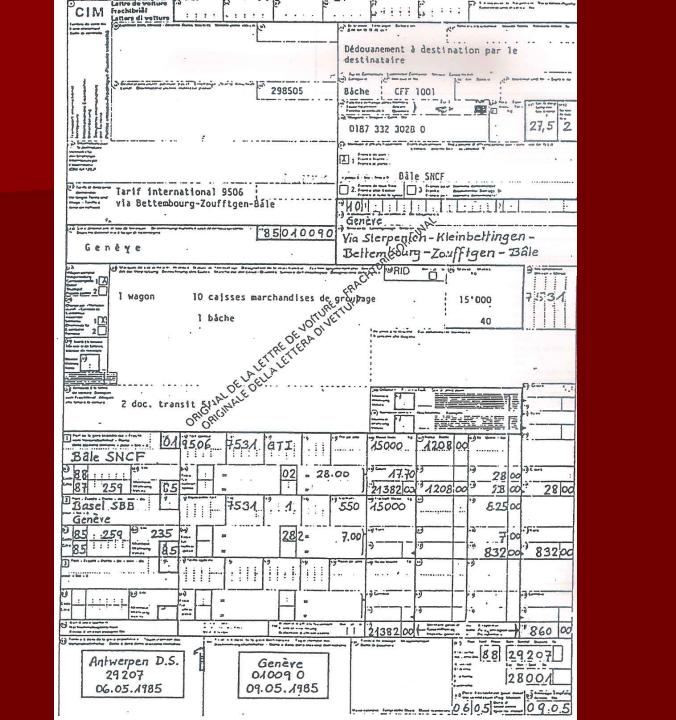
### Air Way Bill

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.

TURKISH AIRLINES  OPENING NOTE TO BEAUTY ACCOUNT Number of Management of The Content of Management of The Content of Management of The Content of Management of The Content of Managemen	235 1 1111 5834	<b>235–1</b> 111 5834
TURKISH AIRLINE  TURKISH  TURKISH AIRLINE  TURKISH		
Consigned 9 Hama and Address  Consig		TURKISH AIRLINES INC. GENEL YÖNETIM BINASI TÜRK HAVA YOLLARI
Designer's Alexes and Address  Consequent's Account Number  Consequent's A		YESILKÖY- ISTANBUL-TURKIYE
Testal Other Charges Oxidation States and Charges and Security Internations and Charges Designation of Testal Other Charges Carlests and Charges Designation of Testal Other Charges Carlests and Charges Designation of Testal Other Charges Designat	Consignate Name and Address	It is several that the goods described have no account in apparent good order and condition
Apport of Departure (Add. of First Carriery and Requested Rooting  To By First Carriery  Apport of Departure (Add. of First Carriery and Requested Rooting  Apport of destination  F regular Subsection F regular Subsectio	Consignee's Name and Address	(except as noted) for carrage SUBJECT TO THE CONDITIONS OF CONTINUE! ON THE REPURSE HERO ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INSCLUDION ROUD OF ANY OTHER CARRIER UNLESS SPECIFIC CONTINUEY RIVERS OF ANY OTHER CARRIER UNLESS SPECIFIC CONTINUEY RIVERS OF ANY OTHER CARRIER OF ANY OTHER CARRIER OF ANY OTHER CARRIER OF ANY OTHER CARRIER OF ANY OTHER CARRIER OF A SPECIFIC CARRIER OF A SPECIFIC OF A THE SHIPPER'S A TENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LYBILITY. Shipper may increase such limitation of liability by declaring a ligher value for carriage and paying a supplemental charge
Apport of Departure (Adds, of First Carrier) and Requested Routing  Apport of destination  P Valuation Charge  Amount of Insurance MOSPANCE - 8 carer sites wasvelet, where was whether an invented in insurance in requested in secretary in the second most of the	Issuing Carrier's Agent Name and City	Accounting Information
Apport of Departure (Adds, of First Carrier) and Requested Routing  Apport of destination  P Valuation Charge  Amount of Insurance MOSPANCE - 8 carer sites wasvelet, where was whether an invented in insurance in requested in secretary in the second most of the	•	
Aurona of destination  Program Amount of Insurance  Program Amount of Insurance  Program Amount of Insurance  One USA only) These commodiles Scenared by USA for utilimate destination  One Charges  Program  Total Other Disarges Ove Agent  Total Other Disarges Ove Agent  Total Other Disarges Ove Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges	Agent's IATA Code Account No.	
Aurona of destination  Program Amount of Insurance  Program Amount of Insurance  Program Amount of Insurance  One USA only) These commodiles Scenared by USA for utilimate destination  One Charges  Program  Total Other Disarges Ove Agent  Total Other Disarges Ove Agent  Total Other Disarges Ove Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges Over Carrier  Total Other Disarges Over Disarges	Airport of Departure (Addr. of First Carrier) and Requested Routing	
Auport of destination    Fundamental Properties   Propert	DESCRIPTION OF THE PROPERTY OF	
Prepaid   Weight   Charges Dus Agent   Total Other Charges D	, , , , , , , , , , , , , , , , , , , ,	PPD COLL PPD COLL
Prepaid   Weight   Charges Dus Agent   Total Other Charges D	24 - S. C. C. C. C. C. C. C. C. C. C. C. C. C.	accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".
Prepaid Weight Charge Collect  Total Other Charges Due Apent  Total Other Charges Due Carrier  Total Other Cha	Handling Information	
Prepaid Weight Charge Collect  Total Other Charges Due Apent  Total Other Charges Due Carrier  Total Other Cha		ns
Prepaid Weight Charges  Prepaid Weight Charge  Charges  C	(For USA only) These commodities licensed by USA for ultimate destinati	2
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### 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.



#### **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.

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### 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.

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### 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.

thence for account of goods, lost or not lost

## 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)

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2) Sadece hraç ilkesinin alebi ialinde loldurulur.	12. GÜMRÜK VİZESİ CUSTOMS ENDORSEMENT Doğruluğu onaylanmış beyan Declaration certified İhraç belgesi Export document (2) Model (Form) No. Gümrük İdaresi Customs Office Çıkış ülkesi	Mühür Stamp	DECLAR Aşağıda ir belirtilen için gerek beyan ede I, the unde described	TÇININ BEYANI ATION BY THE nzasi bulunan be malların bur belge li koşullara uygur rim. risigned, declare th above meet the cor or the issue of this	EXPORTER n, yukarıda, nin verilmesi n olduğunu at the goods nditions
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### 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



Exporter (Name, full address, country)	EUR.1	THOUSE I		3161
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(') Esya 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.

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# 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..



	is consigned from (	(Exporter's business name, address, country).	Reference No	09953	310	
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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).

#### XYZ GÖZETİM A.Ş. KARAKÖY / İSTANBUL TÜRKİYE



GÖZETIM 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.

**ISTANBUL TÜRKİYE** 

Shipper : X LTD. ŞTİ.

**ISTANBUL 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. \$TI. 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 MÜSTENIDEN TANZİM EDİLEN RAPOR, MÜESSESEMİZ VE SÖRVEYÖRLERININ. SÖRVEYIN YAPILDIĞI MAHALDE VE SÖRVEY ANINDA, EHLİYET VE BİLĞİLERI TAHTINDA AZAMİ İHTİMAMLA HAZIRLANMIŞ OLMAKLA BERABER. YANLIŞLIK, TAKDİR HATASI, İHMAL VE KUSURLARINDAN DOLAYI MÜESSESEMIZ VEVVEYA SÖRVEYÖRLERİNIN SORUMLU OLMAYACAKLARI VE KEZA İŞBU RAPORUN SATICI VEVVEY GÖNDERÊN VEVVEYA SAİR İLGİLİLERİ AKDİ SORUMLULUKLARINDAN BER'İ KILMAYACAKTIR. NUMUNELER 3 AY SAKLANACAKTIR.

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Société Générale de Surveillance S.A.



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Certificate No 1401/ ... / 411 OF QUALITY AND QUANTITY

One: 25 1 (one) unit exitation cubicle (4 panels), Commodity: complete, as per proforma invoice No. Log/ el/0072/84 dated 20th January 19.. L/C no: 00/13694/411 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. 1) Sequence operation check All operating and protection circuits, cooling system were test operated. 4) Measurement of adjusting range of alter-

Sheet 1/2

5) Simulation tests

nator voltage setter.

he issuance of this Certificate does not exonerate buyers or sellers from exercising all their rights and discharging all their liabilities under the Contract he Company's responsibility under this Certificate is limited to gross negligence proven by Principals and will in no case be more than ten times feet or

### 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.

Exporter (name, address, country)     Exportareur (nom, adresse, pays)     Ihracatçı (ismi, adresi, memleketi)	2. No B 0746901  CERTIFICATE OF ORIGIN  CERTIFICAT D'ORIGINE  MENȘE ȘAHADETNAMESI
3. Consignee (name, address, country) Destinataire (nom, adresse, pays) Alici (ismi, adresi, memleketi)	MENSE SANADE INAMESI
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8. Other information - Autres renseignements Diger Malumat  Stamp - Timbre - Mühür	It is hereby certified that the above mentioned goods originate in II est certifié par la présente que les marchandises mentionnées ci - dessus sont originaires de: Yukarıda tadat edilen malların menşeli olduğu tasdik edilir.  CERTIFYING BODY ORGANISME AYANT DELIVRE LE CERTIFICAT İŞBU VESİKAYI TANZİM EDEN TEŞEKKÜL
8. Other information - Autres renseignements Diğer Malumat	It is hereby certified that the above mentioned goods originate in II est certifié par la présente que les marchandises mentionnées ci - dessus sont originaires de: Yukarıda tadat edilen malların menşeli olduğu tasdik edilir.  CERTIFYING BODY ORGANISME AYANT DELIVRE LE CERTIFICAT

#### 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

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

V.Vantschip Laboratory Super

## Financial Documents

Bill of Exchange (Draft)	Promissory Note
Pay to the order of	I Promise to pay to the order of
Issued by creditor	Issued by deptor

#### Draft or Bill of Exchange (Draft)

A written, unconditional order by one party (the drawer) to another (the drawee of 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: Deptor.

Beneficiary: The party who receive 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 ornegi

(Sight draft)

USD 10.000.00. WASHINGTON, D.C/200  at sight	
TEN THOUSAND	

# Görüldüğünden belli bir müddet sonra ödemeli poliçe örneği

(xxx days after sight) (time sight draft)

USD 10.000.00. WASHINGTON, D.C/200
TO THE ORDER OF
TEN THOUSAND DOLLARS  VALUE RECEIVED AND CHARGE THE SAME TO ACCOUNT OF
TO (drawee's name – the payer) (Drawer's name – the writer)

# Iarihinden 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	7
TEN THOUSAND	

	istanbul, the December 9,1992 For DM.16.895.50
A BRANCH W.	AtJune 12, 1993 pay against this First Bill of Exchange (Second unpaid)  to the order of the sum e 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 Arcol Chemical Ltd.
	ANKARA BRANCH

## Endorsment

- With Recourse
- Without Recourse

PAY TO THE ORDER OF ..... BANK

Tarih / İhracatçının Unvanı ve İmzası

# PAY TO THE ORDER OF ...... BANK VALUE FOR COLLECTION

# Acceptance

Accepted on December 18, 1992 by Güray Dıs 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

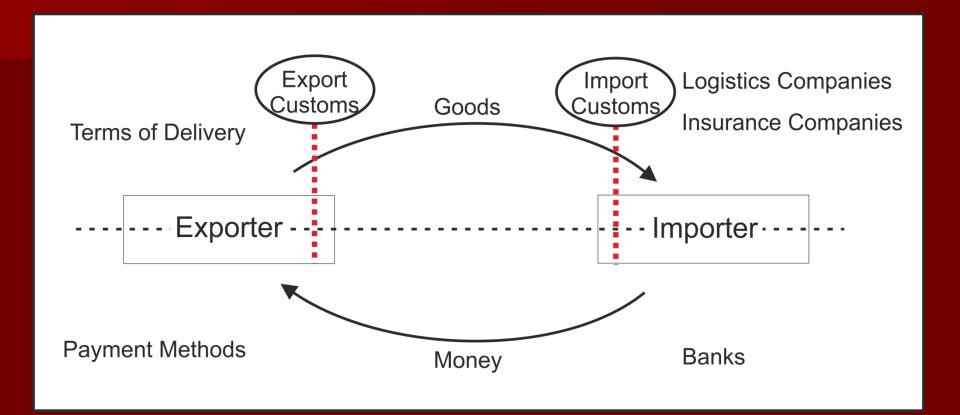
- Protest for non-acceptance (Adem-i Kabul)
- Protest for non-payment (Adem-i Tediye )

# **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 deptor.

	USD. 20.000.00/200
100	USD. 20.000.00/200  after date (without grace) I promise to pay to the order of
A	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)
1000	

## IV. LECTURE



# Payment Methods

- Advance payment
- Cash aginst goods
- Collections
  - Cash against documents
  - Againsts acceptance
- Letter of Credits
  - Sight without confirm
  - Sight with confirm
  - Deferred payment without confirm
  - Deferred payment with confirm

# Advance Payment

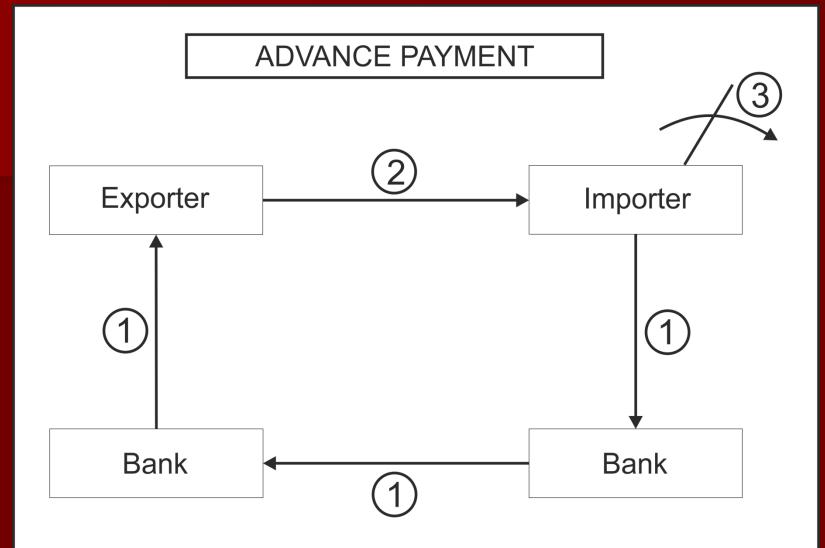
- In this payment method, importer effects the payment to exporter in advance.
- This can be considered as pre-financing of the exporter.

- 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.



- 1- Importer effects the payment
- 2- Exporter ships the goods
- 3- Importer clears the goods through the customs

## 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.

```
----- Message Header ------
 Swift Input : FIN 103 Single Customer Credt Transfer
 Sender : INDBINBBGRD
            INDUSIND BANK LIMITED
            (PNA HOUSE)
           MUMBAI IN
 Receiver : ROYCCAT2XXX
           ROYAL BANK OF CANADA
            (HEAD OFFICE)
           TORONTO CA
 MUR : M123456
 UETR: 812d0e34-e56c-7fb8-1234-3bf1a23456ef
----- Message Text ------
  20: Sender's Reference
      AD1TT23456789012
 23B: Bank Operation Code
      CRED
 32A: Val Dte/Curr/Interbnk Settld Amt
      Date
                    : 29 May 2019
      Currency
                    : CAD (CANADIAN DOLLAR)
                                     #16530,00#
      Amount
 50K: Ordering Customer-Name & Address
      /ANWPK1234B
      JOHN DOE
      HOUSE NO.123 STREET NO.5 TIBBA SAHI
      B HOSHIARPUR PIN-123456 PUNJABINDIA
 52D: Ordering Institution-Name & Addr
      /123456789012
      FOREX LIMITED
      2ND FLOOR, KITAB MAHAL, 2ND FLOOR,
      KITAB MAHAL, ,192, DR. DN ROAD, FOR
 53A: Sender's Correspondent - FI BIC
      /01234-123-555-0
      INDBINBBXXX
      INDUSIND BANK LIMITED
      MUMBAI IN
57A: Account With Institution - FI BIC
     //20012
     CITICATTBCH
     CITIBANK CANADA
     (CITIBANK NA CANADIAN BRANCH)
     TORONTO CA
  59: Beneficiary Customer-Name & Addr
     /2012345678
     FLYWIRE PAYMENTS CORPORATION
     141 TREMONT STREET 10TH FLOOR BOSTO
     N MA 02111(USA)
    OVERSEAS EDUCATION
71A: Details of Charges
     SHA
 72: Sender to Receiver Information
     /BNF/
     //PP L1234567 DOB 22 11 1994 ID 000
    //451234 SIA123456789 ANWPK1234B FA
    //THER PAN
```

#### **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.

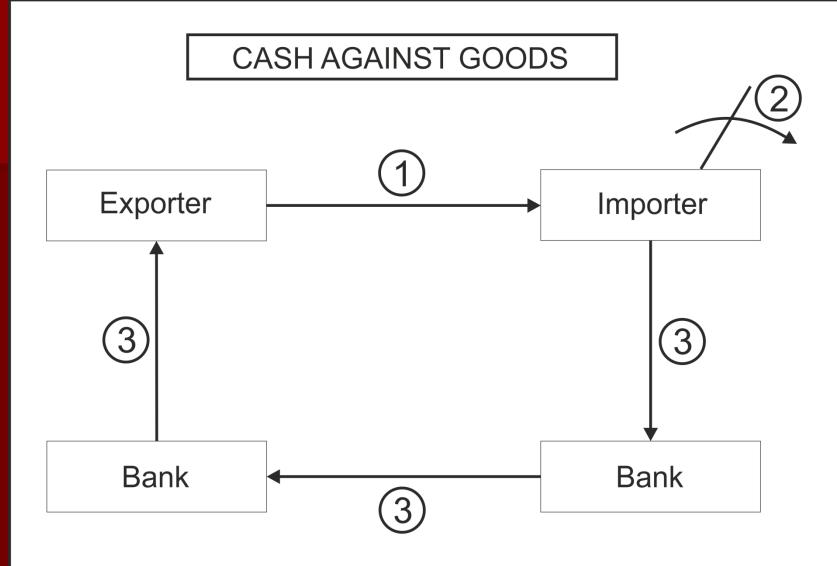
## Cash Against Goods

- 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.



- 1- Exporter ships the goods
- 2- Importer clears the goods through the customs
- 3- Importer effects the payment

#### 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

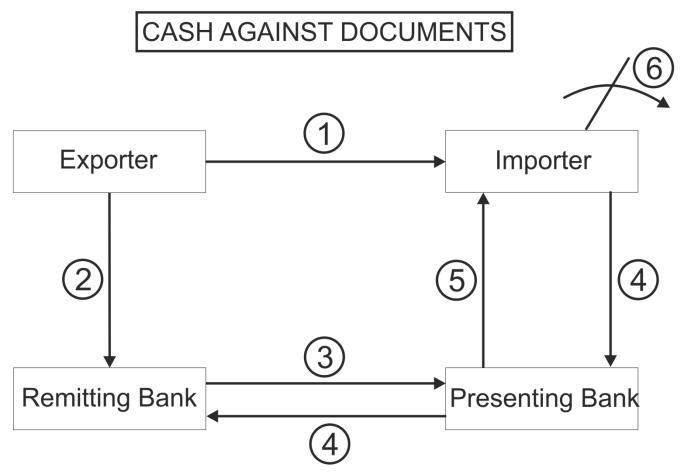
- It's a simple and inexpensive way,
- Often, payment is quicker and safer than open account,
- Goods must be delivered after payment or acceptance.

### 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 atteched 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.



- 1- Exporter ships the goods
- 2- Exporter presents the documents to the remitting bank
- 3- Remitting bank forwards the documents to the presenting bank
- 4- Presenting bank collects the payment
- 5- Presenting bank deliver the documents
- 6- Importer clears the goods through the customs

#### 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.

#### **İmport:**

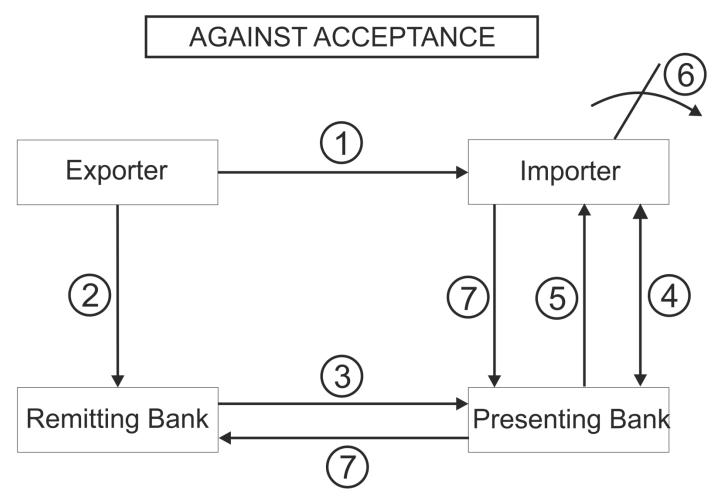
- Documents are received by importers bank.
- The bank inform the importer.
- Importer has the right to reject the document.

- 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.



- 1- Exporter ships the goods
- 2- Exporter presents the documents & draft to the remitting bank
- 3- Remitting bank forwards the documents & draft to the presenting bank
- 4- Presenting bank takes the accepted draft
- 5- Presenting bank deliver the documents
- 6- Importer clears the goods through the customs
- 7- At maturity presenting bank collects the fund

- 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.

■ URC 522- Uniform Rules for Collection

#### V. LECTURE

- Advance payment
- Cash aginst goods
- Collections
  - Cash against documents
  - Againsts acceptance
- Letter of Credits
  - Sight without confirm
  - Sight with confirm
  - Deferred payment without confirm
  - Deferred payment with confirm

## 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.
- İt is non-cash loan opened on behalf of the importer.

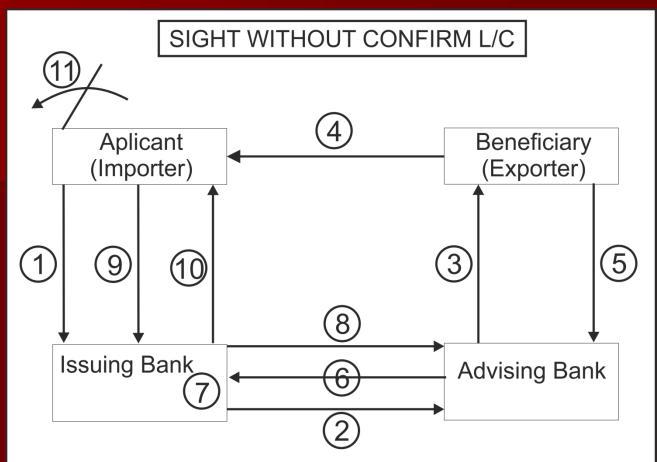
- Exporter is under the irrevocable undertaking of the bank as the beneficiary of the letter of credit.
- The bank is not interested in the status of the goods. The undertaking of the bank cover only presentation of credit conform documents. (The only exception is the injunction decision)

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

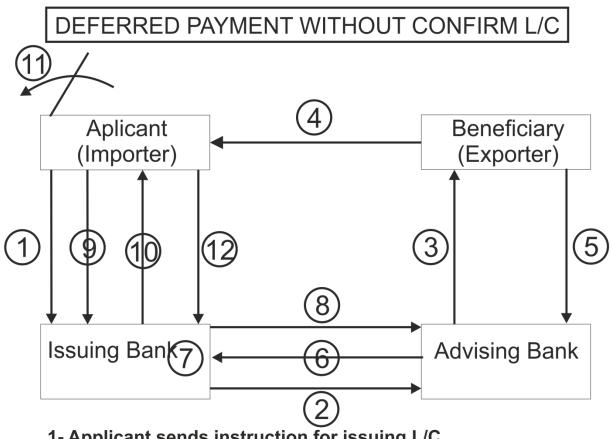
If the seller fails to comply with the terms of the letter of credit, the bank will not pay at all. This is a great confidence factor for the buyer. For these reasons, the letter of credit is a form of payment that provides the highest level of security for both parties.

#### 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.
- <u>Beneficiary</u>: The exporter who makes presentation under letter of credit.



- 1- Applicant sends instruction for issuing L/C
- 2- Issuing bank sends L/C to advising bank
- 3- Advising bank advises L/C to beneficiary
- 4- Beneficiary ships the goods
- 5- Beneficiary present the documents to advising bank
- 6- Advising bank sends documents to the issuing bank
- 7- Issuing bank examines the documents
- 8- Issuing bank effects the payment against credit conform documents
- 9- Issuing bank collects the fund from the applicant
- 10- Issuing bank delivers the documents to the applicant
- 11-Applicant clears the goods through the customs



- 1- Applicant sends instruction for issuing L/C
- 2- Issuing bank sends L/C to advising bank
- 3- Advising bank advises L/C to beneficiary
- 4- Beneficiary ships the goods
- 5- Beneficiary present the documents to advising bank
- 6- Advising bank sends documents to the issuing bank
- 7- Issuing bank examines the documents
- 8- Issuing bank sends acceptance of the maturity date
- 9- Issuing bank takes acceptace instruction from the applicant
- 10-Issuing bank delivers the documents to the applicant
- 11-Applicant clears the goods through the customs
- 12-Applicant effects the payment at maturity

### 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

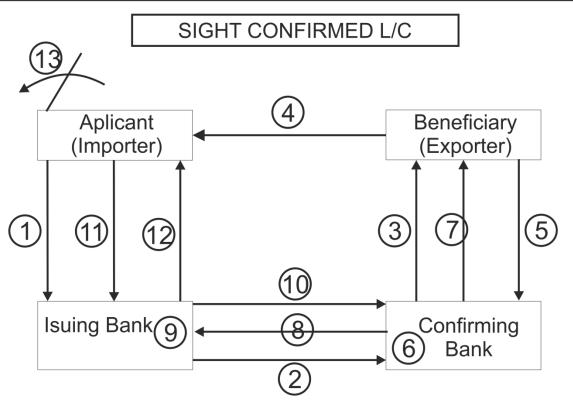
### Reserve Notice

- 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 commercal 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.



- 1- Applicant sends instruction for issuing L/C
- 2- Issuing bank sends L/C to Confirming bank
- 3- Confirming bank advises L/C to beneficiary by adding their confirmation
- 4- Beneficiary ships the goods
- 5- Beneficiary present the documents to confirming bank
- 6- Confirming bank examines the documents
- 7- Confirming bank effects the payment against credit conform documents
- 8- Confirming bank sends the document to the issuing bank
- 9- Issuing bank examines the documents
- 10- Issuing bank effects the payment against credit conform documents
- 11- Issuing bank collects the fund from the applicant
- 12- Issuing bank delivers the documents to the applicant
- 13- Applicant clears the goods through the customs

# 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 STANDARTS.

#### 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/Accpt/Negot Bnk

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

72: Sender to Receiver Information PLS ACK RECEIPT