



# Application for Trade Finance Bank Guarantee and Customer Counter Indemnity to Bank

## How to complete the form

**1** Please use a **BLACK** pen

**2** Mark boxes like this    
 If you make a mistake, do this   
 and mark the correct box

**3** Please use **BLOCK CAPITAL**  **A**  **2**   
 **LETTERS** and leave one   
 space between each word

To: Allied Irish Banks, p.l.c. ("AIB Bank") Trade Finance Services, 10 Molesworth Street, Dublin 2. Tel. (01) 6093868.

This Application for Trade Finance Bank Guarantee (the 'Application') and any Guarantee or Indemnity issued thereunder together with the Customer Counter Indemnity to Bank (the "Counter Indemnity") incorporate and are subject to and governed by the Trade Finance Terms and Conditions (the "Trade Terms") save for where any of the terms of the Trade Terms may be inconsistent with or conflict with the terms of this Application and/or the Counter Indemnity. In such case, this Application and/or the Counter Indemnity shall prevail to the extent of such inconsistency or conflict only but all other terms and conditions of the Trade Terms shall remain unaffected. These are our standard Trade Terms upon which we intend to rely. For your own benefit and protection, you should read the Trade Terms carefully. If you do not understand any point, please ask for further information.

You do not have the right to withdraw from this Agreement unless we agree otherwise with you. Agreement for these purposes means the Application and the Trade Terms.

## Application for Trade Finance Bank Guarantee

**1 Applicant (name):**   
**(address):**

**2 Beneficiary (name):**   
**(address):**

**3 Beneficiary's Bank (name)**   
**(address):**   
**(swift code, if known)**

not required if guarantee is to be advised directly to the Beneficiary

**4 Guarantee Amount:** (in Figures)   
(in Words)

**5 Expiry Date:**  Day /  Month /  Year

**6 Type of Guarantee:**  Advance Payment guarantee  Performance guarantee  Tender/Bid guarantee  
(please tick relevant box)  other

**7 Guarantee to be issued by**  AIB Bank  Beneficiary's Bankers (Foreign Bank)  
(please tick relevant box)

**8 Guarantee wording**  
(please tick relevant box)

Use AIB Bank standard wording  Sample Wording attached

**9 Special Instructions**

Grid of 20 empty boxes for special instructions.

**10 Contract Details**

(Nature of underlying transaction)

Grid of 20 empty boxes for contract details.

Contract no

Contract date  Day /  Month /  Year

Total Contract value

Guarantee represents  % of total contract value

Please issue a guarantee on the above terms.

**11 Please debit our account at** AIB Bank  9  3     Account Number

We understand and agree that the Foreign Bank's charges will also be debited to our account.

**Customer Counter Indemnity to Bank**

**12** To: Allied Irish Banks, p.l.c. ("AIB Bank"), 10 Molesworth Street, Dublin 2, Ireland  
In consideration of AIB Bank ("you" or "your") agreeing at our request to:  
(a) issue a Guarantee; or  
(b) issue an Indemnity to another bank to enable them to issue a guarantee, on the terms set out in the Application for Trade Finance Bank Guarantee above,

We, the above named applicant, hereby:

- (i) indemnify and agree to keep you indemnified from and against all claims, actions, proceedings and demands made upon you or any liability incurred by you in relation to or arising out of or appearing to arise out of the Guarantee or Indemnity or any increase or decrease in the amount or extension thereof whether for the same or for a different amount and in respect of any other losses, damages or expenses suffered by you or account thereof; and
- (ii) agree that if and as often as you shall be called upon to make payments in relation to or arising out of the Guarantee or Indemnity you may and are hereby irrevocably authorised and instructed so to do and having done so you shall be at liberty with or without notice to us (and notwithstanding that legal proceedings for recovery have been taken), and without further consent from us, to reimburse the amount of any such payments making due allowance (to cover currency losses) for any variations or adjustments arising upon your making such payment or payments in a foreign currency by debiting or charging to our account or account(s) with you at any of your branches where accounts are maintained by us from time to time (or, in the event that no such accounts are maintained by us, to an account at such of your branches as you may choose specifically opened for such purpose and which you are hereby authorised to open) and notwithstanding that such accounts may be in credit or be or become overdrawn by payment thereof; and
- (iii) agree that by carrying out any actions set out in sub-paragraph (ii) above, you will be at liberty to refuse payment of any cheque, bill note or order drawn or accepted by us or upon which we may otherwise be liable, and which if paid would reduce the amount of money standing

- (iv) to our credit as aforesaid to less than the amount for the time being so due or owing to you from or by us as aforesaid; and agree that you shall not be required to question or investigate the validity of any demand for payment made upon you in relation to or arising out of the Guarantee or Indemnity furnished to substantiate any such demand and further that as between you and us a receipt for any payment made by you in discharge of any claim under the Guarantee or Indemnity or for any payment in relation thereto shall be conclusive evidence of such payment and that it has been properly and validly made; and
- (v) agree that the Guarantee or Indemnity and any communication in connection therewith shall be given or sent in English by letter, or swift message in plain language or code at our risk and cost and we exonerate you and/or your correspondents from any liability for any loss or damage arising out of any delay, loss in transit, errors in translation, the coding or decoding thereof or omissions, variations, mutilations or other errors in the translation of such letters or swift messages; and
- (vi) agree that in the event of a receiver and/or liquidator being appointed to us or in the event of your determining that a material adverse change has occurred in our business assets or future prospects, you shall be entitled to debit forthwith to any of our accounts aforesaid the maximum total amount of your actual and contingent liability under the Guarantee or Indemnity (notwithstanding that no actual payment has been made by you) which said debit shall be treated in the same manner as set out above and you shall refund any excess promptly after the contingent liability has crystallised or ceased to exist.

We further agree that nothing in this Counter Indemnity shall impose upon a duty to give or procure the giving of any Guarantee or Indemnity and that you shall be at liberty to accept the instructions contained in such request, in whatever manner to act upon them and upon whatever terms (in addition to those contained in this Counter Indemnity).  
This Counter Indemnity shall be governed by and construed in accordance with Irish law and the courts of Ireland have exclusive jurisdiction over any claim or dispute arising out of or in connection with the Counter Indemnity.

**Data Protection**

For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our Data Protection Notice in branches and online. It may change from time to time.

## Customer Agreement and Acknowledgement

The Authorised Signatories below acknowledge and agree that the Application for Trade Finance Bank Guarantee and any Guarantee or Indemnity issued thereunder together with the Customer Counter Indemnity to Bank incorporate and are subject to and governed by the Trade Finance Terms and Conditions. The Authorised Signatories confirm that they are duly authorised on behalf of the applicant to complete the Application for Trade Finance Bank Guarantee and the Customer Counter Indemnity to Bank.

Signed for and on behalf of the Applicant:

(Authorised Signatory)	Telephone number
<input type="text"/>	<input type="text"/>
(Authorised Signatory)	Contact name
<input type="text"/>	<input type="text"/>
	Date
	Day / Month / Year
	<input type="text"/> / <input type="text"/> / <input type="text"/>

(THE ABOVE SIGNATURE(S) MUST BE IN ACCORDANCE WITH THE COMPANY MANDATE)

## FOR INTERNAL USE ONLY

I confirm that the Applicant mentioned on this application form is CJA approved with a Folio Number	<input type="checkbox"/>
I confirm that I am satisfied that the goods/services mentioned above are consistent with the nature of the customer's business	<input type="checkbox"/>
The size/value of this transaction is consistent with the customer profile	<input type="checkbox"/>
We confirm the above signature(s) are in accordance with the mandate held at our office.	
<b>Copy of Sanction Letter attached</b>	
Sanctioned	BRANCH BRAND
<input type="text"/>	<input type="text"/>
(Authorised Signatory)	
Signing Number <input type="text"/>	