

Terms and conditions:

The applicant hereby acknowledges and accepts the following terms and conditions:

1. AL Ahli bank of Kuwait (Bank) is not obliged to issue any final or other letter of Guarantees after issuing any initial (Primary) letter of Guarantee.
2. The applicant is committed to pay the Bank all applicable commissions and expenses and shall pay immediately upon demand the debit balance resulting from the Bank payment of the LG value whether paid in full or partially free and clear of any taxes, duties, assessments or charges of whatsoever nature, reason or by whomsoever imposed whether currently in effect or to be imposed in the future. In the event that there is insufficient balance in the applicant account(s), the bank has the right to impose interest which shall be calculated at the maximum rate permitted for the agreed interest and shall be charged on the debit balance (in KWD) as of date of payment to the beneficiary or at the maximum rate determined thereof up to the date of full settlement whichever is higher, on the other hand and for the debit in foreign currencies, the Bank shall calculate interest at the highest rate applicable by the Bank on such foreign currency. This interest shall be calculated according to the rules and regulations applicable at the Bank, The Bank is authorized to debit the applicant account inside or outside Kuwait with all dues resulted from the LG and the applicant shall not have any right to contest to the bank execution of the same on any other collateral or security that the applicant may have.
3. Securities/cash margin provided covering the issuance of LG shall be mortgaged/ pledged in Bank favor and without the need to draft a letter of lien issued specially for this pledge, The bank is authorized to freeze any amount(s) held with the Bank from the account of the client or corporate guarantor in accordance with the applicable procedures and to retain any amount(s) as a security covering LG payment. In case of insufficient balance in the applicant account(s), The applicant undertakes to pay the Bank this provision immediately on first demand without the need of any legal proceeding. The applicant authorize the Bank to reimburse itself directly by way of set-off from the provision held by the Bank the required amount/amounts in addition to all charges, interest and expenses incurred as a result of issuing the guarantee, without referring to the applicant.
4. All money/ funds deposited in the name of the applicant-whether in present of in future-with any of the branches of the bank inside or outside Kuwait including cash money, securities, commercial documents, movables or others shall be securing the applicant liabilities arising from the issuance of the LG. The applicant hereby authorize the Bank to retain such money/funds and set-off the same whenever it deemed necessary in order to permit the Bank to recover all dues resulted from the LG in full.
5. Concerning letters of guarantees issued from foreign Banks:
 - The applicant irrevocably and irreversibly undertakes not to interfere in any action, legal or otherwise -which would or might impede any payment by the Bank or the correspondent Bank(s) under this letter of guarantee to the beneficiary and accept the Bank effecting payment of the amount irrespective of any contrary judgment or order issued by any court. The Applicant also undertake to pay the Bank the amount of the guarantee plus all charges, interest and expenses free of all taxes and to reimburse The Bank or correspondent bank for any losses or may sustain as a result of issuing this letter of guarantee.
 - The applicant authorize the Bank to issue counter-guarantee in favour of the correspondent Bank in accordance with the correspondent Bank requirement and subject to the Bank (ABK) approval, the applicant accepts to grant 30 days beyond the guarantee's expiration date for lodgment of claim by the correspondent bank.
 - In the event, laws and regulations in the country where the letter of guarantee is to be issued warrants that release of the letter of guarantee is subject to its return to the issuing bank, the applicant shall indemnify and be liable towards the Bank and the correspondent bank and the LG will deem to be valid until the beneficiary returns the original guarantee notwithstanding the expiry dates mentioned in the letter of guarantee or in the counter guarantee issued in favour of Bank's correspondents.
6. The Applicant confirms compliance with all related local and international laws concerning anti money laundering activities in respect of all operations in regard of the letter of guarantee including beneficiaries/ parties/countries ...etc. The applicant confirms his responsibility to any violation to those laws and regulations.
7. Applicant authorizes – according to this – the bank irrevocably a final authorization to exchange the information relating to it – within the limit of the law – and about its balances and assets with all the banks according to the banking systems applied and without any responsibility – in this regard – on the bank or Credit information network company and the applicant has the right to cancel such an authorization anytime.

8. The bank is committed to the security of information, data and documents to the applicant and the applicant agrees that the bank acting with the same without any responsibility on him – with the knowledge of the official authorities and competent authorities – within the limit of the law – on any information or data or documents they require and relate to the applicant accounts with it or the transactions processed on the account or by any attitude or procedures related to these accounts or transactions. Also, the bank has the right to present these information, data or documents in any claim, request or dispute raised in regards of these accounts or transactions.
9. The bank has the right to amend these terms and conditions anytime. By announcing to apply the amendments through the social media tools or by any other methods that suit the bank, the amendment considered as effective after 30 Days from the date of announcement and binding on the applicant.
10. The bank is committed to pay to the bank all commissions, expenses, costs and compensations and others that raised from granting or utilization of credit facilities in addition to the fees, commissions and expenses specified in the approved Tariff List by Central Bank of Kuwait and applied within the bank and the applicant acknowledges the review on them and understood its content and notified them with a knowledge that negated all ignorance and he acknowledges getting a copy of it to act according to it. The bank has the permission to amend from time-to-time fees and commissions indicated above and that through advising the applicant by the new fees and commission before 90 Days from its effective date and that after getting all the required approvals from the competent authorities.
11. In case of any contradiction between the Arabic and English texts, The Arabic text shall prevail.

We have read and agreed to abide by all the terms and conditions of this application form as above.

Signature _____