

LETTER OF CREDIT INSTRUCTIONS

International Sales * 500 Princeton Road, * Johnson City, * Tennessee * 37602 * USA * Tel: (423) 283-8176 * Fax: (423) 283-8137

The letter of credit terms and conditions listed below are designed to facilitate acceptance of your letter of credit, and prompt shipment of your order. Please...keep the L/C simple. Avoid unnecessary information in the L/C. We have made every effort in these instructions to provide you with terms and conditions that can be easily accommodated. If you or your bank are not able to comply with these terms and conditions, please consult with our office <u>prior</u> to the issuance of the letter of credit <u>to avoid delays</u> and amendment costs.

- □ All letters of credit must be subject to the Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce Publication 500.
- □ Please establish an <u>irrevocable</u>, documentary letter of credit in favor of:

AMERICAN WATER HEATER COMPANY JOHNSON CITY, TENNESSEE

All letters of credit should be transmitted by **S.W.I.F.T.** or tested telex and should be <u>Advised</u> through and, if possible, **Confirmed** by:

Bank of America, N.A.
Attn: Global Trade Services
121 West Trade Street, 21st Floor
Charlotte, NC 28255
SWIFT: BOFAUS3NCHA
Telex #: 49663210 NATIONSBK CHA

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- All letters of credit must have an expiration date at least 60 days from opening date.
- □ All letters of credit must be payable <u>90 Days after the bill of lading date</u> against presentation of beneficiary documents at the counters of **Bank of America** together with <u>draft(s) drawn on Bank of America</u>.
- □ All letters of credit must allow <u>21 days after issuance of the transport documents for presentation</u> of documents to the counters of Bank of America.
- □ Port of loading named on required bill of lading should be any United States port.
- □ Latest Ship Date should be a minimum of 45 days from the letter of credit issuance date.
- Partial shipments and transshipments allowed.
- All banking charges outside the United States are for the account of the buyer / applicant. All banking charges inside the United States are for the account of the beneficiary.
- □ All letters of credit must include reimbursement instructions which designate a U.S. reimbursing agent and which authorize Bank of America to claim reimbursement via SWIFT / Telex from the reimbursing bank.
- □ American Water Heater reserves the right to choose the freight forwarder.

Please acknowledge your agreement to these terms and conditions by returning to us via fax a signed copy of this Letter of Credit Instructions, <u>prior</u> to requesting a letter of credit from your bank.

American Water Heater reserves the right to reject Letters of Credit which do not reflect the above guidelines. Once your bank has issued its letter of credit, please fax a copy of it to the International Sales Office of American Water Heater Company.

	Concurred with	
	(Signature)	
Date:	For Buyer	
	(Name of Company)	