

(* COMPULSORY DETAILS. TO BE FILLED IN BLOCK CAPITALS)

The terms and conditions governing Telegraphic Transfer shall form part and parcel of this Application.

Branch :

*Date :

REMITTER DETAILS			
*Debit Account No :			
*Debit Account Name :			
REMITTANCE AMOUNT & BENEFICIARY DETAILS			
*Currency	*Amount in figures	*Amount in Words:	
			
* Account No / IBAN No :			
* Name :			
* Beneficiary Address :			
			*Country :
*BENEFICIARY BANK DETAILS			
*SWIFT Code :		Clearing Code :	
		(Sort code / BLZ / BSB / Transit No / ABA / Branch etc.)	
*Bank Name :			
*Bank Address :			
		*Country :	
Intermediary SWIFT Code / Bank Name & Address :			
*CHARGES AND COMMISSION			
Local charges borne by remitter & overseas charges by beneficiary (SHA) ☐		All local and overseas charges borne by the remitter (OUR) ☐	
		All local and overseas charges borne by the beneficiary (BEN) ☐	
*PURPOSE AND ADDITIONAL INSTRUCTIONS (Please fill/mark relevant fields)			
1. IMPORTS [] If the payment made out of export proceeds, confirm whether it's related to the export Yes ☐ No ☐			
Payment Term: • Advance Payment [] • Open Account [] • Delivery Term :			
Please grant us : • Import Loan [] • Short Term Loan [] (if any) for (Currency) (Amount)			
I/We confirm that the goods for which this payment under advance payment terms is being made will be brought in to Sri Lanka within 180 days from the date of the payment.			
2. EDUCATION []			
Student Name & ID / Reference :			
3. Any other Purpose (Please specify) :			
4. Exchange Rate : Agreed with : (if any)			
Please provide all the other additional transaction details & instruction in below space (Invoice no. / HS Codes / Reference no. / etc ...)			
*Customer's Signature			
I/We authorize the bank to debit the above funds for the lawful purpose detailed above and agree to abide by the Terms and Conditions printed overleaf			
Authorized Signatory / ies :			
BANK USE ONLY			
Received Date & Time :		Doc's Checked By :	
Payment Term: Advance	Open A/c (03)	Delivery Term	Import Loan
			Short Term Loan
DBU	FCBU	AML Reference	Done By
			Checked By
Additional Instructions by SS - TMU :			
Date	Form 1/Form 2/Form 3	Special Rates / Value	REFERENCE
		Date	
Time	AML / KYC / Loan / STL / PCL	Special Charges	
Signature Verified By	Incomplete Document	Treasury Report	
Fax/Email Indemnity	Required Approval	Input By	
		Entry Authorized By	
		SWIFT Authorized By	

Terms and conditions governing Telegraphic Transfers

1. Agreement and authorization

1.1 By signing this remittance application the remitter (hereinafter referred to as Customer) acknowledges and agrees that the Customer,

- (a) has read and understood these terms and conditions and agrees to be bound by them.
- (b) warrants and confirms that all particulars provided to the National Development Bank PLC (Bank) in connection with this application are true and correct.
- (c) authorizes the Bank to debit the nominated account with the total payment, commission and other related fees.
- (d) shall answer additional written questions under certain circumstances before the remittance request is processed by the Bank.
- (e) shall accept that the payment is to be made to the Account Number / International Bank Account Number provided.

1.2 The Customer further agrees that the Bank shall not be liable to make any refund prior to receipt by it of confirmation of order of cancellation from the correspondent, agent or sub-agent engaged by the Bank to effect the transmission and in the case of funds already converted, only on the basis of the Bank's buying rate on the day a refund is made less the expenses of the Bank, its correspondents and agents.

2. Foreign currency transfers & rates

- (a) Unless specifically requested by the Customer in writing, for transactions that require a cross currency conversion, the Bank is authorized to convert to the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency (as the case may be) at the time of processing of the transaction, or as agreed with the rates issued by the Bank's Treasury Department.
- (b) The Customer hereby accepts the Bank's statement in writing that it has made such a conversion referred to above is conclusive and in such a case the order in this application shall be construed as an immediate purchase of the amount of said foreign exchange at the Customer's sole risk.

3. Charges & commissions

- (a) The Bank is authorized to debit the charges and commissions to the Customer's nominated account for processing of the remittance application as per the Bank's published rates and tariffs guide. The charges may be revised from time to time at the discretion of the Bank.
- (b) Correspondent Bank commissions, fee, or other charges.

The Customer agrees that a Correspondent Bank may charge commissions, fees, or other charges in making the payment to the beneficiary's account. The Correspondent Bank will either deduct these commissions, fees, or charges from the funds paid to the beneficiary's account, or pass them on to the Bank.

Where the deduction is made to a beneficiary, the Customer agrees that the beneficiary will receive less than the payment amount specified in the Customer's remittance instructions. If the commissions, fees, or other charges are passed to be paid by the Bank, then the Customer agrees to reimburse the Bank for same.

4. Indemnity

The Customer agrees to absolve the Bank from any and all liabilities or loss arising from any cause beyond its control including, but not limited to the following,

- (a) the act, failure or neglect of any agent or correspondent selected by the Bank for the remittance thereof.
- (b) the act, failure, omission, or neglect by the Customer.
- (c) any delay, error, omission or default of any mode of transmittance including SWIFT messages.
- (d) the acts or edicts of any government or governmental agency or other group or groups exercising governmental powers whether de jure or de facto.

The Customer acknowledges and agrees that the Bank shall not be held liable for any duplication of outward Telegraphic Transfer transactions which could occur including, but not limited to, the submission of the request via original application form followed by a duplicate request via email or any other means. The Customer assumes full responsibility for ensuring that no duplicate instructions are issued. The Bank shall bear no responsibility for any consequences, claims, or losses arising from such duplicate transactions.

5. Tracing of payments

The Customer agrees that the Bank shall be under no obligation to obtain a confirmation of receipt of remittance from the beneficiary or the beneficiary's Bank. The Bank may, on request use reasonable efforts to trace a payment, provided however no request for tracing shall be made prior to two weeks from the date of this application.

6. Exchange control/other restrictions

The Customer agrees that neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any exchange control or other restrictions which may be imposed by the rules and regulations of Sri Lanka and of the country where encashment is to be made.

7. Working days

The Customer agrees that the Bank will use reasonable endeavours to process applications received by the Bank before the Bank's specified cut-off time. Applications received after such cut-off time will be processed on the next Banking day. For this purpose all bank holidays and weekends are non-working days.

8. Privacy

The Customer agrees that the Bank collects personal information in order to carry out the instructions given by the Customer and to comply with all applicable laws in Sri Lanka. The Customer hereby acknowledges that the Bank may disclose such information to the beneficiary's Bank, a correspondent Bank or any relevant government or regulatory authority or court of law.

9. Jurisdiction

The Customer hereby agrees that the laws of Sri Lanka shall govern these Terms and Conditions, and the parties shall submit to the exclusive jurisdiction of the courts of Sri Lanka.

These terms may be varied by the Bank from time to time. The latest Terms and Conditions shall be uploaded to the website of the Bank "www.ndbbank.com". The Customer hereby agrees and undertakes to abide by these Terms and Conditions as may be amended from time to time.