

# Key Facts Statement (KFS)

This KFS provides you with the key features and indicative information about fees for this product. The bank is not bound by its content. The specific binding terms and conditions applicable to customers will be negotiated and documented in relevant agreements between the bank and the customer.

## Import Letter of Credit (LC)

A Letter of Credit (“LC”) is a conditional payment guarantee provided by an importer's bank to the exporter. This payment guarantee is conditional upon the exporter providing documentary evidence of the shipment of goods within the terms of the LC. Import LCs are subject to credit approval.

Every LC is issued for a stated amount and time, and payment is made against stipulated documents, as per the terms and conditions of the LC and international guidelines governing the usage of Letters of Credit, including the Uniform Customs and Practice for Documentary Credits issued by the International Chamber of Commerce.

The importer's bank will guarantee payment to the exporter immediately upon receipt of the correct documents or at a future date.

For Sight LC, the bank will pay the beneficiary immediately upon presentation of documents that comply with the terms and conditions of the LC. In contrast, for a Usance LC, the bank will accept the documents upon presentation that comply with the terms and conditions of the LC and pay the beneficiary only on a future date.

The Bank's Facility Offer Letter contains the comprehensive terms of this product.

### Product Description

This is a document issued by the bank at the request of a client who wishes to import or purchase goods from local or international suppliers. (For example, a medical supplies company needs to import medical equipment and items from India to deliver to the Ministry of Health in Oman.)

#### Benefits:

- The buyer avoids paying in advance and tying up funds.
- Low risk for buyers.
- Can be given for stock/inventory or project execution.

#### **Tenure:**

Tenure is limited to a maximum of 180 days based on the payment terms outlined in the contract. The Bank retains absolute discretion in determining the coverage ratio and the type of security.

**Currencies:**

Omani Rials (OMR) and any other currencies are subject to the bank's approval.

**Repayment:**

All cash margins will be used to satisfy any indebtedness following demand under an LC. In addition, all applicable fees and commissions must be paid.

**Rates:**

- As per the Facility Offer Letter (FOL) to be executed between the bank and customer.

**Eligibility:**

Entities licensed to operate in the Sultanate of Oman are subject to the bank's approval.

**Security**

**Subject to the terms of the FOL, which may include, but is not limited to:**

- Real estate collateral (such as vacant lands, residential houses, residential/commercial buildings, warehouses and agricultural lands).
- Mortgage over vehicles or equipment, mortgage over company's assets (CR).
- Lien over Fixed Deposit (in personal or company account with the bank).
- PDCs (Post Dated Cheques).
- Assignment of business cash flow/rental income.
- Personal guarantees, corporate guarantees.
- Undertaking letters (For example, routing 100% cash flow to the bank, no change in company shareholder without a No Objection Letter from the bank, etc).
- Primary and secondary securities are required to be insured in the bank's favour.
- The loan requires a minimum of 150% tangible security coverage supported by updated valuation reports.
- Any other security acceptable to the bank.
- The bank shall have absolute discretion in determining the coverage ratio and the type of security.

**Fees and Charges**

- Processing fees, late payment fees, partial & early settlement fees: as per the Facility Offer Letter

**Additional Information**

- The term 'You' in this section refers to the customer/borrower. For the full comprehensive T&Cs, please refer to the Facility Offer Letter (FOL).
- The bank may, from time to time, and at its sole discretion, make changes to the Terms and Conditions pertaining to this product. Without prejudice to the [on-demand/uncommitted] nature of this product, where required by applicable law, such changes will be communicated to you with 60 days' prior notice.

- The facility limits and terms and conditions will be approved by the bank on a case-by-case basis. The limit will be offered subject to your completion of and satisfaction with all terms and conditions, including the creation and perfection of relevant security in favour of the bank.
- The bank may, without referring to you, debit your accounts with any charges, expenses, or commission payable against the banking services rendered in accordance with the approved and announced banking charges and commissions and in line with the terms of the facility documentation.
- You can contact the bank for any enquiries, assistance, or complaints at any of its branches or by visiting its website.
- You must provide necessary information/documents 60 days ahead of your facility renewal date to ensure timely renewal of facility.
- Facility terms and conditions will be detailed via a separate bank's standard Facility Offer Letter (FOL) issued to you which must be duly accepted before availing the facility. Further clarifications on Terms and Conditions can be discussed with your Relationship Manager prior to accepting the FOL.
- You should be aware that the product is an uncommitted finance facility provided at the bank's discretion.
- Facility covenants and T&Cs should be adhered and timely submission of information throughout the facility tenure must be provided to avoid cancellation of limit, which may subsequently affect your credit score with regulatory authorities/credit agencies, impacting your access to existing and future financing.
- The renewal of terms and conditions might be different and are subject to the bank's discretion.
- You are required to always provide the Bank with copies of your updated documents (including without limitation, Civil ID/Residence ID, Commercial Registration, Oman Chamber of Commerce and Industry membership, Passport, Visa, etc.); failure to provide these documents will result in immediate suspension of services/limits.
- When renewing the facility, you must be aware that the renewal of terms and conditions may be different and subject to bank's discretion, the same will be communicated to you for notification.

## How to Raise a Complaint

if you are not satisfied with our services, you may raise a complaint via the following channels:

- Visit your nearest Sohar International branch.
- Contact our Wholesale Banking Call Centre at **(+968) 2476176**. Working hours are Sunday to Thursday, 8:00 am – 3:00 pm.
- If you don't hear from us within 5 working days, you can escalate your complaint to Nasr AL Asfoor – Head of SME - at **(+968) 24730177** during working hours (Sunday to Thursday 8:00 am – 2:00 pm). Alternatively, you may email us at [sme2@Soharinternational.com](mailto:sme2@Soharinternational.com).

I acknowledge receiving and understanding this Key Fact Statement. I also understand and accept that it is not a binding offer from the Bank, and we do not have any right to enforce it. Instead, t's a broad description of the product, and the exact terms and conditions applicable to any facility will be documented separately under the relevant Facility Offer Letter to be executed between us and the Bank.

**Company Name**

**ID/Passport number & Position**

**Date**

**Signature**

