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**DIRECT OUTWARD BILLS PURCHASED APPLICATION TERMS AND CONDITIONS**

**(**Document Reference No.: AMBIZ/E/DOBP/09-2018)

In consideration of our request to you, AmBank (M) Berhad (‘the Bank’) to purchase or discount, where applicable, the shipping and financial documents under Open Account trade arrangements, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions: -

1. Unless the Bank has agreed in writing to purchase or discount without recourse, the Bank shall have full recourse against us for the bill amount, plus all charges, costs, losses (including foreign exchange losses) and expenses, notwithstanding the instructions and/or terms and conditions between the Importer/Buyer and us under the Open Account trade arrangements, in the event of non-payment for any reason whatsoever.

2. Our obligations and liabilities to the Bank shall not in any circumstances be reduced, terminated or affected in any way by reason of discrepancies, irregularities, defect in, invalidity or insufficiency of the shipping documents required under the Open Account trade arrangements.

3. We hereby agree and acknowledge that the Bank shall not be held liable or responsible to us for:

(i) Any act, omission, default, suspension, insolvency, or bankruptcy of any of the Bank’s correspondent(s), agent(s), sub-agent(s) or representative(s);

(ii) Any delays, errors, losses or non-delivery of shipping documents and/or bills to, from, or between the Bank’s correspondent(s), agent(s), sub-agent(s) or representative(s);

(iii) Any delays in remittance or loss in exchange of the proceeds during transmission or in the course of collection;

(iv) Any non-payment by or any delays in receiving payment from the Importer/Buyer;

(v) Any loss or damage sustained by us as a result of the goods which the shipping documents relate to were (a) not delivered to the Importer/Buyer, (b) lost in transmission, (c) damaged or (d) perished.

4. Without limiting the provisions of this clause, the Bank may, at its absolute discretion:

(i) Reserve the right to refuse to purchase or discount any bills presented to the Bank by us without assigning any reason thereof and the Bank shall not be liable to us in any manner for any loss or delay caused by such refusal; and/or

(ii) Request us to properly store and adequately insure the goods to which the bill relates to at our sole risk and cost.

5. All goods represented by or related to the said shipping documents purchased or discounted by the Bank shall be held and charged as continuing collateral for all moneys due and payable by us to the Bank. We hereby irrevocably authorise the Bank, at our own costs and expenses, to deal with the goods, including but not limited to taking such steps for warehousing, insuring, protecting, taking possession or realizing the value of such goods in any manner at such price and at such time as the Bank deems fit and expedient. The Bank shall not be liable for the neglect or default of any person employed by the Bank (whether as agent or principal) in connection with or for any of the foregoing purposes.

6. We hereby acknowledge that: -

(i) unless expressly stated otherwise, the parties agree that any charges, commission, fees, expenses or similar amount to be used in the calculation of such charges, commission, fees, expenses ("Charges") is exclusive of any government taxes, including by way of example and not limitation, goods and services tax, consumption tax, consumer tax, indirect tax, service tax, duties, levies or any other taxes which may now be or hereafter imposed by the Government of Malaysia.

(ii) if any supply made under or in connection with this terms and conditions is subject to any government taxes, the Bank may increase the consideration provided for by the amount of the government taxes imposed and recover additional amount from us in addition to the Charges. In this regard, we irrecoverably authorise the Bank to debit our account for the full government taxes amount.

7. We represent and warrant to the Bank:

(i) That the Importer/Buyer is genuine and the shipping documents (including Transport Documents) attached to the draft(s) drawn by us are authentic and have been regularly and validly issued by the relevant party(ies);

(ii) That the goods referred to in the shipping documents (including Transport Documents) are of proper character, quality, quantity, legal and condition;

(iii) That no other means of financing on the same transaction have been obtained by us.

In the event of any of the above representations and warranties were found to be untrue and false, we shall bear full responsibility and shall indemnify the Bank on full indemnify basis against any loss, claims, damage or liability which the Bank incur as a result of such misrepresentation and untrue declarations.

8. We hereby absolutely and unconditionally assign all our rights, title, benefit and interest in the goods in relation to the said bill(s) and the shipping documents and the proceeds of sale and/or insurance relating to those goods to the Bank. Such assignment shall be and remain intact until payment of the bill(s) and all sums that may be due thereunder by us to the satisfaction of the Bank.

For the purpose of this clause, we hereby irrevocably appoint the Bank or any person authorised by the Bank as our attorney, in our name and on our behalf to do all things as fully and effectually as we could do ourselves in connection with the goods including but not limited to registering the power of attorney with the court and serving the relevant notice of assignment to effect the assignment created herein.

9. In the event of non-payment of the bill(s), the Bank may, if applicable, at any time, sell/dispose the aforementioned goods by public or private sale and at such price as the Bank may determine at its sole discretion without notice to us. We acknowledge and agree that the Bank may exercise such rights concurrently or otherwise with other rights and remedies that the Bank may have against us. The receipt of the proceeds of sale shall be first utilised by the Bank to settle any expenses, costs, charges, fees and losses (including foreign exchange losses) incurred by the Bank and the remaining balance, if any, shall be retained by the Bank to recover any loss, damage or liability that may be sustained by the Bank as a result of non-payment of the bill(s).

10. The Bank is hereby authorised by us to debit any of our account(s) with the Bank for any moneys due to the Bank and if as a result of such debit the account(s) shall be overdrawn or be in excess of the limit of any facility granted to us, we shall be liable to pay interest thereon at such rate or rates determined or as may be determined by the Bank (notification of the rate of interest will be made in writing and such rate will be effective from the date stated therein).

11. We hereby agree to indemnify the Bank on full indemnity basis from and against all consequences, payment, liabilities, actions, suits, proceedings, claims, damages, losses (including foreign exchange losses), costs, fees (including legal fees), reimbursements and expenses of whatsoever nature and description that may be sustained by the Bank as a result of the Bank agreeing to our application as evidenced by the Direct Outward Bills Purchased Application form signed by us **or as a result of our breach or non-compliance with the Strategic Trade Act 2010**.

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**DIRECT OUTWARD BILLS PURCHASED APPLICATION TERMS AND CONDITIONS**

**(**Document Reference No.: AMBIZ/E/DOBP/09-2018) **– cont’d**

12. Without prejudice to our indemnity as aforesaid, we further unconditionally and irrevocably undertake to the Bank to:

(i) Refund the Bank on first demand the value of the documents or the amount of any purchase or discount or payment made by the Bank together with interest at such rate fixed or to be fixed by the Bank (notification of the rate of interest will be made in writing and such rate will be effective from the date stated therein) and to be calculated in such manner as may be determined by the Bank at its sole discretion in the event of any non-payment of the documents;

(ii) Pay the Bank on first demand the amount of any claim made on the Bank or the Bank’s branch(es) or correspondent(s) or agent(s) pursuant to this and any indemnity, failing which, interest at such rate fixed or to be fixed by the Bank (notification of the rate of interest or fees or commission will be made in writing and such rate will be effective from the date stated therein) shall accrue on such amount at such rate and to be calculated in such manner as may be determined by the Bank at its sole discretion;

(iii) Deposit with the Bank on demand such sum or any assets of ours as the Bank may deem sufficient to settle and/or cover our liabilities (actual or contingent) hereunder;

(iv) On demand to procure the return to the Bank of any indemnity for cancellation;

(v) Pay the Bank all losses and damages incurred by the Bank as a result of any judgment or order being given or made for the payment of any amount due to the Bank and where such judgment or order is expressed in a currency other than that in which such amount is payable by the Importer / Buyer under the Open Account trade arrangements.

13. We confirm that the Bank or the Bank’s branch(es) or correspondent(s) or agent(s) may make any payment under this Open Account trade arrangements and that such payment shall be conclusive evidence of our liabilities to Bank, or the Bank’s branch(es’) or correspondent(s’) or agent(s’) under this clause.

14. In the absence of any instructions in the Direct Outward Bills Purchased Application form, the Bank is hereby authorised by us to dispatch the shipping documents by way of a courier instead of by airmail. It is understood that the Bank shall have the liberty to select any courier service company for the aforesaid purpose and the Bank shall not be held liable for any default or negligence of the said company for any losses or delays in transit.

15. We shall notify the Bank within 3 working days from the date the proceeds from the bill is credited into our account, failing which, we hereby agree and acknowledge that the Bank has the liberty to suspend utilisation of the credit facility(ies) granted by the Bank to us.

16. We are fully aware that this application and matters arising thereto are not governed by any rules of International Chamber of Commerce Publication including but not limited to the International Chamber of Commerce Uniform Rules For Collection.

17. We hereby irrevocably agree and permit the Bank and/or its officers to disclose any information, record of or information relating to our account/transactions, to: -

(i) Bank Negara Malaysia, Central Credit Unit, Guidelines on Dishonoured Cheques Information System, Central Credit Reference Information System (CCRIS) or any other bureau or credit reporting agency or credit rating agency whether or not established pursuant to Malaysian legislation or any other governmental or regulatory authority/body, or enforcement agencies authorized under the Financial Services Act 2013, Cagamas Berhad, Credit Guarantee Corporation or such other authority having jurisdiction over the Bank or any body established by a body, agency, or authority having authority or jurisdiction over the Bank and to any third party, if required by any law;

(ii) any central depository or authorised depository agent (as those terms are defined in the Securities Industry (Central Depositories) Act 1991);

(iii) any party providing security to secure our transactions hereunder or banking facilities with the Bank (“security party”) or any of the Bank’s potential transferee or assignee;

(iv) any person proposing or intending to make or tender payment towards our liabilities under the banking facilities with the Bank or pursuant to transactions hereunder; or to any person following the occurrence of an event of default;

(v) any person where such disclosure is, in the Bank’s opinion, necessary for or related to the review, due diligence or enforcement or protection or the attempted enforcement or protection of any of the Bank’s rights or interests;

(vi) any person pursuant to any corporate voluntary arrangement, judicial management, scheme of compromise, reconstruction, amalgamation, arrangement, composition, restructuring or any proposed arrangement, composition or restructuring between our creditors and/or the creditors of any security party;

(vii) AmBank Group and to any person or company which are providing any services and expertise to the Bank relating to legal, accounting, auditing, credit, administration, processing, data management or other advisory services; and

(viii) the debt collection agents appointed by any company under the AmBank Group.

For the purpose of this clause, AmBank Group is referring to the Bank’s related corporations (as defined in the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

18. We hereby confirm that we have chosen the language in this document as the language of this document. This chosen language shall prevail in the event of differences in meaning over the version of this document in any other language.

By downloading, printing and submitting to AmBank (M) Berhad (‘the Bank’) the Direct Outward Bills Purchased Application form this website, we hereby confirm that we have read, understood and acknowledged the Terms and Conditions for Direct Outward Bills Purchased Application stated herein and fully authorise the Bank to proceed with the provision of the service.

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| AmBank  **AmBank (M) Berhad** (196901000166 (8515-D))  **DIRECT OUTWARD BILLS PURCHASED APPLICATION** | | | | | | | | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | | | | Date of Application: DD/MM/YYYY | | | | | | |
| 1. Exporter/Seller (Full Name & Address):          3. Customer Ref. No.: | | | | | | | 2. Importer/Buyer (Full Name & Address): | | | | | |
| 4. Financing Amount Required (Currency & Figures): | | | | | | | 5. Financing Tenor Required (In Days): | | | | | |
| 6. Brief Description Of Goods: | | | | | | | | | | | | |
| 7. Documents  Enclosed: | Bill Of Exchange | Invoice | Packing List | Cert. Of Origin | \*Insurance Cert./Policy | | | Bill Of Lading | Air Waybill |  |  |  |
| Original |  |  |  |  |  | | |  |  |  |  |  |
| Copies  (At Bank’s  Discretion/  Approval) |  |  |  |  |  | | |  |  |  |  |  |
| 8. **Instruction For Importer/Buyer**:  Remit Payment Via Telegraphic Transfer To Our Account Number:  With AmBank (M) Berhad. | | | | | | | | | | | | |
| 9. **Instructions To AmBank (M) Berhad**:  Deliver Documents To Importer/Buyer As Per Address In Field 2 Above.  Return Documents To Us For Safekeeping.  Retain Documents For Safekeeping.    **Upon Purchase/Discount Of The Bill:**  Please Credit Proceeds To Our \*Ringgit/Foreign Currency Account No.:  With You Or  (At Bank's Discretion/Approval)    For The Conversion Of The Foreign Currency Amount To Ringgit:  Please Apply/Use The Foreign Exchange Rate Quoted By Your Treasury @  for  with  Foreign Exchange Contract No.: | | | | | | | | | | | | |
| 10. **Settlement Instruction:**  On Maturity Of The Bill, You Are Authorised To Debit Our \*Ringgit/Foreign Currency/Escrow Account No.: With You  AMBIZ/E/DOBP/05-2020 | | | | | | | | | | | | |
| **AmBank**  **AmBank (M) Berhad** (196901000166 (8515-D))  **DIRECT OUTWARD BILLS PURCHASED APPLICATION – cont’d** | | | | | | | | | | | | |
| 11. **Bank Charges:**  Please Debit Our Account No.:  With You For All Your Bank’s Charges, Commission, Fees, Out-Of-Pocket Expenses, Etc. | | | | | | | | | | | | |
| 12.  Please Contact:  In Case Of Need At | | | | | | | | | | | | |
| 13. **Additional Instructions**: | | | | | | | | | | | | |
| 1. In consideration of our request to you, AmBank (M) Berhad to purchase or discount the shipping and financial documents (as indicated above), for our account and in accordance with the above instructions, we hereby irrevocably and unconditionally agree to fully abide by the Terms and Conditions for Direct Outward Bills Purchased Application under document Reference No.: AMBIZ/E/DOBP/09-2018 and terms appearing in AmBank (M) Berhad's "General Agreement By Customer(s)/Facility(ies) Agreement" and/or website and/or other relevant agreements which have been and will be advised to us by you and currently in force in AmBank (M) Berhad. Unless instructed by us to do so, we acknowledge that AmBank (M) Berhad will neither be providing instructions to protest the above mentioned Bill for non-payment nor does it have obligation to store and insure the goods related to the above mentioned Bill. 2. **We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all the regulations and requirements connected thereto.** 3. We will comply with the Foreign Exchange Notices (“FE Notices”) relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. 4. We confirm that the proceeds derived from the export of goods will be received within 6 months from the date of export and acknowledge the requirement to obtain approval from Bank Negara Malaysia (“BNM”) in the event export proceeds are not received within 6 months from the date of export as required by Notice 7 of the FE Notices subject to exceptions which BNM may allow and announce in its official website at [www.bnm.gov.my](http://www.bnm.gov.my) from time to time. | | | | | | | | | | | | |
| We hereby confirm that we have chosen English as the language of this form. English language shall prevail in the event there are differences in meaning over the version of this form in any other languages.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp**  AMBIZ/E/DOBP/05-2020 | | | | | | | | | | | | |