In consideration of our request to you, AmBank (M) Berhad ("the Bank") to negotiate, purchase and/or discount, where applicable, to each bill drawn under a Documentary Credit ("the Credit") or a Collection Bill (as defined in the product disclosure sheet in relation to this product) and/or to act as a Remitting Bank [as defined in International Chamber of Commerce Uniform Rules For Collection ("ICC-URC")] in respect of shipping documents and/or bills drawn by us under a Collection Bill, we irrevocably and unconditionally agree to fully abide by the following terms and conditions:-

1. Unless the Bank has confirmed the Credit and/or the Bank has agreed in writing to negotiate, purchase and/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 terms of the Credit or instructions under Collection Bills, in the event of non-acceptance or non-payment for any reason.

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 Credit or Collection Bill.

3. The Bank shall also have full recourse against us for the bill amount, where the bills presented for claims from the Reimbursing Bank [as defined in International Chamber of Commerce Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits ("ICC-URR")] pursuant to this application ("TT Claims") have not been accepted by the Issuing Bank for any reason and as a result of the same, the Bank is required to refund the payment received from the Reimbursing Bank under the TT Claims.

4. Save and except where the following events were directly attributable to the Bank’s or its staff’s, representative’s or agent’s error, omission, misrepresentation or negligence, 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 or the proceeds during transmission or in the course of collection;

(iv) Any consequences arising out of our failure or omission to give specific instructions to protest the bill to the Bank. In the event of dishonour or non-payment by the Drawee/Collecting Bank [as defined in ICC-URC], the Bank shall retain the right of recourse against us.

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

(i) Reserve the right to refuse to negotiate, purchase and/or discount any bills presented to the Bank by us and the Bank shall not be liable to us in any manner for any loss or delay caused by such refusal save and except where such loss or delay were directly attributable to the Bank’s error, omission, misrepresentation or negligence; and/or

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

6. All goods represented by or related to the said shipping documents negotiated, purchased and/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 insuring, protecting, taking possession or realising the value of such goods as the Bank deems fit and expedient with prior notice to us.

7. We represent and warrant to the Bank:

(i) That the Drawee 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 made by us 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.

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 under the same 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-acceptance or 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 discretion with 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-acceptance or 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 on the same 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. Save and except where such events were directly attributable to the Bank’s gross negligence, wilful default or fraud, 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 that may be sustained by the Bank as a result of the Bank agreeing to our application as evidenced by the Documentary Collection/Purchase/Negotiation Application form signed by us or as a result of our breach or non-compliance with the Strategic Trade Act 2010.

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 negotiation or payment made by the Bank together with interest at such rate and to be calculated in such manner 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) at its discretion in the event of any non-acceptance or 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 any indemnity, failing which, interest shall accrue on such amount at such rate and to be calculated in such manner 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) at its 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 any losses 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 Applicant(s) under the Credit or Collection Bills.

13. We confirm that the Bank or the Bank’s branch(es) or correspondent(s) or agent(s) may make any payment under the Credit or Collection Bills 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 the clause.

14. 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 these 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 irrevocably authorise the Bank to debit our account for the full government taxes amount.

15. In the absence of any instructions in the Documentary Collection/Purchase/Negotiation 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.

16. Bill(s) under restricted Documentary Credit(s) shall be sent by the Bank to the designated Negotiating Bank or Nominated Bank [as defined in International Chambers of Commerce Uniform Customs and Practices ("ICC-UCP")] for payment.

17. In the event our request is for Direct Documentary Collection (as defined in the product disclosure sheet in relation to this product) and in consideration of the Bank allowing us, under the said application, to complete the Outward Bills Collection Schedule vide AmAccess Trade at www.ambg.com.my ("AmAccess Trade") for the purpose of forwarding the shipping and financial documents directly to the Collecting Bank [as defined in the ICC-URC] for collection and to further instruct the Collecting Bank that the proceeds be credited to our account with AmBank (M) Berhad, we irrevocably and unconditionally agree to fully abide by the following terms and conditions:-

(a) We hereby undertake:

(i) to ensure at all times that the Bank’s computer-generated Outward Bills Collection Schedule which will be produced vide AmAccess Trade, the access of which is granted by the Bank to us in connection with the Direct Documentary Collection application to be operated in a secure manner, whereby we shall ensure only our authorised personnel shall have access to the same.

(ii) to complete the Bank’s Outward Bills Collection Schedule in accordance with the instructions attached to the Direct Documentary Collection application form and to ensure the Outward Bills Collection Schedule is not completed in such a way as to compromise the Bank or place the Bank under any liability to us and/or any third party.

(iii) to submit to the Bank a scanned copy of each of the Invoice(s), the Transport Document(s) and the draft(s) (if any) vide AmAccess Trade together with the Direct Documentary Collection application, and in the case whereby the aforementioned documents are not submitted together with the Direct Documentary Collection application, we shall forward the same to the Bank on or before 12.00 p.m. on the next working day.

(b) We shall not assign our rights, title and interest in respect of and arising from the Direct Documentary Collection arrangement.

(c) We further agree and acknowledge that it is our sole obligation and responsibility to ensure at all times that the transaction(s) under the Direct Documentary Collection arrangement is/are not in any circumstances:

(i) in breach of any laws and regulations pertaining to anti-money laundering, involvement in terrorism and any directions by a regulatory, supervisory or governmental authority;

(ii) involving any persons or entities that is sanctioned or is connected, directly or indirectly, to any persons or entities that is sanctioned under economic and trade sanctions; and

(iii) directly or indirectly involving the proceeds of, or be applied for the purposes of, an unlawful or illegal conduct, and for the purpose of discharging the said obligation, we undertake to the Bank that we shall take necessary steps to collate all such information which is necessary to facilitate our investigation that the transaction(s) does not fall within any of the aforementioned circumstances. Notwithstanding any provision contained herein, we hereby agree that in the event the Bank in its opinion suspects or if the circumstances referred to in Clause 17(c) above existing at any time in connection with a transaction, the Bank may take or refrain from taking any action(s) the Bank deems fit and appropriate notwithstanding any instructions given by us. We further agree that the Bank shall not be held liable to us for any loss or damage that may be incurred by us which may be occasioned by the Bank’s action as hereinbefore provided. save and except where such loss or damage were directly attributable to the Bank’s error, omission, misrepresentation or negligence.

(d) We hereby irrevocably and unconditionally agree to indemnify the Bank on demand against all claims, demands, costs, liabilities, charges, expenses or losses which the Bank may sustain or incur as a result of or arising from our Direct Documentary Collection application, save and except where such claims, demands, costs, liabilities, charges, expenses or losses were directly attributable to the Bank’s gross negligence, willful default or fraud.

(e) We acknowledge that the Bank may terminate the Direct Documentary Collection arrangements (including our right to forward bills for collection as stated herein) at any time, by written notice to us. For avoidance of doubt, we hereby agree that the Bank’s rights under the indemnity in Clause 17(d) above shall survive any such termination. We also acknowledge that the termination of the Direct Documentary Collection arrangement will not affect our liability which accrued prior to the termination.

(f) We hereby agree that the terms and conditions applicable to the Documentary Collection application herein above shall, for all intents and purposes, be similarly applicable to and form part and parcel of, the terms and conditions of the Direct Documentary Collection application.

18. 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) to 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 established pursuant to Malaysian legislation or any other governmental or regulatory authority/body, or enforcement agencies authorised 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) to 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) to 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) to 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 Section 2 of the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

19. 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 Documentary Collection/Purchase/Negotiation Application form from this website, we hereby confirm that we have been reminded to read, understand and acknowledge the Terms and Conditions for Documentary Collection/Purchase/Negotiation Application stated herein and fully authorise the Bank to proceed with the provision of the service.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **DOCUMENTARY COLLECTION/PURCHASE/NEGOTIATION APPLICATION** | | | | | | | | | | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | | | | Date of Application: | | | | | | | | |
| Documents Under LC:  Present For Payment With Option Below:  Document Checking Is Required  Document Checking Is Not Required  Purchase/Discount\*\*  Negotiation\*\*  \*\*Document Checking Is Mandatory | | | | |  | | Documents Not Under LC:  Send For Collection  Purchase/Discount | | | | | | |  |
| 1. Beneficiary/Drawer/Seller (Full Name & Address):     3. Customer Ref. No.: | | | | | | | 1. Applicant/Drawee/Buyer (Full Name & Address): | | | | | | | |
| 1. Bill Amount (Currency & Figures): | | | | | | | 1. Tenor:  Sight   Usance:       days | | | | | | | |
| 1. Brief Description Of Goods: | | | | | | | | | | | | | | |
| 1. Bill(s) Of Exchange And Accompanying Shipping Documents   Enclosed As Follows:  Drawn Under LC No.:  Issued By: | | | | | | 1. Collecting Bank (Full Name & Address): | | | | | | | | |
| 9. Documents  Enclosed: | Bill Of Exchange | Invoice | Packing List | Cert. Of Origin | \*Insurance Cert./Policy | | | Bill Of Lading | Air Waybill | Delivery  Order |  |  |  | |
| Original |  |  |  |  |  | | |  |  |  |  |  |  | |
| Copies |  |  |  |  |  | | |  |  |  |  |  |  | |
| 10. Instructions For Documents To Be Sent For Collection  Deliver Documents Against:  Payment (D/P)  Acceptance (D/A)  Acceptance (D/A) and Avalisation by the Collecting Bank  Protest For:  Non-Payment  Non-Acceptance | | | | | | | | | | | | | | |
| 11. Instructions To Collecting Bank/LC Issuing Bank/LC Reimbursing Bank/LC Nominated Bank To:  Advise \*Non-Acceptance And/Or Non-Payment By SWIFT  Advise \*Acceptance And/Or Payment And Due Date By SWIFT | | | | | | | | | | | | | | |
| 12. Bank Charges And Interest:  AmBank (M) Berhad Charges Paid By Us. Please Debit Our Account No.:  With You.  All Bank Charges (Including AmBank (M) Berhad) Paid By Applicant/Drawee/Buyer Or  By Us. Please Debit Our Account No.: With You.  Waive Bank Charges If Refused By Drawee/Buyer  Do Not Waive Bank Charges If Refused By Drawee/Buyer  Collect Interest From Drawee/Buyer At  % P.A From  To  (If interest to be paid by Drawee/Buyer).  Waive Interest If Refused By Drawee/Buyer  Do Not Waive Interest If Refused By Drawee/Buyer  AMBIZ/E/COLL NEGO/09-2022 | | | | | | | | | | | | | | |

|  |
| --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **DOCUMENTARY COLLECTION / PURCHASE / NEGOTIATION APPLICATION – cont’d** |
| 13. Instructions For Proceeds:  Upon Purchase/Discount Or Negotiation Or Receipt Of Collection Proceeds,  Please Credit Our Account No.: With You  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.: |
| 14. Company’s Contact Person/s And Telephone Number/s If More Information Is Required: |
| 15. Additional Instructions: |
| 1. In consideration of our request to you, AmBank (M) Berhad to send documents under Collection or Purchase/Discount or Negotiation (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 Documentary Collection/Direct Documentary Collection/Purchase/Negotiation Application under document Reference No.: AMBIZ/E/COLL NEGO/09-2022 and/or 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 with 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-acceptance or non-payment nor does it have obligation to store and insure the goods related to the above-mentioned Bill. This Documentary Collection/Purchase/Negotiation Application and any subsequent amendments to the Documentary Collection/Purchase/Negotiation shall be subject to the prevailing International Chamber of Commerce Uniform Customs and Practice for Documentary Credits or International Chamber of Commerce Uniform Rules For Collection, as the case may be. 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 shall comply with the prevailing foreign exchange regulations issued by Bank Negara Malaysia ("BNM") relating to dealings in currency, borrowing & guarantee, investment in foreign currency asset, payments, security & financial instrument, and export of goods at all times. In relation to export of goods, we confirm that the proceeds derived from the export of goods will be received within six (6) months from the date of shipment subject to exceptions which BNM may allow and announce in its official website at [www.bnm.gov.my/fep](http://www.bnm.gov.my/fep) 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.  **REMINDER: You are hereby reminded to read and understand the terms and conditions contained in this document before signing/affixing the company’s seal below. In the event there are any terms and conditions in this document that you do not understand, you are hereby advised to discuss further with the Bank’s authorised staff, representative or agent before signing/affixing the company’s seal below.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Authorised Signatory(ies) With Company’s Authorised Rubber Stamp** |
| AMBIZ/E/COLL NEGO/09-2022 |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | | | | | |
| Reference No.: | | | | | | | | | | | |  | |  |
| Bill of Exchange for | | | | | (Currency and Figures) | | | | | Date: | |  | |
| At | |  | | | | | | | | pay this **First Bill of Exchange** | | | |
| (Second Unpaid) to the order of **AmBank (M) Berhad** (196901000166 (8515-D)) | | | | | | | | | | | | | |
| the sum of | | | |  | | | | | | | | | |
|  | (In Words) | | | | | | | | | | | | |
| value received drawn under | | | | | | | (In Words) | | | | | | |
| Documentary Credit No. | | | | | |  | | | | | dated | |  |
| To | | |  | | | | |  | FOR AND ON BEHALF OF | | | | |
|  | | |  | | | | |  | | | | |
|  | | | | |
|  | | | | |
| AMBIZ/E/BOE/09-2022 | | | | | | | | |
|  | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | | | | | |
| Reference No.: | | | | | | | | | | | |  | |  |
| Bill of Exchange for | | | | | (Currency and Figures) | | | | | Date: | |  | |
| At | |  | | | | | | | | pay this **Second Bill of Exchange** | | | |
| (First Unpaid) to the order of **AmBank (M) Berhad** (196901000166 (8515-D)) | | | | | | | | | | | | | |
| the sum of  (In Words) | | | |  | | | | | | | | | |
|  |  | | | | | | | | | | | | |
| value received drawn under | | | | | | | (In Words) | | | | | | |
| Documentary Credit No. | | | | | |  | | | | | Dated | |  |
| To | | |  | | | | |  | FOR AND ON BEHALF OF | | | | |
|  | | |  | | | | |  | | | | |
|  | | | | |
|  | | | | |
| AMBIZ/E/BOE/09-2022 | | | | | | | | |
|  | | | | |