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**EXPORT CREDIT REFINANCING APPLICATION TERMS AND CONDITIONS**

(Document reference No.: AMBIZ/E/ECR/09-2018)

In consideration of our request to you, AmBank (M) Berhad (‘the Bank’) to lodge the Pre-Post Shipment Bill and/or drawdown and/or liquidate and/or rollover and/or early discharge the Export Credit Refinancing (‘ECR’) loan and/or finance and/or refinance us under the Export Import Bank (EXIM Bank)’s Export Credit Refinancing against Export Orders/Letters of Credit/Certificate Of Performance (CP), for our account and in accordance with our application, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions:-

1.(i) We authorise the Bank to debit any of our account(s) with the Bank for payment of any money due to the Bank under and in connection with the ECR loan.

(ii) 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 overdrawn or excess amount 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). We also agree that the Bank shall not in any way be held liable for any cheques dishonoured as a result of our account being debited or the available funds being utilised to settle the ECR loan.

2. All Export Orders, Letters of Credit, CP, drafts and/or documents purchased, discounted and/or negotiated under the Export Import Bank (EXIM Bank) Export Credit Refinancing Facility by or though the Bank or against which any advance of monies shall be made by the Bank, shall be with full recourse to us (such recourse for the avoidance of doubt, to be available even if there are any discrepancies or irregularities, whether noted by the Bank or not, in any documents).

3. We shall fully indemnify and save the Bank harmless against all actions, claims, demands, costs, expenses including legal costs on a full indemnity basis, liabilities of whatever nature and losses (including foreign exchange losses) now or hereafter incurred by the Bank for all monies advanced by the Bank in connection with the ECR loan **or as a result of our breach or non-compliance with the Strategic Trade Act 2010.**

4. All goods represented by or relating to any documents purchased, discounted and/or negotiated under the EXIM Bank Export Credit Refinancing Post Shipment Facility by or through the Bank or against which any advance of monies shall be made by the Bank, shall be held in trust on behalf of the Bank and shall be charged to the Bank (by way of lien) as a continuing security to the Bank for all monies due to the Bank and the Bank shall, at our costs and expenses, deal with the goods in any manner as the Bank deems fit, including but not limited to taking steps to insure, protect, take possession or realizing the value of such goods by way of private auction or otherwise and at such price as the Bank may determine at its absolute discretion. 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.

5. Where authority has been given to release documents against payment in local currency, we shall be held responsible for the full amount of the bills being remitted and we shall refund to the Bank any shortfall, including any foreign exchange losses, on demand if the full amount is not remitted to the Bank within a period which is considered reasonable to the Bank.

6. Any dispute between us and the Bank arising from the Export Credit Refinancing thereof shall be governed by and construed in accordance with the laws of Malaysia. We hereby irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

7. 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.

8. 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 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) 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 the Companies Act 2016) incorporated inside or outside of Malaysia. This clause shall survive the termination of this document and/or transactions contemplated hereunder.

9. 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 Export Credit Refinancing Application form from this website, we hereby confirm that we have read, understood and acknowledged the Terms and Conditions for Export Credit Refinancing 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))  **EXPORT CREDIT REFINANCING (ECR) APPLICATION** | | | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | | Date of Application: DD/MM/YYYY | | | |
| Pre Shipment  Post Shipment | | | | | | | |
| Lodgement  Drawdown  Liquidation (\*Partial/Full)  Rollover | | | | | | | |
| 1. \*Direct Exporter/Indirect Exporter (Full Name & Address):            3. Customer Ref. No.: | | | | | 2. Buyer (Full Name & Address):          4. Exporter/Drawee Code: | | |
| 5. \*Original LC/Purchase or Export Order/Export Bill Amount: | | | | | 6. Related Export Bill ref. No.: | | |
| 7. Financing/Drawdown Amount:  **RM**: | | | | | 8. Financing Tenor Required (In Days): | | |
| 9. Brief Description Of Goods: | | | | | | | |
| 10. CP Amount:  **RM**: | 11. CP Amount Endorsed To AmBank :  **RM**: | | | | | 12. Amount Carried Forward From Old CP:  **RM**: | |
| 13. \*EXIM Bank Reference No./CP No. :  14. \*Pre Shipment/Post Shipment Bill No. : | | | | | | | |
| 15.  **Lodgement And Drawdown**:  Supporting Document: \*CP/LC/ Purchase or Export Order/ECR DLC/ECR DPO/LPO No.:  Issued By:  Loan Type:  Overhead Expenses (OE)  Foreign Purchase (FP)  \*Domestic Purchase (DP)/Cash Reimbursement System    16.  \***Partial Liquidation/Early Discharge/Full Settlement**:  Source Of Funds:  Export Proceeds  Post Shipment Proceeds  Own Funds  Others | | | | | | | |
| 17.  **Rollover**:  Old CP No. :  New CP No. : | | | Maturity Date: DD/MM/YYYY  Maturity Date: DD/MM/YYYY | | | | |
| 18.  **Post Shipment Financing**:  Usance Tenor Of Export Bill :  \* Export Order/LC Value :  Export Bill Reference No. :  AMBIZ/E/ECR/05-2020 | | Rate:        Amount: | | | | | RM: |

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| AmBank**AmBank (M) Berthed** (196901000166 (8515-D))  **EXPORT CREDIT REFINANCING (ECR) APPLICATION – cont’d** |
| 1. In consideration of our request to you, AmBank (M) Berhad to lodge the Pre-Post Shipment Bill and/or drawdown and/or liquidate and/or rollover and/or early discharge the ECR loan and/or finance/refinance us under the Export Import Bank (EXIM Bank)'s Export Credit Refinancing against Export Orders/LC/CP (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 Export Credit Refinancing Application under document Reference No.: AMBIZ/E/ECR/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. The ECR Application is subject to the prevailing "ECR Guidelines" and any amendment(s) thereto issued by EXIM Bank Malaysia which we have fully complied with. The above Bill presented or submitted by us is 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 in full compliance with the Strategic Trade Act 2010 and 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 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/ECR/05-2020 |