In consideration of our request to you, AmBank (M) Berhad (‘the Bank’) to accept our Indemnity- Discrepant Documents, we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions: -

1. Save and except where such consequences and/or liabilities were directly attributable to the Bank’s gross negligence, willful default or fraud, we hereby undertake and agree to indemnify the Bank fully against all consequences and/or liabilities directly or indirectly arising from or relating to the said delivery, and immediately on demand against all payments made by the Bank in respect of such consequences and/or liabilities, including cost as between solicitor and client and all or any sums demanded by the Bank for the defense of any proceedings brought against the Bank by reason of the said delivery.

2. We further undertake and agree upon demand to pay any freight and/or General average and/or charges due on the goods aforesaid (it being expressly agreed and understood that all liens shall subsist and be unaffected by the terms of this document).

3. 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).

4. 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.

5. 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 Indemnity- Discrepant Documents Application form signed by us **or as a result of our breach or non-compliance with the Strategic Trade Act 2010**, save and except where such consequences, payment, liabilities, actions, suits, proceedings, claims, damages, losses (including foreign exchange losses), costs, fees (including legal fees), reimbursements and expenses were directly attributable to the Bank’s gross negligence, wilful default or fraud.

6. 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 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 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 under this document.

7. 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 Indemnity – Discrepant Documents Application form from this website, we hereby confirm that we have been reminded to read understand and acknowledge the Terms and Conditions for Indemnity – Discrepant Documents 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))  **INDEMNITY - DISCREPANT DOCUMENTS** | | | | |
| From: | |  | |  |
| The Manager,  **AmBank (M) Berhad** (196901000166 (8515-D)) | | | | |
|  |  | | Branch | |
| *Dear Sir/Madam,*  *Re: Our Bill No.:*  *Your Reference No.:*  For  Drawn Against Letter Of Credit No.:  Issued By:  In consideration of your negotiation or having made an advance to us against shipping documents and Bill(s) Of Exchange relating to our above Bill(s) we hereby irrevocably and unconditionally agree to fully indemnify and hold you harmless against and from any consequences and liabilities which may arise as a result of discrepancies/irregularities between the documents presented by us and the terms and conditions of the said Letter Of Credit, and/or of the undermentioned deviations from the terms and conditions of the relative Letter Of Credit. save and except where such consequences and liabilities were directly attributable to the Bank’s gross negligence, wilful default or fraud. We also agree to repay on demand the amount of the Bill(s) negotiated or advanced to us plus interest if the Bill(s) is/are not accepted and/or not paid or dishonoured on account of the undernoted discrepancies or any other causes and irregularities discovered hereafter by the Drawee Bank and/or LC Issuing Bank. We hereby irrevocably and unconditionally agree to fully abide by the Terms and Conditions for Indemnity – Discrepant Documents under document Reference No.: AMBIZ/E/IDD/12-2020 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. 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.  **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.** | | | | |
| **Listing Of Discrepancies**: | | | | |
| Should your correspondents/agents issue any Guarantee(s) in order to obtain payment of the Bill(s), we further irrevocably and unconditionally agree to fully indemnify and hold you harmless against any consequences and liabilities which may arise through such Guarantee(s) having been given.    **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**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:  AMBIZ/E/IDD/12-2020 | | | | |