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**LETTER OF CREDIT APPLICATION TERMS AND CONDITIONS**

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

In consideration of our request to you, AmBank (M) Berhad ('the Bank') to issue the irrevocable Documentary Credit ('the Credit'), 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) For sight Documentary Credits or usance Documentary Credits negotiable at sight, to pay the Bank interest (actual and/or transit) or fees and commission at the current rate of interest pertaining to the currency of the related bill from date of negotiation until date of full payment.

(ii) In the absence of any instructions from us, the Bank is authorised to convert the foreign currency amount payable under the Credit into its Malaysian Ringgit equivalent at the prevailing selling foreign exchange rate not later than the 3rd working day from the date of the Bank's written notification of arrival of the shipping documents or at such other date as the Bank may determine at its absolute discretion.

We shall assume and undertake (a) all foreign exchange conversion or fluctuation risks, rates and losses (i.e payments made or received in foreign currency) and/or (b) to reimburse or settle or pay the Bank for any trade financing loans created or advances made against the Credit whether booked or earmarked in foreign currency or Malaysian Ringgit equivalent against the multi trade facility/lines offered by the Bank to us.

2. The said shipping documents and/or the goods shipped (which we hereby declare is not prohibited or restricted or illegal) shall be held by the Bank as collateral security for the due acceptance and payment of all or any drafts drawn under the Credit. In case of non-acceptance or non-payment of the draft(s), the Bank may if applicable and reserves the right, at any time:

(i) To sell the shipping documents or goods to which the Credit relates, without notice to us, at public or private sale at such price as the Bank may determine at its absolute discretion. 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; and/or

(ii) In the case where the goods are destroyed partially or totally, to realise the insurance policy(ies) for such goods after deducting all expenses and costs including but not limited to commission and fees connected thereto and to apply the net proceeds towards payment of the said draft(s). In addition to the above remedies, we further agree that the receipt by the Bank of other goods, property or cash as additional collateral now or hereafter deposited pursuant to the Bank's demand or otherwise, shall not affect the Bank's power to sell the goods/property pledged and held as a collateral and the proceeds from such collateral may be applied towards the payment of any indebtedness (including foreign exchange losses) by us to the Bank due or to become due, and if the proceeds are insufficient, to pay the Bank the amount of any deficiency or shortfall from such proceeds together with interest and all charges, costs and expenses incidental thereto or otherwise.

3. We shall fully indemnify the Bank:

(i) From and against all claims, actions, proceedings, liabilities, damages, losses (including foreign exchange losses), costs and expenses which the Bank may suffer, incur or sustain by reason or on account of or attribute to the Bank having given/issued the said Credit**, or as a result of our breach or non-compliance with the Strategic Trade Act 2010**; and

(ii) Any request or demand made upon the Bank for payment of any sum of money pursuant to the Credit shall be sufficient authority to the Bank for making such payment and the Bank shall not be required to inquire into the circumstances of the demand. We shall not raise any objection to such payment by the Bank and shall at all time keep the Bank fully indemnified and hold the Bank harmless against all liability whatsoever in relation to the Bank making such payment.

4. We shall not in any circumstances hold the Bank or its agent(s), correspondent(s) or representative(s) liable and responsible, and neither shall our obligations under these Terms and Conditions or in relation to any Credit given/issued by the Bank be reduced, terminated or affected in any way by reason of:

(i) Any detention, loss or deterioration of, theft or pilferage or any damage or any failure to insure, or the quantity, quality condition or delivery of the goods, or the correctness, validity, sufficiency, legality or genuineness of any of the shipping documents (including transport documents) relating to the goods; and/or

(ii) Any defects in, or invalidity of, any documents tendered including any falsity, inaccuracy, insufficiency or forgery of or in any demand which on its face purports to be a demand signed or authorised pursuant to the Credit or any certificate issued pursuant to the Credit, or in any tested cable, SWIFT message, telex or document which on its face purports to be signed or authorised under the Credit; and/or

(iii) Any defects in, or invalidity or illegibility or unenforceability of, any agreement or documents or arrangement in relation to which the Credit is given/issued; and/or

(iv) (a) Any delay, mistake or omission that may occur in the transmission of the instructions or in the misinterpretation of instructions in relation to the Credit, (b) any documents submitted which on the face thereof appear to be in order are found to be incorrect or falsified or invalid, (c) any lost or delay in the course of forwarding the documents or (d) any error, neglect or default of any of the Bank's agent(s), correspondent(s) or representative(s); and/or

(v) Any delays, loss or damage in respect of any goods to which the Credit relates to even though the goods be diverted or overcarried or fail to arrive or be refused landing at destination due to whatsoever reasons.

5. If the shipping documents called for do not include insurance policy(ies) or certificate(s), we undertake to produce to the Bank within 3 working days from the date of this application, an insurance policy or certificate acceptable to the Bank and in the Bank's name for other than Cost, Insurance and Freight ('CIF') value plus at least 10 percent, failing which the Bank reserves the right to effect the insurance at our cost and expense but the Bank is not obliged to do so.

6. In the absence of any instructions to the contrary specified in "Additional Instructions" in the Documentary Credit Application form, the Bank is hereby authorised by us to instruct any bank or branch concerned to despatch any draft(s) and/or any shipping documents by one or more mails or other methods of conveyance at the Bank's sole discretion.

7. The Bank may restrict negotiation(s) under the Credit to the Bank's own office or to any correspondent(s) or agent(s) of the Bank's choice.

8. In consideration of the Bank permitting and/or authorising the paying/negotiating/confirming bank to make a claim under the Credit prior to receipt of documents by the Bank, we hereby irrevocably agree to indemnify the Bank for the full amount of the paying/negotiating/confirming bank's claim (plus interest or fees and commission whichever is appropriate, from the date of the claim having been met until full repayment thereof at the 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) in the event that such claim is subsequently rejected by us or is otherwise not under a complying presentation and for the purpose aforesaid, we hereby authorise the Bank to debit our account(s) accordingly.

9. We shall:-

(i) place fixed deposit/deposit or allow the Bank to earmark or to debit our current account as marginal deposit a sum of Malaysian Ringgit as the Bank deemed appropriate and necessary at any time without notice to us, set-off (with the giving of prior notice of such time as may be specified in writing to us) the fixed deposit/marginal deposit placed towards satisfaction of any of our

liabilities to the Bank on the Credit or on any other account or in any other respect whatsoever whether such liabilities be present or future, actual or contingent, primary or collateral and joint or several ; and/or

(ii) furnish to the Bank a certified true copy of valid import license in respect of the goods which the Credit relates to, as and when required by the Bank.

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**LETTER OF CREDIT APPLICATION TERMS AND CONDITIONS**

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

10. For Credit application which is fully backed by cash margin, we agree to deposit with the Bank prior to the giving/issuance of the Credit or at any time the Bank may determine at its discretion, the sum of minimum 100% of cash margin equivalent to the full amount of Credit to be issued by the Bank or any sum the Bank may determine at its discretion. The deposit amount shall be denominated in Malaysian Ringgit or in other currency at the Bank's sole discretion.

11. Any dispute between us and the Bank arising from the Credit or the issuance 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.

12. We hereby irrevocably and unconditionally agree and authorise the Bank to debit our account with the Bank with or without notice for payment of any monies that may be due and payable in respect of or pursuant to the Credit at any time as the Bank deems fit.

13. 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.

14. 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.

15. 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 Credit Application form from this website, we hereby confirm that we have read, understood and acknowledged the Terms and Conditions for Documentary Credit 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))  **LETTER OF CREDIT APPLICATION** | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | Date of Application: DD/MM/YYYY | |
| 1. Applicant/Buyer (Full Name & Address):          3. Customer Ref. No.: | | | 2. Beneficiary/Seller (Full Name & Address): |
| 4. Advising Bank (At Issuing Bank's option, if no nomination): | | | 5. Credit Amount (Currency & Figures):  6.  Tolerance on credit amount & goods quantity: +/-       % |
| 7. Confirmation Of Credit To Beneficiary:  Required  Not Required | 8. Transferable:  Allowed  Not Allowed | | 9. Incoterms  2010 or  2020  FOB  CFR  CIF  Others (specify): |
| 10. Date Of Expiry: DD/MM/YYYY  Place of Expiry:  11. Latest Shipment Date: DD/MM/YYYY | | | 12. Partial Shipment:  Allowed  Not Allowed  13. Transhipment:  Allowed  Not Allowed |
| 14. Place Of Taking In Charge/Dispatch:  15. Place Of Final Destination/Delivery: | | | 16. Port/Airport Of Loading:  17. Port/Airport Of Discharge: |
| 18. Credit Available By:  Sight Payment  Acceptance  Deferred Payment  Negotiation  with  against the documents detailed herein and  Beneficiary's drafts to be drawn at  Sight  Term:       days after | | | |
| 19. Description Of Goods: | | | |
| 20.  Signed Invoice in:  Originals and  Copies  21.  Packing List in:  Originals and  Copies  22.  Certificate Of Origin in:  Originals and  Copies, showing country of origin as | | | |
| 23. Transport Document:   a. Air Waybill consigned to AmBank (M)Berhad  b. Full set of clean on board ocean Bill of Lading made out to the order of AmBank(M) Berhad  c. Delivery Order made out in the name of AmBank (M) Berhad for account of Applicant  d. Other Transport Document (specify):  24.  Transport Document to indicate notify party as Applicant and/or  25.  Transport Document to mark freight:  Prepaid  Collect  Others | | | |
| 26.  For Insurance Covered By The Shipper:  Marine /  Air /  Inland Insurance Policy/Certificate in the currency of the credit for not less than the CIF/CIP value plus 10% covering  Clause A:  Institute Cargo or  Frozen Food  Institute War Clauses  Institute Strike Clauses  TPND  With extended cover from seller’s warehouse up to buyer’s warehouse  Other clauses, if any (please specify):  Insurance will be covered by us  Enclosed Cover Note/ Policy or  Please arrange Insurance on our behalf  AMBIZ/E/LC/05-2020 | | | |

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| AmBank  **AmBank (M) Berhad** (196901000166 (8515-D))  **LETTER OF CREDIT APPLICATION - cont’d** |
| 27.  Other documents (specify) : |
| 28.  Documents to be presented within  days after shipment date indicated on Transport Document/Delivery Order date but within the validity of the Credit. |
| 29. **Bank Charges**:  For Local Letter of Credit in favour of resident Beneficiary:  All Banking Charges Are For Account Of Applicant.  All Banking Charges Other Than Issuing Bank Charges Are For Account Of Beneficiary.  For Foreign Letter of Credit in favour of non-resident Beneficiary:  All Banking Charges Are For Account Of Applicant.  All Banking Charges Outside Malaysia Are For Account Of Beneficiary.  Please Debit Our Account No.:  With You For All Your Bank's Charges, Commissions, Fees, Out-Of-Pocket Expenses, Etc In Connection With The Issuance. Such Charges Shall Include Those For Account Of Beneficiary Which Could Not Be Recovered By AmBank (M) Berhad. |
| 30. **Additional Instructions**: |
| 1. In consideration of our request to you, AmBank (M) Berhad to issue the irrevocable Letter of Credit (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 Credit Application under document Reference No.: AMBIZ/E/LC/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. We authorise you to make any additions or amendments to the shipping documents specified under the Letter of Credit which you deem necessary to ensure compliance with ICC Uniform Customs and Practice for Documentary Credits and/or government regulations. This Letter of Credit Application and any subsequent amendments to the Letter of Credit shall be subject to the prevailing International Chamber of Commerce Uniform Customs and Practice for Documentary Credits in so far as they are not expressly modified or excluded by the terms contained herein. Where the Documentary Credit permits reimbursement by the nominated bank, such reimbursement by the nominated bank is subject to International Chamber of Commerce Uniform Rules For Bank-to-Bank Reimbursements Under Documentary Credits. 2. We hereby declare that we are aware of and 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. |
| 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/LC/05-2020 |