In consideration of our request to you, AmBank (M) Berhad ("the Bank") to finance us under the Packing Credit Advances, 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 irrevocably and unconditionally undertake to settle and repay to the Bank on demand the sum advanced to us by the Bank together with interest accrued on the same at the pre-arranged percentage of interest above the prevailing or appropriate Bank Base Lending Rate (BLR) or Foreign Currency Rate, subject to fluctuation change and revision at the Bank’s discretion.

(ii) We authorise the Bank to debit any of our accounts with the Bank for payment of the sum payable to the Bank, the commission, fees, expenses, foreign exchange losses, costs (legal or otherwise) under and in connection with the Packing Credit Advances.

(iii) And if as a result of such debit the account 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 amount 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 Packing Credit Advances, save and except where such debiting was directly attributable to the Bank’s gross negligence, willful default or fraud.

2. If at our request the Bank agrees to the Packing Credit Advances being repaid or settled earlier than anticipated or prior to the scheduled maturity in the relevant Application, we agree that we may be liable to pay additional interest costs or break funding costs, if an interest adjustment occurs and other bank’s charges.

3. 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.

4. We hereby irrevocably and unconditionally undertake:

(i) To provide and lodge with the Bank the original or copy, as the case maybe Documentary Letter of Credit, Purchase Order, Export Sales Order, Sales Order or Email Order and we shall not accept any amendment or cancellation of the Documentary Letter of Credit, Export Sales Order, Sales Order and Email Order without the Bank’s consent. Acceptance of any amendments mentioned is at the Bank’s discretion.

(ii) To present all relative drafts and shipping documents under the Documentary Letter of Credit or Collection Bills to the Bank for negotiation, purchase or discount thereafter.

(iii) To present all relative drafts and shipping documents under the Purchase Order, Export Sales Order, Sales Order and Email Order to the Bank for collection.

(iv) To authorise the Bank to reimburse itself from or out of the proceeds of the negotiation, purchase, discount or collection for repayment or settlement of the Packing Credit Advances and undertake to pay the shortfall, if any, remaining unsatisfied or unpaid, on demand by the Bank.

(v) To act as the Bank’s agent (depository, trustee, storekeeper, forwarding agents, etc) in dealing with and/or shipping the goods. To hold and store the goods properly and fully insured against all insurable risks for the full value of the Documentary Letter of Credit, Collection Bills, Purchase Order, Export Sales Order, Sales Order or Email Order and to deliver the policy or policies of such insurance duly endorsed or held to the Bank’s order as the Bank may require. In the event of loss, stolen or damage to the goods, the insurance proceeds must be paid to the Bank. In case of the value of the goods in question, at any time, falling below the amounts advanced such deficiency or shortfall shall be made up or make good by cash payment forthwith on demand by the Bank. The goods are and shall be at our sole risk.

(vi) Without prejudice to provisions 1(i) and 3(ii), to repay to the Bank without delay on demand such advances with interest plus all charges, costs, losses (including foreign exchange losses) and expenses incurred, should we fail to tender the Bank the relative drafts and shipping documents called for in the Documentary Letter of Credit, Collection Bills, Purchase Order, Export Sales Order, Sales Order or Email Order or should the drafts drawn thereunder not be paid or honoured by the drawees or buyers or by the Documentary Letter of Credit Issuing Bank.

(vii) Save and except where such events were directly attributable to the Bank’s gross negligence, willful default or fraud, to fully indemnify and hold the Bank at all times harmless and indemnified from and against all losses (including foreign exchange losses), claims, demands or other consequences that may arise from the Bank agreeing to make such advance to us or result of our breach or non-compliance with the Strategic Trade Act 2010.

5. The underlying trade transactions related to the Packing Credit Advances are genuine and we hereby represent and warrant that we have not and will not obtain any other financing for the same documents or transactions from other banks or financial institutions.

6. Any dispute between us and the Bank arising from the Packing Credit Advances 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 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 (BNM), 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) 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 Section 2 of the Companies Act 2016) incorporated inside or outside of Malaysia.

8. 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 Packing Credit Advance Application form from this website, we hereby confirm that we have been reminded to read, understand and acknowledge the Terms and Conditions for Packing Credit Advance Application stated herein and fully authorise the Bank to proceed with the provision of the service.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **PACKING CREDIT ADVANCE APPLICATION** | | | | | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | | | Date of Application: | | | | |
| 1. Seller/Exporter (Full Name & Address):  3. Customer Ref. No.: | | | | | | 2. Buyer/Importer (Full Name & Address): | | | |
| 4. Financing Amount Required (Currency & Figures): | | | | | | 5. Required Financing Tenor (In Days) or Maturity Date: | | | |
| 6. Description Of Goods: | | | | | | | | | |
| 7. Packing Credit Advance Against:  Export LC No.:  Issued By:  \*Purchase Order/Export Sales Order/Sales Order/Email Order No.:  \*Collection Bill/Open Account: | | | | | | | | | |
| 8.Documents  Enclosed: | Original LC | LC Amendment | Purchase Order | Export  Sales Order | | | Sales Order | Email Order |  |
| Original |  |  |  |  | | |  |  |  |
| Copies |  |  |  |  | | |  |  |  |
| 9. Bank Charges:  Please Debit Our Account No.:  With You For All Your Bank’s Charges, Commission, Fees, Out-Of Pocket Expenses, Etc. | | | | | | | | | |
| 10. Disbursement Instructions:  Upon Creation Of The Packing Credit Advance:  Please Remit Proceeds To:  Supplier Name And Supplier’s Bank Name :  Account No.:  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.:  AMBIZ/E/PCA/09-2022 | | | | | | | | | |

|  |
| --- |
| **AmBank (M) Berhad** (196901000166 (8515-D))  **PACKING CREDIT ADVANCE APPLICATION – cont’d** |
| 11. Settlement Instruction:  On Maturity Of The Packing Credit Advance, You Are Authorised To Debit Our Ringgit/Foreign Currency Account No.: |
| 12. Additional Instructions: |
| 1. In consideration of our request to you, AmBank (M) Berhad to finance us under your Packing Credit Advance (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 Packing Credit Advance Application under document Reference No.: AMBIZ/E/PCA/09-2022 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 with AmBank (M) Berhad. 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 BNM 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.  **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/PCA/09-2022 |