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**SHIPPING GUARANTEE/ ADVANCE ENDORSEMENT OF TRANSPORT DOCUMENT APPLICATION**

**TERMS AND CONDITIONS (**Document Reference No.: AMBIZ/E/SG/02-2020)

In consideration of you, AmBank (M) Berhad (‘the Bank’) agreeing at our request to sign jointly with us the “Letter Of Indemnity For Non-Surrender Of Bill Of Lading” (‘Shipping Guarantee’) or to “Advance Endorse the Transport Document” (‘Advance Endorsement’), we irrevocably and unconditionally agree to fully abide by the following Terms and Conditions: -

1. In relation to the Shipping Guarantee/ Advance Endorsement issued by the Bank, we hereby:

(i) confirm that no other bank(s) is/are involved in this transaction.

(ii) declare that neither the goods nor the shipping documents (including transport documents) have been mortgaged, charged, hypothecated or pledged to any person, bank, company or firm or any third party and we hereby further undertake and agree that neither the goods nor the shipping documents will be so mortgaged, charged, hypothecated or pledged without the Bank’s written consent.

(iii) undertake and agree to indemnify the Bank fully against all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said delivery, and to reimburse the Bank immediately on demand against all payments made by the Bank or claims, losses, expenses, costs and damages which the Bank may suffer in respect of such consequences and/or liabilities, including foreign exchange losses, 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 delivery aforesaid.

(iv) allow the Bank at their absolute discretion and without reference to us notwithstanding any instructions by us to the contrary to compromise, settle, pay or resist any claim arising out of the release of the goods to us without releasing us from our liability to the Bank.

(v) agree to hold and properly store the goods as the Bank’s property with liberty to sell and account for and paying the proceeds to the Bank as soon as they are received. Until the proceeds are remitted to the Bank, we shall hold the same in trust for the Bank.

(vi) agree to keep the goods fully insured at our expense and charge, the policy money being claimed and payable to the Bank in case of loss or theft or pilferage or damaged and undertake to furnish proof of this at any time, if requested by the Bank.

(vii) 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 hereof).

2. We hereby agree to waive all rights that we may have at law to reject the shipping documents (including Transport Documents) presented under the Documentary Letter of Credit, Collection Bill, Purchase Order, Export Sales Order, Sales Order and Email Order and agree to accept the shipping documents as presented.

3. We undertake to accept/pay all drawings or drafts drawn under the Documentary Letter of Credit, Collection Bill, Purchase Order, Export Sales Order, Sales Order and Email Order notwithstanding and in spite of any irregularities or discrepancies between the documents called for thereunder and the shipping documents presented/received.

4. We further agree: -

(a) that the Bank has the absolute discretion to decide whether or not to: -

(i) examine the shipping documents presented; and

(ii) accept or reject the discrepancies or discrepant documents without referring or assigning any reason for the rejection to us.

(b) that upon receipt of the Bills of Lading or other title or accompanying documents for the said goods we shall immediately redeem the Shipping Guarantee to the Bank for cancellation.

(c) that should the Shipping Guarantee not be redeemed from the Bank within three months from the respective date of issue we shall pay the Bank a penalty commission or fee in accordance with the Bank’s tariff of charges.

(d) to pledge and deliver to the Bank the goods/related title or accompanying documents to the goods when we receive them.

(e) that our obligations hereunder shall remain in full force and effect until the Shipping Guarantee is returned to the Bank for cancellation and until the due payment of all drafts pertaining to the said goods.

(f) that our obligations hereunder shall not be limited or in any way affected by the value of the said goods.

5. We authorise the Bank to debit any of our accounts with the Bank for payment of the sum payable by us to the Bank, the commission, fees, expenses, foreign exchange losses, costs (legal or otherwise) under and in connection with the aforesaid Shipping Guarantee/ Advance Endorsement **or as a result of our breach or non-compliance with the Strategic Trade Act 2010.**

6. 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 thereon at such rate or rates as determined or 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).

7. 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 utilized to settle the amount due in connection with the Shipping Guarantee/ Advance Endorsement.

8. We hereby acknowledge that: -

(i) unless expressly stated otherwise, the parties agree that any charges, commissions, fees, expenses or similar amount to be used in the calculation of such charges, commissions, 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 the 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.

9. Any dispute between us and the Bank arising from the aforesaid Shipping Guarantee/Advance Endorsement 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.

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**SHIPPING GUARANTEE/ ADVANCE ENDORSEMENT OF TRANSPORT DOCUMENT APPLICATION**

**TERMS AND CONDITIONS (**Document Reference No.: AMBIZ/E/SG/02-2020) **– cont’d**

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

11. 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 Shipping Guarantee/ Advance Endorsement of Transport Document Application form from this website, we hereby confirm that we have read, understood and acknowledged the Terms and Conditions for Shipping Guarantee/ Advance Endorsement of Transport Document 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))  **SHIPPING GUARANTEE/ ADVANCE ENDORSEMENT OF TRANSPORT DOCUMENT** | | | | | |
| Please mark  where applicable  \* Delete whichever is not applicable | | | Date of Application: DD/MM/YYYY | | |
| Shipping Guarantee For Non-Surrender Of Bill Of Lading  Advance Endorsement Of Transport Document | | | | | |
| 1. Applicant/Buyer (Full Name & Address):          3. Customer Ref. No.: | | | 2. Shipper/Seller/Consignor (Full Name & Address): | | |
| 4. Goods/Invoice Value (Currency & Figures): | | 5. Vessel Name & Voyage No./Flight No.: | | | 6. Name Of Shipping Agent/Freight Forwarder: |
| 7. Port/Airport Of Loading: | | 8. Port/Airport Of Discharge/Unloading: | | |  |
| 9. Consignee (Name & Address):  To The Order Of AmBank (M) Berhad  OR | | | | | |
| 10. Mark(s) And No(s):  Container No(s): | 11. Number Of Packages :  Description Of Goods: | | | | 12. Gross Weight And Measurement: |
|  |  | | | |  |
| 13. **The Above Mentioned Shipping/Transport/Delivery Documents Relate To**: | | | | | |
| Letter Of Credit No.:  Collection Bill No.: | | | | Others And Ref. No.: | |
| 14. **Bank Charges**:  Please Debit Our Account No.:  With You For All Your Bank’s Charges, Commission, Fees, Out-Of-Pocket Expenses And The Margin Deposit Of RM  As Required By Your Goodselves. | | | | | |
| 1. In consideration of you, AmBank (M) Berhad agreeing at our request to issue the Shipping Guarantee in the absence of the relative shipping documents or without production of the Original Bill Of Lading, to counter-sign the "Letter Of Indemnity For Non-Surrender Of Bill Of Lading" or to “Advance Endorse” the Transport Document, to enable us to obtain the release and take possession of the goods to which the Transport Document relates, we hereby irrevocably and unconditionally agree to fully abide by the Terms and Conditions for Shipping Guarantee/ Advance Endorsement Of Transport Document under document Reference No.: AMBIZ/E/SG/02-2020 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. 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 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/SG/05-2020 | | |  | | |