

## DOCUMENTARY COLLECTION AND/OR NEGOTIATION

### Terms and Conditions

In consideration of our request to you, Affin Bank Berhad ('the Bank') to negotiate, purchase and/or discount bills/documents drawn under a Documentary Credit or a Collection and/or to act as a Remitting Bank in respect of bills/documents drawn by us, we hereby agree to abide by the following Terms and Conditions.

a) Bills / Documents drawn under Documentary Credit

It is hereby understood and agreed that by way of your negotiation, purchasing or discounting of our bills / documents drawn under the said documentary credit, we hereby agree to hold you harmless from all losses and/or damages arising as a consequence of non-payment / non-acceptance of the drafts/documents so negotiated, purchased or discounted.

We further undertake to refund you the Ringgit/foreign currency advanced to us upon your notice to us of Non-Payment/Non-Acceptance of the bills/documents and herewith authorise you to debit our account with the amount of the bills/documents together with interest at your prevailing rates and all other incidental charges, costs and/or expenses incurred.

b) Bills / Documents not under Letter of Credit

It is herewith agreed and understood that:

1. this Collection is subject to the Uniform Rules for Collections published by the International Chamber of Commerce currently in force.
2. all items and documents are received for transmission by mail or other means at our risk, without liability to the Bank and may be routed through any of the Bank's branches or correspondents subject to their regulations or be sent directly to drawee or paying agent for payment without responsibility on the Bank's part for any negligence, default, failure or insolvency of any correspondent, agent or sub-agent or for any delay in remittance, loss in exchange or loss of items or its proceeds in the course of the collection.
3. any amount paid or advanced to us may be charged back at any time without prior notice to us prior to receipt of payment by the Bank.
4. this collection is subject to your terms and conditions and those of your correspondents, agents or sub-agents as well as to the laws and regulations prevailing in the countries concerned.
5. in the event the correspondent bank is designated by us to handle this collection, we hold Affin Bank harmless from all consequences thereof as a result of the use of the said correspondent bank.
6. the bank reserves to charge us an amount at the discretion of the bank in the event of dishonor of drafts/documents by payment / acceptance. I/we authorize you to debit my/our account with all your charges/

c) I/We agree to abide by the terms and conditions outlined herein and/or other relevant Agreements which have been and will be advised to me/us by you and currently in force. We also agree that the Terms and Conditions may be modified/amended with out prior notice to us at any time.

d) I/We agree that the transaction will be subject to Uniform Customs and Practice for Documentary Credits (2007) Revision, I.C.C. Publication No 600 where applicable.

**By downloading, printing and submitting the Documentary Collection and/or Negotiation Form from this website to the Bank, we hereby confirm that we have read and understood the Terms and Conditions for Documentary Collection and/or Negotiation stated herein.**

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