

DOCUMENTARY CREDIT APPLICATION

Terms and Conditions

In consideration of our request to you, Affin Bank Berhad ('the Bank') to issue the irrevocable Documentary Credit ('the Credit') for our account and in accordance with our application, we hereby agree to abide by the following Terms and Condition.

1. To accept or pay upon presentation all drafts / documents drawn pursuant thereto.
2. To pay at maturity in legal tender of place of payment, at your office all drafts / documents drawn pursuant thereto together with interest at your rate, rate at time of such drafts / documents from date thereof to approximate arrival date of remittance at place where cover is to be provided at the current drawing rate on the date of actual payment for your correspondent draft at sight on the place at which cover is to be provided, together with all expenses incurred by you in connection with the said draft and/or relative merchandise.
3. To pay on demand your commission which shall be determined by the bank from time to time, on the full amount of the credit.
4. Until the payment of every indebtedness and liability absolute or contingent which now is or hereafter may become due and owing by the undersigned to you on any transaction now or hereafter had with you, including transactions under other letters of credit, the undersigned agree that the title and ownership of all goods shipped under or in connection with the said credit or in any way relating thereto whether or not released to the undersigned against trust or bailee receipt and/or of the proceeds of such goods and of all bills of lading, policies or certificates of insurance or other documents given therefore shall be, and the undersigned hereby gives you full power and authority at your discretion by yourselves or through agents at any time to have and take possession thereof and of all policies or certificates of insurance thereon, and proceeds of such policies and certificates and to hold and/or collect the same or under the terms expressed below, to dispose thereof at any time and irrespective of the maturity of the drafts or acceptance under the said credit.
5. In the absence of written instructions given by the undersigned, expressly to the contrary, the undersigned authorise you and your correspondents to receive and accept as bills of lading under the said credit, any documents issued by or on behalf of any carrier, which acknowledge receipts of goods for transportation, whatever the specific provisions of such documents and the date of each such documents to be regarded as the date of bills of lading and/or shipment within the terms of said credit, and the undersigned authorise you or your correspondent to accept as sufficiently evidencing "Insurance" under the said credit, either policies or certificate of such insurance.
6. The undersigned assume all risks of acts of any person using the said credits who are hereby accepted as the agents of the undersigned together with all responsibility for the character, kind, quality, quantity delivery or existence of the merchandise purporting to be represented by any documents and / or for any difference of character, quantity of merchandise shipped under this credit from that expressed in any invoice accompanying any of said drafts/documents and / or for the validity, genuineness from or correctness of any documents, even if such documents, should in fact prove to be in any all respects incorrect, defective, irregular, fraudulent or forged and/or for time, place, manner or order in which shipment is made and/or for partial incomplete shipment and/or for failure or omission to ship any or all of the merchandise referred to in the credit and/or for the character adequacy, validity or genuineness of any insurance, or policy or certificate of insurance or the solvency or responsibility of any insurer or any other risks connected with insurance and/or for any delay, default, fraud or deviation from instructions of the shipper or any one else in connection with said merchandise or the shipping or other documents with respect thereto and/or for delay in arrival or failure to arrive either of the merchandise or of any of the said documents and/or for any breach of contract between the shippers or vendors and the undersigned hereby agree not to claim from you damages or hold you in any manner responsible for any delay, oversight, mistake or negligence on your part or on the part of any of your agents or sub agents in issuing the credit or in complying with any instructions of the undersigned or otherwise in relation to the application and the said credit and the undersigned will hold you harmless from all loss or damage in respect of any such matters and from any or all damage and loss whatsoever suffered by you by reason of any/ all action taken by you or your correspondent in good faith, in furtherance of our request, or due to errors, omissions, interruptions or delays in transmission of delivery of any and all messages by mail cable, telegraph or wireless, whether or not the same be in cypher.
7. The undersigned agree to be responsible to procure promptly the necessary import / and export and /or other licences for the said merchandise and will keep the same adequately covered by the policies of fire, marine and war risks insurance, in companies satisfactory to you, assigning the policies or certificates of insurance to you or making the loss or adjustment if any payable to you at your option.
8. And the undersigned agree to give you on demand any further or other security you may require, and further agree that any and all other funds, credit instruments, property, securities and proceeds thereof including any and all collection items and proceeds hereof now or hereafter handed to you or for any purpose left in your possession by the undersigned or their account, or at their disposal for transit to or from you by mail or carrier for any of the said purpose are hereby held as security for this obligation and also for any other obligations and/or liabilities absolute or contingent due or not due, which are or may at any time be owing by the undersigned to you and may be, held or disposed off as you may see fit and applied toward payment of any and all such obligations and liabilities all of which in the event of default by the undersigned in any part thereof or of bankruptcy, insolvency, receivership or general assignment of the undersigned shall be subject to your option forthwith become due and payable and the undersigned hereby authorise you if any obligation covered by this instrument or any other indebtedness due from the undersigned to you shall not be punctually met forthwith without further demand or notice or advertisement of any kind all of which are hereby expressly waived to sell or otherwise dispose of the whole or any part of said funds, credits, instruments, property and securities, arrived and/or arrived at any broker's exchange or by public

or private sale or otherwise, at your option with permission to recover in whole or in part without accountability save for the purchase price and free from any right of redemption which is hereby waived and released and to apply the nett proceeds thereof against any obligations or liabilities of the undersigned to you however arising.

9. The receipt by you at any time of other collateral of whatsoever nature shall not be deemed a waiver of any of your rights or powers relating to any collateral which you may hold at the time of receipt.
10. This obligation shall continue to be in force notwithstanding any change in membership of any partnership of the undersigned whether arising from the death or retirement of one or more partners or the accession of one or more new partners.
11. This letter of credit can be revoked or altered only with the consent of all parties interested.
12. The documents accepted in connection with this credit may be those which are generally acceptable in accordance with the laws customs and usages at the place of negotiation.
13. This will also constitute an agreement between the undersigned and your correspondent whom you may employ (as you are at liberty to do) for the purpose and in connection with this credit agreement.
14. I/we authorise you to debit my/our account with you all your charges, on account of this credit, including amendments extensions of the credit, as well as charges levied by your overseas correspondents or Agents.
15. 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 us by you and currently in force. We also agree that the Terms and Conditions may be modified/amended without notice to us at any time.
16. I/We agree that the credit will be subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision, I.C.C. Publication No 600.

By downloading, printing and submitting the Documentary Credit Application Form from this website to Affin Bank Berhad, I/We hereby confirm that I/We have read and understood the Terms and Conditions for Documentary Credit stated herein.

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