

## Documentary Collection and/or Negotiation Form

Drawer / Beneficiary (name and address)  Company / Business Registration No:	Drawee / Applicant (name and address)																													
Tenor: <input type="checkbox"/> Sight <input type="checkbox"/> _____ days from _____	Amount (in figures)																													
Attached documents are as listed (Specify number of copies)																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="2">Bill of Exchange</th> <th colspan="3">Invoices</th> <th colspan="2">Bill of Lading</th> <th rowspan="2">Airway Bill</th> <th rowspan="2">Delivery Order</th> <th rowspan="2">Insurance Policy/Cert</th> <th rowspan="2">Cert of Origin</th> <th rowspan="2">Packing List</th> <th rowspan="2">Weight List</th> </tr> <tr> <th>Commercial</th> <th>Consular</th> <th>Custom</th> <th>Original</th> <th>Non-Neg</th> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Bill of Exchange	Invoices			Bill of Lading		Airway Bill	Delivery Order	Insurance Policy/Cert	Cert of Origin	Packing List	Weight List	Commercial	Consular	Custom	Original	Non-Neg													
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	Commercial	Consular	Custom	Original	Non-Neg																									
Other Documents (please specify):																														
Description of Goods:																														

**A. Presentation of documents drawn under LC No.:** \_\_\_\_\_ **Issued by :** \_\_\_\_\_

Request for Purchase / Discount / Negotiation
  Presentation to Issuing / Confirming bank for payment/acceptance

Subject to ICC Uniform Customs and Practice for Documentary Credits' currently in force

**B. Documentary Collection**

Request for purchase/discount with recourse on us
  Collection of proceeds

i) Deliver documents against
  Payment
 Acceptance
iii) Advise by SWIFT for
 Payment / Non-payment
 Acceptance / Non-acceptance

ii) Protest for
  Non-payment
 Non-acceptance

**Charges/Interest:**

All charges (including Collecting Bank's charges) to be paid by us.  
 Your charges to be collected from drawee.  
 Your charges to be paid by us.  
 Interest to be collected from drawee at \_\_\_\_\_ %p.a. from \_\_\_\_\_ until \_\_\_\_\_.  
 Waive interest and/or collection charges if refused by the drawee and charge them to us.  
 Do not waive interest and/or collection charges if refused by the drawee.

**Other Instructions:**

\_\_\_\_\_

\_\_\_\_\_

Subject to ICC Uniform Rules for Collection currently in force

<p><b>C. Instruction on Charges and Disposal of Proceeds</b></p> <p> <input type="checkbox"/> Please credit our A/C No: _____ / FCA No: _____ / CASDF A/C No: _____ with you immediately upon your purchase/discount/negotiation of this bill.                 </p> <p> <input type="checkbox"/> Please credit our A/C No: _____ / FCA No: _____ / CASDF A/C No: _____ with you upon receipt of payment in accordance to LC terms.                 </p> <p> <input type="checkbox"/> Please credit A/C No _____ / FCA No: _____ / CASDF A/C No: _____ with you upon receipt of collection proceeds.                 </p> <p> <input type="checkbox"/> Other instructions (Specify) _____                 </p> <p> <input type="checkbox"/> Please debit our A/C No _____ for charges (in Ringgit Malaysia)                 </p> <p> <input type="checkbox"/> Please apply rate against FX contract No. _____ Date : _____ for _____                 </p>	<p>We enclose the documents as listed above for disposal in accordance with our instructions marked with a cross (x). We agree to be bound by the General Terms and Conditions appearing on the reverse hereof.</p> <p>Name, Stamp and Authorised Signature (s) Date:</p>
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Presentation/Negotiation of Documents drawn under Letter of Credit

It is herewith agreed and understood that:

1. by way of **Affin Bank Berhad (the Bank)** negotiation of our drafts/documents drawn under the said letter of credit, we hereby agree to hold the Bank harmless from all losses and/or damages arising as a consequence of non-payment / non-acceptance of the drafts/documents so negotiated.
2. we further undertake to refund the Bank the Ringgit/foreign currency advanced to us upon the Bank's notice to us of Non-Payment/Non-Acceptance of the drafts/documents and herewith authorise the Bank to debit our account with the amount of the drafts/documents together with interest/profit at the Bank's prevailing rates and all other incidental charges, costs and/or expenses incurred
3. this presentation and examination of documents are subject to The Uniform Customs & Practice for Documentary Credits published by International Chamber Of Commerce currently in force.

Presentation of Documents under Documentary Collection

It is herewith agreed and understood that:

1. 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.
2. 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.
3. this collection is subject to the Bank's 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.
4. in the event a correspondent is designated by us to handle this collection, we hold the Bank harmless from all consequences thereof as a result of the use of the said correspondent.
5. 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.
6. this collection is subject to the Uniform Rules for Collections published by the International Chamber of Commerce currently in force.

General

In consideration of the Bank handling or otherwise financing any documents presented by me/us,

1. this presentation is subject to the prevailing Notices on Foreign Exchange Administration Rules and Directions issued by Bank Negara Malaysia pursuant to Financial Services Act 2013 / Islamic Financial Services Act 2013 and amendments thereto (collectively, "FEA Rules")
2. I/we undertake to comply with FEA Notice 7 Export of Goods issued by Bank Negara Malaysia and to obtain Bank Negara Malaysia's approval in events we do not receive export proceeds of goods in ringgit or foreign currency in full in Malaysia within 6 months from the date of export.
3. The Bank reserves the right to immediately convert 75% of the total foreign currency proceeds from export of goods into ringgit if it does not receive any conversion request from me/us;
  - i. the same business day for foreign currency proceeds received before 12.00 pm;
  - ii. the next business day for foreign currency received from 12.00 pm onwards; or
  - iii. the next business day for foreign currency received on a non banking day.
4. The Bank shall have the right of full recourse against me/us for any negotiation/ purchase pursuant to the application for the bill amount, irrespective of the terms of the documentary collection or letter of credit or whether the documentary collection or letter of credit is not accepted or not paid due to any reason
5. We shall be liable for all charges including interest and Goods and Service Tax (wherever applicable) that is payable in connection with or arising out of this application, facility, services or in connection with or arising herein. As such, I/we without prejudice to any other provision, authorise the Bank to debit my /our account held with the Bank for such amount/s accordingly.
6. I/We, represent, warrant and confirm to the Bank that we have duly obtained all regulatory permits, licenses, approval or consents and have complied with all national and international laws, orders and regulations including but not limited to the **Strategic Trade Act 2010**(as amended or supplemented from time to time) (Collectively, "Laws & Regulations") in respect of and in connection with all our trade businesses, activities and transactions including but not limited to imports, exports, transshipment, transit of goods, provision of technical assistance or brokering under the **Strategic trade Act 2010** (collectively, "Activities"). We further represent, warrant and confirm that the items, goods and/or services in respect of and in connection with all our Activities are not prohibited, restricted or in contravention of any Law & Regulations.
7. The Bank shall have the discretion, without assigning any reason whatsoever, to decline any application or instruction if the Bank suspects that such application or instruction is not in compliance with applicable Law & Regulations or sanctions or if the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any Law & Regulations has been, or will be, committed. The Bank may do anything necessary to comply with such Law & Regulations, directive or sanction and will not be liable for any loss, damage costs or expenses incurred or suffered as a result.
8. The Bank is not liable or responsible for any loss, damage costs and expenses arising out of or in relation to occurrence of an event relating to specific sanctions and regulations imposed & enforced against certain individuals, entities or jurisdictions by United Nations, European Union or other Governmental authorities, where under these measures the Bank and/or other parties may be unable to proceed with the transaction which may involve breach of these sanctions & regulations.
9. any statement of account rendered by the Bank to us shall be binding on us save for manifest errors.