**DOCUMENTARY COLLECTION AND/OR NEGOTIATION FORM**

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| Drawer / Beneficiary name and address)    Company / Business  Registration No:  Ref No: | | | | | | Issuing Branch | | | | | | |
| Drawee / Applicant (name and address) | | | | | | Tenor | | | | | | |
| Sight | | | day’s sight from | | | |
| Amount (in figures) | | | | | | |
| Attached documents attached are listed below: (Specify number of copies) | | | | | | | | | | | | |
| 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 |
|  |  |  |  |  |  |  |  |  | |  |  |  |
| Other Document: (Please Specify) | | | | | | | | | | | | |
| Description of Goods | | | | | | | | | | | | |

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| --- | --- | --- | --- | --- |
| 1. 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. | | | | |
| 1. Documentary Collection   Request for purchase/discount with recourse on us  Deliver documents against:  payment  acceptance  Acceptance/Payment may be deferred pending arrival of vessel carrying goods  Protest for  Do NOT protest  non-payment  non-acceptance | | Collection of proceeds  Advise by SWIFT for  Payment /Non-payment  Acceptance/ Non-acceptance | | |
| PLEASE INSTRUCT COLLECTING BANK TO   * advise non-acceptance and/or non-payment by   cable  airmail | * advise payment and/or acceptance & due date by   cable  airmail | | | * remit proceeds by   cable  airmail |
| Charges:  All charges (including Collecting Bank’s charges) to be paid by us.  Your charges are to be collected from drawee (s)  Your charges are to be paid by us  Waive collection charges if refused by the drawee(s) and charge them to us  Do not waive collection charges if refused by the drawee(s)  Other Instructions:    Subject to ICC uniform rules for collection currently in force. | | | |  |
| 1. Instruction on Charges and Disposal of Proceeds.   Please credit my/our A/C No:      /FCA No:      /CASDF A/C No:       with you immediately upon your purchase/negotiation/discounting of this bill.  Please credit my/our A/C No.      /FCA No:      /CASDF A/C No:       with you only upon receipt of payment in accordance to LC-i terms  Please credit A/C No      /FCA No:      / CASDF A/C No:       with you upon receipt of collection proceeds.  Other instructions (Specify)  Please debit my/our /C No       for charges (in Ringgit Malaysia)  Please apply rate against FX contract No       Date:       for | | | * I/We enclose the documents as listed above for disposal in accordance with our instructions marked with a cross (x). * I/We agree to be bound by the Terms and Conditions appearing on the reverse of this page. REMINDER: The applicant/customer is reminded to read and understand the terms and conditions in this form before signing below. In the event there are any terms and conditions in this form that the applicant/customer does not understand, the applicant/customer is advised to seek independent advice and/or discuss further with the Bank’s representative before signing below.   Name, Stamp and Authorised Signatory(s)  Date: | |

1. **TERMS AND CONDITIONS**:

**For Application for Negotiation Drafts under Letter of Credit - i (“LC-i”)**

It is agreed and understood that:

1. pursuant to this form and in consideration of Affin Islamic Bank Berhad’s (“the Bank”) negotiation of my/our draft/documents drawn under the above LC-i as per the attached shipping documents, I/we agree to hold the Bank harmless for all losses or damages caused to the Bank in consequence of non-payment/non-acceptance of the drafts/documents so negotiated.
2. I/we further undertake to refund to the Bank the Ringgit/foreign currency advanced to me/us upon the Bank’s notice to me/us of non-payment/non-acceptance of the drafts/documents, and authorise the Bank to debit my/our account with the Malaysian ringgit equivalent of or amount of the drafts/documents (if in Malaysian Ringgit) together with profit at the Bank’s prevailing rates and all other incidental charges, costs, or expenses incurred.
3. I/we authorise the Bank to debit my/our account with the Bank for all charges including discount, profit and Sales and Services Tax (if applicable).
4. this presentation and examination of drafts/documents are subject to The Uniform Customs & Practice for Documentary Credits published by International Chamber of Commerce currently in force.
5. **TERMS AND CONDITIONS:**

**For:**

1. **Application to Purchase/Discount the Enclosed Bill with Recourse to me / us; and**
2. **Application to Send the Enclosed Bill for Collection**

It is agreed and understood that:

1. all documents are received for transmission by mail or other means at my/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 the drawee or maker or paying agent, for payment in cash or credit to the transmitting bank or draft or certification of the drawee, maker, paying or other bank without responsibility on the Bank’s part for any negligence, default, failure or insolvency of any correspondents, agents or sub-agents or for any delay in remittance, loss in exchange or loss of item or its proceeds during transmission in the course of collection unless the same is directly caused by the Bank’s gross negligence, wilful default or fraud.
2. in receiving documents for collection, the Bank acts only as a collecting agent and has no obligation to examine the documents beyond the exercise of reasonable care.
3. any amount paid or advanced to me/us may be charged back at any time prior to receipt of payment by the Bank.
4. this collection is subject to the Bank’s terms and conditions and to those of the Bank’s correspondents, agents and sub-agents as well as to the laws and regulations in the countries concerned.
5. the Bank shall exercise due diligence in the selection of the Bank’s agents. In the event a correspondent is designated by me/us to handle this collection, I/we shall hold the Bank harmless from all consequences as a result of the use of the said correspondent.
6. the Bank reserves the right to charge me/us an amount at the discretion of the Bank in the event of dishonour of drafts/documents by payment/acceptance.
7. I/we authorise the Bank to debit my/our account with the Bank for all charges including discount, profit and Sales and Services Tax (if applicable).
8. in consideration of the exchanges of commodity, I/we authorize the Bank to:
9. apply the proceeds of the relative export bill which is subject to the Bank’s control to discharge the Accepted Bill-i/substitution bill on maturity;
10. debit my/our account for any shortage, if the proceeds of the export bill are not sufficient to discharge the Accepted Bill-i/ substitution bill;
11. debit my/our account for the face value of the Accepted Bill-i/substitution bill plus charges, if any, on or before the maturity date of the Accepted Bill-i/substitution bill; and
12. debit my/our account on the maturity date of the Accepted Bill-i/substitution bill if the proceeds of the export bill have not been received by me/us on the maturity date of the Accepted Bill-i/substitution bill.

In the event that the proceeds from the relative export bill is paid directly (whether intentionally or unintentionally) to me/us instead of the Bank, I/we undertake to remit the proceeds so received by me/us immediately to the Bank.

1. The collection is subject to the current Uniform Rules for Collections published by the International Chamber of Commerce currently in force.
2. **GENERAL TERMS AND CONDITIONS**

In consideration of the Bank handling or otherwise financing any documents presented by me/us, I/we agree: -

1. that this presentation is subject to the prevailing Foreign Exchange Notices issued by Bank Negara Malaysia pursuant to Financial Services Act 2013/Islamic Financial Services Act 2013 and any amendments to such acts.
2. and undertake to comply with Foreign Exchange Notice 7 Export of Goods issued by Bank Negara Malaysia.
3. that 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-i or whether the documentary collection or letter of credit-i is not accepted or paid for any reason.
4. to be liable for all charges including profit and Sales 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 from this application. I/We authorise the Bank to debit my/our account with the Bank for such amount(s) accordingly.
5. represent, warrant and confirm to the Bank that I/we have duly obtained all regulatory permits, licenses, approval and 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 my/our trade businesses, activities and transactions including but not limited to imports, exports, transhipment, transit of goods, provision of technical assistance or brokering under the Strategic Trade Act 2010(collectively, “Activities”). I/We further represent, warrant and confirm that the items, goods and/or services in respect of and in connection with all my/our Activities are not prohibited, restricted or in contravention of any Law & Regulations.
6. that the Bank shall have the discretion, without assigning any reason, 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.
7. that 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 and 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 and regulations.
8. that any statement of account rendered by the Bank to me/us shall be binding on me/us save for obvious error(s).