

DOCUMENTARY CREDIT-i APPLICATION FORM

1. Name of Issuing Bank		2. Name of Advising Bank [57A]	
3. Applicant (Full Name and Address) [50]:		4. Beneficiary (Full Name and Address) [59]:	
5. Type of application: <input type="checkbox"/> Wakalah <input type="checkbox"/> Murabahah		6. Date of this application:	
7. Expiry date [31D]:	Place [31D]:	8. <input type="checkbox"/> Issue by SWIFT	<input type="checkbox"/> Issue by airmail
9. <input type="checkbox"/> Transferable	<input type="checkbox"/> Revolving by time / value	10. Confirmation of credit-i to the beneficiary [49]: <input type="checkbox"/> Requested <input type="checkbox"/> Not Requested	
11. Amount in Figure and Words indicating the Currency [32B]:		12. Partial shipment [43P]: <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	
13. <input type="checkbox"/> Takaful/ Insurance will be covered by us (Takaful Certificate/ Insurance Policy/ Cover Note enclosed)		Transshipment [43T] <input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed	
15. Transportation Details:		14. Credit-i available by [41A):- a. <input type="checkbox"/> Sight Payment c. <input type="checkbox"/> Deferred Payment b. <input type="checkbox"/> Acceptance d. <input type="checkbox"/> Negotiation	
a. Place of Taking in Charge/Dispatch from/Place of Receipt [44A]:		With	
b. Port of Loading/Airport of Departure [44E]:		Against the documents detailed in this Application and [42C] beneficiary's drafts at sight drawn on [42A] Issuing Bank	
c. Port of Discharge/Airport of Destination [44F]:		16. Incoterms	
d. Place of Final Destination/For Transportation to/Place of Delivery [44B]:		a. <input type="checkbox"/> FOB	b. <input type="checkbox"/> FCA
17. Late shipment date [44C]:		c. <input type="checkbox"/> CFR	d. <input type="checkbox"/> CPT
18. Goods (brief description without excessive details) [45A/B]:		e. <input type="checkbox"/> CIF	f. <input type="checkbox"/> CIP
List of Documents required [46A/B]:		g. <input type="checkbox"/> Other terms	
19. <input type="checkbox"/>	Signed commercial invoice(s) in _____ copies	29. Takaful Certificate / Insurance Policy in the currency of the credit-i for not less than the CIF/CIP value plus 10% covering risk under the Institute Cargo Clauses.	
20. <input type="checkbox"/>	Full set clean on board bills of lading made to order of the Issuing Bank	a. <input type="checkbox"/> Clause A	b. <input type="checkbox"/> Clause B c. <input type="checkbox"/> Clause C
21. <input type="checkbox"/>	Combined transport document made to order of Issuing Bank	d. <input type="checkbox"/> War Risks	e. <input type="checkbox"/> Strikes f. <input type="checkbox"/> TPND
22. <input type="checkbox"/>	Air waybills consigned to Issuing Bank	g. <input type="checkbox"/> Other Clauses (Specify):	
23. <input type="checkbox"/>	Delivery order made out to Issuing Bank for account of the applicant	30. Other Documents (specify):	
24. <input type="checkbox"/>	Other transport document (specify)		
Notify Party:			
Transport documents indicating freight			
<input type="checkbox"/>	Prepaid	<input type="checkbox"/>	Payable at destination
<input type="checkbox"/>	Others (specify)		
25. <input type="checkbox"/>	Certificate of Origin _____ copies		
26. <input type="checkbox"/>	Certificate of analysis _____ copies issued by		
27. <input type="checkbox"/>	Packing list _____ copies		
28. <input type="checkbox"/>	Weight list _____ copies		
31. Documents to be presented within _____ days after the date of issuance of transport document / delivery order but within validity of the credit.			
32. Additional Instructions [47A] :			
33. [71B] All charges outside Malaysia are for account of		<input type="checkbox"/> Beneficiary	<input type="checkbox"/> Applicant
[71B] Confirmation charges, if any are for account of		<input type="checkbox"/> Beneficiary	<input type="checkbox"/> Applicant
34. We, [insert name of company and company number] request you to issue your irrevocable documentary credit for our account in accordance with the above instructions (marked with an X where appropriate). The credit-i will be subject to the current Uniform Customs and Practice for Documentary Credit, published by the International Chamber of Commerce, in so far as these are applicable. We agree to be bound by the general conditions appearing on the reverse of this Application.		36. Authorised Signature with Company Rubber Stamp	
35. Subsequently, we intend to obtain Murabahah Financing Facility-i as approved by the Bank <input type="checkbox"/>		Signature verified by:	

Terms and Conditions

1. The undersigned shall accept or pay upon presentation all drafts / documents drawn.
2. The undersigned shall pay at maturity in legal tender of place of payment, at your office all drafts / documents drawn together with profit at the rate specified in the letter of offer entered or to be entered into on such drafts / documents from date of the same to the 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 (if the letter of credit-i is not financed by the Bank) or the Hamish jiddiyah (Advance Deposit) of the selling price (if the letter of credit-i is financed by the Bank) which shall be determined by the bank from time to time, on the full amount of the letter of credit-i. I/We acknowledge/agree to the Bank's right to claims and/or to set-off the Hamish Jiddiyah (Advance Deposit) in part or in full, under circumstances as concluded so by the Bank.
4. Until the payment of every indebtedness and liability, absolute or contingent which may become due and owing by the undersigned to you on any transactions had with you, including transactions under other letters of credit-i, the undersigned agrees that the title and ownership of all goods shipped under or in connection with the said credit-i or in any way relating to the same whether or not released to the undersigned against a trust or bailee receipt and/or of the proceeds of such goods and of all bills of lading, certificates or policies of Takaful / Insurance or other documents given therefore shall be. The undersigned gives you full power and authority at your discretion by yourselves or through agents to have and take possession of the same and of all certificates or policies of Takaful / Insurance on the same, and proceeds of such policies and certificates and to hold and/or collect the same or under the terms expressed below, to dispose of the same at any time and irrespective of the maturity of the drafts or acceptance under the said credit-i.
5. In the absence of written instructions given by the undersigned, expressly to the contrary, the undersigned authorises you and your correspondents to receive and accept as bills of lading under the said credit-i, any documents issued by or on behalf of any carrier including lighterage receipt, which acknowledges receipts of goods for transportation, regardless of 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 the said credit-i. The undersigned authorises you or your correspondent to accept as sufficiently evidencing "Takaful / Insurance" under the said credit-i, either policies or certificate of such takaful / insurance.
6. The undersigned assumes all risks of acts of any person using the said credit-i who are 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-i from that expressed in any invoice accompanying any of said drafts and / or for the validity, genuineness, from or correctness of any documents. Even if such documents should in fact prove to be in any or all respects incorrect, defective, irregular, fraudulent or forged and/or for time, place, manner or order in which the shipment is made and/or for partial or incomplete shipments, referred to in the credit-i and/or for the character adequacy, validity or genuineness of any takaful / insurance, or certificate or policy of takaful / insurance or the solvency or responsibility of any insurer or any other risks connected with takaful / insurance and/or for any delay, default, fraud or deviation from instructions of the shipper or anyone else in connection with said merchandise or the shipping or other documents with respect to the same 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, the undersigned agrees not to claim from you damages or hold you in any manner responsible for any delay, oversight or mistake or negligence on your part or on the part of any of your agents or sub agents in issuing the credit-i or in complying with any instructions of the undersigned or otherwise in relation to application and the said credit-i. 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 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 agrees to procure promptly the necessary import / and export and other licences for the said merchandise and will keep the same adequately covered by the policies of fire, marine and war risks takaful/ insurance, in companies satisfactory to you, assigning the certificates or policies of takaful / insurance to you or making the loss or adjustment if any payable to you at your option.
8. The undersigned agrees to give you on demand any further or other security you may require, and further agrees that any and all other funds, credit-i instruments, property and securities and proceeds of the same including also any and all collection items and proceeds 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 purposes are security for this obligation and also for any and all other obligations and/or liabilities, absolute or contingent due or not due, which may be owing by the undersigned to you. Such security may be held or disposed of 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 of the same or of bankruptcy, insolvency, receivership or general assignment of the undersigned shall be subject to your option immediately become due and payable. The undersigned authorises you if any obligation covered by this instrument or any other indebtedness due from the undersigned to you shall not be punctually met immediately without further demand or notice or advertisement of any kind all of which are expressly waived, to sell or otherwise dispose of the whole or any part of said funds, credit-i, 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 to the purchasers in whole or in part without accountability, save for the purchase price and free from any right of redemption which is waived and released and to apply the net proceeds of the same against any obligations or liabilities of the undersigned to you.
9. The receipt by you at any time of other collateral 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 chance 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-i can be revoked or altered only with the consent of all parties interested.
12. That whenever shipments are made to ports other than Kuala Lumpur, we shall retire the bills on the demand of payment.
13. The documents accepted in connection with this credit-i may be those which are generally acceptable in accordance with the laws, customs and usages at the place of negotiation.
14. 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-i agreement.
15. I/we authorise you to debit my/our account with you all your charges including cost price, profit margin, Hamish jiddiyah and Reimbursement Bank Charges (if applicable), on account of this credit-i, including amendments extensions of their credit-i, as well as charges levied by your overseas correspondents or Agents.
16. I/We agree to abide by the terms and conditions of Uniform Customs and Practice for Documentary Credits (2007) Revision, I.C.C. Publication No 600 under which this letter of credit-i has been opened.

FOR BANK'S USE				
Margin / F. Deposit held	Remarks		Approved L/C-i Limit	Outstanding Balance
%	TR-i Limit:-			
Amount:-	Outstanding:-			
Charges	Overdue Items			
Commission	T/R -i:-		This L/C-i Amt	
Hamish Jiddiyah	Bills Receivable:-		@	
Reimbursement Bank Charges	Deferred L/C-i:-		Total	
Postage	Packing Credit:-		Within Limit/ Overdrawn by:-	
S/Duty	Others:-		Checked by:-	Approved by:-
Telex / Swift				
Others				
Total				
<u>Checklist:- Mark (/) if the following have been obtained / complied</u> <input type="checkbox"/> Takaful / Insurance Cover Note has been obtained where shipping terms is F.O.B /CFR <input type="checkbox"/> Country of Import not under any prohibition by Exchange Control / Sanctions. <input type="checkbox"/> Approval obtained on supplier. <input type="checkbox"/> No Overdue bills. <input type="checkbox"/> LI/TR-i/AB-i where applicable		Remarks		