******

**DOCUMENTARY CREDIT-i APPLICATION FORM**

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **Name of Issuing Bank:** | | | | | | | 1. **Name of Advising Bank [57A]:** | | | | | |
| 1. **Applicant (Full Name and Address) [50]:** | | | | | | | 1. **Beneficiary (Full Name and Address) [59]:** | | | | | |
| 1. **Type of application:**   Wakalah  Murabahah | | | | | | | 1. **Date of this application:** | | | | | |
| 1. Expiry date [31D]: | | | Place [31D]: | | | | 1. Issue by SWIFT | | | | Issue by airmail | |
| 1. Transferable | | | Revolving by time / value | | | | 1. **Confirmation of credit-i to the beneficiary [49]:** | | | | | |
| Requested | | | | Not Requested | |
| 1. **Amount in Figure and Words indicating the Currency [32B]:** | | | | | | | 1. **Partial shipment [43P]:**   Allowed  Not Allowed | | | | **Transhipment [43T]**  Allowed  Not Allowed | |
| 1. **Takaful/ Insurance will be covered by us (Takaful Certificate/ Insurance Policy/ Cover Note enclosed)** | | | | | | |
| 1. **Credit-i available by [41A]:-** | | | | | |
|  | | | |  | | | 1. Sight Payment | | | | * 1. Deferred Payment | |
| 1. **Transportation Details:** | | | | | | | * 1. Acceptance | | | | 1. Negotiation | |
| With | | | | | |
| 1. Place of Taking in Charge/Dispatch from/Place of Receipt [44A]: | | | | | | | Against the documents detailed in this Application and [42C] beneficiary’s drafts at       sight drawn on [42A] Issuing Bank | | | | | |
| 1. Port of Loading/Airport of Departure [44E]: | | | | | | | 1. **Incoterms   currently in   force** | 1. FOB | | | | 1. FCA |
| 1. Port of Discharge/Airport of Destination [44F]: | | | | | | | 1. CFR | | | | 1. CPT |
| 1. Place of Final Destination/For Transportation to/Place of Delivery [44B]: | | | | | | | 1. CIF | | | | 1. CIP |
| 1. **Latest shipment date [44C]:** | | | | | | | | g.  Other terms  Subject to ICC’s Incoterms currently in force | | | | |
| 1. **Goods (brief description without excessive details) [45A/B]:** | | | | | | | | | | | | |
| **List of Documents required [46A/B]:** | | | | | | | 1. **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.** | | | | | |
| 19 |  | Signed commercial invoice(s) in       copies | | | | |
| 20 |  | Full set clean on board bills of lading made to order of the Issuing Bank | | | | | 1. Clause A | 1. Clause B | | | | 1. Clause C |
| 21 |  | Combined transport document made to order of Issuing Bank | | | | | 1. War Risks | 1. Strikes | | | | 1. TPND |
| 22 |  | Air waybills consigned to Issuing Bank | | | | | g.  Other Clauses (Specify): | | | | | |
| 23 |  | Delivery order made out to Issuing Bank for account of the Applicant | | | | |
| 24 |  | Other transport document (specify) | | | | |
|  | Notify Party: | | | | | | 1. Other Documents (specify): | | | | | |
|  | Transport documents indicating freight :- | | | | | |
|  |  | Prepaid | |  | Payable at destination | |
|  |  | Others (specify) | | | | |
| 25 |  | Certificate of       Origin       copies | | | | |
| 26 |  | Certificate of analysis       copies issued by | | | | |
| 27 |  | Packing list       copies | | | | |
| 28 |  | Weight list       copies | | | | |
| 1. Documents to be presented within       days after the date of issuance of transport document / delivery order but within validity of the credit-i [48]. | | | | | | | | | | | | |
| 1. Additional Instructions [47A] : | | | | | | | | | | | | |
| 1. [71B] All charges outside Malaysia are for account of | | | | | | Beneficiary | | | | Applicant | | |
| [71B] Confirmation charges, if any are for account of | | | | | | Beneficiary | | | | Applicant | | |
| 1. I/We, [insert name of company and company number] request you to issue your irrevocable documentary credit-i for our account in accordance with the above instructions (marked with an X where appropriate). The documentary 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 Terms and Conditions appearing on the reverse of this page. 2. Subsequently, we intend to obtain Murabahah Financing Facility-i as approved by the Bank   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. | | | | | | | 1. Authorised Signatory(ies) and Company Rubber Stamp | | | | | |
| Signature verified by: | |  | | | |

**Terms and Conditions**

I / We agree and undertake:

1. to accept or pay upon presentation all drafts/documents drawn pursuant to such drafts/documents.
2. to pay at maturity in legal tender of place of payment, at your office, all drafts/documents drawn pursuant to such drafts/documents together with profit at the rate specified in the letter of offer entered or to be entered into for such documentary credit-i from the date of such drafts/documents to the approximate arrival date of remittance at the 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 / document and/or any relative merchandise.
3. to pay on demand your commission (if the letter of credit-i is not financed by you) or the Hamish Jiddiyah (advance deposit) of the selling price (if the letter of credit-i is financed by you) which shall be determined by you from time to time, on the full amount of the letter of credit-i. I/We acknowledge/agree to your right to claim for and / or to set-off the Hamish Jiddiyah (advance deposit) in part or in full, under circumstances as may be decided at your discretion.
4. that until the payment of all indebtedness and liability, absolute or contingent which may become due and owing me/us to you on any transactions with you, including transactions under other letters of credit-i, I/we agree that you shall have the rights, title to and ownership of all goods shipped under, in connection with or in relation to the said credit-i whether or not released to me/us against a trust or bailee receipt and/or the proceeds of such goods and all bills of lading, certificates or policies of takaful/insurance or other documents given therefore. I/we give you the full power and authority at your discretion by yourselves or through agents to (a) have and take possession of such goods and its proceeds, all certificates or policies of takaful/insurance on the same, and proceeds of such policies and certificates; (b) hold and/or collect the same or under the terms expressed below and (c) dispose them at any time and irrespective of the maturity of the drafts/documents or acceptance under the said credit-i.
5. that in the absence of my/our express written instructions to the contrary, I/we authorise 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 receipt of goods for transportation, regardless of the specific provisions of such documents and the date of each such document shall be regarded as the date of bills of lading and / or shipment within the terms of the said credit-i, and to accept either policies or certificate of such takaful / insurance as sufficiently evidencing “takaful/insurance” under the said credit-i.
6. to assumes all risks of and responsibility for: -(i) the acts of any person using the said credit-i who are accepted as my/our agents;(ii) the character, kind, quality, quantity, delivery, or existence of the merchandise purporting to be represented by any documents; (iii) any difference of character and/or quantity of merchandise shipped under this credit-i from that expressed in any invoice accompanying any of said drafts; (iv) the validity, genuineness, from or correctness of any documents, even if such documents should in fact prove to be incorrect, defective, irregular, fraudulent or forged; (v) the time, place, manner or order in which the shipment is made;(vi) partial or incomplete shipments; (vii) failure or omission to ship any or all of the merchandise, referred to in the credit-i; (viii) 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/takaful providers or any other risks connected with takaful/insurance; (ix) 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 said merchandise or shipping; (x) delay in arrival or failure to arrive either of the merchandise or any of the said documents; and/or (xi) any breach of contract between the shippers or vendors.
7. not to claim from you damages or hold you 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 of my/our instructions in relation to application and the said credit-i unless the same is directly caused by your gross negligence, wilful default or fraud. I/We 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 and 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.
8. to promptly procure the necessary import/export and other licences for the said merchandise, keep the same adequately covered by takaful/insurance policies for fire, marine and war risks by insurers /takaful providers satisfactory to you and assign the certificates or policies of takaful / insurance to you or make the loss or adjustment if any payable to you at your option.
9. to give you, on demand, any further or other security you may require.
10. that any and all other funds, credit-i instruments, property and securities and their proceeds including any and all collection items and its proceeds handed to you or for any purpose left in your possession by me/us or for my/our account, or at my / our disposal for transit to or from you by mail or carrier for any of the said purposes: -
    * 1. are considered security for my/our obligations in this document and any and all other obligations and/or liabilities, absolute or contingent due or not due, which may be owing by me/us to you; and
      2. may be held or disposed of as you may see fit and applied toward payment of any and all such obligations and liabilities in the event of default by me / us in any part obligations / liabilities or of my/our bankruptcy, insolvency, receivership or general assignment all of which shall, subject to your option, be immediately become due and payable.
11. if any obligation covered by this instrument or any other indebtedness due from me / us to you shall not be punctually met, I/we authorize you (immediately without further demand or notice or advertisement of any kind all of which are expressly waived) to sell or 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 from 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 such sale against any of my / our obligations or liabilities to you.
12. that the receipt by you at any time of other collateral shall not be considered a waiver of any of your rights or powers relating to any collateral which you may hold at the time of receipt.
13. that my/our obligations shall continue to be notwithstanding any change in the membership of our partnership whether arising from the death or retirement of one or more partners or the accession of one or more new partners.
14. that this letter of credit-i can only be revoked or altered with the consent of all parties interested.
15. that whenever shipments are made to ports other than Kuala Lumpur, I/we shall retire the bills on the demand of payment.
16. that 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.
17. this will also constitute an agreement between me/us 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.
18. and authorise you to debit my/our account with you with all your charges including cost price, profit margin, Hamish Jiddiyah (advance deposit) and reimbursement bank charges (if applicable), on account of this credit-i, including amendments, extensions of my/our credit-i, as well as charges levied by your overseas correspondents or agents.
19. that all your charges exclude tax(es) that may be imposed in the future (including but not limited to Goods and Services Tax (GST), Sales and Services Tax (SST) or taxes of similar nature). Upon implementation of such tax(es), you will be entitled to recover from us any tax(es) that you are required by the law to collect.
20. 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 issued.

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

Documentary Credit Application Version 1.2/2022