

15. Credit available by :

- Sight Payment Deferred Payment Acceptance Negotiation

with : _____

against the documents detailed herein and beneficiary's drafts to be drawn at :

- Sight Term _____ days after _____

16. Incoterms :

- FOB CIF CFR Others : _____ Subject to ICC's INCOTERMS currently in force.

17. Description of Goods (brief description without excessive details) :

18. Documents Required :

- Signed commercial invoice(s) / tax invoice(s) in _____ originals and _____ copies.
- Packing list in _____ originals and _____ copies.
- Certificate of _____ origin in _____ originals and _____ copies.
- Full set of clean on board Bills of Lading made out to the order of Bank Islam Malaysia Berhad.
- Air Waybill consigned to Bank Islam Malaysia Berhad.
- Transport Document to mark freight: Prepaid Collect Others : _____
- Non-Nego Clause "Beneficiary is to courier one set of non-negotiable documents direct to applicant within three (3) days after shipment."
- Delivery Order made out in the name of Bank Islam Malaysia Berhad for account of Applicant.
- Other Transport Document (Specify) : _____
- Transport Document to indicate notify party as Applicant and/or _____
- Other Documents (specify): _____

19. Insurance / Takaful covered by shipper (Insurance / Takaful Policy / Certificate) in the currency of the credit for not less than the CIF / CIP value plus 10% covering risk under the Institute Cargo Clauses :

- Clause A Clause B Clause C War Risks Strikes TPND
- Other Clauses (Specify) : _____

20. Documents to be presented within _____ days after the date of transport documents / delivery order but within the validity of the credit.

21. Additional Instructions:

All charges **outside Malaysia** in connection with this credit are for account of : Beneficiary Applicant

LC expired charges are for account of : Beneficiary Applicant

22. a. In consideration of our request to you, Bank Islam Malaysia Berhad, to issue an irrevocable documentary credit for our account; (Please tick the option below):
- i. on maturity date please debit our account for settlement, under Contract of Wakalah (please tick if applicable), or
- ii. subsequently financed via TWCF-i Facility, under Contract of Murabahah (please tick if applicable),
- in accordance with the above instructions, we hereby irrevocably and unconditionally agree to fully abide by the General Conditions stated at the reverse page of this application form.
- b. We agree that the Bank shall have the right to debit our current or any other account(s), with sufficient notice, maintained with the Bank for payment due and payable under the Facilities, as communicated by the Bank from time to time.
- c. We confirm and declare that the goods are NOT Strategic Items as defined in the Strategic Trade Act 2010 (STA) and its regulations.
- d. This application is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, currently in force in so far as these are not expressly modified or excluded. We agree to be bound by the Trade Facility Agreement executed and other relevant Agreements (if any).

23. Customer Contact Person :

Name : _____

Tel & Fax No. : _____

Email address : _____

We hereby confirm that we have chosen the language in this form as the language of this application. This chosen language shall prevail in the event of differences in meaning over the version of this form in any other language.

Authorised Signatory(ies) with Company's Authorised Rubber Stamp

FOR BANK USE ONLY :

Ref No : _____

Verified by : _____

Approved by : _____

GENERAL TERMS & CONDITIONS

In consideration of your issuing the Credit in accordance with the particulars overleaf and/or necessary required amendment, I/We hereby agree,

1. To hold you and your agent/s free from any responsibility for any delay, mistake or omission that may happen in the transmission of the instructions of their misinterpretation when received and for the correctness or genuineness of the documents submitted if apparently in order or for the loss or delay in forwarding of the documents.
2. I/We agree that you may supplement or develop the terms of our application in a manner necessary or desirable to permit the use of the documentary credit. I/We also agree that we will review the copy of the documentary credit, as issued and copied to me/us after issuance, and will advise you without delay of any errors or omission in the text.
3. You are irrevocably authorized by us to act on the instruction of any authorized and/or appointed person of the company concerning future communications relating to the documentary credit, any amendments thereof and/or the documents presented under it.
4. I/We agree that you are not to be held responsible in any way for the description, type or quality of the merchandise shipped, services or performance rendered.
5.
 - a) I/We undertake to insure the goods at our expense for their full value against all insurable risks (where the documentary credit terms do not require insurance to be effected by the beneficiary) and if requested by you but also at our expense, to have your interest in the goods endorsed on the relevant policy and to direct the insurance company that any claims thereunder are to be made to the order of yourselves. I/We also agree to arrange, where required by you, suitable transportation and storage of the goods and that this shall be at our expenses.
 - b) In case of any extension or renewal of the Credit, increase or other modification of its terms, this obligation shall continue to be binding upon me/us in all respects to the Credit as so extended, renewed, increased or modified.
6. That you are authorised to earmark/debit my/our account the required marginal deposit as determined by you and such additional deposit as may be demanded from time to time and to retain such sum and to apply the same by:
 - a) Setting off the same against the amount due on the draft(s) drawn under this Credit or any other monies due (including but not limited to charges, commission and out of pocket expenses including charges levied by your correspondent or agent and charges not collected from the beneficiary) to you hereunder,
 - b) Crediting it to yourselves against any indebtedness which may now exists or hereafter arise by me/us to you in respect of any other dealing or transaction between us. And it is agreed and understood that /We shall not be entitled to claim that refund of the said deposit until and unless the draft(s) under this Credit and other monies which may be due to you hereunder shall have been paid in full and any other indebtedness by me/us to you in respect of any other account dealing or transaction between us have been settled.
7. That you may at your absolute discretion and without giving notice to me/us convert into Malaysian Ringgit equivalent, all draft and documents negotiated under this credit at the prevailing rate of exchange at any time after the receipt of SWIFT advice of negotiation or the receipt of the relative draft and documents, unless otherwise arranged.
8. To pay on presentation or to accept on presentation and pay at maturity the full amount as drawn.
9. That the delivery of the documents of title to the goods with or without the draft by you to me/us against any form of security affecting the merchandise contained therein or without security as the case may be, shall not release me/us from my/our undertaking and obligations under these conditions with you may enforce independently of or in conjunction with rights conferred on you by the security given.
10. We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and the regulations and requirements connected thereto.
11. I/We expressly and irrevocably agree that you may disclose information about myself/us and my/our affiliates (including, but not limited to, information relating to my/our officers, employees, accounts and/or transactions) to any of your branches and affiliates around the world. I/We further expressly and irrevocably agree that you may arrange for any or all processing of documentary credits under this letter of agreement to be undertaken by any of your branches and affiliates around the world.
12. This obligation shall continue to be in force notwithstanding any change in membership of any partnership of the oversigned whether arising from the death or retirement of one or more partners or the accession of one or more new partners.
13. That you shall not be liable to me/us in contract or tort or otherwise for any direct or indirect financial or economic losses, costs, liabilities or expenses (including, without limitation, loss of profit, loss of savings or loss of goodwill) save for those directly arising as a result of your misconduct, negligence or breach of specified terms.
14. Except as otherwise expressly stated herein, this credit is subject to Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce (currently in force).