**Documentary Collection and/or Negotiation Form**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Drawer / Beneficiary (name and address)    Company / Business  Registration No: | | | | | | | Drawee / Applicant (name and address) | | | | | | |
| Tenor:  Sight        days from | | | | | | | Amount (in figures) | | | | | | |
| Attached documents are as listed (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 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    ii) Protest for | | | Payment  Acceptance  Non-payment  Non-acceptance | | | | iii) Advise by SWIFT for | | | Payment / Non-payment Acceptance / 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 | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| **C.** 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/discount/negotiation of this bill.  Please credit my/our A/C No.      / FCA No:      / CASDF A/C No:  with you upon receipt of payment in accordance to LC 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 A/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 my/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 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 Customer does not understand, the Customer is hereby advised to seek independent advice and/or discuss further with the Bank’s representative before signing below  Name, Stamp and Authorised Signature (s)  Date: | | | |

Terms and Conditions

Presentation/Negotiation of Documents drawn under Letter of Credit

It is agreed and understood that:

1. in consideration of **Affin Bank Berhad’s (“the Bank”)** negotiation of my/our drafts/documents drawn under the said letter of credit, I/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. I/we further undertake to refund 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 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. the 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 agreed and understood that:

1. all items and 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 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 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 without prior notice to me/us prior to receipt of payment by the Bank.
4. this collection is subject to the Bank’s terms and conditions and those of the Bank’s correspondents, agents or sub-agents as well as to the laws and regulations prevailing in the countries concerned.
5. in the event a correspondent is designated by me/us to handle this collection, I/we 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. the 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, 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 or whether the documentary collection or letter

of credit is not accepted or paid for any reason.

4. to be liable for all charges including interest and Sales and Services 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.

1. 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.

1. 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 & regulations.

8. that any statement of account rendered by the Bank to me/us shall be binding on me/us save for manifest error(s).