



ALLIANCE BANK

eTrade Terms and Conditions

Bankers Acceptance Application Terms and Conditions**(A) Declare:**

This BA will be subjected to the current Guidelines on Bankers Acceptances or any amendments thereto issued by Bank Negara Malaysia and we hereby agree to be bound by the said Guidelines. Pursuant to the aforesaid, we hereby declare that:

Where this BA is drawn to finance a trade transaction between two related companies which are separate legal entities, the transaction was undertaken at arm's length and there is genuine transfer of title to the goods. For this purpose, "related companies" shall have the meaning of related corporations as specified in section 7 of the Companies Act, 2016.

AND

1. We have not obtained and will not obtain another source of financing for the trade transaction concerned, including financing pursuant to a lease, hire purchase or factoring agreement.
2. The goods involved in the trade transaction are tangible goods and that there is a genuine transfer of the title to the goods concerned.
3. The trade transaction for which this BA is drawn is not between two business entities which are sole proprietorships where the proprietor is the same person, or between two business entities which are partnerships where the majority of partners are the same persons.
4. The goods purchased are not on hire purchase terms, or are not intended to be part of our fixed assets, or are not intended to be leased to another person (applicable only to purchasers).
5. This BA is not drawn to finance sale of goods, (i) which are subject to a sale and lease-back agreement; (ii) which were sold under hire purchase terms; (iii) the receivables of which are intended to be sold or have been sold or have already been pledged to be sold under a factoring agreement (applicable only to sellers).

(B) Authorise:

In the case of SALES where we have presented to you the bills for collection, we authorise you to use the collection proceeds upon receipt for settlement of the BA on maturity. We agree that you are to have full control over the bills and the goods it covers until the BA accepted by you for our account has been fully paid by us. If the proceeds of the bills are not received by you on maturity date of the BA, we authorise you to debit our account with the BA amount plus any interest for late payment at a rate to be fixed by you. We further undertake to provide sufficient funds in our account to meet the debit.

In the case of PURCHASES, we hereby authorise you to debit our account and settle the amount due to the supplier after our account has been credited with the proceeds of the BA discounted by you. We confirm that we agree to accept any discrepancies or irregularities found in the shipping documents drawn under your Letter of Credit and we hereby authorise you to release any guarantee or reserve relating to the discrepancies and / or irregularities. On the maturity date of the BA, we authorise you to debit our account for settlement of your discharge of the BA and that we undertake to provide sufficient funds in our account to meet the debit.

(C) Undertake:

We further undertake to provide you with the full set of supporting documents complete with the Bank Stamp upon demand if original documents are given back to us after acceptance.

Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed (including the Goods and Service Tax ("GST")) under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from us.

Trust Receipts Application Terms and Conditions

In consideration of Alliance Bank Malaysia Berhad ("the Bank") handing to us Shipping Documents for goods, as per particulars at foot, hypothecated to the Bank as collateral security for the due payment of the undermentioned draft drawn upon us and accepted by us, we hereby engage to land, store and hold, and said goods and the proceeds of sale thereof as Trustee for and on behalf of the Bank and in the event the said goods or any portion thereof being sold and delivered before full payment of the said draft, the proceeds of such sale shall be received by us as Trustee for the Bank for the purpose of payment of the relative draft and we hereby agree and undertake not to permit ourselves to be dispossessed of all or any of the said goods otherwise than in the ordinary course of business.

We further undertake to keep the said goods fully insured at our expense against fire, marine risks and any other risks as may be required by the Bank to their full insurable value and to hand over to the Bank all amount(s) received from the insurers, the policies of insurance being in the meantime held by us as Trustee for and on behalf of the Bank and to provide and maintain sufficient funds with the Bank for the payment of the undermentioned draft on the date of maturity.

We further also undertake to return to the Bank at anytime on demand, the balance of the said goods in respect of which the Bank may not have received the proceeds of sale.

We confirm that by signing this Trust Receipt we have agreed to accept any discrepancies and / or irregularities found in the Shipping Documents where this bill is drawn under a Letter of Credit issued by the Bank on our instructions and the Bank is authorised to waive any reserves relating to the discrepancies and / or irregularities in the Shipping Documents.

We hereby agree to indemnify and keep the Bank fully indemnified against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that the Bank may incur, suffer or sustain as a result of absence of or any defect in the documents of title to the said goods and we hereby authorise the Bank to debit such amount(s) from our account(s) with the Bank at any time.

We authorise the Bank to debit our Current/Overdraft Account on due date or any date(s) thereafter as the Bank shall deem appropriate with the bill amount or part thereof plus interest and all charges incurred.

In addition to any right or remedy entitled to the Bank by law, we hereby agree that the Bank may at any time without notice to us consolidate or combine any of our accounts with any liabilities and obligations owed or incurred by us to the Bank hereunder and the Bank may set-off or transfer any sum or sums standing to the credit of any one or more of our accounts in or towards satisfaction of any of our obligations and liabilities due and payable to the Bank whether such liabilities be actual or contingent.

Murabahah Trust Receipts-i Application Terms and Conditions

WE HEREBY UNDERTAKE AND AGREE as follows:

1. to purchase the said goods from you at the agreed selling price stated below ("Sale Price") on deferred payment terms or upon maturity of the Murabahah Trust Receipt-i.
2. to land, store, hold and deliver to purchasers the said goods and receive their proceeds. In the event of the said goods or any portion thereof being sold and cleared before full and complete payment of the said draft or drafts, we hereby pledge the proceeds of such sales as shall be received and retained by us but payable to you immediately towards the payment of the Sale Price and that they shall be kept separate and apart from our other monies and to pay you the proceeds of such sales as soon as the goods are realised as and when received by us, in order that the same may be applied to or towards payment of the Sale Price. We at the same time furnishing to you all necessary particulars to enable you to apply the same towards payment of the Sale Price.
3. that prior to the sale by you of the said goods to us, you remain the Owner of the goods and we hereby undertake to act as your Agent(s) for the purchase of the said goods. Upon the sale by you of the said goods to us, the goods are hypothecated to you as collateral security and that they shall be opened to inspection at all times by you or your duly accredited representative and you are at liberty at our expenses if you so think fit be in possession of them without any reference or consent obtained from us and to remove same or any part of them from the place where they have been stored to any place you may choose and place the same under the care of any one you may select and to dispose of them by sale or otherwise if so required.
4. to keep the goods referred to fully insured against all risks and to hand over to you the amount of any claims on the underwriters; the policies of takaful/insurance being in the meantime held by us as Trustee(s) for and on behalf of you.
5. Not to charge or purport to charge the goods or the proceeds of sale thereof with the payment of any monies to any person or to use or purport

to use the same as security for the performance of any obligation whatsoever.

6. that you shall be entitled to and are hereby authorised by us to debit our account(s) with you for the amount of the Murabahah Trust Receipt-i, the particulars of which are as stated below together with other relevant bank charges on maturity.
7. not to sell the goods or any part thereof on credit unless with your prior consent in writing.
8. that no failure on your part to take advantage of any current failure or omission on our part to carry out fully any of the provisions of this or any similar receipt or agreement or of the agreement under which you issued the Documentary Credit under which the said goods were purchased, shall be deemed to be a waiver by you of your rights or remedies under either or any of the said papers, unless the said waiver shall be in writing endorsed hereon and signed by you or your duly authorised agent.