

OVER-THE-COUNTER LETTER OF CREDIT APPLICATION

 <p style="margin: 0;">ALLIANCE BANK Alliance Bank Malaysia Berhad 198201008390 (88103-W)</p>	<p>DATE OF THIS APPLICATION: _____</p> <hr/> <p>NAME OF ISSUING BANK: ALLIANCE BANK MALAYSIA BERHAD</p>
<p>APPLICANT (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Email: _____</p>	<p>BENEFICIARY (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>NAME OF ADVISING BANK (FULL NAME AND ADDRESS):</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>SWIFT Code: _____ (if any)</p>	
<p>TRANSFERABLE</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>EXPIRY DATE: _____</p> <p>COUNTRY: _____</p>
<p>ISSUING METHOD</p> <p><input type="checkbox"/> SWIFT <input type="checkbox"/> Courier <input type="checkbox"/> Others: _____</p>	<p>CONFIRMATION OF CREDIT TO THE BENEFICIARY</p> <p><input type="checkbox"/> Requested <input type="checkbox"/> Not Requested <input type="checkbox"/> May add</p>
<p>AMOUNT IN FIGURES AND WORDS INDICATING THE CURRENCY: _____</p> <p>_____</p>	
<p>PARTIAL SHIPMENTS:</p> <p><input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed</p> <p>TRANSSHIPMENT:</p> <p><input type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed</p>	<p>CREDIT AVAILABLE WITH: _____</p> <p>a. <input type="checkbox"/> By Sight Payment c. <input type="checkbox"/> By Deferred Payment</p> <p>b. <input type="checkbox"/> By Acceptance d. <input type="checkbox"/> By Negotiation</p> <p>against the documents detailed herein and Beneficiary's drafts at _____ drawn on Issuing Bank</p>
<p>INSURANCE TO BE COVERED BY:</p> <p>Insurance has been / will be arranged and will be covered by:</p> <p><input type="checkbox"/> Ultimate Buyer (to furnish a copy of the insurance to Alliance Bank Malaysia Berhad)</p> <p><input type="checkbox"/> Applicant (to furnish a copy of the insurance to Alliance Bank Malaysia Berhad)</p> <p><input type="checkbox"/> Insurance to be effected by Alliance Bank Malaysia Berhad</p>	
<p>LATEST SHIPMENT DATE:</p> <p>_____</p>	

TRANSPORTATION DETAILS

- a. Place of Taking in Charge / Dispatch from / Place of Receipt: _____
- b. Port of Loading/Airport of Departure: _____
- c. Port of Discharge/Airport of Destination: _____
- d. Place of Final Destination / For Transportation to / Place of Delivery: _____

INCOTERMS:

- a. FOB b. FCA c. CFR d. CPT e. CIF f. CIP
- g. Other terms _____

GOODS (BRIEF DESCRIPTION WITHOUT EXCESSIVE DETAILS):

LIST OF DOCUMENTS REQUIRED:

- Signed commercial invoice(s) in _____ copies
- Full set Bills of Lading made to order of Issuing Bank and notify Applicant
- Combined Transport Document made to order of Issuing Bank and notify Applicant
- Air Waybill
- Other transport document (specify): _____
- Transport documents indicating freight
 - a. Prepaid
 - b. Payable at destination
 - c. Others (specify): _____
- Delivery Order made out in the name of issuing Bank for account of Applicant
- Certificate of _____ Origin in _____ copies
- Packing List _____ copies

Insurance covered by shipper (full set of Insurance Policy/Certificate) blank endorsed in the currency of the credit for not less than the CIF/CIP value plus 10% covering risks under the Institute Cargo Clauses:

- a. Clause A b. Clause B c. Clause C
- d. War Risks e. Strikes f. TPND
- g. Others Clauses (specify): _____

Other Documents (specify):

Documents to be presented within _____ days after date of shipment but within the validity of the credit.

ADDITIONAL INSTRUCTION:

All charges in connection with this credit outside Malaysia are for account of

Beneficiary

Applicant

Confirmation charges, if any are for account of

Beneficiary

Applicant

CHARGES

Debit charges and commission to my / our Account no. _____

Others (please specify) _____

SECURITY:

Cash Margin (RM) _____

Cash Margin (FCY) _____

I/We hereby request you to issue an irrevocable documentary credit for our account in accordance with the above instruction (marked with a ✓ where appropriate). The credit will be subjected to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication currently in force in so far as these are not expressly modified or excluded as at the date of issuance of credit. I/We agree to be bound by the General Conditions appearing on the reverse hereof and other relevant Facility Agreement.

FOR BANK USE ONLY

Signature(s)
verified by:

AUTHORISED SIGNATORY(IES) & COMPANY STAMP

Note:

(1) Mandatory to complete form and tick ✓ where applicable.

(2) Details of Trade Finance Fee & Charges is available in our website <https://www.alliancebank.com.my>

In consideration of your opening this credit, I/we agree:-

- (a) to pay on demand all sight drafts and to accept at sight and pay at maturity all usance drafts drawn in accordance with the terms thereof.
- (b) to provide you at or before maturity with funds to meet the payment of draft(s), all your disbursements, commissions, interests and charges including freight if any and all obligations liabilities and expenses of any nature incurred by you or your agents in connection with this credit, and you are authorised to debit such sum(s) to my/our current/overdraft account under advice to us.
- (c) that on no account shall any claim be made against the bank either in respect of the documents and/or the merchandise after the draft(s) has been accepted or paid by me/us.
- (d) that the margin deposited with you in cash, cheque or by the debit of our account will remain blocked either in RM or in the currency of the credit as collateral toward the payment of draft(s) drawn under this credit. The excess margin, if any, will be refunded after all our liabilities under the credit have been duly met.
- (e) that to secure the payment of all or any moneys for which I/we may at anytime be liable hereunder you have a lien on all the said goods, documents and policies and proceeds thereof with discretion-of sale over said goods before or after arrival without notice.
- (f) to deposit with you all necessary insurance cover duly endorsed in your favour in the event of insurance being covered on this side.
- (g) that the conversion of the draft amount in foreign currency to Malaysian Ringgit shall be made at your free selling rate for such currency as follows:-
 - (i) for sight draft without discrepancy - on the day when the documents have been checked by you and found to be in order.
 - (ii) for sight draft with discrepancy(ies) - on the day when you receive our consent to the discrepancy(ies) except in the case where goods have been taken delivery by me/us against your shipping guarantee in which case, you may convert the foreign currency on the day when the documents are received by you.
 - (iii) for usance draft - on the maturity of the draft.
- (h) that you are entitled to refuse to take up the documents which are not to be in compliance with the terms and conditions of the credit and I/we agree that I/we shall not hold you bound or liable in the event that I/we suffer any loss or damages as a result of your action(s) as aforesaid.
- (i) that I/we shall be bound by and be liable to indemnify you against all obligations and responsibilities imposed on you or incurred by you by foreign laws and usages and I/we agree to pay same to you on demand and authorise you to debit them to my/our current/overdraft account.
- (j) that I/we agree to indemnify you in the event that you are unable to collect and/or claim for any of the charges, including commission, fees, costs and/or expenses incurred by you or imposed on you by any person and I/we agree to pay same to you on demand and authorise you to debit them to my/our current/overdraft account.
- (k) that the conversion of charges and other expenses whatsoever in foreign currency shall be made at your free selling rate for such currency on the day you are debiting our current/overdraft account or claiming them from me/us.
- (l) that in the case where the goods under this credit have been taken delivery by me/us against your shipping guarantee, I/we undertake to pay and accept the documents presented irrespective of whether there are discrepancies or irregularities in the documents and you are authorised to waive any reserves or guarantees held by the negotiating bank.
- (m) that the transmission of instructions under the above credit and the forwarding of documents are entirely at my/our risk.
- (n) to your signing forms BNM/KPW/P on my/behalf.
- (o) that after having investigated with the authorities concerned, I/we confirm that the relevant goods stated in this application are not restricted items and do not require an Import License, as such, I/we hold you harmless against any responsibilities and consequences which may arise, and undertake to indemnify you against all losses, damages, costs and expenses whatsoever you may incur by so doing and I/we agree to pay same to you on demand and authorise you to debit them to my/our current/overdraft account.
- (p) that I/we undertake to apply for the extension of the relevant Import License(s) in case the goods arrive after its expiry date of importation.
- (q) that unless otherwise expressly stated, this credit shall be governed by and construed and enforced in accordance with the laws of Malaysia and (without prejudice to your right to proceed against me/us in any other court) I/we submit to the jurisdiction of the courts of Malaysia and any court which may hear appeals therefrom and agree that any legal action, suit or proceeding arising out of or relating to this credit may be brought in Malaysia.
- (r) unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that maybe imposed (including the Goods and Services Tax "GST") (if any), 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 me/us.