

**The following terms and conditions ("T&C") for **Documentary Collection-i and/or Negotiation-i Form** shall be applicable effective from 01 July 2007 and shall continue to apply unless revised by the Bank. The words "I, we, my, our, me, us" whenever they appear in the T&C shall mean "the Customer". For applications made using electronic form ("e-Form"), these T&C shall be deemed incorporated into the corresponding e-form and agreed by the Customer.**

**Terms and Conditions for Documentary Collection-i and/or Negotiation-i Form :-**

Unless the bill is drawn against an Irrevocable Credit issued or confirmed by HSBC Amanah Malaysia Berhad (the "Bank"), I/we agree that:

- 1 Notwithstanding my/our instruction not to protest the bill, the Bank retains the right of recourse against me/us in the event of dishonour. I/We agree not to hold the Bank liable for any consequences arising out of my/our failure/omission to give specific Protest instructions.
- 2 Where authority has been given to release documents against payment in local currency, I/we shall be responsible for the full amount of the bill being remitted, and I/we shall refund to the Bank any shortfall on demand if the full amount is not remitted to the Bank within a period considered by it to be reasonable.
- 3 The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
- 4 The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.
- 5 The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent, agent or sub-agent.
- 6 The Bank is hereby authorised to apply any money received from us or any other person, to such account or liability of us as the Bank may at its absolute discretion determine.
- 7 The Bank reserves the right to refuse to negotiate any bill presented by me/us without assigning any reason therefor and shall not be liable to me/us in any manner for any loss or delay caused by such refusal.
- 8 Collections are subject to the Uniform Rules for Collections (1995 Revision) International Chamber of Commerce Publication No. 522, including all amendments made in subsequent revisions thereof.
- 9 Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, including all amendments made in subsequent revisions thereof.
- 10 The Bank has full authority (but no obligation) at its discretion to store and insure the goods at my/our risk and cost.
- 11 This collection and the drawings thereunder is and shall be subject to the Trade Financing General Agreement (or the General Security Agreement Relating to Goods as the case may be; in either event, hereinafter referred to as "the Agreement") irrespective of whether the Agreement had been executed by me/ us, including any amendments to the Agreement. We have read the Agreement and confirm that we agree to the terms and conditions contained therein.
- 12 **Authority to debit my/our account and Indemnity**  
In consideration of the Bank negotiating, discounting or otherwise financing any export documents presented by me/us under any documentary credit, I/we hereby irrevocably and unconditionally -

- i authorise the Bank to immediately (or at a date which it deems fit) debit my/our current account No. with the amount financed, discounted or negotiated, upon receiving notice of the issuing bank's default to pay the amount due on due date.
  - ii indemnify the Bank against all costs, charges, damages and losses which the Bank may incur in relation to the instruction to debit the above account;
  - iii indemnify the Bank and keep the Bank indemnified against any loss or extra costs, arising from differences between the exchange rate used on the date of payment by the Bank and the date of debiting my/our account, and
- confirm that the Bank's negotiating, discounting or otherwise financing any export documents presented by me/us will not contravene the provisions of (a) Section 25 of the Islamic Banking Act 1983 ("IBA") read with Guidelines on Credit Transactions and Exposures with Connected Parties issued by Bank Negara Malaysia, and (b) Section 83 of the Banking Ordinance of the Hong Kong Special Administrative Region (collectively, "the Prohibitions").

I/We am/are aware that the Bank is prohibited by the Prohibitions from providing banking facilities to persons related to the Bank's officers, directors or employees, and that of the Bank's holding company, The Hong Kong and Shanghai Banking Corporation Limited (incorporated in Hong Kong SAR)

I/We am/are also aware that for the purposes of IBA, "officer" encompasses "any employee of the financial institution" and that "director" and "officer" also includes a spouse, child or parent of a director or officer.

I/We accept that the Bank reserves the right to recall the facilities and/or to immediately debit our account with the outstandings in the event of any contravention of any of the Prohibitions.

- 13 I/We, confirm that I/we have the authority to bind the firm/company to all the terms and conditions contained herein.

14 **For bill negotiation under Usance Documentary Credits confirmed by the Bank**

We agree that upon the negotiation/finance of clean documents by the Bank under a confirmed letter of credit, we will co-operate fully with the Bank and render the Bank all assistance it requires in the collection of any outstandings and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt. The Bank shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay it to any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if the Bank suffers any other loss of damage, due to any fraud, illegality, unauthorized act of the like in which we are involved.

HSBCBusiness



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The world's local bank