

Permohonan Surat Kredit / Letter Of Credit Application

1. Pemohon (Nama dan alamat) Applicant (Name and address)		9. Bank Pengeluar / Issuing Bank <input type="checkbox"/>  HongLeong Bank 193401000023 (97141-X) <input type="checkbox"/>  HongLeong Islamic Bank 200501009144 (686191-W)	
2. Tarikh Permohonan Date of this application		No. Surat Kredit: (Untuk Kegunaan Bank) Letter of Credit No: (For Bank's Use)	
3a. <input type="checkbox"/> Dikeluarkan melalui kurier Issue by courier		10. Tarikh Tamat Expiry Date	11. Tempat Tamat Place of Expiry
b. <input type="checkbox"/> Dikeluarkan melalui teletransmisi Issue by teletransmission		12. Benefisiari (Nama dan alamat) Beneficiary (Name and address)	
c. <input type="checkbox"/> Dengan arahan ringkas melalui teletransmisi With brief advice by teletransmission			
d. <input type="checkbox"/> Kredit Boleh Pindah Milik Transferable Credit		13. Matawang dan Amaun dalam Angka Currency and Amount in Figures	
4. Pengesahan Kredit Kepada Benefisiari Confirmation of Credit to Beneficiary a (i) <input type="checkbox"/> Diminta / Requested (ii) <input type="checkbox"/> Tidak diminta / Not Requested b Caj-caj pengesahan adalah bagi akaun <input type="checkbox"/> Benefisiari <input type="checkbox"/> Pemohon Confirmation charges are for account of Beneficiary Applicant		5. Penghantaran Separah Partial Shipment <input type="checkbox"/> Dibenarkan <input type="checkbox"/> Tidak dibenarkan Permitted Prohibited	
		Pindah Kapal Transshipment <input type="checkbox"/> Dibenarkan <input type="checkbox"/> Tidak dibenarkan Permitted Prohibited	
		Tarikh Akhir Penghantaran Latest date of shipment	
6a. <input type="checkbox"/> Draft ditanggung pada Draft to be drawn at <input type="checkbox"/> Tampak <input type="checkbox"/> hari tampak <input type="checkbox"/> bayar pada (nyatakan tarikh) Sight days sight payable on (specify date)		b. <input type="checkbox"/> Draft tidak diperlukan <input type="checkbox"/> Terma Penangguhan Draft not required Bayaran Deferred Payment Term	
7. <input type="checkbox"/> Perlindungan Insurans / Takaful ditanggung Pemohon Insurance / Takaful will be covered by Applicant		14. Barangan (butiran ringkas tanpa maklumat berlebihan) Goods (brief description without excessive detail)	
8. <input type="checkbox"/> Tempat Pengambilalihan Place of taking in charge Tempat Destinasi Akhir Place of final destination <input type="checkbox"/> Pelabuhan Muat / Lapangan Terbang Pelepasan Port of loading / Airport of departure Pelabuhan Pungah / Lapangan Terbang Destinasi Port of discharge / Airport of destination		15. Terma Perdagangan Trade Terms <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CFR <input type="checkbox"/> CPT <input type="checkbox"/> CIF <input type="checkbox"/> CIP <input type="checkbox"/> EXW <input type="checkbox"/> Other tertakluk kepada penerbitan Incoterms terbaru subject to the latest publication of Incoterms	
16. <input type="checkbox"/> Invois Perdagangan dalam salinan Commercial Invoice(s) in copies		24. (Polisi Insurans / Sijil Insurans / Sijil Takaful) yang 'blank endorsed' dalam matawang kredit tidak kurang dari nilai CIF termasuk 10%, meliputi risiko-risiko di bawah Klausa-Klausa Berkaitan Kargo berikut: Insurance Policy / Insurance Certificate / Takaful Certificate blank endorsed in the currency of the credit for not less than the CIF value plus 10% covering risks under the following Institute Cargo Clause: a. <input type="checkbox"/> Klausa A b. <input type="checkbox"/> Klausa B c. <input type="checkbox"/> Klausa C Clause A Clause B Clause C d. <input type="checkbox"/> Risiko Peperangan e. <input type="checkbox"/> Mogok f. <input type="checkbox"/> Kecurian, Pencopetan & Tidak Diterima/Tidak Sampai TPND War Risks Strikes g. <input type="checkbox"/> Klausa - Klausa lain dan / atau Perlindungan Selanjutnya (nyatakan) Other Clauses And/Or Extended Coverage (specify)	
17. <input type="checkbox"/> Bil Muatan / Bill of Lading		25. <input type="checkbox"/> Senarai Pembungkusan dalam salinan Packing List in copies	
18. <input type="checkbox"/> Dokumen pengangkutan pelbagai mod /Multimodal Transport Document		26. <input type="checkbox"/> Dokumen-Dokumen Lain (nyatakan) Other Documents (specify)	
19. <input type="checkbox"/> Dokumen Pengangkutan Udara / Air Waybill			
20. <input type="checkbox"/> Arahan Penyerahan / Delivery Order			
21. <input type="checkbox"/> Dokumen Pengangkutan lain (nyatakan) Other transport document (specify)			
22. Klausa : Kos Pengangkutan Clauses : Freight Charges a. <input type="checkbox"/> Prabayar / Dibayar dahulu b. <input type="checkbox"/> Dibayar di destinasi Prepaid Payable at destination c. <input type="checkbox"/> Lain-lain (nyatakan) Other (specify)			
23. <input type="checkbox"/> Sijil Asalan dalam salinan Certificate of Origin in copies			
27. <input type="checkbox"/> Dokumen hendaklah diserahkan dalam masa hari dari tarikh penghantaran, tetapi hendaklah dalam tempoh sah kredit Documents to be presented within days after the date of shipment but within the validity of the credit			
28. Arahan Tambahan Additional Instruction			
29. Kami memohon supaya Bank mengeluarkan Surat Kredit Tak Boleh Batal untuk akaun kami dengan yang diatas arahan (yang bertanda X mana yang berkenaan) We request the Bank to issue an irrevocable letter of credit for our account in accordance with the above instruction (marked with an X where appropriate) Surat Kredit ini tertakluk kepada penerbitan terbaru International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, setakat ia boleh digunakan. The Letter of Credit will be subject to the latest publication of the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, in so far as these are applicable. Kami dengan ini bersetuju terikat dengan Perjanjian Kemudahan yang dimeterai dan Syarat Am seperti dinyatakan di halaman belakang dokumen ini. We agree to be bound by the Facility Agreement executed and General Condition appearing on the reverse hereof.		30. Tandatangan-tandatangan yang diberi kuasa dengan Nama Syarikat Authorised Signatory(ies) with Company Name Untuk Dan Bagi Pihak / For and on behalf of	
		Untuk Kegunaan Bank For Bank's use	Tandatangan disahkan oleh (tandatangan ringkas dan nama): Signature(s) verified by (initial and name):

GENERAL CONDITIONS

In consideration of your issuing this Letter of Credit, I/We agree as follows:

1. That I/We undertake to pay on presentation or to pay at maturity draft(s) and/or documents honoured or negotiated within the terms of the Letter of Credit.
2. To pay on presentation the draft(s) and/or documents under this Letter of Credit even should the merchandise be diverted or over-carried or fail to arrive or be refused landing at destination due to whatever cause.
3. To hold YOU AND YOUR AGENTS free from any responsibility for any delay, mistake or omission that may happen in the transmission of the instructions or 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 the forwarding of the documents save and except for damages arising directly from willful default or gross negligence on your part.
4. That the said documents and the merchandise shipped shall be held by you as security for all or any monies for which I/We may at any time be liable to you hereunder and in default of payment on presentation of the draft(s) and/or documents hereunder you are hereby authorized and empowered without notice to sell the said merchandise or any part thereof by public auction or private contract and to apply the net proceeds in or toward payment of the said draft(s) and/or documents or any other monies including interest/profit for which I/We shall be liable to you hereunder and if the proceeds should be insufficient to pay you the amount of any deficiency immediately on demand. In case of loss of the merchandise shipped, you are hereby authorised and empowered to obtain payment of the monies payable under any policy of insurance/takaful and to apply the net proceeds in the manner herein-before provided in the case of the net proceeds of sale of the said merchandise.
5. That this Letter of Credit is subject to the Uniform Customs and Practice for Letter of Credit published by the International Chamber of Commerce (latest revision).
6. In instances where I/We request the Bank to nominate a Reimbursing Bank and/or the Bank nominates a Reimbursing Bank, the Letter of Credit will also be subject to the Uniform Rules for Bank to Bank Reimbursement under Documentary Credit published by the International Chamber of Commerce (latest revision) so far as are applicable.
7. It is understood that in the absence of our fixing a contract with you to cover this Credit, the Bank is at liberty and without notice to me/us to convert foreign currency draft(s) and/or documents under a Sight credit at the Bank's selling rate on the date such draft(s) and/or documents are paid; and in the case of a Usance Credit, the rate would be the Bank's selling rate on the date the draft(s) and/or documents mature for payment and such conversion equivalent shall be binding on me/us.
8. That in consideration of the Bank opening this Credit I/We undertake to pay the Bank all monies paid in pursuance of this Credit together with interest/profit at such rate as may be fixed by the Bank from time to time, also commission and all customary charges and your Agent's charges, if any. And I/We authorise the Bank to charge my/our account with all monies so paid or for which the Bank is liable under this Credit.
9. To admit and regard all promises, agreements and undertakings contained herein notwithstanding any extension, renewal, renovation or modifications of any kind in the terms of the Credit which you may have caused to be done at my/our request. And in the event of this Application being signed by two or more, whether as partners or in the name of the firm or in any other capacity each and all such parties signing shall be deemed JOINTLY and SEVERALLY liable thereunder.
10. . That you may at your discretion restrict negotiation under this Letter of Credit to your own offices or to any Correspondent or Agents of your choice.
11. You are authorised to instruct any bank or branch concerned to dispatch any draft(s) and/or documents by one or more mail or any other method of conveyance ay your sole discretion.
12. In respect of examination of documents drawn under the Letter of Credit by the Bank, determination of compliance by the Bank shall be final.
13. I/We certify that the import of the relevant goods are not prohibited or restricted and that I/We hold and undertake to exhibit to you a valid license where such license is required.
14. You are authorised to make any additions to the documents and/or terms and conditions specified under this Letter of Credit, which you may consider necessary including compliance with government regulations but you are not obliged to do so.
15. You are hereby authorised to debit my/our current account with you for the documents drawn under the Letter of Credit without notice or other reference to me/us and if:
 - (a) as a result of such debit my/our current account shall be overdrawn, I/We agree that interest / income shall accrue thereon at such rate as may be determined by you and be payable together with other customary bank charges which you may impose;
 - (b) you shall not be liable for the dishonour of any cheque drawn by me/us on the account if as a result of debiting my/our current account, there are insufficient funds for payment of the same.
16. In case of any extension or renewal of the Letter of Credit, increase or other modification of its items, this agreement shall continue to be binding upon me/us in all respects to the Letter of Credit as so extended, renewed, increased or modified.
17. We hereby futher agree:
 - (a) to indemnify you fully and unconditionally against any losses, damages, claims, penalties, expenses, costs (legal or otherwise including costs on a solicitor and client basis) and / or any charges which may be suffered by you or claimed against you as a result of your issuance of any irrevocable Letter of Credit herein and/or as a result of your discharging any of our mandate given to you from time to time pertaining to any irrevocable Letter of Credit issued herein save and except for damages arising directly from willful default or gross negligence on your part.
 - (b) that you or any of your agent, servant, employee, officer or director shall have no liability whatsoever (whether in contract, tort or otherwise) to us save as a result of gross negligence or willful default provided always that you and the aforesaid persons shall in any event have no liability whatsoever (whether in contract, torts or otherwise) to us for any special, indirect, unforeseeable, consequential or punitive damages (including without limitation any loss of profit, business or anticipated savings) all of which we hereby agree are expressly excluded.
18. All fees, commission, charges and other monies payable in connection with this application or transaction shall be exclusive of and subject to any Government Tax.
19. For Bahasa Melayu text, please obtain from your Trade Services Centre.