

**APPLICATION FOR LETTER OF CREDIT-i (LC-i)**

1. Applicant (Full Name & Address)	8. Issuing Bank  <b>United Overseas Bank (Malaysia) Bhd</b> <b>[199301017069 (271809K)] ("the Bank")</b>  Branch
2. Date of this application _____	9. Expiry Date _____ in the Country of the Beneficiary
3. Manner of issuance i. <input type="checkbox"/> Issue by courier ii. <input type="checkbox"/> Issue by teletransmission and advise through (specify advising bank's details): _____ iii. <input type="checkbox"/> Transferable credit  4. Confirmation of credit to the beneficiary i. <input type="checkbox"/> Not Requested      ii. <input type="checkbox"/> Requested  5. (a) Partial Shipments      (b) Transhipment i. <input type="checkbox"/> Allowed                      i. <input type="checkbox"/> Allowed ii. <input type="checkbox"/> Not Allowed              ii. <input type="checkbox"/> Not Allowed  6. <input type="checkbox"/> Insurance/Takaful will be covered by us  7. Loading on board / dispatch / taking in charge at / from _____ not later than _____ for transportation to _____	10. Beneficiary  11. Currency and Amount in words (Figures)  12. Credit available with _____ (leave blank if credit is available with any bank) i. <input type="checkbox"/> by sight payment      ii. <input type="checkbox"/> by acceptance iii. <input type="checkbox"/> by deferred payment      iv. <input type="checkbox"/> by negotiation against the documents detailed herein and beneficiary's draft at _____ sight drawn on Issuing Bank  13. Goods (brief description without excessive detail)  14. i. <input type="checkbox"/> FOB                      ii. <input type="checkbox"/> CFR                      iii. <input type="checkbox"/> CIF iv. Other Terms _____ (please specify)
15. <input type="checkbox"/> Signed Commercial Invoice (s) in _____ copies 16. <input type="checkbox"/> Full set clean ocean bill of lading 17. <input type="checkbox"/> Combined Transport Document 18. <input type="checkbox"/> Airway Bill 19. <input type="checkbox"/> Delivery Order 20. <input type="checkbox"/> Other transport document (specify) 21. <input type="checkbox"/> Received on Board 22. <input type="checkbox"/> Received for Shipment 23. Clauses: Freight      i. <input type="checkbox"/> Prepaid ii. <input type="checkbox"/> Payable at destination iii. <input type="checkbox"/> Other (specify)  24. Made to the order of <b>United Overseas Bank (Malaysia) Bhd.</b> notify Applicant	25. <input type="checkbox"/> Insurance/takaful covered by shipper (Full set of Insurance/takaful/Policy/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 Clauses. <input type="checkbox"/> Clause A <input type="checkbox"/> Clause B <input type="checkbox"/> Clause C <input type="checkbox"/> War Risks <input type="checkbox"/> Strikes <input type="checkbox"/> TPND <input type="checkbox"/> Extensions and/or other clauses (specify)  26. <input type="checkbox"/> Certificate of Origin in _____ copies 27. <input type="checkbox"/> Other Documents (specify)  28. Documents to be presented within _____ days after the date of issuance of the transport document(s) but within the validity of the credit.
29. Additional instructions : 1) All charges outside Malaysia are for account of <input type="checkbox"/> applicant <input type="checkbox"/> beneficiary 2) Documents to be presented within _____ days after the date of issuance of the transport document(s) but within the validity of the credit. 3) All documents must indicate our LC-i number 4) Other instructions (specify) : _____	
30. We request the Bank to issue the irrevocable documentary credit for our account in accordance with the above instructions. The documentary credit will be subject to the current Uniform Customs and Practice for Documentary Credits and other applicable rules issued by International Chamber of Commerce.  31. We acknowledge and agree that the Bank is not under any obligation to issue the irrevocable documentary credit or to accept or effect any instruction which might, in the Bank's opinion, be contrary to any law, regulation, directive, sanction, or request of any jurisdiction, or if the Bank knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been, or will be, or may be committed. The Bank does not need to disclose the reason nor any information arising from the refusal to us, and the Bank shall be entitled to do anything necessary to comply with such law, regulation, directive, sanction, or request, AND the Bank shall not be liable for any loss or damage incurred or suffered as a result of such refusal.  32. We confirm that we have received, read, understood and agreed to be bound by the Privacy Notice issued by the Bank as it may relate to the processing of our personal data. We further confirm that if we have provided any personal data of third party individuals, we have procured their consent to disclose their personal data to the Bank for the purpose of this Application and they have been given with a copy of the Privacy Notice issued by the Bank on the processing of their personal data.  33. This Application is subject to the terms and conditions of the Bank's Letter of Offer (if any) and the Master Agreement for Letter of Credit (LC-i), each as may be varied or supplemented from time to time.  34. This Application shall be governed by the laws of Malaysia	36. Company Name  37. Name of Authorised Signatory(ies)  38. Authorised Signatory's Signature(s)

**MURABAHAH PURCHASES ORDERER GENERAL CONDITIONS**

In consideration of the Bank establishing the credit, I / we agree as follows:-

1. I / we authorize the Bank to, on the basis of documents alone, accept and / or pay all drafts and / or documents drawn upon me / us / the bank pursuant hereto.
2. The Bank may restrict negotiation under this Letter of Credit-i to its own offices or to any correspondent or agents of its choice.
3. The Bank is authorized to instruct any bank or branch concerned to dispatch any draft(s) and / or any documents by one or more mail or any other method of conveyance.
4. I / we undertake to pay on presentation or to accept presentation and pay at maturity drafts and / or documents honoured or negotiated within the terms of the Letter of Credit-i.
5. The Bank may reject the documents if there is / are discrepancy/ies in the documents against the Letter of Credit-i terms.
6. In respect of examination of documents drawn under the Letter of Credit-i by the Bank, determination of compliance by the Bank shall be final.
7. I / we agree to pay the Bank commission, fee & charges and all expenses including Takaful contribution/Insurance premium and the Bank agents's charges.
8. It is clearly understood that the Bank is not directly concerned with the proper fulfillment of the contract between the seller and the buyer. Its duty is simply to receive documents on behalf of the applicant, which purport to comply with the condition stated when opening the Letter of Credit-i.
9. We hereby consent to the Bank to have a lien on all goods, documents, policies and Takaful/Insurance certificates and proceeds thereof with full power of sale over said goods, for any obligations or liabilities present or further incurred by the Bank under and arising out of this Letter of Credit-i.
10. In instances where I / we requested the Bank to nominate a reimbursing bank and / or the Bank nominates a reimbursing bank, the Letter of Credit-i will also be subject to the current Uniform Rules for Bank to Bank Reimbursements under Letter of Credit-i by International Chamber of Commerce. If the documents are presented with discrepancy/ies by the nominated bank and / or confirming bank and any fees and charges are incurred by the Bank in relation to this, I / we undertake to pay the Bank such fees and charges so incurred from the date the Bank's nostro account is debited or from the date of remittance from the nominated bank and / or confirming bank to the date of acceptance of discrepancy/ies by me / us. The amount payable shall be at its prevailing foreign currency fee and charges rate.
11. The Bank may convert into Malaysian Ringgit equivalent, all drafts and documents negotiated under this credit at the prevailing rate of exchange at any time after the receipt of cable of negotiation or the relative draft and documents, unless otherwise arranged.
12. I / We certify that the import of the relevant goods is not prohibited or restricted and that I / we hold and undertake to exhibit to the Bank a valid license where such license is required.
13. The Bank is authorized to accept Takaful certificates / Insurance policies issued by other countries with clauses, which are equivalent to the Institute Cargo clauses.
14. If the Takaful/Insurance is to be covered by the buyer, I / we undertake to produce to the Bank within 3 working days from date of this application, a / an Takaful certificate/Insurance policy acceptable to the Bank and in its name for the Letter of Credit-i value plus at least 10 percent, failing which the Bank may effect Takaful/Insurance at my/our expenses but the Bank are not obligated to do so.
15. The Bank is authorized to make any additions to the documents and / or terms and conditions specified under this Letter of Credit-i which the Bank may consider necessary including compliance with government regulations but the Bank is not obligated to do so.
16. The Bank is hereby authorized to debit my / our current account with the Bank for the documents drawn under the Letter of Credit-i to me / us and if :-
  - (a) as a result of such debit my/our current account shall be overdrawn, I / we agree that fee and charges including Ta'widh (compensation) shall accrue thereon at such rate as may be determined by the Bank and be payable together with other customary bank charges which the Bank may impose;
  - (b) The Bank 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.
17. To pay on presentation the full amount drawn or to accept on presentation and pay at maturity the full amount and without any deduction or allowance in respect of the sum deposited by me / us with the Bank, or earmarked by the Bank in my / our current account as marginal deposit in accordance with the provisions of clause 18 appearing herein, the draft(s) and / or documents drawn under this Letter of Credit-i even should the merchandise be diverted or over-carried or fail to arrive or be refused landing at destination due to whatever cause.
18. That the Bank is authorized to earmark / debit my / our current account(s) the required marginal deposit as determined by the Bank or any such additional deposit as may be demanded from time to time. I/We consent and authorise for the Bank to utilise my/ our fund that may arise as a result of the earmarking / debiting or holding of monies in any manner and for any purpose which are Shariah compliant.
19. That the Bank is hereby authorized and empowered to apply the above deposit (marginal/additional) by:
  - (a) setting of the same against the amount due on the draft(s) and / or documents drawn under the Letter of Credit-i or any other monies due to the Bank hereunder; or

- (b) Crediting it to the Bank against any indebtedness which may now exist or hereafter arise by me /us to the Bank in respect of any other account dealing or transaction between us. It is agreed and understood that I / we shall not be entitled to claim the refund of the said deposit until and unless the draft(s) and /or documents under this Letter of Credit-i and all other monies which may be due to the Bank hereunder shall have been paid in full and any other indebtedness by me/us to the Bank in respect of any other account dealing or transaction between us have been settled.
- 20. In case of any extension or renewal of the Letter of Credit-i, increase or other modification of its terms, the agreements shall continue to be binding upon me/us in all respects to the Letter of Credit-i as so extended, renewed, increased or modified.
- 21. In order to facilitate my/our instructions in the Letter of Credit-i application appearing overleaf, the Bank is authorized to issue the Letter of Credit-i through its oversea's agent. My / our liability under Letter of Credit-i shall not be in any way prejudiced, affected or diminished by reason that the Letter of Credit-i was reissued through the Bank oversea's agent and shall remain in full force and effect.
- 22. We hereby further agree:
  - (a) To the extent permitted by law, Shariah and unless it is due to your gross negligence or wilful misconduct, to indemnify the Bank fully and unconditionally against any losses, damages, claims, penalties, expenses, costs (legal or otherwise including costs on a solicitor and clients basis) which may be suffered by the Bank or claimed against the Bank as a result of its issuance of any irrevocable Letter of Credit-i herein and/or as a result of its discharging any of our mandate given to the Bank from time to time pertaining to any irrevocable Letter of Credit-i issued herein.
  - (b) That the Bank or any 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 the Bank 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.
- 23. With reference to the Letter of Offer, upon the purchase of the Goods by us (acting on behalf of the Bank), we hereby irrevocably undertake to purchase the same Goods from the Bank at the Sale Price which shall be payable in accordance with the methods as determine by the Bank.

..... Name: NIRC: Date:	..... Name: NIRC: Date:
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