

Application Date:						
	D	D	M	M	Y	Y

APPLICATION FOR DOCUMENTARY COLLECTION / DOCUMENTARY CREDIT / NEGOTIATION

1. Type of Application										
2. Mail										
3.1 With Letter of Credit					3.2 Without Letter of Credit					
<input type="checkbox"/> Negotiation with recourse <input type="checkbox"/> Negotiation/Forfeiting (Usance) upon acceptance of bills (without recourse) <input type="checkbox"/> Presentation to Issuing Bank for payment <input type="checkbox"/> Presentation of claim to Reimbursing Bank with recourse <input type="checkbox"/> Others _____					<input type="checkbox"/> Purchase with recourse <input type="checkbox"/> Collection of proceeds <input type="checkbox"/> Others (please specify) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
4. Drawer/Beneficiary/Presenter's Full Name & Address					5. Drawee/Applicant's Full Name & Address					
Name					Name					
Address					Address					
Business Registration Number					6. Collecting/LC Issuing Bank's Name & Address					
Contact Person Details:										
Name										
Telephone No.										
7. Amount (Currency)					8. Tenor					
					<input type="checkbox"/> Sight <input type="checkbox"/> Usance : <input type="text"/> days <input type="text"/> <input type="checkbox"/> Others (please specify) _____					
9. Please mark the number of documents enclosed:										
	Bills of Exchange	Bills of Lading	Air Waybill	Insurance Policy	Commercial Invoice	Cert. of Origin	Packing List	Delivery Order	Inspection Cert.	Weight List
Original										
Copies										
Other document(s) (please specify):										
10. Brief Description of Goods:										
Purpose Code <input type="text"/>										
<input type="checkbox"/> We confirm and declare that the goods are NOT Strategic Items as defined in the Strategic Trade Act 2010 (STA) and its regulations. <input type="checkbox"/> We confirm and declare that the goods are Strategic Items as defined in the Strategic Trade Act 2010 (STA) and its regulations. Type of permit/document as below: <input type="checkbox"/> Single use <input type="checkbox"/> Bulk <input type="checkbox"/> Multiple use <input type="checkbox"/> Special Permit <input type="checkbox"/> Others (please specify): _____										
Note: To enclose a copy of permit, if this has not been previously provided to the Bank.										

11. Instruction for documents to be sent for collection :

Deliver documents against:
Advise Non-Acceptance and/or Non-Payment by SWIFT
Advise Acceptance and/or Payment by SWIFT
Acceptance/Payment may be deferred pending Arrival of Goods
Send tracers in case of Non-Acceptance/Non-Payment
Protest instructions:

12. Bank Charges and Interest

Mizuho Bank (Malaysia) Berhad charges paid by us. Please debit from our Mizuho Bank (M) Berhad Account No. _____
All Bank charges outside Malaysia [including Mizuho Bank (M) Berhad] to be paid by Drawee/Applicant
All Bank charges outside Malaysia [including Mizuho Bank (M) Berhad] to be paid by us. Please debit from our Mizuho Bank (M) Berhad Account No. _____
Waive
Do not waive Bank Charges and/or Interest if refused by the Drawee/Applicant, please collect from Drawer/Beneficiary.
Collect Interest from Drawee/Applicant at _____ % P.A. from _____ to _____ (if interest to be paid by buyer)

13. Instructions for Proceeds

Upon Negotiation/Purchase/Forfait or Receipt of Collection Proceeds, require to comply with the FEA rules;

For Ringgit Malaysia. Please credit to our Mizuho Bank (M) Berhad Account No. _____
For Foreign Currency. Please credit to our Mizuho Bank (M) Berhad Account No. ① _____ % _____ ② _____ % _____
Please issue your Banker's Cheque/Bank Draft
Remit the proceeds to our account as indicated below:
Bank Name
Bank Swift Code
Account Name
Account No.
Intermediary Bank Details (if any)
Bank Charges <input type="checkbox"/> OUR (Remitter to pay all charges) <input type="checkbox"/> BEN (Beneficiary to pay all charges) <input type="checkbox"/> SHA (Remitter to pay local Mizuho charges and Beneficiary to pay other bank charges)

14. Additional Instructions:**15. Declaration**

- In consideration of our request to you, Mizuho Bank (Malaysia) Berhad ("Bank") to send documents under Collection or Negotiation/Purchase or Forfait (as indicated above), for our account and in accordance with the above instructions, we hereby irrevocably and unconditionally agree to fully abide by the Terms and Conditions for Application for Documentary Collection/Negotiation and terms appearing in Mizuho Bank (Malaysia) Berhad's Facility Letter and/or other relevant agreements which have been and will be advised to us by you and currently in force in Mizuho Bank (Malaysia) Berhad. Unless instructed by us to do so, we acknowledge that Mizuho Bank (Malaysia) Berhad will neither be providing instructions to protest the above mentioned Bill for non-acceptance or non-payment nor does it have obligation to store and insure the goods related to the above mentioned Bill. This Application for Documentary Collection/Negotiation and any subsequent amendment to the Documentary Collection/Negotiation shall be subject to the prevailing International Chamber of Commerce Uniform Customs and Practice for Documentary Credits or International Chamber of Commerce Uniform Rules For Collection, as the case may be.
- We will comply with the Foreign Exchange Administration Rules ("FEA") relating to dealing in currency, borrowing & guarantee, investment in foreign currency asset, payment, security & financial instrument, and export of goods at all times.
- We confirm that the proceeds derived from the export of goods will be received within 6 months from the date of shipment.*
- We acknowledge the requirement to report to BNM in the event export proceeds are not received within 24 months from the date of shipment as required by Notice 7 of the FEA.
- We hereby declare that we are aware of and in full compliance with the Strategic Trade Act 2010 and all the regulations and requirements connected thereto.

* Delay in receiving the proceeds of Export of Goods up to 24 months from the date of shipment is allowed subject to unexpected circumstances or other permitted reasons mentioned in Appendix C of Notice 7 of the FEA.



Authorised Signatory/ies (Complete With Company Stamp, wherever applicable)

Signatory Name

TERMS AND CONDITIONS

1 Utilisation

The applicant may request Mizuho Bank (Malaysia) Berhad ("Bank") to make any collection in respect of any bill, draft or document ("Bill") whether drawn under a letter of credit or otherwise on its behalf by using this application form, accompanied by the relevant Bill or in such other manner as may be agreed by the Bank. The applicant agrees that in receiving any item for deposit or collection the Bank shall not be under any responsibility beyond the exercise of due care. Crediting of any amount to the applicant's account shall be subject to actual payment received in cash from the remitting bank and the Bank shall not be liable in any way for the default or negligence of its correspondents or the applicant's duly selected correspondents or for any loss in transit, and each correspondent shall not be liable except for its own negligence.

2 Commission

Applicant shall pay the Bank a commission for collection of any Bill at such rate as determined by the Bank. The Bank shall be entitled to deduct its commission from proceeds of collection before remitting or crediting the applicant's account.

3 Bank's Rights

The Bank is hereby authorised, at its discretion and upon such terms as it thinks fit, in relation to any Bill, to

- (a) appoint any person in any jurisdiction for any purpose in connection with any Bill and the Bank may deliver or transmit any and all Bills in connection therewith in such manner as the Bank deems fit;
- (b) commence and continue any proceedings and take any steps for the recovery of any Bill of any amount due in respect thereof;
- (c) where 3rd party offers unconditional acceptance or payment by intervention of or assumption of the amount outstanding under any Bill, to agree thereto without prior notice to applicant;
- (d) accept part payment before maturity and deliver a proportionate part of any of such goods to drawees or acceptors of any Bill or consignees of any such goods/things; and
- (e) deliver up the shipping or other documents relating to any Bill only upon payment in full of such Bill, notwithstanding such procedure may be contrary to the applicant's previous instructions if the Bank, its officers, subsidiaries, correspondents or agents deem it advisable.

4 Indemnities

The applicant shall indemnify and keep indemnified the Bank against any currency conversion, taxes, losses, costs, damage, and/or expenses (as to the amount of which the certificate of the Bank shall be conclusive) which the Bank may incur or sustain by reason of or arising in any way whatsoever out of its collection in respect of any Bill.

5 Force Majeure

The Bank will not be responsible or liable for any expense, loss, damage, liability or other consequence ("Loss") suffered or incurred by the applicant arising from any cause of any kind which may be or may reasonably be suspected by the Bank to be beyond its control, and the applicant agrees to assume all risks of any such Loss.

6 Disclosure

- (a) The applicant irrevocably consents and authorises the Bank and/or its officers to, (i) disclose and/or obtain any document, record or information relating to its collection in respect of any Bill and any and all information relating to the applicant ("Information") to any person as the Bank thinks fit; (ii) to use or apply (without notice to applicant) any such Information and any other information relating to applicant which collected, gathered, received, captured, compiled, secured and/or obtained by the Bank through or by whatever means and methods, for such purpose(s) as determined by the Bank at its sole discretion.
- (b) The Information may be used, stored, transferred, compiled, matched or exchanged in such manner as the Bank thinks fit.
- (c) The applicant hereby agrees that any branch, subsidiary or parent company of the Bank shall also be entitled to make disclosure to the Bank and/or to the other branches, subsidiaries or parent company of the Bank.
- (d) The applicant acknowledges and agrees that the permission given under this Clause 6 (Disclosure) is for the purposes of Financial Services Act 2013 and that no further consent from the applicant or any other person is required for the purposes of this section and the applicant hereby confirms that the Bank and its officers shall not be liable in any manner for disclosing or furnishing such Information referred to in this Clause 6 (Disclosure), whether by way of loss or damage (whether indirect, consequential or punitive) or any monetary loss to the applicant or any other person.

7 Governing Law

These terms and conditions herein are governed by and to be constructed in accordance with the laws of Malaysia. The Bank and the applicant irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

For Bank Use Only		
M-BOSS		
Approved	Checked	Made