

Export Collection Bills Application Form (Without Letter of Credit)

We hand you drafts and/or documents as specified below for disposal in accordance with the instruction mentioned herein.

Drawer (Name & Address) : Contact Person: _____ Phone No.: _____	Collecting Bank : Bill Currency & Amount :
Drawee (Name & Address) :	Bill of Exchange No.and Date : Description of Goods :
Tenor of Bill of Exchange 1. At Sight 2. _____ Days After Sight 3. Others : _____ (Please specify)	

Documents enclosed (please indicate the number of originals and copies)

	Bill of Exchange	Commercial Invoices	Packing List	Bill of Lading	Air Waybill	Insurance Policy/ Certificate	Certificate of Origin	Inspection Certificate	Beneficiary Certificate	Weight List	Delivery Order
Original											
Copies											

Other Document(s) (Please specify) : _____

We hereby instruct you to dispose the draft and relative documents by following our instructions marked "X"

<u>Instruction to Collecting Bank</u>		
Release documents against	Payment	Acceptance
Collect drawer bank charges from	Drawer	Drawee
Collect drawee bank charges from	Drawer	Drawee
For non-payment /non-acceptance	Protest	Do not Protest
For charges / interest	Waive	Do not Waive
Other Instructions (Please specify) : _____		
** This documents should be handled with the Subject in accordance to the Uniform Rules for Collections, 1995 revision, ICC Publication No.522.		

Proceeds Disposal : Please credit our Account with you upon receipt of funds. Other Instruction (specify) _____	We instruct KBZ Bank to despatch the bills by courier service at our risks under the Terms and Conditions set forth on reverse page and to debit our account below for all your charges. Account No : Signature & Company Stamp : Date :
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TERMS AND CONDITIONS FOR EXPORT DOCUMENTARY COLLECTION

1. DEFINITION

In this Terms and Conditions, the following terms shall have the following meaning unless the context so otherwise requires

- 1.1 “**Customer**” refer to a KBZ Bank customer using the Bank’s products or services.
- 1.2 “**KBZ BANK**” means Kanbawza Bank Limited and all the branches of KBZ Bank, including any branches that shall be set up by KBZ Bank in the future.
- 1.3 “**Business Day**” means a day other than a Saturday, Sunday, public holiday or bank holiday in Myanmar.
- 1.4 “**CBM**” means the Central Bank of Myanmar.
- 1.5 “**Term**” means the term of this terms and conditions determined in accordance with the provisions of Clause11.
- 1.6 “**Website**” means the KBZ Bank Website at www.kbzbank.com.

2. TERMS AND CONDITIONS

- 2.1 Any draft which Customer enclosed with the application for collection together with invoices or other documents representing or relating to the goods, and all goods represented thereby or to which the documents relate, shall be pledged to and/or held by the Bank as a continuing security for all sums which we may from time to time be actually or contingently indebted or liable to the Bank on any account or receive from the Bank for the purchase/discount/advance of the drafts and/or other documents.
- 2.2 Any purchase/discount/advance by the Bank are with recourse to Customer under all circumstances and notwithstanding the absence of instruction to protest the drafts for non-payment or non-acceptance and subject to the Bank’s conditions and to those of the Bank’s branches, correspondents and agents as well as to all applicable laws, regulations and rulings.
- 2.3 All charges, transit interests, costs and expenses arising out of or in connection with all matters herein



are chargeable to and payable by us if not paid or not fully paid by the drawer and Customer shall also pay the Bank any difference in amount received by the Bank.

2.4 Customer authorise the Bank at its absolute discretion without notice to us and at the Customer 's expense:

2.4.1 to land and store any goods and/or transship the same to any other port; to pay any freights, warehouse, dock, customs, duties, and other charges on the Customer 's behalf;

2.4.2 to convert into local currency at the Bank's discretion any monies received by the Bank and to debit the Customer 's account with all costs, charges and loss on exchange thereby incurred;

2.4.3 to accept payment from the drawees or acceptors before maturity or any discount/advance arrangement;

2.4.4 to pay on our behalf and charge the Customer for such charges for commission between merchant and correspondent and such interest exchange notarial and banking charges payable in these circumstances.

2.5 The Bank may sell all or part of the goods represented by the drafts and/or the related documents or to which they relate insofar as the same have been pledged to the Bank without demand for payment or notice to the Customer or any other person in such manner as the Bank thinks fit in any one or more of the following circumstances:

2.5.1 on default of acceptance or payment on presentation of any draft or of any sums due hereunder;

2.5.2 on our failure to repay on demand any payment made by the Bank or other indebtedness of the Customer to the Bank together with all interest, commissions and other charges in respect thereof; or

2.5.3 if and when the Bank considers it desirable having regard to the market value of the goods that the goods should be sold whether or not any contingent or other liability of ours to the Bank shall have actually matured, and after deduction of any commission to which the Bank is



entitled and expenses incurred, to apply the net proceeds in payment of such drafts and/or indebtedness (including any indebtedness that arises by virtue of the Bank exercising the Bank's right of recourse) or liability of ours to the Bank, with interest, and re-exchange expenses and the balance, if any, to be placed at the Bank's option against any other of the Customer drafts and subject thereto to be accounted for to the Customer. If such proceeds are insufficient to satisfy such payment obligations, the Customer shall pay the amount of the deficiency forthwith upon the Bank's demand.

2.6 Customer undertake:

- 2.6.1 to keep all goods insured against fire and all other usual risks in such amount as the Bank may specify and, in case of damage or loss, to recover the proceeds and apply them in accordance with the Bank's directions. The Bank shall nevertheless be at liberty itself to insure the goods against whatever risk and for whatever amount, whatever the Bank may think fit, and to charge the Customer's with the cost of such insurance . In the event of any claim arising under any insurance the Bank is authorised to recover the full amount thereof, to assign to the Bank the policy(ies) for that purpose and to take all necessary steps to effect and perfect such assignment;
- 2.6.2 to reimburse to the Bank on demand, and authorise the Bank at the Bank's discretion without any demand, all charges, costs and expenses incurred in warehousing, storing, insuring or releasing all or any of the goods or other securities, including any costs and charge incurred in connection with the conversion of any sum into a different currency, as well as any charges, cost and expenses which may be incurred by the Bank's agents or correspondents in connection therewith;
- 2.6.3 to reimburse the Bank for all advances made against documents of title or other documents which may not have been duly taken up on presentation;



- 2.6.4 to provide the Bank with funds to meet re-exchange expenses and interest at the current prevailing rate for the respective currency as determined at the Bank's sole discretion from the date of the financing or payments to the Customer's till the date the Bank receive reimbursement; and
- 2.6.5 to execute and sign all transfers and other documents and do all acts and things which the Bank may from time to time require for perfecting the Bank's title to the goods or any part thereof or for vesting or enabling the Bank to vest the same itself, its nominees or any purchaser.
- 2.7 The Bank's holding of additional securities and/or the receipt of goods and/or documents by the Bank shall not prejudice the Bank's rights on any draft in case of dishonor nor shall any recourse or proceedings taken thereon. It is also agreed that the Bank's rights against the Customer shall not be prejudiced owing to any such drafts not having been noted and/or protested in the event of dishonor by non-acceptance and/or non-payment.
- 2.8 Without prejudice to the generality of the other terms and conditions herein, where financing is provided to the Customer pursuant to our application, the Customer shall and do hereby assign unconditionally and irrevocably to the Bank all rights, interests, benefits, entitlements, debts, suits and choses in action as are due under or in connection with the underlying contract of sale between the Customer and the drawee and/or the draft and the Customer irrevocably authorise the Bank to give notice of such assignment to the drawee and his banker.
- 2.9 Customer agree that the Bank may commence any legal action or proceedings in our name (or jointly in our name and the Bank's) if necessary and that the Customer will provide the Bank with the Customer's full and diligent co-operation, including the execution of any documents, affidavits and powers of attorney, in any action or proceedings commenced (whether in our name or not) to enforce any and all the Bank's rights hereunder.
- 2.10 The request for collection is subject to Uniform Rules for Collections (1995 Revision), International



Chamber of Commerce Publication No. 522 (URC 522). In the event of any inconsistency between the terms and conditions herein and the provisions of URC 522, the terms and conditions herein shall prevail.

- 2.11 If there occurs in relation to the collection an extraordinary event (as defined below), the Bank shall have the sole discretion to receive payment under the collection in any alternative currency at such exchange rate as the Bank may determine in the Bank's discretion. Provided the Bank undertake such action in good faith, any such action shall be binding on the Customer who shall be liable for any additional loss, damages, costs, charges and/or expenses incurred by the Bank. An "extraordinary event" shall mean any event which the Bank believes to have a material adverse effect, including any form of exchange control restriction or requirement of whatsoever nature affecting the availability, convertibility, credit or transfers of currencies or funds, any form of debt or other moratorium on jurisdictions, individuals, or entities, any devaluation, re-denomination or de-monetization and/or any form of restriction or requirement which in the Bank's good faith opinion adversely alters or changes the rights or obligations which the Bank undertook.
- 2.12 Customer irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and the Bank's overseas branches, in any manner howsoever, of any account information relating to us including but not limited to details of the Customer 's facilities, the securities taken, the Customer 's credit balances and deposits with the Bank to (i) the Bank's head office, any of the Bank's representatives, documents checking and processing centers and branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to our facilities, (iv) any guarantors, third party pledgers or security providers and the Bank's agents and independent contractors, (v) any insurers with whom insurance cover is taken out in connection with our application, and (vi) any third party for use in connection with the provision of Bank's products or services.





3. TAX

Customer also irrevocably and unconditionally undertake and agree that where any commercial tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by the laws of Union of Myanmar or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks), they shall be borne by or chargeable to us and payable by the Customer to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of the Customer 's accounts with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect Of this agreement and the transactions contemplated thereunder.

4. LIMITATION OF LIABILITY

- 4.1 Neither party will be liable to the other for any loss of profits, loss of data, loss of use, cost of cover, business interruption or other special and incidental, indirect, punitive or consequential damages, howsoever caused, under whatsoever theory of liability, arising from the performance of, or relating to, this terms and conditions, unless either party causing loss did so willfully, negligently or without the due care and skill required for someone in the position of that party.
- 4.2 The Bank shall not assume any responsibility whatsoever for the choice of the correspondent which is to act as the collecting banks or for their acts, omissions or conduct in the discharge of their duty as the correspondent bank.
- 4.3 The Bank shall not be responsible for any act of omission, default, suspension, insolvency or bankruptcy of any correspondent to whom the drafts and/or documents representing or relating to the goods may be sent under collection or any agent thereof, or for any delay in remittance, loss of exchange or loss of such drafts and/or documents or its proceeds during transmission, or in course of collection.
- 4.4 The Bank assume no responsibility for the authenticity or genuineness of documents delivered to the Bank, nor for the quantity, quality, condition genuineness, identity, title of delivery of the goods to



which the documents relate.

5. INDEMNITY

- 5.1 The Customer agrees to defend, indemnify and hold harmless KBZ Bank against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney fees) or claims caused by or resulting from the use of the services.
- 5.2 Customer irrevocably and unconditionally undertake and agree to indemnify the Bank, the Bank's successors and assigns in full and at all times to keep the Bank, the Bank's successors and assigns fully and completely indemnified from and against all liability, claims, demands, actions, proceedings, payments, losses and expenses whatsoever including, without limitation, legal costs as between solicitor and client which may be made or taken or incurred or suffered by the Bank in connection with the request for collection including, without limitation, liabilities arising from any and all discrepancies that may exist between the documents enclosed with the request, regardless of whether or not such discrepancies are identified or advised by the Bank.

6. RIGHT OF SET OFF

- 6.1 The Customer is obliged to return any excess funds inaccurately credited due to erroneous transactions by a third party or by the Bank or for any reason. Where such funds do not rightfully belong to the customer, the Bank may deduct such excess deposits without any restriction, notice or by all reasonable other means.
- 6.2 Set-off or debit any and all our accounts with the Bank with (a) all monies chargeable to us and with the amount unaccepted or unpaid drafts against other documents of title or other documents for which we are liable to the Bank or any deficiency arising after realization; (b) the amount due to the Bank (including all charges, interest, and expenses whatsoever) and any amount outstanding to our credit may be so applied to reduce our liability or indebtedness to the Bank in respect of the application; and (c) in the event that the Bank exercise the Bank's right of recourse against the Customer. Any and all



currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.

7. WARRANTY

- 7.1 As a condition of the use of services, the Customer warrants to KBZ Bank that the Customer will not use services for any unlawful purpose. The Customer agrees to abide by all applicable laws, rules, regulations and statutory requirements regarding the use of services.
- 7.2 As a condition of the use of services, the Customer warrants to KBZ Bank that the Customer will not use services for any unlawful purpose. The Customer agrees to abide by all applicable laws, rules, regulations and statutory requirements regarding the use of services.

8. INTELLECTUAL PROPERTY

KBZ Bank is an owner of all intellectual property rights, whether in contents or wording, pictures, signs, logo, trade service marks, trade name as well as all design works, in all documents and websites of KBZ Bank. The Customer must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. The Customer shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name or other intellectual property right of KBZ Bank.

9. FORCE MAJEURE

The Customer understands that KBZ Bank shall not be liable for any failure of or delay in the performance of this services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, sanctions, boycott, failure of electricity, equipment failure, epidemic or any other force majeure event. KBZ Bank performance of this services will, to the extent that it is prevented, hindered or delayed by such



circumstances, be suspended until such circumstances cease to exist. KBZ Bank will not be liable to the Customer or any other party or be considered in breach of this terms and conditions for a failure to perform, or delay in performing, any such obligation set out in this terms and conditions while those circumstances continue.

10. SEVERABILITY

Each of the provisions of this terms and conditions shall be several and distinct from one another. If any of the provisions of these terms and conditions becomes invalid, void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be thereby affected or impaired.

11. TERMINATION

KBZ Bank shall have the right to terminate this services or any access or KBZ Bank related services in full at its discretion for any time, with or without cause, effective immediately.

12. AMENDMENT

The Customer acknowledges that KBZ Bank reserves the right to amend, modify or substitute any provisions of this terms and conditions or to the services and/or any charges at any time for any reason at its sole discretion and without any prior notice. The Customer shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the website.

13. DATA PROTECTION AND DISCLOSURE INFORMATION

The Customer agrees that KBZ Bank may contact, inquire, maintain, collect, disclose and use any or all information concerning the Customer as necessary and appropriate or as KBZ Bank deems beneficial to the Customer in receiving information on other product and/or service. The Customer agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.





14. LANGUAGE

This terms and conditions is made in both English and Myanmar and both versions shall be equally authentic and effective. In case of any discrepancy between two versions, the Myanmar version shall prevail.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 These terms and conditions shall be governed by, and construed in accordance with, the laws of the Republic of the Union of Myanmar and the Courts in Myanmar shall have exclusive jurisdiction to solve any dispute arising from or under these terms and conditions.
- 15.2 Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Bank in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against the Bank, we agree that Myanmar Courts shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this Agreement. We agree to waive and do so waive any right vested on us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.

16. ANTI-MONEY LAUNDERING AND SANCTIONS

- 16.1 KBZ Bank is subject to anti-money laundering laws in the Republic of the Union of Myanmar and certain countries, which may prohibit KBZ Bank from entering or concluding transactions involving certain persons or entities.
- 16.2 The Customer must provide all information required by KBZ Bank in order to manage its anti-money laundering or counter-terrorism financing and risks from the economic trade sanctions or to comply with any other laws and regulations of the Republic of the Union of Myanmar.
- 16.3 The Customer declares and undertakes that the process of any transactions by KBZ Bank will not breach any of the laws in Myanmar or any other country.
- 16.4 Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the



Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.

17. ASSIGNMENT

- 17.1 The Customer shall not assign its rights or obligations under this terms and conditions, in whole or in part, nor enter into any subcontract to perform any portion of this terms and conditions, without the written consent of KBZ Bank.
- 17.2 A person who is not a party to this terms and conditions has no right under the Contracts to enforce any of the terms and conditions herein.

18. WAIVERS

Failure or delay on part of either party to enforce any provision(s) of this terms and conditions at any point of time shall not be construed to be a waiver by such party of such rights thereafter to enforce each and every provision of this terms and conditions.

19. NO RELATIONSHIP

Nothing in this terms and conditions shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-merchant between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds or omissions.

