## PRODUCT DISCLOSURE SHEET

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(Read this Product Disclosure Sheet before your business/company decides to take up the product. Be sure to also read the bank's terms and conditions, which includes terms in the Facility Offer Letter, the relevant Application Form, and the Bank's Standard Trade Terms (available at https://www.gbm.hsbc.com/gtrfstt or upon request)

HSBC Amanah Malaysia Berhad (HSBC Amanah)



#### SHIPPING GUARANTEE-i

<Date>

# 1. What is this product about?

Shipping Guarantees-i (SG-i) are issued to enable our customers (buyers) to obtain release of goods\* from the carrier without the submission of the original Bills of Lading. In other words, SG-i enable the customers to take delivery of goods\* before the arrival of the related shipping documents. As goods\* may arrive before shipping documents are received, a Shipping Guarantee-i (SG-i) allows the customers to take control of the goods\* without presenting an original copy of transport documents; thereby avoiding additional storage fees or demurrage charges.

\*subject to being halal goods

### 2. What is the underlying contract of this product?

Shipping Guarantee-i is based on the Shariah contract of Kafalah (Guarantee). Under Kafalah (Guarantee), the Bank becomes the guarantor of the Customer's performance of its obligations that arises from a Shariah Compliant contract or activities, such as Shariah Compliant goods or services, through issuance of the SG-i in favour of third party (shipping company).

### 3. What do I get from this product?

With a SG-i, your business/company may: -

- Receive goods (subject to being halal goods) before effecting payment
- Reduce unnecessary delays to the day-to-day running of your business
- Defer payment until your supplier's documents have been presented
- Eliminate expensive storage/demurrage charges

Refer illustration as following:-

Facility Amount: minimum RM20,000.00; maximum up to facility limit available

**Tenure:** up to approved maximum Tenor

[Please refer to Relationship Manager for further details]

## Standard Cut-Off Times

Standard Cut-Off Times (Monday to Friday except for public holidays) for settlements are subject to the respective foreign currencies cut-off time and provided that complete information is received: -

- Cross Border Payments 12.00 p.m. (exclude AUD & JPY)
- Cross Border Payment 10.00 a.m (for AUD & JPY)
- Ringgit Payments (Rentas) 11.00 a.m.

Note: Service delivery standards shall depend on customer's grouping as "Premier" or "Standard" or as agreed in customer's legal agreements. Kindly contact the Client Services Team for further details on other cut-off times not mentioned above.

## 4. What are my obligations?

Your business/company will need to pay the Bank the full guarantee amount should there be a claim from the shipping company.

#### 5. What are the fees and charges I have to pay?

### Key charges include: -

Key Charges	Description	
Issuance/Endorsement Commission	0.1% of invoice value of the goods (min RM100)	
Unredeemed Shipping Guarantee-i	0.5% p.a. of invoice value if SG-i is not released within 3 calendar months from the date of issue (min. RM100)	
Other charges	Please refer to our schedule of tariff and charges at <a href="https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf">https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf</a> for full list of charges.  The fees and charges above may be updated from time to time and in case of inconsistency, the fees and charges stated in the prevailing standard tariff and charges (which is available at <a href="https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf">https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf</a> ) shall prevail over the fees and charges stated in this document.	

## 6. What if I fail to fulfill my obligations?

#### Right of Recourse

The Bank has the right to demand payment of the full guarantee amount from your business/company in the event the shipping company claims on the SG-i.

#### 7. What if I fully settle the financing before its maturity?

SG-i does not involve the financing of your purchases, however the following types of financing are available for your purchases if required:

- Accepted Bills-i
- Trust Receipt-i

#### 8. Do I need any insurance / takaful coverage?

Whilst you do not specifically need to take up any insurance / takaful coverage for this product, you are encouraged to consider taking up appropriate coverage\* to protect your goods / business such as Marine Cargo Insurance, Fire Commercial or Flexi Business Shield. Please contact your Relationship Manager for further details.

\*Takaful coverage is preferred

### 9. What are the major risks?

In the event the shipping company loses the SG-i, they will then need to provide a discharge letter to the Bank in order to release your business/company from your financial obligation with the Bank.

# 10. What do I need to do if there are changes to my contact details?

It is important that the Bank is informed of any change in your business/company's contact details to ensure that all correspondences reach your business/company in a timely manner. Changes in your business/company's contact details should be formally submitted in writing and duly authorised by the company's authorised signatories. Please contact your Relationship Manager for further clarification.

### 11. Where can I get further information?

• Should you require additional information about taking up Shipping Guarantees-i, please refer to the *bankinginfo* booklet on 'Small and Medium Enterprises - Financing Products for Your Business – Trade Financing – Shipping Guarantee-i (SG-i)', available at <a href="https://www.bankinginfo.com.my">www.bankinginfo.com.my</a>.

Kindly take note that the information available in the *bankinginfo* booklet refers to types of financing products in general, and is not an exact representation of products offered by the Bank.

 If you have any enquiries, please contact your Relationship Manager or Trade representative or visit our website at: http://www.business.hsbcamanah.com.my.

### 12. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact your Relationship Manager earliest possible to discuss
  payment alternatives.
- If you wish to speak to our Trade representative, you may contact us at: Client Service Team
   Tel: 1-300-88-1099

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Email: gtrf.client.services.my@hsbc.com.my

You may also seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling and debt restructuring for individuals and SMEs. You can contact AKPK at:

Level 5 and 6, Menara Bumiputra Commerce,

Jalan Raja Laut 50350 Kuala Lumpur

Tel: 03-2616 7766 (Monday to Friday; 9am - 5:30pm local time)

Email: enquiry@akpk.org.my

• If you wish to complain, please contact the following: -

If you wish to complain on the products & services	If your query or complain is not satisfactorily resolved by
provided by us, you may contact us at:	us, you may contact Bank Negara Malaysia LINK or
	TELELINK at:
HSBC Bank Malaysia Berhad	Bank Negara Malaysia
Customer Experience Team,	Jalan Dato' Onn, P.O. Box 10922
Level 30, Menara IQ	50929 Kuala Lumpur.
Persiaran TRX	Tel: 1-300-88-5465 (1-300-88-LINK)
55188 Tun Razak Exchange, Kuala Lumpur	(Overseas: 603-2174-1717)
Malaysia	Fax: 603-2174 1515
Telephone: +603-2075 6235	Web form: eLINK at <a href="https://telelink.bnm.gov.my/">https://telelink.bnm.gov.my/</a>
Facsimile: +603-88942811	Operating Hours: 9.00am to 5.00pm–Monday to Friday
Operating Hours: (9.00am to 4.00pm–Monday to Friday)	General Number: 603-26988044/2698 9044/9179 2888
E-mail: complaints@hsbc.com.my	

OR alternatively, you may file your dispute with Financial Markets Ombudsman Service (FMOS) as follows:

#### By fax/email/post

Chief Executive Officer
Financial Markets Ombudsman Services (Reg. No: 200401025885)
14<sup>th</sup> Floor, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.

## In Person (walk-in)

Financial Markets Ombudsman Services (Reg. No: 200401025885)
14<sup>th</sup> Floor, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.

## 13. Other trade financing available?

Other trade finance solutions include (but not limited to): -

- Receivables Financing-i
- Supply Chain Financing-i
- Pre/Post-Shipment Buyer Financing-i (including Accepted Bills-i)
- Pre/Post-Shipment Seller Financing-i(including Accepted Bills-i)
- Documentary Credit-i
- Bank Guarantee-i / Standby Documentary Credit-i
- Bills Purchased-i
- Documentary Credit Negotiation-i

Please also contact your Relationship Manager or Trade Representative for details of other Non-Financed Trade Services and/or further discussion on appropriate financing solutions that caters to your company's best interest.

# IMPORTANT NOTE(S):

- Your business/company will be classified as bad and doubtful after 3 months / 90 days default in any facility payments and this trade facility may be withdrawn/cancelled.
- You are advised to go through and understand the information in this Product Disclosure Sheet. HSBC Amanah
  recommends that before you make any decision or accepting any of the Bank's terms and conditions for this product
  (for example, terms and conditions found in facility offer letter, or the Bank's Standard Trade Terms, etc) you
  should consult with qualified professional advisers to obtain the appropriate financial, legal, accounting, tax or

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other advice which is suitable for your business, as well as to ensure adequate understanding of your key contractual obligations under these terms and conditions. We are always ready to assist and provide clarification if you are in doubt. Should you require any support, kindly reach out to your Relationship Manager or the relevant HSBC officer. Your subsequent application for the trade service/facility is deemed as having an understanding of the relevant product (and you have sought for clarification, if required).

• The Customer hereby acknowledges and agrees that by signing this document (or by way of an email confirmation provided to HSBC) all the terms and conditions of the Product Disclosure Sheet have been explained to them.

The information provided in this disclosure sheet is valid as at <insert date>.

Name:
Designation:
Company Name:

Date:

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