# PRODUCT DISCLOSURE SHEET

#### Product Name: Shipping Guarantee-i



(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Shipping Guarantee-*i* (SG-*i*) before you decide to take up this product. You are required to seek clarification with EXIM Bank's (Bank) Relationship Manager assigned to you on any of the terms and conditions governing the said product. Please ensure that you have fully understood the product and the terms and conditions are suited to your financing and/or business requirement.)

## 1. What is this product about?

Shipping Guarantee-*i* (SG-*i*) is a guarantee given by us to the shipping company for the release of goods to you without the presentation of the original Bill of Lading under a specific Letter of Credit issued by us.

## 2. What are the applicable Shariah contracts/concepts for this product?

The Shariah contracts/concepts applicable to Shipping Guarantee-i (SG-i) is Kafalah.

#### Kafalah:

Kafalah refers to a contract where the guarantor conjoins the guaranteed party in assuming the latter's specified liability.

# 3. What do I get from this product?

- Taking delivery of your cargo immediately pending the availability of shipping documents.
- Avoiding any potential demurrage or other port charges for idle goods due to non-availability of the shipping documents.

# 4. What are my obligations?

- You shall indemnify us against any discrepancies in the documents that will be received subsequently and claim that may be made against the SG-*i*.
- You are required to ensure your SG-*i* limit is active and adequate for utilisation.
- Upon submission of the bill of lading or other title documents accompanying the goods to the shipping company, to immediately secure from the shipping company and subsequently return SG-*i* to us.

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

For full list of Bank's fees and charges, please visit our website at <a href="https://www.exim.com.my">https://www.exim.com.my</a>

No.	Type of Fees and Charges	Quantum
1.	Commission under our SG- <i>i</i>	0.1% per month; Min: RM100
2.	Penalty for SG- <i>i</i> not returned within a month from issuance date	0.1% flat

Please request from your Relationship Manager for the Bank's Standard Fees and Charges on Islamic Products and Services. If there are any changes in fees and charges that are applicable to your facility, the Bank will notify you at least 21 calendar days prior to the effective date of implementation.

# 6. What if I fail to fulfil my obligation?

• Your facility may be freeze at our absolute discretion and you will be charged a penalty for not returning the SG-i.

Legal action shall be taken upon your failure to regularize or settle the outstanding amount.

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

Not applicable.



## 8. Do I need a guarantor or collateral?

Not applicable.

## 9. Do I need takaful coverage?

Not applicable.

#### 10. What are the major risks?

- You are required to pay for the demurrage charges, warehouse charges etc. if you fail to claim your goods.
- You are required to pay for the penalty if you fail to return the SG-*i*.
- You shall bear all the costs incurred construed to the legal action against you.

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

- a) It is important that you inform the Bank of any changes to your contact details to ensure that all correspondences reach you in a timely manner.
- b) You may inform the Bank such changes via various channels of communication such as the website or call centre at 03-2601 2000.

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

If you wish to complain on the product or services provided by us, you may contact us at:

Head, Corporate Communication Department Export-Import Bank of Malaysia Berhad Level 1, EXIM Bank, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia Tel: +603-26012000 Fax: +603-26012469 Website: www.exim.com.my

If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives. You may contact your Relationship Manager or send an e-mail to us <u>communications@exim.com.my</u> or contact us at +603-26012000.

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

Agensi Kaunseling dan Pengurusan Kredit (AKPK) Level 5 and 6, Menara Bumiputera Commerce, Jalan Raja Laut, 50350 Kuala Lumpur Tel: +603-26167766 Website: <u>https://services.akpk.org.my/</u> If your query or complain is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

Blok D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur Tel: 1-300-88-5465 Fax: +603-2174 1515 Email: <u>bnmtelelink@bnm.gov.my</u>

#### OR

Financial Markets Ombudsman Service (FMOS) Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur Tel: +603-22722811 Website: http://www.fmos.org.my



# 13. Where can I get further information?

Additional information on Shipping Guarantee-*i* is available at our office and corporate website: <u>www.exim.com.my</u> If you have any enquiries, please contact us at:

EXPORT-IMPORT BANK OF MALAYSIA BERHAD Level 1, EXIM Bank, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia Tel: +603-26012000 Fax: +603-26012469

#### 14. What are other types of guarantee product are available?

- Bank Guarantee-i
- Endorsement of Transport Document-i
- Shipping Guarantee-i
- Standby Letter of Credit-i

# IMPORTANT NOTE: LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU FAIL TO SERVICE YOUR PAYMENT FOR THE FACILITY ON REGULAR BASIS

The information provided in this disclosure sheet as at 4 April 2025.

