# 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 Bank Malaysia Berhad (HSBC)**



#### EXPORT BILLS PURCHASED

<Date>

#### 1. What is this product about?

Export Bills Purchased is a Post-shipment financing against Documentary Collection (non-Documentary Credit Bills) transactions where the exporter may ask its bank / HSBC to advance funds against a shipment that has already been made.

Export Bills Purchased may be obtained in Ringgit or foreign currency.

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

With Documentary Collections, your business/company can obtain financing from HSBC by asking us to purchase the export bill from your business/company, so that your business/company does not have to wait until the bill is paid by the importer. When the bill is paid by the importer, we keep the proceeds to pay off the loan.

This facility helps you with your cash flow requirements.

The financing interest rate is calculated based on an agreed margin plus a published reference rate (e.g. Base Lending Rate, KLIBOR, Risk Free Term Rates such as USD SOFR, GBP SONIA, or EURIBOR) or the bank's internal cost of funds as stipulated in the Facility Offer Letter. Min interest charged is RM30.

## 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 contract the Client Services Team for further details on other cut-off times not mentioned above.

The Bank may, at its sole and absolute discretion, refuse to allow drawings under this Export Bills Purchased facility if the drawee is considered by the Bank to be unacceptable and/or if the transaction in question does not meet the Bank's operational requirements.

#### 3. What are my obligations?

In normal circumstances, the Post-shipment loans are settled by the export proceeds. However, the bank has a right to debit the customer's account for the loan amount where the export proceeds are not forthcoming.

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

Key charges include:-		
Key Charges	Description	
Commission on Bills Purchased	0.1% flat	
	• Min RM50 for customer; RM100 for non-customer	
	• Max RM500 (RM) and RM250 (FCY)	
Urgent Processing Charge (One-	RM100	
off service requests, outside the		
usual service offering, i.e. where		

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a bill is given priority processing over others at the request of the customers)	
Other charges	Please refer to our schedule of tariff and charges at <a href="https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</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.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</a> ) shall prevail over the fees and charges stated in this document.

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

## Right To Set-Off

In the event of a default whereby export proceeds are not forthcoming from the Importer's bank, your business/company will need to pay all additional interest, costs, charges and expenses incurred until the loan is fully repaid, which will be debited and/or set off from any credit balance(s) in any of your business/company's account(s).

#### Late Payment Fees

Late payment fee is at 1% over and above the prescribed interest rate as stipulated in the legal agreement with customer (e.g. Facility Offer Letter); OR 3.5% above the bank's prevailing Cost of Funds.

Please refer to our schedule of tariff and charges at <a href="https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</a> for more information.

## 6. What if I fully settle the loan before its maturity?

This Post-shipment loan can be fully settled before its maturity or receipt of export proceeds and interest pre-paid, if any, for the remaining tenure of the loan will be refunded.

#### 7. 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.

## 8. What are the major risks?

There is minimum risk in terms of changes in interest rates during the tenure of the loan as the financing rate is locked in for the duration of the loan tenure. However, you may face foreign exchange risk for the life of the foreign currency loan.

If your business/company has problems meeting this loan obligations, contact us early to discuss repayment alternatives.

## 9. 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 authorized by the company's authorized signatories. Please contact your Relationship Manager for further clarification.

## 10. Where can I get further information?

Should you require additional information about taking up Export Bills Purchased, please refer to the *bankinginfo* booklet on 'Small and Medium Enterprises - Financing Products for Your Business - Trade Financing - Bills of Exchange Purchased (BEP)', 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: https://www.business.hsbc.com.my.

#### 11. 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

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
provided by us, you may contact us at:	by 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.

# 12. Other trade loans available?

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

- Receivables Financing
- Supply Chain Financing
- Pre/Post-Shipment Buyer Loans (including Bankers Acceptance)
- Pre/Post-Shipment Seller Loans (including Bankers Acceptance)
- Documentary Credit Issuance / Shipping Guarantee
- Bank Guarantee / Standby Documentary Credit Issuance
- Export Documentary Credit Negotiation
- Export Credit Refinancing

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 loan/facility repayments and this trade facility may be withdrawn/cancelled.
- You are advised to go through and understand the information in this Product Disclosure Sheet. HSBC
  recommends that before you make any decision or accepting any of the Bank's terms and conditions for

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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 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: