

ACCEPTED BILLS-i (“AB-i”) TERMS AND CONDITIONS:

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PREAMBLE

The Accepted Bills-i (“AB-i”), which was previously known as Islamic Accepted Bills (IAB) were introduced in 1991 with the objective to encourage and promote both domestic and foreign trade through an Islamic financing mechanism. The AB-i is formulated based on the Shariah concepts of *murabahah* (cost-plus) and *bai’ dayn* (debt trading).

2. *Murabahah* refers to the selling of merchandise at a price based on cost plus profit margin agreed to by both parties. *Bai’ dayn* refers to the sale of a debt arising from a trade transaction in the form of a deferred payment sale.

3. There are two types of financing under the AB-i facility, namely:-

(i) Imports and local purchases; and

(ii) Exports and local sales.

Imports and local purchases

4. An applicable mechanism under this type of financing is the working capital financing under *murabahah*. Under this concept, the bank appoints the customer as the purchasing agent for the bank. The customer then purchases the required goods from the seller on behalf of the bank, which would then pay the seller and resell the goods to the customer at a price, inclusive of a profit margin. The customer is allowed a deferred payment term of up to 365 days. Upon maturity of the *murabahah* financing, the customer shall pay the bank the cost of goods plus the bank’s profit margin.

5. The sale of goods by the bank to the customer on deferred payment term constitutes the creation of debt. The debt is securitised in the form of a bills of exchange drawn by the bank on and accepted by the customer for the full amount of the bank’s selling price payable at maturity. If the bank decides to sell the AB-i to a third party, AB-i will be sold under the concept of *bai’ dayn*.

Imports/Local Purchases AB-i - the bank draws the AB-i (drawing bank) and accepted by the importer/purchaser (acceptor);

Export/local sales

6. The applicable Shariah concept under this type of financing facility is *bai’ dayn*. The customer prepares the sale documents as required under the sales contract or letter of credit. Subsequently, the sale documents are sent to the purchaser’s bank. The customer draws on the bank a new bills of exchange as a substitution bill that represents the AB-i. The bank will purchase the AB-i at a mutually agreed price using the concept of *bai’ dayn* and the proceeds will be credited to the customer’s account.

Exports/Local Sales AB-i - the exporter/seller (drawer) draws the AB-i, and accepted by the bank (accepting bank)

PART I: PRELIMINARY

1. Effective Date

These Accepted Bills-i Terms and Conditions (“Terms and Conditions”) shall be effective from **27 October 2024**.

2. Purpose

The purpose of these Terms and Conditions is to provide a uniform set of procedures, practices, conditions and limitations governing the creation of Accepted Bills-i (AB-i).

3. Coverage

These Terms and Conditions are applicable to AB-i **denominated in Ringgit Malaysia (RM)** drawn on OCBC Al-Amin Bank Berhad (“the Bank”) or seller and accepted by the Bank.

4. Interpretation

In these Terms and Conditions, unless the context otherwise provides:

“**AB-i**” means accepted bills, which is a bills of exchange drawn on or accepted by the Bank in Malaysia in accordance with these Terms and Conditions;

“**AB-i-Purchase**” means a bills of exchange drawn and guaranteed by the Bank on and accepted by the importer/purchaser;

“**AB-i-Sale**” means a bills of exchange drawn by the exporter/seller on and accepted by the Bank;

“**accepting bank**” means the bank which is the drawee and acceptor of an AB-i-Sale (including exports);

“**acceptor**” means the bank and the customer who is the drawee that accept the AB-i Sale and AB-i Purchase respectively;

“**bank**” means an Islamic bank, a commercial bank or merchant bank licensed by Bank Negara Malaysia under the relevant acts;

“**banking hours**” means business hours of the Bank;

“**commercial documents**” means invoices, transport documents (including shipping documents), documents of title or other similar documents, or any other documents whatsoever (not being financial documents);

“**drawer**” means the Bank and the customer who draws the AB-i Purchase and AB-i Sale respectively;

“**drawing bank**” means the Bank which is the drawer of an AB-i Purchase;

“**financial documents**” means bills of exchange, promissory notes, cheques, payment receipts or other similar instruments used for obtaining or evidencing the payment of money;

“**fixed assets**” in relation to the purchaser, include land, buildings, installations, fixtures, fittings, equipment, machinery and any other property (whether movable or immovable) which are not intrinsic components of the final product being produced for sale by the purchaser, but shall exclude movable properties (including equipment and machinery) which are carried by the purchaser as stock-in-trade;

“**goods**” means tangible products or merchandise (including raw materials, semi-finished products and finished products);

“**Non-Resident**” means any person other than a resident;

- an overseas branch/ overseas subsidiary/ regional office/ sales office/ representative office of a resident company;
- Embassies, Consulates, High Commissions, supranational or international organisation; or
- A Malaysian citizen who has obtained permanent resident status of a territory outside Malaysia and is residing outside Malaysia;

“**own AB-i-Purchase**” means, to the drawing bank, an AB-i-Purchase drawn by itself;

“**own AB-i-Sale**” means, to the accepting bank, an AB-i-Sale drawn on and accepted by itself;

“**person**” means a person, whether body corporate or unincorporate, whether head office or branch, incorporated or registered with, or approved by any authority in Malaysia;

“**related corporations**” means related within the meaning of Section 7 of the Companies Act 2016;

“**Resident**” means:

- a citizen of Malaysia, excluding a person who has obtained permanent resident status in a territory outside Malaysia and is residing outside Malaysia;
- a non-citizen of Malaysia who has obtained permanent resident status in Malaysia and is residing permanently in Malaysia; or
- a person, whether body corporate or unincorporate, whether head office or branch, incorporated or registered with, or approved by any authority in Malaysia.

“**supporting documents**” means financial documents and/or commercial documents.

PART II: GENERAL TERMS AND CONDITIONS

5. Procedure for the Creation of an AB-i

The general procedure for the creation of an AB-i is as follows:

- i) An Accepted Bills-i facility (“AB-i Facility”) is arranged with the Bank;
- ii) The required documentary evidence of trade is presented to the Bank for the purpose of drawing an AB-i on the Bank/purchaser; and
- iii) Once the Bank is satisfied that the documents are in order and the AB-i complies with the terms of the AB-i Facility and all applicable conditions for the creation of AB-i specified in these Terms and Conditions, the Bank shall:
 - (a) in the case of AB-i-Purchase, draw an AB-i to be accepted by the purchaser/importer; and
 - (b) in the case of AB-i-Sale, accept the AB-i.

6. General Conditions for Creating an AB-i

6.1 An AB-i may be drawn on and accepted by the Bank/purchaser pursuant to the AB-i Facility, to finance the customer’s genuine trade related purchases from or sales of goods to another person who may be a resident or non-resident, evidenced by proper and adequate documentation.

6.2 The goods involved in the trade transaction shall be tangible goods and non-listed goods (including raw materials, semi-finished products and finished products) and shall be used in the production of non-listed goods (please refer to table A on listed goods)

6.3 Unless otherwise specifically provided for in these Terms and Conditions or approved by the Bank, the “sale “or “purchase” of services **shall not** be eligible for AB-i financing. However, the following activities may be considered for AB-i financing:

- i) Purchase of computer software licences;
- ii) Companies involved in trade-related logistic services such as warehousing, forwarding and shipping; and
- iii) Electricity purchased from independent power producer.

Exemption will be granted on case-by-case basis.

6.4 The Bank **shall not** accept or draw an AB-i that is drawn to finance a sale or purchase of goods, where:

- i) The two parties to the trade transaction are part of a single legal entity (e.g. production department and marketing department of one company or one branch and another branch);
- ii) The two transacting parties are sole proprietorships operated or owned by the same individual or where the proprietors are different individuals related to each other (parent/child or spouse); or

iii) The two transacting parties are partnerships in which the partners are the same individuals or the majority of the partners are common, or one or more common partners own the majority share in the partnerships.

6.5 Where the two transacting parties are related corporations, an AB-i may still be drawn **provided** that the Bank shall take reasonable measures to verify that:

- i) The related corporations are indeed separate legal entities; and
- ii) The trade transaction between the two related corporations was undertaken at arm's length and there was a genuine transfer of title to the goods concerned, evidenced by proper and adequate documentation.

6.6 Extension of AB-i tenure or creation of new AB-i using the same commercial/financial documents of the existing AB-i to repay the financing created by existing AB-i is not allowed.

7. Documentary Requirements

7.1 In general, an AB-i may only be drawn on the presentation of a complete set of documents, as follows:

- i) The customer's declaration that no other source of finance (including under a lease, hire purchase, or factoring agreement) has been or would be obtained for the trade transaction concerned;
- ii) The full set of commercial and/or financial documents, evidencing or acknowledging the trade transaction concerned, unless paragraph 7.2 applies;
- iii) A receipt or other documentary evidence of payment, in the case where the purchaser who is accepting the AB-i has already made payment to the supplier prior to the creation of the AB-i; and
- iv) Letter from the Controller of Foreign Exchange, Bank Negara Malaysia authorising the seller to extend credit terms beyond six months to non-resident purchasers, in the case where the seller intends to draw an AB-i with a tenor of more than six months to finance the sale of goods to a non-resident.

7.2 Where the full set of commercial and/or financial documents may not yet be available on the drawing date or where the transaction is only evidenced by a single document, an AB-i may still be drawn **subject** to the following conditions:

- i) at least one supporting document or the single document is presented;
- ii) the document(s) presented contain at least the following information:
 - (a) **Names and addresses** of the parties to the trade transaction;
 - (b) **Specific description of the goods** which is the subject of the trade transaction;
 - (c) **Financial value** of the trade transaction; and
 - (d) **Terms and conditions** for the settlement of the trade transaction; and
- iii) Where applicable, the remaining documents should be presented for the Bank's record once they become available.

7.3 Financing against *Summary of Invoices* are allowed at the discretion of the Bank, subject to the following conditions:

- i) The summary of invoices must contain the relevant information as mentioned in Paragraph 7.2 ii) of the Terms and Conditions;
- ii) Customers provide an undertaking to the Bank that they will not seek AB-i financing for the same invoices with other banks;
- iii) Customers are to make available the relevant invoices, other related commercial and/or financial documents to the Bank as and when requested by the Bank to do so; and

iv) The Bank shall conduct regular checks on those customers granted AB-i financing against summary of invoices and the results of the checks should be documented for reference and follow-up.

7.4 The commercial and/or financial documents presented to the Bank shall be original copies.

7.5 In the event that the original copies of the commercial and/or financial documents are not available or may not yet be available on the acceptance date, the Bank may accept copies of such documents, which are produced or appear to be produced:

- i) by reprographic systems;
- ii) by, or as a result of, automated or computerised systems; or
- iii) as second or carbon copies;

Provided that such documents:

- i) have a serial number; and
- ii) are authenticated by authorised signatories.

7.6 Unless it is not possible or practicable, the original copies of the commercial and/or financial documents shall be presented for the Bank's record once they are available, even though the AB-i has already been drawn and accepted.

7.7 The Bank shall clearly indicate on the first page of each and every commercial and/or financial document presented that it is financed under the Bank's AB-i.

8. Amount Eligible for AB-i Financing

8.1 Subject to the invoice having a minimum denomination of **RM50,000 and in multiples of RM1,000**, the face value of a AB-i may be **equal to but shall not exceed** the financial value of the trade transaction stipulated in the supporting document (s).

8.2 The financial value of a trade transaction shall be:

- i) In the case of purchases, **the amount of money payable by the acceptor of an AB-i for the full amount of the Bank's selling price** (calculated using the formula as per Appendix I), which includes payment to the supplier of the trade, plus other separate payments to relevant parties (e.g. import duties to the Government, insurance premiums to insurance companies etc.), if applicable, and the Bank's profit margin, which is necessary to effect the trade transaction; or
- ii) In the case of **sales, the amount of money receivable by the drawer (of an AB-i) from the buyer for the settlement of the trade.**

8.3 Any fees, charges, costs, or payments whatsoever payable or receivable as consideration for after-sales services **shall not** be eligible for financing under an AB-i facility.

9. Drawing an AB-i on Multiple Transactions

9.1 A single AB-i may be drawn to finance multiple trade transactions, **subject to** the following conditions:

- i) All trade transactions are of the **same class of transaction** i.e. purchase from non-resident, sale to non-resident, purchase from resident or sale to resident;
- ii) The aggregate financial value of the trade transactions is at least **RM50,000**; and
- iii) The tenor of the AB-i drawn **shall not exceed**:
 - (a) In the case of financing **purchases, 365 days less the period between the date of the earliest supporting document and the date of drawing the AB-i, provided that the Bank declines to accept a transaction documented more than 180 days before the drawing date**; or

(b) In the case of financing **sales, the shortest remaining credit period extended by the drawer (seller) to the purchaser(s) of the goods.**

9.2 Several trade transactions with a minimum of RM1,000 per invoice may be bunched even if:

- i) the trade transactions were undertaken with **different persons**;
- ii) the trade transactions were of **different financial values**;
- iii) the goods purchased or sold were of **different types or descriptions.**

10. Drawing Multiple AB-i on a Single Transaction

Two or more AB-i with the **same or different maturity dates** may be drawn to finance one trade transaction, **subject to** the following conditions:

10.1 The aggregate face value of the AB-i drawn **does not exceed** the financial value of the transaction;

10.2 The records of the Bank identify the AB-i as relating to one transaction; and

10.3 The multiple AB-i must be drawn **on the same day.**

11. Commission

11.1 For AB-i-Sale, the drawer of an AB-i may pay to the Bank a commission for the acceptance service. For AB-i-Purchase, the drawer may charge the acceptor a commission for the drawing service.

11.2 Where an acceptance/drawing commission is payable, the rate of commission shall be determined by the Bank on the basis of an agreed proportion of the face value of the AB-i, expressed in per cent per annum.

11.3 Any minimum rate of commission imposed formally or informally by any bankers' association **shall not** be valid.

PART III: SPECIFICATIONS OF AN ACCEPTED BILLS-i

12. Compliance with Specifications

In addition to the requirements set out elsewhere in these Terms and Conditions, the Bank shall also be required to comply with the specifications and conditions for the accepting/drawing of an AB-i specified in this Part.

13. Specifications of an AB-i Drawn to Finance Purchases

An AB-i drawn to finance purchases shall have the following specifications:

13.1 It is payable in Ringgit Malaysia (RM) to the order of the drawer:

- i) On a specified future date, without days of grace, such date being **not earlier than twenty-one days** from the date of acceptance;
- ii) In an amount of not less than **RM50,000**; and
- iii) At the Head Office the Bank **in Kuala Lumpur**;

13.2 It contains a statement that it was drawn to finance the purchase of goods from:

- i) a resident (s); or
- ii) a non-resident (s) of which details are in the records of the Bank; and

14. Additional Conditions for Financing Purchases

14.1 Only non-listed goods which are purchased for the purpose of trading (i.e. the goods after being purchased would be sold in original form) or for the purpose of further processing or transformation or assembly into a different product (non-listed) sold by the purchaser, would be eligible for financing under an AB-i.

14.2 An AB-i drawn to finance purchases from a resident or a non-resident (including importation, whether or not under a letter of credit), **shall be subject to** the following additional conditions:

i) The goods are **not**:

- (a) Purchased on hire-purchase terms from the supplier;
- (b) Intended to be used as the fixed assets of the buyer; or
- (c) Intended to be leased to another person by the buyer.

ii) The maturity date of the AB-i is determined to be not later than the end of the turnover period deemed reasonable by the Bank for the type of goods involved. The maturity date shall be determined as 365 days less the period between the date of the earliest supporting document and drawing date; and;

iii) The Bank shall not draw a purchase transaction where the earliest supporting document is presented after 180 days from its date of origination.

iv) The acceptor of the AB-i may discount the AB-i with the Bank, or with another person if the purchase has been paid for, in which case the acceptor is entitled to receive the sales proceeds.

v) The acceptor of an AB-i shall be required to sell the AB-i with the Bank if the purchases has yet to be paid, in which case, the Bank is required to pay the sale proceeds to the supplier of the goods.

15. Specification of an AB-i Drawn to Finance Sales

An AB-i drawn to finance sales shall have the following specifications:

15.1 It is payable in RM to the order of the drawer:

- i) on a specified future date, without days of grace, such date being **not earlier than twenty-one days** from the date of acceptance;
- ii) in an amount of not less than **RM50,000** and in multiples; and
- iii) at the Head Office the Bank in **Kuala Lumpur**;

15.2 It contains a statement that it was drawn to finance the sales of goods to:

- i) a resident (s); or
- ii) a non-resident (s) of which details are in the records of the Bank; and

15.3 It is drawn on a standard format as approved by the Bank.

16. Additional Conditions for Financing Sales

16.1 An AB-i drawn to finance export or sales **shall be subject to** the following additional conditions:

i) The usance period of the AB-i **shall not exceed the remaining credit period extended by the drawer (supplier) to the purchaser of the goods**;

ii) The original credit period extended by the supplier to the purchaser **shall not exceed 365 days, provided** that where the purchaser is a non-resident, the prior approval of the **Controller of Foreign Exchange, Bank Negara Malaysian** has been obtained by the supplier to provide original usance terms of more than six months to non-resident purchasers.

iii) The goods **were not sold** under a hire-purchase or sale and lease-back agreement; and

iv) The supplier **does not intend** to sell, or **has not pledged** to sell, or **has not “sold”** the receivable under a factoring agreement.

16.2 The drawer of the AB-i may sell the AB-i with the Bank or with another person.

16.3 The Bank shall collect from the purchaser (of the goods) the sales proceeds on behalf of the supplier, if so requested by the supplier.

16.4 Where the Bank is entrusted to collect the sales proceeds on behalf of the supplier and such proceeds are received by the Bank before the maturity of the AB-i, the Bank shall invest such proceeds on behalf of the supplier in such manner as agreed with the supplier, or the AB-i may be redeemed in accordance with paragraph 19 of the Terms and Conditions.

17. Sales of an AB-i

17.1 The drawer of an AB-i may sell the AB-i with any person except that, in the case of financing purchases, the first person to sell the AB-i must be the Bank, if the acceptor has not yet paid for the purchase.

17.2 The bearer of an AB-i may resell the AB-i with any person.

17.3 The sale proceeds of an AB-i shall be determined by the following formula:

$$P = FV [1 - \{r t/36500\}]$$

where,

P = Market price or sale proceeds

FV = Face or maturity value

r = Annual rate of profit (in per cent per annum)

t = Number of days remaining to maturity

18. Liquidation on Maturity Date

18.1 Upon maturity of the AB-i, the bearer presents the AB-i through his banker to the paying bank for payment after the AB-i is cleared through the Sistem Penjelasan Imej Cek Kebangsaan (SPICK).

18.2 Any liquidation of AB-i on maturity date via the RENTAS system has to conform to the RENTAS Members RULES.

18.3 Where it is not possible for a AB-i to be presented for payment on the maturity date of the AB-i, due to a public holiday (whether known or unexpected) in Kuala Lumpur, the AB-i may be presented for payment on the next working day in Kuala Lumpur, **without** imposing any additional liability on the accepting bank, the drawer or the acceptor of the AB-i.

19. Redemption before Maturity Date

19.1 An AB-i may be liquidated before its maturity date **only if the Bank is the bearer** of the AB-i and upon payment by the acceptor/drawer of the redemption amount computed as follows:

$$RA = FV [1 - \{r t/36500\}]$$

where,

RA = Redemption amount

FV = Face value

r = Mutually agreed redemption rate (in per cent per annum)

t = Number of days remaining to maturity

19.2 Once redeemed, the AB-i **shall be liquidated**, and the obligation of the Bank, the endorsers (if any) and the drawer/acceptor shall be discharged.

20. Authentication

The Bank must be prepared to authenticate its own AB-i upon the request of the bearer during **banking hours**.

Appendix I

Computation of Financing Proceeds (Under Murabahah)

The financial value of AB-i in case of purchases is calculated using the formula as follows:-

$$FV = IV [1 + \{r t/36500\}]$$

Where,

FV = Face or maturity value

IV = Invoice value

r = Annual rate of profit (per cent per annum)

t = Number of days remaining to maturity

Example

If an AB-i of RM1,000,000 IAB is financed under AB-i- Purchase for 90 days at 6.0% per annum, the financial value of the AB-i is derived as follows:-

$$\text{Proceeds} = \text{RM1,000,000} [1 + 6.0 \times 90/36500]$$

$$= \text{RM1,000,000} (1 + 0.0147945)$$

$$= \text{RM1,000,000} (1.0147945)$$

$$= \text{RM1,014,794.52}$$

Appendix II

Computation of Trading Proceeds (Under *bai' dayn*)

The price of AB-i is calculated as a net price expressed on an annual rate of profit basis, based on 365 days in a year, as follows:-

$$P = FV [1 - \{r t/36500\}]$$

Where,

P = Market price

FV = Face or maturity value

r = Annual rate of profit (per cent per annum)

t = Number of days remaining to maturity

Example

An AB-i of RM1,000,000 with 90 days to maturity is sold or purchased at 6.0% per annum, the price is derived as follows:-

Price = RM1,000,000 $1 - 6.0 \times 90/36500$
= RM1,000,000 ($1 - 0.0147945$)
= RM1,000,000 (0.9852055)
= RM985,205.50

Table A

Listed Goods under AB-i transactions

(i) The goods listed below are described in accordance with The Malaysian Trade Classification and Custom Duties Order 2002 - Practical Guide to Customs Duties Order"

(ii) Section refers to the relevant section of the Practical Guide.

(iii) Code refers to the relevant heading/sub-heading given in the Practical Guide.

(iv) The list is subject to revision, if necessary, on verification by Jabatan Kemajuan Islam Malaysia.

Section	Heading/Sub-Heading	Listed Goods
1	1 1.03	Live swine
	01.01.00.100	Race horses
	01.01.19.100	Race horses
	2.03	Meat of swine, fresh, chilled or frozen
	02.06.30	Edible offal of swine, fresh, chilled or frozen
	02.08.20	Frogs' legs, and any parts thereof
	02.09.00	Pig fat free of lean meat, fresh, chilled, frozen, salted, in brine, dried or smoke
	02.10.11	Hams, shoulders and cuts thereof, with bone in
	02.10.12	Bellies (streaky) and cuts thereof
	02.10.19.100	Bacon
	02.10.19.200	Salted pork
	05.01	Human hair, unworked, whether or not washed or scoured, waste of human hair
	05.02.10	Pigs', hogs' or boars' bristles and hair and waste thereof
	05.04	Guts, bladder and stomach of animals (other than fish), whole and pieces thereof, fresh, chilled, frozen, salted, in brine, dried or smoke
05.06	Bones and horn - cones, unworked, defatted, simply prepared (but not cut to shape), treated with acid or degelatinised, powder and waste of these products	
05.11.10	Bovine semen	
3	15.01	Pig fat (including lard) other than that on heading 02.09 or 15.03
	15.02	Fats of bovine animals, sheep and goats, other than those of heading 15.03
	15.03	Lard stearin, lard oil, not emulsified or mixed or otherwise prepared
	15.06	Other animal fats and oils and their fractions, whether or not refined, but not chemically modified
	15.16.10	Animal fats and oils and their fractions
	15.17.90.200	Imitation lard
	15.17.90.600	Mixtures or preparations of animal fats or oils or of their fractions
	15.18.00	Animal fats and oils and their fractions, boiled, oxidised,

		dehydrated, sulphurised, blown, polymerised by heat in vacuum or in inert gas or otherwise chemically, modified, excluding those of heading 15.16: inedible mixtures or preparation of animal fats or oils or of fractions of different fats or oils, not elsewhere specified or included
4	16.02.10	Homogenised preparations
	16.01.10.120	Pork
	16.02.20	Liver of any animal
	16.02.41	Swine - hams and cuts thereof
	16.02.90.200	Preparations of blood of any animal
	22.03	Beer made from malt
	22.04	Wine of fresh grapes, including fortified wines; grapes must be other than of heading 20.09
	22.05	Vermouth of other wines of fresh grapes flavoured with plants or aromatic substances
	22.06	Other fermented beverages (for example, cider, perry, mead)
	22.07	Undenatured ethyl, alcohol of an alcoholic strength by volume of 80% vol or higher, ethyl alcohol and other spirits, denatured, of any strength
	22.08	Undenatured ethyl, alcohol of an alcoholic strength by volume of less than 80% vol; spirit, liquors and other spirituous beverages;
8	41.03.30	Swine - Raw hides and skins
	41.06.31	Swine - Tanned or crust hides and skins (in the wet state including wet blue)
	41.06.32	Swine - Tanned or crust hides and skins (in the dry state - crust)
21	97.03	Original sculptures and statuary, in any material
	97.05	Collections and collectors' pieces of zoological, botanical, historical, mineralogical, anatomical, archaeological etc.