**開 發 信 用 狀 申 請 書**

|  |  |  |  |
| --- | --- | --- | --- |
| 外匯服務中心 |  | APPLICATION FOR IRREVOCABLEDOCUMENTARY CREDIT | 受 理 單 位 |
| 主管 | 經辦 | 利 率 |  | 匯 率 |  |
|  |  |  |  |
| 相關授信程序已辦妥 |
| TO: **玉山銀行** **E.SUN BANK** |  | 主管 | 經辦 |
|  |  |
| 收件單位： | 申請日期：    年  月  日『本申請書為一式多張，請加蓋騎縫章』 |
| 茲請貴行依下列條款開發不可撤銷信用狀一份I/WE HEREBY REQUEST YOU TO ISSUE ANIRREVOCABLE DOCUMENTARY CREDIT UPONTHE FOLLOWING TERMS AND CONDITIONS | 【20】CREDIT NO.信用狀號碼(由銀行填寫)   | 【31】DATE OF ISSUE開狀日期      |
| ADVISING BANK 通知銀行      | 【50】APPLICANT 申請人(英文名稱及英文地址)      |
| (若非本行通匯行則由銀行指定) | TEL：      | 營利事業統一編號：      |
| SWIFT CODE:       | TO BE ADVISED BY [ ] AIRMAIL航郵 [ ] BRIEF CABLE簡電 [ ] FULL CABLE全電＊航郵開發或電報開發，如未註明者，概以「全電」開發。 |
| 【57】ADVISING THROUGH BRANCH通知銀行的分行:      |
| 【32B】AMOUNT NOT EXCEEDING 金額 (小寫)      SAY (大寫)       |
| 【59】BENEFICIARY 受益人(地址、電話)      |
| 【39A】L/C AMOUNT TOLERANCE: +   ％/ -    ％ |
| 【31D】EXPIRY DATE 信用狀有效日期      | EXPIRY PLACE信用狀有效地點[ ] IN THE BENEFICIARY’S COUNTRY[ ]       |
| 【42】AVAILABLE BY DRAFTS AT [ ] SIGHT【即期L/C，不申請 貴行融資】[ ] SIGHT (INTEREST FOR BUYER’S ACCOUNT, TENOR      DAYS AFTER SIGHT) 【買方遠期L/C】 [ ] USANCE     DAYS [ ] AFTER SIGHT / [ ] AFTER B/L DATE/[ ]       (INTEREST FOR SELLER’S ACCOUNT)【賣方遠期L/C】 承兌費 ACCEPTANCE CHARGE ARE FOR [ ] BENEFICIARY’S [ ] APPLICANT’S ACCOUNT（如未註明，視為受益人負擔） |
| 【43P】PARTIAL SHIPMENTS 分批裝運 (如未註明者，概以「准許」開發)[ ] ALLOWED [ ] NOT ALLOWED | 【43T】TRANSHIPMENT 轉運 (如未註明者，概以「不准許」開發)[ ] ALLOWED [ ] NOT ALLOWED | 【44C】LATEST DATE OF SHIPMENT 最後裝運日      |
| 【44A】PLACE OF RECEIPT  (請註明國別) 收貨地：      | 【44E】PORT OF LOADING/AIRPORT OF DEPARTURE (請註明國別) 裝載港：      | 【44F】PORT OF DISCHARGE/AIRPORT OF DESTINATION (請註明國別)卸貨港：      | 【44B】PLACE OF FINAL DESTINATION/PLACE OF DELIVERY (請註明國別)目的地：      |
| 【45A】DESCRIPTION OF GOODS：貨物內容 (請概括綜列，勿太冗長，但仍需儘可能加註貨品之數量及單價)      |
| [ ] FCA [ ] FOB [ ] CFR [ ] CIF [ ] CIP [ ] EX-WORKS [ ] CPT [ ] LOCAL DELIVERY IN       [ ] OTHERS:       |
| 【46A】DRAWN ON YOU/YOUR CORRESPONDENT, ACCOMPANIED BY THE FOLLOWING DOCUMENTS REQUIRED:[ ]  SIGNED COMMERCIAL INVOICE IN    COPIES 商業發票[ ]  SIGNED PACKING LIST IN    COPIES 包裝單 全套或2/3套海運提單以貴行為抬頭人，以申請人為被通知人，註明運費待付/已付，及信用狀號碼。[ ]  FULL SET [ ]  2/3 SET OF CLEAN ON BOARD MARINE BILLS OF LADING MADE OUT TO THE ORDER OF E. SUN COMMERCIAL BANK LTD. NOTIFYING APPLICANT, MARKED “FREIGHT [ ]  COLLECT/ [ ]  PREPAID”, INDICATING THIS CREDIT NUMBER.空運提單以貴行為抬頭人，以申請人為被通知人，註明運費待付/已付，及信用狀號碼[ ]  CLEAN AIR WAYBILLS CONSIGNED TO E. SUN COMMERCIAL BANK LTD. NOTIFYING APPLICANT, MARKED “FREIGHT [ ]  COLLECT/ [ ]  PREPAID” AND INDICATING THE CREDIT NUMBER. 快遞/海運郵包/空運郵包收據，以敝處為受貨人，註明快遞費/郵費，待付/已付[ ]  COURIER/ [ ]  SEA PARCEL POST/ [ ]  AIR PARCEL POST RECEIPT SHOWING APPLICANT AS ADDRESSEE MARKED “ [ ]  COURIER CHARGES/ [ ]  POSTAGE [ ]  COLLECT/ [ ]  PREPAID”. 申請人簽發的貨物收據，註明貨物描述、貨物數量及發票金額，並證明收到的貨物狀況良好。貨物收據須註明簽發日/收貨日，並視簽發日/收貨日為裝運日。[ ]  CARGO RECEIPT ISSUED AND SIGNED BY THE APPLICANT INDICATING THE DESCRIPTION OF GOODS, QUANTITY OF GOODS AND COMMERCIAL INVOICE VALUE, AND CERTIFYING THE GOODS HAVE BEEN RECEIVED IN GOOD ORDER AND CONDITION.  CARGO RECEIPT MUST MARK [ ]  ISSUANCE DATE/ [ ]  CARGO RECEIVED DATE WHICH WILL BE DEEMED TO BE SHIPMENT DATE.照發票金額百分之壹百壹拾投保之全套正本保單，註明以同類貨幣賠償在目的地給付並作空白背書，其保險範圍為：[ ]  INSURANCE POLICY OR CERTIFICATE ALL THE ORIGINALS ENDORSED IN BLANK FOR 110% OF INVOICE VALUE STIPULATING THAT CLAIMS ARE PAYABLE IN FINAL DESTINATION IN THE SAME CURRENCY AND INCLUDING: [ ] 1982 [ ] 2009 INSTITUTE CARGO CLAUSES [ ] A，[ ] B，[ ] C，[ ] AIR，[ ] WAR RISK [ ] STRIKE RISK [ ] FROM WAREHOUSE TO WAREHOUSE[ ]       (如未註明，海運以A條款，空運以AIR條款開發)受益人證明書，證明一份提單正本及一套不可押匯之單據已由受益人於裝船後直接以快遞寄交信用狀申請人[ ]  BENEFICIARY’S SIGNED CERTIFICATE STATING THAT 1/3 ORIGINAL B/L AND ONE COMPLETE SET OF NON-NEGOTIABLE DOCUMENTS HAVE BEEN SENT DIRECTLY TO THE APPLICANT BY COURIER SERVICE AFTER THE SHIPMENT EFFECTED. [ ]  OTHERS：其他單據：      |
| 【47A】SPECIAL INSTRUCTIONS：附特別條款如下：本信用狀為可轉讓，並限定於通知銀行轉讓，一旦轉讓，請通知受讓人的名稱及地址且通知開狀行文件是否需經替換[ ] THIS CREDIT IS TRANSFERABLE AND TO BE TRANSFERRED BY ADVISING BANK ONLY. IN CASE OF ANY TRANSFER, PLEASE ADVISE US THE NAME AND ADDRESS OF TRANSFEREE BY SWIFT/TELEX AND ADVISE US WHETHER THE DOCS WILL BE SUBSTITUTED OR NOT. 可允許金額與各項貨品數量\_\_\_ %增減[ ]     % MORE AND LESS ON AMOUNT AND INDIVIDUAL QUANTITY IS ALLOWED.      |
| 【48】提示期間：匯票及單據須在裝船後   天內提示押匯，但不得逾本信用狀之有效期限。 [ ] PRESENTATION PERIOD：DRAFTS AND DOCUMENTS TO BE PRESENTED FOR NEGOTIATION WITHIN     DAYSAFTER THE DATE OF SHIPMENT BUT NOT LATER THAN THE EXPIRY DATE OF THIS CREDIT. |
| 【49】CONFIRM保兌（如未註明者，概以「WITHOUT」開發） [ ] WITHOUT [ ] CONFIRMED [ ] MAY ADDCONFIRMING CHARGES FOR保兌費用由 [ ] 買方APPLICANT [ ] 賣方BENEFICIARY 負擔【58】CONFIRMING BANK保兌銀行 (如未註明者，概以「通知銀行」為保兌銀行)       | 【71D】ALL BANKING CHARGES OUTSIDE ISSUING BANK INCLUDING ADVISING AND REIMBURSING CHARGE, IF ANY, ARE FOR [ ] APPLICANT’S [ ] BENEFICIARY’S ACCOUNT (如未註明者，概以「受益人」負擔） |
| ※請注意下列各點，並詳細填註，如因漏填而於信用狀發開後發生問題時，由申請人自行負責。1. 遠期信用狀之利息，如未註明由何方負擔者，概以「由買方負擔」開發。
2. 裝船日期與信用狀有效日期，如未註明者，概以三個月計算。
3. 信用狀申請書以英文及數字為開發電文之依據，中文說明供參考使用。
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DOCUMENTARY CREDIT AGREEMENT 信用狀約定書

上項開發信用狀之申請倘蒙貴行核准，申請人自願確切遵守下列各條款：

IN CONSIDERATION of your granting above request, I/We hereby bind myself/ourselves duly to comply the following terms:

1. 申請人於貴行開發不可撤銷信用狀之同時，先向貴行結購部份外匯充為保證金備作抵付前項信用狀項下匯票票款及／或應付款項之用，結購時請貴行發給「信用狀結匯證實書」以資證明，申請人並承認前述「信用狀結匯證實書」及／或「信用狀」上所戴「信用狀金額」與「信用狀結匯證實書」上所載「結匯金額」之差額即為貴行為申請人所墊款之金額，並同意以「信用狀結匯證實書」或貴行有關文件為其憑證。

I/We hereby settled with you for the exchange amount as a margin of issuing this Documentary Credit upon our application. I/We agreed that the said margin will be used, as prepayment for the retiring of draft(s) drawn under and/or the payments due on this Documentary Credit. At the time of the settlement, Please issue us your “Exchange settlement Certificate for Letter of Credit” I/We hereby further agreed that, based on the “Exchange Settlement Certificate for Letter of Credit” or your relative documents, the difference between the amount of Documentary Credit shown on the “Exchange Settlement Certificate for Letter of Credit” or the “L/C amount” and the “amount settled” shown on “Exchange Settlement Certificate for Letter of Credit” is regarded as the advance to us.

1. 本申請書確與有關當局所發給之輸入許可證內所載各項條件及細則絕對相符，並已逐一遵守，倘因申請人對於以上任何各點之疏忽致信用狀未能如期開發，由申請人自行負責，又貴行有刪改本申請書內之任何部份，俾與輸入許可證所載者相符之權，此外申請人應遵守國際商會於二OO七年修訂信用狀統一慣例(發行物編號600)之規定。

This application must be in strict accordance with the conditions, specifications etc. as set forth in the Import Permit issued by the competent authority of the CHINESE GOVERNMENT in this connection. The applicant shall be solely responsible for any delay in issuance of DOCUMENTARY CREDIT due to the negligence on the part of the applicant with this request. You have the right to alter or even delete any part or parts of this application so as to be consistent with the permit. The applicant is requested to observe the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS 2007 revision fixed by THE INTERNATIONAL CHAMBER OF COMMERCE (Publication No. 600)

1. 貴行為達成申請人之指示，得逕予指定另一銀行或金融機構為本信用狀項下匯票及／或單據及有關各項應付款項之付款人，或利用另一銀行或金融機構之服務，如此辦理之費用及風險，均歸申請人負擔。

You are authorized to nominate another bank or financial institution to honor or to pay against a draft and /or documents, or all the sum that may be due on said draft and/or documents, or to utilize their services for the purpose of giving effect to the instructions of the applicant for the credit, do so for the account and at the risk of the latter.

1. 關於本信用狀項下之匯票及／或單據等，如經貴行或貴行之代理行認為在表面上尚屬符合貴行依本申請書所開發之信用狀條款之規定者，申請人願按期照付。

I/We hereby bind myself/ourselves duly to pay at your offices at maturity under this DOCUMENTARY CREDIT, if the drafts and /or documents appear in the discretion of yourselves or your agents to be correct their face.

1. 上項匯票或單據等，縱或在事後證實其為非真實或屬偽造或有其他瑕疵，仍應由申請人照付。

I/We agree to duly accept and pay such drafts, or documents even if such drafts and/ or documents should in fact prove to be incorrect, forged or otherwise detective.

1. 本信用狀之傳遞錯誤，或遲延，或其解釋上之錯誤，及關於上述單據所載貨物，或貨物之品質或數量或價值等之有全部或一部份滅失或遲遞或因未經抵達交貨地，以及貨物無論因在海面或陸上運輸中或運抵後或未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素等各情事，以致喪失或損害時，仍應由申請人照付。

I/We further agree to engage myself/ourselves duly to accept and pay for any errors or delays in transmission or interpretation of this Documentary Credit or for the loss or non-arrival of part or of all the aforesaid documents, or the quality, quantity or value of the merchandise represented by same, or for any loss or damage which may happen to said merchandise, whether during its transit by sea or land or after its arrival or by reason of the non-insurance or insufficient insurance thereof or by whatever cause or for the stoppage, or detention thereof by the shipper or any party whomsoever~~.~~

1. 與上述匯票及／或單據及有關之各項應付款項，以及申請人對貴行不論其現已發生，或日後發生已經到期或尚未到期之其他債務，在未清償以前貴行得就本信用狀項下所購運之貨物、單據及賣得價金視同為自己所有，並應連同申請人所有其他財產：包括存在貴行及分支機構，或貴行所管轄範圍內之保證金、存款餘額等，貴行均得移作上述各種債務之共同擔保，以備清償各種債務之用。

I/We further agree that the title to all property and/or shipped under this DOCUMENTARY CREDIT the documents relating thereto and the whole of the proceeds thereof, shall be and remain in you until the payment of the drafts and /or documents or of all sums that may be due on said drafts and /or documents or otherwise and until the payment of all other indebtedness and liability, now or hereafter created or incurred by me/us to you due or not due, it being understood that said documents and the merchandise represented thereby and all my/our other property, including securities and deposit balances which may now or hereafter be in your or your branches possession or otherwise subject to your control shall be deemed to be collateral security for the payment of all the above-Said debts.

1. 如上述匯票到期而申請人不能照兌時、或貴行因保障本身權益認為必要時，貴行有權決定將上述財產(包括貨物在內)以公開或其他方式自由變賣，就賣得價金扣除費用後抵償貴行借墊各款。

I/We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion whenever I/We shall fail to accept or pay the said drafts and/or documents on due dates or whenever in your discretion. It is deemed to necessary for the protection of yourselves and after deducting all your expenses to reimburse yourselves out of the proceeds.

1. 本信用狀如經展期或重開，及修改任何條件，申請人對於以上各款均願意繼續遵守。

In case of extension or renewal of this DOCUMENTARY CREDIT or modification of any kind in its terms, I/We agree to be bound for the full term of such extension or renewal.

1. 本申請之簽署人如為二人或二人以上時，對於本申請書所到各項條款，自當共同連帶及個別負其全部責任，並負責向貴行辦理一切結匯手續。

In Case this request is signed by two or more, all promises or agreements made hereunder shall be joint and several. I/We herewith bind myself/ourselves to settle exchange on drafts drawn under this DOCUMENTARY CREDIT with your goodselves.

1. 為防制洗錢及打擊資恐之目的，申請人同意以下事項：
2. 貴行於發現申請人（或其高階管理人、實質受益人及交易有關對象）為資恐防制法指定追查制裁之個人、法人或團體，以及外國政府或國際組織認定之恐怖份子或團體（下稱制裁及恐怖份子名單），得逕行拒絕業務往來或暫時停止或終止本約定事項所載之各項交易與業務關係，而無須另通知申請人及交易有關對象。
3. 貴行為確認申請人（或其高階管理人、實質受益人及交易有關對象）是否為制裁及恐怖份子名單，申請人及相關人員應即時提供資料供貴行確認，如申請人或相關人員不配合，致貴行未能即時比對，造成交易之遲延、終止、拒絕或失敗，貴行不負擔損害賠償責任。
4. 對於申請人不配合審視、拒絕提供實質受益人或對客戶行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明等，貴行得暫時停止交易、拒絕交易，或暫時停止或終止業務關係。

For the purpose of anti-money laundering and countering terrorism financing, the Applicant agrees the following:

1. This Bank may refuse or suspend, or terminate a part or all dealings covered in this Agreement without any prior notification to Applicant(s) or related person(s) hereof, only if this Bank deems Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be either individual(s) or entity(s) designated to be investigated or sanctioned under Counter-Terrorism Financing Act; or terrorists or terrorist groups identified by foreign governments or international organizations ( hereinafter referred to as“Sanctioned and Terrorist List”) .
2. In the circumstance where the Bank is unable to timely conduct data-matching with regards to whether this Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be designated under Sanctioned and Terrorist List, this Bank should not be liable for this Applicant(s) or relevant personnel is unwilling to immediately provide information, which causes any losses or damages due to any delay, termination, refusal or failure of transactions.
3. This Bank may suspend or refuse the transactions, or suspend or terminate a part or all dealings with this Applicant, if this Applicant is recalcitrant in or refuse to provide information regarding its beneficial owners, persons holding controlling interest, etc.; or regarding the nature, intent, source of fund of transactions, etc.
4. 本申請書英譯部分僅供對照參考，若有任何出入概以中文為準。

The English translation which appears in this Application is for reference only. If any discrepancy exists, the Chinese text shall always be prevailing.

**聲明事項：**

**本公司董、監事或其他有代表權之人而為本授信案之連帶保證人，其職務於本筆授信動用時，仍舊在任。**

Yours faithfully

申 請 人

APPLICANT

|  |
| --- |
| 驗 印 |
|  |

 (蓋原留印鑑 Authorized Signature)

電話：

地址：