

出口押匯/出口託收申請書

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| --- | --- |
| **Application for** | **Negotiation under Letter of Credit** |
| **Outward Collection of Bills** |

申請日期Date(yyyy/mm/dd): **/**    **/**

**一、承作方式**Instruction**:**

(一）**出口押匯Negotiation under L/C**

**墊款** **Discount  託收Pay upon receipt of funds**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | |  | | --- | |  |   信用狀號碼  L/C No.: | | |  | | --- | |  |   幣別及金額  Currency & Amount: |
| 開狀銀行Issuing Bank: | |

(二） **D/P付款交單(Deliver documents against payment)**  **D/A承兌交單(Deliver documents against acceptance)**

期限Tenor：     Days after  Sight  B/L

|  |  |
| --- | --- |
| 幣別及金額Currency & Amount: | |
| |  | | --- | | 代收銀行Collecting Bank: | | 地址Address: | | |
| |  | | --- | | 付款人Drawee: | | 地址Address: | | |
| 費用  Charge | 由付款人負擔All charges including commission are to be paid by the drawee.  由申請人負擔All charges will be paid by us. |
| 拒絕證書  Protest | 作成拒絕證書Protest for non-acceptance and/or non-payment.  無須作成拒絕證書Do not protest for non-acceptance and/or non-payment. |

**二、茲檢附下列單據/匯票，請准予辦理押匯/託收，申請人同意並了解遵守本申請書之附加條款：**

We send you herewith documents accompanied by the drafts (if any) for negotiation/collection and we realize and agree to the overleaf

Terms and Conditions.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 文件  名稱  Docs. | 匯票  Draft | 商業發票  COMM.  INV. | 提單  B/L  (AWB) | 包裝單  Packing List | 產地證明  Cert. of Origin | 保險單Ins. Cert. | 受益人證明  Ben’s Cert. | 檢驗證明Insp. Cert. |  |
| 份數  No. Encl |  |  |  |  |  |  |  |  |  |

**三、款項處理方式**Disposal of proceeds:

請兌換新臺幣後撥入申請人設於貴行新臺幣存款帳號

Please convert to TWD and credit our account No. **.**

請撥入申請人設於貴行外匯存款帳號

Please credit our account No.in bill’s currency.

按預售遠期外匯(交易編號…)兌換新臺幣並撥入申請人設於貴行新臺幣存款帳號

Please Settle under FX Forward Contract No.)and credit our TWD account (A/C No.).

其他Other:

申請人Applicant:

|  |  |  |
| --- | --- | --- |
| 銀行專用填寫For Bank Use Only | | |
| 外匯指定單位核 章 | 國際事業營運部/外匯指定單位 | |
| 外 匯 經 辦 | 外匯主管 |
|  |  |  |

統一編號Registration No.:

電話Tel:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreed and Accepted by Applicant (請蓋原留印鑑Authorized Signature)

**附加條款** Terms and Conditions

1. 申請人證明所有與本筆出口押匯有關之信用狀，包括其修改書等業經全部向貴行提示無誤，至前頁押匯/託收款，請依照外匯

管理之有關規定結付。

We certify that all advice(s) relative to credit instruments including advice(s) of amendment. If any, have been submitted to you without

failure. Please process the negotiation/collection described in the surface of this application in accordance with relevant laws and

regulations.

1. 申請人同意如因單據上之欠缺、瑕疵，或因單據正由貴行審核中，致不能及時完成押匯/託收手續。而使貴行蒙受匯率變動之

損失時，概由申請人自行負擔與貴行無涉。

We further make it known that we agree to stand any loss which may occur through fluctuation of the exchange rates during the time you

are checking the documents before negotiation/collection or consequent on delays in negotiation/collection upon your discovery of

some shortfall(s) or discrepancy(ies) in the documents, and we undertake that you will not be held responsible for any such losses.

1. 申請人保證貴行得於規定期間內收妥本筆押匯/託收款，並保證決不使貴行因辦理本筆押匯/託收而遭致任何損害。本筆押匯/

託收單據如因文件之瑕疵(不論係貴行已指出者或嗣後由貴行/信用狀開狀銀行發現者)或其他因素發生退票、拒付或因開狀銀行或付款銀行倒閉或外匯短缺或郵遞轉撥等情事，致使貴行不能於規定期限內收妥款項時，不論為該票據之全數或一部，申請人於接獲貴行通知後，願立即如數以原幣清償所欠本金，並就貴行墊付押匯款之實際期間，依其幣別按押匯日貴行所訂一般外匯授信利率，加計遲延利息償還，並願負擔一切有關之費用;決不以票據之要件欠缺、所提示之單據未能全部退回、法律上各項手續不完備、或時效消滅等情事為藉口，而拒絕清償。

We guarantee that you can receive the proceeds within the time period established by you and further undertake to hold you harmless

and indemnified against any discrepancy(ies) (no matter identified either by you or the issuing bank) and/or any circumstance(s) which

may cause non-payment and/or non-acceptance of the said draft(s)/document(s) and/or bankruptcy of such issuing bank and/or loss

in exchange and/or loss of items during transmission. We shall refund you the principal with any interest and/or related expenses that

may be accrued and/or incurred in original currency on receipt of your notice to that effect. And we hereby agree to pay the deferred

interest in case of default in payment of the indebtedness when due the interest calculated according to your prevailing foreign exchange

advance interest rate on the date of negotiation. We shall never refuse to pay off the debt on any excuses of lack of prerequisites and/or

not returning the document(s) and/or incompleteness of various legal procedures and/or extinction prescription, etc.

1. 申請人聲明願拋棄一切抗辯權，並免除拒絕證書之作成(除D/A、D/P於本申請書勾選作成拒絕證書外)及票據債權保全上之通知及其他法定手續，並願依照申請人另立之「授信契約書」所列條款履行責任。

We hereby willingly declare to waive all rights of defense, and exempt from protest (unless request 「protest for non-acceptance and/or

non-payment」 under D/A、D/P) , the notice of safety for claims of bills , and other legal procedures, and will fulfill responsibilities

according to the terms and conditions listed in “FACILITIES AGREEMENT” otherwise signed by us.

1. 除本約定條款另有規定外，前述押匯/託收應適用國際商會最新制定實施之信用狀及託收統一慣例，包括“但不限於”信用狀

統一慣例及託收統一規則。

Except as otherwise provided herein, the negotiation/collection hereunder is subject to the most up-to-date rules published by The

International Chamber Of Commerce applicable to such negotiation or collection, including without limitation, Uniform Customs and

Practice For Documentary Credits And Uniform Rules For Collection.

1. 申請人同意貴行為防制洗錢及打擊資恐之目的，依據「洗錢防制法」、「資恐防制法」等相關規定，進行以下管理措施：

(1)貴行如發現申請人或相關聯人為資恐防制法指定制裁之個人、法人或團體，以及受外國政府或國際組織認定或追查之恐怖分

子或團體，貴行得拒絕業務往來。

(2)申請人不配合定期審視、對交易之性質與目的或資金來源不願配合說明，貴行得暫時停止交易，或暫時停止或終止業務關

係。

(3)貴行如發現申請人為指定制裁之個人、法人或團體，貴行得禁止申請人對其金融帳戶、通貨或其他支付工具，為提款、匯

款、轉帳、付款、交付或轉讓之行為；或對其所有財物或財產上利益，為移轉、變更、處分、利用或其他足以變動其數

量、品質、價值及所在地之行為，貴行亦得停止為申請人收集或提供財物或財產上利益。

We agree with the Bank’s controls below implemented in accordance with the Money Laundering Control Act and the Counter-

Terrorism Financing Act:

1. If the Bank becomes aware that the applicant or his/her related party is an individual, legal person, or group subject to the Counter-

Terrorism Financing Act sanction，and recognized as a terrorist or a terrorist group by a foreign government or by an international

group the Bank may refuse dealings with the applicant.

(2)If the applicant is uncooperative with regular review and refuse to explain on the nature and purpose of transaction and the source of

fund, the Bank may put the transaction on hold temporarily, or temporarily discontinue or terminate the dealings with the applicant.

(3)If the Bank becomes aware that the applicant is an individual, legal person, or group subject to sanction, the Bank may prohibit the

applicant from making withdrawal, remittance, transfer, payment, delivery or assignment in connection with his/her financial account,

currency or other payment vehicle, or prohibit he/she from assigning, changing, disposing of, or utilizing his/her property or

interests thereon the property, or prohibiting such action taken in a manner sufficient to change the quantity, quality, price and location of

the property above. The Bank may also stop collecting or providing property or interests thereon for the benefit of the applicant.

七、本約定事項應以中文文義為主，如有未盡事宜，悉依一般銀行慣例及有關法令辦理。

The Chinese text of this application will be legal, and matters not addressed herein shall be in accordance with the general banking

practice and the relevant laws and regulations.