開發信用狀申請書

**Application for Issuance of Documentary Credit**

**茲請貴行依下列條款開發不可撤銷信用狀一份** 申請日期Date(yyyy/mm/dd):      **/**    **/**

**We Hereby Request You to Issue an Irrevocable Documentary Credit Upon the Following Terms and Conditions.**

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| --- | --- |
| 【20】Credit No.信用狀號碼（由銀行填寫）&【31C】Date of Issue（日期） | 【50】Applicant申請人（英文名稱及英文地址） |
| 【31D】Expiry Date and Place信用狀有效日期及地點 |
| Advising Bank 通知銀行（本欄若未填寫，由本行指定） | |  | | --- | | 【32B】金額（小寫）：  Amount Say（大寫）： | |
| 【59】Beneficiary 受益人   |  | | --- | |  | | 【39】容許度：+ 百分比  ＋   ％ －   ％  L/C Amount Tolerance：  ±     ％ |
| 【41D】Available with  Any Bank  Issuing Bank  By  Negotiation  Payment  Acceptance  Deferred Payment |
| 【42】Against Beneficiary’s draft at （1）Sight（2）      天  After sight  After B/L date Others:  for （1）Full invoice value （2）      % Invoice value drawn on Taichung Commercial Bank. | |
| |  | | --- | | 【43P】Partial Shipment 分批裝運 允許Allowed 不允許Not Allowed  【43T】Transhipment 轉運 允許Allowed 不允許Not Allowed  【44A】Place of Taking in Charge收貨地.  【44E】Port of Loading/Airport of Departure 裝載港/起運機場  【44F】Port of Discharge/Airport Destination 卸貨港/目的機場  【44B】Place of Final Destination/ Delivery 最終目的地.  【44C】Latest Date of Shipment 最後裝船日       【Price Terms】（價格條件）：FAS FCA FOB CFR CPT CIF CIP EX-WORK Other | | 【45A】Description of Goods：（貨物名稱）（請概括綜列，勿太細長） |   【46A】Documents Required 須檢附之單據  1.Signed Commercial Invoice in      copies indicating this credit no.  2.Full set 2/3 set/Copy of originals (plus     Non-negotiable copy(ies)) of “Clean-On-Board” ocean Bills of Lading made  out to the order of Taichung Commercial Bank  Clean air waybills consigned to  Taichung Commercial Bank  marked “Freight Collect/Prepaid “ indicating this credit no. , Notify applicant with full address./  3.Packing list in       copies.  4.Insurance policy in duplicate, endorsed in blank for 110% invoice value stipulating that claims are payable  in Taiwan /in      ,  in the same currency, and including：Institute Cargo Clauses  (A)  (AIR) B C 01.01.2009  Institute WAR Clauses (Cargo) Institute Strike Clauses (Cargo) Additional risk to be covered (if any)  Covering from Seller’s Warehouse to Buyer’s Warehouse.  5.Beneficiary’s certificate stating that：  One original Bill of Lading One complete set of Non-negotiable documents have been sent directly to  the applicant by Registered mail Courier service Fax within       days after shipment. Air mail receipt Courier  receipt Fax report must be presented for negotiation.  6.Others:   |  | | --- | |  |   【47A】Additional Conditions 附特別條款如下：L/C NO. must be indicated on all documents. This Credit is Transferable in       only.   |  | | --- | |  | | |
| 【71D】Banking charges 國外費用：  All banking charges except issuing charge are for  Applicant’s Beneficiary’s Account. | 【48】Period for presentation in days 提示期間：      days  After the date of shipment  Other |
| 【49】Confirmation Instructions 保兌指示：  Confirm May Add Without.  Confirmation charges are for Applicant’s  Beneficiary’s Account. | 本遠期信用狀利息由申請人負擔，請 貴行  對外開發即期信用狀，惟對內向 貴行融資     天。  對外開發受益人負擔     天利息之遠期信用狀，另自匯票到期日起向 貴行融資     天。 |

**(續正面)**

**DOCUMENTARY CREDIT AGREEMENT信用狀約定事項**

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, we hereby bind myself/ourselves duly to comply the following terms:

一、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。

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.

二、上項匯票及/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，概與貴行及貴行之代理行無涉，仍應由申請人照付。

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 defective, in which case no responsibility shall

rest with you, and your agents.

三、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，均與貴行或貴行之代理行無涉，且在以上任何情形之下仍應由

申請人照付。

We further agree that you or your agents are not responsible 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, engaging myself/ourselves

duly to accept and pay in all like instances.

四、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，均任憑貴行移作上述各種債務之共同擔保，以備清償

各種債務之用。

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.

五、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，貴行得不逕通知而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，毋須另行通知申請人。

We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion without notice me/us whenever 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.

六、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絕對遵守，不因展期、重開或條件之修改而發生任何異議。

In case of extension or renewal of this Documentary Credit or modification of any kind in its terms, we agree to be bound for the full term of such extension or renewal, and notwithstanding any such

modification.

七、本申請之簽署人如為二人或二人以上時，對於本申請書所列各項條款，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. We herewith bind myself/ourselves to settle exchange on drafts drawn under this Documentary

Credit with your goodselves.

八、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.

九、本申請書確與有關當局所發給之輸入許可證及/或我們所提供之交易文件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，貴行概不負責。又貴行有刪改本申請書之任何部份，俾與輸入許可證及/或我們所提供之交易文件所載者相符之權。此外，申請人並應遵守國際商會現行適用之信用狀統一慣例、求償規則與國際標準銀行實務等之規定。

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 ROC Government/and our transaction document in this

connection. You shall not hold 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 import permit and/or our transaction document. The applicant is also requested to observe the currently applicable UCP,URR,ISBP or other rules published by

the ICC.

十、申請人同意寄達貴行之單據其內容與原信用狀條款不符時，經貴行通知日起三日內仍未向貴行表示拒收該單據，則該單據視為已被申請人接受，倘日後如有任何糾紛，均由申請人自負

全責，與貴行無涉。

And it is agreed that in case the contents of the documents received by you differ from the terms of the said Documentary Credit and we failed to indicated to you my/our refusal to accept such documents within

three days from receipt of your notice. It shall be deemed that such documents have been accepted by us. Should any dispute arise in the future, we shall assume full responsibility , being a matter of no concern to

you.

十一、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.

十二、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.

申請人Applicant:

統一編號Registration No.:

電話Tel:

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| 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 |
|  |  |  |

Agreed and Accepted by Applicant

(請蓋原留印鑑Authorized Signature)