## 開 發 信 用 狀 申 請 書 APPLICATION FOR LETTER OF CREDIT

此致 臺灣銀行

TO: Bank of Taiwan

L/C to be issued by SWIFT

茲已於合理期間內審閱背面所列全部約定條款,並同意依該等條	【31C】Date of Issue(日期)		
款申請開發不可撤銷信用狀,其內容如下:	【20】Credit No.(由銀行填)		
Having examined all the terms and conditions on the reverse side hereof	【31D】Date of Expiry (有效期限)		
within a reasonable period of time, I/we agreed those terms and conditions	and Place for Presentation of Documents(單據提示地點):		
and request your bank on our behalf for our account and according to	in the beneficiary's country		
following instructions to issue [40A] an irrevocable  transferable	at the issuing bank's counter		
documentary credit (marked where appropriate)	at the negotiating bank		
Advising Bank (通知銀行) (如需指定銀行時,請填列)(換行時請按Alt+Enter)	【50】Applicant(申請人名稱及地址)	(換行時請按Alt+Enter)	)
【CO】D C' (应公 [ 为硕丑 [LL] ) (概定叶钟放射。F , )	LOOP I A C. C. (J. EZ)		
【59】Beneficiary(受益人名稱及地址) (換行時請按Alt+Enter)	【32B】Amount in figures(小寫)	元氏達拉 Alt + Enter)	
Amount in words(大寫) (換行時請按Alt+Enter)			
	[39A] Percentage Credit Amount Tol	lerance: About	± %
[41a] available with any bank			
[42C] by sight payment	negotiation at sight/	at	
deferred payment at	acceptance of beneficiary's draft		
for full invoice value drawn on you or your correspondent against the following			
[43P] Partial shipments	•		
[43T] transhipment allowed not allowed conditional			
[44] Dispatch/ Shipment from [44E] Port of loading/Airport of Departure			-
【44A】 ☐ Place of Taking in Charge/Dispatch from/Place of Receipt			
to [44F] Port of Discharge/Airport of Destination			
[ 44B ] Place of Final Destination/For Transportation to/Place of Delivery			
[44C] Latest date of shipment:			
【45A】Description of Goods and/or Services    本貨品須辦理簽證(須輸	入許可證),CCC.Code.	(換行時請	安Alt+Enter)
Trade Terms: (請勿選取二項以上) EX-WORKS FAS	FOB FCA CFR CPT	CIF CIP other term	ns
[46A] Documents required:			
1.Commercial invoice in copies manually signed, indicating this credit number and Import Permit No			
2.Insurance Policy or Certificate in duplicate, endorsed in blank, in the same currency of the credit for 110% of the invoice			
value including Institute Cargo Clauses			
	lauses(Cargo)   Institute Strikes Clau	ses(Cargo)	
3.	ade out to the order of	Sairran	
	de out to the order of Bank of T Prepaid Collect" and notify applica		
Clean Air Transport Document consigned to Bank of T		redit number marked "Freight	
prepaid collect" and notify applicant.	arwan applicant, indicating this c	realt number marked Treight	主
courier post receipt addressed to Bank of T	aiwan applicant, indicating this c	redit number and notify	管
applicant marked "Freight Prepaid Collect"			В
	4. Packing List in triplicate. Packing List in		
5. Beneficiary's certificate certifying that 1/3 original bill of lading and one complete set of non-negotiable shipping			會
documents have been sent to the applicant directly after shipment.			
6. Copy of beneficiary's fax / email to applicant (fax no / email:			
	vising L/C NO., description of commodition	es,invoice amount, date of	
shipment and name of vessel within days after shipment.			主
7. Other documents:			辨
			_
			經
			辨
[47A] Additional conditions:			
The draft(s) must bear the clause: Drawn under documentary credit No.		issued by Bank of Taiwan	
Others: % more or less in quantity and amount are acceptable	e.		驗
			EP
[71D] Banking charges:			
1.All banking charges outside of issuing bank including reimbursement contains a second contains a sec		applicant's account.	
2.Confirmation charges are for account of beneficiary	applicant	【聲明事項】	
3.Other charges		本公司董、監事或其他有代表權之人而	
[48] Presentation period:		保證人,於本筆授信動用時,仍舊在任 Signature of Applicant	T ,
1 1	nent □ acceptance □ deferred	Signature of Applicant (申請人兼立約人簽章)	
payment within days after the date of shipment, but not later than the		(中明八本业約八短早)	
<u> </u>	•		
	f requested by beneficiary.		
[58a] Requested Confirmation Party:		T-11	
[53a] Reimbursement Bank:		Telephone (電話):	
[57a] "Advise through" Bank: This Cradit will be subject to the UCP/UCP/UCP/UPP Latest Version of the ICC insofar of	as they are applicable	(請蓋公司設立/變更登記表或院上之公司及名表人之意)	<b></b>
This Credit will be subject to the UCP/UCPURR Latest Version of the ICC insofar a	as mey are applicable.	上之公司及負責人之章)	

## 約定事項

本信用狀之開發申請倘經貴行核准,申請人同意遵守下列各條款:

- 一. 於本信用狀下之匯票及(或)單據等,如經貴行或貴行之代理行審查認為在表面上與信用狀條件尚屬符合,申請人一經貴行通知或 提示匯票及(或)單據時,應立即贖單、或到期付款、或承兌並屆期照付。
- 二. 上述匯票及(或)單據等縱在事後證實,其為非真實,或屬偽造、變造,或有其他瑕疵,概與貴行及貴行之代理行無涉,申請人 絕不以任何理由為抗辯而拒絕清償本信用狀項下債務。
- 三. 本信用狀因傳達機關傳遞中發生之錯誤或遲延、或專門術語解釋上之錯誤,及有關上述單據、或單據所載貨物、或貨物之品質或 數量或價值等之全部或一部滅失或遲延或未抵達交貨地,以及貨物無論在運輸中或運抵後,因未經保險或保額不足、或因任何第三者 之阻滯或扣留、或因其他因素等情形,以致喪失或發生損害時,均與貴行或貴行之代理行無涉。在以上任何情形之下,該信用狀款項 仍應由申請人全額照付。
- 四. 如上述匯票及(或)單據等有關債務到期而申請人不能照付時,貴行有權將申請人寄存貴行之各種存款及對貴行之一切債權期前清償 ,並將上述期前清償之款項及申請人交付貴行之保證金抵銷申請人對貴行所負本債務。抵銷自貴行發出之抵銷通知到達或視為到達 申請人後,溯及貴行最初得為抵銷時發生效力。同時貴行發給申請人之存款憑單、摺簿或其他憑證在抵銷之範圍內失其效力。 又如申請人有他項財物存於貴行,在申請人未清償全部債務前,貴行得依法留置之。
- 五. 如上述匯票及(或)單據等有關債務到期而申請人不能照付時,申請人授權貴行得代向海關報關提貨,並得拍賣或自由處分 (即處分方法、時間及價格等,由貴行自行決定)所進口之貨品及其他擔保物。貴行因處分上開貨品及其他擔保物所生之關稅、 倉租、運費、雜費及其他相關費用,以及因此所受之任何損失,均由申請人負擔。申請人以本申請書為本條授權之證明, 並承諾在對貴行所負債務未全部清償前,絕不撤銷授權。
- 六. 本信用狀如經延期或重開或修改任何條件,申請人對於以上各條款仍願絕對遵守,不因延期或重開或條件之修改而有異議。
- 七. 申請人如為二人(含)以上時,申請人全體對於本申請書所列各條款應負連帶清償之責,並負責向貴行辦理一切結匯手續。
- 八. 申請人動用放款借據(進口融資專用)項下之借款額度(以下簡稱約定借款額度)、或動用委任開發信用狀約定書項下之進口押匯額度,申請開發或修改信用狀時,均以本申請書或(及)信用狀修改申請書作為動用額度之證明。申請人於上開借據所定循環動用期限內動用約定借款額度申請開發或修改遠期信用狀時,本申請書或(及)信用狀修改申請書即作為「借款支用申請書」,由貴行於約定借款額度內墊付撥貸。
- 九. 貴行為達成申請人本次申請之指示,除申請人另有其他書面指示並經貴行同意外,得逕予指定另一金融機構為本信用狀項下匯款及 (或)單據及有關各項應付款之付款人,或利用另一金融機構之服務,因此所衍生之費用及風險,除有可歸責於貴行之事由外, 均由申請人負擔。
- 十. 若輸入者屬限制輸入貨品時,申請人願將經簽證之輸入許可證交付貴行收存,並保證本申請書之申請事項確與輸入許可證內所載各項 條件及細則完全相符,且已一一遵守。倘因可歸責於申請人之事由而致信用狀未能如期開發,貴行毋須負責。
- 十一. 申請人願遵守開狀當日有效之法國巴黎國際商會信用狀統一慣例之規定。本信用狀提示之匯票及(或)單據上金額之幣別如為歐元、或歐洲經濟貨幣聯盟參加國之原始貨幣者,申請人並同意遵守國際商會1998年4月6日 470/822決議。
- 十二. 申請人如欲索取信用狀函(電)副本,應於本申請書所載開狀日後三個營業日內至貴行辦理,否則貴行不負保管及補發責任。
- 十三. 貴行為『防制洗錢』及打擊資恐之目的,申請人同意進行以下措施,
  - 1、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)為資恐防制法指定制裁之個人、法人或團體,以及外國政府或國際組織認定或追查之恐怖分子或團體(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。
  - 2、對於申請人不配合審視、拒絕提供高階管理人、實質受益人及交易有關對象等資訊、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、拒絕交易或終止業務關係。
  - 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,造成交易之失敗或延遲,貴行不負擔損害賠償責任。
- 十四.本申請書涉訟時,以貴行營業所在地之法院為管轄法院,並適用中華民國法律。但法律有專屬管轄或排除合意管轄之特別規定者從其規定。
- 十五. 本申請書中文版本與英文版之內容不一致時,以中文版為準。
- 十六. 本約定事項如有未盡事宜,悉依有關法令之規定及申請人與貴行簽訂相關約據之約定辦理。