

致：大陸商中國銀行股份有限公司台北分行（「貴行」）

To: BANK OF CHINA LTD., TAIPEI BRANCH ("the Bank")

開發不可撤銷信用狀申請書 APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

申請人（名稱及地址）Applicant(Name & Address) _____ _____ _____		信用狀號碼 DC Number : _____
進口商帳號(請務必填寫) Importer Account Number: _____		
聯絡電話 In case of query please call telephone number: _____ 聯絡人 Contact Person: _____		
受益人（名稱、地址，電話或傳真號碼） Beneficiary (Name, Address and Phone/Fax no.) _____ _____ Contact Person 聯絡人: _____	通知銀行 Advising Bank (如未填寫或與貴行未通匯，則同意由 貴行指定)	
申請日 Date of Application Month _____ Day _____ Year _____	開狀日 Date of Issue Month _____ Day _____ Year _____	
信用狀有效期限及生效地點 Date and Place of Expiry of this Credit (which documents must be presented) 有效期限: Month _____ Day _____ Year _____ 生效地點: _____	信用狀類型 Form of DC <input type="checkbox"/> 可轉讓 transferable <input type="checkbox"/> 不可轉讓 not transferable <input type="checkbox"/> 背對背 back to back	
開立信用狀方式 Credit to be established by <input type="checkbox"/> 詳細電報 Full cable <input type="checkbox"/> 郵寄 Airmail		
幣別及金額（小寫數字）Currency and Amount in Figures _____	可容許之金額及數量差異度 Allowance of Variation in Credit Amount and Quantity +__% / -__%	
分批裝運 Partial Shipments <input type="checkbox"/> 許可 allowed <input type="checkbox"/> 不許可 no allowed	轉運 Transhipment <input type="checkbox"/> 許可 allowed <input type="checkbox"/> 不許可 no allowed	提示期限 Period for Presentation _____ days 信用狀動用方式係由 Available with <input type="checkbox"/> 任何銀行 any bank <input type="checkbox"/> 通知銀行 advising bank <input type="checkbox"/> 開狀銀行 issuing bank By <input type="checkbox"/> 即期付款 sight payment <input type="checkbox"/> 延期付款 deferred payment <input type="checkbox"/> 承兌 acceptance <input type="checkbox"/> 讓購 negotiation
發送地/接管地/收受地 Place of taking in charge/Dispatch from/Place of receipt _____ 裝載港/起運機場 Port of loading/Airport of departure _____ 卸貨港/目的地機場 Port of discharge/Airport of destination _____ 最終目的地/卸貨地/ Place of final destination/For transportation to/Place of delivery _____		匯票 Drafts : <input type="checkbox"/> 需匯票 : <input type="checkbox"/> at sight <input type="checkbox"/> at _____ day's sight Drafts required : <input type="checkbox"/> at _____ day's after the date of shipment drawn on Bank of China Ltd., Taipei Branch for <input type="checkbox"/> full <input type="checkbox"/> net <input type="checkbox"/> __% invoice value of goods <input type="checkbox"/> 不需匯票 Not required
裝運期限 not later than Month _____ Day _____ Year _____		
進口貨物之名稱及數量（簡要敘述避免過多細節） Name and Quantity of Goods (brief description without excessive detail) _____ _____		

貿易條款 Trade Term FOB FCA CFR CPT CIF Other(please specify)_____

所需單據及其份數 Documents Required

- (1) Invoice(s) in ___ originals ___ copies.
(2) Packing List in ___ originals ___ copies.
(3) Certificate of origin in ___ originals ___ copies.
(4) For shipment by sea Full set 2/3 set original clean "On Board" bills of lading Multimodal or combined transport document made out To order, endorsed in blank or to the order of Issuing bank Applicant Shipper, marked freight Prepaid Collect and Notify Applicant _____
 For shipment by air, Original Air Waybill Marked "for the Consignor" signed by the carrier or his agent, evidencing dispatch to Issuing bank Applicant _____ marked Freight Prepaid Collect and Notify Applicant _____
 Cargo Receipt issued and signed by the authorized signatory of Applicant (whose signature(s) must be in conformity with the record held in the issuing bank's file) Certifying that the goods have been received in good order and condition, mention date of receipt of goods, total value, quantity of goods received and this DC No.
(5) Marine/Air Insurance Policy or certificate in negotiable form and blank endorsed for full CIF/CIP value 10% covering Institute Cargo Clauses(A)/(Air), Institute War Clauses (Cargo)/(Air Cargo) and Institute Strikes Clauses (Cargo)/(Air) evidencing claims payable at destination Taiwan in the currency of the credit.
(6) Beneficiary's Certificate certifying that 1/3 original bill of lading and one set of non-negotiable documents have been sent/faxed directly to the Applicant.
(7) Others (Please specify)

(if CFR/CPT or FOB/FCA shipment, insurance to be covered by Applicant Ultimate buyer.)

保兌指示 CONFIRMATION INSTRUCTION

- 需要 required (charge are for account of Beneficiary/ Applicant)
 無需 not required

費用 Charges

All banking charges outside the country of issuance of this credit are for account of Beneficiary/ Applicant
開狀手續費 DC issuance fee for account of Beneficiary/ Applicant (僅適用於遠期信用狀)(For usance DC only)
承兌費 Acceptance commission for account of Beneficiary/ Applicant
貼現費 Discount interest for account of Beneficiary/ Applicant
Please debit DC opening commission and cable/postage fees to our account number _____ - _____ - _____

其他指示 Additional Instruction :

- 如收到單據符合信用狀條款，請自本公司下列帳號扣款支付
For immediate settlement, on receipt of documents as in order please debit our account number _____ - _____ - _____。
 請以本公司申請之出口託收融資/押匯款項支付：
 信用狀 付款交單 承兌交單。
Please settle by financing our exports documents as per Application and Agreement for Export Trade Collection/Negotiation Under DC presented under DC DP DA ___ days
請承做進口貸款付款
Please finance payment of drawings under this DC by debit to an Import Loan for ___ days。
 Please fix exchange rate under forward exchange contract no.

貴行應本公司所述之要求，並依背面所列條款開發不可撤銷信用狀。

We request the Bank to issue an Irrevocable Documentary Credit for our account in accordance with the above instruction (marked with an X where appropriate) and subject to the conditions printed overleaf.

申請人簽章 (請用原預留印鑑)
Applicant's Signature/Chop

S.V.

約定條款

Terms and Conditions

1. 除另有規定者外，本信用狀應遵守國際商會第 600 號出版物「跟单信用狀統一慣例（2007 年修訂本）」，以及嗣後之任何修訂版本。Unless otherwise provided herein or therein, this documentary credit ("Credit") is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), adopted and published by the International Chamber of Commerce Publication No. 600 as now in effect or as amended, revised, adopted or substituted from time to time.
2. 若信用狀內所要求之單據不包括保險單或保險證書，本公司承諾願於開狀日後十五日內，提供以 貴行為受益人，且 貴行願接受之保險單或保險證書予貴行，且最低保險金額為貨物之 CFR 價值加計百分之十。倘本公司未依本條規定履行保險事宜， 貴行有權（但無義務）代本公司投保，費用由本公司負擔。
If the documents required under this Credit do not include insurance policy(ies) or certificate(s), we undertake, within 15 days from the date of this application, to provide the Bank with an insurance policy or certificate acceptable to the Bank and in the Bank's name as beneficiary and the minimum insurance amount should be CFR value of the goods plus 10 percent. If we fail to procure an insurance policy or a certificate in accordance with this article, the Bank is entitled to (but not obligated to) purchase such an insurance policy or certificate at our cost.
3. 如本信用狀之通知銀行為 貴行在美國之任何代理銀行或通匯銀行，本公司授權 貴行決定是否接受美國協會條款之保險單。If this Credit is to be advised through an agent or correspondent bank in the United States of America, the Bank is authorized to accept, at the Bank's sole discretion, American Institute clauses insurance policies.
4. 本公司授權 貴行得於信用狀所列之單據中增訂為確保法令遵循所必需之事項，但 貴行並無義務為之。
The Bank is authorized, but not obligated, to make any additions to the documents specified under this Credit which the Bank considers necessary to ensure the Bank's compliance with applicable laws and regulations.
5. 本公司特此聲明本信用狀下所採購之商品係准予進口之貨物，且本公司持有輸入許可證，並承諾依 貴行要求提示該證。本公司進一步聲明本信用狀之申請符合輸入許可證所載事項，如因本公司未能遵守該等事項而致開狀延遲，貴行無須負責。
We hereby represent that the import of the goods described under this Credit is not prohibited or restricted by any applicable laws or regulations and that we own a valid import license for the goods. We undertake to present the import license to the Bank at its request. We further undertake that this application is in line with the conditions specified in the import license, and the Bank shall not be responsible for any delay for the issuance of a Credit due to our failure to comply with such conditions.
6. 本信用狀之開發及信用狀金額之動用，應依照本公司簽署及交付予 貴行之「銀行授信綜合額度暨往來總約定書」規定為之。
The establishment of this Credit and any drawing thereunder shall be subject to the terms and conditions of the "General Agreement for Omnibus Credit Lines and Banking Transactions" signed and delivered by us to the Bank.
7. 若申請書係由個人簽署，則「本公司」和「本公司的」之用語應解釋為「我」和「我的」。
The terms "we," "our," and "us" shall be read as "I," "my," or "me" if this application is signed by or on behalf of an individual.
8. 匯票得依受益人之請求簽發為無追索權匯票。
Drafts may be drawn clausd "without recourse" if the beneficiary so requires.
9. 如申請書「其他指示」一欄未載明相反之指示， 貴行得指示相關銀行以一次或多次之方式寄送匯票及/或單據。
In the absence of any contrary instruction specified in "Additional Instruction" column, the Bank is authorized to instruct any bank or branch concerned to deliver any draft(s) and/or any documents in one or more mails at the sole discretion of the Bank.
10. 本公司瞭解，當單據提示付款時， 貴行有權拒絕承作進口融資。
We acknowledge that the Bank may refuse to enter into an import financing transaction at the time of the presentation of the documents under this Credit.
11. 本公司瞭解， 貴行應僅以匯票或單據為本，書面審查各該信用狀受益人所提示之匯票或其他單據是否構成符合之提示。如經 貴行書面審查後認為匯票或其他單據在書面上與信用狀所載條件尚屬符合而予以承兌或付款者，縱上述匯票或其他單據事後經證實為偽造、變造或有其他瑕疵，除 貴行於書面審查時未盡與處理自己事務同一程度之注意義務外，本公司均應負責償付之責。
We acknowledge that the Bank shall examine a presentation of the drafts or the documents to determine, on the basis of the drafts or documents alone, whether or not the drafts and documents appear on their face to constitute a complying presentation. If the Bank, after such examination, concludes that the presentation constitutes a complying presentation and accepts or honors such drafts or documents, we irrevocably undertake to indemnify the Bank the full amount thereof even if subsequently the drafts or documents are proved to be counterfeit, altered or have other discrepancies, except when examining such presentation, the Bank fails to exercise the same care as the Bank could when dealing with the Bank's affairs.
12. 茲因 貴行同意及/或授權讓購銀行/保兌銀行於 貴行收到單據前向 貴行求償，本公司茲不可撤回地承諾補償 貴行償付該讓購銀行/保兌銀行所求償之全數金額（加計自 貴行付款日至本公司償還日之利息，利率由 貴行另行通知）。如償付後因所提示之單據與信用狀不符而被本公司拒付，本公司授權 貴行運行自本公司之帳戶扣除請求金額及利息。
In consideration of the Bank's permission and/or authorization to the negotiating/confirming bank to make a claim under this Credit prior to the Bank's receipt of the documents, we irrevocably undertake to indemnify the Bank the full amount of the negotiating/confirming bank's claim (plus the interest from the date of the Bank's payment against the claim until our repayment at the interest rate specified by the Bank). In the event that such claim is subsequently rejected by us on the ground that it is not a complying presentation, we authorize the Bank to debit the full claim amount plus interest from our account without any further authorization from us.
13. 本公司同意 貴行得將本公司與 貴行往來交易處理之部分或全部（包括但不限於行政、電信、電腦系統作業、資料登錄、處理、輸出、後勤作業、文件掃描作業、資料輸入、表單列印、封裝、交付郵寄、匯款、存款、付款、交換、徵信、催收及其他依法得委外處理之事項），委由任何第三人（於法令許可範圍內，包括於其他國家地區運作之第三人）代為處理，並同意 貴行得將本公司之各項往來資料，於處理必要範圍內，提供予受 貴行委任處理事務之第三人。
We agree that the Bank may, to the extent necessary, engage third parties (including, to the extent permitted by applicable laws and regulations, a third party operating outside of Taiwan) to process any part or all of the transactions between the Bank and us (including but not limited to administrative matters, telecommunications, computer processing, data logging, processing, output, logistics, document scanning, data input, printing and mailing, envelope stuffing, remittances, deposits, payments, exchange, credit investigation, debt collection and other matters permitted by laws). We further agree that the Bank may provide our relevant transaction information to any such third parties engaged by the Bank for the purposes of processing matters mentioned in the preceding sentence.
14. 本申請書之適用及解釋應依台灣法律辦理。
This Application shall be governed by and construed in accordance with the laws of Taiwan.
15. 如因本申請書涉訟，立約人同意以台灣台北地方法院為第一審非專屬之管轄法院。惟 貴行得於任何有管轄權之法院，執行本申請書下之權利。
The parties hereto agree that Taipei District Court shall be the court having non-exclusive jurisdiction of first instance over the parties hereto for any dispute arising from or relating to this Application; provided that nothing herein shall preclude the Bank from taking an action against the Applicant in any other court having its jurisdiction.
16. 本約定條款以中文及英文作成，如中、英文版有歧異，以中文版為準。
The terms and conditions are made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.