

開發信用狀申請書
Application for Issuance of Irrevocable Documentary Credit

三信商業銀行 台鑒

日期：____年____月____日

To : COTA Commercial Bank

[20] L/C No.

The undersigned hereby requests you to issue by Full Cable _____ your irrevocable documentary credit under the following terms and conditions. 茲請 貴行按下列條件以詳電/ _____ 開發不可撤銷信用狀。

Advising Bank 通知銀行			
[40] 信用狀種類	<input type="checkbox"/> This L/C is transferable. 此信用狀為可轉讓信用狀		
[31D] Date & Place of Expiry 有效期間及地點	Date:		
	Place:	(如未註明地點概以受益人所在國家開發)	
[50] Applicant 申請人名稱及地址			
[59] Beneficiary 受益人名稱及地址			
[32B] Currency & Amount 幣別及金額	<input type="checkbox"/> +/- _____ %		
[42C] <input type="checkbox"/> Sight 即期信用狀 <input type="checkbox"/> Sight 對外即期買方遠期信用狀 (Interest for buyer's account) tenor _____ days <input type="checkbox"/> Usance 賣方遠期信用狀 (Interest for seller's account) tenor _____ days after <input type="checkbox"/> Sight <input type="checkbox"/> B/L date <input type="checkbox"/> _____ In case of seller's usance L/C, Acceptance commission are for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant. 倘係賣方遠期信用狀，其承兌費用由受益人/申請人負擔 (如未註明則視為由受益人負擔)			
[43P] Partial Shipments 分批裝運	<input type="checkbox"/> Permitted 准許 <input type="checkbox"/> Prohibited 禁止 (如未註明則視為准許分批裝運)		
[43T] Transhipment 轉運	<input type="checkbox"/> Permitted 准許 <input type="checkbox"/> Prohibited 禁止 (如未註明則視為准許轉運)		
[44E] Port of Loading 起運港		[44A] Receipt of Place 接管地	
[44F] Port of Discharge 迄運港		[44B] Place of Delivery 目的地	
[44C] Latest Date of Shipment 最後裝運日期			
[45A] Description of Goods and/or Service 貨品/服務內容			
Trade Term 貿易條件	<input type="checkbox"/> EX WORKS <input type="checkbox"/> FOB/FCA <input type="checkbox"/> CFR <input type="checkbox"/> CIF/CIP <input type="checkbox"/> _____ (授權 貴行得依勾選項目判斷係屬空運或海運貿易條件)		

[46A] Documents Required 依匯票須檢附之單據

- Signed Commercial Invoice in _____ copies indicating _____
- Full set 2/3 set of clean "on board" Ocean Bills of Lading made out to the order of COTA Commercial Bank marked "Freight Collect Prepaid" and credit number. Notify Applicant.
 Clean Air Waybills consigned to COTA Commercial Bank marked "Freight Collect Prepaid" and credit number. Notify Applicant.
 Air Sea parcel post Receipt addressed to COTA Commercial Bank and notify Applicant.

<i>If Consignees other than Cota Commercial Bank, Consignee:</i>	<i>If Notify other or more than Applicant, Notify party:</i>

- Full set of Insurance Policy or Certificate in duplicate. endorsed in blank. in currency of Invoice for not less than 110% invoice value. with claims payable in Taiwan. Covering: Institute cargo clauses(海運:A B C)(空運:AIR 1/1/82) (海運如未註明則以(A)開發)
 Institute War Clauses _____ (State additional risks to be covered. if any) claim, if any, payable in Taiwan.
- Packing List in _____ copies.
- Beneficiary's statement certify that they have airmailed 1/3 original Bills of Lading and one set of non-negotiable documents directly to the Applicant.
- Other documents: _____

[47A]	Additional Conditions 特別條款	
[71B]	Charges 費用	All banking charges outside Issuing Bank including reimbursement commission are for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant. 所有開狀銀行以外的費用，包括求償費用，由受益人／申請人負擔
[48]	Period for Presentation 提示期限	Documents must be presented within _____ days after date of shipment but within the validity of the credit. (如未註明得由 貴行酌予規定)
[49]	Confirmation Instructions 保兌	<input type="checkbox"/> Adding confirmation. 需要保兌 Charge is for account of <input type="checkbox"/> Beneficiary <input type="checkbox"/> Applicant.

申請人 Applicant : _____

統編 Uniform No. : _____

電話 Telephone : _____

聯絡人 _____ 分機 _____

傳真 Fax : _____

申請人已詳加審閱附載之相關約定條款，並經充分瞭解後確認無誤

申請人簽章 Authorized Signature

額度核准編號		手續費		來源：
額度可動用期限	至中華民國 年 月 日止	郵電費		匯率：成本 _____ 承作 _____
核定額度(金額)		保證金		備註：
已用額度(金額) (不含本次金額)		合計		
可動用額度(金額) (不含本次金額)		經辦：	覆核：	外匯單位：
本次動用額度金額				

信用狀約定書

Documentary Credit Agreement

上項開發信用狀之申請倘蒙 貴行核准，本申請人願確實遵守下列條款：

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

- 一、 本申請書確與有關當局所發給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，倘因本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內之任何部分俾與交易文件所載者相符之權，此外，本申請人願遵守國際商會最新修訂之信用狀統一慣例及信用狀項下銀行間補償統一規則。

This application must be in strict accordance with the conditions, specifications etc, as set forth in the transaction documents in this connection. You shall not hold responsibility for any delay in issuance of DOCUMENTARY CREDIT due to the negligence on the part of the applicant with this respect. You have the right to alter or even delete any part or parts of this application so as to be consistent with the transaction documents. The applicant is also requested to observe the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, and THE UNIFORM RULES FOR BANK-TO-BANK REIMBURSEMENTS UNDER DOCUMENTARY CREDITS, the latest revision fixed by THE INTERNATIONAL CHAMBER OF COMMERCE.

- 二、 貴行為達成本申請人之指示，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、利息及風險，均歸屬本申請人負擔。

You are authorized to nominate another bank or financial institution to honor or to pay against a draft and/or documents or all the sums 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, all the expenses and interest incurred, for the account and at the risk of the applicant.

- 三、 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本信用狀條款之規定，並經 貴行提示或通知者，本申請人願立即接受並贖單或按期付款。如逾單據到達通知書上規定之期限仍未依其指示辦理，該匯票及／或單據將視為已被本申請人接受，本申請人願拋棄拒付之權利，日後如有任何糾紛，由本申請人自負全責與 貴行無涉。

I/We agree to duly accept and pay or pay at maturity if the drafts and/or documents under this documentary credit, presented or noticed by you, appear on their face in the discretion of yourselves or your agents to be in compliance with the terms and conditions of this DOCUMENTARY CREDIT. If I/We failed to follow the instructions on/before the expiry date, shown on your arrival notice, it will be deemed that such drafts and/or documents have been accepted by myself/ourselves. I/We agree to waive the right of rejecting the drafts and/or documents and will assume full responsibility for any dispute arise in the future, being a matter no concern to you.

- 四、 上述匯票及／或單據等，若其內容就表面上所示與信用狀條款不符， 貴行可逕向 貴行之代理行發出拒絕接受之通知。倘日後有任何糾紛，均由本申請人自負全責，與 貴行無涉，因而產生之費用亦概由本申請人負責。

In case the contents of the said drafts and/or documents appear on their face not to be in compliance with the terms and conditions of this DOCUMENTARY CREDIT, you are authorized to send refusal notice at your own discretion. Should any dispute arise in the future, I/We will assume full responsibility, being a matter no concern to you, and I/We will be liable for any charge incurred.

- 五、 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，仍應由本申請人照付。

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 defective, in which case no responsibility shall rest with you and your agents.

- 六、 本申請人同意 貴行對本申請人之一切通知，均以本申請人留存於 貴行之聯絡地址為之，無論本申請人收到與否，均發生通知之效力。

I/We agree that your notice, whether it is received by me/us or not, will be effected if it is send to me/us according to the latest address I/We reserved in your file.

- 七、 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形，以致喪失或損害時，均與 貴行及 貴行之代理行無涉，且在以上任何情況下仍應由本申請人照付。

I/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 transmit 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.

八、 與上述匯票及／或單據及有關之各項應付款項，以及本申請人對 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，並應連同本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 貴行移作上述匯票之共同擔保，以備清償各項債務之用。

I/We further agree that the title to all property which shall be purchased 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 any all other indebtedness and liability, now or hereafter created or incurred by me/us to you due or not due, it has being understood that the 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 repayment of all the above-said debts.

九、 如上述匯票及／或單據到期而本申請人不能照兌、或 貴行因保障本身權益認為必要時， 貴行得不經通知而有權決定將上述財產（包括貨物在內）以公開方式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，毋須另行通知本申請人。

I/We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion without notice me/us 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 necessary for the protection of yourselves and after deducing all your expenses to reimburse yourselves out of the proceeds.

十、 本信用狀如經展期或重開，及修改任何條件，本申請人對於以上各款絕對遵守，不因展期、重開或條件之修改或發生任何異議。

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, and notwithstanding any such modification.

十一、 本申請人明示且不可撤銷授權 貴行於開發之信用狀項下之貨品全部或部分運達後，倘本申請人就 貴行所開發各筆信用狀未於相關授信契約約定之清償期限內還款贖單、或本申請人因委請 貴行開發信用狀並經 貴行依相關授信契約之約定主張視為全部到期時，均得由 貴行代向海關提貨，並得拍賣或自由處分所進口之貨品。本申請人並聲明， 貴行依上述授權所為之報關提貨等行為，視同本申請人之行為，具有拘束本申請人之效力。

I/We authorize you to pick up and disposal the relevant goods of this DOCUMENTARY CREDIT on applicant's behavior directly and without obtaining applicant's approval ,in case that I/We fails to repay or execute obligations within the specified period, or all the obligations become due that breach of any provision of Agreements. The preceding authorization of custom declarations shall be applicable and bound to me/us.

十二、 本申請人願以每筆信用狀貨運單據及全部貨品等提供為擔保，並同意將信用狀項下保證金未用款項返還請求權及貨運單據返還請求權設定質權予 貴行，以擔保本申請人依約對 貴行所負之一切債務。

I/We further agree to transfer per L/C's relevant goods and documents (including non-using settlement margin and document returning rights) to you as collateral for the obligations.

十三、 本申請書之簽署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, I/We herewith bind myself/ourselves to settle exchange on drafts drawn under this DOCUMENTARY CREDIT with your goodselves.

註：本約定事項英譯部分僅供對照參考，若有任何出入概以中文為準。

Remark：The English translation of this contract is for reference only, if there was any inconsistency existed, the Chinese version will be applied.