

Application for Negotiation under Export L/C / Application for Collection of Export Bills

三信商業銀行 台鑒

To: COTA Commercial Bank

日期: \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

茲隨函附奉本公司／本人所簽發跟單匯票與相關單據委託 貴行以下述條件押匯／託收：

參考編號Ref No.

I/We enclose for Negotiation/Collection the under mentioned draft(s) and documents:

信用狀號碼L/C No.						開狀／代收銀行及地址					
匯票號碼Draft No.						Name & Address of					
匯票金額Amount						Issuing/collecting Bank					
匯票日期Date of Draft						付款人名稱及地址					
期限Tenor		At _____ days after <input type="checkbox"/> sight <input type="checkbox"/> B/L Date				Name & Address of					
到期日Maturity Date						Drawee					
Draft	Comm. Inv.	B/L AWB/FCR	Ins Policy	Cons/Cus. Inv.	Cert of Origin	Insp Cert	W/M List	Packing List	Benef Cert		

- 請即期買進，本公司／本人願負擔 貴行所規定之利息。Please negotiate in spot rate and I/We agree to pay you the interest at the current rate ruling in your bank.
- 請以信用狀項下託收方式處理。Please handle on collection basis.
- 請以託收處理：

託收方式	<input type="checkbox"/> 承兌交單D/A	<input type="checkbox"/> 付款交單D/P	費
已獲承兌／付款之電報通知	<input type="checkbox"/> 需要Advise acceptance/payment by cable		用 <input type="checkbox"/> 付款人All banking charges are for Drawee's account
未獲承兌／付款之電報通知	<input type="checkbox"/> 需要Advise non-acceptance/non-payment by cable		○ 費用不得拋棄      ○ 費用得拋棄
拒絕證書	<input type="checkbox"/> 需要Protest for non-Acceptance/non-payment		(如未註明概為費用不得拋棄)
			擔 <input type="checkbox"/> 申請人All charges will be paid by Applicant.

本公司／本人願以本筆出口押匯／託收取得之金額無條件先行償還 貴行核准之外銷貸款。Please repay your pre-export loan

- 新台幣請撥存 貴行帳戶。Deposit NT dollar to our A/C No. \_\_\_\_\_
- 外匯請撥存 貴行帳戶。Deposit foreign currency to our A/C No. \_\_\_\_\_
- 其他Other: \_\_\_\_\_

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： 匯率：成本_____ 承作_____
額度可動用期限	至中華民國 _____ 年 _____ 月 _____ 日止	郵電費		
核定額度(金額)		保證金		
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：	備註：
本次動用額度金額			外匯單位：	

## 約定條款 Terms and Conditions

前頁所述之押匯／託收申請事項，請依照當地外匯管理相關法令及 貴行規定辦理。申請人保證絕不使 貴行因辦理前述事項而受任何損害。為使前述票據及／或單據獲得付款或承兌，申請人茲授權 貴行得依付款人之請求，補償付款人因該票據及／或單據之瑕疵而生之損害。申請人同意補償 貴行因前述對付款人補償或因押匯／託收而生之一切責任、損失及費用，且不論 貴行是否係就有瑕疵之票據及／或單據而為之，亦不論該瑕疵係現已發現或其後始發現。申請人並同意，倘前述票據／單據發生拒絕承兌或拒絕付款等情事，或 貴行未能於 貴行規定之期間內收回墊款，申請人於接獲 貴行通知後，應立即以原幣加計利息返還 貴行請求之金額，並賠償 貴行因而支出之一切費用。

Please process the negotiation/collection described in the surface of this Application in accordance with relevant laws and regulations, local banking practice and your internal rules. I/We undertake to hold you harmless against any loss which may be incurred by you as a result of your conducting the aforesaid business at our request. I/We hereby authorize you to indemnify the drawee against all losses and damage arising from the discrepancies in the drafts and/or documents as the drawee may require in order obtaining payment or acceptance of the said drafts and/or documents. I/We agree to indemnify you against any and all liabilities, losses, costs and expenses whatsoever that may be incurred, sustained or paid by you as a result of your aforesaid indemnification to the drawee or by reason of your having negotiation/collecting the drafts and/or documents, notwithstanding such negotiating/collecting being made against discrepant drafts and/or documents and despite the discrepancies being noted herein or thereafter. I/We further agree that in case there occurs non-acceptance or non-payment in respect of the drafts and/or documents or if the drafts and/or documents shall not be settled within the time period established by you, I/We undertake to refund you in original currency as the advanced payment the amount you shall claim with interest and indemnify you against any and all costs and expenses which you may incur as a result thereof immediately upon receipt of your notice to that effect.

本申請人同意如因押匯／託收單據之欠缺、或瑕疵、或因單據正由 貴行審核中而不能及時墊付／託收前述票據及／或單據致申請人因匯率之變動而蒙受之損失，概由申請人負擔，與 貴行無涉。

You shall not be responsible for any losses sustained by us arising from the fluctuation of exchange rate during the period when the advanced payment or collection is unable to be made due to the absence of or discrepancies in the drafts and/or documents or because of the drafts and/or documents being under examination by you, which losses shall solely be borne by us

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之統一慣例，包括，但不限於信用狀統一慣例／託收統一規則。

Except as otherwise provided herein, the negotiation/collection hereunder is subject to the latest rules published by the International Chamber of Commerce applicable to such negotiation or collection. Which is, including without limitation, Uniform Customs and Practice for Documentary Credits and Uniform Rules for Collection.

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.