

| 外 匯 指 定 單 位 | | | | |
|-------------|-----|----|----|----|
| 經辦 | 副科長 | 科長 | 副理 | 經理 |
| | 襄 理 | | | |
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開發信用狀申請書
APPLICATION FOR IRREVOCABLE
DOCUMENTARY CREDIT

| 受 理 單 位 | | | |
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| 經 辦 | 襄 理 | 副 理 | 經 理 |
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申請日期 年 月 日
受理單位：

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| 臺灣土地銀行股份有限公司 TO：LAND BANK OF TAIWAN 台照 | Credit No.信用狀號碼(由銀行填寫) |
| 茲請貴行依下列條款開發不可撤銷信用狀一份 I/WE HEREBY REQUEST YOU TO ISSUE AN IRREVOCABLE DOCUMENTARY CREDIT UPON THE FOLLOWING TERMS AND CONDITIONS | Applicant 申請人(英文名稱及英文地址) _____ |
| Advising Bank 通知銀行(倘未指定，則由銀行填寫) | To be advised by <input type="checkbox"/> Brief Cable 簡電 <input type="checkbox"/> Full Cable 全電 |
| Beneficiary 受益人 | 金額 (小寫)： Amount Say (大寫)： |
| | 信用狀有效日期及地點 Expiry date and place for Negotiation In beneficiary's country |
| 以 <input type="checkbox"/> 讓購/ <input type="checkbox"/> 付款/ <input type="checkbox"/> 承兌/ <input type="checkbox"/> 延期付款方式使用受益人依商業發票金額全額簽發以 <input type="checkbox"/> 貴行/ <input type="checkbox"/> 貴行國外通匯行為付款人之匯票，並於 Available by <input type="checkbox"/> Negotiation / <input type="checkbox"/> Payment / <input type="checkbox"/> Acceptance / <input type="checkbox"/> Deferred Payment of beneficiary's draft drawn on <input type="checkbox"/> you / <input type="checkbox"/> your correspondent <input type="checkbox"/> 見票/ <input type="checkbox"/> 提單簽發_____日後付款，遠期信用狀利息由 <input type="checkbox"/> 買方/ <input type="checkbox"/> 賣方負擔。 At <input type="checkbox"/> sight <input type="checkbox"/> _____ days after <input type="checkbox"/> sight / <input type="checkbox"/> shipment date , interest for <input type="checkbox"/> Applicant's / <input type="checkbox"/> Beneficiary's account. 並須檢附下列作 <input checked="" type="checkbox"/> 記號之各項單據 for full invoice value accompanied by the following documents as marked with <input checked="" type="checkbox"/> <div><div>本遠期信用狀(本欄由銀行填列)</div><div><input type="checkbox"/>BUYER'S USANCE：對外即期，對內_____天 <input type="checkbox"/>SELLER'S USANCE：_____天 <input type="checkbox"/>S/B USANCE：SELLER _____天，BUYER _____天</div></div> <div><div>1. <input type="checkbox"/> 商業發票_____份標明本信用狀號碼 Signed commercial invoice in _____ copies indicating this credit number.</div><div>2. <input type="checkbox"/> 全套(<input type="checkbox"/>減一份) 海運提單以 貴行為抬頭人，以敝處為被通知人，註明運費<input type="checkbox"/>待付<input type="checkbox"/>已付，並標明本信用狀號碼 Full set (<input type="checkbox"/>less one) of clean on board marine Bills of Lading made out to the order of LAND BANK OF TAIWAN notify applicant, marked "Freight <input type="checkbox"/>Collect <input type="checkbox"/>Prepaid"and indicating this credit number.</div><div>3. <input type="checkbox"/> 空運提單以 貴行為抬頭人，以敝處為被通知人，註明運費<input checked="" type="checkbox"/>待付<input type="checkbox"/>已付，並標明本信用狀號碼及發票金額 Clean air waybills consigned to LAND BANK OF TAIWAN notify applicant, marked "Freight <input type="checkbox"/>Collect <input type="checkbox"/>Prepaid" indicating this credit number and invoice value.</div><div>4. <input type="checkbox"/> <input type="checkbox"/>快遞/<input type="checkbox"/>海運郵包<input type="checkbox"/>/空運郵包收據，以<input type="checkbox"/>敝處/<input type="checkbox"/>貴行為受貨人，並標明本信用狀號碼 <input type="checkbox"/>Courier/<input type="checkbox"/>Sea parcel post /<input type="checkbox"/>Air parcel post receipt showing <input type="checkbox"/>Applicant/<input type="checkbox"/>Issuing Bank as addressee and indicating this credit number.</div><div>5. <input type="checkbox"/> 照發票金額百分之壹佰壹拾投保之保險單二份，註明以同種貨幣賠償在臺灣給付並作空白背書，其保險範圍包括： Insurance policy or certificate in duplicate, endorsed in blank for at least 110% of invoice value stipulating that claims are payable in Taiwan in the same currency indicating Name and Address of Agent in Taiwan, and including：Institute Cargo Clauses (<input type="checkbox"/>A <input type="checkbox"/>B <input type="checkbox"/>C <input type="checkbox"/>AIR)(如未註明，概以 A 條款開發) <input type="checkbox"/>Additional risks to be covered (if any)</div><div>6. <input type="checkbox"/> 包裝單 Packing list in _____ copies.</div><div>7. <input type="checkbox"/> 其他單據 Others：</div><div>8. <input type="checkbox"/> 受益人證明書，證明(一份提單正本及)各單據副本已由受益人於裝運後_____天內直接以<input type="checkbox"/>限時航郵/<input type="checkbox"/>快遞寄交信用狀申請人 Beneficiary's certificate stating that (<input type="checkbox"/>one original B/L and)one complete set of non-negotiable documents have been sent directly to the applicant by <input type="checkbox"/>registered airmail /<input type="checkbox"/>courier service within _____days after shipment.</div></div> <div>Covering：貨物內容(請簡要敘明) <input type="checkbox"/>EXW <input type="checkbox"/>FOB <input type="checkbox"/>CFR <input type="checkbox"/>CIF <input type="checkbox"/>FCA <input type="checkbox"/>CPT <input type="checkbox"/>CIP <input type="checkbox"/> (貿易條件)</div> | |
| 本信用狀項下貨品 <input type="checkbox"/> 免除輸入許可證 <input type="checkbox"/> 需檢附輸入許可證 附特別條款如下 Special Instructions： | |

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| <input type="checkbox"/> 提示期間：Documents must be presented for negotiation within _____days after date of shipment but within the validity of this credit. <input type="checkbox"/> 本信用狀限於 _____ 國(地區)轉讓 This credit is transferable in _____ only. | | | |
| <input type="checkbox"/> Confirmed 保兌 Confirmation charges for <input type="checkbox"/> Buyer's <input type="checkbox"/> Beneficiary's A/C 保兌費用由 <input type="checkbox"/> 買方 <input type="checkbox"/> 賣方負擔 | | All banking charges outside Taiwan, if any, are for <input type="checkbox"/> Buyer's <input type="checkbox"/> Beneficiary's Account | |
| | | Shipment from 啟運港 | To 目的地 |
| | | Latest date for shipment 最後裝船日 | |
| Partial shipments 分批裝運 <input type="checkbox"/> 准 許 <input type="checkbox"/> 不准許 <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited | | Transshipment 轉船裝運 <input type="checkbox"/> 准 許 <input type="checkbox"/> 不准許 <input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited | |

※ 請注意下列各點，並詳細填註，如因漏填而於信用狀開發後發生問題，本行恕不負責。
一、電報開發，如未註明者，概以「全電」開發。四、遠期信用狀之利息，如未註明由何方負擔者，概以「由買方負擔」開發。
二、PARTIAL SHIPMENTS (部份裝運)是否准許，如未註明者，概以「准許」開發。五、裝船日期與信用狀有效日期如未註明者，概以三個月計算。
三、TRANSHIPMENT (轉船裝運)是否准許，如未註明者，概以「准許」開發。六、開發信用狀申請書條款中選擇項目，務請選列其一，俾憑以開發。

上列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, I/We hereby bind myself / ourselves duly to comply the following terms:

一、申請人於 貴行開發不可撤銷信用狀之同時，先向 貴行結購部分外匯
充為保證金備作抵付前項信用狀項下匯票票款及/或應付款項之用，結購時請 貴行發給信用狀「結匯證實書」以資證明。申請人並承認前述信用狀「結匯證實書」及/或「信用狀」上所載「信用狀金額」與信用狀「結匯證明書」上所載「結匯金額」之差額即為 貴行為申請人所墊款之金額，並同意以信用狀「結匯證實書」或 貴行有關文件為其憑證。倘信用狀「結匯證實書」上所顯示之外幣墊款金額與 貴行實際墊款金額不符時，概以 貴行有關文件或帳簿所載金額為準，絕無異議。

I / We hereby settled with you for the exchange amount as a margin of issuing this Documentary Credit upon our application. I / We agreed that the said margin will be used as prepayment for the retiring of draft(s) drawn under and/ or the payments due on this Documentary Credit. At the time of the settlement. Please issue us your “Exchange Settlement Certificate for Letter of Credit” I/ We hereby further agreed that, based on the “Exchange Settlement Certificate for Letter of Credit” or your relative documents, the difference between the amount of Documentary Credit shown on the “Exchange Settlement Certificate for Letter of Credit” or the “L/C amount” and the “amount settled” shown on “Exchange Settlement Certificate for Letter of Credit” is regarded as the advance of us. If the advanced amount indicated on the “Exchange Settlement Certificate for Letter of Credit” doesn’t consist with the actual amount which you have paid under the said L/C for us . I/ We shall deem the actual payment shown in your relative documents or books as the advanced amount without any objection on our part.

二、本申請書確與有關當局所發給之輸入許可證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內之任何部分，俾與輸入許可證所載者相符之權，此外申請人應遵守國際商會信用狀統一慣例之規定。

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 CHINESE GOVERNMENT 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 permit. The applicant is also requested to observe the ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS.

三、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 sums that may be dued 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.

四、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。

I/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 on their face.

五、上項匯票或單據等，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。
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分減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地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，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。

I/We further agree that you or your agents are not responsible for any errors or delays in transmission on 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.

七、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。

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 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 payment of all the above-Said debts.

八、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， 貴行得不經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。

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 deducting all your expenses to reimburse yourselves out of the proceeds.

九、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, I/ We agree to be bound for the full term of such extension or renewal, and notwithstanding any such modification.

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

特聲明本借款（或額度）之連帶保證人於撥款(或動用)當日仍然為借款人之董事、監察人或有代表權之人。

Yours faithfully

申 請 人
APPLICANT

(蓋原留印鑑 Authorized Signature)

地 址：_____

電 話：_____

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|------|
| 經辦核章 |
| |
| 主 管 |
| |