

**轉 開 國 內 信 用 狀 申 請 書**

**APPLICATION FOR IRREVOCABLE BACK TO BACK LETTER OF CREDIT**

陽信商業銀行 台鑒

TO : SUNNY BANK

[ 31C ] DATE 日期 : \_\_\_\_\_

[ 20 ] L/C NO. : 信用狀號碼(由銀行填寫)

THE UNDERSIGNED HEREBY REQUESTS YOU TO ISSUE YOUR IRREVOCABLE BACK TO BACK LETTER OF CREDIT UNDER THE FOLLOWING TERMS AND CONDITIONS : 茲請 貴行依據主信用狀轉開不可撤銷信用狀 :

|                             |   |
|-----------------------------|---|
| ADVISING BANK 通知銀行 (由銀行填列)  | [ 50 ] APPLICANT 申請人英文名稱及地址<br><br><p style="text-align: right;">TEL : _____ 聯絡人 : _____</p>              |
| [ 59 ] BENEFICIARY 受益人名稱及地址 | [ 31D ] DATE OF EXPIRY 有效期限(貴行之國外部或指定分行為 L/C 有效地點)  |
|                             | [ 32B ] CURRENCY & AMOUNT 幣別及金額 [ 39 ] AMOUNT TOLERANCE<br><p style="text-align: right;">□+/- _____ %</p> |

- [ 42 ] AVAILABLE BY NEGOTIATION OF DRAFTS DRAWN ON SUNNY BANK 洽請兌付受益人簽發以 貴銀行為付款人之跟單匯票。  
AT  SIGHT (即期信用狀)  
 USANCE (INTEREST FOR SELLER'S ACCOUNT 賣方遠期信用狀, TENOR \_\_\_\_\_ DAYS AFTER  SIGHT/  SHIPPING DATE).
- [ 46A ] ACCOMPANIED BY THE FOLLOWING DOCUMENTS : 上述匯票需檢附下列各項單據 :
1.  Signed Commercial Invoice in \_\_\_\_\_ copies **TO BE COUNTERSIGNED BY THE APPLICANT** indicating number of this credit.
  2.  Full set  / set of clean "on board" Ocean Bills of Lading made out to THE ORDER OF \_\_\_\_\_  
Marked "FREIGHT  COLLECT  PREPAID" and .Notify \_\_\_\_\_  
**SHOWING THE APPLICANT AS THE SHIPPER.**
  3.  Insurance Policy or Certificate in duplicate, blank endorsed **BY THE APPLICANT**, in currency of draft for not less than \_\_\_\_\_% of invoice Value. With claims payable in \_\_\_\_\_, Covering: \_\_\_\_\_  
**SHOWING THE APPLICANT AS THE INSURED PARTY.**  
 Institute War Clauses  \_\_\_\_\_ (Additional risks to be covered, if any)
  4.  Packing List in \_\_\_\_\_ copies.
  5.  other documents: \_\_\_\_\_

|                                   |               |  |   |
|-----------------------------------|---------------|--|---|
| [ 45A ] COVERING (貨物內容, 並請註明價格條件) |               | Trading terms 交易條件<br><input type="checkbox"/> FCA <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> _____ |   |
| [ 44 ] SHIPMENT FROM 自            | LATEST 最後裝船日期 | [ 43P ] PARTIAL SHIPMENTS 分批裝運<br><input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED<br>(如未註明, 概以准許分批裝運開發)   | [ 43T ] TRANSHIPMENT 貨物轉運<br><input type="checkbox"/> PERMITTED <input type="checkbox"/> PROHIBITED<br>(如未註明, 概以禁止轉運開發) |
| TO 運至                             |               |  |   |

[ 48 ] DOCUMENTS MUST BE PRESENTED WITHIN \_\_\_\_\_ DAYS AFTER DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF THE CREDIT.  
文件應於裝船後 \_\_\_\_\_ 天內辦理提示(如未註明, 得由貴行酌予規定)但仍須於信用狀有效期限之內。

- [ 71B ] 1. ALL BANKING CHARGES OUTSIDE SUNNY BANK, INCLUDING REIMBURSEMENT COMMISSION ARE FOR ACCOUNT OF  BENEFICIARY  APPLICANT. 所有銀行費用, 包括求償費用, 由受益人/申請人負擔 (如未註明, 視為受益人負擔)  
2. IN CASE OF SELLER'S USANCE L/C, ACCEPTANCE COMMISSION ARE FOR ACCOUNT OF  BENEFICIARY  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, 視為受益人負擔)

|                                     |                                 |     |
|-------------------------------------|---------------------------------|-----|
| [ 47A ] SPECIAL INSTRUCTIONS 特別條款 : | 申請人簽章                           | 核 章 |
|                                     | _____<br>SIGNATURE OF APPLICANT |     |

|                          |      |      |      |        |      |      |      |
|--------------------------|------|------|------|--------|------|------|------|
| <b>FOR BANK USE ONLY</b> |      |      |      |        |      |      |      |
| 收件單位 :                   | 經理 : | 幹部 : | 經辦 : | 外匯單位 : | 主管 : | 覆核 : | 經辦 : |

A100-4-E318-2 (申請書如係一頁以上, 請加蓋騎縫章)

上項轉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 grating above request, I/We hereby bind myself/ourselves duly to comply the following terms:

- 一、本申請書確與主信用狀內所載各項條件相符，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之任何部分，俾與主信用狀所載者相符之權，此外申請人應遵守國際商會於2007年修訂信用狀統一慣例(發行刊物編號600)之規定。

This application must be in strict accordance with the conditions, specifications etc. as set forth in the Master Documentary Credit in this connection. The Bank shall not be held responsible for any delay in issuance of Documentary Credit to the negligence on the part of the applicant in conformity with this request. The Bank reserves the right to alter or even delete any part or part of this application so as to be consistent with Master Documentary Credit. The applicant is also requested to observe the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 revision, ICC (Publication No. 600).

- 二、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，本申請書所轉開發之信用狀條款之規定，申請人願依期照付。

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.

- 三、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.

- 四、本信用狀之傳遞錯誤、或延遲、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部分滅失或遲遞或因未抵達交貨地，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險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 or interpretation of said 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.

- 五、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，在未清償前，貴行得就本信用狀下所購運之貨物、單據及賣得之價金視同為自己所有，並應連同申請人所有其他財產：包括存在貴行及貴行分支機構、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，以備清償票款之用。

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 said drafts and/or documents.

- 六、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項，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.

- 七、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.

- 八、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 good-selves.

Your faithfully

申請人

(請蓋原留印鑑 Authorized Signature)

地 址：

電 話：

中華民國      年      月      日

|     |
|-----|
| 核 章 |
|     |