

**Application for Transfer of Letter of Credit (LC)**

**轉讓信用狀申請書**

\_\_\_\_\_ Branch / 分行  
 OBU / 國際金融業務分行

For Bank Use 銀行專用
Ref No.: 參照號碼:

<b>Advise by</b> 通知方式:	<b>SWIFT</b>	<b>Courier</b> 快遞	<b>Mail</b> 郵件	<b>To be advised through any affiliate / correspondent of Standard Chartered Bank (Taiwan) Limited</b> 由渣打國際商業銀行股份有限公司分支機構/通匯行通知
<b>Transferable LC</b> 可轉讓信用狀				
Ref: 參照號碼: Issuing Bank: 開狀行: Currency and Amount: 幣別及金額				
<b>1<sup>st</sup> Beneficiary (Transferor):</b> 第一受益人 (轉讓人):		<b>2<sup>nd</sup> Beneficiary (Transferee):</b> 第二受益人 (受讓人)		
Tel: 電話:		Tel: 電話:		
Ref: 參照號碼:		Contact Person: 聯絡人:		
Contact Person: 聯絡人:		Is the Transferee a Related Party <sup>1</sup> ?      Yes      No 受讓人是否為關係人 <sup>1</sup> ?                      是                      否		
<b>Details of Transfer 轉讓摘要</b>				
<b>Full Transfer</b> 完全轉讓		<b>Partial Transfer</b> 部分轉讓		
Currency & Amount: 幣別及金額: _____		New Expiry Date ( dd/mm/yy ): 新的到期日 (日/月/年) : _____		
Amendments to be approved by 1 <sup>st</sup> Beneficiary before advising (if not ticked, no approval required) 通知前須經第一受益人同意修改內容 (如未勾選, 則無須同意)		(LC available with transferring bank in country of 1 <sup>st</sup> Beneficiary) (信用狀在第一受益人所在國家轉讓行可用)		
Documents to be substituted (if not ticked, no substitution required) 替換單據 (如未勾選, 則無須替換)		Shipment not later than ( dd/mm/yy ): 裝運不遲於 (日/月/年) : _____		
		Present documents within _____ days after shipment 裝運後 _____ 日交單		
		Amend insurance amount to _____ ( min 110%) of invoice value (where applicable) 將保險額修改為發票金額 (如適用) 的 _____ % (最低為110%)		

<sup>1</sup>A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common control with, the Transferor, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. "Control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "Controlled" by the first person. / 關係人係指直接或間接, 透過一個(或一個以上之)中介機構控制轉讓人、受控於轉讓人、或與轉讓人受到共同控制之人, 且包括與該關係人有關連之人。與該關係人有關連之人包括(但不限於): (a)如該關係人為自然人, 該自然人之親戚; (b)如該關係人為法人, 該法人之董事及股東, 以及此等人之親戚; (c)與關係人有關連之人所控制之法人; (d)以關係人或與關係人有關連之人為受益人之信託的信託受託人; (e)關係人之合夥人。



<b>Goods Description &amp; Unit Price for Transfer</b> 貨物說明及轉讓單位價格		
<b>Instructions to Transferring Bank</b> 對轉讓行的指示		
<p>Advise through Bank: 由銀行通知:</p> <p>Debit your charges from our account number: 將貴行手續費從本公司以下帳號扣除： _____</p> <p>All charges are on _____ 所有手續費由以下帳戶負擔</p> <p style="margin-left: 200px;">2<sup>nd</sup> Beneficiary's account 第二受益人帳戶 our account 本公司帳戶</p>		
<p>Others ( <i>please specify</i> ): 其他 (請列明) :</p>		
<p><b>In this Application Form, the "Bank" means Standard Chartered Bank (Taiwan) Limited, with whom the Transferor has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time.</b> 本申請書所稱之「銀行」係指渣打國際商業銀行股份有限公司，即轉讓人與之簽訂協議(包括其後之修訂)，由其提供本申請書所指之金融授信或服務之人。</p> <p><b>The Transferor agrees to be bound by (a) the Master Credit Terms (Uncommitted) Agreement, the Standard Terms, General Trade Terms and the relevant Trade Service Supplements, (b) the Global Master Trade Terms or (c) such other terms as agreed between parties, as the same may be updated or amended from time to time.</b> 轉讓人同意遵守 (a) 《授信條款總約定書 (未承諾額度)》、《標準條款》、《一般貿易條款》及相關《貿易服務補充條款》，(b) 《貿易條款總約定書》，或 (c) 雙方同意之其他條款 (包括其後之更新或修訂)。</p>	<p><b>Date:</b> 日期:</p> <hr/> <p><b>S.V.</b> 驗印</p>	<p style="text-align: center;"><b>Transferor's Signature(s) and stamp</b> 轉讓人簽署及蓋章</p>

If the application form spreads more than one page, please use a seal on the perforation.  
申請書如有跨頁，請加蓋騎縫章

# 渣打國際商業銀行股份有限公司

## 貿易服務補充條款 – 轉讓信用狀

本貿易服務補充條款為一般貿易條款之補充條款<sup>1</sup>，並適用於本行（下稱「轉讓行」）依 貴客戶（下稱「第一受益人」）指示或以其他方式代 貴客戶轉讓之信用狀。<sup>2</sup>

1. 《跟單信用狀統一慣例》中有關轉讓信用狀之相關條文將適用於本信用狀的轉讓，但如《跟單信用狀統一慣例》與約定書之間有任何抵觸，應以後者為準。
2. 貴客戶應交付本行 貴客戶收到之原始可轉讓信用狀及其任何 貴客戶已收到之修訂。未經本行書面同意， 貴客戶不得通知開狀銀行、申請人或受讓人（下稱「第二受益人」） 貴客戶已接受原始可轉讓信用狀之任何修訂。如信用狀下之所有權利均已轉讓時，本行即使未獲 貴客戶同意，仍得將相關修訂通知第二受益人。
3. 貴客戶向第二受益人放棄 貴客戶於可轉讓信用狀之相關權利，惟僅以將轉讓予第二受益人之權利為限。
4. 就未保兌之可轉讓信用狀，本行僅於收到開狀銀行以不可返還之資金支付相應款項時，始有義務付款予 貴客戶及第二受益人。本行將支付第二受益人可轉讓信用狀項下提示之金額，及支付 貴客戶可轉讓信用狀下之剩餘金額。
5. 就本行已保兌的可轉讓信用狀，經提示符合要求之文件，本行將依信用狀之票期支付第二受益人其於可轉讓信用狀項下提示之金額。於 貴客戶替代及提示符合可轉讓信用狀要求之文件後，本行將依信用狀之票期支付 貴客戶可轉讓信用狀項下之剩餘金額。
6. 貴客戶應於轉讓前支付本行所有費用，並應於本行保兌時支付任何保兌費。本行亦得自本行收到開狀銀行支付之任何款項中，先扣除結欠本行之任何金額，再分配予第一受益人及受讓人任何所得款項。
7. 若 貴客戶未依本行依可轉讓信用狀通知 貴客戶之期限及方式交付文件或更正 貴客戶交付予本行的文件中的任何歧異，本行可直接向保兌銀行或發狀銀行提示第二受益人之文件。
8. 如 貴客戶已將 貴客戶於可轉讓信用狀中的所有權利轉讓予第二受益人， 貴客戶同意不會要求替代文件，並允許第二受益人直接向可轉讓信用狀的發狀銀行提示文件。

<sup>1</sup>倘若 貴客戶已簽署授信函、授信條款總約定書(非承諾)及貿易條款總約定書或一般銀行業務條款與條件(「CB手冊」)，本貿易服務補充協定即不適用。本服務所適用之條款請參照貿易條款總約定書或CB手冊。

<sup>2</sup>倘若 貴客戶尚未簽署一般貿易條款或授信條款總約定書(非承諾)及貿易條款總約定書或CB手冊，本貿易服務補充條款(轉讓信用狀)應繼續適用，但不包括一般貿易條款，首頁「本貿易服務補充條款為一般貿易條款之補充」之文字應視為刪除。

# Standard Chartered

## Trade Service Supplement

### Transfer of LC

**This Trade Service Supplement supplements the General Trade Terms**<sup>1</sup> and applies to an LC We (the "transferring bank") transfer on Your (the "first beneficiary") Instruction or otherwise on Your behalf.<sup>2</sup>

1. The relevant version of the UCP which governs the transferable LC will apply in relation to the transfer of the LC provided that if there is any inconsistency between that UCP and the Agreement, the latter will prevail.
2. You will deliver to Us the original transferable LC and any amendments that You receive. You will not inform the issuing bank, applicant or the transferee (the "second beneficiary") of Your acceptance of any amendment to the original transferable LC before obtaining Our approval in writing. Where all rights under the LC are transferred, We will advise the second beneficiary of any amendments even if We do not have Your approval.
3. You waive in favour of the relevant second beneficiary Your rights in the transferable LC to the extent that it is to be transferred to the second beneficiary.
4. For an unconfirmed transferable LC, We will only be obliged to pay You and the second beneficiary if We receive the corresponding payment from the issuing bank in non-returnable funds. We will pay the second beneficiary the amount of the presentation under the transferred LC, and You the remaining amount under the transferable LC.
5. For a transferable LC confirmed by Us, We will pay the second beneficiary the amount of their presentation under the transferred LC in accordance with the tenor of the LC upon presentation of complying documents. Upon Your substitution and presentation of complying documents under the transferable LC, We will pay You the remaining amount under the transferable LC in accordance with the tenor of the LC.
6. All Our fees and charges are payable by You prior to the transfer, but any confirmation fees or charges will be payable by You upon Our confirmation. We may also deduct any amount owed to Us from any payment We receive from the issuing bank before the distribution of proceeds to the first beneficiary and transferees.
7. If You do not deliver documents or correct any discrepancies in the documents You deliver to Us within the time limits and in the manner Notified by Us to You under the transferable LC, We may present the second beneficiary's documents directly to the confirming bank or the issuing bank.
8. Where You have transferred all Your rights in the transferable LC to a second beneficiary, You agree not to require substitution of documents, and will permit the second beneficiary to present documents directly to the issuing bank of the transferable LC.

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<sup>1</sup>This Trade Service Supplement shall not apply if You have signed the Banking Facility Letter with the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the General Banking Terms and Conditions ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.

<sup>2</sup>If You have not been provided the General Trade Terms, or the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the CB Booklet, this Trade Service Supplement, Transfer of Letter of Credit (LC) shall apply without reference to the General Trade Terms and the words, "supplements the General Trade Terms and" in the first paragraph shall be deemed to have been deleted.