

Standard Chartered Bank (Taiwan) Limited 渣打國際商業銀行股份有限公司

Application for Documentary Presentation under Export Letter of Credit (LC) 出口信用狀項下交單申請書

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:

Is the LC Applicant a Related Party ¹ ? 出口信用狀申請人是否為關係人 ¹ ?		Yes 是	No 否							
Beneficiary: 受益人: Tel: 電話: Contact Person: 聯絡人:		Presentation Details: 交單摘要: LC No: 信用狀號碼 Issuing Bank Name: 開狀銀行名稱: SCB Advising Ref: 渣打國際商業銀行通知參照號碼: Accepted Amendments (<i>Amd no 1,2 etc</i>): 已接受之修改 (修改第 1 號、第 2 號等) : Currency & Amount: 幣別及金額: LC confirmed: Yes No 信用狀保兌: 是 否								
Documents Presented 所提交單據										
Docs 單據	Draft 匯票	Invoice 發票	Cert of Origin 產地證明	B/L 提單	AWB 空運單	Delivery Order 交貨單	Packing List 裝箱單	Weight List 重量單	Inspection Cert 檢驗證書	Seller's Cert 賣方證明
Original 正本										
Copy 副本										
Other docs: 其他單據:										

¹A 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 Beneficiary, 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)中介機構控制受益人、受控於受益人、或與受益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。

Our Instructions

本公司之指示

Please: 請:

negotiate / prepay the above presentation

對上述交單讓購/預付

pay upon due date in accordance with LC terms (usance LCs only)

按照信用狀條款在到期日支付 (僅限遠期信用狀)

send documents to issuing bank after examining documents and pay us after claiming reimbursement

審單後將單據逕交開狀行, 於貴行求償後支付本公司

send documents to issuing bank for their approval without examining documents, even if restricted to another bank

在未審單的情況下將單據逕交開狀行供其批准, 即使限押他行

Clean documents under usance LCs must be negotiated / pre-paid: 在以下情況下, 遠期信用狀項下的清潔單據必須讓購/預付:

before they are presented to the issuing bank 於提示開狀行之前

after they are presented to the issuing bank 於提示開狀行之後

If you discover discrepancies in the documents, please: 如果貴行發現單據有瑕疵, 請:

contact us for further instructions 聯絡本公司, 以取得進一步指示

forward documents to the issuing bank without our correction 在未經本公司更正的情況下, 將單據交予開狀銀行

If LC is available with another bank, please dispatch documents to that bank,

如果信用狀限押他行, 請在以下情況下將單據交付該行:

without examining documents 未審核單據

after examining documents 審核單據後

instructing them to: 指示該行:

negotiate / prepay 讓購/預付

pay upon due date in accordance with LC terms 根據信用狀條款在到期日支付

Please:

請:

credit proceeds to the following account number: 將款項撥入以下帳戶: _____

use this forward exchange contract reference to convert proceeds:

使用以下遠期外匯合約兌換款項: _____

contact us for further instructions upon receipt of proceeds 在收到款項後聯絡本公司, 以取得進一步指示

Others (*please specify*):

其他 (請列明) :

<p>In this Application Form, the “Bank” means Standard Chartered Bank (Taiwan) Limited, with whom the Beneficiary has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time.</p>	<p>Date: 日期:</p>	
<p>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，即受益人與之簽訂協議(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>The Beneficiary 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.</p> <p>受益人同意遵守(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>S.V. 驗印</p>	<p>Beneficiary's Signature(s) and Stamp 受益人簽署及蓋章</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

出口融資

本貿易服務補充條款為一般貿易條款之補充¹，適用於貴客戶為標的貿易交易之出口商／賣方時，本行向貴客戶提供之任何押匯、預付款項、買入或其他融資。²

1. 本行得就該標的貿易交易及任何相關之貿易文件進行押匯、預付款項、買入或以其他方式提供融資。相關押匯、預付款項、買入或其他融資之條件（包括任何擔保品之條件）得由貴客戶及本行另行約定之。
2. 任何與信用狀有關之貿易文件之押匯、預付款項、買入或融資，均應遵守信用狀中載明之《跟單信用狀統一慣例(UCP)》版本。提示任何貿易文件託收時，應遵守《託收統一規則(URC)》。
3. 如本行要求時，貴客戶應向本行提供與標的貿易交易有關之所有任何貿易文件之影本。
4. 倘本行以記帳方式提供貴客戶融資，貴客戶應提供本行（令本行滿意的）標的貿易交易之證明。
5. 貴客戶茲向本行聲明，貴客戶並未就標的貿易交易或任何相關貿易文件獲得任何其他融資或設定擔保權利（除設定予本行外），貴客戶為融資事宜向本行提示之發票、訂單或任何其他類似之文件或文據係表彰真實之買賣及貨物之交付及/或服務之提供。
6. 非經本行明示同意（或本行已保兌以貴客戶為受益人之信用狀且貴客戶亦已向本行提示相符之文件），本行提供予貴客戶之任何押匯、預付款項、買入或融資於任何情況下均對貴客戶享有完全之追索權，亦包含本行因任何原因未能或被禁止將一金額（全部或部分）兌換為另一可完全自由轉換之貨幣幣別（由本行全權決定）而承受之損失。於不影響前述條文之前提下，於本行已(i) 就以貴客戶為受益人之已開立信用狀為保兌；或(ii) 承作無追索權之信用狀讓購或[貼現]之情形；且本行已同意以與信用狀貨幣幣別(例如:人民幣)不同之貨幣幣別(例如:美金)提供押匯、預付款項、買入或融資，本行對貴客戶就本金額(包含利息)以本行押匯、預付款項、買入或融資之貨幣幣別(例如:美金)具有追索權。並本行就本行因任何原因被防止或禁止將任何收受之信用狀貨幣幣別(例如:人民幣)之金額(全部或部分)，轉換為另一可自由兌換貨幣(例如:美金)(由本行決定)而生之損失亦對貴客戶具有追索權。
7. 本行得將本行代理貴客戶或為貴客戶自任何人收取之任何款項，用以抵付貴客戶欠付本行之任何款項。
8. 貴客戶應確保任何人（包括任何簽發或保兌之銀行）依據或就標的貿易交易欠付貴客戶之任何款項，均直接支付予本行，貴客戶並應向該人發出不可撤銷之付款指示。貴客戶應應本行要求協助本行收取任何款項。
9. 如本行承諾代貴客戶就非屬信用狀之標的貿易交易進行託收，則將適用《託收統一規則(URC)》（縱使於貴客戶之託收指示並未提及《託收統一規則(URC)》）。本行並無義務檢查任何文件。倘本行同意檢查任何文件，本行就該等檢查亦不承擔任何責任，包括本行未能察覺任何種類之歧異或任何異常情況。倘本行於收到貴客戶首份文件後之60日內，仍未收到相關付款人之付款，本行之所有其他託收義務即予解除，且本行將嘗試向託收銀行收回該文件，並將該收回文件退回予貴客戶。
10. 倘本行向貴客戶提供任何裝運前融資，貴客戶應盡快交付本行相關信用狀或標的貿易交易（視情況而定）提示所需之所有文件正本，及於本行要求時，向本行交付該等文件以進行融資。貴客

戶並應確保就任何信用狀融資，係僅限於本行使用或可自由使用。

11. 本行得向貴客戶之供應商直接支付任何裝運前融資之任何所得款項。
12. 當信用狀已發出且本行收到依照信用狀應提示之文件後，本行得將任何裝運前融資轉為裝運後融資。
13. 倘依據前述第8點之規定，到期應支付予本行之任何金額未能準時全數支付，或本行收到之任何該等金額須予退還，或交付予本行之任何文件係屬偽造或載有貴客戶知悉非屬正確之資料，本行基於標的貿易交易提供予貴客戶之任何融資將立即到期，並應由貴客戶償付，本行得將本行已存入貴客戶帳戶的任何款項予以沖回。

¹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。

²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。

Standard Chartered

Trade Service Supplement

Export Financing

This Trade Service Supplement supplements the General Trade Terms¹ and applies to any negotiation, prepayment, purchasing or other financing We provide to or undertake for You where You are the exporter/seller under an underlying Trade Transaction.²

1. We may negotiate, prepay, purchase or otherwise provide financing against or in relation to that underlying Trade Transaction and any related Trade Document. The terms of that negotiation, prepayment, purchase or other financing (including any requirements as to security) may be set out separately and agreed between You and Us.
2. Any negotiation, prepayment, purchasing or financing of any Trade Document relating to an LC will be subject to the version of the UCP stated in the LC. The presentation of any Trade Document for Collection will be subject to URC.
3. If We request, You must provide Us with a copy of any Trade Document relating to the underlying Trade Transaction.
4. If We provide financing to You on an open account basis, You must deliver to Us evidence (satisfactory to Us) of the underlying Trade Transaction.
5. You represent to Us that You have not obtained any other financing or granted any Security (other than to Us) in relation to the underlying Trade Transaction or any related Trade Document and that each invoice, purchase order or any other similar document or instrument which is presented to Us for financing represents a genuine sale and delivery of goods and/or services.
6. Unless We expressly agree otherwise (or We have confirmed an LC issued in Your favour and You have presented compliant documents to Us), any negotiation, prepayment, purchasing or financing We provide to You is with full recourse to You in all circumstances including where We have suffered any Losses arising from any event whereby We are prevented or prohibited in any way from converting an amount (in full or in part) from one currency into another fully convertible currency (as determined by Us). Without prejudice to the foregoing, where We have (i) confirmed an LC issued in Your favour or (ii) negotiated or discounted an LC on a without recourse basis; and We have agreed to provide any negotiation, prepayment, purchasing or financing in a currency (eg United States Dollars "USD") which differs from the currency in which the Letter of Credit is denominated (eg Chinese Yuan "CNY"), We shall have recourse to You for the principal amount (including interest) in the currency in which We have negotiated, prepaid, purchased or financed (eg USD) and for any loss arising from any event where We are prevented or prohibited in any way from converting any amount received (in full or in part), denominated in the currency in which the Letter of Credit was denominated (eg CNY), into another fully convertible currency (eg USD) (as determined by Us).
7. We may apply any amount received by Us on Your behalf or for Your account from any person against any amount You owe Us.
8. You must ensure that any amount which is due to You by any person (including any issuing or confirming bank) under or in relation to the underlying Trade Transaction is paid directly to Us and accordingly You must give an irrevocable payment instruction to such person. You will provide all assistance We require to allow Us to collect any such amount.
9. Where We undertake Collection on Your behalf in relation to the underlying Trade Transaction not under an LC, URC will apply (even where URC is not referred to in Your collection instruction). We are not obliged to check any documents. If We agree to check any documents, We will do so without any liability including if We fail to identify any discrepancy or irregularity of any kind. If payment is not received from the relevant drawee within 60 days after We receive the first document(s) from You, We are discharged from all further obligations under the Collection and We will attempt to recall the documents from the collecting bank and return them to You.
10. If We provide any pre-shipment financing to You, You will deliver to Us all the original documents required for presentation under the relevant LC or the underlying Trade Transaction (as the case may be) as soon as possible and, if We require, such documents will be delivered to Us for financing. You will ensure for the financing of any LC that it is restricted to Us or freely available.
11. We may pay any proceeds of any pre-shipment financing directly to Your supplier(s).
12. We may convert any pre-shipment financing to post-shipment financing when the relevant LC is issued and We receive the documents required to be presented under the LC.
13. If any amount which is due to be paid to Us under paragraph 8 above is not paid on time and in full, or any amount so received by Us has to be refunded, or any document delivered to Us is forged or contains information You know is incorrect, any financing that We have made available to You in relation to the underlying Trade Transaction will become immediately due and payable by You, and We may reverse any payment that We may have credited to Your account.

¹This 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.

² 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, Export Financing 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.