

開發信用狀申請書
Application for Irrevocable Documentary Letter of Credit

致:凱基商業銀行

申請日期:

To:KGI Bank

信用狀號碼(L/C No.): LC-

The undersigned hereby request you to issue an irrevocable documentary letter of credit upon the following terms and conditions.

ADVISING BANK : (通知銀行) (At issuing bank's option, if this space is left blank) Swift Code (if available) : _____	FULL CABLE BRIEF CABLE
	[F31D] EXPIRY DATE AND PLACE (有效期限及地點) Date : _____ Place : In beneficiary's country other : _____
	[F32B] AMOUNT IN FIGURES : (金額小寫) Currency(幣別) : Amount(金額) :
	[F39A] PERCENTAGE CREDIT AMOUNT TOLERANCE : + % /- % (信用狀金額上下寬容百分比)
TRANSFERABLE	
[F50] APPLICANT : (開狀申請人名稱及地址) 營利事業統一編號:	[F59] BENEFICIARY : (受益人名稱及地址)
[F41D] Available with any bank other : _____ by negotiation/payment/acceptance/deferred payment.	
[F42C] Draft (s) to be drawn at sight/ _____ days after sight date of shipment other : _____ for % invoice value drawn on KGI Bank.	
[F43P] PARTIAL SHIPMENT Allowed Not Allowed	F44A] PLACE OF TAKING IN CHARGE : _____ [F44E] PORT OF LOADING : _____ [F44F] PORT OF DISCHARGE : _____
[F43T] TRANSHIPMENT Allowed Not allowed	[F44B] PLACE OF FINAL DESTINATION : _____ [F44C] LATEST SHIPMENT DATE : _____
[F45A] DESCRIPTION OF GOODS (貨物名稱及數量請簡述之, 避免過分細節載入)	
Trade Term : FOB FCA CFR CPT CIF CIP EXW Other : _____	
[F46A] DOCUMENTS REQUIRED : Signed Commercial Invoice in duplicate triplicate quadruplicate other : _____ Packing List in duplicate triplicate quadruplicate other : _____ Full set 2/3 set of clean "on board" marine/ocean Bill of Lading multi-modal transport document made out to the order of KGI Bank other : _____, notify Applicant as above other : _____ and marked "Freight Collect" "Freight Prepaid". Clean Air Waybill, originally consigned to KGI Bank other : _____, notify Applicant as above other : _____ and marked "Freight Collect" "Freight Prepaid".	

Marine/ Air Insurance Policy or Certificate in duplicate, endorsed in blank for 110% invoice value in currency of draft covering Institute Cargo Clause A B C/ Air, Institute War Clause (Cargo/ Air Cargo), Institute Strikes Clause (Cargo/ Air Cargo), other : _____
 with claim payable in Taiwan Destination in currency of draft.
 Beneficiary's Certificate certifying that 1/3 original B/L one copy of Air Waybill and one set of non-negotiable documents have been sent directly to applicant by courier airmail _____

Other :

[F47A] **ADDITIONAL CONDITIONS :**
QUANTITY TOLERANCE : + _____ % / - _____ % (信用狀交貨數量上下寬容百分比)

[F71] **BANKING CHARGES :**
 All banking charges outside issuing bank including advising, reimbursing and payment charge are for the account of Applicant Beneficiary.
 Discount charges Acceptance commissions are for the account of Applicant Beneficiary. (賣方遠期信用狀請勾選)

[F48] **PERIOD OF PRESENTATION :** _____ days after the date of shipment but within the validity of the credit.

[F49] **CONFIRM MAY CONFIRM :** Charges are for the account of Applicant Beneficiary

請提示相關交易憑證如 P/O, Proforma Invoice, Master L/C(Back to Back L/C only), Insurance Policy, etc.
 (附件請加蓋申請人約定章)

申請人同意遵循本申請書第3,4頁附加條款 (Terms and Conditions)。若提交之申請書無附加條款，申請人同意 貴行公布於官網上之本申請書附加條款具有效力及法律上約束力。

核印

申請人有權人簽章

附加條款 (Terms and Conditions)

- 除另有規定外，本信用狀應適用國際商會第600號出版物“信用狀統一慣例2007年修訂本”，以及任何新增加的修訂本。
Except as otherwise expressly stated, this documentary credit is subject to Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication No. 600 (UCP600) and any subsequent revisions.
- 如信用狀內容所要求之單據不包括保險單據者，申請人承諾願於申請開狀後十五日內，提供以貴行為受益人之保險單或保險證書，且最低保險金額為貨物之CFR價值加計百分之十，倘申請人未履行保險事宜，貴行有權代為投保，費用由申請人負擔，但貴行並無代為投險之義務。
If the documents called for do not include insurance policy(ies) or certificate(s) we undertake to produce to you within 15 days from the date of this application an insurance policy or certificate acceptable to you and in your name for the value of the goods plus at least 10 percent, failing which you may effect insurance at our expense but you are not obliged to do so.
- 當單據提示付款時，貴行保有得拒絕承作進口融資貸款之權利。
We acknowledge that you reserve the right to refuse import financing application at the time of the presentation of documents under this Documentary Credit.
- 貴行為達成申請人之指示，得逕予指定其他銀行或金融機構為承兌本信用狀項下匯票及/或其他請款文件，或擔任該等匯票/其他請款文件應付款項之付款人，或利用其他銀行或金融機構之服務，因此而衍生之費用及風險，均由申請人負擔。
You are authorized to nominate another bank or financial institution to honor or to pay against drafts and/or documents all the sums that may be due on said drafts and/or documents, or to utilize their services for the purpose of giving effect to the instructions of the applicant for the credit, and you shall do so for the account and at the risk of the latter.
- 本申請書確與政府所發給之輸入許可證內所載各項條件及貨品規則等事項絕對相符，並已逐一遵守，倘因申請人對於以上事項有所過失致信用狀未能如期開發者，貴行概不負責。又貴行有刪改本申請書內任何部份，俾與輸入許可證所載者相符之權。
This application must be and is in strict accordance with the conditions, specifications, etc., as set forth in the import permit issued by the competent authority of the Government. You shall not be held responsible for any delay in issuance of Documentary Credit due to the negligence on the part of the applicant in this connection. You have the right to alter or delete any part or parts of this application so as to be consistent with the permit.
- 本信用狀之傳遞錯誤、或遲延、或其解釋上之錯誤；或上述單據之部分或全部滅失或未寄達；或該等單據所表彰貨物之品質、數量或價值；或貨物在陸海空運送中或運抵後所發生之滅失或損害；或未經保險或保額不足或因發貨人或任何第三者之行使運送中止權或扣留及其他因素等情形，以致喪失或損害時，均與貴行及貴行之代理行無涉，且在以上任何情況之下仍由申請人照付。
We further agree that you or your agents are not responsible for any errors or delays in transmission or interpretation of the Documentary Credit or for the loss or non-arrival of part or all of the aforesaid documents, or for the quality, quantity or value of the merchandise represented by same, or for any loss or damage which may occur to said merchandise, whether during its transit by air, 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 ourselves duly to accept and pay in all like instances.
- 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。縱或在事後證實其為非真實或係偽造或有其他瑕疵，概與貴行及貴行之代理行無涉，仍應由申請人照付。
We hereby bind 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. 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.
- 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，貴行就本信用狀項下所購運之貨物、單據及賣得價金，得視為自己所有，並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領範圍之擔保品、存款餘額等，均任憑貴行移作上述匯票之共同擔保，無須另行通知申請人。如上述匯票及/或單據之有關各項應付款項到期而申請人不能兌付時，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。
We further agree that the title to all property which shall be purchased and/or shipped under this Documentary Credit 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 and all other indebtedness and liability, now or thereafter 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. We hereby authorize you do dispose of the aforementioned property by public or private sale at your discretion without notice to us whenever we shall fail to accept or pay the said drafts and/or documents on due dates or wherever 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.

9. 本信用狀如展期或重開，或修改任何條件時，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, We agree to be bound for the full term of such extension or renewal, and notwithstanding any such modification.

10. 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 application is signed by two or more persons, all promises or agreements made hereunder shall be joint and several. We herewith bind ourselves to settle exchange on drafts drawn under this Documentary Credit with you.

11. 申請人明示且不可撤銷授權 貴行於開發之信用狀項下之貨品全部或部分運達後，倘申請人就 貴行所開發各筆信用狀未於相關授信契約約定之清償期限內還款贖單，或申請人因委請 貴行開發信用狀並經 貴行依相關授信契約之約定主張視為全部到期時，均得由 貴行代向海關提貨，並得拍賣或自由處分所進口之貨品。申請人並聲明， 貴行依上述授權所為之報關提貨等行為，視同申請人之行為，具有約束申請人之效力。

We authorize you to pick up and disposal the relevant goods of this Documentary Credit on applicant's behavior directly and without obtaining applicant's approval, in case that we fail to repay or execute obligations within the specified period, or all the obligations become due that breach of any provision of Agreements. The preceding authorization of custom declarations shall be applicable and bound to us.

12. 申請人同意 貴行得於登記之特定目的項下，蒐集、電腦處理、國際傳遞及利用申請人之資料，並得及於特定目的外之利用。 貴行亦得將申請人之資料提供與財團法人金融聯合徵信中心、環球銀行財務電信協會 (S.W.I.F.T)、銀行同業及其他經主管機關指定或與 貴行因業務需要訂有契約之機構（以下稱前揭機構），前揭機構得於其營業項目或章程所訂業務之需要等特定目的項下，蒐集、處理、國際傳遞及利用申請人資料。

Our information is approved to be utilized for collection, computer processing, international transmission, and also agreed to be utilized beside the Regulation above, and the information can be offered to Joint Credit Information Center and Society For Worldwide Interbank Financial Telecommunication (S.W.I.F.T) and other Banks for computer processing and utilization.

13. 申請人聲明及保證非為受經濟制裁、本國政府、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，否則 貴行得拒絕業務往來。且申請人願意配合 貴行定期審視並配合說明交易之性質與目的及資金來源，否則 貴行得暫時停止交易，或暫時停止或終止業務關係。

We hereby represent and warrant that we are not imposed economic sanction or traced and recognized as terrorist by our government or foreign government or international Anti-money laundry organizations, Otherwise, you may refuse the business transaction. Furthermore, we are willing to explain and cooperate with you on periodical reviewing the nature and purpose of transactions and the source of funds, otherwise, you may temporarily suspend the transactions, temporarily suspend or terminate the business relationship.