

安泰商業銀行

EnTie Commercial Bank

動撥申請書

(開發國內不可撤銷信用狀)

動撥申請書(開發國內不可撤銷信用狀)

Application for Credit Utilization

(Application for Issuance of Domestic Irrevocable Letter of Credit)

安泰商業銀行 _____ 台鑒

日期： 年 月 日

EnTie Commercial Bank _____

Date: yyyy/mm/dd

茲請 貴行准照前訂 <u>額度書</u> 之約定，依下開條件開發信用狀。 Applicant hereby requests the Bank to issues this Letter of Credit (“L/C”) pursuant to the Facility Letter. 本信用狀規定如有未盡事宜適用國際商會所訂現行「信用狀統一慣例與實務」之規定及背面約定書事項辦理。 This L/C is subject to the International Chamber of Commerce’s “Uniform Customs and Practice of Documentary Credits” and the conditions as per this application.	信用狀號碼： L/C Number” 開狀日期： Date: (開狀銀行填寫) (The Bank Use Only)	通知銀行編號： Advising Bank Code: (通知行填寫) (Advising Bank Use Only)
	申請人： Applicant: 地 址： Address:	
通知銀行： Advising Bank (如有需要指定銀行時請填上) (fill in if necessary to designate authorized bank)	金額：新臺幣 (大寫) Amount: NTD (written in capital characters)	
受益人： Beneficiary: 地 址： Address:	有效期限至：民國 年 月 日止 Date of Expiry of this Credit: yyyy/mm/dd 最後交貨日期：民國 年 月 日止 Last Shipment Date: yyyy/mm/dd	
本信用狀可由上開受益人在不超過上開金額範圍內，依本申請書規定條件簽發匯票，洽請本行付款或承兌，該匯票之條件如下： The Beneficiary of this L/C may present this L/C to Bank to request for acceptance and/or payment of the draft issued within the amount specified and according to the terms as follows: 甲、付款人：安泰商業銀行 _____ Payer: EnTie Commercial Bank _____ 乙、付款期限： <input type="checkbox"/> 以「見票即付」方式填寫到期日。 Payment Period: _____ at sight. <input type="checkbox"/> 以「定日付款」方式填寫到期日，其到期日自承兌日起算不得超過 _____ 天。 at within _____ days from the acceptance date. 丙、金額：須與相關發票上所開列金額一致。 Amount: Must be as same as the relevant invoice. 丁、應檢附之單證如下：		

Documents required:

1. 匯票付款/承兌申請書乙份

Application for payment of draft / acceptance .

2. 統一發票

Unified Invoice

上項單證應載明申請人向受益人購買下列貨品：

The above documents should clearly state that the Applicant purchased the following goods from Beneficiary:

特別指示：1. 匯票付款或承兌申請書上申請人所蓋印鑑應與原留印鑑相符。

Instructions: The application for payment of draft or acceptance shall be affixed by the Applicant's filed seal.

匯票付款或承兌申請書由信用狀受益人單獨蓋章。

The application for payment of draft or acceptance shall be affixed by L/C Beneficiary's seal only.

2. 貨物可以/不可以分批交貨。

Partial shipments is permitted / prohibited.

申請人聲明

Applicant's Declaration

申請人：

Applicant:

茲承認本筆開發信用狀申請書所列金額與其所發生利息及一切費用，為貴行代申請人保證付款或墊款之金額，並同意以國內信用狀存入保證金確認書、及其信用狀項下匯票等有關文件為憑，特此聲明為證。

Applicant hereby recognizes that the amount, interest, and fees incurred in connection with this L/C application shall be advanced or guaranteed by Bank on behalf of the Applicant. Applicant agrees that such advance and guarantee shall be evidenced by letter of confirmation of guarantee deposits for a domestic L/C and such drafts and documents are related to the L/C.

特別條款詳如背面約定書所載。本申請書為與貴行簽訂之「安泰商業銀行銀行往來總約定書」之一部份，特別條款優於「安泰商業銀行銀行往來總約定書」之一般條款。

The special terms are contained on the reverse side of the Agreement. This Application is a part of the "EnTie Commercial Bank General Agreement for Banking Transaction" and the special terms hereof are superior to those general terms contained in the "EnTie Commercial Bank General Agreement for Banking Transactions".

(請蓋原留印鑑)

(Affix filed Seal)

主管

經辦

約定書

Agreement

特別條款

Special Terms and Conditions

申請人（以下簡稱立約人）出具開發信用狀申請書委請 貴行開發國內、國外即期或遠期信用狀（以下簡稱信用狀）時，願遵守下列約定：

Applicant (hereinafter "Party") applies to Bank for a domestic/foreign sight/usance Letter of Credit (hereinafter "L/C") and agrees to observe the following provisions:

- 一、立約人願由 貴行依有關法令之規定及習慣墊付或（及）承兌其所申請開發之信用狀，立約人並願以各信用狀項下貨運單據及貨品等為各該信用狀項下 貴行墊款及貸款之擔保，並以本約定書為提供擔保及墊款或貸款之證明。

Party agrees that the shipping documents and the goods of this L/C shall serve as collateral to secure repayment of Bank's advance or loans and such collateral and advance or loan shall be evidenced by this agreement under the relevant laws and regulations and customary advance, and/or acceptance of the issued L/C.

- 二、立約人承認每筆信用狀金額與自備存入保證金之差額（即未結匯金額）包括其所產生之利息及一切費用為 貴行墊款之金額，並同意以申請書、匯票、 貴行有關帳冊或國外銀行（包括代理銀行、押匯銀行或通匯銀行）墊款通知書或其他類似文件（如電文）為其憑證絕無異議，如前述墊款立約人申請改貸為新臺幣貸款者，立約人將另簽具借據或本票交付 貴行為其憑證。

Party agrees to treat the difference between every L/C amount and self-deposited guarantee (i.e. amount of foreign exchange not yet settled) including all interest and fees as Bank's advance, and further agrees that the application, draft, relevant accounts kept by the Bank or foreign bank's (including agent bank, negotiating bank or correspondent bank) notice of advance and similar documents (such as electronic documents) shall serve as evidence of such advance. In the event that the foregoing facility is converted into NTD loan, the Party shall execute a debt note or separate promissory note to the Bank as evidence.

- 三、清償期限及方法：

Repayment Period and Method:

1. 如依本約定書開發遠期信用狀時，則每筆遠期信用狀項下之墊付或承兌之期限最長不得超過國外銀行押匯日或承兌日起一年，並以每筆遠期信用狀項下匯票到期日或貴行通知之到期日為每筆債務之清償日期，其利率按照 貴行牌告或約定之外幣貸款利率計付。

In the event that a usance L/C is issued pursuant to this Agreement, every advance or acceptance of usance L/C shall in no event be longer than one year from foreign bank's date of negotiation or acceptance, and the date of expiry of draft under the usance L/C or the expiry date as notified by the Bank shall be the due date for each obligation. The interest rates thereof shall be calculated in accordance with Bank's posted interest rate or the otherwise agreed upon rate for foreign currency loan.

2. 如依本約定書開發即期信用狀時，則立約人應於每筆信用狀項下貨運單據寄達後並經 貴行通知（書面或口頭）後五日內，將每筆墊款清償並支付利息及相關費用，墊款部份得自備外匯或借款或按償還日 貴行牌告或約定之該外幣匯率結匯償還之。但有下列各款情形之一者，不在此限：

In the event that a sight L/C is issued pursuant to this Agreement, Party shall settle each advance and relevant interests and fees within 5 days of receipt of the shipping documents under each L/C and the Bank's notification (whether in writing or oral). The advance shall be settled by Party's own foreign exchange or loan, or in accordance with Bank's posted foreign exchange rates on the date of the settlement. However, this provision shall not apply to any of the followings:

- (1) 如貨運單據寄達而貨品尚未運到，立約人於到單通知書上蓋章表示接受單據後，

可檢具航運公司證明文件或 貴行認可之證件憑核，俟貨品運到三日內清償。但貨運單據寄達經 貴行通知屆滿三十日貨品仍未運到時，立約人應立即清償。

If the shipping documents are received but not yet the shipment, and if Party affixes seals onto the notification to indicate acceptance, Party may submit the carrier's document or any other document acceptable to Bank and must settle within three (3) days of the shipment's arrival. However, if the shipment does not arrive within thirty (30) days from the Bank's such notification, Party must still settle immediately.

- (2)如貨品運到而貨運單據尚未寄達，需申請擔保提貨時，立約人願立即清償，立約人如申請副提單背書時亦同。

If the shipment has arrived but not yet the shipping documents, and application for guaranteed delivery is required, Party will settle immediately; the same is applicable if Party applies for a duplicate B/L endorsement.

- (3)如貨品分批裝運時，應即以分批貨運單據金額，按信用狀金額及（或）墊款比例先行償還。

In the event of partial shipment, settlement shall be made according to the amount of proportion between the shipping documents of the partial shipment and the the L/C and/or advance.

- (4)如經 貴行要求提前清償時，立約人願立即清償。

Party agrees to settle immediately in the event that Bank demands early settlement.

- (5)經 貴行同意改以遠期信用狀方式為外幣貸款或新臺幣貸款時，則依 貴行外幣貸款或新臺幣貸款有關規定辦理。

Upon Bank's agreement to change to usance L/C, whether in foreign currency or NTD loans, it shall be processed according to Bank's relevant rules governing foreign currency or NTD loans.

- 四、本約定書之每筆墊款、貸款在前條所訂應清償之期限內還款者，外幣墊款、貸款部份應自國外押匯日起至前條所訂之清償日止，按 貴行牌告或約定之外幣貸款利率計付利息；新臺幣貸款部份則自貸放日起至清償日止，按 貴行核定之基準利率計付利息。如即期信用狀下申請擔保提貨或副提單背書者，應先清償貸款。

All settlements of advance or loan within the expiry date, the interests of advance or loan in foreign currency shall be calculated in accordance with Bank's posted rates or agreed rates for foreign currency loan from the foreign date of the negotiation to the date of settlement provided in preceding articles. All interests of NTD loan shall be calculated in accordance with Bank's benchmark interest rate from the date of drawdown to the date of settlement. The loan shall be repaid firstly for the sight L/C with Indemnity and Guarantee or duplicate B/L endorsement.

- 五、立約人應依 貴行核定之條件開具本約定書額度等額之票據或依信用狀墊款、貸款之金額（包括利息、費用等）開具票據備償。

Party shall provide a notes/drafts/bills/cheques to Bank for alternative repayment in the amount of this Agreement, or the advance or loan of the L/C (including interest and fees).

- 六、立約人遲延清償每筆墊款、貸款本息時，除願以欠款總額為計算基礎依到期日 貴行所定之新臺幣基準利率加年率2%或當時 貴行牌告之外幣貸款利率孰高加計遲延利息（以下簡稱“遲延利息”）外，並願另加付凡逾期六個月以內者，按遲延利息利率10%計付，逾期超過六個月者，按遲延利息利率20%計付之違約金。

In the event that the Party is delinquent in making any payment(including principal and interest) of each advance or loan, the Party agrees that in addition to the default interest to be calculated at the Bank's benchmark interest rate plus 2% per annum on the due date or the Bank's posted rate for foreign currency loan whichever is higher(hereinafter referred to as the "Default Interest"), the Party will also pay the penalties calculated at 10% of the Default Interest rate for delays of six (6) months or less, or 20% of the Default Interest rate for delays of more than six (6) months.

- 七、立約人倘不依第三條所列期限及方法償還墊款、貸款時，或於本約定書每筆信用狀下貨

運單據寄達後，未即辦理報關提貨手續，以致 貴行遭受任何損失或有損失之虞時，其墊款、貸款視為即時到期， 貴行有權選擇自遲延日起折算之新臺幣求償，且 貴行為保全債權，得代向海關報關提貨，並得拍賣或自由處分（包括處分方法、價格及時間等）所進口之貨品及其他約定之擔保品以抵償 貴行墊款、貸款本息、遲延利息、違約金、及因處分而支出一切費用及損失（包括報關提貨所支付之稅捐、運輸費等），如尚有不足抵償時，立約人及連帶保證人願負責補足清償。

If Party does not settle the advance or loan in accordance with Article 3, or Party does not proceed with the customs procedures after the Cargo Invoice has been received for each L/C under this Agreement, Party shall be liable to Bank for all damages or loss, and the advance or loan shall be deemed immediately due and payable. Furthermore, Bank shall have the right to claim damages in NTD calculated from the date of the default and to secure its obligations owed, may apply to customs for clearance of goods, and may auction or freely dispose of the imported goods and other collateral (including method of disposal, price, and time) as Bank deems fit. Party and joint and several guarantors shall be jointly and severally liable to indemnify Bank for all residual advance, loan principal, interest, default interest, penalty, and fees and loss arising from disposal (including customs taxes and shipping costs), any deficiency which is not offset by the goods and collateral.

- 八、本借款如立約人未依約定期限償還， 貴行得逕於任何時日，將欠款折換為新臺幣借款，立約人對前開折換日、匯率數額、利率等均無異議。但 貴行並無為此折換之義務。

If the Party does not settle the loan in accordance with this Agreement, Bank may, but is not obligated, convert the amount owed into NTD at any time; The Party and joint and several guarantor shall not object to the exchange date, exchange amount, or exchange rate.

- 九、每筆信用狀項下貨運單據到達通知書如列有單據之瑕疵，不論由 貴行或國外押匯銀行發現，立約人如表示不同意接受該瑕疵，委請 貴行代為向國外匯押匯行交涉時，如交涉不成， 貴行不負任何責任，立約人仍願依本約定書之規定負責清償 貴行墊款、貸款本息及其所產生之一切費用，如有損及 貴行權益，仍由立約人負責清償。

In the event of any discrepancy in notification of Customs Receipt under each L/C, whether that discrepancy is discovered by Bank or foreign negotiating bank, if Party indicates non-acceptance of the deficiency and asks Bank to enter into discussions with the foreign negotiating bank, if the discussion is not satisfactory, Party must still settle all obligations with Bank in relation to Bank's advance, principal, interest, and all relevant fees; Bank shall not be responsible for the failure of discussions. Furthermore, Party shall also be responsible for any damages to Bank's rights.

- 十、如立約人拒不履行本約定書各條約定， 貴行得不經通知立約人隨時收回每筆墊款或貸款，或就每筆信用狀項下之貨運單據、貨品，或立約人所有存在 貴行（包括分支機構）之財產逕行處分抵償或抵銷每筆墊款或貸款之本息及因處分而支出之一切費用。

In the event that Party does not abide by any of terms of this Agreement, Bank may, without prior notice to Party, recover each advance or loan, or set-off each advance or loan principal, interest and relevant fees against Party's each shipping documents or goods as per any L/C, or other property of the Party held by Bank (including branches).

- 十一、立約人委請 貴行以三角貿易方式開發之信用狀融資及擔保信用狀等，仍適用本約定書有關各條款之約定。

The relevant terms and conditions of this Agreement are still applicable to Party's request that Bank issues back-to-back L/C and Stand-by L/C.

- 十二、貴行應立約人之請求而簽署之信用狀項下或進口託收項下之擔保提貨書或副提單背書，其上所列之貨品、規格、單價、總金額及提貨條件與嗣後寄達之貨運單據所載不符時，立約人及連帶保證人均願按寄達 貴行之貨運單據所列條件負責辦理補繳餘款、票據承兌、付款及其他一切手續。倘因 貴行簽署之單據與寄達之單據內容不符而致 貴行遭受任何損失時，立約人及連帶保證人願負一切賠償之責。該擔保提貨或副提單背書申請書所載內容視同本約定書之附件，立約人均願遵守。

In the event the goods, specifications, unit price, total amount, and terms of delivery as

contained on Indemnity and Guarantee or duplicate B/L endorsement issued by Bank upon Party's request under L/C or import collection is different from the shipping documents, Party and the joint and several guarantors will reimburse Bank for the residual amount, acceptance of negotiable instrument, payment, and all other relevant handling charges. If the discrepancy between Bank's documents and the shipping documents results in any damages to the Bank, Party and the joint and several guarantors will be liable to Bank for such damages. The application for Indemnity and Guarantee and the B/L endorsement shall be deemed ancillary to this Agreement which the Party must abide by.

十三、每筆信用狀項下貨品依交貨條件，如需立約人投保者，立約人願事先就保險公司、保險種類及保險條件，徵得 貴行同意後，以 貴行為受益人足額投保，投保所需一切費用，概由立約人負擔。立約人如遲不辦理投保或保險到期未辦續保手續， 貴行有權但無義務代為辦理。如 貴行先行墊付相關保險費用，立約人願立即償還，若有遲延 貴行得將其列入每筆貸款金額，並由立約人按本約定書第三條及第四條約定計付利息。

If the delivery terms of the L/C require Party to obtain insurance, Party will obtain consent from Bank regarding the insurer, policy type, and policy terms, and name Bank as beneficiary of the policy. All fees related to the insurance shall be borne by Party. In the event that the Party does not obtain insurance, or does not renew the policy upon its expiration, Bank may, but is not obligated to, obtain insurance on Party's behalf. If Bank advances costs and fees related to the insurance policy, Party agrees to repay Bank immediately. Any delays by Party, Bank may apply this advance to the loan amount and charge interest in accordance with Articles 3 and 4 of this Agreement.

十四、立約人於 貴行開發不可撤銷信用狀之同時，先向 貴行結購部份外匯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，立約人並承認前述信用狀結匯證實書及／或信用狀所載信用狀金額與信用狀結匯證實書上所載結匯金額之差額即為 貴行為立約人所墊款之金額，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。

When Party asks Bank to issue an irrevocable L/C, Party shall settle a portion of the foreign exchange as guaranty of drafts under the L/C or other amounts which will become due and payable. During the settlement of the foreign exchange, Bank shall issue a letter of confirmation to evidence foreign exchange settlement for L/C, and Party shall recognize such letter of confirmation, and agrees that the difference between the letter of confirmation and/or the L/C shall evidence Bank's advance. Party also agrees and will not object that in the event Bank's relevant documents contains discrepant amount to the letter of confirmation for the advances in foreign currency, Bank's records or account books shall prevail.

十五、貴行為達成立約人之指示，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時，係為立約人之計算及風險而為。

To fully execute Party's instructions, Bank may designate another bank or financial institution to act as payer of drafts, and/or documents under this L/C and other amounts which will be due and payable, or engage services of another bank or financial institution. Such action shall be at calculation and risks of the Party.

十六、關於信用狀項下之匯票及／或單據等，如經 貴行或 貴行之代理行認為屬符合之提示者，立約人願按期照付及／或承兌並按期照付。

Party agrees or accepts to pay in installments for the drafts and/or documents issued under the L/C the presentation of which has been accepted by Bank or Bank's agent.

十七、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，仍應由立約人照付。

In the event of falsity or forgery or other discrepancy in the draft and/or documents which are subsequently verified, Party must still pay Bank as if the Bank or Bank's agent is not involved in the incidents.

十八、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一部份減失或遲延或因未抵達交貨地，以及貨物無論因在海面上或陸上運輸中、或運抵後未經保險、或保額不足、或因運送人或任何第三者之阻滯或扣留及其他因素等各情事，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立約人照付。

In the event that there is any loss or damage arising from the errors in transmission, delays or misinterpretations of the L/C, or quality, quantity, or value of all or part of the goods stated in the abovementioned documents have been impaired, lost, delayed, or did not arrive at place of destination, whether due to the lack of or inadequate insurance during sea transport, land transport or after arrival, or the stoppage, detention or other factors by carrier or third parties, Party must still pay the Bank as if Bank or Bank's agent is not involved in such incidents.

十九、與上述匯票及／或單據及有關之各項應付款項，以及立約人對 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、單據及賣得價金應連同立約人所有其他財產：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。

Prior to settlement of the above drafts and/or documents, all payable amounts and all obligations owed or will be owed, obligations not yet mature or already matured, the Bank may use the goods under the L/C, documents, and sale proceeds, and the Party's other properties, including deposits of guaranty or balance with the Bank or its branches as collateral for all the above mentioned obligations.

二十、如上述匯票到期而立約人不能承兌時，或 貴行為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，毋須另行通知立約人。

In the event that the Party fail to pay upon the maturity the above drafts, or Bank deems it necessary to protect its rights, the Bank has the right to realize the above properties (including goods) in public auction or other ways, and the proceeds so obtained will be used to set off any of the Bank's advances. Bank does not need to notify the Party.

二十一、本信用狀如經展期或重開，或修改任何條件，立約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。

If the L/C is extended or re-issued, or any of its terms and conditions are amended, Party must abide by the above terms and conditions without any objection to such extension, re-issuance, or amendment.

二十二、本約定書確與有關當局／機關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，倘因立約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 貴行有權刪改本約定書之任何部份，俾與輸入許可證所載相符以外，立約人亦應遵守國際商會最新版本信用狀統一慣例之規定。

This agreement is entirely consistent with and abides by the terms and conditions of the import permit issued by the relevant government authorities or agencies. Bank shall not be liable for Party's negligence to fully abide by any of the above terms thereby resulting in the non-issuance of the L/C. The Bank has the right to delete or amend any part of the Agreement to be in compliance with such terms and conditions as stated in the import permit. Party will abide by the most recent version of Uniform Customs and Practice for Documentary Credits of International Chamber of Commerce's.

二十三、本約定書為與 貴行簽訂之「安泰商業銀行銀行往來總約定書」之一部份，特別條款優於「安泰商業銀行銀行往來總約定書」之一般條款。如有未盡事宜，悉依中華民國相關法令及國際商會現行信用狀統一慣例辦理之。

This Agreement shall constitute part of the "EnTie Commercial Bank General Agreement for Banking Transactions" and the Special Terms and Conditions shall prevail over those general provisions contained in the "EnTie Commercial Bank General Agreement for Banking Transaction". All matters not stated in the agreements shall be governed in accordance with the laws of the Republic of China and current Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce.