

安泰商業銀行

EnTie Commercial Bank

動撥申請書

(出口押匯)

動撥申請書(出口押匯)

Application for Drawdown (Export Negotiation)

致 安泰商業銀行

日期：

To: EnTie Commercial Bank

Date:

茲檢附本公司依據_____銀行第_____號信用狀所簽發之匯票/收據金額_____ (號碼_____)及下列各項單據，請准予辦理押匯/貼現。

Attached hereto is Party's draft/receipt amount of _____ (number _____) and the following relevant documents as issued under _____ Bank's no _____ L/C. Please permit and proceed with the negotiation / discount.

本公司證明所有與本筆出口押匯/貼現有關於之信用狀，包括其修改書等業經全部向 貴行提示無誤。至上項押匯/貼現款，請依照外匯管理之有關規定結付。本公司同意如因單據上之欠缺瑕疵或因單據正由貴行審核中，致不能及時完成押匯/貼現手續，而使本公司蒙受匯率變動之損失時，概由本公司自行負擔與 貴行無涉。本公司保證 貴行於押匯後十二天內或貼現到期收妥本筆押匯/貼現款，並保證絕不使 貴行因辦理本筆押匯/貼現而遭致任何損害，本筆押匯/貼現票據如發生退票、拒付或因開狀銀行或付款銀行倒閉或外匯短缺或郵遞轉撥等情事，致使 貴行未能於上述期限內收妥款項時，不論為該票據金額之全數或一部，本公司於接獲 貴行通知後，願立即如數以原幣清償所欠本金，並就 貴行墊付押匯/貼現款之實際期間，按照 貴行辦理本筆押匯/貼現之適用利率加計遲延利息償還，並願負擔一切有關之費用。絕不以票據之要件欠缺、法律上各項手續不完備、或時效消滅等藉口，而拒絕清償。本公司茲聲明願拋棄一切之抗辯權，並免除拒絕證書之作成及票據債權保全上之通知及其他法定手續，並願依照本公司另立之「安泰商業銀行銀行往來總約定書」/「約定書/出口總質權書」所列條款履行責任。

Party warrants that all L/C which are relevant to export negotiation/discount, including amendments have been fully presented to the Bank. Please settle the above negotiation and discount as pursuant to the relevant regulations governing foreign exchange. Party agrees that in the event the negotiation/discount cannot be completed on time due to discrepancies or ongoing amendments in the documents, thereby causing loss to Party due to fluctuation of exchange rates, Party shall be wholly liable for such loss. Party warrants that Bank will receive the fund under negotiation or discount within 12 days of such negotiation or discount, and that Bank shall not suffer loss due to this negotiation/discount. In the event that Bank does not receive payment, in part or in its entirety, within the above period due to the return, rejection, bankruptcy of the issuing bank or paying bank, shortage of foreign exchange, or postal transfer of the negotiation/discount, upon receipt of notice from Bank, Party will immediately settle all payable due in original currency. Furthermore, Party will repay to the Bank for Bank's advance of the negotiation/discount, interest and related expenses; such interest shall be calculated at the default interest rate for the actual duration of advance. Party shall not refuse to settle based on claims for lack of required documents, non-conforming legal formalities, or statute of limitations. Party waives all rights of defense, and exempt the Bank from protest, the notice of preservation for claims of bills, and other legal formalities, and will fulfill obligations according to the terms and conditions listed in the "EnTie Commercial Bank General Agreement for Banking Transaction" / "Agreement / General Pledge Letter".

Draft	Invoice	Packing	B/L AWB	Cert. of Origin	Insurance	Bene Cert.	W/N List	Inspection Cert.	Carrier Cert.	Postal Receipt		

請將本筆 貴行墊付外匯款按掛牌買入匯率折算等值新台幣，並扣除有關費用後撥存
_____分行，帳號 _____。

Please make Bank's advance and converting to NTD in accordance with Bank's posted foreign exchange buying rate, minus the relevant expenses, and deposit with _____ branch, account number _____.

請將本筆 貴行墊付外匯款撥存 _____分行，外匯活期存款帳戶 _____。

Please deposit the foreign exchange advance with _____ branch, foreign exchange account number _____.

本件已辦理預售遠期外匯，契約書編號 _____。

Forward sale has been processed under the agreement bearing number _____.

本件已辦理外銷貸款，償還金額 _____。

Export loan has been processed and the amount to be repaid is _____.

同意以託收方式處理，俟款項收妥後悉數撥存上述帳戶。

Party agrees to proceed for collection and all funds so collected to be deposited into the above account.

申請人已知悉並完全瞭解後列之約定書/出口總質權書全部內容，並同意遵守所有條款。
The Party hereby expressly acknowledges that thoroughly understood and is willing to be bound by all of the terms and conditions of the following Agreement / Export General Pledge Letter.

申請人：

Applicant:

電話：

Telephone:

統一編號：

Unified Business No.:

申請人印鑑
Applicant's Seal

押匯編號：

出口押匯工作記錄單 (WORKING SHEET)

Latest Shipment : _____ Expiration : _____ Credit Balance : _____

SIGHT DRAFT

USANCE DRAFT _____ DAYS AFTER FROM SIGHT / BL DATE B/L DATE : _____

(BUYER'S ACCOUNT SELLER'S ACCOUNT) DISCREPANCIES(瑕疵) : ____ (Y/N) L/I(保結書) : ____ (Y/N)

押匯金額 Negotiation Amount	
預扣國外費用(原幣) Pre-Deducted Foreign Fees (Original currency)	
代理商佣金(原幣) Agent's commission (original currency)	
手續費(費率) Handling Charges (rate)	
適用利率(%) Interest Rate (%)	
出押息/貼現息(天數) Negotiation Rate / Discount Rate (Days)	
瑕疵息(天數) Discrepancy Rate (Days)	
郵費 Postal Fee	
電報費 Telegraph Fee	
匯款手續費 Remittance Handling Charges	
其他 Other	

DISCREPANCIES		
<input type="checkbox"/> L/C EXPIRED	<input type="checkbox"/> LATE SHIPMENT	<input type="checkbox"/> OVERDRAWN
<input type="checkbox"/> PARTIAL SHIPMENT	<input type="checkbox"/> LATE PRESENTATION	

求償/寄件方式：
Claim/Transmission Method:

- 轉押匯 _____ BANK
- Renegotiation _____ Bank
- 會放款部門 主管： _____ 經辦： _____
- Lending Dept. Manager: _____ Handler: _____

外匯指定單位		
主管	覆核	經辦

營業單位		
主管	覆核	經辦

議價號碼	
議價匯率	
承作匯率	
覆核 主管	

約定書/出口總質權書

Agreement / Export General Pledge Letter

- 一、茲因 貴行隨時可能押匯、貼現、承兌、背書或墊付申請人〔以下簡稱立約人〕所簽發有擔保品／無擔保品之國內外匯票，或就有關貨物之運送單據或其他文件，無論有無附具匯票及無論有無提供擔保品，而墊付款項，爰經雙方協議：凡本約定書中所載各條款，均應認為永久繼續有效，隨時適用，凡該項匯票、運送單據或其他文件，無論其為直接或經他人向 貴行押匯、貼現，或經承兌、背書或墊付，視為每次皆由立約人重新簽訂本約定書，均屬於本約定書約定之範圍而適用本約定書。

In consideration that for Bank may negotiate, discount, accept, endorse, or advance payment at any time for secured/unsecured domestic and foreign drafts, the shipping documents or other documents relating to the goods, whether secured or unsecured, for Applicant (hereinafter Party): the terms contained in this agreement shall remain in force indefinitely and be applicable at any time to drafts, shipping documents or other documents, regardless of whether Bank directly or indirectly through others negotiates, discounts, or through acceptance, endorsement, or advancement. Party shall be deemed to have re-executed this Agreement every time the scope of this Agreement may be applicable.

- 二、立約人聲明將有關貨物、單據及貨款之請求權或所有權，轉讓或設定質權予 貴行，作為立約人因辦理押匯對 貴行 所負之墊款債務、票據債務及包括利息、違約金、損害賠償金、手續費暨各項費用等一切債務之擔保。

Party represents all claims or ownership, right related to goods and documents have been transferred or pledged to the Bank as collateral for all advanced obligations including interest, penalty, damages, handling charges, and all expenses for Party's negotiation.

- 三、對於一切由 貴行所墊付而為立約人所應付之款項或有關本約定書所載任何其他之款項，如經 貴行要求時，立約人應立即償還。

Party shall immediately repay to the Bank all advances made on Bank's behalf in accordance with necessary payments or other payments as per this Agreement.

- 四、茲授權 貴行或 貴行之任何經理、代理人、或上述匯票持有人，有權利但無義務得將該匯票擔保品投保所有水險、航空險，並包括搶劫擄掠及岸上火災等險，所有保險費及有關費用，均得加入匯票金額內，由立約人負擔。 貴行對擔保品享有優先受償權並得逕行處分擔保品以抵償 貴行之債權及其他有關費用或其他第三人所代付之保險等有關費用，並且不影響 貴行對其他匯票債務人之請求權，同時授權 貴行得代理立約人辦理一切相關事項，包括但不限於收取手續費，倘 貴行對於該指定之碼頭或倉庫並無反對之表示，立約人得依付款人或承兌人之指示，將貨物移放於政府或私人所屬之碼頭或倉庫。

Bank, any manager or agent of the Bank, or holder of the draft is authorized but is not obligated to insure the collateral of the draft for marine, air, robbery, looting, or fire insurance. All relevant premiums or expenses may be added onto the draft amount which shall be borne by the Party. Bank has priority claim to the collateral and may proceed against the collateral to setoff Bank's obligations or other expenses, or premiums and expenses advanced by third parties. Such claim is not affected by Bank's claim against the other debtors of the draft. Bank is also authorized to handle related matters on Party's behalf, including but not limited to collection of handling charges. If Bank does not object to the designated dock or warehouse, Party may move the goods to the warehouse or dock of the government or other private party upon payer or acceptor's instruction.

- 五、茲授權 貴行或 貴行之任何經理、代理人、或上述匯票持有人，均可接受付款人附有條件之承兌，於匯票到期日票款付清後，得將附隨匯票作為擔保之附屬單據，交與付款人，或承兌人，此種授權亦可適用於參加承兌。

Bank or any manager or agent of the Bank, or the above holder of the draft may accept payer's terms for acceptance and may, upon the full settlement of the draft after maturity, give the accompanying draft as the collateral's accompanying documents to the payer or acceptor. This authorization is applicable for acceptance for honor.

- 六、茲授權 貴行，凡經 貴行或匯票承兌人或其代表人認為適當，在匯票到期之前無論何時 貴行有權利但無義務可將 貨物分批交付與任何人，惟交付貨物之全部或一部份時，須收取相當金額，其金額宜與發票上所開列之貨價，或與所擔保之匯票所載金額成比例，上述相當金額之解釋，由 貴行認定之。

Bank has the right but not the obligation to make partial delivery of the goods to anyone prior to the maturity of the draft when the Bank, acceptor, or acceptor's agent deems it suitable to do so. However, Bank must receive just compensation for the delivery of goods, whether in whole or in part, and if such compensation is greater than the invoiced amount or proportional to the amount as on the secured draft, the determination of the compensation shall be by the Bank.

- 七、茲另授權 貴行或 貴行之任何經理、代理人、或匯票持有人，於匯票提示而承兌人拒絕承兌或於匯票到期而付款人拒絕支付，或在匯票到期前，付款人或承兌人停止支付，或宣告破產，或採取清算步驟時，不論匯票是否已經承兌人附有條件承兌或絕對承兌， 貴行均得將該匯票擔保品之全部或一部

份，按照 貴行或匯票持有人認為適當之方法將其變賣，並將所得價款，除去通常手續費及佣金外，以之支付該票款及其匯票，倘有餘額，得由 貴行或匯票持有人，用於清償立約人之其它票據〔不論其有無擔保〕，或對 貴行之貸款，或對 貴行負有結算責任之其他欠款。凡遇保險貨物發生滅失，立約人授權 貴行，得依照保險單取償，並扣除手續費用，與處分變賣其他貨物情形同，將其所餘淨額按照上開辦法加以處理。

In the event that the acceptor refuses to pay as according to the draft or the payer refuses to pay upon draft's maturity, or prior to maturity, payer and acceptor stops payment, is declared bankrupt, or is liquidated, regardless of whether the draft has been absolutely or conditionally accepted by the acceptor, Party authorizes Bank, any manager or agent of the Bank, or the holder of the draft to take the draft's collateral, in whole or in part, and sell off in any method deemed suitable by the Bank or the holder. Such proceeds, minus the handling charges and commission, shall be applied to the negotiable instruments and drafts. In the event there is balance remaining, Bank or holder may use to setoff against Party's other negotiable instruments (regardless of whether they are secured), or against the loan with the Bank, or any other debts owed to the Bank. In the event of loss of an insured good, Party authorizes Bank to receive compensation as according to the policy minus the handling charges, and take the net proceeds to distribute as the above sale of goods.

- 八、如貨物變賣所得價款淨額不足以償付匯票所載金額〔包括當時匯兌市價折合之匯差〕，茲授權 貴行或 貴行之任何經理、代理人或匯票持有人，對於不足之數額得向立約人發出匯票取償，但不影響該不足之數額向其他背書人求償之追索權。茲同意，凡 貴行，或匯票持有人所出之帳單，即為變賣貨物及已經受有損失之憑證，立約人於該項匯票經提示後，當即如數照付。

If the net sale price of the goods is insufficient to repay for the draft amount (including the rate difference of the exchange market), Party authorizes Bank, any manager or agent of the Bank, or the holder of the draft to seek compensation from Party by issuing a new draft against the insufficiencies caused by the Party. However, any action shall not affect the claim against the endorser of the old draft. Party agrees that after presentment whose amount shall be evidenced by any invoices issued by the Bank or holder of the draft for the sale of goods or evidence of loss, shall immediately be paid in full.

- 九、不論變賣貨物之情事是否發生，茲授權 貴行或 貴行之任何經理、代理人或匯票持有人，均得於匯票到期之前，接受付款人或承兌人之付款，並於票款付清後將提單及其他貨運單據等，交與付款人或承兌人，並得按照票據付款地之通常利率，計算折讓。

Regardless of whether there was a sale of goods, Bank, any manager or agent of the Bank, or the holder of the draft is authorized to accept payment from payer or acceptor prior to the draft's maturity. After the settlement of the draft, Bank is also authorized to give the acceptor or payer the B/L and other shipping documents and may calculate discount at the payment place's normal rate.

- 十、倘係承兌後交付貨運單據之匯票，立約人授權 貴行，將附隨該匯票作為擔保品之貨運單據，於承兌人承兌該匯票後，交與承兌人。在此情形之下，倘因該匯票到期而承兌人不予付款或僅部分付款，因此而發生之結果，均由立約人負其責任。立約人應將該匯票所欠之全部款項，或一部分款項，及因此而增加之匯票及手續費，如數償還 貴行。並擔保 貴行不因此而受任何損害，或 貴行或匯票持有人就擔保品之賣得價金有優先受償權。

For the shipping documents that accompanied the acceptance of the draft, Party authorizes Bank to hand to acceptor the shipping documents that was the draft's collateral after the acceptor accepts the draft. Party shall take responsible if the acceptor does not pay or only makes partial payment of a matured draft. Party shall pay the unpaid amount of the draft to Bank as well as the additional draft or handling charges. Party shall also agree that Bank or the holder of the draft has priority claim to the sale proceeds of the collateral and that Bank shall not suffer any damages resulting therefrom.

- 十一、倘匯票付款人拒絕承兌或付款，或匯票到期前擔保品業已運抵目的港口，立約人授權 貴行或 貴行之通匯行辦理該匯票擔保品之卸貨、報關、存倉、保險等， 貴行或 貴行之通匯行得為維護該擔保品必要之任何措施。辦理前項措施所發生之有關費用以及卸貨、報關、存倉及保險各從業人員過失、戰爭、天災或其他不可抗力因素所引起之任何損害應歸立約人負擔。

In the event that the payer of the draft refuses to accept or pay, or prior to the maturity of the draft, the collateral had already arrived at the port, Party authorizes Bank or Bank's correspondent bank to process the unloading, customs clearance, storage and insurance of the draft's collateral. Bank or Bank's correspondent bank will take necessary measures to preserve the collateral. Party will be liable for damages due to the negligence of any of the third party's employees which handled the unloading, customs clearance, storage and insurance, or war, natural disasters or force majeure.

- 十二、茲同意 貴行，倘押匯票因外來干預致不獲付款人承兌，不獲付款人或承兌人付款，或因當地法律規 章或其他任何理由致使匯票無法付款，押匯款無從匯付 貴行時，不論該項匯票及／或附屬單據是否退還，一經 貴行通知，立約人願意立即償付匯票金額、利息及附隨之一切費用， 貴行如須增加擔保品，立約人亦願意提供絕無任何異議。

In the event that Bank does not obtain the negotiation payment due to external interruption causing the non-acceptance of the payer, non-payment of the payer or acceptor, or local laws or other reasons, Party agrees upon Bank's notice to immediately repay the amount of the draft, interests and the accompanying expenses regardless of whether the draft or the accompanying documents were returned. If the Bank requests for additional collateral, Party shall so provide without objections.

十三、押匯匯票經 貴行押匯後，倘因匯票或附屬單據與信用狀所規定條件不符或其他任何理由而遭 貴行之貼現銀行或遭匯款行拒絕處理，或受開狀銀行拒付，或貨物再交付或其他場合被發覺貨物之品質、數量等有差異等情事時或其他任何理由致遭對方拒收，立約人願意負全責，一經 貴行通知，隨時償付 貴行匯票金額，利息與其他一切附隨費用，立約人仍授權 貴行，倘 貴行或 貴行之通匯銀行認為必要時，不必通知立約人， 貴行可向信用狀開狀銀行，或承兌銀行提出保證書，對此項保證，立約人願意負一切責任。

After the documentary bill has been negotiated, if the draft or the accompanying documents contain terms different to the L/C, or is rejected for processing by Bank's discounting bank or remitting bank for any reason, rejected for payment by the issuing bank, or the goods are rejected because of discrepant quality or quantity during transshipment or other occasions, Party agrees to be wholly liable and upon notice by the Bank, to repay Bank's draft amount, interest and all accompanying expenses. Party still authorizes Bank to provide the letter of guaranty to the L/C issuing bank or accepting bank if the Bank or Bank's correspondent bank deems it necessary. Party will remain wholly liable for such guaranty.

十四、立約人授權 貴行或 貴行之通匯行，以 貴行或 貴行之通匯行認為適合之任何方法寄送押匯匯票及/或附屬單據。

Party authorizes Bank or correspondent bank to deliver the documentary bill and/or the accompanying documents in any method deemed suitable by the Bank or correspondent bank.

十五、倘押匯匯票與及/或附屬單據在寄送中毀損或遺失，或視為已毀損或遺失，或因誤送等意外情事，致令遲延寄達付款地時得不必經任何法律程序，一經 貴行通知，立約人願意根據 貴行帳簿之記錄，作成新押匯匯票連同新附屬單據提供與 貴行，或依照 貴行之指示，立即償付 貴行匯票金額，以及附隨之一切費用。

In the event that the documentary bill and/or the accompanying documents were destroyed, lost, or deemed as destroyed or lost, or delivered erroneously during transportation thereby resulting in delayed arrival at place of payment and not subject to any legal proceedings, upon Bank's notice, Party will execute new documentary bill and the accompanying documents in accordance with Bank's records, or upon Bank's instruction, immediately repay Bank the negotiation amount and all the accompanying expenses.

十六、在匯票或其他任何單據上所簽蓋之立約人簽章或其他文字， 貴行如認為與立約人曾經使用之匯票或其他單據相符時，即使其係遭偽造、變造或被盜用，立約人仍願意負責，並償付 貴行因此而蒙受之損害。

In the event that the Party's seal, signature, or other markings on the draft or documents is the same as previously executed drafts or documents by the Party, even that there was forgery, alteration, or theft, Party still agrees to be liable to Bank for the damages resulting from such forgery, alteration or theft.

十七、倘因匯票付款人、信用狀開狀銀行、信用狀承兌行或信用狀保兌銀行發生無力償付債務、受破產宣告、查封、假扣押、假處分、拍賣等情事時，或因自請宣告破產或和解時，一經 貴行通知，立約人願意償付 貴行匯票金額，利息以及附隨之一切費用。

In the event that the payer of the draft, the L/C issuing bank, the L/C accepting bank, or the L/C guaranty bank does not have the ability to settle the obligations, or is declared bankrupt, subject to legal attachment, provisionally seizure or disposal, or auctioned, or files for bankruptcy or voluntary settlement, upon Bank's notice, Party will repay Bank all the amount of the draft, interest, and the relevant expenses.

十八、立約人同意 貴行得就立約人所有財產包括但不限於存於 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 貴行移作共同擔保品以清償任何現在（含過去所負現在尚未清償）及將來之任何未清償債務。

Party agrees that to settle current (include the past debt not be fully settled) and future or not yet due obligations, Bank may use as collateral all of Party's properties within the Bank's control, including but not limited to deposits and guaranty with the Bank or its branches.

十九、有關匯票單據及/或擔保品之訴訟，以立約人申請押匯之 貴行營業所所在地地方法院為第一審管轄法院。

The district court of Bank's place of business where Party applied for negotiation shall have jurisdiction over all litigations regarding drafts or collateral.

二十、因附屬單據有瑕疵而導致 貴行發生損害時，無論任何理由，立約人願意償付 貴行因此而蒙受之損害。

Party agrees to indemnify Bank for all losses due to discrepancies in the documents.

二十一、倘因立約人簽發、背書、承兌或保證之票據或借據所應具備之要項欠缺，以致債權不成立，

或因時效、手續欠缺而導致債權消滅時，立約人仍願意依 貴行之指示，以現金或自擔保品，或兩者中扣除，以清償票據或借據所載金額，連同債務期滿前後所孳生之利息，以及附隨之一切費用。

In the event that the claims are not substantiated because of Party's defective legal formalities in the drawing, endorsement, acceptance, or guaranty of the negotiable instrument or deed of loan, or the claims perished due to statute of limitations or deficiency of legal formation, Party still agrees, as per Bank's instructions, to use cash, collateral, or both to settle the negotiable instruments and the interests and expenses incurred before and after maturity.

二十二、立約人同意，一經 貴行請求，即應更換、分割或合併，經立約人簽署並交由 貴行收執作為擔保品之票據。

Party agrees that upon Bank's request, Party must immediately substitute, split, or merge the negotiable instrument held by the Bank as collateral and deliver the negotiate instruments after such substitution, split or merger.

二十三、立約人對 貴行之債務，如遲延履行時，立約人同意支付遲延利息及違約金。立約人茲復同意，如逾期在六個月以內， 貴行照原貸款利率加收百分之十之違約金，如逾期超過六個月，照原貸款利率加收百分之廿之違約金。

In the event that Party defaults on its obligations to the Bank, Party agrees to pay for deferred interest and default penalty. Party also agrees that if the default is six (6) months or less, Bank may charge default penalty according to the original loan interest rate plus 10%; if the default is over six (6) months, Bank may charge default penalty according to the original loan interest rate plus 20%.

二十四、除另有約定外，持有立約人簽發或背書、承兌或保證之票據之執票人得免除作成拒絕付款或拒絕承兌證書而行使追索權，在免除作成拒絕證書下，倘若 貴行或 貴行通匯行認為需要而作成拒絕證書，立約人亦無任何異議。於任何地作成拒絕付款或拒絕承兌證書時，對於立約人均為合法有效且無需任何證明。

Unless otherwise agreed to, the holder of an instrument that is drawn, endorsed, accepted, or guaranteed by the Party may be exempt from providing the refusal payment or refusal acceptance, and to exercise the right of recourse. However, if the Bank or Bank's correspondent bank believes it necessary to have a protest certificate, Party shall not object thereto. Furthermore, the protest certificate may be issued at any location and shall all be legally effective on the Party without additional evidence.

二十五、立約人願遵守國際商會所刊佈之現行「信用狀統一慣例」和「託收統一規則」，並視其為本約定書之一部分。

Party agrees to abide by the prevailing Uniform Customs and Practice for Documentary Credits and Uniform Rules for Collection promulgated by International Chamber of Commerce and to view such rules as part of this Agreement.

二十六、茲爰經協議雙方同意，凡 貴行所有對於票據上，因退票而發生之一切權利，不因將擔保品之交付與 貴行而受任何影響，亦不因 貴行行使票據權利而影響 貴行對立約人所欠款項範圍以內，在擔保品上享有之物權。此外關於立約人名稱、行號或公司，因股東、合夥人之死亡、退夥、或加入新合夥人，或隨時發生之其他人事變動，凡立約人在本約定書所授權限及其設定，仍繼續有效。茲又經雙方同意，凡因 貴行所僱用之居間人或拍賣行之違約行為而發生之結果，貴行對於立約人並不負任何責任。

The parties mutually agree that Bank's rights over the negotiable instruments due to its return shall not be affected by the collateral, and the Bank's rights over the collateral shall not be affected by the exercise of the Bank's rights over the negotiable instruments within the Party's debts. If changes are made to the Party's name, corporate name, or the changes are due to stockholder or partner's death, withdrawal, or addition of a new partner, or other personnel changes, the Party's authorizations within this Agreement will continue to remain in effect. The parties also mutually agree that if the broker or auctioneer retained by the Bank acts in breach of this Agreement, Bank shall not be liable to the Party for such breach.

二十七、擔保物提供人所提供之擔保品，遭強制執行聲請時或有與 貴行簽訂之銀行往來總約定書第六條所列各款情形之一者，立約人願將 貴行墊款金額全數交付予 貴行，用以備付立約人對 貴行所負之債務。

In the event that the collateral provided by the provider of collateral is compulsorily enforced against or falls under Article 6 of the "EnTie Commercial Bank General Agreement for Banking Transactions", Party agrees that the entire sum of the collateral may be used to indemnify Bank for the Party's obligations.

二十八、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辦理之。This Application is ancillary to the "EnTie Commercial Bank General Agreement for Banking Transaction" and the special terms and conditions are superior to those contained in the "EnTie Commercial Bank General Agreement for Banking Transaction". All disputes not covered by the Agreement shall be governed in accordance with the laws of the Republic of China and the uniform rules of the International Chamber of Commerce.