

安泰商業銀行

買入光票 光票託收申請書

銀行編號：_____

Application for Negotiation of Clean Bill Collection of Clean Bill

日期：_____

TO：安泰商業銀行 台照

To: En Tie Commercial Bank

一、申請人_____ (公司統一編號/身分證號碼_____) 茲檢附外幣票據_____張(合計金額_____)，即請 貴行惠予買入/託收，所應繳納之手續費、郵電費或利息概由票款中扣除。
本項交易性質_____ 交易國別_____ 。

The Applicant _____ (Company Business No./ID No. _____) hereby attaches hereto _____ of the foreign currency bill _____ (total amount: _____) and applies to the Bank for Negotiating/Collecting the clean bills. All processing fees, post /telegram fees or interests shall be deducted from the amount of the bill after negotiation / collection.

The nature of this transaction : _____ The country of this transaction : _____ .

二、票據內容及明細如下：

The details of the bill(s) are as follows:

票據號碼 Bill No.	發票人 Issuer	付款銀行 Payer Bank	發票日 Issuance Date	票據金額 Bill Amount

三、光票託收申請人茲同意依照背面所列外幣票據約定書各條款之約定，將上述票據委由 貴行託收。
The Applicant of the collection of the clean bill agrees to request the Bank to collect the bills listed above in accordance with the clauses set forth on the back of the foreign currency denominated bill.

四、買入光票申請人茲同意依照背面所列外幣票據約定書及另立之申請買入光票約定書所列各項條款之約定，委請 貴行買入上述票據。
The Applicant of the negotiation of the clean bill agrees to request the Bank to negotiate the clean bill listed above in accordance with the clauses set forth on the back of the foreign currency bill and the clauses in the agreement for the purchase of the clean bill.

五、申請人同意如因票據正由 貴行審核處理中，致不能及時完成票款結付手續，而使申請人蒙受匯率變動損失時，概由申請人自行負擔，與 貴行無涉。
The Applicant agrees if the payment procedures of the clean bill can not be completed on time because the clean bill is reviewed and processed by the Bank, the Applicant shall bear the loss resulted from fluctuation of the foreign currency exchange rate and the Bank has no responsibility for such damages.

六、申請人保證本筆票據如發生退票、拒付、或因付款銀行倒閉等情事，致使 貴行未獲付款時，不論為該票據金額之全數或一部，申請人於接獲 貴行通知後，願立即如數以原幣，並按 貴行所訂之外幣授信利率加計利息償還，並願負擔一切有關之費用，倘遲延入帳時，亦同。
The Applicant warrants if the Bank does not receive the payment of the clean bill, in full or in part because the clean bill is dishonored or the payer bank is bankrupted, the Applicant, upon receipt of the Bank's notice, shall immediate repay the amount in denominated foreign currency together with the interest calculated in accordance with the Bank's interest rate for extending the loans in the foreign currency, and the Applicant shall bears all relevant fees. If there is delay in payment, the preceding sentence also applies.

七、本筆票款處理方式如下：(於內擇一註記)

The payment of the clean bill shall be handled as follows: (check one of the box)

全部結售 貴行並按結售當時 貴行牌告之一般即期買入匯率折算為新台幣，撥入申請人設於 貴行之新台幣_____存款第_____號帳戶。

Settlement and Sale of All Clean Bills The Bank shall convert the settlement and sell amount into New Taiwan Dollars in accordance with the currency exchange rate for purchasing at the time of settlement and sale

announced by the Bank and wire the such amount into the Applicant's New Taiwan Dollar deposit Account _____ with the Bank.

全部撥入申請人設於 貴行之外匯活期存款第 _____ 號帳戶。

Wire All Settlement and Sale Amount into the Applicant's foreign currency deposit Account: _____ with the Bank.

八、申請人所申請 貴行買入/託收之外幣票據，其中票據號碼 _____ 金額 _____，其抬頭人之名稱 _____ 與申請人之名稱略有不符，茲特聲明該票據確為申請人經由合法方式所取得，倘有任何糾葛，概由申請人自行負責，與 貴行無涉。

The Bill No. _____ Amount _____, the Name of the Payee _____ among the clean bills which the applicant requests the Bank to negotiate or collect is NOT the consistent with the name of the applicant. The Applicant represents that the bill was legally obtained by the Applicant and if there is any dispute, the applicant will bear the all responsibilities. The Bank has no responsibility which respect thereto.

九、託收申請人暨連帶保證人特此聲明，已於充裕時間內審閱申請書背面所列各項約定條款，且經充分瞭解及確認，並願意遵守。

The Applicant and the joint-and-several guarantors hereby expressly represent that the clauses set forth on the back of the application form have been reviewed with sufficient time and have fully understood and acknowledged and the Applicant will comply with such clauses.

申請人簽章：

Applicant's Signature:

地 址：

Address:

電 話：

Telephone:

連帶保證人簽章：

The Joint and Several Guarantor's Signature:

(託收案件適用，買入案件免填)

(For Collection only)

地 址：

Address:

下框內各欄由本行填寫：

The Bank Use Only:

一、買入光票： Negotiation of Clean Bill:				
1. 本案 <input type="checkbox"/> 已徵取， <input type="checkbox"/> 未徵取「申請買入光票約定書」 The Bank <input type="checkbox"/> has received <input type="checkbox"/> has not received the Application Form of the Negotiation of the Clean Bill.				
2. 辦理買入時，其額度及動用情形如下： When negotiating the clean bill, the details of the approved amounts and the drawdown status are as follows:				
核准號碼 Approval Number	核准權限 Approved Authority	核准額度 Approved Amount		
未入帳餘額 Outstanding Balance	本筆金額 Payment Amount	累計未入帳餘額 Aggregated Outstanding Balance		
US\$	US\$	US\$		
二、郵電費：幣別 _____ 元 <input type="checkbox"/> 內扣 <input type="checkbox"/> 外收 共計幣別 _____ 元 Post/Telegram Fee _____ Total fee: _____ in foreign currency of _____				
手續費：幣別 _____ 元 <input type="checkbox"/> 外收 <input type="checkbox"/> 內收 Process Fee _____ <input type="checkbox"/> Deduct <input type="checkbox"/> Receive				
外匯指定單位		營業單位		
主 管	經 辦	經 理	副 襄 理	經 辦

外幣票據約定書

立約定書人及申請人(以下簡稱立約人)為便於現在及將來申請 貴行買入或代收外幣票據特立本約定書，並願遵守本約定書所載各條款。

The party (the "Party") applies to the Bank for negotiating the foreign currency denominated bill and agree to abide by the following provisions:

- 一、立約人茲保證所委請 貴行買入或代收之外幣票據，絕無偽造，變造或其他瑕疵，若事後證明確有上述瑕疵，而致 貴行蒙受損失時，立約人願負全部賠償責任。

The Party warrants that the foreign currency denominated bill shall not be forged, altered or with any other defect(s). If there were any defect(s) as mentioned above, the Party shall take full responsibility to indemnify the Bank for all damage suffered from such defect(s).

- 二、立約人委請 貴行買入之外幣票據，經 貴行遞送後，如非因 貴行之過失致遺失時，立約人願即時辦理掛失止付手續並另提供同一金額之外幣票據交付 貴行，或償還向 貴行所領票款，絕不使 貴行因此蒙受損失。

In the event of the loss of the foreign currency denominated bill after the delivery of the bill by the Bank, the Party shall immediately process the report of loss and stop of payment and provide a replacement foreign currency denominated bill in an amount equal to the amount of the lost bill to the Bank or repay the Bank the full amount received from the Bank. The party shall hold harmless and indemnify the Bank from and against any loss thereof.

- 三、立約人委請 貴行代收之外幣票據，經 貴行遞送後，如非因 貴行之過失致遺失或遲延所引起之後果，概與 貴行無關，立約人願自負其責。

The Party applies to the Bank for **collecting** of foreign currency denominated bill(s). In the event of the loss or delay of the bill after delivery by the Bank, and such defects is not caused by the Bank, the Party agrees to take responsibility for such defect and irrelevant to the Bank.

- 四、立約人申請 貴行買入或委託 貴行代收之外幣票據，於領取票款以後，倘發生退票(包括票款收妥進帳前及票款進帳後之退票)、短收或其他糾葛時，不問其理由如何，且不論退票之原件票據是否寄還 貴行，一經 貴行通知，立約人願立即償還上項票款本金、利息及各項費用，貴行並得免憑立約人之存摺及取款條或支票，利用自動化設備或由 貴行任一有權簽章人員簽發轉帳支出傳票，逕自立約人開設於 貴行之存款帳戶中自動轉帳取償，其處理方式悉依 貴行有關之規定辦理。

The Party applies to the Bank for **collecting** of foreign currency denominated bill(s). If the foreign currency denominated bill is dishonored (including before or after the depositing of bill into the account), partially honored or involves in other disputes, regardless of the reasons, whether the dishonored original bill is returned to the Bank or not, the Party, upon receipt of the Bank's notice, shall repay the principal, interest and the relevant fees to the Bank. The Party authorizes the Bank, without the Party's passbook, withdraw slip or check, to withdraw the funds from the Party's account with the Bank by ATM or by using the Bank's authorized officer's signature or seal to discharge all of the Party's obligations. The handling procedure shall be governed by the relevant rules of the Bank.

前述利息之計息期間，自 貴行撥款日起算至立約人清償票款日為止(扣除原已收取利息之天數)，利率則依 貴行撥款日所訂外幣授信利率為準。

The period of the above interest calculation is from the date of drawdown to the date of the bill fully-settled (the number of days of interest received is to be deducted.) The interest rate is based on the Bank's loan rate in foreign currency on the drawdown date.

- 五、立約人委請 貴行買入或委託 貴行代收之外幣票據，因故不能兌現遭退票時，除以書面委託經 貴行同意者外，貴行無代辦作成拒絕證書及採取其他法定保全票據權利之任何手續的義務。

The Party applies to the Bank for **collecting** of foreign currency denominated bill(s). If the foreign currency denominated bill is dishonored, the Bank is not obligated to make the protest certificate or to take the legal action or process for securing the right on the bill in the Party's stead, unless obtaining a written consent from the Bank by Party's submission of a written request to the Bank.

- 六、貴行得自由選定 貴行之任何通匯銀行為代收銀行，縱然立約人自己指定代收銀行， 貴行亦得自由變更，絕無異議。

The Bank is authorized to appoint any correspondence bank as the collecting bank. Even if the Party designates its collecting bank, the Bank has the right to change it.

- 七、立約人委請 貴行買入或委託代收之外幣票據， 貴行為防止遺失，保全債權或依照銀行慣例得在票據上或其背面，作任何文字或符號之記載，此項票據遇退票時， 貴行無回復原狀之義務，得逕將載有該文字或符號之票據，退還立約人，立約人絕無異議。

The Party applies to the Bank for **collecting** of foreign currency denominated bill(s). The Bank may write or make

symbol on the bill or its backside for avoiding of the loss, securing the right or conformity to the Bank's custom. If the foreign currency bill is dishonored, the Bank is not liable to restore the bill into its original form and may return the bill marked with such writing or symbol to the Party; the Party is absolutely no objection.

八、立約人委請 貴行買入或委託代收之外幣票據，其應繳納之手續費及郵電費，概由立約人負擔，如票款之收妥與否， 貴行認為須以電信詢問時，亦然。

The Party applies to the Bank for **collecting** of foreign currency denominated bill(s). The Party shall bear the process fees and post/telegram fees with respect of the foreign currency bill. If the Bank verifies the receipt of the foreign currency bill by the post/telegram, the preceding sentence also applies.

九、立約人委請 貴行買入或委託代收之外幣票據，付款人如要求延期付款時， 貴行及代收行無須徵得委託人同意得逕予承諾，但因此發生之事故及損害， 貴行及代收行概不負責， 貴行如因此發生損失，立約人願負賠償責任。

The Party applies to the Bank for collecting of foreign currency denominated bill(s). If the payer requests, the Bank and the collecting bank may agree the delay payment and also have no responsibility on such incident or damage resulting thereof. The Party shall indemnify the Bank for the loss resulted from such events.

十、立約人願意遵守國際商會所訂最新版本之「託收統一規則」(Uniform Rules for the Collections)各條款。The Party agrees to follow the latest rules set forth in Uniform Rules for Collection promulgated by International Chamber of Commerce.

十一、立約人除遵守本約定書所訂條款外，並願遵守 貴行及銀行公會所訂現在或將來之一切規章。

In addition to abide by the provisions in this Agreement, the Party agrees to follow the rules prescribed by the Bank and/or the Bankers Association in the future.

十二、本約定書以 貴行總行所在地為履行地，關於本約定書如有涉訟時，概以 貴行總行所在地之法院為管轄法院。

The place of performance of this Agreement is located at the business place of the Bank's head office. The Party agrees that any legal dispute(s) in connection with or arising from this Agreement shall be filed to the Taipei District Court where the Bank's head office located.

十三、保證人願連帶保證立約人切實履行本約定書所訂定各條款，如有不履行或 貴行認為有不履行之虞時，貴行得逕向保證人求償，絕無異議並聲明拋棄先訴抗辯權。

The joint and several guarantors agree to warrant the Party to perform the rules prescribed in this Agreement. If the Party does not perform or the Bank may consider the Party not to perform, The Bank shall directly claim the debt from the guarantors. The joint and several guarantors have no objection and to waive the power of contradict.