



For Bank Use Only 僅供銀行填寫

Claim Due Date 申請截止日: _____

Bill No. 銀行編號: _____

To: HSBC Bank (Taiwan) Limited 致: 滙豐(台灣)商業銀行

EXPORT TRADE COLLECTION/NEGOTIATION INSTRUCTIONS

出口託收 / 押匯指示書

We hand you draft and/or documents for disposal in accordance with the following instructions and subject to the terms and conditions and any security and/or trade finance agreement held by yourselves. 本公司提供匯票及/或文件向貴行提出下列申請，並同意遵守後附之條款及條件、開戶總約定書及任何與貴行間簽署之擔保及/或貿易融資契約(包括但不限於綜合貸款、進出口融資、透支款項與擔保約定書及額度信)之規定。

- NEGOTIATION UNDER DOCUMENTARY CREDIT 信用狀押匯
OAT BILL
DISCOUNT 貼現
YES - upon acceptance from buyer, please discount. 是-於買方承兌時貼現
NO - credit our a/c upon receipt of funds 否-於收受資金時存入本公司帳戶
DP/DA PURCHASE UNDER FACILITY LIMIT 出口託收額度融資
COLLECTION 出口託收(DP/DA及信用狀下的託收)

Beneficiary/Exporter (Full Name and Address) 客戶住址與名稱: _____

Export Account No. (Please Specify) 出口帳號(請務必填寫): _____
Contact Person 聯絡人: _____
Tel No. 電話號碼: _____ Fax No. 傳真號碼: _____

Applicant/Importer (Full Name and Address/Tlx/Tel/Fax) 申請人/進口商(全名及地址/電傳/電話/傳真)
進口商名稱: _____
地址: _____
電傳/電話/傳真號碼: _____
Description of Goods 貨品名稱: _____

Issuing Date 開狀日: _____
INV NO. 發票號碼: _____
Bill Currency and Amount 文件幣別與金額: _____
DC Number 信用狀號碼: _____ (請務必勾選由本行通知或由他行通知)
Which was advised to us by you 由本行通知
Which was advised to us by another bank 經他行通知
DC Issuing Bank 開狀行名稱: _____

Tenor:
At Sight DC 即期信用狀
Usance DC 遠期信用狀
Days After Sight 見票後__日
Days From B/L Date 提單簽發日起__日
Days After B/L Date 提單簽發日後__日
Other Instructions 特別指示: _____

Documents 文件份數:

Table with 10 columns: Draft 匯票, Invoice 發票, Customs Invoice 報關單, Insurance Policy/Cert 保險單/保險證明, Packing List 裝箱單, Weight Note 重量記錄單, Cert of Origin 原產地證明書, Inspection Certificate 檢驗證書, Air Way Bill 空運提單, Non-negotiable Bill of Lading 不可轉讓提單, Benef Cert 受益憑證, GSP Form A 原產地證明書格式A, Forwarder's Cargo Receipt 貨運承攬商收據, Bill of Lading 提單

Proceeds Disposal 押匯款請如下處理:(請務必填寫)

- 請存入本公司存款帳號 Please Credit to our A/C No. _____
自本公司開立於貴行之存款戶帳號支付銀行費用 Debit charges (if any) from our A/C No. _____
Others _____

Authorized Signature or Company Stamp 有權人簽字或公司大小章



Insurance 保險

- Insurance will be covered by Applicant/Drawee/Ultimate buyer 保險將由申請人/付款人/最終買受人承擔。
Please arrange the marine insurance with extended cover 'Seller's Interest Clause' to protect our title of goods during transit to destination under FOB or CFR term. 請安排附有延長投保之「賣方利益條款」的海上保險，以保障本公司依 FOB 或 CFR 運送至目的地期間對貨品的所有權。

DA/DP 指示 付款交單/承兌交單指示

INSTRUCTIONS For Bills not under Credit please follow as marked X 對非信用狀下之單據，請依下列標註 X 之指示辦理

- A - Release Documents against PAYMENT 付款交單
B - Release Documents against ACCEPTANCE 承兌交單
C - ACCEPTANCE/PAYMENT may await arrival of carrying vessel 待運輸船舶到達後始付款/承兌
D - CABLE ADVICE OF Non-payment and/or Non-acceptance 電告拒絕付款/拒絕承兌
E - PROTEST for Non-acceptance and/or Non-payment 作成拒絕付款/拒絕承兌證書
F - DO NOT PROTEST 免作成拒絕證書

NOTE: If no instructions are given regarding protest, you will assume that protest is NOT required. 註: 如未有拒絕證書之指示，貴行得推定不需要拒絕證書。

- G - In case of need refer to: _____ Who will assist you obtain acceptance/payment but who has no authority to amend the terms of the bill. 如有需求，_____將協助貴行辦理承兌/付款，但其無權修改單據之條款。
H - From proceeds deduct _____ to be paid to above agent 由實收款項扣除_____支付予上述代理人。
I - COLLET drawer's banking charges from the DRAWEES 向付款人收取發票人之銀行費用。
J - DEDUCT drawee's banking charges from the PROCEEDS 自實收款項扣除付款人之銀行費用。
K - Collect interest @ _____ % p.a. from drawees from date of _____ until date of _____ 自_____ (日期)起至_____ (日期)止，向付款人收取年利率_____ %之利息。
L - WAIVE Interest and/or collection charges if refused 如經拒絕時，免收利息及/或託收債務之費用。
M - DO NOT WAIVE Interest and/or collection charges if refused 如經拒絕時，不拋棄利息及/或託收債務之費用。
N - Other Instructions 其他指示: _____

Collecting Bank's name & address 國外買主往來銀行名稱及地址 _____
(If no Collecting Bank is filled in, HSBC Group will be chosen.) (如無填寫，將選擇滙豐集團成員為託收銀行)

Terms and Conditions 條款及條件

1. Unless the bill is drawn and/or documents are presented under an Irrevocable Credit issued or confirmed by you, we agree that (a) Notwithstanding my/our instruction not to protest the bill, you retain recourse on me/us in the event of dishonor. (b) Where authority has been given to release documents against payment in local currency, we hold ourselves responsible for the full amount of the bill being remitted, and we will refund to you any shortfall on demand if the full amount is not remitted to you within a period considered by you to be responsible. (c) You shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent, or sub-agent. (d) You shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection. (e) You shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.
除票據已經提領及/或文件已依 貴行所出或保兌之不可撤銷之信用狀提出者外，本公司同意：(a)縱有本公司免除作成拒絕證書之指示，如有拒絕之情事時，貴行仍保有追索權。(b)縱已有當地貨幣之付款交單授權時，本公司應對票據金額之全額負責，且當票據匯款金額之全額未於 貴行認定之合理期間內給付時，將依貴行的請求補償任何短少之金額。(c)貴行對任何通匯行、代理人或複代理人之行為、缺失、違約、停止營業、無清償能力或破產不負任何責任。(d)貴行對任何於傳送期間或託收過程中發生之匯款遲延或匯兌損失不負任何責任。(e)貴行對任何匯票或文件於傳送或任何通匯行或複代理人持有之過程中所發生之損失或遲延不負任何責任。
2. Collections are subject to the Uniform Rules for Collections (1995 Revision), International Chamber of Commerce Publication No. 522. 託收適用託收統一規則(1995年修訂版)，國際商會第 522 號出版物。
3. Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 and subsequent revisions 跟單信用狀下之付款適用跟單信用狀統一慣例(2007年修訂版)，國際商會第 600 號出版物及其後續修訂。
4. You have full authority (but no obligation) at your discretion to store and insure the goods at our risk and cost. 貴行得全權決定(但無義務)貨物之存放及投保事宜，惟貨物的存放及投保應由本公司自負風險並負擔費用。
5. For bill negotiation under Usance DC confirmed by you 經貴行保兌之遠期信用狀押匯：
We agree that upon the negotiation/finance of clean documents by you under a confirmed letter of credit, we will co-operate fully with you and render you all assistance it requires in the collection of any outstanding and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt. You shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay to it any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if you suffers any other loss or damage, due to any fraud, illegality, unauthorised act or the like in which we are involved. Whereas we fail to provide our instruction within two working days after receiving your Advice of Discrepancy, we hereby agree that you may forward documents to the Issuing Bank for approval/ payment/ deferred payment/ acceptance without any responsibility.
本公司同意，如 貴行就已保兌信用狀之無瑕單據進行押匯/融資時，本公司將完全配合貴行並提供貴行所有與託收及執行債務之協助，無論係按法律程序或其他規定，包括提供證據、證人及簽署其他保全債務之必要文件。如開狀行因任何禁制令或其他法院命令確認其無義務給付任何信用狀所載應付款項，或因本公司涉及任何詐欺、非法、未經授權之行為或類似情形而致 貴行受有任何損失或損害時，貴行保有向本公司追索之權利。如本公司於接獲 貴行瑕單據通知書後兩日內，未為相關指示時，本公司同意 貴行得逕自將信用狀及相關單據轉交開狀銀行，以利其進行核准/付款/延後付款/承兌，本行就前開行為不負任何責任。
6. If we fail to repay the loan facility to you when due, we undertake to pay (i) an interest (in addition to the agreed interest, if any) up to 2% per annum, at your sole discretion, and (ii) a penalty equal to NT\$300 or such other lower amount on a daily basis.
如本公司無法於到期日向 貴行償還貸款，本公司同意支付(i)除約定利息外由貴行全權決定之遲延利息，年利率最高為 2%，及(ii)每日新台幣 300 元或其他較低金額之違約金。
7. We agree that you may engage any third party including the offshore members of HSBC group to provide the services in this application or to process part or all of the transactions between you and us. We further agree that you may provide our and counterparties' information (including but not limited to basic information and transaction data) to such third party within the scope and for the purpose of such engagement, internal control/management and the prevention of financial crime. We shall advise and obtain counterparties' consent for your use of counterparties' information in accordance with this article.
本公司同意貴行得委任任何包括滙豐集團境外成員在內之第三人，提供本申請書之服務或處理雙方間一部或全部之交易。本公司進一步同意貴行得於委任、內部控制管理與防制金融犯罪之目的及範圍內，提供本公司及交易相對人的資料(包括基本資料及交易資料)予該第三人，本公司應告知並取得交易相對人之同意使 貴行得依本條規定使用交易相對人之資料。
8. Sanction. We make the following representations: (a) neither we nor any of our subsidiaries, directors, officers, employees, agents, or affiliates is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the subject of any sanctions issued, administered, or enforced by the US Department of Treasury's Office of Foreign Assets Control ("OFAC"), the US Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, Hong Kong Monetary Authority or the Ministry of Justice of the Republic of China (ROC) (collectively, "Sanctions"), or (ii) located, organised, or resident in a country or territory that is, or whose government is, the subject of Sanctions; and, (b) any required import or export licenses applicable to each negotiable instrument has been obtained and certifies its compliance in all material respects with foreign and domestic laws and regulations pertaining to each jurisdiction in which it operates and to each negotiable instrument we instruct you to issue and the subject matter of such negotiable instrument including, if applicable, the shipment and financing of the goods described in the negotiable instrument.
制裁。本公司聲明如下：(a)本公司及任何本公司的子公司、董事、職員、員工、代理人或關係企業，不論為自然人或法人(下稱「人」)，均非為下列人所持有或控制者：(i)受任何美國財政部海外資產控制辦公室(下稱「OFAC」、美國國務院、聯合國安全理事會、歐盟、英國財政部、香港金融管理局或中華民國法務部所發布、管理或執行制裁(合稱「制裁」)之對象，或(ii)位於、組織於或居住於受制裁之國家或地區或其政府受到制裁者；且(b)業已取得任何可轉讓票據所需之進出口執照，並聲明已遵守所有應適用之境外或境內、其營業所在地、任一信用狀開狀銀行及信用狀相關事項(包含與信用狀所載貨物之運送或提供融資有關等)應適用之法律及規定。
We acknowledge and agree that:(a) you, HSBC Holdings plc, its affiliates and subsidiaries (together "HSBC Group"), and HSBC Group's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;(b) you may take, and may instruct other members of the HSBC Group to take, to the extent you or such member is legally permitted to do so under the laws of the relevant jurisdiction, any action (a "Compliance Action") that you or any other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction; the making of further enquiries as to whether a person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer a negotiable instrument or to process any transaction or instruction that does not conform with Sanctions; and(c) neither you nor any member of HSBC Group will be liable for any loss, damage, delay, or a failure of the Bank to perform its duties under this agreement arising out of or relating to any Compliance Action taken by you, your service providers, or any HSBC Group member in its sole discretion. (d) We will indemnify you for all losses, costs, damages, claims, actions, suits, demands and liabilities (together, the "Losses") suffered or incurred by or brought against you arising out of or relating to any Compliance Action, unless such Losses are solely and directly caused by the gross negligence or willful misconduct of you.
本公司認知並同意：(a)貴行、滙豐控股有限公司、其關係企業及子公司(以下合稱「滙豐集團」)及滙豐集團之服務提供者，應遵守各管轄領域之法律及規定，包括但不限於制裁與防制洗錢、恐怖分子融資、賄賂、貪腐及逃稅等相關法令。(b) 貴行得採取且 貴行得指示任一滙豐集團成員採取任何依其獨立判斷認為適當且符合其所屬管轄領域法律之行動(以下簡稱「金融犯罪風險管理活動」)，以遵守與制裁相關之境外或境內法律及規定。金融犯罪風險管理活動包括但不限於：截取及調查任何付款、通訊或指示、詢問個人或機構是否受制裁機制約束、拒絕為其簽發、付款、更新、展延或轉讓信用狀或拒絕執行任何不符制裁機制的交易或指示。(c) 貴行或滙豐集團成員就因貴行、貴行之服務提供者、任何滙豐集團成員依其獨立判斷採取金融犯罪風險管理活動所致之任何損失、損害、遲延或未能履行本合約下之義務，不負任何責任。(d)本公司應賠償 貴行因金融犯罪風險管理活動所引起或與金融犯罪管理活動有關所致之任何損失、成本、損害、訴求、行動、訴訟、請求及責任(以下合稱「損失」)，惟因 貴行之故意或重大過失單獨且直接致生之損失不在此限

C35	2nd Checker 第二檢察人 Initial 原始
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Discrepancies Noted : /DE /LS /LP /DO /PS /IS 不一致之處：DE/LS/LP/DO/PS/IS

Airmail Claim by Blue /White Drafts, Letter
以藍色/白色匯票或信用狀運索賠

(本文件係以英文作成，中譯文僅供參考。如本中譯文與英文原文有任何歧異、疑義或缺漏，應以英文為準。)

Remarks/ Schedule Instructions: /RUSD/EDOR/NCLM/RBS/INDY/RENE/ABL/DPC/CNFD/UCNF/14D/RBM/TSFP/RTLX
備註/安排指示：/RUSD/EDOR/NCLM/RBS/INDY/RENE/ABL/DPC/CNFD/UCNF/14D/RBM/TSFP/RTLX

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