



**APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT 開發國內 / 國外信用狀申請書**

Applicant(Name & Address) 申請人(名稱及地址)	DC Number 信用狀號碼
Import Account Number 進口帳號(請務必填寫) _____ - _____ - _____ In case of query please telephone number 聯絡電話 _____ and ask for 聯絡人 _____ FAX/WL/PD/DI/TCI/C35/CRR _____	
Beneficiary(Name, Address and Phone/Fax no.) 受益人(名稱及其詳細地址, 電話或傳真號碼) Contact Person _____	
Date 申請日/開狀日 Month _____ Day _____ Year _____	From of DC <input type="checkbox"/> transferable 可轉讓 <input type="checkbox"/> not transferable 不可轉讓
Date and Place of Expiry of this Credit (which documents must be presented) 信用狀有效期限 Month _____ Day _____ Year _____ 及生效地點 _____	Credit to be established by 開發方式 <input type="checkbox"/> Full cable 詳細電報 <input type="checkbox"/> Airmail 郵寄 Allowance of Variation in Credit Amount 金額差異度 +/- _____ % Period for Presentation 提示期限 _____ days
Amount in Figures 金額(小寫數字)	Available with <input type="checkbox"/> any bank <input type="checkbox"/> advising bank <input type="checkbox"/> issuing bank
Partial Shipments 分批裝運 <input type="checkbox"/> allowed 許可 <input type="checkbox"/> not allowed 不許可 Transshipment 轉運 <input type="checkbox"/> allowed 許可 <input type="checkbox"/> not allowed 不許可	By <input type="checkbox"/> sight payment <input type="checkbox"/> deferred payment <input type="checkbox"/> acceptance <input type="checkbox"/> negotiation 信用狀動用方式係即期付款/延期付款/承兌/讓購
Place of taking in charge/Dispatch from/Place of receipt 發送地/接管地/收受地 _____ Port of loading/Airport of departure 裝載港/起運機場 _____ Port of discharge/Airport of destination 卸貨港/目的地機場 _____ Place of final destination/For transportation to/Place of delivery 最終目的地/卸貨地 _____ not later than 裝運期限 Month _____ Day _____ Year _____	Drafts 匯票期限  <input type="checkbox"/> Drafts required: <input type="checkbox"/> at sight <input type="checkbox"/> at _____ day' s sight  <input type="checkbox"/> at _____ day's after the date of shipment drawn on  HSBC Bank (Taiwan) Limited  for <input type="checkbox"/> full <input type="checkbox"/> net <input type="checkbox"/> _____ % invoice value of goods  <input type="checkbox"/> Not required
Goods(brief description without excessive detail) 進口貨物之名稱及數量(簡述之避免過分細節載入)	
Trade Term <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CFR <input type="checkbox"/> CPT <input type="checkbox"/> CIF <input type="checkbox"/> Other(please specify) _____	

<p>Documents Required 所需單據及其份數：</p> <p>(1) <input type="checkbox"/> Invoice(s) in _____ originals _____ copies. (2) <input type="checkbox"/> Packing List in _____ original _____ copies. (3) <input type="checkbox"/> Certificate of Origin in _____ original _____ copies.</p> <p>(4) <input type="checkbox"/> For shipment by sea <input type="checkbox"/> Full set <input type="checkbox"/> 2/3 set original clean "On Board" <input type="checkbox"/> bills of lading <input type="checkbox"/> Multimodal or combined transport document made out <input type="checkbox"/> To order, endorsed in blank or to the order of <input type="checkbox"/> Applicant <input type="checkbox"/> Shipper, marked freight <input type="checkbox"/> Prepaid <input type="checkbox"/> Collect and Notify <input type="checkbox"/> Applicant <input type="checkbox"/> _____</p> <p>_____ <input type="checkbox"/> For shipment by air,</p> <p>Original Air Waybill Marked "For the Consignor" signed by the carrier or his agent, evidencing dispatch to <input type="checkbox"/> Issuing bank <input type="checkbox"/> Applicant <input type="checkbox"/> _____</p> <p>_____, marked Freight</p> <p><input type="checkbox"/> Prepaid <input type="checkbox"/> Collect and Notify <input type="checkbox"/> Applicant <input type="checkbox"/> _____</p> <p><input type="checkbox"/> Cargo Receipt issued and signed by the authorized signatory of applicant (whose signature(s) must be in conformity with the record held in the issuing bank's file) Certifying that the goods have been received in good order and condition, mention date of receipt of goods, total value, quantity of goods received and this DC No.</p> <p>(5) <input type="checkbox"/> Marine/Air Insurance Policy or Certificate in negotiable form and blank endorsed for full CIF/CIP value plus 10% covering Institute Cargo Clauses (A)/(Air), Institute War Clauses (Cargo)/(Air Cargo) and Institute Strikes Clauses (Cargo)/(Air) evidencing claims payable at <input type="checkbox"/> destination <input type="checkbox"/> Taiwan in the currency of the credit.</p> <p>(6) <input type="checkbox"/> Beneficiary's Certificate certifying that <input type="checkbox"/> 1/3 original bill of lading and <input type="checkbox"/> one set of non-negotiable documents have been sent/faxed directly to the applicant.</p> <p>(7) <input type="checkbox"/> T/T reimbursement is allowed.</p> <p>(8) <input type="checkbox"/> Other(Please specify) _____</p> <p>(if CFR/CPT or FOB/FCA shipment, insurance to be covered by <input type="checkbox"/> applicant <input type="checkbox"/> Ultimate buyer.)</p>	
<p>CONFIRMATION INSTRUCTION 保兌指示</p> <p><input type="checkbox"/> required 需要 (charge are for account of <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant</p> <p><input type="checkbox"/> not required 無需</p>	<p>Charge 國外費用</p> <p>All banking charges outside the country of issuance of this credit are for account of <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant</p>
<p>開狀手續費 DC opening commission for A/C of <input type="checkbox"/> beneficiary <input type="checkbox"/> applicant (A/C no. _____ - _____ - _____)</p>	<p>DC expired and overdrawn commission calculated at 0.25% per quarter (minimum USD40.-) is for the account of <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant (For usance DC only)</p>
<p><input type="checkbox"/> Insurance 保險：</p> <p>We hereby authorize the Bank to instruct HSBC Insurance Limited to arrange the marine cargo insurance for us and to debit our account number _____ - _____ - _____ for the insurance premium once the policy is effected at the rate agreed. We also authorize staff of the Bank to endorse the marine cargo insurance policy on our behalf. We shall indemnify you against any claims, costs and losses, which may be incurred by you arising, directly and indirectly, from such endorsement.</p>	<p>承兌費 Acceptance commission for A/C of <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant</p> <p>貼現費 Discount interest for A/C of <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant</p>
	<p>寄單利息費用</p> <p>Transit Interest charges if any _____ days are payable by <input type="checkbox"/> beneficiary / <input type="checkbox"/> applicant</p>
<p>Additional Condition 其他指示：**如欄位不敷使用時，請自行使用附件，附件上並蓋上貴公司簽章**</p>	
<p><input type="checkbox"/> For immediate settlement, on receipt of documents as in order, please debit our account number _____ - _____ - _____</p> <p>如收到文件符合信用狀條款，請扣本公司帳號付款。</p> <p><input type="checkbox"/> Please settle by financing our exports documents as per Export Trade Collection/Negotiation Instructions presented under <input type="checkbox"/> DC <input type="checkbox"/> DP <input type="checkbox"/> DA _____ days.</p> <p>請融資出口文件付款：信用狀/付款交單/承兌交單。</p> <p><input type="checkbox"/> Please finance payment of drawings under this DC by debit to an Import Loan for _____ days.</p> <p>請承做進口貨款付款。</p> <p><input type="checkbox"/> Please fix exchange rate under forward exchange contract no. _____</p>	<p>We request you to issue your Irrevocable Documentary Credit for our account in accordance with the above instruction (marked with an X where appropriate) and subject to the conditions printed overleaf.</p> <p>貴行應公司所述之請求，並依背面所列條款開發不可撤銷信用狀。</p> <p style="text-align: right;">   </p> <p>( Stamp and ) Signature of applicant 申請人簽章</p>

## Conditions 約定條款

1. Except so far as otherwise expressly stated, this documentary credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 and any subsequent revisions.

除另有規定者外，本信用狀之開發係依國際商會第 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。

2. 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 CFR value plus at least 10 percent, failing which you may effect insurance at our expense but you are not obliged to do so.

若信用狀內容所需附單據，不包括保險單據者，本公司承諾願於開狀日後十五日內，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，倘本公司未履保險事宜， 貴行有權代為投保，費用由本公司負擔，但 貴行並無代為投險之義務。

3. If this credit is to be advised through an agency or correspondent bank in USA, you are authorized to accept at your sole discretion American Institute clauses insurance policies.

倘本信用狀之通知銀行為 貴行在美國之任何代理銀行或通匯銀行，本公司授權 貴行決定接受該美國式保單。

4. You are authorized to make any additions to the documents specified under this credit, which you may consider necessary to ensure compliance with government regulations but you are not obliged to do so.

本公司授權 貴行自行增列合乎政府規定之任何單據於信用狀條款中，但 貴行並無特定義務為之。

5. We certify that the import of the goods described above is not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license is required.

本公司特此聲明本信用狀下所採購之商品係准予進口之貨物且持有輸入許可證，並依 貴行所求隨時提示該證。

6. This documentary credit and the drawing(s) thereunder are to be subject to the terms of the General Loan, Export/Import Financing, Overdraft Facilities and Securities Agreement given to you by us.

本信用狀之開發及信用狀金額之動用，係依照簽署予 貴行之 General Loan, Export/Import Financing, Overdraft Facilities and Securities Agreement. 規定為之。

7. The words “we” “our” and “us” shall be read as “I” “my” or “me” if this application is signed by on behalf of an individual.

若申請人為個人或其代理人簽署，則“我們”和“我們的”字句改為“我”和“我的”。

8. Drafts may be drawn clausal “without recourse” if the drawers so require.

匯票得依受益人（出口商）之請求簽發為無追索權匯票。

9. You are authorized at your sole discretion and without obligation to do so whenever you consider it advisable, customary or appropriate to waive/delete the following from the instructions contained overleaf (whether completed by me/us or not), namely “drafts at sight/at xx days sight for full invoice value of goods drawn on HSBC Bank (Taiwan) Limited”

本公司授權 貴行得視情況或依慣例，自行決定刪除下列之指示：匯票以即期或逾期 xx 天為條件並向滙豐銀行提示。

10. In the absence of any instructions to the contrary specified in “Additional Conditions” overleaf, you are authorized to instruct any bank or branch concerned to dispatch any draft(s) and/or any documents by one or more mails or other method of conveyance at your sole discretion.

如果缺乏如後面其他指示之相反規定者 貴行得自行決定授予任何銀行將匯票及/或單據，以一次或多次或其他方式寄單。

11. We acknowledge that the right is reserved by you to refuse to grant the loan application at the time of the presentation of documents under this credit.

當單據提示付款時， 貴行保有得拒作進口融資貸款之權。

12. We are aware of the implications of Article 34 of UCP600 and acknowledge that where a bank claims to have paid/accepted(honoured)/negotiated under this Documentary Credit, its goods faith and the fact of payment/acceptance(honour)/negotiation thereof shall be presumed in the absence of evidence to the contrary.

本公司明白信用狀統一慣例第三十四條之含意，且承諾當任何押匯銀行提示合乎信用狀條款之單據請求付款時，對押匯銀行之善意及押匯之事實， 貴行不負認定義務或責任。

13. DCs advised through a member of HSBC Group will usually be restricted to be available with advising bank by negotiation .

只要是經由滙豐集團所通知的信用狀通常都將限制在其通知銀行辦理押匯。

14. In Consideration of the Bank permitting and/or authorizing the negotiating/confirming bank to make a claim under this Documentary Credit prior to receipt of documents by the Bank, we irrevocably indemnify the Bank for the full amount of the negotiating/confirming bank’s claim (plus interest from the date of the claim having been met until repayment at the rate specified by the bank) in the event that such a claim is subsequently rejected by us or is otherwise not a complying presentation and we authorize the Bank to debit our account accordingly without further authority from us.

在信用狀條款允許及/或授權押匯銀行/保兌銀行得於 貴行收到押匯文件前提出付款請求之情形下，若此款項遭本公司拒付或除非為不符合要求之提示，本公司承諾不可撤銷地償付 貴行押匯銀行/保兌銀行之請求全額(含自求償日起至付款日之利息，利率基準由押匯銀行/保兌銀行提供)，並授權 貴行得不須獲得本公司授權逕行自本公司帳戶中扣除該款項。

15. If we fail to repay the loan facility to you when due, we undertake to pay (i) an interest (in addition to the agree interest, if any) up to 2% per annum, at the sole discretion of the Bank, and (ii) a penalty equal to NT\$300 or such other lower amount on a daily basis.

若本公司逾期償還 貴行貸款，本公司同意 貴行得在原定利息之外（僅適用予以有約定利息之情形），自行決定加收最高達年利率 2% 之逾期利率， 貴行並得按日向本公司收取相當於獲利低於新台幣三百元整之違約金。

16. 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 the 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之資料(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

17. Sanction 制裁

We make the following representations:本公司茲向 貴行為下述聲明、擔保及承諾事項：

- (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 the 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 , the 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,

本公司、本公司之子公司、董事、經理人、受僱人、代理人或關係企業等個人或團體(下稱「關係人」)，(i) 均非屬美國財政部海外資產控制辦公室(OFAC)、美國國務院(Department of State)、聯合國安全理事會、歐盟、英國、香港金融管理局或中華民國法務部所發布、監管或執行之經濟制裁的對象或主體（下稱「受經濟制裁之人」），或為受經濟制裁之人擁有或控制之人士或團體，(ii)亦未座落、組織設立或居住於受經濟制裁，或其政府受經濟制裁之國家或領域。

- (b) any required import or export licenses applicable to each Letter of Credit have 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 Letter of Credit we instruct you to issue and the subject matter of such Letter of Credit including, if applicable, the shipment and financing of the goods described in the Letter of Credit.

已取得任一信用狀所需的進口/出口相關許可及核准，並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: 本公司認知並同意如下:

- (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;

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) 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 Letter of Credit or to process any transaction or instruction that does not conform with Sanctions; and

貴行得採取且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拘束、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) 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.

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) 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 wilful misconduct of you.

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。

18. The Conditions are made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the English version shall prevail.

本約定條款以中文及英文作成，如中、英版有歧異，以英文版為準。

**19. We agree you to provide the beneficiary's information (name, address and business phone number ) stated in this application to your offshore within HSBC Group in order for you and/or HSBC Group to provide with and our suppliers an value-added supply chain solution.**

本公司同意貴行得將本申請書所載之受益人資訊(名稱、地址及電話)提供予本行在其他地區運作之滙豐銀行集團成員，以提供本公司及本公司之供應商整合性及加值性的貿易供應鏈解決方案。