

INSTRUCTIONS FOR PARTIAL TRANSFER OF CREDIT (with documents substitution of invoices) 信用狀部份轉讓申請書(換單)

Credit Number 原始信用狀號碼: _____ Original Credit Amount 原始信用狀金額: _____
Issued By 開狀行: _____
For account of 原始信用狀申請人: _____

Please tick where applicable. 請勾選及填寫適當的方格Advise the transferee by mail or full cable at our expense (A/C no. _____) or 2nd Beneficiary's A/C.請用 郵寄或 長電方式通知第二受益人，費用由本公司負擔，並自本公司帳號 No. _____ 扣除或 由第二受益人支付。

1. a. Please transfer the abovementioned credit to _____ on the same terms and conditions except:

除了下列各項約定外，請依相同條款和條件轉讓信用狀給

- 1) amount (in words and figures) 金額(大寫數字及小寫數字) _____ 2) quantity of goods (if applicable) 貨物數量(假如適用) _____
3) latest shipment date 最後裝船日 _____ 4) expiry date 到期日 _____ 5) period for presentation 提示期限 _____

b. We agree to deliver to you on or before the date on which the 2nd Beneficiary's draft and documents are presented to you for payment A) our draft in an amount equal to the amount of the relative drawing authorized; and B) our commercial invoices drawn in accordance with the original Documentary Credit in order that these documents may be substituted for the 2nd Beneficiary's invoices which are to be delivered to us together with your payment for the difference between the two invoices, less any charges due to you. In addition to our draft and invoices we also undertake to deliver to you any other documents which may be needed to substitute for any of the 2nd Beneficiary's documents, which do not comply as regards value etc. with the requirements of the original Credit. Should we fail upon your request, to hand to you immediately the draft, invoices, and any other documents required as mentioned above, you are authorized to forward the invoices and other documents accompanying the draft of the transferee to your principals without any responsibility on your part to make payment to us of the amount referred to above and you shall have no other responsibility to us.

本公司同意在第二受益人提示匯票及文件前，提供下列文件予 貴行：A)本公司的匯票且其金額等同於請求支付之金額，B)原始信用狀下之商業發票，或第二受益人之商業發票；如由第二受益人之商業發票取代原始信用狀之商業發票，本公司應支付原商業發票與第二受益人之商業發票間之差額及任何其他費用予 貴行。本公司並應提示任何變更受益人所需之相關文件。如本公司未能依 貴行請求提出上開文件，貴行得將商業發票、符合匯票所載之其他文件轉送 貴行之客戶(即信用狀申請人)，本公司並同意免除 貴行於此信用狀下之付款義務。

c. Without any commitment on your part to make payment to 2nd Beneficiary before receipt of payment under original Documentary Credit, we agree to be charged with interest for the period, if any, from the date of your payment to the transferee until the date of payment of the documents under the original Documentary Credit, and with any charges incurred by you or your correspondents in connection with this transferred Credit.

因貴行於收到原始信用狀款項前並無義務付款予第二受益人，本公司同意支付此一期間之利息及 貴行與貴行之往來銀行因轉讓信用狀所生之所有費用。

d. Alternations to the Credit must be notified to us and not to the 2nd Beneficiary.

任何信用狀之修改應通知本公司而非第二受益人。

2. Neither you nor your Correspondents shall be responsible for the description, quantity, quality or value of the merchandise shipped under the transferred Documentary Credit, nor for the correctness, genuineness or validity of the documents, nor for any other cause beyond your or their control.

貴行和 貴行的往來銀行對於轉讓信用狀的貨品、數量、品質、貨物運出的金額，單據的正確性、真實性、有效性，以及超過 貴行和 貴行往來銀行所能控制而引起的任何因素均不負任何責任。

3. Your original advice of Credit is returned to you herewith and we shall be glad if you will notify the 2nd Beneficiary at our expense.

本公司茲此退回 貴行之原始信用狀，並請 貴行通知第二受益人，相關費用由本公司承擔。

4. We irrevocably retain the right to refuse to allow you to advise amendments to the 2nd Beneficiary.

本公司保有拒絕允許 貴行將修改通知書通知第二受益人之權利。

5. 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 transaction data to such third party within the scope and for the purpose of such engagement.”

本公司茲此同意 貴行得委由包括海外滙豐集團成員在內之任何第三人代為提供本申請書所載之服務或代為處理本公司與 貴行往來交易處理事項之一或全部，並同意 貴行得將本公司之各項往來資料，於委任範圍及基於委任目的提供予 貴行委任處理事務之第三人。

6. Sanction 制裁

We make the following representations:本公司茲此為下述聲明：

(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 or the Hong Kong Monetary Authority (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、英國及香港金融管理局所發布、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 Documentary 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 Documentary Credit we instruct you to issue and the subject matter of such Documentary Credit including, if applicable, the shipment and financing of the goods described in the Documentary 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 Documentary 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。

Except so far as otherwise expressly stated, this transferred Documentary Credit is subject to ICC Uniform Customs and Practice for Documentary Credits(2007 Revision), International Chamber of Commerce Publication No.600 and subsequent revisions. 除另有約定外，本轉讓信用狀應遵循國際商會第 600 號出版物“信用狀統一慣例 2007 年修訂本”暨其嗣後之修訂。

****茲附上本公司變更登記事項卡影本供 貴行參考**

S.V.

Authorized Signature(s) 公司大小章