

To: HSBC Bank (Taiwan) Limited
滙豐(台灣)商業銀行股份有限公司

Bank Reference No.:
Date: Month ___ Day ___ Year ___

申請書 Application For

1. 提貨單/空運提單背書 (B/L Air Waybill Endorsement)
2. 擔保提貨保證書 (Issuance of Shipping Guarantee)

敬啟者(Dear Sirs):

信用狀號碼(Documentary Credit Number, if applicable): _____ 受貨人(Consignee): _____
船名(Name of Vessel): _____ 發票號碼(Invoice No.): _____
船公司/代理商(Shipping Co./Agent of Vessel): _____ 商品(Description of Goods): _____
提貨單號碼(Bill(s) of Lading No.): _____ 數量(Quantity): _____
空運提貨單號碼(Air Waybill No.): _____ 毛重(Gross Weight): _____
發票金額(Invoice Amount): _____ 擔保書金額(SG Amount): _____

1. 提貨單/空運提單背書: 為辦理商品進關手續及提貨事宜, 本公司謹請 貴行先於本公司逕自國外託運人直接收到之正提貨單/空運提單上背書。
Endorsement of Bill(s) of Lading/Air Waybill: We hereby request you to endorse the original Bill(s) of Lading/Air Waybill received by us directly from the shipper, for purposes of customs house entry and delivery of goods.
2. 擔保提貨保證書: 本公司茲向 貴行申請簽署以前揭船公司/代理商為受益人之擔保提貨保證書, 俾本公司於收到前揭商品之提單前得向船公司/代理商提領商品。本公司同意於收到相關提單後, 立即向船公司/代理商換回該擔保提貨保證書並送交 貴行註銷, 或由 貴行代將該提單運交船公司/代理商換回該擔保提貨保證書, 俾解除 貴行之保證責任。
Issuance of Shipping Guarantee: We hereby apply to you for issuing a guarantee for delivery of goods without Bill(s) of Lading/Air Waybill ("Shipping Guarantee") in favor of the Shipping Company/Agent of Vessel to enable us to take delivery of the goods without production of the Bill(s) of Lading/Air Waybill. We agree, immediately upon receipt of the Bill(s) of Lading/Air Waybill for the above shipment, to cause the Shipping Company/Agent of Vessel to release the Shipping Guarantee to you for cancellation, or to forward the Bill(s) of Lading/Air Waybill to you for you to obtain the Shipping Guarantee directly from the Shipping Guarantee/Agent of Vessel for release of your obligation under the Shipping Guarantee.

茲因 貴行於上述有關提貨單/空運提單背書或出具擔保提貨保證書, 本公司同意負責免除 貴行因此可能發生之一切損害、損失或費用(包括律師費等), 並同意一經要求給付 貴行因該背書保證行為所發生之一切賠償、損害、損失、費用與各種負擔。本公司並同意接受本申請書背面約定條款之拘束。

We hereby agree to hold you harmless from all damages, losses and expenses (including legal fees) arising from your endorsement of the abovementioned Bill(s) of Lading/Air Waybill or issuance of Shipping Guarantee. We also agree to be bound by the Terms and Conditions on the reverse hereof.

本公司茲授權 貴行於匯票(如有之)及運送上述商品之裝船文件提示時, 即依單據及/或信用狀承兌/付款, 不論該匯票(如有之)與跟單, 或其提示與押匯是否符合上述信用狀條款, 亦不論該匯票(如有之)所開列之金額與期限為何, 或該跟單文件不完全、有錯誤、有瑕疵、或與信用狀條款不符, 或該等匯票(如有之)係於信用狀到期日後提示或押匯, 或所需單據有缺; 本公司同意立即償付 貴行所給付之一切該等款項。

We hereby authorize you to make acceptance/payment under the aforementioned Bill(s) and/or Documentary credit upon presentation of such draft(s), if any, and documents covering the above mentioned shipment whether or not such draft(s), if any, and the accompanying documents and the presentation thereof comply with the terms of such credit, and without limitation of the foregoing, regardless of the amount of tenor for which such draft(s), if any, is/are drawn and even though the documents are incomplete, incorrect or defective or are otherwise not in conformity with the terms of the credit, or such draft(s), are presented or negotiated beyond the expiration date of the credit, of any document required is missing, and we agree to reimburse you immediately for all such payments made by you.

付款指示(Bill settlement instruction):

- 直接扣款, 帳號: _____ (Debit our account)
 比照合約號碼: _____ (Against contract)
 Transfer to import loan in _____ (CCY) for _____ days, upon maturity of the import loan, please debit account no. _____ with sufficient to repay the import loan together with interest and charges.
 其他(Others)

申請人(Name of applicant)

S.V.

Authorized Signatures 授權印鑑章

For Bank Use Only

Re-Checked by

TERMS AND CONDITIONS

- You shall be paid for, so long as the issuance of Shipping Guarantee(s) or endorsement of Bill(s) of Lading/Air Waybill is in force and until your liabilities under the Shipping Guarantee(s) or Bill(s) of Lading/Air Waybill is discharged/released, a commission at the rate separately agreed by and between you and us on the amount of the Shipping Guarantee or Bill(s) of Lading/Air Waybill. The aforesaid commission shall be paid every six months from the date of the issuance of the Shipping Guarantee or endorsement of Bill(s) of Lading/Air Waybill. Any commission paid by us to you is not refundable pro rata if your liabilities under the Shipping Guarantee(s) or Bill(s) of Lading/Air Waybill are released prior to the expiry of the six-month period.

自擔保提貨保證書簽發日或提貨單/空運提單背書日起，至 貴行於擔保提貨保證書或提貨單/空運提單下之責任解除前，本公司應向 貴行支付保證費。保證費應就各該保證書或提貨單/空運提單之總金額，按本公司與 貴行約定之費率計算之。保證費支付以每六個月為一期，於每期期初支付之。縱該保證書或提貨單/空運提單已於六個月期間屆滿前返還予 貴行， 貴行亦毋須將已收到之當期保證費依比例退還予本公司。
- Before we fulfill our liabilities to you, you are hereby irrevocably authorized and empowered by us, without marking prior demand, to i) have a continuing lien or security interest on any draft, cheques, drafts, bills, notes or negotiable or non-negotiable instruments and any of our stocks, shares or other securities and property from time to time held by you, whether for safe custody or otherwise and/or ii) exercise set-off right on our deposits and credit. For the deficiency after the exercise of lien or set-off, if the Shipping Guarantee/Bill(s) of Lading/Air Waybill is denominated in New Taiwan Dollars, the interest shall be calculated at the rate of 20% per annum, or the interest rate prescribed by you for unauthorized overdraft account, whichever is the lower. If the Shipping Guarantee is denominated other than New Taiwan Dollars, the interest payable hereunder shall be calculated at the rate equal to your cost of funds plus a spread of [2%] per annum.

於本公司履行對 貴行之義務前，本公司茲此不可撤回地授權 貴行毋須事先通知本公司，得(1)就本公司之匯票、支票、票據及由 貴行持有之股票、證券或其他財產（不論 貴行係因保管或其他原因而持有）享有留置權或擔保權益，及(2)對本公司在 貴行之一切存款與餘額或行使抵銷權。於行使留置權/擔保物權或抵銷權後，就本公司不足額之部分，若該保證書或提貨單/空運提單金額為新臺幣者，該項利息之利率應為年利率 20% 或 貴行就非經授權透支帳戶所適用之利率，以二者之中較低者為準。若該保證書或提貨單/空運提單之金額為外國貨幣，則該項利息之利率應依 貴行取得該外國貨幣之資金成本加年利率[2%]計算。
- You are hereby further irrevocably authorized and empowered by us to pay immediately any amounts claimed against you or which you from time to time become liable to pay under or by reason of the Shipping Guarantee or Bill(s) of Lading/Air Waybill without any reference to or further authority from us and without being under any duty to enquire whether any claims or demands on you have been properly made, notwithstanding that the validity of any such claim or demand or the amount thereof shall be in dispute.

於保證書或提貨單/空運提單之受益人向 貴行求償或 貴行應履行簽發保證書或背書提貨單/空運提單之責任時（不論該項求償主張或求償金額之效力是否存有爭執），本公司茲此不可撤回地授權 貴行毋須事先向本公司查證或取得本公司之授權， 貴行即得逕對受益人支付款項。
- We hereby agree to accept any claim or demand on you as conclusive evidence that you were liable to pay and any payment made pursuant to such demand which purports to be in accordance with the Shipping Guarantee or Bill(s) of Lading/Air Waybill as binding upon us.

有關 貴行收到保證書或提貨單/空運提單下之求償主張，而依保證書或提貨單/空運提單履行付款責任，本公司同意其為最終證據，對本公司有絕對之約束力。
- Any step taken by you in good faith under or in connection with the Shipping Guarantee or Bill(s) of Lading/Air Waybill shall be binding on us and shall not place you under any liability to us.

貴行基於善意或基於保證書或提貨單/空運提單所採取之任何措施，對本公司皆有約束力，且 貴行不因此而對本公司產生任何責任。
- You may at any time, without prior reference to us the Shipping Guarantee or Bill(s) of Lading/Air Waybill, reduce your liability thereunder.

貴行毋須事先通知本公司，得隨時降低 貴行於保證書或提貨單/空運提單下之責任。
- (A) All sums payable hereunder shall be paid to you in Taiwan, or otherwise as you may from time to time direct, without any deduction or withholding for or on account of any present or future taxes, levies, imposts, duties or other charges, fees or withholdings and without set-off or counterclaim or any deduction whatsoever.(B) If we shall be required by any applicable law to make any such withholding or deduction or you shall be required by any applicable law to pay any such tax or charges, (i) the sum payable shall be increased as may be necessary so that after making all required withholdings or deductions for taxes or charges you will receive an amount equal to the sum you should have received had no such withholdings or deductions were made, and (ii) we shall make such withholdings or deductions and pay the full amount withheld or deducted to the relevant government authorities in accordance with the applicable law. We agree to hold you harmless from any and all liabilities with respect to or resulting from any delay in paying or failure to pay and/or reimburse such taxes or charges. We also shall reimburse you immediately if you make the withholdings or deductions for us.

(A)所有本公司應付予 貴行之款項應於台灣或其他依 貴行隨時指示之地方支付之。本公司應全數支付應付之款項予 貴行，不得扣繳或扣減任何之稅款、規費、或其他費用，亦不得行使抵銷或反請求。(B)若本公司依任何應適用之法律應扣繳或扣減某些稅捐或費用，或 貴行依任何應適用之法律應支付某些稅捐或費用，則(i)本公司於支付該等稅捐或費用後，應支付額外之款項予 貴行，以使 貴行收取相當於未扣繳或扣減時所應全額收取之金額，及(ii)本公司應依應適用之法律將扣繳或扣減之金額繳納至相關之政府機關。本公司並同意賠償 貴行因本公司延遲繳納或未繳納前述稅款所生之損害；若 貴行代本公司繳納稅款或費用時，本公司應立即償還 貴行代繳之金額。
- All payments hereunder shall be made, at your option, in the currency (i) in which payments made or liabilities incurred by you under the Shipping Guarantee or Bill(s) of Lading/Air Waybill are denominated, (ii) in use commonly in our principal place of business, or (iii) in New Taiwan Dollars. We further agree to obtain, or cause to be obtained any governmental approval required in the Republic of China (Taiwan), if any, for the performance hereunder.

所有本公司應付予 貴行之款項，應依 貴行指定之下列幣別之一給付之：(i) 保證書或提貨單/空運提單要求 貴行給付款項或負責所指定之幣別、(ii)本公司主營業處所在地之法定流通貨幣或(iii)新台幣。本公司並同意應取得一切中華民國之必要核准，俾為前述之給付。
- Until you have been fully indemnified against all matters referred to in paragraphs 1 and 2 hereof, we hereby waive (i) all rights of subrogation and agree not to claim any set off or counterclaim against any other person liable to you, (ii) to claim or prove in competition with you in the event of the bankruptcy, liquidation, winding up or insolvency of any such person, or (iii) to have the benefit of or share in any guarantee, indemnity, or security now or hereafter held by you,

於 貴行已依前述第 1 項及第 2 項規定受全額清償前，本公司茲(i)放棄所有得主張代位清償之權利；並對任何 貴行之債務人主張抵銷或扣抵之權利；(ii)於該債務人有破產、清算或不能清償債務之情形時，放棄與 貴行競向該債務人主張債權之權利，或(iv)就 貴行現在或將來持有之保證、補償或擔保品放棄主張或分享權益
- The rights and remedies granted to you hereunder are in addition to the rights or remedies now or hereafter available to you by any applicable law or otherwise.

貴行於本申請書(包括本約定條款)下所享有之權利及救濟，並不影響 貴行依所適用之法律或因其他原因所得享有之其他權利及救濟。
- Where this Application (including these Terms and Conditions) is signed by more than one person, the expression "we" and "us" shall be construed as referring to each such person individually and to any one or more of such persons collectively, and the obligations and liabilities of such persons hereunder are joint and several.

本申請書(包括本約定條款)由一人以上簽署時，所有簽署人均應負連帶責任，所稱「本公司」一詞兼指各該簽署人。
- This Application (including these Terms and Conditions) shall be governed by and construed in all respects in accordance with the laws of the Republic of China (Taiwan).

本申請書(包括本約定條款)以中華民國法律為準據法。
- We hereby irrevocably submit to the non-exclusive jurisdiction of the Taipei District Court of the Republic of China (Taiwan).

如因本申請書(包括本約定條款)涉訟，本公司同意以中華民國台北地方法院為非專屬之管轄法院。
- If any one or more provisions of this Application (including these Terms and Conditions), or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not invalidate any other provisions of this Application (including these Terms and Conditions), which shall remain in full force, validity and effect.

如本申請書(包括本約定條款)下任一條款無效、不合法或無執行力，並不影響其他條款之效力、合法性及執行力。
- Anything not provided in this Application (including these Terms and Conditions) shall be subject to the terms and conditions of the General Loan, Export/Import Financing, Overdraft Facilities and Securities Agreement between you and us.

本申請書(包括本約定條款)未規定之事項，悉依本公司與 貴行所簽定之【綜合貸款、進出口融資、透支款項與擔保約定書】之規定。
- If we fail to repay you the loan facility in connection with your issuance of Shipping Guarantee or endorsement of Bill(s) of Lading/Air Waybill when due, we undertake to pay a penalty equal to NTS300 or such other lower amount agreed by you on a daily basis.

若本公司逾期未償還 貴行為本公司開立擔保提貨保證書或背書提貨單/空運提單而授予本公司之貸款，本公司同意應按日支付予 貴行相當於每日新台幣三百元整或其他 貴行所同意之較低金額之違約金。
- Should there be any discrepancy in meaning between the English and Chinese versions of the Application (including these terms and Conditions), the Chinese version shall prevail.

若本申請書(包括本約定條款)中英文不一致時，應以中文本為準。
- 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.

本公司茲同意 貴行得委由包括於其他國家地區運作之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部或全部，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。

19. 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 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 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 it instructs the Bank 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合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導致之任何損失、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。

20. We agree that our liability to you shall remain outstanding until the release/discharge of our liabilities under the issuance of Shipping Guarantee(s) or endorsement of Bill(s) of Lading/Air Waybill.

本公司同意本公司對 貴行之責任，應持續至 貴行於擔保提貨保證書或提貨單/空運提單背書下之責任解除後一個月。