

开立信用证申请书

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT

致：彰银商业银行有限公司

电子文件格式

申请日期 Date: _____

TO: CHANG HUA COMMERCIAL BANK, LTD.

兹请 贵行按下列条件以信函/全文电报开发不可撤销信用证:

THE UNDERSIGNED HEREBY REQUESTS YOU TO OPEN BY MAIL

DETAIL CABLE YOUR IRREVOCABLE LETTER OF CREDIT ON THE

FOLLOWING TERMS AND CONDITIONS:

本信用证适用之信用证统一惯例，以开状当时国际商会公布之最新版本为准

The credit opened under this application is subject to the prevailing Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce at time of L/C issuance.

(57D) Advising Bank 通知银行 (如需指定通知银行时请填写):

	SWIFT Code: _____ Reimbursing Bank (由本行填写) _____
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(31D) 本信用证单据提示期限(有效期限)为 _____ 年 _____ 月 _____ 日于 _____

This Credit is valid until _____ (YYYY) _____ (MM) _____ (DD) at _____

(50) Applicant 申请人与地址 (Name, Address): ID企业组织机构代码 _____

(59) Beneficiary (Name, Address) 受益人

(32B) Amount Not Exceeding 币别 USD EUR 其他(请注明) _____ 金额 (小写) _____

金额 (大写) _____

以下中英文并列处，择一填写即可

(42C) 汇票期限: 请洽兑受益人所签发以 贵行或 贵行代理行为付款人之汇票 available by negotiation of draft drawn on you or your correspondent:

即期: 即期无融资 / 对外开发即期信用证, 惟对内向贵行融资 _____ 天。

Sight: sight without / with financing from you for _____ days.

远期: 对外开发受益人负担 见票日起/ 装运日起/ _____起 _____ 天利息之远期信用证, 另自汇票到期日起, 向贵行融资 _____ 天。

承兑费用由 申请人(买方) 受益人(卖方)负担。

贴现息费用由 申请人(买方) 受益人(卖方)负担。

Usance at _____ days after sight shipment date _____ with financing from you for _____ days after maturity of drafts.

Acceptance commissions are for Applicant's Beneficiary's account.

Discount charges are for Applicant's Beneficiary's account

(42P) Deferred Payment _____ days after shipment date _____ with financing from you for _____ days after maturity.

(43P) Partial Shipments 分批装运 Allowed 准许 Not Allowed 不准许 (如未注明, 概以 **准许** 分批装运开发)

(43T) Transshipment 货物转运 Allowed 准许 Not Allowed 不准许 (如未注明, 概以 **禁止** 转运开发)

(44C) Latest shipment date 最后装船日期: _____ 年(YYYY) _____ 月(MM) _____ 日(DD)

申请人愿遵守本申请书另签立之「信用证开证合同」以及/或有关信用证条约所订各条款。授权贵行从我司账户 (账号) _____ 扣除相关费用。	申请人签章 For and on behalf of the applicant	授信支持部门 负责人: 经办:	外汇部门: 负责人: 经办:
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L/C No. L/C No. _____

The applicant duly abides by the terms and conditions on the 「Agreement of Application for Letter of Credit」 under separate sheet, and if any, those of the relative contracts for the letter of credit.	_____ (请盖原留印鉴/企业公章) Authorized Signature TEL: _____ 分机: _____ FAX: _____		审 核: 收 件:
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(44A) Place of Receipt 收货地 _____

(44E) Port of Loading/Airport of Departure 装运港/起运机场(请加注国别) _____

(44F) Port of Discharge/ Airport of Destination 卸货港/目的地机场 _____

(44B) Place of Final Destination 最终目的地 _____

(45A) 货品内容 Covering:

- 本货品系: The goods are 签发许可证货品(请提示许可证) with Import Permit as attached.
 准许免除签发许可证货品, 嗣后进口通关概由本申请人完全负责, 与 贵行无涉。
allowed waiver of Import Permit. If there are any problems or disputes arising during customs declaration, the applicant shall assume full responsibility.

(如不敷使用, 请另纸缮打并加盖骑缝章)

请注明贸易条件 Please mark the trade term: EX-WORKS FOB (适用港对港纯船运) FCA (适用各种运输)

CFR (适用港对港纯船运) CIF (适用港对港纯船运) CIP (适用各种运输) CPT (适用各种运输) _____

(46A) 上述汇票须检附下列各项单据 ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

Signed Commercial Invoice in ___ original(s) and ___ copies indicating Credit Number and _____

提单

海运 Full set 2/3 set of clean on board Bills of Lading made out to the order of Chang Hua Commercial Bank, Ltd.
 consigned to _____ marked "freight collect prepaid" and Credit Number and notify Applicant with full address / _____

空运 Clean Air Waybills consigned to Chang Hua Commercial Bank, Ltd. / _____ marked "freight collect prepaid" and Credit Number and notify Applicant with full address / _____

快递 / 邮政运送 Courier Post Receipt addressed to Applicant with full address / _____ marked " Courier Charge / Postage collect prepaid" and Credit Number and notify Applicant with full address / _____

注: 受货人非本行者, 须经本行同意。

Insurance policy or Certificate in duplicate for at least 110% of invoice value, blank endorsed and with claims payable in China, covering:

基本险 1982.01.01 Institute cargo Clauses A B C Air 1982.01.01 协会货物保险条款 A/B/C/航空险
(如未注明, 海运概以 (A), 空运概以 (Air) 开发)

附加险 1982.01.01 Institute War Clauses (Cargo) 1982.01.01 协会货物保险兵变条款

1982.01.01 Institute Strikes Clauses (Cargo) 1982.01.01 协会货物保险罢工条款

其他条款 _____

Packing List in ___ original(s) and ___ copies.

Certificate of Origin in ___ original(s) and ___ copies issued by _____

Inspection Certificate in ___ original(s) and ___ copies issued by _____

Vessel's Age Certificate in ___ original(s) and ___ copies issued by Shipping Company _____ certifying _____

L/C No. L/C No. _____

- Beneficiary's certificate stating that one set of non-negotiable documents, 1/3 set of B/L and _____ have been forwarded by courier airmail fax _____ to the Applicant / _____ within _____ days of shipment.
- Beneficiary's certificate stating that full set of original B/L has been sent back to shipping company for the purpose of releasing cargoes by Telex.
- Other Documents:**

(47A) Additional Conditions 特别条款: (如要求提示证明文件时, 请标明于前述46A栏所需文件中)

- 货物须以货柜装运 Shipment must be containerized
- 货柜提单不接受 Container B/L unacceptable
(加注ISM CODE 国际船舶安全管理章程) (海上运输时如未注明, 视为货柜提单可接受)
- This credit is transferable and can be transferred by the Advising Bank _____ only. (不允许转让时, 请勿勾选)
- (39A) _____ % more or less in quantity and amount is acceptable.
- Combined shipments under other credits issued by us with identical terms and conditions showing the same applicant and beneficiary are acceptable provided one draft is presented for the total amount indicating the amount drawn under each letter of credit.
- L/C issuing charges for _____ (由本行填写) are for the account of beneficiary and will be deducted from proceeds on first presentation of documents.

其他特别条款 Other additional conditions :

(如不敷使用, 请另纸缮打并加盖骑缝章)

(71D) 开证以外费用由 申请人(买方) / 受益人(卖方) 负担

All banking charges (including reimbursement charges) outside the issuing bank are for Applicant's Beneficiary's account.
All documents may be forwarded in one set by courier service. 货运单据可以快递一次寄发

(48) Drafts and documents must be presented for negotiation within _____ days after the date of shipment but within L/C expiry date.
汇票及单据应于装船后 _____ 日内且须于信用证规定之单据提示期限内办理押汇
(单据提示期限如未注明, 概以最后装船日期为准)

(49) 保兑指示 Confirmation Instructions: 保兑 Confirmed (不须保兑时, 请勿填列)

所有保兑费用均由 申请人(买方) 受益人(卖方) 负担
Confirmation charges are for Applicant's Beneficiary's account.

上项开发信用证之申请倘蒙 贵行核准, 申请人自愿遵守下列各条款:

IN CONSIDERATION of your granting my/our request. I/we hereby bind myself/ourselves duly to comply with the following terms:

一、关于信用证下之汇票及/或单据等, 如经 贵行或 贵行之代理行认为在表面上正确无误, 申请人一经 贵行通知当即承认所负债务并依期照付, 倘系远期汇票, 当即连同 贵行之代理行所扣取或 贵行所指定之利息及费用等依期照付。

(申请人加盖骑缝章)

I/We hereby bind myself/ourselves duly indebted upon your notification and pay at your offices at maturity under this CREDIT. if the drafts and/ or documents appear in the discretion of yourselves or your agents to be correct on their face . In case of usance drafts. the usance charges accrued thereon at the rate charged by your agents or designated by yourselves.

- 二、上项汇票或单据等，纵或在事后证实其为非真实或属伪造或有其他瑕疵，概与 贵行及 贵行之代理行无涉，其汇票仍应由申请人照付。
I/We agree to duly accept and pay such drafts.or documents even if such drafts and/or documents should in fact prove to be incorrect. forged or otherwise defective. in which case no responsibility shall rest with you and your agents.
- 三、本信用证之传递错误、迟延或其解释上之错误、及关于上述单据或单据所载货物之质量、数量或价值等与信用证或单据所载不符，或有全部或一部份灭失或迟延或未经抵达交货地，以及货物无论因在海上或陆上运输中或运抵后未经保险或保额不足或因任何第三者之阻滞或扣留及其他因素等情形，以致丧失或受损时，均与 贵行或 贵行之代理行无涉，且在以上任何情形之下，该汇票仍应由申请人兑付。
I/We further agree that you or your agents are not responsible for any errors or delays in transmission or interpretation of said CREDIT or for the loss or late or non-arrival of part or of all the aforesaid documents. or the quality. quantity or value of the merchandise represented by same. or for any loss or damage which may happen to said merchandise. whether during its transit by sea or land. or after its arrival or by reason of the non-insurance or insufficient insurance thereof or by whatever cause or for the stoppage or detention thereof by any party whomsoever. engaging myself/ourselves duly to accept and pay such drafts in all like instances.
- 四、上述汇票及/或单据及与其有关之各项应付款项，以及申请人对 贵行不论其现已发生，或日后发生经已到期或尚未到期之其他债务，在未清偿以前，信用证项下所购运之货物、单据及卖得价金连同申请人所有其他财产：包括存在 贵行及分支机构、或 贵行所管辖范围内之保证金、存款余额等，均任凭 贵行移作上述汇票之共同担保，以备清偿票款之用。
I/We further agree that the title to all property which shall be purchased and/or shipped under this CREDIT. The documents relating thereto and the whole of the proceeds thereof. shall be and remain in you until the payment of the drafts and/or documents or of all sums that may be due on said drafts and/or documents or otherwise until the payment of any all other indebtedness and liability. Now existing or hereafter created or incurred by me/us to you due or not due. It being understood that the said documents and the merchandise represented thereby and all my/our other property. Including securities and deposit balances which may now or hereafter be in your or your branches possession or otherwise subject to your control shall be deemed to be collateral security for the payment of the said drafts.
- 五、如上述汇票到期而申请人不能照兑时、或 贵行因保障本身权益认为必要时， 贵行得不经通知，有权决定将上述财产（包括货物在内），以公开或其他方式自由变卖，就其卖得价金扣除费用后抵偿 贵行垫借各款，毋须另行通知申请人。
I/We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion without notice to me/us wherever I/We shall fail to accept or pay the said drafts and/or documents on due dates or whenever in your discretion. it is deemed necessary for the protection of yourselves and after deducting all your expenses to reimburse yourselves out of the proceeds.
- 六、本信用证如经展期或重开，或修改任何条件，申请人对于以上各款愿绝对遵守，并无任何异议。
In case of extension or renewal of the CREDIT or modification of any kind in its items. I/We agree to be bound for the full term of such extension or renewal. And notwithstanding any such modification.
- 七、本申请书内容如有错误或遗漏事项， 贵行得不经申请人同意，径依银行作业规定，予以修正或补正，申请人愿遵守此项修正或补正，一如其自行修正或补正者， 贵行对于此项修正或补正纵有错误情事，对于申请人因此遭受之损失或不利后果，不负任何责任。
In the event that part or parts of this application contain errors or omission. You has the right to make. without obtaining my/our consent. proper corrections or additions on this application in accordance with the banking procedures. I/We will abide by such corrections or additions as if they were made by myself/ourselves. You shall not be responsible for and/or all losses. damages and/or other adverse consequence to me us even if such change has been erroneously made by you.
- 八、本公司同意如由国外寄达 贵行之货运单据，其内容与原信用证条款不符时，经 贵行通知后三天内仍未向 贵行表示拒收该单据即视为同意接受，日后如有任何纠纷，均由申请人自负全责，与 贵行无涉。
It is agreed that in case the contents of the shipping documents received by you from abroad differ from the term of the said CREDIT and I/We failed to advise you our refusal to accept such documents within three days after receipt of your notice. It shall be deemed that such documents have been accepted by us. Should any dispute arise in the future. we shall assume full responsibility. being a matter of no concern to you.
- 九、本申请书确与有关当局所发给之输入许可证内所载各项条件及细则或申请人所提供之交易单据绝对相符，并已逐一遵守，倘因申请人对于以上任何各点之疏忽致信用证未能如期开发， 贵行无须负责。又 贵行有权删改申请书内之任何部份，俾与输入许可证或交易单据所载者相符，此外申请人愿遵守本笔信用证电文本文所载明应适用之信用证统一惯例版本与实务。
This application must be in strict accordance with the conditions, specifications etc, as set forth in the Import Permit issued by the competent authorities or related transaction documents provided by me/us. You shall not be held responsible for any delay in issuance of CREDIT due to the negligence on the part of myself/ourselves in conformity with this request. You reserve the right to alter or even delete any part or parts of this application so as to be consistent with the Permit. I/We am/are to observe the Uniform Customs and Practice for DOCUMENTARY CREDITS fixed by the International Chamber of Commerce latest revision.
- 十、本申请书之签署人如为二人或二人以上时，对于本申请书所列各项条款自当共同连带及个别负全部责任，并负责向 贵行办理一切结汇手续。
In case this request is signed by two or more, all promises or agreements made hereunder shall be joint and several, I/We herewith bind myself/ourselves to settle exchange on drafts drawn under this CREDIT with your goodselfes.
- 十一、为反洗钱及反恐怖融资之目的，申请人同意贵行的涉及反洗钱及反恐怖融资之相关法令规定及(或)其嗣后修订施行之相关法令规定，如有下列情事者，贵行得拒绝受理本申请书、暂时停止或终止业务关系或实行其他必要措施：
(1) 申请人及申请人受益所有人、申请人高级管理人员、关联人(包括但不限于法定代理人、代理人、被授权人)、交易对手，反洗钱法规指定制裁之个人、法人或团体，以及我国政府、外国政府或国际组织认定资金或追查之恐怖分子或团体者。
(2) 申请人于建立业务关系时及之后期间，拒绝提供个人、公司、受益所有人或申请人相关资料(包括但不限于含股权结构、高级管理人员与关联人基本资料等)或交易说明(交易性质、目的、资金来源等)，或拒绝配合电话、信函或实地审查作业等。
- For the purpose of anti-money laundering and anti-terrorism financing, the applicant agrees to your bank's rejection of this application, suspension or termination of business relationship or other necessary measures in accordance with the anti-money laundering and other relevant laws and regulations related to anti-money laundering and anti-terrorism financing and / or the relevant laws and regulations subsequently revised and implemented:**
(1) The applicant and the substantial beneficiary of the applicant, the applicant's senior management personnel, related persons (including but not limited to the legal agent, agent, authorized person), the trading partner, the individual, legal person or group designated by the anti-money laundering laws and regulations for sanctions, and the terrorist or group identified by our government, foreign government or international organizations for funds or tracing.
(2) The applicant refuses to provide personal, company, actual beneficiary or relevant data of the applicant (including but not limited to basic data of equity structure, senior management and related persons, etc.) or transaction description (transaction nature, purpose, capital source, etc.) or refuses to cooperate with telephone, letter or on-the-spot review operation, etc. when establishing business relationship and after.

注：本契约条款英译部分仅供对照参考，若有任何出入概以中文为准。

Remark: The English translation of this contract is for reference only, if there was any inconsistency existed, the Chinese version will be applied.