

開 發 信 用 狀 申 請 書
APPLICATION FOR ISSUING AN IRREVOCABLE DOCUMENTARY CREDIT

第一商業銀行

澳門分行 台照

TO: FIRST COMMERCIAL BANK, Macau Branch

申請日期：

| | | |
|---|--|---|
| 【20】信用狀號碼 CREDIT NO. | | 【31C】日期 DATE |
| 茲請貴行依下列條款開發不可撤銷信用狀一份 I/WE HEREBY REQUEST YOU TO ISSUE AN IRREVOCABLE DOCUMENTARY CREDIT UPON THE FOLLOWING TERMS AND CONDITIONS | | |
| 【50】申請人 APPLICANT(英文名稱及地址) | | 通知方式 TO BE ADVISED BY <input type="checkbox"/> 航郵 AIRMAIL <input type="checkbox"/> 簡電 BRIEF CABLE <input type="checkbox"/> 全電 FULL CABLE |
| 【59】受益人 BENEFICIARY | | 【31D】信用狀有效日期及地點 EXPIRY DATE AND PLACE |
| | | 通知銀行 ADVISING BANK：(倘未指定，則由銀行填寫) |
| | | 【32B】信用狀金額(小寫)： AMOUNT SAY(大寫)： |
| <input type="checkbox"/> 【41M】以讓購/付款/承兌/延期付款方式在開狀銀行/任一銀行/通知銀行之受益人所在地/開狀銀行櫃台使用受益人依商業發票金額全額簽發以貴行/貴行國外通匯行為付款人之匯票，並於 AVAILABLE WITH ISSUING BANK/ANY BANK/ADVISING BANK BY NEGOTIATION/PAYMENT /ACCEPTANCE/DEFERRED PAYMENT IN BENEFICIARY'S COUNTRY/ISSUING BANK'S COUNTER OF BENEFICIARY'S DRAFT AT | | |
| <input type="checkbox"/> 【42】見票/提單簽發...日後付款，並須符合下列作☑記號之條件和檢附下列作☑記號之各項單據 <input type="checkbox"/> SIGHT <input type="checkbox"/> DAYS AFTER SIGHT/SHIPMENT DATE FOR FULL INVOICE VALUE DRAWN ON YOU/YOUR CORRESPONDENT AGAINST THE FOLLOWING CONDITIONS AND DOCUMENTS REQUIRED:(MARKED WITH☑) | | |
| <input type="checkbox"/> 【78】對付款/承兌/讓購銀行之指示：遠期信用狀利息由申請人負擔/受益人負擔 INSTRUCTIONS TO THE PAYING /ACCEPTING /NEGOTIATING BANK:INTEREST ARE FOR <input type="checkbox"/> APPLICANT'S <input type="checkbox"/> BENEFICIARY'S ACCOUNT. | | |
| <div>本遠期信用狀利息由申請人負擔，請 貴行 <input type="checkbox"/>對外開發即期信用狀，惟對內向 貴行融資_____天。 <input type="checkbox"/>對外開發受益人負擔_____天利息之遠期信用狀，另自匯票到期日起向 貴行融資_____天。</div> | | |
| <input type="checkbox"/> 【43P】分批裝運 PARTIAL SHIPMENTS： <input type="checkbox"/> 准許 ALLOWED <input type="checkbox"/> 不准許 PROHIBITED | | |
| <input type="checkbox"/> 【43T】轉運 TRANSHIPMENT： <input type="checkbox"/> 准許 ALLOWED <input type="checkbox"/> 不准許 PROHIBITED | | |
| <input type="checkbox"/> 【44】最後裝載日 LATEST DATE OF SHIPMENT：_____ | | |
| 收貨地 PLACE OF RECEIPT：_____ | | |
| 裝載港/機場 PORT/AIRPORT OF LOADING：_____ | | |
| 卸貨港/機場 PORT/AIRPORT OF DISCHARGE：_____ | | |
| 目的地 PLACE OF DELIVERY：_____ | | |
| <input type="checkbox"/> 【45A】貨物內容 COVERING；(請概括綜列，勿太冗長，但仍須儘可能加註物品之數量及單價) <input type="checkbox"/> EXW <input type="checkbox"/> FCA <input type="checkbox"/> FOB <input type="checkbox"/> CFR <input type="checkbox"/> CIF <input type="checkbox"/> FAS <input type="checkbox"/> CIP <input type="checkbox"/> CPT <input type="checkbox"/> (價格條件) | | |
| <input type="checkbox"/> 【46A】所需單據 DOCUMENT REQUIRED： <input type="checkbox"/> 1.商業發票正本...份及副本...份標明本信用狀號碼 SIGNED COMMERCIAL INVOICE IN _____ ORIGINAL(S) AND _____ COPIES INDICATING THIS CREDIT NUMBER. <input type="checkbox"/> 2.全套減一份/全套海運提單以貴行為抬頭人，以敝處為被通知人，註明運費待付/付訖，並標明本信用狀號碼 <input type="checkbox"/> FULL SET LESS ONE <input type="checkbox"/> FULL SET OF CLEAN ON BOARD MARINE BILLS OF LADING MADE OUT TO THE ORDER OF FIRST COMMERCIAL BANK NOTIFY APPLICANT, MARKED FREIGHT <input type="checkbox"/> COLLECT <input type="checkbox"/> PREPAID AND INDICATING THIS CREDIT NUMBER. <input type="checkbox"/> 3.空運提單以貴行為抬頭人，以敝處為被通知人，註明運費待付/付訖，並標明本信用狀號碼 CLEAN AIR WAYBILL CONSIGNED TO FIRST COMMERCIAL BANK NOTIFY APPLICANT, MARKED FREIGHT <input type="checkbox"/> COLLECT <input type="checkbox"/> PREPAID AND INDICATING THIS CREDIT NUMBER. | | |

- ☐ 4. 照發票金額 110%投保之全套正本保險單，註明以同種貨幣賠償在澳門給付並作空白背書，其保險範圍包括：
INSURANCE POLICY OR CERTIFICATE ALL THE ORIGINALS ENDORSED IN BLANK FOR 110% OF
INVOICE VALUE STIPULATING THAT CLAIMS ARE PAYABLE IN MACAU IN THE SAME CURRENCY AND
INCLUDING:
☐ 1982 協會貨物保險條款(A)/(B)/(C) 1982 INSTITUTE CARGO CLAUSES ☐ A. ☐ B. ☐ C.
☐ 1982 協會貨物保險條款(航空險) 1982 INSTITUTE CARGO CLAUSES (AIR)
☐ 1982 協會貨物保險兵變條款 1982 INSTITUTE WAR CLAUSES (CARGO)
☐ 1982 協會貨物保險罷工條款 1982 INSTITUTE STRIKES CLAUSES (CARGO)
☐ 從倉庫至倉庫條款 FROM WAREHOUSE TO WAREHOUSE
☐
- ☐ 5. 包裝單正本...份及副本...份
PACKING LIST IN ORIGINAL(S) AND COPIES SIGNED BY BENEFICIARY.
- ☐ 6. 其他單據 OTHER DOCUMENTS :
- ☐ 7. 受益人證明書敘明各單據副本和一份正本運送單據/各單據副本/...已由受益人/.../自貨物裝載日後...日內/直接
以航郵/快捷/傳真/E-MAIL/...交信用狀申請人/...
A CERTIFICATE SIGNED BY BENEFICIARY STATING THAT ☐ ONE NON-NEGOTIABLE SET OF THE
STIPULATED DOCUMENTS AND ONE ORIGINAL TRANSPORT DOCUMENTS ☐ ONE
NON-NEGOTIABLE SET OF THE STIPULATED DOCUMENTS HAVE BEEN SENT TO THE APPLICANT BY
☐ AIRMAIL ☐ COURIER SERVICE ☐ FAX ☐ E-MAIL ☐ WITHIN DAYS AFTER SHIPMENT DATE.
- ☐ 【47A】 附特別條款如下 SPECIAL INSTRUCTIONS :
☐ 本信用狀可轉讓並限由通知銀行辦理轉讓 THIS CREDIT IS TRANSFERABLE AND TO BE
TRANSFERRED BY ADVISING BANK ONLY.
- ☐ 【71B】 費用：所有國外費用由申請人負擔/所有國外費用除開狀費用外由受益人負擔
CHARGES: ☐ ALL BANKING CHARGES ARE FOR APPLICANT'S ACCOUNT.
☐ ALL BANKING CHARGES EXCEPT OUR OPENING CHARGES ARE FOR BENEFICIARY'S
ACCOUNT.
- ☐ 【48】 提示期間：單據須於貨物裝載日後...曆日內且於本信用狀有效日期前提示
PRESENTATION PERIOD: DOCUMENTS TO BE PRESENTED WITHIN ____ CALENDAR DAYS AFTER
THE DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF THIS CREDIT.
- ☐ 【49】 保兌：保兌費用由申請人/受益人負擔
CONFIRMED: CONFIRMING CHARGES ARE FOR ☐ APPLICANT'S ☐ BENEFICIARY'S ACCOUNT.
- ☐ 【53S】 補償銀行 REIMBURSEMENT BANK: (由銀行填寫)_____

申請人 APPLICANT :

地址 ADDRESS :

電話 TEL :

日期 DATE :

簽章 SIGNATURE OF APPLICANT(原留印鑑)

| 經 理 | 副 理 | 經 辦 | 核 對 印 鑑 |
|-----|-----|-----|---------|
| | | | |

約定事項 TERMS

上項開發信用狀之申請倘蒙 貴行核准，申請人自願確切遵守下列各條款：

IN CONSIDERATION OF YOUR GRANTING ABOVE REQUEST, I/WE HEREBY BIND MYSELF/OURSELVES DULY TO COMPLY THE FOLLOWING TERMS:

- 一、申請人於貴行開發不可撤銷信用狀之同時，先向貴行結購部份外匯充為保證金備作抵付前項信用狀項下匯票款及／或應付款項之用，結購時請貴行發給「費用扣款通知書」以資證明。申請人並承認前述「費用扣款通知書」及／或「信用狀」上所載「信用狀金額」與「費用扣款通知書」上所載「結匯金額」之差別即為貴行為申請人所墊款之金額，並同意以「費用扣款通知書」或貴行有關文件為其憑證。倘「費用扣款通知書」上所顯示之外幣墊款金額與貴行實際墊款金額不符時，概以貴行有關文件或帳簿所載金額為準，絕無異議。
I/WE HEREBY SETTLED WITH YOU FOR THE EXCHANGE AMOUNT AS A MARGIN OF ISSUING THIS DOCUMENTARY CREDIT UPON OUR APPLICATION. I/WE AGREE THAT THE SAID MARGIN WILL BE USED AS PREPAYMENT FOR THE RETIRING OF DRAFT(S) DRAWN UNDER AND / OR THE PAYMENTS DUE ON THIS DOCUMENTARY CREDIT. AT THE TIME OF THE SETTLEMENT, PLEASE ISSUE US YOUR “DEBIT ADVICE” . I/WE HEREBY FURTHER AGREED THAT, BASED ON THE “DEBIT ADVICE” OR YOUR RELATIVE DOCUMENTS, THE DIFFERENCE BETWEEN THE AMOUNT OF DOCUMENTARY CREDIT SHOWN ON THE “DEBIT ADVICE” OR THE “L/C AMOUNT” AND THE “AMOUNT SETTLED” SHOWN ON “DEBIT ADVICE” IS REGARDED AS THE ADVANCE TO US. IF THE ADVANCE AMOUNT INDICATED ON THE “DEBIT ADVICE” DOESN'T CONSIST WITH THE ACTUAL AMOUNT WITH YOU HAVE PAID UNDER THE SAID L/C FOR US. I/WE SHALL DEEM THE ACTUAL PAYMENT SHOWN IN YOUR RELATIVE DOCUMENTS OR BOOKS AS THE ADVANCED AMOUNT WITH OUT ANY OBJECTION ON OUR PART.
- 二、貴行為達成申請人之指示，得逕予指定另一銀行或金融機構為本信用狀項下匯票及／或單據及有關各項應付款項之付款人，或利用另一銀行或金融機構之服務，如此辦理之費用及風險，均歸申請人負擔。
YOU ARE AUTHORIZED TO NOMINATE ANOTHER BANK OR FINANCIAL INSTITUTION TO HONOR OR TO PAY AGAINST A DRAFT AND/OR DOCUMENTS OR ALL THE SUMS THAT MAY BE DUE ON SAID DRAFT AND/OR DOCUMENTS, OR TO UTILIZE THEIR SERVICES FOR THE PURPOSE OF GIVING EFFECT TO THE INSTRUCTIONS OF THE APPLICANT FOR THE CREDIT, DO SO FOR THE ACCOUNT AND AT THE RISK OF THE LATTER.
- 三、關於本信用狀項下之匯票及／或單據等，如經貴行或貴行之代理行認為在表面上尚屬符合貴行依本申請書所開發之信用狀條款之規定者，申請人願按期照付。
I/WE HEREBY BIND MYSELF/OURSELVES DULY TO PAY AT YOUR OFFICES AT MATURITY UNDER THIS DOCUMENTARY CREDIT, IF THE DRAFTS AND/OR DOCUMENTS APPEAR IN THE DISCRETION OF YOURSELVES OR YOUR AGENTS TO BE CORRECT ON THEIR FACE.
- 四、上項匯票或單據等，縱或在事後證實其為非真實或屬偽造或有其他瑕疵，概與貴行及代理行無涉，仍應由申請人照付。
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.
- 五、本信用狀之傳遞錯誤、或延遲、或其解釋上之錯誤、及關於上述單據所載貨物、或貨物之品質或數量或價值等之有全部或一部份 減失及或遲遞或因未經抵達交貨地、以及貨物無論因在海面上或陸上運輸中或運抵後未經保險或保額不足或因承辦商或任何第三者之阻滯或扣留及其他因素等各情，以致喪失或損害時，均與貴行或貴行之代理行無涉，且在以上任何情形之下仍應由申請人照付。
I/WE FURTHER AGREE THAT YOU OR YOUR AGENTS ARE NOT RESPONSIBLE FOR ANY ERRORS OR DELAYS IN TRANSMISSION OR INTERPRETATION OF THIS DOCUMENTARY CREDIT OR FOR THE LOSS 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 THERE OF BY THE SHIPPER OR ANY PARTY WHOMSOEVER, ENGAGING MYSELF/OURSELVES DULY TO ACCEPT AND PAY IN ALL LIKE INSTANCES.
- 六、與上述匯票及／或單據及有關之各項應付款項，以及申請人對貴行不論其現已發生、或日後發生已經到期或尚未到期之其他債務，在未清償以前，貴行得就本信用狀項下所購運之貨物、單據及賣得價金視同為自己所有，並應連同申請人所有其他財產：包括存在貴行及分支機構、或貴行所管轄範圍內之保證金、存款餘額等，均任憑貴行移作上述各種債務之共同擔保，以備清償各種債務之用。
I/WE FURTHER AGREE THAT THE TITLE TO ALL PROPERTY WHICH SHALL BE PURCHASED AND/OR SHIPPED UNDER THIS DOCUMENTARY 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 AND UNTIL THE PAYMENT OF ANY ALL OTHER INDEBTEDNESS AND LIABILITY, NOW OR HEREAFTER CREATED OR INCURRED BY ME/US TO YOU DUE OR NOT DUE, IT BEING UNDERSTOOD THAT SAID DOCUMENTS AND THE MERCHANDISE REPRESENTED THERE BY AND ALL MY/OUR OTHER PROPERTY INCLUDING SECURITIES AND DEPOSIT BALANCES WHICH MAY NOW OR HERE AFTER BE IN YOU OR YOUR BRANCHES POSSESSION OR OTHERWISE SUBJECT TO YOUR CONTROL SHALL BE DEEMED TO BE COLLATERAL SECURITY FOR THE PAYMENT OF ALL THE ABOVE-SAID DEBTS.
- 七、如上述匯票到期而申請人不能照兌時、或貴行因保障本身權益認為必要時，貴行得不經通知而有權決定將上述財產（包括貨物在內）以公開或其他方式自由變賣，就賣得價金扣除費用後抵償貴行借墊各款，毋須另行通知申請人。
I/WE HEREBY AUTHORIZE YOU TO DISPOSE OF THE AFOREMENTIONED PROPERTY BY PUBLIC OR PRIVATE SALE AT YOUR DISCRETION WITHOUT NOTICE ME/US WHENEVER 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.
- 八、本信用狀如經展期或重開，及修改任何條件，申請人對於以上各款絕對遵守，不因展期、重開或條件之修改而發生任何異議。
INCASE OF EXTENSION OR RENEWAL OF THIS DOCUMENTARY CREDIT OR MODIFICATION OF ANY KIND IN ITS TERMS, I/WE AGREE TO BE BOUND FOR THE FULL TERM OF SUCH EXTENSION OR RENEWAL, AND NOTWITHSTANDING ANY SUCH MODIFICATION.
- 九、本申請書之簽署人如為二人或二人以上時，對於本申請書所列各項條款，自當共同連帶及個別負其全部責任，並負責向貴行辦理一切結匯手續。
IN CASE THIS REQUEST IS SIGNED BY TWO OR MORE, ALL PROMISES OR AGREEMENTS MADE HEREUNDER SHALL BE JOINT AT SEVERAL, I/WE HEREWITH BIND MYSELF/OURSELVES TO SETTLE EXCHANGE ON DRAFTS DRAWN UNDER THIS DOCUMENTARY CREDIT WITH YOUR GOODSELVES.

簽章 SIGNATURE OF APPLICANT(原留印鑑)