

轉開國外信用狀申請書

APPLICATION FOR ISSUING AN IRREVOCABLE BACK TO BACK LETTER OF CREDIT

第一商業銀行 澳門分行 台照

TO : FIRST COMMERCIAL BANK, Macau Branch

申請日期：

茲請貴行依下列條款開發不可撤銷國外信用狀一份 I/WE HEREBY REQUEST YOU TO ISSUE AN IRREVOCABLE BACK TO BANK DOCUMENTARY CREDIT UPON THE FOLLOWING TERMS AND CONDITIONS		Credit No. (由銀行填寫)	
		Date 日期 (由銀行填寫)	
Advising Bank 通知銀行 (倘未指定 · 則由銀行填寫)		Applicant 申請人 (英文名稱及地址)	
Beneficiary 受益人		金額 (小寫) Amount not exceeding Say (大寫)	
		Expiry Date 本信用狀有效日期截至	
<p>以申請人為付款之匯票。 Available by draft(s) drawn on us by the beneficiary 見票 / 提單簽發....日後付款，利息由買方 / 賣方負擔 at sight/B/L date. Interest for buyer's/shipper's account 上述匯票須檢附下列作×記號之各項單據： for full invoice value accompanied by the following documents as marked with <input checked="" type="checkbox"/> X</p> <p>1. <input type="checkbox"/> SIGNED COMMERCIAL INVOICE IN COPIES TO BE COUNTERSIGNED BY THE APPLICANT. 2. <input type="checkbox"/> CLEAN ON BOARD MARINE BILLS OF LADING MADE OUT BLANK ENDORSED BY THE APPLICANT MARKED “FREIGHT PREPAID/COLLECT”, AND NOTIFY SHOWING THE APPLICANT AS THE SHIPPER. 3. <input type="checkbox"/> INSURANCE POLICY OR CERTIFICATE IN DUPLICATE, BLANK ENDORSED BY THE APPLICANT, FOR COVERING: SHOWING THE APPLICANT AS THE INSURED 4. <input type="checkbox"/> PACKING LIST IN COPIES. 5. <input type="checkbox"/> OTHERS: 其他單據</p> <p>(價格條件) <input type="checkbox"/>FOB <input type="checkbox"/>CFR <input type="checkbox"/>CIF <input type="checkbox"/>FCA <input type="checkbox"/>CIP <input type="checkbox"/> _____ Covering: 貨物內容</p>			
裝載港/機場 Port/Airport of Loading/Departure		收貨地 Place of Receipt	
卸貨港/機場 Port/Airport of Discharge/Destination		目的地 Place of Delivery	
		最後裝運日 Latest date of shipment:	
分批裝運 Partial Shipment: <input type="checkbox"/> 准許 Allowed <input type="checkbox"/> 不准許 Prohibited		轉運 Transshipment: <input type="checkbox"/> 准許 Allowed <input type="checkbox"/> 不准許 Prohibited	
<p>Special Instructions: 附特別條款如下： 1.Drafts to be negotiated within days from the date of shipment. 2.Payment under this credit is subject to our receipt from the applicant of the required documents conforming to terms and conditions of the master L/C No. Dated And its amendments, if any, issued by 3.If Documents are presented to us through other banks, a commission of % of the draft amount plus postage charge for MOP and reimbursement fee for MOP must be accompanied documents payable to us. 4.If documents are negotiated by other banks and then presented to us for re-negotiation any claim for the delay payment interest is strictly unacceptable to us.</p>			

請注意左列各點：
一、PARTIAL SHIPMENTS (分批裝運) 是否准許，如未註明者，概以「准許分批裝運」開發。
二、TRANSHIPMENT (轉運) 是否准許，如未註明者，於要求 MARINE BILLS OF LADING 時，概以「不准許轉運」開發。
三、裝船日期與信用狀有效日期，如未註明者，概以一個月計算。
右列各點請詳細填註，如因漏填而於信用狀開出後發生問題時，本行恕不負責任。

受理單位：		分行
經 理	副 理	經辦/核印

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 grating above request, I/We hereby bind myself/ourselves duly to comply the following terms:

- 一、本申請書確與原信用狀內所載各項條件相符，並已逐一遵守，倘因申請人對於以上任何各點之疏忽致信用狀未能如期開發，貴行概不負責，又貴行有刪改本申請書內之任何部分，俾與原信用狀所載者相符之權，此外申請人應遵守國際商會現行之信用狀統一慣例與實務之規定。
- This application must be in strict accordance with the conditions, specifications etc. as set forth in the Master Documentary Credit in this connection. The Bank shall not be held responsible for any delay in issuance of Documentary Credit to the negligence on the part of the applicant in conformity with this request. The Bank reserves the right to alter or even delete any part or part of this application so as to be consistent with the Master Documentary Credit. The applicant is also requested to observe the UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, THE INTERNATIONAL CHAMBER OF COMMERCE, which are in effect on the date of issue.
- 二、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，本申請書所開發之信用狀條款之規定，申請人願依期照付。
- 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.
- 三、上項匯票及 / 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，概與貴行及貴行之代理行無涉，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.
- 四、本信用狀之傳遞錯誤、或遲延、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分滅失或遲遞或因未經抵達交貨地，以及貨物無論因在海面或陸上運輸中或運抵後或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，均與貴行與貴行之代理行無涉，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 said 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 thereof by the shipper or any party whomsoever, engaging myself/ourselves duly to accept and pay in all like instances.
- 五、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、或日後發生經已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匯票之共同擔保，以備清償票款之用。
- 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 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 said drafts and/or documents.
- 六、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.
- 七、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。
- In case 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.
- 八、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 and several. I/We herewith bind myself/ourselves to settle exchange on drafts drawn under this DOCUMENTARY CREDIT with your goodselves.

Yours faithfully

申 請 人

(蓋原留印鑑 Authorized Signature)

地 址：

電 話：

核 章