

出口押匯/貼現申請書

外匯指定單位編號	
受理單位編號	

第一商業銀行 台照：

日期 _____

茲檢附本公司依據 _____ 銀行第 _____ 號信用狀所簽發之匯票/收據金額 _____ (號碼 _____) 及下列各項單據，請惠予辦理押匯/貼現：

Drafts 匯票	Commercial Invoice 商業發票	Bill of Lading 海運提單	Air Waybill 空運單據	FCR/Post Receipt <small>貨運承攬商/郵政收據</small>	Insurance Policy 保險單	Cert. of Origin 產地證明書	Inspection Cert. 檢驗書	Weight List/Cert. 重量單	Packing List 包裝單	Beneficiary's Cert. 受益人證明書	

所提示有關文件內容倘與信用狀條款、統一慣例相關規定及國際標準銀行實務規定不符者，仍請貴行惠予辦理押匯/貼現，本公司保證若貴行因而遭受損害時，當由本公司負責全數償還。

申請人： _____

(請蓋原留印鑑 Authorized Signature)

- 一、本公司證明所有與本筆出口押匯/貼現有關於之信用狀，包括其修改書等業經全部向貴行提示無誤。
- 二、至上項押匯貼現款，請依照外匯管理之有關規定結付。
- 三、本公司同意如因單據上之欠缺，瑕疵或因單據正由貴行審核中，致不能及時完成押匯/貼現手續，而使本公司蒙受匯率變動之損失時，概由本公司自行負擔與貴行無涉。
- 四、本公司保證貴行於押匯後十二天內或貼現到期日收受本筆押匯/貼現款，並保證絕不使貴行因辦理本筆押匯/貼現而遭致任何損害。本筆押匯貼現票據如發生退票、拒付或因開狀銀行或付款銀行倒閉或外匯短缺或郵遞轉撥等情事，致使貴行未能於上述期限內收受款項時，不論為該票據金額之全數或一部，本公司於接獲貴行通知後，願立即如數以原幣清償所欠本金，並就貴行墊付押匯/貼現款之實際期間，按押匯/貼現日貴行所訂一般外匯業務利率加年息 2.50%，加計遲延利息償還，並願負擔一切有關之費用。絕不以票據之要件欠缺、法律上各項手續不完備、或時效消滅等情事為藉口，而拒絕清償。
- 五、本公司茲聲明願拋棄一切之抗辯權，並免除拒絕證書之作成及票據債權保全上之通知及其他法定手續，並願依照本公司另立之「出口押匯約定書」(或「出口押匯總質權書」)所列條款履行責任。
- 六、除另有約定外，關於本筆押匯/貼現款項，本公司對貴行所負一切義務，如有下列情形之一者，貴行得以合理期間通知本公司後，暫停本公司各項業務關係與交易，且限制本公司不得繼續動用授信額度，或減少授信額度或縮短借款期限，或視為全部或部分到期，或逕行銷戶，終止各項業務關係：
 - (一) 貴行為控管洗錢及打擊資恐風險、執行洗錢防制作業及配合全球打擊犯罪之目的，於辦理出口押匯/貼現後之各項交易及執行定期審查作業時，得請本公司提供必要之個人、公司、實際受益人或對本公司行使控制權之人等資料與交易性質、目的、資金來源之說明；而本公司拒絕提供前開必要之資料時。
 - (二) 貴行研判本公司所有之帳戶有涉及非法活動、疑似洗錢、資助恐怖主義活動時。
 - (三) 本公司或本公司負責人為受經濟制裁、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體時。
- 七、本筆押匯/貼現款項處理方式如下：(於 內擇一註記)

- 全部結售貴行並將款項撥入本公司設於貴行之新台幣存款第 _____ 號帳戶。
- 全部撥入本公司設於貴行之外匯活期存款第 _____ 號帳戶。
- 金額 _____ 結售予貴行，並將款項撥入本公司設於貴行之新台幣存款第 _____ 號帳戶；其餘金額 _____ 請撥入本公司設於貴行之外匯活期存款第 _____ 號帳戶。
- 俟出口款項收妥後，請悉數撥入本公司設於貴行之 新台幣存款第 _____ 號帳戶。 外匯活期存款第 _____ 號帳戶。
- _____

申請人(中文):
(英文):
統一編號:
地址(中文):
(英文):
電話/聯絡人:

主 管
核章/經辦

(請蓋原留印鑑 Authorized Signature)

(For reference only)
APPLICATION FOR NEGOTIATION/DISCOUNT OF DRAFTS UNDER
DOCUMENTARY CREDIT

To : FIRST COMMERCIAL BANK

WE HEREBY SUBMIT THE DRAFT(S)/RECEIPT(S) NO. _____ FOR _____ DRAWN UNDER DOCUMENTARY CREDIT NO. _____ ISSUED BY _____ ACCOMPANIED BY THE FOLLOWING DOCUMENTS · PLEASE GRANT NEGOTIATION/DISCOUNT FOR THE SAID DRAFT(S)/RECEIPT(S).

Drafts	Commercial Invoice	Bill of Lading	Air Waybill	FCR/Post Receipt	Insurance Policy	Cert. of Origin.	Inspection Cert.	Weight List/Cert.	Packing List	Beneficiary's Cert.	

YOU ARE REQUESTED TO NEGOTIATE/DISCOUNT THE RELATIVE DOCUMENTS EVEN IF THEY ARE NOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CREDIT, THE UCP RULES AND INTERNATIONAL STANDARD BANKING PRACTICE. WE HEREBY UNDERTAKE TO INDEMNIFY YOU FOR WHATEVER LOSS AND/OR DAMAGES THAT YOU MAY SUSTAIN DUE TO YOUR SO DOING.

YOUR VERY TRULY,

(Authorized Signature)

1. WE CERTIFY THAT ALL ADVICE(S) RELATIVE TO CREDIT INSTRUMENTS INCLUDING ADVICE(S) OF AMENDMENT, IF ANY, HAVE BEEN SUBMITTED TO YOU WITHOUT FAILURE.
2. FOR THE PROCEEDS · PLEASE HAVE IT SETTLED IN ACCORDANCE WITH THE FOREIGN EXCHANGE REGULATIONS AS PROMULGATED BY OUR GOVERNMENT AUTHORITIES CONCERNED.
3. WE FURTHER MAKE IT KNOWN THAT WE AGREE TO STAND ANY LOSS WHICH MAY OCCUR THROUGH FLUCTUATION OF THE EXCHANGE RATES DURING THE TIME YOU ARE CHECKING THE DOCUMENTS BEFORE NEGOTIATION/DISCOUNT OR CONSEQUENT ON DELAYS IN NEGOTIATION/DISCOUNT UPON YOUR DISCOVERY OF SOME SHORTFALL(S) OR DISCREPANCY(IES) IN THE DOCUMENTS. AND WE UNDERTAKE THAT YOU WILL NOT BE HELD RESPONSIBILITY FOR ANY SUCH LOSSES.
4. IN CONSIDERATION OF YOUR NEGOTIATING/DISCOUNTING THE ABOVE-MENTIONED DOCUMENTS AND/OR DRAFT(S)/RECEIPT(S), WE GUARANTEE THAT YOU CAN RECEIVE THE PROCEEDS WITHIN 12 DAYS AFTER THE DATE YOU HAVE NEGOTIATED THE DOCUMENTS OR AT MATURITY OF THE DISCOUNTED DRAFT(S) OR ON THE DATE(S) DETERMINED IN ACCORDANCE WITH STIPULATIONS OF THE CREDIT. AND FURTHER UNDERTAKE TO HOLD YOU HARMLESS AND INDEMNIFY AGAINST ANY DISCREPANCY(IES) INCLUDING BANKRUPTCY OR LACK OF FOREIGN EXCHANGE OF ISSUING BANK AND/OR PAYING BANK POSTAL TRANSFER WHICH MAY CAUSE NON-PAYMENT AND/OR NON-ACCEPTANCE OF THE SAID DRAFT(S)/RECEIPT(S) AND WE SHALL REFUND YOU IN ORIGINAL CURRENCY THE WHOLE AND/OR PART OF THE DRAFT(S)/RECEIPT(S) AMOUNT TOGETHER WITH INTEREST CALCULATED ACCORDING TO YOUR PREVAILING FOREIGN EXCHANGE ADVANCE INTEREST RATE PLUS 2.50% P.A. AND/OR EXPENSES THAT MAY BE ACCRUED AND/OR INCURRED IN CONNECTION WITH THE ABOVE ON RECEIPT OF YOUR NOTICE TO THAT EFFECT.
WE SHALL NEVER REFUSE TO PAY OFF THE DEBT ON ANY EXCUSES OF LACK OF PREREQUISITES, INCOMPLETENESS OF VARIOUS LEGAL PROCEDURES OR EXTINCTION OF PRESCRIPTION, ETC.
5. WE HEREBY WILLINGLY DECLARE TO WAIVE ALL RIGHTS OF DEFENSE, AND EXEMPT FROM PROTEST, THE NOTICE OF SAFETY FOR CLAIMS OF BILLS, AND OTHER LEGAL PROCEDURES, AND WILL FULFILL RESPONSIBILITIES ACCORDING TO THE TERMS AND CONDITIONS LISTED IN "THE GENERAL LETTER OF HYPOTHECATION" OTHERWISE SIGNED BY US.
6. Unless otherwise agreed, regarding any obligations owed by me/us to the bank under our negotiation / discounting, if any of the following events occurs, the bank may, after giving me/us a prior notice or demand for repayment within a reasonable period, suspend all dealings with me/us and freeze credit line, reduce the credit line available to me/us, shorten the repayment term of relevant loans, deem part or all of the obligations due, or directly close account and determine business relations:
 - (1) In order to manage risk of anti-money laundering and countering terrorism financing, execute anti-money laundering procedures, and strengthen global collaboration to fight crime, the bank could require me/us providing necessary information about individuals, companies, beneficial owners, or the identity of the natural persons who ultimately have a controlling ownership interest in me/us and stating transaction natures, purposes, and capital resources when conducting transactions and reviewing periodically after issuing this application for negotiation/discount of drafts under documentary credit, however, i/we refuses to offer those information mentioned above.
 - (2) The bank decides that my/our account is involved in illegal activities, and suspicion of money laundering or terrorism financing activities.
 - (3) I/we or my/our responsible person is imposed economic sanctions, identified or investigated as terrorist by foreign government or international anti-money laundering organizations.
7. PLEASE BE GUIDED BY THE FOLLOWING INSTRUCTION MARKED "X" FOR HANDLING OF THE FOREIGN EXCHANGE PROCEEDS UNDER THIS NEGOTIATION/DISCOUNT :
 - THE FOREIGN EXCHANGE PROCEEDS IS TO BE SOLD TOTALLY IN EQUIVALENT NT\$ TO YOUR GOOD BANK, PLEASE CREDIT THE NT DOLLAR PROCEEDS TO OUR
 - DEMAND DEPOSITS-NT DOLLAR A/C NO. _____ WITH YOUR GOOD BANK
 - CHECKING DEPOSITS-NT DOLLAR
 - THE FOREIGN EXCHANGE PROCEEDS IS TO BE TOTALLY DEPOSITED TO OUR DEMAND DEPOSITS-FOREIGN EXCHANGE A/C NO. _____ WITH YOUR GOOD BANK
 - THE FOREIGN EXCHANGE PROCEEDS AMOUNT FOR _____ IS TO BE SOLD IN EQUIVALENT NT\$ TO YOUR- GOOD BANK, THE NT DOLLAR PROCEEDS WILL BE DEPOSITED TO OUR
 - DEMAND DEPOSITS-NT DOLLAR A/C NO. _____
 - CHECKING DEPOSITS-NT DOLLAR WITH YOUR GOOD BANK ; THE REST AMOUNT FOR _____ IS TO BE DEPOSITED TO OUR DEMAND DEPOSITS-FOREIGN EXCHANGE A/C NO. _____ WITH YOUR GOOD BANK.
 - WITH COLLECTED · THE COLLECTED FOREIGN EXCHANGE PROCEEDS IS TO BE DEPOSITED TO OUR
 - DEMAND DEPOSITS-NT DOLLAR
 - CHECKING DEPOSITS-NT DOLLAR A/C NO. _____ WITH YOUR GOOD BANK.
 - DEMAND DEPOSITS FOREIGN EXCHANGE.