

其他約定事項(消費者貸款專用)

Other Matters Agreed (for consumer loans)

一、債務人及擔保物提供人，切實聲明所提供之擔保物為擔保物提供人合法所有，他人對之並無任何權利，如有不實，債務人及擔保物提供人除應即另行提供抵押權人認可之其他相同或較高價值之擔保物或立即清償債務外，債務人及擔保物提供人並均願連帶負責賠償抵押權人因此所受之損害。

1 · The debtor and the collateral provider hereby declare that the collateral provided is legally owned by the collateral provider and that no other person has any rights over it. In the event of any inaccuracy, the debtor and the collateral provider shall, in addition to providing other collateral that is the same or of higher value as approved by the mortgagee or immediately repaying the loan, jointly and severally liable to indemnify the mortgagee for any damage suffered as a result.

二、擔保物因天災、事變或第三人行為等不可歸責於雙方當事人之事由致毀損、滅失或價值貶落時，債務人或擔保物提供人應即通知抵押權人，抵押權人得定相當期限請求主債務人提出與減少價額相當之擔保或清償減少價額相當之債務，債務人逾期不提出或清償者，抵押權人得請求主債務人清償全部債務。債務人及擔保物提供人，非經抵押權人書面同意，不得擅自將擔保物之全部或一部轉讓、出租、設定典權及出借與第三人或供第三人設定地上權。擔保物之變更、改良、增設及廢棄等情事，亦須先經抵押權人書面同意。如需要辦理變更登記時，債務人及擔保物提供人願立即辦理。

2 · Where the collateral provided is damaged, destroyed, or depreciated due to events not attributable to both parties, such as natural disasters, accidents, or third-party acts, the debtor or the collateral provider shall immediately notify the mortgagee. The mortgagee may request the principal debtor to provide the collateral equivalent to the price-reduced value or repay the debt in an amount equivalent to the price-reduced value within a reasonable period of time; in the event that the debtor fails to do so within the specified period, the mortgagee may request the principal debtor to pay off all debt. The debtor and the collateral provider shall not, without the written consent of the mortgagee, dispose of the entire or part of the collateral provided, lease it out, create a lien over it, or lend it to a third party or allow a third party to create a superficies on it. Any changes, improvements, additions, or abandonment of the collateral provided shall also require the prior written consent of the mortgagee. If necessary, the debtor and the collateral provider agree to immediately proceed with the change registration of the collateral provided.

債務人及擔保物提供人，對於抵押物願以善良管理人之注意，妥善使用及慎重保管，並不得怠於修理等保存上必要之行為，擔保物之稅捐、修理等一切費用，概由債務人及擔保物提供人連帶負責。

The debtor and the collateral provider are willing to exercise the due care of a good administrator to properly use and carefully keep the collateral provided, and shall not neglect to repair and other acts necessary for its preservation. The debtor and the collateral provider are jointly and severally liable for all the expenses of the collateral provided incurred, such as taxes and repairs.

三、擔保物應由債務人、擔保物提供人，按抵押權人規範之擔保品應投保保險金額向保險公司投保適當火險或(及)抵押權人認為必要之其他保險，前述保險之保單應載明抵押權人，並聲請保險公司在保險單上加註抵押權特約條款，一切費用概歸債務人及擔保物提供人連帶負責。**如債務人或擔保物提供人怠於辦理續保、加保手續時，抵押權人得代為辦理及墊付費用，抵押權人所墊付保險費用應由債務人或擔保物提供人立即償還，否則應自墊付日起按墊付日抵押權人牌告放款基準利率-季調加年率四·五%計息。惟抵押權人並無代為投保或墊付保險費之義務。**

3 · The collateral provided shall be insured by the debtor and the collateral provider with appropriate fire insurance or (and) other insurance deemed necessary by the mortgagee according to the insurance amount specified by the mortgagee. The foregoing insurance policy shall specify the mortgagee and request the insurance company to add a mortgage clause to the insurance policy, with all the costs incurred thereof being jointly and severally liable by the debtor and the collateral provider. **Where the debtor or the collateral provider fails to renew or add insurance coverage against the collateral provided, the mortgagee may proceed with such renewal or addition of insurance coverage, and advance the insurance on behalf of the debtor or the collateral provider and pay the costs incurred thereof. The debtor or collateral provider shall immediately reimburse the insurance premiums and any other expenses paid by the mortgagee; otherwise, the mortgagee may charge interest on the amount paid from the date of payment at the Base Rate-quarterly adjustment announced by the mortgagee plus 4.5% per annum. However, the mortgagee is not obligatory to insure or pay insurance premiums and other related expenses on behalf of the debtor or the collateral provider.**

擔保物如遭受損失，在未經領受賠償價款以前，抵押權人如認為必要時，得要求另行提供相當擔保物，債務人及擔保物提供人亦願照辦。

Where the collateral provided suffers losses, and the insurance proceeds have not been received yet, the mortgagee may deem necessary to require the debtor or the collateral provider to provide additional equivalent collateral as an instead, which is to be complied with by the debtor and the collateral provider.

四、本件擔保物之土地及房屋之抵押權效力及於抵押權設定前與設定後之該土地上水利權、建築物（包括本抵押不動產附連之建築物）、地上物、花園、樹木及附屬該房屋之全部設備，即自來水、煤氣、電氣、冷暖氣暨衛生設施等一切物件。

4 · The validity of the mortgage on the land and house in this collateral provided shall extend to the water rights, buildings (including buildings attached to this mortgaged real property), land improvements, gardens, trees, and all equipment attached to the house, namely, everything such as, water, gas, electricity, heating and cooling, and sanitary facilities, both before and after the mortgage is established.

本件對擔保物中之機械、器具、水電及交通等設備之抵押權效力，及於其主物、附屬物、貯藏於廠內或倉內之零件、備用品及工具等與主物有關連之一切物品。

The validity of the mortgage on the machinery, equipment, water and electricity, and transportation equipment in this collateral provided shall extend to the principal thing, accessories, spare parts, supplies and tools stored in the factory or warehouse, as well as everything related to the principal thing.

Consumer Loan 033 【Chinese-English Version, November 2021】 (3-2)

