**出 口 押 匯 申 請 書**

**Application for Export Negotiation**

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| 致:台新國際商業銀行  To :Taishin InternationalBank(the “Bank”) | | | | | | | | | | | |  | | | | | | 申請日期DATE | | |  | | | | | |
| 本行編號 REF. NO. | | |  | | | | | |
|  | | | | | | | | | | | |  | | | | | |  | | | | | |
| 茲檢附本公司下列文件及/或匯票（金額      ），根據開狀銀行 (      )所開信用狀號碼(       )及其修狀(次數       )  We hereby send you the following documents and/or draft attached hereto for amount  drawn under L/C no.       and number(s) of Amendment      issued by  國際商品統一分類代碼 (HS Code) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 申請以下項目and apply for：  押匯墊款(若不獲貴行核可，同意改以託收處理）  Negotiation (We agree to change our application to Collection under L/C if our application for negotiation is declined.)  信用狀項下託收 Collection under the L/C | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DOCS | Draft | | Invoice | | B/L、AWB、FCR | | Cert. of Origin | | | Insurance cert./Policy | | | Packing/Weight List | | | | Insp./Survey Cert. | | BNF Cert. | Shipping Advice | | | Carrier Cert. | |  |  |
| copies |  | |  | |  | |  | | |  | | |  | | | |  | |  |  | | |  | |  |  |
| 請確實依據檢附單據份數填寫，若未填寫或不一致，則以 貴行實際收到份數為主  If the number of copies above is not specified or not in conformity to the number of copies submitted, Taishin International Bank (herein “you” or the “Bank”), with no liability whatsoever, is entitled to correct the number of copies specified above.  檢附單據如須修改， 貴行經本公司通知後，得逕予採取適當處理措施  Upon receipt of any specific instruction from us to amend any document submitted, the Bank is entitled to take any action which the Bank at its sole discretion deems necessary and proper in accordance to such amendment.  如經 貴行核准墊款，但本公司所提有關文件內容與上項信用狀條款不符時， 貴行得(但無義務)仍予辦理押匯，如 貴行因此而受有任何損害，概由本公司負全部責任  We agree that the Bank may, but under no obligation, negotiate the documents listed above without any responsibility or liability on your part, even if the documents bear the discrepancy with the term of L/C. We undertake to indemnify you and hold you harmless against any and all liabilities or damages of any nature in any way arising from or relating to such negotiation. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 拒付案件指示：本申請案件若遭開狀/保兌/指定銀行拒絕付款，本公司同意 貴行指示前揭銀行留置單據直到進口商拋棄瑕疵之主張，且同意接受拋棄，或於同意拋棄接受前收到本公司進一步之指示  If any Issuing/Confirming/Nominated bank determines to refuse to honor/negotiate, we authorize you to instruct the bank to hold the documents until(1) it receives a waiver from the applicant and thus agrees to accept it, or (2) it receives further instructions from us prior to agreeing to accept a waiver | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 付款方式及指示Payment Instructions： | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.本筆款項若有下列各項須扣除/還，請填載  Please deduct below items from the proceeds, if any： | | | | | | | | | | | | | | 2.扣除左列款項後(如有指示)，請按下列方式處理為荷  After deducting the amount mentioned on left side, please proceed as follow： | | | | | | | | | | | | |
| 外幣貸款(foreign currency loan) 編號ref. no.       金額Amount  代理商佣金(agent commission) 金額Amount  Transfer L/C 編號ref. no.     金額Amount  Back to Back L/C 編號ref. no.     金額Amount | | | | | | | | | | | | | | 請存入 貴行本公司 外匯存款帳號 新台幣存款帳號  Please credit the net proceeds to our foreign currency/NT Dollar account with your bank. (A/C No      )  請交割預售遠期外匯（單號     ）  Please settle our forward exchange contract No.  其他Others | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| /以下由銀行填寫(For Bank Use Only) | | | | | | | | | | | | | | | | 本公司願遵守本申請書及背面所列及其他授信契約所訂各條款(以貴行紀錄為憑) We hereby agrees the Terms and Conditions of Export Negotiation/Collection under the L/C attached hereto (or on the reverse side hereof), together with all other contracts related to the credit extended by the Bank. Records maintained by the Bank should be the conclusive evidence for the matter hereof.      申 請 人 印 鑑 Authorized Signature | | | | | | | | | | |
| 利率  □掛牌 + / - \_\_\_\_\_\_%  □成本 + / - \_\_\_\_\_\_% ALL IN\_\_\_\_\_\_%  □其他\_\_\_\_\_\_\_\_\_\_\_  最長承作天期 天 | | | | | | | | | | | | | 送件單位 | |  |
| 主  管 | |
| 出押息  □標準  □ 天  □其他:\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | 瑕疵息  □標準  □\_\_\_\_\_\_天  □免收 | | | | 轉押匯息  □標準  □\_\_\_\_\_\_\_天  □免收 | | | | | 經  辦 | |
| 押匯手續費  □標準  □ %，  最低 | | 轉押匯手續費  □標準  □ %，  最低 | | | | 電報費  □標準  □固定每筆\_\_\_\_\_  □免收 | | | 航郵費/快遞費  □標準  □固定每筆\_\_\_\_\_  □免收 | | | | 驗  印 | |
| 公司名稱Company name | | | | | | | | | | |
| 特殊條件  □開狀行特定國別加收手續費優惠為\_\_\_\_\_\_\_\_\_\_\_\_\_  □求償郵電費優惠為\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □其他\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | 業務單位 | | | | 統一編號Registration no. | | | | | | | | | | |
| 電話Tel | | | | | | 聯絡人Contact | | | | |
|  |  | | | | | | | | | | |
| 本申請書之約定條款部份得由申請人自行留存, 無須一併送回。申請書如超過一頁以上, 請於跨頁處加蓋騎縫章。  The application sent by the Applicant does not need to include the Terms and Conditions of Export Negotiation/Collection under the L/C on the reverse side hereof. Please apply a paging seal if the application contains more than one page. FO-02 110.11 | | | | | | | | | | | | | | | | | | | | | | | | | | |

約定條款Terms and Conditions of Export Negotiation/Collection under the L/C

**一、本公司證明所有與本筆出口押匯/信用狀項下託收有關的信用狀通知書類，包括修改通知書等業經向 貴行提示無誤。**

We hereby certify that all advices relative to credit instruments including amendment advice(s) thereof, if any, have been submitted to you and they are accurate and true.

**二、 本公司聲明並承諾所交付或置換予 貴行之單據皆為真實、合法、有效。若有偽造、變造、或其它瑕疵，致生任何糾葛，概與 貴行無涉，如造成 貴行損害，申請人願負賠償責任。**

We hereby represent and warrant that the documents submitted to you or replaced thereafter are true, legal and effective. If any of the documents is forged, counterfeited or defective and therefore lead to any disputes, we agree to be responsible for any damages you may incur.

**三、為促進押匯單據流程之順利，本公司茲不可撤銷地授權 貴行得依信用狀條款之規定，或單據之一致性，以更正戳記全權代理本公司逕行修改單據。本公司對於 貴行因提供此項服務所生之任何損失及責任，願負完全賠償之責，絕無異議。**

For the purpose of facilitating the processing of our export documents, we hereby irrevocably authorize you to act on our behalf to make minor alterations on the export documents with a correction chop pursuant to the term of the L/C. We shall indemnify you against all claims and liabilities incurred by you in connection with such alternation.

**四、本公司茲此保證絕不使 貴行因墊付上款押匯匯票/單據而遭致任何損失。上項單據因瑕疵，不論由 貴行指出或開狀/保兌等銀行舉列，如發生拒付或拒絕承兌該匯票/單據金額全部或一部份等情事，本公司於接獲 貴行通知後，願立即償還墊款本金加計利息，並願負擔一切因此而支出之費用。**

In consideration of your negotiating the above mentioned draft/documents, we undertake to hold you harmless and indemnify against any discrepancy as may be sequentially found by you or the L/C Issuing/Confirming/Nominated bank which may cause non-payment and/or non-acceptance of the said drafts/documents and we shall refund you in original currency the whole and/or part of the bill amount with interest and/or expenses that may be incurred, upon receipt your notice to that effect.

**五、本公司同意因單據上之欠缺、瑕疵、或因單據正由 貴行審核中致不能即時辦理押匯時，有關匯率變動之風險概由本公司負一切責任。**

We will be responsible for the risk of currency rate fluctuation if an improper documenting hampers because of the insufficiency、defect or paper checking and loan extending by you.

**六、本公司充分瞭解並同意 貴行於求償時，補償銀行、開狀銀行或中間銀行得由求償金額中逕行扣除電報費、瑕疵費等各項費用。除另有約定外，就此些費用或應支付貴行之利息，本公司授權 貴行得憑該些銀行之電報、對帳單或任何形式通知，逕行於本公司於 貴行帳戶內款項扣除。若本公司於貴行無帳戶，本公司須於上述費用發生之日起，逕行匯入 貴行所指定帳戶。**

We fully understand and agree that issuing bank, reimbursing bank or any other correspondent bank may deduct all banking charges, such as cable or discrepancy fee, from the proceeds payable to us. We also authorize you to debit our account for such banking charges, in accordance with the advices or statements made by issuing bank, reimbursing bank or any correspondent bank, and any interests payable to you. If we have not maintained any account with you, we covenant to remit all the banking charges and interests above to the account designated by you.

**七、本公司同意依與 貴行就議定之收費項目、收費計價單位及收費金額(下稱「收費標準」)繳納本交易相關費用，若無另行議定則依 貴行網站公告之收費標準計收。公告收費標準如有調整， 貴行應於調整生效日六十日前於 貴行之網站上公告其內容，本公司得於該期間內終止合約，逾期未終止者，視為同意該調整。本公司願付清 貴行代墊之稅捐及保險費等。如因任何情事致 貴行請求返還押匯款項，本公司應立即以押匯幣別返還全數款項。 貴行為本公司辦理此揭所載業務如受有損害，本公司亦將負擔損害賠償責任，絕無異議。**

We agree to pay transaction-related charges in accordance with the charge item and unit price (hereinafter referred to as “standard charge”) negotiated with the Bank. If no negotiation on the charges has been made, we agree to pay transaction-related charges based on the standard charge published on the Bank’s website. Adjustments to published standard charge must be announced at least 60 days in advance of the effective date on the Bank’s website. If the contract between us is not terminated within the notice period, the adjustment will be deemed to have been agreed by us. We will pay tax or insurance premium in full amount measured by you. Upon your request, we will immediately refund the negotiation amount to you in original currency. We agree to indemnify and hold you harmless against any loss or damages.

**八、本公司之地址如有變更，應即向 貴行辦理變更手續。 貴行將有關文書向本公司留存於 貴行印鑑卡客戶基本資料之地址或本公司最後申請變更(並經 貴行接受)之地址發出後，經通常之郵遞期間即視為到達。本公司同意 貴行得於登記之特定目的項下，蒐集、電腦處理、國際傳遞及利用本公司之資料，並得於特定目的外之利用。 貴行亦得將本公司之資料提供給財團法人金融聯合徵信中心、環球銀行財務電信協會(S.W.I.F.T)、銀行同業及其他經主管機關指定或與 貴行因業務需要訂有契約之機構(以下稱前揭機構)，前揭機構得於其營業項目或章程所訂業務之需要等特定目的項下，蒐集、處理、國際傳遞及利用本公司之資料。**

We will inform you immediately if we change our office address. Any communication or document made or delivered to the latest address on the Seal Card or application of change accepted by us will be deemed to have been made or delivered after normal delivery time. We agree and authorize you to use our information including collecting, computer processing, international transmission, and any form of usage necessary for the matter hereof. You may offer our information to the Joint Credit Information Center and Society For Worldwide Interbank Financial Telecommunication (S.W.I.F.T) or any other banks in connected with the matter hereof for computer processing and utilization.

**九、本公司負責保證 貴行依照信用狀條款規定收妥付款，並保證絶不使 貴行因辦理本筆押匯而遭致任何損害。本筆押匯如發生退單、拒付、因開狀銀行或付款銀行倒閉或外匯短缺等情事，致 貴行未能於上述期限內收妥款項時，不論短缺者為該票據金額之全數或一部，本公司於接獲 貴行通知後，願立即如數清償押匯墊款本金以及超過本行墊付天期之利息，絶無異議(包含但不限於不以各項手續費不完備、或時效消滅等情事為由拒絕清償)。**

In consideration of your negotiating the documents and/or draft(s) mentioned above, we guarantee that you will receive the proceeds according to the terms and conditions of L/C. We also undertake to hold you harmless and indemnify you against any loss or damages due to any non-payment and/or non-acceptance of the said draft(s)/receipt(s) arising from all causes, including but not limited to discrepancy(ies), bankruptcy of issuing bank or its lack of foreign exchange. In such case, we will refund you in original currency the whole and/or part of the draft(s)/receipt(s) amount together with interest (including default interest) calculated. We agree we will not refuse to pay such refund for whatever reasons, including but not limited to incompleteness of any procedures required, invalid service of process or statute of limitations, etc.

**十、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，亦願依照本公司另與貴行簽訂之『授信合約書』所列條款履行責任。**

We hereby, to the degree allowed by applicable law, voluntarily waive all defenses and exempt you from making any protest, notice, the notice of safety for claims of bills, and other legal procedures, and will fulfill responsibilities according to the terms and conditions set forth in “Loan Agreement.”

**十一、如經 貴行或任何其他金融機構認定本交易或相關帳戶實際或可能涉及不法活動、恐怖份子、被制裁人士或其他涉及不法活動之人士、團體或機構，或與前述事項有關時，貴行得自行或指示任何其他金融機構(或依其指示)對本交易之受益人、付款人、最終受益人並相關資料及通訊進行查核。 貴行並得不經本公司之同意，逕行停止或終止、撤銷或拒絕交易並調整相關帳目。 貴行就本公司交易因此而遲延、終止、拒絕或失敗所生損失或損害不負任何責任。**

In the event that the bank or any other bank or financial institution, at your or its sole discretion, determine that any transaction or account hereof may actually or suspiciously involve illegal activities, terrorism, sanctioned persons, or any person, group, or organization in connected therewith, the bank may investigate, or instruct other banks or financial institutions to investigate the beneficiary, the payer, the ultimate beneficiary or all information or communications pertaining thereto. The bank may cease, terminate, rescind or refuse to process the transaction and reverse related account entries, without our consent. The bank will not be liable for any loss or damages incurred by us arising out of the delay, termination, refusal or failure of such transaction.

**十二、本公司茲同意 貴行得委由包括本國及其他國家地區之另一銀行或金融機構代為提供本申請書所載之服務或代為處理本公司與 貴行往來交易之一部或全部，並同意 貴行得將本公司資料及相關交易資料於前述指定或利用之目的及範圍內提供予該銀行或金融機構。**

We further agree that the bank may engage any third party, including any other bank or financial institution, for the purpose of providing the services or processing part or all the transactions, as stated herein, and the bank may provide our personally identifiable information and related transaction data to such bank or financial institution within the scope and for the purpose of such engagement.

**十三、本筆交易款項應按相關外匯管理等規定辦理給付。除非另有敘明，本筆押匯係依據最新訂定之國際商會信用狀統一慣例。**

All proceeds will be settled in accordance with the regulations governing foreign exchange. Unless otherwise agreed, negotiation hereunder shall subject to the latest effective version of “Uniform Customs and Practice for Documentary Credits”issued by the ICC Publication.

**十四、本申請書英譯僅供參考，概以中文為準。若有未盡事宜，悉依一般銀行慣例及有關法令辦理。本申請書以中華民國法律為準據法，關於本申請書有關事項所生之一切訴訟，除依消費者保護法第47條所定之管轄法院外，申請人同意由臺灣臺北地方法院為雙方合意之第一審管轄法院。若訴訟符合民事訴訟法小額訴訟事件者，則不適用關於雙方合意第一審管轄法院之約定。**

The English translation hereof is for reference only. In case of any discrepancy, the Chinese version shall prevail. Any matters not specified herein shall be governed by the rules and policies prescribed by the general banking practice and the relevant laws and regulations. This Application shall be governed and construed in accordance with the laws of REPUBLIC OF CHINA. Except from the jurisdiction court assigned in Article 47 of Consumer Protection Act, the Applicant agrees that the Taipei District Court shall also have jurisdiction for first sentence by mutual consent to settle any dispute arising out of or in connection herewith. The Agreement of mutual consent jurisdiction court for first sentence does not apply to the situation when the litigation falls into the category of Small-Claim Proceeding in Code of Civil Procedure. FO-02 110.11