



買入光票或 光票託收申請暨約定書

Application and Terms and Conditions for  Negotiation/  Collection of Clean Bills

|   |  |
|---|--|
| <b>申請人 Applicant</b><br>中文名<br>Chinese Name: _____<br>英文名<br>English Name: _____<br>證號/統編 ID No.: _____ 電話 TEL: _____<br>地址 Address: _____<br>_____ | <b>代理人 Representative</b><br>姓名<br>Name: _____<br>證號/統編 ID No.: _____<br>電話 TEL: _____ |
|---|--|

申請人檢附外幣票據(限同一幣別:\_\_\_\_\_, 共計\_\_張), 其詳細內容如下, 請惠予買入/託收:

The Applicant hereby enclose herewith total of \_\_\_\_\_ piece/s of Negotiation/Collection clean bill(s) in \_\_\_\_\_ (currency type) (all bills have to be denominated in same currency), detailed as follows:

| 發票日<br>Issue date   | 付款銀行<br>Paying Bank/Drawee | 匯票/票據號碼<br>Draft/Check No.             | 幣別/金額<br>Currency/Amount |
|---|----------------------------|--|--------------------------|
|   |                            |  |                          |
|   |                            |  |                          |
|   |                            |  |                          |
|   |                            |  |                          |
| 本筆款項收妥後請依下列方式支付 Payment Instruction<br><input type="checkbox"/> 存入台/外幣帳號 Credit to A/C : _____<br>(限存入申請人開立於本行之帳戶 Which shall be an account opened with the Bank) |                            | 性質:<br>Nature                          | 國別:<br>Country           |
|   |                            | 總金額(含幣別):<br>Currency and Total Amount |                          |

此致  
 台新國際商業銀行  
 \*申請人已詳閱並同意遵守「收兌外幣票據約定書」所載列之各項條款。  
 The applicant has read and understood the Terms and Conditions for Negotiation/Collection of Clean Bills as provided by the Bank and agreed that this transaction is made in accordance therewith, and shall be subject to the same.

申請人簽章(請親簽或簽蓋本行原留印鑑):  
**Applicant's Signature/Seal**

**以下欄位由銀行填寫 For bank use only :**

DBU 非自然人經濟部網站查詢結果: 核准設立 核准登記 其他(請述明)\_\_\_\_\_

|       |                   |   |  |      |     |       |         |
|-------|-------------------|---|--|------|-----|-------|---------|
| 費用收取  | 手續費<br>郵電費        | <input type="checkbox"/> 內扣 <input type="checkbox"/> 外收 <input type="checkbox"/> 減免 幣別:_____ 金額:_____ |  |      |     |       |         |
| 送件方式  | Cash Letter       | <input type="checkbox"/>  | 經權責主管核決項目<br><input type="checkbox"/> 光票買入<br><input type="checkbox"/> 其他(應請敘明案由): |      |     |       |         |
|       | 優惠託收              | <input type="checkbox"/>  |  |      |     |       |         |
|       | Collection Letter | <input type="checkbox"/>  |  |      |     |       |         |
| 外匯單位: | 受理單位:             |   | 業務單位(核決主管)   |      |     |       |         |
| 主管    | 經辦                | 主管  | 驗印   | 證照核對 | 處主管 | 區/部主管 | RM/分行經理 |

本申請書之約定條款部分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 for Negotiation/Collection of Clean Bills". Please affix a paging seal if the application contains more than one page.

第一聯：外匯指定銀行留存  
第二聯：受理單位留存  
第三聯：客戶留存

## 收兌外幣票據約定書 Terms and Conditions for Negotiation/Collection of Clean Bills

立約定書人(即申請人, 以下簡稱立約人)為便於現在及將來申請貴行買入或代收外幣票據, 特立本約定書, 並願遵守下列條款。  
For the purpose of foreign currency bills negotiation (collection), the Applicant agrees to the following terms and conditions:

- 第一條 立約人茲聲明並擔保所委請貴行買入或代收之外幣票據, 並無偽造、變造或其他瑕疵。**若日後因前述情事或瑕疵致 貴行受有損害或費用, 應由立約人負損害賠償責任或填補之。**The Applicant hereby represents and warrants that all the clean bills in foreign currencies presented hereunder for negotiation (collection) are neither forged, altered nor have any other defect. The Applicant shall be fully liable for any loss, damage or cost incurred by the bank as a result of the aforesaid defect.
- 第二條 立約人委請貴行買入或代收之外幣票據, 經 貴行交付郵局或其他貴行認為適當之遞送方式及遞送地址而遺失、毀損或遲延所生直接或間接損害應與貴行無涉, 立約人並願即時辦理掛失止付手續並另提供同一金額之外幣票據交付貴行, 或償還向貴行所領票款。**如貴行因此而受有損害或支出相關費用, 應由立約人賠償或補償。**In the case that the clean bills represented by the Applicant for negotiation (collection) is delivered from the Bank to the postal office or any other carrier with any delivery address deemed appropriate by the Bank, the Bank shall not be responsible for any direct or indirect loss, damage or delay resulted from the delivery. If required, the Applicant agrees to apply for report lost and stop payment in a timely manner provides a replacement foreign currency bill with same amount as the lost bill or repays the full amount received from the Bank. The Applicant shall be fully liable for any loss, damage or cost incurred by the Bank upon the occurrence of the above event.
- 第三條 立約人申請貴行買入或委託貴行代收之外幣票據, 如於領取票款後發生退票或短收或其他糾紛, 除係因貴行之故意或重大過失所致者外, 不論是否係因可歸責於立約人之事由所致, 退票時點為何或退票之原件票據是否寄還貴行, 一經貴行通知, **立約人應立即按還款日貴行牌告賣出匯率償還貴行墊款或代收之票款,**且應自貴行墊款日或代收票款入帳日起至還款日止(扣除已收利息日數), 按貴行墊款或代收票款入帳當時訂定之外幣牌告利率計付利息, 並應償付貴行因此所支付之一切費用。Except gross negligence or willful misconduct of the Bank, the Applicant agrees that, irrespective of any cause or whether the clean bills be bounced before or after the payment amount of such clean bills has been credited or after the Applicant has withdrawn against the payment, upon notification by the Bank, the Applicant shall repay in full amount advanced by the Bank, interest accrued in accordance with the prime rate for loan of the Bank according to the original currency, and any loss or cost incurred by the Bank.
- 第四條 **申請人同意如因票據正由貴行審核處理中, 致不能及時完成票款結付手續, 而使申請人蒙受匯率變動損失時, 概由申請人自行負擔與貴行無涉。**The Applicant agrees that if the negotiation (collection) process cannot be completed on time due to ongoing review of the clean bills, the Applicant shall be fully liable for any loss resulting from exchange rate fluctuation.
- 第五條 申請人申請貴行買入之外幣票據, 如經貴行認定其抬頭人之名稱與申請人之名稱略有不同, 申請人茲此聲明貴行得信任該票據確為申請人經由合法方式取得, **倘有任何糾葛, 概由申請人自行負責與貴行無涉,**但貴行並無同意買入之義務。If the Bank concludes that the Applicant's name is inconsistent with the Payee's name on the clean bills presented by the Applicant for negotiation (collection), the Bank reserves the right to reject the clean bills, the Applicant declares and confirms that the clean bills is obtained by lawful means, and the Applicant shall be fully liable for any dispute arising in relation to such clean bills.
- 第六條 立約人委請貴行買入或代收之外幣票據, 因故不能兌現或遭退票時, 除已以書面委託貴行且經貴行同意者外, 貴行無義務作為作成拒絕證書及採取任何保全票據權利之行為。Unless otherwise requested by the Applicant and agreed by the Bank both in writing, in the event of dishonor of any clean bills, the Bank shall not be responsible to make a protest or take any other action, for or on behalf of the Applicant, to preserve the Applicant's rights to such clean bills.
- 第七條 貴行得自由選定貴行之任何通匯銀行為代收銀行, **如立約人已指定代收銀行, 貴行亦得自行變更之。**The Bank may appoint any correspondent bank as the collecting bank, even in the event that the Applicant has designated a specific collection bank.
- 第八條 立約人委請貴行買入或代收之外幣票據, 貴行得為防止遺失、保全債權等目的或依銀行業實務慣例, 於票據上或其背面, 為任何文字或符號之記載。如票據之後遭退票時, 貴行得將載有前述文字或符號之票據退還立約人。The Applicant agrees that, for the purpose of preventing the clean bills from being lost, securing the claim or following the banking practice, the Bank may write down any word or mark on the front or reverse side of the clean bills. In the event of dishonor of any clean bills, the Bank may return such clean bills as it is to the Applicant.
- 第九條 **立約人委請貴行買入或代收外幣票據所生手續費及郵電費, 應由立約人負擔,**因辦理前述事項而須進行通訊、確認票款收妥與否或辦理相關程序所生之費用亦同。The Applicant agrees that any necessary handling fees, postage, telecommunication fees and any other fees in relation to the clean bills in foreign currencies presented hereunder for negotiation (collection) shall be borne by the applicant.
- 第十條 立約人委請貴行買入或代收之外幣票據, 如經付款人要求延期付款, 貴行及代收行於徵得委託人同意後得同意該項延期請求。**貴行及代收行就立約人同意後所生之事故及損害不負責任何責任, 如貴行因此產生損失, 應由立約人負損害賠償責任。**The payer's delay of payment request can only be accepted after agreed upon by the Applicant, the Bank and the correspondent bank shall not be responsible for any loss and damage arising from acceptance of the request, and the Applicant shall hold the Bank harmless and keep the Bank fully indemnified against all loss, damage, or cost.
- 第十一條 本約定書以貴行所在地為履行地。立約人茲同意(並已使連帶保證人同意)因本合約所生或與之相關之所有法律行動或程序, 除依消費者保護法所定之管轄法院外, 立約人同意由臺灣台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, 則不適用於雙方合意第一審管轄法院之約定。The Applicant (including the joint guarantor) agrees that this Application and Terms and Conditions shall be governed by and construed in accordance with the laws of Taiwan, and except for the District Court appointed by the Consumer Protection Act or for small claim civil litigation cases, Taipei District Court shall be the court having non-exclusive jurisdiction of first instance for any dispute arising from or relating to this Application and Terms and Conditions.
- 第十二條 本約定書未盡事宜, 除依與貴行另行簽訂之授信相關約據、銀行公會所訂相關慣例或準則以及國際商會最新版本之「託收統一規則」(Uniform Rules for the Collection) 外, 立約人願按與貴行另行議定之約定辦理。Other matters which are not expressly provided for herein shall be handled in accordance with other credit related agreement signed between the Applicant and the Bank, relative laws or regulation promulgated by the competent authorities, the Uniform Rules for Collections, adopted and published by the International Chamber of Commerce Publication, or any other terms and conditions agreed by the Applicant and the Bank.
- 第十三條 立約人確認已知悉依美國票據法「The Check Clearing for the 21st Century Act」(若其後有修訂者, 從其修訂內容)之規定, 立約人委託貴行託收或買入之外幣票據如因故無法兌現而遭退票, 貴行並無退回票據正本之義務, 而得將國外退回之光票影像或替代支票(substitute check)返還立約人。如其他國家之票據相關法令有類似規定或作法者, 貴行亦得從其規定。According to "The Check Clearing for the 21<sup>st</sup> Century Act" as stipulated by the U.S. (if the aforementioned regulation have specific amendments, such amendments shall prevail), the Applicant acknowledge and agrees that, in the event a clean bill is returned which has been requested by the Applicant to negotiation (collection) for any reason, the Applicant may receive a returned clean bill image or a returned substitute clean bill, instead of a returned original paper clean bill. If other countries have similar acts or regulations in place, aforementioned shall be applied as well.
- 第十四條 立約人同意 貴行於業務範圍及法令規定之特定目的範圍內, 得蒐集、處理、利用或國際傳輸立約人之個人資料及交易資料等; 其利用範圍包括台新銀行、台新銀行海外分支機構、通匯行、未受中央目的事業主管機關限制之國際傳輸個人資料之接收者、台新銀行往來之金融機構, 依法有調查權之機關或金融監督機關、或其他依相關法律規定得對之揭露之機關或個人, 及其他經主管機關指定之機構, 相關資料將依法令或 貴行規定之保存期限保存。有關個人資料保護法詳細資訊, 請詳台新銀行官方網站。如立約人提供的資料包括其他人個人資料時, 立約人應自行告知該第三人有關個人資料利用範圍。The Applicant agrees that, for the specific purposes of conducting business or complying with related laws and regulations, transaction related information or Applicant's personal data may be collected, saved, utilized, used or internationally transmitted by the Bank, the Bank's overseas branches, the Bank's correspondent banks, international transmission receiver not limited by the competent authorities, financial institutions having business relationship with the Bank, competent authorities, financial supervisory agencies, any other agencies or individuals permitted by related laws, or any other agencies designated by the competent authorities. All related information shall be preserved according to related laws/regulations or the Bank's policies. Please refer to the Bank's official website for more information on Personal Information Protection Act. The Applicant agrees to inform any third party regarding the personal information use and the above context if such third party's personal data is included in the application information provided by the Applicant.
- 第十五條 本申請暨約定書以中文及英文作成, 如中、英文版有歧異, 以中文版為準。This Application and Terms and Conditions are made in both Chinese and English. In case of any discrepancy between the Chinese and English versions, the Chinese version shall prevail.