

Application for Commercial Letter of Credit 商業信用狀申請書



FAX (02)2578-8715 or (02)2578-7311

Mail to 7 floor No.16, Sec. 4, Nanjing E. Rd., Songshan Dist.,

Taipei City 105, Taiwan (R.O.C.), ATTN: Trade Dept.

Delivery cut off time: 3:30 pm (Mon-Fri)

傳真專線 FAX (02)2578-8715 or (02)2578-7311

請將正本郵寄至：台北市松山區南京東路4段16號 7樓 TRADE DEPT收

截止收件時間：3:30 p.m. (星期一至五)

花旗台灣客戶服務專線: 2576-6966

Citibank Taiwan Limited/Citibank Taiwan Limited Offshore Banking Branch

花旗（台灣）商業銀行/花旗（台灣）商業銀行國際金融業務分行

The undersigned hereby requests you to open (or cause to be opened via another branch of Citibank as you may select) by"

☐ Detail Cable/全電 ☐ Courier/快遞 ☐ Hand/自取 your irrevocable credit (herein after called the "Credit")

All * fields are mandatory/所有 * 欄位皆為必填項目

Application Date/申請日期

Clients Reference Number/客戶參考編號

Applicant*/ 申請人*				Beneficiary*/ 受益人*			
Address*/ 地址*				Address*/ 地址*			
Country*/ 國家或地區*				Country*/ 國家或地區*			
Contact/ 聯絡人		Phone/ 電話		Contact/ 聯絡人		Phone/ 電話	
Advising Bank/ 通知銀行				Expiry Date*/ 到期日*		Expiry Place*/ 到期地點*	
Address/ 地址				Currency/ 幣種			Amount*/ 金額*
				Written in Words/ 大寫金額			
				Tolerance/ 浮動範圍	Amount/ 金額	+	/ -
Country*/ 國家或地區*					Quantity/ 數量	+	/ -

Type of Credit*/信用狀類型* ☐ Transferable/可轉讓

Confirmation Instruction/保兌指示

☐ Confirm/保兌 ☐ May Add Confirmation/可加保兌 ☐ Without confirmation//無保兌 Confirming Bank/保兌銀行：

Subject to the following terms and conditions, please issue the Credit available by (select one)/

根據以下條款及條件，請簽發以下信用狀（任選一項）

☐ Negotiation/讓購 ☐ Payment/付款 ☐ Acceptance/承兌 ☐ Deferred Payment/延期付款 of the beneficiary draft²/針對受益人匯票²

Available with/受理銀行：☐ Any Bank or/任何銀行或 ☐ Bank/銀行

² If available by Deferred payment, draft is not required./如果可以延期付款兌現，則無需匯票。

AVAILABLE BY DRAFT AT: */匯票付款期限*

☐ Sight/即期信用狀

☐ SIGHT (Interest for Applicant's account) TENOR _____ DAYS/買方遠期信用狀，以實際可使用信用額度為限

☐ USANCE (Interest for Beneficiary's account) TENOR _____ DAYS AFTER ☐ SIGHT ☐ B/L DATE /賣方遠期信用狀

Drawn On*/匯票付款人*

☐ Citibank Taiwan Limited.	for/ 支付	% of invoice amount/ % 的發票金額
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(Name and Address of paying or accepting bank, if any)/(付款或承兌銀行的名稱和地址，如有)

Shipment Terms/裝運條款

Place of Receipt*/ 收貨地點*		Place of Delivery*/ 交貨地點*	
Port of Loading/Airport of Departure*/ 裝載港/起運機場*		Port of Discharge/Airport of Destination*/ 卸貨港/目的地機場*	
Latest Shipment Date*/ 最遲裝運日期*	Presentation Period/ 交單期限	From Document/ 來自單據	21 days unless otherwise stated. ^{3/} 21 天，除非另外指明。 ³
Incoterms: As per incoterm 2010 unless otherwise stated/ 《國際貿易術語解釋 通則》： 依照《2010 年國際貿 易術語解釋通則》， 除非另外指明	☐ FOB/裝運港船 上交貨價	☐ CFR/ 成本加運費	☐ CIF/成本加保險費和 運費
		☐ Other/ 其他：	
Partial Shipment/ 分批裝運	☐ Allowed/ 允許	☐ Prohibited/ 不允許	Transshipment/ 轉運
		☐ Allowed/ 允許	☐ Prohibited/ 不允許
Insurance Will be Covered by/ 保險投保人	☐ Applicant/ 申請人	Policy #/保單編號_____ Company/公司：_____	
		☐ Beneficiary/ 受益人	☐ Other/ 其他：
Covering Merchandise described in the invoice(s) as (precise and concise max 5 lines)/ 包含發票中所述的以下貨品（描述須準確簡潔，不超過 5 行）：			

Accompanied by the following documents/隨附以下單據

	Applicable 適用	Original 正本	Copies 副本	Document Description/Requirement 單據描述/要求
1	☐			Signed Commercial Invoice/簽署的商業發票
2	☐			Signed Packing List/簽署的裝箱單
3	☐			Certificate of origin stating goods must be of _____ origin./ 說明貨物原產地必須為_____的原產地證書。
4	☐			☐ Full set of Clean ☐ 2/3 set of clean "on board" ☐ Ocean ☐ Multi-modal Transport ☐ Charter party Bills of Lading made out to the order of ☐ Citibank ☐ Applicant ☐ Shipper and blank endorsed, marked ☐ "freight collect" ☐ "freight prepaid" and Notify ☐ Applicant ☐ _____
5	☐			☐ Airway bill consigned to ☐ Citibank ☐ Applicant ☐ _____, marked ☐ "freight collect" ☐ "freight prepaid" and Notify ☐ Applicant ☐ _____.
6	☐			☐ Beneficiary's statement certifying that they have forwarded ☐ 1/3 original Bills of Lading ☐ one copy of Airway Bill and one set of non-negotiable documents directly to the Applicant by ☐ courier ☐ airmail ☐ FAX. (FAX No. _____)
7	☐			☐ Insurance policy or certificate or declaration in duplicate, endorsed in blank for 110% invoice value covering Institute Cargo Clause ☐ A ☐ B ☐ C ☐ AIR ☐ Institute War Clauses, ☐ Theft, Pilferage and Non-Delivery ☐ Strike, Riot and Civil Commotion, ☐ Warehouse to Warehouse, ☐ _____, claim, if any payable in currency of this credit.

³Within 21 days of date of shipment but within the credit validity/expiry/在裝運日期後 21 天內，但不得超過信用狀有效期/到期日。

Other Documents/其他單據

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☐ All banking charges outside issuing bank are for account of	☐ Applicant/申請人	☐ Beneficiary/受益人
☐ Add confirmation to this credit, confirmation charges are for account of	☐ Applicant/申請人	☐ Beneficiary/受益人
☐ Letter of Credit Issuance charges are for account of	☐ Applicant/申請人	☐ Beneficiary/受益人
☐ Discount Charges are for account of (賣方遠期信用狀, 請勾選)	☐ Applicant/申請人	☐ Beneficiary/受益人
☐ Acceptance commissions are for account of (賣方遠期信用狀, 請勾選)	☐ Applicant/申請人	☐ Beneficiary/受益人
☐ Other conditions and additional documents: (Attach a separate sheet of paper to clarify if necessary)		

Terms and Conditions/條款及條件

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Special Instructions/特別指示

Debit our Account No/從我司的賬號中扣款 _____

I/We expressly authorize Citibank to employ in the preparation of said letter of credit such terminology as Citibank deems consistent with clarity of expression, usual banking practice, and my/our intent as set forth herein.

我/我們明示授權花旗銀行在從事上述信用狀相關準備時使用花旗銀行認為符合清晰表述,通常的銀行慣例和符合本人/我們的用途.

Applicant Signature/ 申請人簽名		Citibank/花旗銀行	
Date/日期		Date/日期	
Fax and Contact telephone no./ 傳真和聯絡電話		Fax and Contact telephone no./ 傳真和聯絡電話	
Name/姓名		Name/姓名	
Title/職位		Title/職位	

Applicant Company Stamp
申請人 公司印章

申請人同意花旗銀行依其告知事項所載之特定目的、對象、方式、存續期間等內容，蒐集、處理、利用及國際傳輸(含過去已蒐集、處理、利用及國際傳輸者)申請人及其負責人、董事、監察人、股東、受益人、交易相對人、經理人、相關員工、授權人員(下稱「客戶人員」)之資料，申請人聲明均已向前開客戶人員(含嗣後異動者)告知花旗銀行告知事項之內容(包括依個資法第三條規定可行使之各項權利)，使客戶人員充分知悉並同意告知事項之所有內容。「花旗(台灣)商業銀行股份有限公司蒐集、處理及利用個人資料告知事項」詳細內容請見網站https://www.citibank.com.tw/global_docs/chi/citibusiness/citibusiness_infoprotect.pdf.

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Terms and Conditions/條款和條件

In addition to the foregoing, the Customer hereby agrees with Citibank (the "Bank") as follows/除前述內容外，客戶特此與花旗銀行（簡稱「銀行」）約定如下：

1. This Application is submitted pursuant to, and the transactions and the Bank's services contemplated hereby, shall be governed by, the terms and conditions of the certain General Agreement for Banking Transactions and/or that certain Agreement for Letters of Credit/General Agreement for Letter of Credit, if applicable each entered into between the Customer and the Bank (collectively, the "General Agreements"). The General Agreements are incorporated herein by reference and made a part hereof.
本申請書之提出及此處所述交易及銀行服務，係根據且受客戶和銀行所簽訂應適用之銀行往來總約定書或某份信用狀合約/一般信用狀合約(稱一般合約)的條款及條件所規範。一般合約於此被納入本契約之中，並成為本契約的一部分。
2. The Customer shall pay to the Bank its handling charge(s)/fees as agreed on the full face amount of the L/C issued (or caused to be issued through any other branch of Citibank as the Bank may select) plus gross business receipts tax payable, if any, in full on the date the L/C is issued, and such other sums as provided elsewhere herein.
客戶不僅應在簽發信用狀當日，向銀行全額支付依照所簽發（或透過銀行可能選擇的任何其他花旗銀行分行安排簽發的）信用狀的全額面值議定的手續費，外加應付的營業毛收入稅費（如有），還應向銀行支付本契約另外規定的其他款項。
3. The Customer acknowledges that this application and the issuance of the L/C are governed by the various rules and regulations issued and/or amended from time to time by the Central Bank of China or other competent authorities, if applicable. Notwithstanding its acceptance of this Application, the Bank shall not be obligated to issue (or cease to issue) any L/C which the Customer is not qualified to apply for under such applicable laws and regulations.
客戶確認，本次申請和信用狀的簽發受中央銀行或其他主管機構（如適用）不時簽發和/或修訂的不同規則和法規所管轄。即便接受本申請書，銀行也無義務簽發（或安排簽發）客戶在相關適用法律和法規下無資格申請的任何信用狀。
4. All instructions and correspondence with respect to the L/C shall be sent at the risk of the Customer and neither any Citibank branch nor its agents shall be responsible for any inaccuracy, interruption, error or delay in transmission or delivery of the L/C.
於與信用狀有關的所有指示和往來文書，應由客戶承擔發送過程中的風險，任何花旗銀行分行和其代理人概不對傳輸或交付信用狀期間出現的任何不準確、中斷、錯誤或延遲負責。
5. "Except as otherwise provided herein, this L/C is subject to the International Chamber of Commerce's Uniform Customs and Practice for Documentary Credit (version in force on the date of issuance of this L/C)".
「除非本契約另有規定，本信用狀受國際商會的《跟單信用狀統一慣例》（在簽發本信用狀當日有效的版本）所規範」。
6. The Customer hereby authorizes Citibank to accept all drafts and documents presented for payment under the L/C and to effect payment on behalf of the Customer. The Customer acknowledges that in effecting such payment, Citibank shall only be obligated to examine the documents submitted for said payment with reasonable care to ascertain that they appear on their face to be in accordance with the terms and conditions of the L/C but shall not be obligated to look into the correctness, genuineness or authenticity of same. Neither Citibank nor any of its agents or employees shall be responsible for the correctness, genuineness or authenticity of any of such documents.
客戶特此授權花旗銀行代表客戶收取信用狀下憑單付款的所有匯票和單據，並支付款項。客戶確認，在支付相關款項時，花旗銀行僅負責以合理程度的謹慎態度檢查供支付所述款項的提交單據，以確定單據從表面上看符合信用狀的條款及條件，而無責任調查單據的正確性、真實性或可靠性。花旗銀行及其任何代理人或員工概不對任何相關單據的正確性、真實性或可靠性負責。
7. The Customer shall, within ten (10) days after receipt of notice from the Bank with respect thereto, unless otherwise agreed by the Bank, reimburse to the Bank any and all sums paid by the Bank on its behalf hereunder or under the L/C together with interest thereon at the Applicable Rate under and as defined in the General Agreements from the date of payment by the Bank to and including the date of reimbursement by the Customer to the Bank. Should the Customer fail to make reimbursement as required hereunder, default interest at the Default Rate under and as defined in the General Agreements shall be payable on such sums, on demand, from the date of payment by the Bank to the date of actual reimbursement by the Customer to the Bank. To secure its obligations hereunder, in addition to any security, the Customer hereby pledges to the Bank all goods, Bills of Lading, delivery orders, warranties and other rights and benefits in connection with the transactions under the L/C and hereby irrevocably authorizes the Bank to take delivery of the goods, dispose of same by private sale or public auction without demand or notice to the Customer and to apply the proceeds of such disposal against any and all sums due or to become due to Bank.
除非銀行另外同意，否則客戶應在收到銀行的相關通知後十(10)天內，向銀行償付銀行在本契約或信用狀下代客戶支付的任何及所有款項，連同相關利息，而該利息將按一般合約規定及定義的適用利率計算，計息時間從銀行付款日期開始，一直到客戶向銀行償付款項之日（含當日）為止。如果客戶未能按本契約要求償付款項，則應在經請求時，支付相關款項的滯納利息，而該利息將按一般合約規定及定義的滯納利率計算，計息時間從銀行付款日期開始，一直到客戶實際向銀行償付款項之日為止。為擔保客戶在本協議下的債務，除任何抵押品外，客戶特此向銀行質押信用狀下交易涉及的所有貨物、提單、交貨單、擔保書以及其他權利和利益，並特此不可撤銷地授權銀行提取貨物，在不詢問或通知客戶的情況下以私賣或公開拍賣的方式處理貨物，以及用處理貨物的收益抵付到期應付或即將到期應付銀行的任何及所有款項。
8. The Customer acknowledges and agrees that the Cash Margin is provided to the Bank as security for the Customer's obligation arising from the L/C and shall be held by and in the name of the Bank. The Bank is hereby authorized to apply the Cash Margin against any and all sums due or to become due to the Bank hereunder without notice to the Customer. No interest shall be payable on the Cash Margin.
客戶確認並同意，向銀行提供現金保證金作為客戶因信用狀而欠付之債務的抵押品，且該現金保證金應由銀行以其自身名義持有。銀行茲此被授權用現金保證金抵付本契約下到期應付或即將到期應付銀行的任何及所有款項，且無需通知客戶。無需就現金保證金支付任何利息。
9. Multiple Role Disclosure: Citibank and its affiliates offer a wide range of financial services, including back-office letter of credit processing services on behalf of financial institutions and letter of credit beneficiaries. Citibank's services are provided internationally to a wide range of customers, some of whom may be Applicant's counter-parties or competitors. Applicant acknowledges and accepts that Citibank and its affiliates may perform more than one role in relation to a particular Credit. In addition, Applicant agrees that Citibank may advise the Credit through a correspondent, branch, or affiliate of its choosing, notwithstanding any nomination by Applicant of a particular advising bank.
多重角色揭露：花旗銀行及其關係企業提供種類繁多的金融服務，包括代表金融機構和信用狀受益人的信用狀後台處理服務。花旗銀行在世界各地向許多客戶提供服務，其中部分客戶可能是申請人的交易對手或競爭者。申請人確認並同意，花旗銀行及其關係企業可針對特定信用狀扮演多個角色。此外，即使申請人指派了特定的通知銀行，申請人同意，花旗銀行可透過其選擇的通匯銀行、分行或關係企業通知信用狀。