



出口信用证/出口托收申请书

APPLICANT FOR NEGOTIATION UNDER LC/EXPORT COLLECTION

集中作业国结组	
国结主管	国结经办

受理单位	
作业主管	作业经办

TO:玉山银行(中国)有限公司
E. SUN BANK (CHINA) COMPANY LTD.

申请日期: 年 月 日

一、兹检附本公司下列单据/汇票,请准予办理押汇/托收,申请人同意并了解遵守背面之约定条款:

We send you herewith documents accompanied by the drafts (if any) for negotiation/collection and we realize and agree to the overleaf Terms and Conditions.

Draft	Invoice	Packing List	B/L	AWB	Cert. of Origin	Insurance	Insp. Cert.	Ben's Cert.			

其他所附文件:

二、承作方式 Instruction:

(一) 出口信用证 Negotiation under L/C

币别及金额 Currency & Amount:	信用证号码 Letter Of Credit No.
	开证银行 Issuing Bank:
类别 Type: <input type="checkbox"/> 信用证项下托收, 收妥该笔款项并扣除费用 Credit the proceeds upon the funds received from your correspondent <input type="checkbox"/> 出口信用证融资, 扣除利息及费用后垫付(须另提交提款通知书) Loan Under L/C, credit the proceeds after deducting the interest and charges	
入账账号 Account: _____	

(二) 出口托收 Export Collection

币别及金额 Currency & Amount:	托收银行 Collecting bank:
	托收银行地址 Add.:
付款人 Drawee: 付款人地址 Drawee Add.:	
类别 Type: <input type="checkbox"/> 付款交单 D/P <input type="checkbox"/> 承兑交单 D/A (Tenor: _____) <input type="checkbox"/> 出口托收融资, 扣除利息及费用后垫付(须另提交提款通知书) Loan Under Collection, credit the proceeds after deducting the interest and charges	
入账账号 Account: _____	

三、费用承担 CHARGES: 请注明如下 PLEASE MARK ☒ AS BELOW

- ☐ 由付款人负担 All charges will be paid by the Drawee.
☐ 由本公司负担 All charges will be paid by us.

我司授权贵行将所有申请人承担的费用从我司开立在贵行的账户扣除, 账号: _____

PLEASE DEBIT THE RESPECTIVE CHARGES BORNE BY US FROM ACCOUNT.

FOR BANK USE ONLY 银行专用栏	RATE 汇率	COLLECTION CHARGE 手续费	CABLE CHARGE 邮电费	COURIER CHARGE 快递费	TOTAL CHARGES 合计

申请出口信用证/出口托收须知

- 一、 申请人证明所有与本笔出口信用证托收有关之信用证，包括其修改书等业务经全部向本行提示无误。
Applicant certifies that all advice(s) relative to credit instruments including advice(s) of amendment, if any, have been submitted to our bank without failure.
- 二、 至前页押汇/托收款，请依照外汇管理之有关规定结付。
Please process the negotiation/collection described in the surface of this application in accordance with relevant laws and regulations.
- 三、 申请人同意如因单据上之欠缺、瑕疵，或因单据正由本行审核中，致不能及时完成押汇/托收手续，而使申请人蒙受汇率变动之损失时，概由申请人自行负担与本行无涉。
Applicant further make it known that Applicant agrees to stand any loss which any occur through fluctuation of the exchange rates during the time our bank are checking the documents before negotiation/collection or consequent on delays in negotiation/collection upon our bank discovery of some shortfall(s) or discrepancy (ies) in the documents, and applicant undertakes that our bank will not be held responsible for any such losses.
- 四、 申请人保证本行得于规定期间内收受本笔押汇/托收款，并保证决不使本行因办理本笔押汇/托收而遭致任何损害。本笔押汇/托收票据如因文件之瑕疵(不论系本行已指出者或嗣后由本行/信用证开证银行发现者)或其它因素发生退票、拒付、或因开证银行或付款银行倒闭或外汇短缺或邮递转拨等情事，致使本行不能于规定期限内收受款项时，不论为该票据之全数或一部，申请人于接获本行通知后，愿立即如数以原币清偿所欠本金，并就本行垫付押汇款之实际期间，依照与本行所订相应借款合同约定之逾期罚息利率，加计迟延利息偿还，并愿承担一切有关之费用，决不以票据之要件欠缺、所提示之单据未能全部退回、法律上各项手续不完备、或时效消灭等情事为借口，而拒绝清偿。
Applicant guarantee that our bank can receive the proceeds within the time period established by us and further undertake to hold our harmless and indemnified against any discrepancy (ies) (no matter identified either by us or the issuing bank) and/or any circumstance(s) which may cause non-payment and/or non-acceptance of the said drafts(s)/document(s) and/or bankruptcy of such issuing bank and/or loss in exchange and/or loss of items during transmission. Applicant shall refund our bank the principal with any interest and/or related expenses that may be accrued and/or incurred in original currency on receipt of our notice to that effect. And applicant hereby agree to pay the deferred interest in case of default in payment of the indebtedness when due. Applicant shall never refuse to pay off the debt on any excuses of lack of prerequisites and/or not returning the document(s) and/or incompleteness of various legal procedures and/or extinctions prescription, etc.
- 五、 申请人声明愿抛弃一切之抗辩权，并免除拒绝证书之作成及票据债权保全上之通知及其它法定手续，并愿依照申请人另立之相应借款合同所列条款履行责任。
Applicant hereby willingly declare to waive all rights of defense, and exempt from protest, the notice of safety for claims of bill, and other legal procedures, and will fulfill responsibilities according to terms and conditions listed in loan agreement by us.
- 六、 除本约定条款另有规定外，前述押汇/托收应适用国际商会最新制定实施之信用证统一惯例及托收统一规则，包括但不限于信用证统一惯例及托收统一规则。
Except as otherwise provided herein, the negotiation/collection hereunder is subject to the most up-to-date rules published by the international chamber of commerce applicable to such negotiation or collection including without limitation, uniform Customs and practice for documentary credits and uniform rules for collection.
- 七、 为「防制洗钱」及打击资恐之目的，立约人双方同意进行以下事项：
(1) 本行于发现申请人(或其高阶管理人、实质受益人及交易有关对象)为反洗钱有关法律法规或名单所追查制裁之个人、法人或团体，以及外国政府或国际组织认定之恐怖份子或团体(下称制裁及恐怖份子名单)，得逕行拒绝业务往来或暂时停止或终止本约定事项所载之各项交易与业务关系，而无须另通知申请人及交易有关对象。3
(2) 本行为确认申请人(或其高阶管理人、实质受益人及交易有关对象)是否为制裁及恐怖份子名单，申请人及相关人员应及时提供资料供本行确认，如申请人或相关人员不配合，致本行未能即时比对，造成交易之迟延、终止、拒绝或失败，本行不负担损害赔偿赔偿责任。
(3) 对于申请人不配合审视、拒绝提供实质受益人或对客户行使控制权之人等资讯、对交易之性质与目的或资金来源不愿配合说明等，本行得暂时停止交易、拒绝交易，或暂时停止或终止业务关系
- For the purpose of anti-money laundering and countering terrorism financing, both parties agree the following:
(1) This Bank may refuse or suspend, or terminate a part or all dealings covered in this Agreement without any prior notification to Applicant(s) or related person(s) hereof, only if this Bank deems Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be either individual(s) or entity(s) designated to be investigated or sanctioned under Anti-Money Laundering regulations or lists; or terrorists or terrorist groups identified by foreign governments or international organizations (hereinafter referred to as "Sanctioned and Terrorist List").
(2) In the circumstance where the Bank is unable to timely conduct data-matching with regards to whether this Applicant(s) (or its senior managerial officers, ultimate substantial beneficiary, and related parties hereof) to be designated under Sanctioned and Terrorist List, this Bank should not be liable for this Applicant(s) or relevant personnel is unwilling to immediately provide information, which causes any losses or damages due to any delay, termination, refusal or failure of transactions.
(3) This Bank may suspend or refuse the transactions, or suspend or terminate a part or all dealings with this Applicant, if this Applicant is recalcitrant in or refuse to provide information regarding its beneficial owners, persons holding controlling interest, etc. or regarding the nature, intent, source of fund of transactions, etc..
- 八、 本申请书英译部分仅供对照参考，若有任何出入概以中文为准。
The English translation which appears in this Application is for reference only. If any discrepancy exists, the Chinese text shall always be prevailing.

申请人
APPLICANT

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(盖存款原留印鉴 Authorized Signature)