**【數位進件專用】**

**For e-Banking Application Only**

**玉山銀行 信用狀轉讓申請書**

**APPLICATION FOR IRREVOCABLE CREDIT TRANSFER**

Transfer No.：

Date：

**致：玉山銀行**

**TO：E.SUN BANK**

The irrevocable credit as follows：(Hereinafter called the “Credit”)

It is agreed and understood that this credit is subject to ICC’s “Uniform Customs and Practice for Documentary Credits” (version in force on the date of issuance of the letter of credit concerned).

**一、基本資料 Basic Information**

|  |  |
| --- | --- |
| Transferee / Second Beneficiary Name / Tel. / Add.  (受讓人/第二受益人名稱/電話/地址) | Amount Transferred  (轉讓金額) |
| Original L/C Issued by  (開狀銀行) | Original L/C No.  (信用狀編號) |
| Advising Bank  (通知銀行) | With Substitution of Documents  (有換單轉讓)  Without Substitution of Documents  (不換單轉讓) |

**二、例外狀況 Exceptions**

The above letter of credit is to be transferred in accordance with the same terms and conditions as the original letter of credit, with the exception of the followings：

|  |
| --- |
| Latest shipment date (轉讓後信用狀之最遲裝運日)： |
| Expiry date and place (轉讓後信用狀之有效期限)： |
| All documents must be presented for negotiation within       days after date of issuance of shipping documents but within credit expiry date. (轉讓後信用狀之單據提示期間) |
| Insurance policy or certificate all the originals endorsed in blank for 0 % of invoice value stipulating that claims are payable in final destination in the same currency and including: Institute Cargo Clauses：  A, B, C, AIR, War Risk, Other：  (第二受益人依指定比例及保險範圍辦理投保，如未註明，海運以A條款，空運以AIR條款開發) |
| Description of goods (貨品名稱及數量)： |
| Unit price (單價)： |
| Other (其他)： |

**三、費用承擔 Charges**

Please indicate “X” in □ whichever is applicable (請選擇適當者，並註明”X”於空格)

The transferring charges are for our account. (轉讓相關費用由本公司負擔)

The transferring charges are for account of transferee. (轉讓相關費用由第二受益人負擔)

Other(其他)：

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 外匯服務中心 | | 受理單位 | | 驗印 |  |  |
| 核章 | 經辦 | 核章 | 經辦 |
|  |  |  |  |  |
| 申請人簽章(Authorized Signature) |

**附加條款**

**TERMS AND CONDITIONS**

In addition the foregoing, the Customer hereby agrees with E.SUN BANK (the “Bank”) as follows：

1. 若申請人申請信用狀項下換單轉讓，當受讓人之文件提示予貴行時，申請人一經貴行之要求，將隨即提示所需文件以取代之，若因申請人單據瑕疵被開狀行拒付，使受讓人遭受損失，申請人願負所有責任。

If we apply for Credit Transfer with Documentary Substitution, we shall substitute our own documents for those of transferee on your first demand when the transferee presents the documents to you. If discrepancies exist in our presentation, which leads to the rejection by the issuing bank, we shall take the responsibility for the transferee’s damages.

1. 若申請人申請信用狀項下不換單轉讓，申請人將不再提示任何文件以取代受讓人之文件。

If we apply for Credit Transfer without Documentary Substitution, we shall not substitute our own invoice、drafts or other documents for those of transferee.

1. 茲附上原信用狀及相關之修改書。日後如有需要修改，申請人將向　貴行申請修改並由貴行通知受讓人。

The original letter of credit and/or relative amendment(s) are attached. Hereafter, if we apply for amendment to transferred credit, you will have the amendment advised to the transferee.

1. 貴行對受讓人之通知，僅須向上述受讓人之地址或往來銀行發送，或由申請人具領，即視為已對受讓人送達通知。

For any notice given by you to the transferee at the above transferee’s address or through correspondent bank or to be acknowledged by us, such notice shall be conclusively deemed to be received by the transferee.

1. 為防制洗錢及打擊資恐之目的，申請人同意以下事項：
2. 貴行於發現申請人（或其高階管理人、實質受益人及交易有關對象）為資恐防制法指定追查制裁之個人、法人或團體，以及外國政府或國際組織認定之恐怖份子或團體（下稱制裁及恐怖份子名單），得逕行拒絕業務往來或暫時停止或終止本約定事項所載之各項交易與業務關係，而無須另通知申請人及交易有關對象。
3. 貴行為確認申請人（或其高階管理人、實質受益人及交易有關對象）是否為制裁及恐怖份子名單，申請人及相關人員應即時提供資料供貴行確認，如申請人或相關人員不配合，致貴行未能即時比對，造成交易之遲延、終止、拒絕或失敗，貴行不負擔損害賠償責任。
4. 對於申請人不配合審視、拒絕提供實質受益人或對客戶行使控制權之人等資訊、對交易之性質與目的或資金來源不願配合說明等，貴行得暫時停止交易、拒絕交易，或暫時停止或終止業務關係。

For the purpose of anti-money laundering and countering terrorism financing, the Applicant agrees 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 Counter-Terrorism Financing Act; 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. .
4. 本申請書英譯部分僅供對照參考，若有任何出入概以中文為準。

The English translation which appears in this Application is for reference only. If any discrepancy exists, the Chinese text shall always be prevailing.