

開發擔保信用狀/保證函申請書

Application for Standby Letter of Credit / Guarantee

致：凱基商業銀行
 To : KGI Bank

申請日期：
 本行編號： LG-

The undersigned hereby request you to issue an irrevocable

Standby Letter of Credit 擔保信用狀
 Bank Guarantee 銀行保證函

upon the following terms and conditions under Tender / Contract No. _____
 Invitation No. _____

ADVISING BANK (通知銀行) (At issuing bank's option, if this space is left blank) Swift Code (if available) : _____	EXPIRY DATE AND PLACE (有效期限及地點) Date : _____ Place : In our counter <hr/> AMOUNT IN FIGURES : (金額小寫) Currency (幣別) : _____ Amount (金額) : _____
FOR ACCOUNT OF APPLICANT : (開狀申請人名稱及地址) 營利事業統一編號: _____	IN FAVOUR OF BENEFICIARY : (受益人名稱及地址)
TYPE OF STANDBY LETTER OF CREDIT / GUARANTEE Bid Bond 投標保證 Performance Bond 履約保證 Prepayment Guarantee 預付款保證 Credit Security 借款保證 Others : _____	

Available by drafts or simple receipts at sight drawn, at your option, on your correspondents, or us when accompanied by :

All banking charges other than those of applicant are for account of Beneficiary Applicant
 手續費請由申請人在 貴行外幣/台幣帳戶 _____ 中扣除。 現金/支票繳納(如附)
 保證金請由申請人在 貴行外幣/台幣帳戶 _____ 中扣除。 現金/支票繳納(如附)

請提示相關交易憑證。(附件請加蓋申請人約定章)

申請人同意遵循本申請書第2頁附加條款 (Terms and Conditions)。若提交之申請書無附加條款，申請人同意 貴行公布於官網上之本申請書附加條款具有效力及法律上約束力。

核印

申請人有權人簽章

附加條款 (Terms and Conditions)

- 除另有規定外，本信用狀應適用國際商會第600號出版物"信用狀統一慣例2007年修訂本"，以及任何新增加的修訂本。
Except as otherwise expressly stated, this Documentary Credit is subject to Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication No. 600 (UCP600) and any subsequent revisions.
- 貴行為達成申請人之指示，得逕予指定其他銀行或金融機構為本信用狀/保證函項下匯票及/或其他請款文件，或擔任該等匯票/其他請款文件應付款項之付款人，或利用其他銀行或金融機構之服務，因此而衍生之費用及風險，均歸申請人負擔。
You are authorized to nominate another bank or financial institution to honor or to pay against drafts and/or documents all the sums that may be due on said drafts and/or documents, or to utilize their services for the purpose of giving effect to the instructions of the applicant for the credit, and you shall do so for the account and at the risk of the latter.
- 關於本信用狀/保證函項下之匯票及/或單據等，如經 貴行或 貴行之代理行認為在表面上尚符合 貴行依本申請書所開發之信用狀條款之規定者，申請人願按期照付。
We hereby bind ourselves duly to pay at your offices at maturity under this Documentary Credit/Guarantee, if the drafts and/or documents appear in the discretion of yourselves or your agents to be correct on their face.
- 上項匯票及/或單據等，縱或在事後證實其為非真實或實偽造或有其他瑕疵，概與 貴行及 貴行之代理行無涉，仍應由申請人照付。
We agree to duly accept and pay such drafts, or documents even if such drafts and/or documents should in fact prove to be incorrect, forged or otherwise defective, in which case no responsibility shall rest with you, and your agents.
- 與上述匯票及/或單據及有關之各項應付款項，以及申請人對 貴行不論其現已發生，或日後發生已經到期或尚未到期之其他債務，在未清償前， 貴行就申請人在 貴行及分支機構或 貴行所管領範圍之擔保品、存款餘額等，均任憑 貴行移作上述匯票之共同擔保，無須另行通知申請人。
We further agree that the title to all property which shall be purchased and/or shipped under this Documentary Credit/Guarantee thereto and the whole of the proceeds thereof, shall be and remain in you until the payment of the drafts and/or documents or of all sums that may be due on said drafts and/or documents or otherwise and until the payment of any and all other indebtedness and liability, now or thereafter created or incurred by me/us to you due or not due, it being understood that the said documents and all our other property including securities and deposit balances which may now or hereafter be in your or your branches possession or otherwise subject to your control shall be deemed to be collateral security for the payment of said drafts and/or documents.
- 本信用狀/保證函如展期或重開，或修改任何條件時，申請人對於以上各款絕對遵守，不因展期、重開或條件之修改而發生任何異議。
In case of extension or renewal of this Documentary Credit/Guarantee or modification of any kind in its terms, we agree to be bound for the full term of such extension or renewal, and notwithstanding any such modification.
- 本申請書之簽署人如為二人或二人以上時，對於本申請書所列各項條款，自當共同連帶及個別負其全部責任，並負責向 貴行辦理一切結匯手續。
In case this application is signed by two or more persons, all promises or agreements made hereunder shall be joint and several. We herewith bind ourselves to settle exchange on drafts drawn under this Documentary Credit/Guarantee with you.
- 申請人同意 貴行得於登記之特定目的項下，蒐集、電腦處理、國際傳遞及利用申請人之資料，並得及於特定目的外之利用。 貴行亦得將申請人之資料提供與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、國際傳遞及利用申請人資料。
Our information is approved to be utilized for collection, computer processing, international transmission, and also agreed to be utilized beside the Regulation above, and the information can be offered to Joint Credit Information Center and Society For Worldwide Interbank Financial Telecommunication (S.W.I.F.T) and other Banks for computer processing and utilization.
- 申請人聲明及保證非為受經濟制裁、本國政府、外國政府或國際洗錢防制組織認定或追查之恐怖分子或團體，否則 貴行得拒絕業務往來。且申請人願意配合 貴行定期審視並配合說明交易之性質與目的及資金來源，否則 貴行得暫時停止交易，或暫時停止或終止業務關係。
We hereby represent and warrant that we are not imposed economic sanction or traced and recognized as terrorist by our government or foreign government or international Anti-money laundry organizations, Otherwise, you may refuse the business transaction. Furthermore, we are willing to explain and cooperate with you on periodical reviewing the nature and purpose of transactions and the source of funds, otherwise, you may temporarily suspend the transactions, temporarily suspend or terminate the business relationship.