



## 附加條款 (Terms and Conditions)

- 申請人確認所有與本申請案之信用狀相關之通訊文件, 包括信用狀修改書 (如有修改信用狀) 等, 業經向 貴行提示無誤。

We certify that all correspondences relative to credit instruments including amendment advice(s), if any, have been submitted to you without default.
- 押匯/託收款項請按照外匯管理辦法之規定結付。匯率由 貴行自行決定。如為遠期匯票貼現, 申請人並授權 貴行按 貴行所核定之利率由款項中扣除貼現息。

For the proceeds, please have it settled in accordance with regulations governing foreign exchange transactions. Exchange rate shall be appointed by you. In case of usance draft(s) discount, we further authorize you to deduct the discount charges calculated at your defined rate from the proceeds.
- 申請人保證 貴行必能收妥本件押匯/託收款項, 絕不使 貴行因本件匯票或單據之押匯/票貼/墊款而遭受任何損害。如該匯票或單據未獲付款或承兌、或發生無故遲延付款等情形時, 申請人於接獲 貴行通知後應立即如數以原幣加息償還該墊款, 並負擔一切因此而支出之費用。貴行並可免為票據債權保存之法定手續或通知等, 申請人決無異議。如 貴行因保障本身權益認為有必要時, 貴行得不經通知而有權逕行處理或抵銷申請人現在或將來置於 貴行及分行之擔保品或存款餘額等財物。

In consideration of your negotiation/discount/advancing of or under the above mentioned documentary draft(s) or shipping documents, we guarantee that you can duly receive the proceeds, and further undertake to hold you harmless from and indemnified against non-payment and/or non-acceptance, and also against unreasonable delayed payment, of the said draft(s) or documents; and we shall refund you in original currency the whole and/or part of the draft or documents amount with interest and/or expenses that may be accrued and/or incurred in connection therewith upon receipt of your notice to that effect, and relieve you of any legal requirements and notice for perfecting your right to the draft(s). In case you shall deem necessary for preserving your rights and interests, you may, without notice to us, dispose of, or exercise right of setoff against, any collaterals, deposits or other properties, now or in the future held by, or under control of, you or your branches.
- 申請人同意因單據上之欠缺、瑕疵或因單據正由 貴行審核中, 致不能及時墊付前述票款而使申請人因匯率之變動而蒙受損時, 申請人負一切責任, 概與 貴行無關。

We further agree that any loss due to fluctuation of the exchange rates in the case of delayed payment caused by deficiency or defects of the documents, or because of the time required for the examination of the documents shall be borne by us, and we undertake that you will not be held responsible for any such losses.
- 申請人願付清 貴行核定之各項手續費、郵電費、代墊之稅捐及保險費等。嗣後如發生任何情事, 貴行請求返還託收款項或致 貴行遭受損害時, 申請人應負返還全數款項及 (或) 損害賠償責任, 絕無異議。

We should pay in full the commissions, postage, disbursements tax and insurance premium that are ratified by you. We should refund you in original currency the whole amount for any damages or harm caused to you afterward.
- 除本附加條款另有規定外, 前述押匯/託收適用國際商會最新制定實施之信用狀統一慣例及託收統一規則。

Unless otherwise instructed, the negotiation/collection hereunder is subject to the "Uniform Customs and Practice for Documentary Credits" / "Uniform Rules for Collections", ICC Publication currently in force.
- 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.