



美國第一銀行
First Commercial Bank (USA)
 Head Office & Alhambra Branch
 200 E. Main Street, Alhambra, CA 91801

開發信用狀申請書
APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

Credit NO. 信用狀號碼 (Bank Use Only) Date 日期

茲請貴行依下列條款開發不可撤銷信用狀一份
 I / WE HEREBY REQUEST YOU TO ISSUE AN
IRREVOCABLE / IRREVOCABLE TRANSFERABLE
 DOCUMENTARY CREDIT UPON THE FOLLOWING
 TERMS AND CONDITIONS

Applicant 申請人 (英文名稱及英文地址)

Advising Bank 通知銀行 (Bank Use Only)

To be advised by
 Airmail 航郵 Brief Cable 簡電 Full Cable 全電
 金額 (小寫)
 Amount not exceeding
 Say (大寫)

Beneficiary 受益人

Expiry date and place for Negotiation 信用狀有效日期及地點

- 以受益人依商業發票金額簽發以敝處 / 貴行 / 貴行國外通匯銀行為付款人之匯票，並於
 Available by draft (s) on /us/you/your correspondent by the beneficiary
 依受益人所提示商業發票金額以貴行 / 貴行國外通匯銀行為付款人，並於
 Available by deferred payment on you/your correspondent

見票 / 提單簽發 日後付款，利息由買方 / 賣方負擔。
 at after sight /B/L date, interest for buyer's/Beneficiary's account

並須檢付下列作 記號之各項單據

for full invoice value accompanied by the following documents as marked with

商業發票六份標明信用狀號碼

- Singed commercial invoice in six copies indicating this credit number _____
 全套(減一份)海運提單以貴行為抬頭人，以敝處為被通知人，註明運費待付 / 已付，並標明本信用狀號碼
- Full set (less one) of clean on board marine Bills of Lading made out of to the order of First Commercial Bank (USA) notify applicant, marked "Freight Collect/Prepaid" and indicating this credit number.
 空運提單以貴行為抬頭人，以敝處為被通知人，註明運費待付 / 已付，並標明本信用狀號碼
- Clean air waybills consigned to First Commercial Bank (USA) notify applicant, marked " Freight Collect/Prepaid" and indicating this credit number.
 海運 / 空運郵包收據，以敝處為被通知人，註明運費待付 / 已付，並標明本信用狀號碼
- Sea/Air parcel post receipt showing applicant as addressee marked "Postage Collect/prepaid" and indicating this credit number.
- Insurance policy or certificate in duplicate, endorsed in blank for 110% of invoice value stipulating that claims are payable in U.S.A. in the same currency and including:

- | | | |
|---|--|---|
| <input type="checkbox"/> 1982 Institute Cargo Clauses (A) | <input type="checkbox"/> 1982 協會貨物保險條款 (A) | <input type="checkbox"/> Institute Cargo Clases 水險 |
| <input type="checkbox"/> 1982 Institute Cargo Clauses (B) | <input type="checkbox"/> 1982 協會貨物保險條款 (B) | <input type="checkbox"/> F.P.A. 平安險 <input type="checkbox"/> W.A. 水漬險 |
| <input type="checkbox"/> 1982 Institute Cargo Clauses (C) | <input type="checkbox"/> 1982 協會貨物保險條款 (C) | <input type="checkbox"/> All Risks 全險 |
| <input type="checkbox"/> 1982 Institute Cargo Clauses (Air) | <input type="checkbox"/> 1982 協會貨物保險條款 (航空險) | <input type="checkbox"/> Air Risks 航空險 |
| <input type="checkbox"/> 1982 Institute War Clauses (Cargo) | <input type="checkbox"/> 1982 協會貨物保險條款 | <input type="checkbox"/> War Risks 兵險 |
| <input type="checkbox"/> 1982 Institute Strikes Clauses (Cargo) | <input type="checkbox"/> 1982 協會貨物保險條款 | |

6. Others: 其他單據

受益人證明書，證明各單據副本已由受益人直接以航郵寄交信用狀申請人

7. Beneficiary's Certificate stating that the duplicate set of the stipulated documents including one original transport documents have been airmailed directly to the applicant.

Covering: 貨物內容 (請概括綜列) FOB C&F CIF (價格條件)

Special Instructions:

This Credit is Transferable in _____ and to be Transferred by Advising Bank only.

<input type="checkbox"/> Confirmed 保稅 Confirming charges for Buyer's/Beneficiary's A/C 保稅費用由買方 / 賣方負擔	All Banking charges outside U.S.A. If any, Are for <input type="checkbox"/> Buyer's <input type="checkbox"/> Beneficiary's Account			
	Place of Receipt	Port of Loading	Port of Discharge	Destination

Partial Shipments 分批裝運	Transhipment 分批裝運	Latest Date for Shipment
<input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited 准許 不准許	<input type="checkbox"/> Allowed <input type="checkbox"/> Prohibited 准許 不准許	

For Bank Use Only				
Line of credit: Usance: Sight: Available Balance Before Issuing this L/C: Usance: Sight:				
Signature Verified	Checked	Approved	Passed	Approved
The applicant hereby acknowledges, agrees and ratifies the terms and conditions set out in letter of credit security agreement. As appearing on the reverse of this applicant. Name: _____ Address: _____ Telephone No.: _____ Authorized Signature _____ Date _____				

LETTER OF CREDIT SECURITY AGREEMENT

In consideration of your opening, at our request, a Letter Of Credit, (herein call "the Credit"), the terms of which appear on the reverse hereof, we hereby agrees as follows:

1. As to drafts or acceptances under or purporting to be under the Credit, which are payable in lawful U.S. funds, we agree to pay to you at your office in lawful U.S. funds, the amount of (a) such sight draft on the maturity thereof or, at your request, in advance, (b) and in any event, in the case of each acceptance, in time to reach the place of payment in the course of mails not later than one business day prior to maturity, with first class bankers' demand bills of exchange to be approved by you for the amount of the acceptance payable in the currency of the acceptance and bearing our endorsement, or if you so request, to pay you the equivalent of the acceptance in lawful U.S. funds at the current rate of exchange in Los Angeles for cable transfers to the place of payment in the currency in which the acceptance is payable. You are hereby authorized to charge our account with you for such amounts.
2. As to draft or acceptances under or purporting to be under the Credit, which are payable in fore gn currency, we agree to pay you at your office on demand (a) the equivalent of each sight draft is lawful U.S. funds at the current rate of exchange in Los Angeles effective for cable transfer to the place of payment in the currency of the draft; (b) and in any event in the case of each acceptance, in time to reach the place of payment in the course of the mails not later than one business day prior to maturity, with first class bankers' demand bills of exchange to be approved by you for the amount of the acceptance payable in the currency of the acceptance and bearing our endorsement, or if you so request to pay you the equivalent of the acceptance in lawful U.S. funds at the current rate of exchange in Los Aneles for cable transfer to the place in the currency in which the acceptance is payable.
3. We also agree to pay to you any attorney's fees incurred in the enforcement of this Letter of Credit Security Agreement, your commission and all charges and expenses paid or incurred by you in connection therewith and interest on any amounts not paid when due hereunder at the rate of five percent (5%) per annum, in excess of the Prime Rate as the Prime Rate may change from time to time. The "Prime Rate" shall mean the floating commercial loan rate of FCB Taiwan California Bank to time as its "Prime Rate." Any change in the interest rate resulting from a change in the Prime Rate shall be effective on the effective date of change in the Prime Rate. Interest shall be calculated on a basis of 360 days and actual days elapsed. We further authorize you to charge our account for all such amounts when and as such are incurred or due and payable.
4. We grant you a security interest in all property at any time shipped under, or pursuant to, or in connection with the Credit or in any way related thereto, or to the draft drawn thereunder, whether or not you receive the documents covering such property or release the same to us on trust receipt and also in and to all shipping documents, warehouse receipts, policies or certificates of insurance and other documents accompanying or relative to drafts drawn under the Credit, and in and to the proceeds of each and all the foregoing, until such time as all our obligations and liabilities to you at any time existing under or with reference to the Credit or this agreement or any other Credit or any other obligation or liability to you have been fully paid, and discharged, all as security for such obligations and liabilities; and that all or any of such property and documents and the proceeds of any thereof, coming into the possession of you or any of your correspondents, may be held and disposed of you as hereinafter provided, and the receipt by you or any of your correspondents, at any time of other security, of whatsoever nature, including cash, shall not be deemed a waiver of your rights or powers herein recognized.
5. We agree that your rights and duties under the Credit are, except as otherwise provided therein, governed by the Uniform Customs and Practice for Documentary Credits ~~400~~ (Revision), International Chamber of Commerce Publication Number ~~500~~; and that you shall have the right to rely upon the provisions thereof as though set forth in length herein. 2007
6. We agree that in the event of any amendments or modifications of the terms of the Credit, this agreement shall be binding upon us with regard to the Credit so amended.
7. The users of the Credit shall be deemed our agents and we assume all risks of their acts or omissions. Neither you nor your correspondents shall be responsible; for the existence, character, quality, quantity, condition, packing, value or delivery of the property purporting to be represented by documents, for any difference in character, quality, quantity, condition, or value of the property from that expressed in documents; for the validity, sufficiency, or genuineness of documents, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; for the time, place, manner, or order in which shipment is made; for partial or incomplete shipment, or failure or omission to ship any or all of the property referred to in the Credit; for the character, adequacy, validity, or genuineness of insurance; for the solvency or responsibility of any insurer; or for any deviation from instructions, delay, default, or fraud by the shipper or anyone else in connection with the property or the shipping thereof, for the solvency, responsibility or relationship to the property of any party issuing any documents in connection with the property; for delay in arrival or failure to arrive of either the property or any documents relating thereto; for delay in giving or failure to give notice of arrival or any other notice; for any breach of contract between the shippers or vendors and ourselves; for failure of any draft to bear adequate reference to the Credit, or failure of documents to accompany any draft at negotiation, or failure of any person to note the amount of any draft on the reverse of the Credit, or to surrender or take up the Credit or to send documents apart from drafts as required by the terms of the Credit, each of which provisions, if contained in the Credit itself, it is agreed may be waived by you, or for errors, omission, or interruptions or delays in transmission or delivery of any message, by mail, cable, telegraph, wireless or otherwise, whether or not they be in cipher, nor shall you be responsible for any error, neglect, or default to any of your correspondents; and none of the above shall affect, impair, or prevent the vesting of any of your rights or powers hereunder. In furtherance and extension and not in limitation of the specific provisions herein before set forth, we agree that any action taken by you or by any correspondent of yours under or in connection with the Credit or relative drafts, documents or property, if taken in good faith, shall be binding on us and shall not put you or your correspondent under any resulting liability to us, and we make like agreement as to any inaction or omission, unless in breach of good faith.
8. We agree to promptly procure any necessary license for import/export and certify our compliance with foreign and domestic governmental regulations concerning shipment and financing of the goods described in the Credit. We agree to keep the property adequately covered by insurance satisfactory to you, in companies satisfactory to you, and to assign the policies or certificates of insurance to you, or to make the loss or adjustment, if any, payable to you, at your option, and to furnish you if demanded with evidence of acceptance by the insurers of such assignment.
9. We agree at any time and from time to time, on demand, to deliver, convey, transfer or assign to you, as security for any and all of our obligations and liabilities hereunder, and also for any and all other obligations and liabilities, absolute or contingent, due or to become due, which are now or may at any time hereafter be owing to you, additional security of a value and character satisfactory to you, or to make such cash payments as you may require. We agree that all property belonging to us, or in which we may have an interest, of every name and nature whatsoever, now or at any time hereafter delivered, conveyed, transferred, assigned, or paid to you, or coming into your possession or into the possession of anyone for you in any manner whatsoever, whether expressly as security for any of the obligations or liabilities of us to you, or for safekeeping or otherwise, including any items received for collection or transmission and the proceeds thereof, whether or not such property is in whole or in part released to us on trust or bailee receipt, are hereby made security for each and all such obligations and liabilities. We agree that upon our failure at all times to keep a margin of security with you satisfactory to you, or upon the making by us of any assignments for the benefit of creditors, or upon the filing of any voluntary or involuntary petition in bankruptcy by or against us, or upon any application for the appointment of a receiver of any of our property, or upon any act of bankruptcy or state or insolvency of us, all of such obligations and liabilities shall become and be immediately due and payable without demand or notice notwithstanding any credit or time allowed to us, or any instrument evidencing any such obligation or liabilities or otherwise, and each of us, and all of us, as to property in which we may have any interest, expressly authorize you in any such event, or upon our failure to pay any of such obligations or liabilities when it or they shall become or be made due, to sell immediately, without demand for payment, without advertisement and without notice to us, all of which are hereby expressly waived, any and all such property, arrived or to arrive, at private sale or at public auction or at brokers' board or otherwise, at your option, in such parcel or parcels and at such time or times and at such place or places for such price or prices and upon such terms and conditions as you may deem proper, and to apply the net proceeds of such sale or sales, together with any balance of deposit and any sum credited by or due from you to us, in general account or otherwise, to the payment of any and all of our obligations or liabilities to you however arising. If any such sale be at brokers' board or at public auction, you may yourself be a purchaser at such sale, free from any right of redemption, which we hereby expressly waive and release.
10. you shall not be deemed to have waived any of your rights hereunder, unless you or your authorized agent shall have signed such waiver in writing. No such waiver unless expressly stated therein shall be effective as to any transaction which occurs subsequent to the date to such waiver, nor as to any continuance of breach after such waiver.
11. The word "property" as used in this agreement includes goods, merchandise, securities, funds, choses in action, and any and all other forms of property, whether real, personal or mixed and any right or interest therein.
12. If this agreement is signed by one individual, the terms, "we", or "our", "us", shall be read throughout as "I", "my", "me", as the case may be. If this agreement is signed by two or more parties, it shall be the joint and several agreement of such parties.
13. We agree to immediately repay you for any and all costs, reimbursements, charges and fees (including but not limited to legal fees) incurred by you in connection with the execution of Shipside Bonds, indemnification, hold harmless agreements, or similar documents which may from time to time, at your option, be executed for our account (at our request or presented to you by our Custom House Broker) in favor of a carrier who has not received the necessary Bills of Lading or other documents of title, in order to indemnify and hold harmless said carrier from potential liabilities incurred through the release of the merchandise under this Credit. It is understood that you are not required nor responsible to verify the name or the signature of the Custom house Broker appearing on the Shipside Bond form. When a Shipside Bond is executed, we agree to accept the relative shipping documents as presented and you are authorized to charge our account with you for all such amounts without regard to any discrepancy in the documents. We also authorize you to endorse the Bill of Lading on our behalf and redeem the Shipside Bond from the Steamship Company. The obligation created pursuant to this indemnification shall continue so long as you remain directly or contingently liable in connection with such an undertaking and until we have fully reimbursed you any and all amounts due thereunder, (including but not limited to legal fees related thereto or in the enforcement of this indemnification).
14. If any past, present or future legislative, administrative, or judicial action has the direct or indirect effect of imposing upon you any requirement or condition regarding this agreement or the Credit that directly increased your costs (including, without limitation, the imposition of any reserve requirement, assessment or other cost or expense upon you in connection with this agreement or the Credit), of issuing, maintaining or honoring draws under the Credit over the cost thereof as of the date of this agreement, we shall pay to you promptly, upon receipt of notice from you on or before the due date or dates specified in your notice, all additional amounts necessary to compensate you for such additional costs. Any such costs not paid by us when due shall bear interest in accordance with paragraph number 3 hereof from the due date specified in your notice until paid in full. You shall deliver to us a statement showing the amount and manner of calculation of such increased costs, and such a statement shall be conclusive (absent manifest error) as to such amount.
15. We agree to hold you harmless and indemnify you from any and all costs, liabilities, fees (including but not limited to attorney's fees), expenses and claims incurred by you directly or indirectly in connection with the issuance by you of this Agreement or the Credit, however arising, (through court proceedings, administrative proceedings, or otherwise). Such indemnification shall survive the expiration of the Credit and the termination of any liability we may have under this Agreement.
16. The beneficiary under the Credit shall be deemed to mean any legal successor in interest, including any Debtor in Possession and any Trustee in bankruptcy proceeding who draws and/ or presents documents on behalf of the beneficiary of the Credit.

We warrant to you that the importation of the commodity covered by this Credit does not contravene any law or regulation of the United States Government.