

# 不可撤销跟单信用证申请书

## APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

华南商业银行 \_\_\_\_\_ 分行

To: HUA NAN COMMERCIAL BANK, LTD.

**BRANCH**

CREDIT NO.(由银行填列)(20)

DATE 日期

兹请 贵行以航邮/电报开发不可撤销信用证一份  
I/WE HEREBY REQUEST YOU TO OPEN AN  
IRREVOCABLE COMMERCIAL LETTER OF CREDIT  
BY  FULL CABLE  BRIEF CABLE  AIR MAIL  
其内容如下  
CONTENTS OF WHICH AS FOLLOWS

APPLICANT(申请人) (50)

NAME:

ADDRESS:

TEL:

FAX:

CONTACT PERSON:

ADVISING BANK (通知银行) (如需指定通知银行时请填写)

账号:

(32B) AMOUNT IN FIGURES (小写)

+ / - %

BENEFICIARY 受益人 (59)

AMOUNT IN WORDS (大写)

NAME:

有效期限 (31D): 公元 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日 (以受益人所在地为准)  
EXPIRY DATE

ADDRESS & TEL:

IN THE BENEFICIARY'S COUNTRY(未填者自开证日起三个月视为最后有效期限)

汇 票: 见票/提单签发 (42C)

日后付款指定

**华南商业银行**

DRAFT(S): TO BE DRAWN AT

DAYS  AFTER

SIGHT /  SHIPMENT DATE, ON

**HUA NAN COMMERCIAL BANK, LTD**

FROM

AVAILABLE WITH

BY  NEGOTIATION/  PAYEMNT/  DEFER PAYMENT

须检附单据 (46A):

DOCUMENTS REQUIRED:

(1) 发票 \_\_\_\_\_ 份标明信用证号码

SIGNED COMMERCIAL INVOICE IN \_\_\_\_\_ COPIES INDICATING NUMBER OF THE CREDIT

(2) 运送单据 TRANSPORT DOCUMENTS

海 运 / 全套/全套减一份 贵行抬头注明以申请人为被通知人并注明

复合运送  FULL SET(3/3)  LESS ONE(2/3) OF CLEAN ON BOARD  BILLS OF LADING /  TRANSPORT DOCUMENT COVERING AT LEAST

运费待收 / 已收及信用证号码之提单 / 涵盖至少两种不同运送方式之运送单据

TWO DIFFERENT MODES OF TRANSPORT MADE OUT TO THE ORDER OF **HUA NAN COMMERCIAL BANK, LTD.**

MARKED "FREIGHT  COLLECT /  PREPAID AND THIS CREDIT NUMBER" NOTIFYING APPLICANT.

空 运一 贵行收件注明以申请人为被通知人并注明运费待收 /

AIRWAY BILLS CONSIGNED TO **HUA NAN COMMERCIAL BANK, LTD.** MARKED "FREIGHT  COLLECT /

已收及信用证号码之空运提单标明发票金额

PREPAID AND THIS CREDIT NUMBER" NOTIFYING APPLICANT, INDICATING INVOICE VALUE.

(3)  保险单据 (如为 CIF 或 CIP 条件国外出口商应保险条款)

INSURANCE POLICY OR CERTIFICATE IN DUPLICATE IN NEGOTIABLE FORM FOR AT LEAST 110% INVOICE VALUE

BLANK ENDORSED AND WITH CLAIMS PAYABLE IN CHINA. CONVERING: INSTITUTE CARGO CLAUSES.

( A.  B.  C.  AIR) (如未注明, 海运以 A 条款; 空运以 AIR 条款开发)  ADDITIONAL RISKS TO BE COVERED (IF ANY)

(4) 其它单据 OTHER DOCUMENTS (IF ANY)

PACKING LIST IN \_\_\_\_\_ COPIES

BENEFICIARY'S CERTIFICATE STATING THAT ONE ORIGINAL (1/3) B/L AND ONE SET OF NON-NEGOTIABLE

DOCUMENTS HAVE BEEN  AIRMAILED /  COURIERED DIRECTLY TO THE APPLICANT BY THE BENEFICIARY.

BENEFICIARY'S CERTIFICATE STATING THAT ONE SET OF NON-NEGOTIABLE DOCUMENTS HAVE BEEN SENT TO APPLICANT.

CARGO RECEIPT ISSUED AND SIGNED BY AUTHORIZED PERSON(S) OF THE APPLICANT WHOSE SIGNATURE(S) MUST BE IN CONFORMITY WITH

SPECIMEN HELD IN ISSUING BANK, SHOWING THIS L/C NO., QUANTITY AND DESCRIPTION OF GOODS, RELATIVE INVOICE AMOUNT,

CERTIFYING THAT THE GOODS RECEIVED ARE IN GOOD ORDER AND CONDITIONS. CARGO RECEIPT MUST BE DATED AND SUCH DATE WILL BE

DEEMED AS THE SHIPMENT DATE.

货物描述(45A) GOODS (请简要描述 brief description without excessive detail)

Additional conditions:

All banking charges outside issuing bank including reimbursement charges are for account of beneficiary.

Documents to be presented within \_\_\_\_\_ days after shipment date but within the validity of this L/C.

Minus/plus \_\_\_\_\_ % both in amount and quantity is acceptable.

接管地/发送地(44A)

PLACE OF TAKING IN CHARGE / DISPATCH FROM: \_\_\_\_\_

装载港/起运机场(44E)

PORT OF LOADING / AIRPORT OF DEPARTURE: \_\_\_\_\_

卸货港/目的地机场(44F)

PORT OF DISCHARGE / AIRPORT OF DESTINATION: \_\_\_\_\_

最终目的地(44B)

PLACE OF FINAL DESTINATION: \_\_\_\_\_

价格条件 PRICE TERMS

( FOB  FCA  CFR  CIF  CIP  \_\_\_\_\_ )

最后装运日期 (44C): 公元 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

LATEST SHIPPING DATE :

(请勿迟于本信用证及输入许可证之有效期

未填者自开证日起三个月视为最后装运日)

分批装运 (43P): 准许 / 不得分批装运 (未填者视为

PARTIAL SHIPMENT:  PERMITTED /  PROHIBITED 得分批装运)

转船装运 (43T): 准许 / 不得转船装运 (未填者视为

TRAN SHIPMENT :  PERMITTED /  PROHIBITED 得分批装运)

(48) 必须从运送单据日期次日起 \_\_\_\_\_ 天内提出押汇

(如未注明, 得由贵行酌予规定 10 天内提出押汇)

本信用证利息(47A):  买方负担: 对外即期(本申请书汇票天数栏内应填"×"),

对内向华南商业银行融资 \_\_\_\_\_ 天。

卖方负担: (汇票天数栏内之天数视为卖方负担之利息天数)

买方/卖方负担: 对外 \_\_\_\_\_ 天(应与汇票天数相同)一卖方负担利息

对内向华南商业银行融资 \_\_\_\_\_ 天一买方负担利息

(※如未勾填前述字段, 视为申请人即期付款)

特别声明如下:

SPECIAL INSTRUCTIONS(IF ANY)

请从本公司账户(账号: \_\_\_\_\_)扣除开证手续费、其它相关费用和保证金等费用。

收到单据, 请从本公司账户(账号: \_\_\_\_\_)扣款立即支付。

请提供 \_\_\_\_\_ 天的进口贷款以支付信用证款项。

◎本申请书文字部分, 请以英文填写, 有关之选择项目, 请于方格□内作记号以表明所需条件, 不需者请删除。

# 商业信用证约定书

## COMMERCIAL LETTER OF CREDIT AGREEMENT

上项开发信用证之申请倘蒙贵行核准，本申请人自愿遵守下列各条件：

IN CONSIDERATION of your granting above request I/WE hereby bind myself/Ourselves duly to comply the following terms:

一、除非另有声明，此跟单信用证受国际商会第 600 号出版物，《跟单信用证统一惯例(2007 年修订版)》的约束。

Except so far as otherwise expressly stated, this documentary credit is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600.

二、如果信用证所要求的文件不包括保险单或保险证明，本公司承诺将在自此申请书日期起 7 天内向银行提供银行所能接受的保险单或保险证明，该保险单或保险证明将以银行名义投保，保额不少于 CFR 价值加 10%；否则银行可以(但无义务)进行投保，费用由本公司负责。

If the documents called for do not include insurance policy(ies) or certificate(s) we undertake to produce to you within 7 days from the date of this application an insurance policy or certificate acceptable to you and in your name for the invoice value plus at least 10 per cent, failing which you may effect insurance at our expense but you are not obliged to do so.

三、关于本信用证下之汇票及/或单据等如经贵行或贵行代理行认为在表面上尚属无讹本申请人于汇票及/或单据提示时应即兑付或承兑并依期照付。

I/We agree to duly pay at sight or accept upon presentation and pay at your offices at maturity the drafts and/or documents drawn under this Letter of Credit if the drafts and/or accompanying documents appear in the discretion of yourselves or your agents to be correct on their face.

四、上项汇票单据等纵或在事后证实其为非真实或属伪造或有其它瑕疵概与贵行及贵行代理行无涉其汇票及/或单据仍应由本申请人照付。

I/We agree to duly accept and/or pay such drafts and/or documents even if those should in fact prove to be incorrect, forged or otherwise defective, in which case no responsibility shall rest with you, and your agent.

五、本信用证之传递错误或迟延或其解释上之错误及关于上述单据或单据所载货物或货物之质量或数量或价值等之有全部或一部灭失或迟延或未经抵达交货地以及货物无论因在海上或陆上运输中或运抵后或因未经保险或保额不足或因承包商或任何第三者之阻滞或扣留及其它因素各等情事以致丧失或损害时均与贵行或贵行代理行无涉在以上任何情形之下该汇票仍应由本申请人兑付。

I/We further agree that you or your agents are not responsible for any errors or delays in transmission or interpretation of said Letter of Credit or for the loss or late or non-arrival of part or of all the aforesaid documents, or the quality quantity or value or the merchandise represented by same, or for any loss or damage which may happen to the said merchandise, whether during its transit by sea or after or after its arrival or by reason of the non-insurance or insufficient insurance thereof or by whatever cause or for the stoppage, or detention thereof by the shipper or any party Whomsoever, engaging myself/Ourselves duly to accept and pay such drafts in all like instances.

六、与上述汇票及与汇票有关之应付各款项以及本申请人对贵行不论其现已发生或日后发生经已到期或尚未到期之其它债务在未清偿以前贵行得就本信用证项下所购运之货物单据及卖得价金视同为自己所有并应连同本申请人所有其它财产包括存在贵行及分支机构或贵行所管辖范围内之保证金存款余额等均任凭贵行移作上述汇票之共同担保以资清偿票款之用。

I/We further agree that the title to all property which shall be purchased and/or shipped under this Letter of Credit the documents relating thereto and the whole of the proceeds thereof, shall be and remain in you until the payment of the drafts or of all sums that may be due on said drafts or otherwise and until the payment of any and all other indebtedness and liability, now existing or now or hereafter created or incurred by me/us to you due or not due, it being understood that the said documents and the merchandise represented thereby and all my/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 the said drafts.

七、如上述汇票到期而本申请人不能照兑时或贵行因保障本身权益认为必要时贵行得不经通知有权决定将上述财产(包括货物在内)以公开或其它方式自由变卖就其卖得价金扣除费用后抵偿贵行借垫之各款毋须另行通知本申请人。

I/We hereby authorize you to dispose of the aforementioned property by public or private sale at your discretion/without notice to me/us whenever I/We shall fail to accept or pay the said drafts on due dates or whenever in your discretion it is deemed necessary for the protection of yourselves and after deducting all your expenses to reimburse yourselves out of the proceeds.

八、如发生受益人或通知(押汇)银行拒绝/未能支付本信用证规定由受益人负担之银行费用本申请人愿无条件偿付上述全部银行费用予贵行

In the event that the beneficiaries and/or advising (negotiating) bank refuse/fail to pay the banking charges for which the related Letter of Credit stipulated those are for the account of the beneficiaries. I/We agree to compensate all the said banking charges to you unconditionally.

九、本申请书之签署人如为二人或二人以上时对于本申请书所列各项条款自当共同连带及个别负其全部责任并负责向贵行办理一切结汇手续

In case this request is signed by two or more, all promises or agreements made hereunder shall be joint and several. I/We herewith bind myself/Ourselves to settle exchange on drafts drawn under this Letter of Credit with your goodselves.

十、本信用证如经展期或重开及修改任何条件本申请人对于以上各款愿绝对遵守不因展期重开或条件之修改而发生异议。

In case of extension or renewal of this Letter of Credit or modification of any kind in its terms, I/We agree to be bound for the full term of such extension or renewal, and notwithstanding any such modification.

十一、本公司证明以上所描述之货物非禁止或限制进口货物；如果需要进口许可证，本公司持有并承诺将向贵行出示有效的进口许可证。

We certify that the import of the goods described overleaf not prohibited or restricted and that we hold and undertake to exhibit to you a valid import license where such license is required.

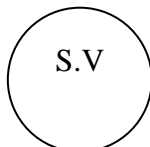
十二、该信用证及其相关支取受本公司与贵行确认并签署的《授信额度协议》或《国际贸易融资协议》内的条款约束。

十三、本公司承认，贵行保留在该信用证项下单据被提交时拒绝本公司贷款申请(申请见背面)的权利。

十四、贵行得经由其它联行，办理开发信用证及通知事宜。

Yours Faithfully,

分行	核准(备案)额度		APPROVED
	垫款余额(含本件)		
	汇率		
	利率		RECHECKED
	本件结汇(%)		
	手续费(%)		
	融资期间		CHECKED
	提货时征收担保品		
	<input type="checkbox"/> 本单位同意超过 21 天押汇之条款※(未打勾者视为不同意)		



\_\_\_\_\_  
 申 请 人  
 Authorized Signature Required