致:**華南商業銀行<u>澳門</u>分行**

TO: HUA NAN COMMERCIAL BANK, LTD

MACAU BRANCH				For Bank Use Only 銀行專用	
出口押匯/托收指示委託書 EXPORT NEGOTIATION / COLLECTION INSTRUCTION				Bank Reference No.	
茲將本公司下列匯票和/或單據交付貴行,由貴行按本委託書及本公司與貴行確認並簽署的授信額度協定或國際貿易融資協定之規定受理:					
We hand you draft and/or documents as under for disposal in accordance with the following instructions and subject to our Loan Facility Agreement or Trade Financing					
Agreement given to you and to the terms and conditions overleaf for:					
□ 出□押匯 Negotiation under documentary credit □ 出□托收 Collection □ 出□托收 Collection □ 出□托收 Collection with checking of documents under D/C					
受益人/發票人 Beneficiary/Drawer				發票號碼 Invoice No.	
收貨單位/付款人 Consignee/Drawee				發票金額 Invoice Amt.	
信用證號碼 D/C No.		由華南銀行通知 Advised by HNBK □ 是 Yes □ 否 No		核銷單編號 FERF No.	
開證行 D/C Opening Bank / 托收行 Collecting Bank (DP/DA 適用 Applicable to DP/DA bills)				聯絡人 Contact Person 電話 TEL No. 傳真 FAX No.	
非信用證單據托收指示 Instruction for Bill not under D/C (請標記"X"進行指示 please follow Instructions as marked "X")				單據及數量 Number of Documents Attached	
交單方式	□承兌交單	□付款交單		匯票 Draft	
Release Documents against	Acceptance	Payment		商業發票 Commercial Invoice	
我方將支付 We will pay 「貴行費 Your Cl		□海外費用 Overseas Charges	海關發票 Customs/Consular Invoice		
付款人需支付 Drawee to pay □貴行費用 Your Charges		□海外費用 Overseas Charges	保險單 Insurance Policy/Certificate		
若遭拒絕,免去費用及/或利息?	□可以 Yes	□不可以 No		簽名提單 Signed Bills of Lading	
如遭拒付 / 拒兌 If unpaid / unacceptance	□需要抗訴 Protest	□不需要抗訴 Do not protest		副本提單 Non-negotiable Bills of Lading	
以…方式通知理由 and advise reason by	□電報 Cable	□空郵 Airmail		空運單 Air Waybill	
承兌/付款可延至貨物抵達 Acceptance/payment may be deferred		□不可以 No		領貨收據 Cargo Receipt	
pending arrival of goods				裝箱單/重量單 Packing/Weight List	
貨物到達後,如果付款方式延誤或拒絕付款或承兌,請代為倉儲和投保,費用由我				產地證明書 Certificate of Origin	
方支付Store and insure the goods at our cos	t □需要 Yes	□不需要 No		普惠制產地證 GSP Form A	
if payment or acceptance is delayed o refused after arrival of goods	r			檢驗證明書 Inspection Certificate	
報關/申報資訊 CUSTOM Declaration Information			受益人證明 Beneficiary Certificate		
貿易方式 品名 Name of good Type of Trade		簽發日 stoms Declaration		出口許可證 Export License	
Type of flade	195de date Cus	stoms becaution		裝船通知 Advice of Shipment	
			其它單據 Other Documents		
結匯款扣除貴行費用後按下列指示付繳 Pay the proceeds after deduction of your bank charges			1		
according to:					
□ 請償還打包貸款,貸款號碼:					
Please to retire packing loan, Loan No.					
□ 請將扣除費用後的金額存入本公司帳號:。 Please credit the net proceeds to our A/C No.				~ 1 1	
□ 請存人本公司帳號:					
Please credit our A/C No any charges incurred, please debit our A/C No o					
其它指示 Other Instructions				S.V.	
客戶聲明:本公司特此確認"章則及條款"是本指示委託書不可分割的一部份,並同意遵守"章則及條款"Customer Declaration: We hereby acknowledge that the Terms and Conditions are an integral part of this form, and we agree to be bound by and comply with the Terms and Conditions.					

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章則及條款Terms and Conditions

1.本公司同意:

- a.當匯票不獲兌現時,無論本公司有否委託華南商業銀行(下稱"銀行")向付款人採取法律行動,銀行對本公司仍有追索權。
 Notwithstanding my/our instructions to protest the bill or otherwise, Hua Nan Commercial Bank, Ltd.("The Bank") retains recourse on me/us in the event of dishonour.
- b. 銀行無須對代理銀行、代理機構或分支代理機構的任何作為、疏忽、違約、休業、無償債能力或破產等負責。

 The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.
- c. 銀行無須對在匯款或在托收過程中發生的任何延誤或兌換損失等負責。

The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.

- d. 銀行無須對在傳遞或代理銀行、代理機構或分支代理機構受理匯票或單據過程中發生的任何遺失或延誤等負責。

 The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.
- 2. 本公司同意,一旦貴行對本公司所提交的任何保兌信用證項下的單據進行議付或融資,我們將會全面配合貴行,給予貴行所需的協助,協助貴行通過司法或其它途徑收回該信用證項下的未付款項,包括提供書面證據或者證言,或簽署為完善債權所需的任何其它文件。即便該信用證經過保兌,在下列情況發生時,貴行仍有權向本公司追索:由於禁令或者其它的法院指令導致開證行無義務支付該信用證載明的任何金額;由於本公司未遵守本申請書的規定,或者由於本公司捲入任何的欺詐、非法、未經授權的行為或其它類似行為導致貴行遭受任何損失。

We agree that upon the negotiation/finance of documents by the Bank under a confirmed letter of credit, we will co-operate fully with the Bank and render the Bank all assistance it requires in the collection of any outstandings and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt. The Bank shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay to it any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if the Bank suffers any other loss or damage, due to any failure by us to observe the provisions of this application or to any fraud, illegality, unauthorised act or the like in which we are involved.

- 3. 托收應按照國際商會第522號出版物《統一托收規則》(1995修改版)的規定辦理。

 Collections are subject to the Uniform Rules for Collection (1995 Revision), International Chamber of Commerce Publication No.522.
- 4. 跟單信用證項下收款按國際商會第600號(受理跟單信用證使用)(2007年修訂版)規定辦理。

 Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600.
- 5. 銀行可以全權處理(但無義務)自行決定貨物的儲存及投保,費用由本公司負責。

 The Bank has full authority (but no obligation) at its discretion to store and insure the goods at our risk and cost.
- 6. 銀行可以傳真發送拒絕付款或拒絕承兌的通知、或任何有關本項交易的往來函電。

The Bank may send any notice of dishonor of the bills or any other communications to us by facsimile.

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