

银行承兑汇票申请书

Application for Bank Acceptance Draft

编号: _____

Number: _____

本银行承兑汇票申请书（“**本申请书**”）由[_____]（“**承兑申请人**”）；向大华银行（中国）有限公司 _____ 分行（“**承兑行**”）

于[_____]年[_____]月[_____]日提交。

This Application for Bank Acceptance Draft (this “**Application**”) is submitted by[name of client] (the “**Acceptance Applicant**”); toUnited Overseas Bank (China) Limited, [branch name] Branch (the “**Acceptance Bank**”)

on [day, month, year]

承兑申请人向承兑行申请对票面要素如下的汇票（“**汇票**”）进行承兑：The Acceptance Applicant hereby requests the Acceptance Bank to add its acceptance to the following draft (the “**Draft**”):

出票人全称： Drawer:		收款人 Payee	全 称： Full Name	
出票人账号： Account No:			账 号： Account No:	
付款行全称： Paying Bank Full Name:			开户银行： Bank Name:	
汇票号码： Draft No:		汇票金额： Draft Sum:		(大写 in Word): (小写 in Number):
出票日期： Draft Date:		汇票到期日： Maturity Date:		
交易证明 Underlying trading documents	发票号 Invoice No			
	合同号 Contract No			
	其他证明文件 Other documents			

承兑申请人已知悉并同意，承兑行有权自主决定是否接受本申请书，如承兑行同意接受本申请书，则将根据如下条件和条款对汇票进行承兑：

The Acceptance Applicant is acknowledged and agrees that, the Acceptance Bank has sole discretion to decide whether to accept this Application and if the Acceptance Bank accepts this Application formally, it shall add its acceptance subject to and on the following conditions:

一、承兑申请人应于汇票到期日前或应承兑行不时之要求立即将应付票款足额交存至承兑

行指定的如下账户：

账户名称：_____ 账 号：_____

开 户 行：_____

The Acceptance Applicant shall forward the full amount of the Draft to the following account as designated by the Acceptance Bank prior to the maturity date or otherwise required by the Acceptance Bank from time to time:

Account name:

Account No:

Account Bank:

在汇票到期日，无论相关汇票是否被提示付款，承兑申请人应向承兑行支付全额票据款项，并且承兑行有权从承兑申请人账户直接扣收全额票据款项，将其划入承兑行的账户，并按照监管机构的要求解付。

On the maturity date, the Acceptance Applicant shall pay the full amount of the Draft to the Acceptance Bank, and the Acceptance Bank is entitled to debit the full amount of the Draft from the account of the Acceptance Applicant and credit it to the Acceptance Bank's Nostro Account for payment as required by the regulatory authorities, no matter the Draft is presented for payment or not.

- 二、承兑申请人已知悉并同意，承兑手续费为汇票票面金额的万分之五（0.05%），承兑风险溢价费为敞口金额的_____。承兑申请人应在本申请书签署当日向承兑行一次付清。

The Acceptance Applicant is acknowledged and agrees that the Acceptance Applicant shall pay to the Acceptance Bank the acceptance fee at the rate of 0.05% on the face value of the Draft, risk premium at the rate of _____ on draft amount minus pledge amount and this fee shall be paid on the date of this Application.

- 三、承兑申请人申请承兑的汇票为电子汇票的，须同时通过电子商业汇票系统（“电票系统”）向承兑行发送与本申请书项下所列汇票信息相符的电子汇票的线上承兑请求（“线上请求”）。承兑申请人确认，银行通过电票系统收到的该等线上请求是承兑申请人的真实意思表示，该等电子汇票及线上请求是经由承兑申请人合法有效的电子签名作出并已经认证，是真实、合法且有效的，对承兑申请人具有完全的法律约束力，银行有权视该等线上请求为本申请书的一部分。

Where the Acceptance Applicant applies for acceptance of an Electronic Draft, it shall simultaneously send to the Acceptance Bank through the Electronic Commercial Draft System (the "ECDS") an online acceptance request (the "Online Request") of the Electronic Draft which is complying with relevant information listed in this Application. The acceptance applicant confirms that the Online Request received by the Acceptance Bank through the ECDS is genuine expressions of intention of the Acceptance Applicant, and the Electronic Drafts and Online Request are made by the legitimate and valid electronic signatures of the Acceptance Applicant and have been authenticated, which are genuine, legal and valid, and are fully legally binding on the Acceptance Applicant. The Acceptance Bank is entitled to deem such online requests as integral part of this Application.

四、承兑申请人在此向承兑行陈述并保证如下：

The Acceptance Applicant hereby represents and warrants to the Acceptance Bank that:

- (1) 承兑申请人依据中华人民共和国法律(“中国”)合法设立并有效存续，并且具备完全的法律能力、权力、权利以及授权以签署、履行并递交本申请书。

The Acceptance Applicant is duly established and validly existing under the laws of the People's Republic of China (“PRC”), and has full legal capacity, power, right and authority to execute, perform and deliver this Application.

- (2) 承兑申请人已经获得所有与本申请书相关的所有必需的同意及授权并且该等同意及授权在本申请书期间内持续有效。

All necessary consents and authorizations in respect of this Application have been obtained by the Acceptance Applicant and will remain in full force and effect during the term of this Application.

- (3) 本申请书根据其条款构成承兑申请人的合法、有效、有约束力并且可执行的义务。

This Application constitutes the Acceptance Applicant's legal, valid, binding and enforceable obligations in accordance with the terms herein.

- (4) 承兑申请人签署并履行本申请书以及本申请书项下的交易没有且将来也不会与(a)任何适用于承兑申请人的法律或法规；(b) 承兑申请人的公司章程或其他成立性文件；或(c)任何对承兑申请人或其财产有约束力的协议或文件产生冲突。

Signing and performance by the Acceptance Applicant of this Application and the transactions contemplated by this Application does not and will not: (a) conflict with any law or regulation applicable to the Acceptance Applicant; (b) conflict with articles of association or other constitutional documents of the Acceptance Applicant; or (c) conflict with any agreement or instrument binding upon the Acceptance Applicant or any of the Acceptance Applicant's assets.

- (5) 在本申请书项下承兑或将要承兑的汇票上所记录的签名、签章/盖章以及任何及所有法定事项是完整的、真实的、合法的以及有效的

The signature, seal/chop, any and all mandatory particulars recorded on the Draft accepted or to be accepted by the Acceptance Bank under this Application are complete, authentic, legal and valid.

五、承兑申请人承诺该汇票用于的基础交易是真实、合法和有效的，其向承兑行提供的所有证明文件(包括但不限于盖有承兑申请人公章的与所申请承兑的汇票有关的基础交易合同)及其上的签章是真实、合法和有效的。

The Acceptance Applicant represents that the underlying transaction is authentic, legal and valid, and all documents submitted by the Acceptance Applicant (including but not limited to a copy of the underlying transaction contracts (affixed with the official chop of the

relevant Acceptance Applicant) in relation to the Draft in respect of which an application for acceptance is made) and the signatures and chops on it are authentic, legal and valid.

- 六、 承兑申请人应遵守承兑行与汇票承兑服务/业务相关的通常的商业实践及操作程序，该等商业实践及操作程序由承兑行根据适用的法律及法规制定。

The Acceptance Applicant shall comply with the regular business practices and operational procedures of the Acceptance Bank with regard to the draft acceptance services/businesses, which shall be formulated by the Acceptance Bank in accordance with the applicable laws and regulations.

- 七、 承兑申请人不得在汇票之上创设或允许存在任何抵押、质押、留置或任何其他担保权利。

The Acceptance Applicant shall create or permit to subsist no mortgage, pledge, lien or any other security interest over the Draft.

- 八、 承兑申请人与收款人/持票人如发生任何交易纠纷，均由其双方自行处理，承兑申请人仍应履行其在本申请书第一条项下的足额按时交存票款的义务。

If there is any dispute between the Acceptance Applicant and the payee/holder of the Draft, the Acceptance Applicant and the payee/holder of the Draft shall settle the dispute between themselves, but the obligation of the Acceptance Applicant to timely forward the full amount of the Draft as per Article 1 remains.

- 九、 承兑申请人已知悉并同意：汇票到期，承兑行凭票无条件支付票款。如汇票到期日之前，承兑申请人已向承兑行交存保证金的，承兑行有权将该等保证金用于票款支付；承兑申请人没有交存保证金或交存的保证金不足以支付全额票款的或承兑申请人未能根据本申请书第一条将相关票款交存或其他任何原因致使承兑行垫付票款，承兑申请人应立即对不足部分或承兑行的垫付票款部分向承兑行支付罚息（目前的罚息率为每日 0.05%），该等罚息率将根据适用法律、法规之规定随时调整而无需另行通知承兑申请人）并应承兑行要求立即将该等不足部分或承兑行垫付部分向承兑行全额支付而不做任何抵扣。

The Acceptance Applicant is acknowledged and agrees that: once the Draft matures, the Acceptance Bank is entitled to pay under the Draft without condition. If the Acceptance Applicant has placed marginal deposit in advance to the Acceptance Bank, the Acceptance Bank is entitled to use the deposit for payment of the Draft. In case of no marginal deposit or the amount thereof is insufficient or if the Applicant fails to forward the payment pursuant to clause 1 hereof or otherwise which result in any advance paid by the Acceptance Bank, the Acceptance Applicant shall forthwith pay to the Acceptance Bank any shortfall or any advance so paid by the Acceptance Bank under the Draft at the request of the Acceptance Bank and penalty interest thereof without any deduction. The current penalty interest rate shall be at _____% per day, and is subject to change by the Acceptance Bank in accordance with applicable laws/regulations without notice to the Acceptance Applicant.

十、 承兑申请人同意并授权，承兑行有权随时查询承兑申请人之企业端“企业防伪税控开票子系统”(如适用)或类似信息系统及真实交易证明文件中发票的原件。承兑申请人违反前述约定和/或根据前述查询结果，在不影响承兑行享有的任何其他权利的前提下，承兑行有权不时自主决定(且无需取得承兑申请人同意或通知承兑申请人)在任何时间拒绝接受承兑申请人的承兑申请、暂停或停止承兑、要求承兑申请人追加提供形式及实质均令承兑行满意之担保。承兑申请人同意并保证予以配合。

The Acceptance Applicant agrees and authorizes that the Acceptance Bank has right to check the enterprise end of the enterprise security tax-controlled billing subsystem (企业防伪税控开票子系统) (if applicable) or similar information systems and the original of the invoice of the authentic underlying trading documents. In case of breach of the aforementioned provision by the Acceptance Applicant and/or in accordance with the enquiry result, without prejudice to the other rights the Acceptance Bank has, the Acceptance Bank has right to from time to time at its sole discretion decline the application of the acceptance of the Acceptance Applicant without consent of the Acceptance Applicant or the notice to the Acceptance Applicant at any time or suspend or terminate the acceptance and require the Acceptance Applicant to provide the additional security which is in form and substance satisfactory to the Acceptance Bank. The Acceptance Applicant agrees and warrants that it will render the cooperation.

十一、 承兑申请人已知悉并同意，承兑申请人应当一经承兑行的要求，立即自负费用，参与有可能对承兑行提起的与本申请书有关的任何诉讼并进行抗辩，该诉讼不包括直接由承兑行的重大过失或故意不当行为导致的诉讼。

The Acceptance Applicant is acknowledged and agrees that it shall, immediately upon request by the Acceptance Bank, appear in and defend at the Acceptance Applicant's own cost and expense any action which may be brought against the Acceptance Bank in connection with this Application, other than those actions arising directly from the Acceptance Bank's gross negligence or willful misconduct.

十二、 承兑申请人已知悉并同意向承兑行赔偿其遭受的与本申请书或本申请书项下任何交易相关的任何负债、成本、税费或损失(包括但不限于与签订、履行或执行本申请书相关的及与执行本申请书或保护本申请书项下的权利相关的律师费用)，除非这些负债或损失直接由承兑行的重大过失或故意不当行为导致。

The Acceptance Applicant is acknowledged and agrees that it shall indemnify the Acceptance Bank against any liability, cost, taxes, expense or loss incurred by the Acceptance Bank in connection with this Application or any transactions contemplated by this Application (including but not limited to the legal fees in connection with the entry into, performance or enforcement of this Application, or the enforcement of, or the preservation of any rights under this Application), other than those liabilities or losses arising directly from the Bank's gross negligence or willful misconduct.

十三、 承兑申请人已知悉并同意，如果承兑申请人不能支付本申请书下的任何应付款项，承兑行有权从承兑申请人开立承兑行的任何账户中扣收该等应付款项。

The Acceptance Applicant is acknowledged and agrees that the Acceptance Bank is authorized to debit the Acceptance Applicant's account(s) for any sum that is owing and

unpaid by the Acceptance Applicant.

十四、 承兑申请人已了解纸质商业汇票流通中的风险，并知悉承兑行已具备电子商业汇票系统。承兑申请人确认，对于单张票面金额 100 万元及以上的票据，应优先选择开立电子银行承兑汇票。

The Acceptance Applicant is aware of the risk associated with paper commercial draft and is acknowledged that the Acceptance Bank is equipped with Electronic Commercial Draft System. The Acceptance Applicant is acknowledged that, for the commercial draft with the face value of more than RMB1,000,000, he will issue electronic bank acceptance draft as priority.

十五、 汇票票款及其他与本申请书相关的款项结清后，本申请书自动失效。

This Application shall automatically terminate once the Draft and all liabilities in connection with this Application have been settled.

十六、 承兑申请人授权承兑行可向(i) 承兑行的任何分支机构、子公司、关联公司或承兑行的附属公司；(ii)中国的政府部门、信用管理机构以及法律要求披露信息的其他地方的政府部门或信用管理机构；(iii)向承兑行提供专家建议的人；以及(iv)与承兑行已经或可能达成的与本申请书有关的任何转让或参与协议的任何人，披露承兑申请人、本申请书或双方间交易的相关信息。

The Acceptance Applicant authorizes the Acceptance Bank to disclose any relevant information in connection with the Acceptance Applicant, this Application or any transactions between the parties to (i) any branches, subsidiaries, affiliated or associated companies of the Acceptance Bank; (ii) any PRC government agencies, credit management authorities, or (where so required by law) other local governments or credit management authorities; and (iii) persons who provide professional advice to the Acceptance Bank; and (iv) any person who has entered into or may enter into any transfer or participation agreement in respect of this Application.

十七、 承兑申请人不得转让其在本申请书项下所有或任何权利和/或义务。承兑申请人同意，承兑行经通知承兑申请人且无须取得承兑申请人事先同意，即可在任何时候向任何其他人士转让其在本申请书项下所有或任何权利和/或义务。为完善及完成对承兑行的权利、利益及义务的转让之目的，承兑申请人将签订承兑行合理要求的文件并采取承兑行合理要求的行动。

The Acceptance Applicant may not assign all or any of its rights and/or obligations under this Application. The Acceptance Applicant agrees that the Acceptance Bank may without prior consent from the Acceptance Applicant, assign all or any of its rights and/or obligations under this Application at any time to any other persons upon notice to the Acceptance Applicant. For the purpose of perfecting and completing the assignment of the Acceptance Bank's rights, interests and obligations, the Acceptance Applicant will enter into such documents and take such actions as the Acceptance Bank may reasonably request.

十八、 如果本申请书的任一规定在任一司法管辖区内是或成为不合法，无效或无法执行，其不会影响：(1)本申请书任何其他条款在该司法管辖区内的有效性或可执行性；或(2) 本申请书的该条款或任何其他条款在其他司法管辖区内的有效性或可执行性。

If a provision of this Application is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect: (1) the validity or enforceability in that jurisdiction of any other provision of this Application; or (2) the validity or enforceability in other jurisdictions of that or any other provision of this Application.

十九、 除非通过承兑行签署书面文件或承兑行可能同意的其他方式，本申请书的条款不得被修改。

No provision of this Application may be amended except by an instrument in writing signed by the Acceptance Bank or in such other manner as may be agreed by the Acceptance Bank.

二十、 本申请书适用中国法律(为本申请书之目的，不包括香港特别行政区、澳门特别行政区及台湾省的法律)并据其解释。本申请书项下的或与本申请书有关的任何纠纷，应提交承兑行住所地所在的有管辖权的中国法院管辖。

This Application shall be governed by and construed in accordance with the laws of the PRC (for the purpose of this Clause, not including the laws of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan), and any dispute under or in connection with this Application shall be submitted to the jurisdiction of the court of the PRC where the Acceptance Bank is domiciled.

二十一、 本申请书的中文文本为作准文本，英文翻译仅作参考。

The Chinese version of this Application shall be the prevailing version. The unofficial English translation is for general reference only.

承兑申请人 Acceptance Applicant:

授权签字人签署 Authorized signatory