

# 不可撤销信用证申请书

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT

致：大华银行（中国）有限公司  
TO: UNITED OVERSEAS BANK (CHINA) LIMITED

信用证号： CREDIT NO:	
---------------------	--

请勾选相关空格  
PLEASE TICK IN THE RELEVANT BOX

日期：  
DATE:

申请人全名及地址 APPLICANT'S FULL NAME AND ADDRESS		币种 CURRENCY		金额（大写和小写） AMOUNT (IN WORDS AND FIGURES)	
金额浮动范围 TOLERANCE ON AMOUNT		货物数量浮动范围 TOLERANCE ON GOODS QUANTITY			
到期日（日/月/年） EXPIRY DATE (DD/MM/YY)		通知行 ADVISING BANK			
到期地点 EXPIRY PLACE		<input type="checkbox"/> 受益人所在国 IN BENEFICIARY'S COUNTRY		第二通知行 SECOND ADVISING BANK	
其他 OTHERS _____					
账号 A/C NO.	电话 TEL NO.	信用证凭本申请表中详述的文件并附受益人的汇票兑用 CREDIT IS AVAILABLE AGAINST DOCUMENTS DETAILED HEREIN AND BENEFICIARY'S DRAFT			
联系人 CONTACT PERSON	传真 FAX NO.	汇票类型 <input type="checkbox"/> 即期 <input type="checkbox"/> 远期，*见票后/提单日后 _____ 日支付发票金额 _____ % DRAFT TYPE AT SIGHT USANCE, AT _____ DAYS AFTER * SIGHT/BILL OF LADING FOR _____ % INVOICE VALUE			
受益人全名及地址 BENEFICIARY'S FULL NAME AND ADDRESS		其他 *说明 OTHERS DESCRIPTION _____			
信用证类型 L/C TYPE		<input type="checkbox"/> 即期付款 <input type="checkbox"/> 承兑 <input type="checkbox"/> 议付 <input type="checkbox"/> 延期付款 SIGHT PAYMENT ACCEPTANCE NEGOTIATION DEFERRED PAYMENT			
是否为本公司之关联公司 OUR RELATED COMPANY		信用证寄送方式 CREDIT TO BE SENT BY			
<input type="checkbox"/> 是 <input type="checkbox"/> 否 YES NO		<input type="checkbox"/> 航空邮寄(*) <input type="checkbox"/> 航空邮寄加简电 AIRMAIL(*) AIRMAIL WITH BRIEF TELETRANSMISSION(*)			
传真 FAX NO.	电话 TEL NO.	<input type="checkbox"/> 全文电报 <input type="checkbox"/> 快递 (*) <input type="checkbox"/> 到柜台自取 FULL TELETRANSMISSION COURIER (*) COLLECT AT COUNTER			
是否允许分运 PARTIAL SHIPMENT ALLOWED		该信用证将由贵行或贵行之往来银行负责通知，并且贵行有权选择由偿付行进行偿付的方式 The Credit will be advised through your offices or correspondents and you have the right to choose the mode of reimbursement at the reimbursement bank			
<input type="checkbox"/> 是 <input type="checkbox"/> 否 YES NO		是否允许转运 TRANSHIPMENT ALLOWED		<input type="checkbox"/> 可转让信用证 TRANSFERRABLE LETTER OF CREDIT	
<input type="checkbox"/> 是 <input type="checkbox"/> 否 YES NO		要求通知行加具保兑 LC TO BE CONFIRMED BY ADVISING BANK		贸易条款 <input type="checkbox"/> 2000 <input type="checkbox"/> 2010 INCOTERMS	
装运 SHIPMENT		特殊跟单信用证（如有） SPECIAL TYPES OF CREDIT (IF APPLICABLE)		<input type="checkbox"/> CIF _____ <input type="checkbox"/> CFR _____ <input type="checkbox"/> FOB _____ <input type="checkbox"/> CIP _____ <input type="checkbox"/> CPT _____ <input type="checkbox"/> FCA _____	
1 装运港/出发地机场 PLACE OF LOADING/DEPARTURE AIRPORT		备用信用证适用于 STANDBY LC SUBJECT TO		<input type="checkbox"/> UCP600 <input type="checkbox"/> ISP98	
2 卸货港/目的地机场 PORT OF DISCHARGE/DESTINATION AIRPORT		<input type="checkbox"/> EX-WORK/EX-WAREHOUSE/EX-FACTORY			
3 最终目的地 PLACE OF FINAL DESTINATION		<input type="checkbox"/> 其他 OTHERS			
4 最迟装运日期（日/月/年） LATEST SHIPMENT DATE (DD/MM/YY)					
所需文件（一式三份，除非另有声明） DOCUMENTS REQUIRED (IN TRIPLICATE UNLESS OTHERWISE STATED)					
发票及其他文件 INVOICE AND OTHER DOCUMENTS					
<input type="checkbox"/> 已签订商业发票 SIGNED COMMERCIAL INVOICE		<input type="checkbox"/> 货物重量单 WEIGHT LIST			
<input type="checkbox"/> 货物装箱单 PACKING LIST		<input type="checkbox"/> 原产地证明 CERTIFICATE OF ORIGIN _____			
<input type="checkbox"/> 其他： OTHERS: _____					

保险 INSURANCE	<input type="checkbox"/> 保险*单/证明 INSURANCE *POLICY/CERTIFICATE  保单号 COVER NO. _____ 保险公司 INSURANCE CO. _____	^保险由 ^INSURANCE TO BE COVERED BY	<input type="checkbox"/> 申请人 APPLICANT  <input type="checkbox"/> 其他 *说明 OTHERS DESCRIPTION: _____  110% 发票金额的空白背书包含协会货物条款 (A/B/C/航空), 协会货物战争险条款, 将在中国进行赔款	
运输文件 TRANSPORT DOCS  <input type="checkbox"/> 副本 COPIES  <input type="checkbox"/> 仅允许正本 ORIGINAL ONLY	<input type="checkbox"/> 套清洁海运装船提单 SET(S) OF CLEAN ON BOARD OCEAN BILLS OF LADING  <input type="checkbox"/> 空运提单“托运人/发货人”联 AIRWAY BILL, MARKED "FOR CONSIGNER/SHIPPER"  <input type="checkbox"/> 申请人签署的交货提示/货物收款 DELIVERY ORDER/CARGO RECEIPT COUNTERSIGNED BY APPLICANT  <input type="checkbox"/> 其他 OTHERS _____	请注明 MARKED  请通知 NOTIFYING  收货人 MADE OUT TO	<input type="checkbox"/> 预付 FREIGHT PREPAID  <input type="checkbox"/> 申请人 APPLICANT  <input type="checkbox"/> 开证行指示 ISSUING BANK'S ORDER  <input type="checkbox"/> 指示, 且空白背书 ORDER BLANK ENDORSED  <input type="checkbox"/> 申请人 APPLICANT	<input type="checkbox"/> 到付 FREIGHT COLLECT  <input type="checkbox"/> 其他 OTHERS _____  <input type="checkbox"/> 托运方指示, 且空白背书 ORDER OF SHIPPER, BLANK ENDORSED  <input type="checkbox"/> 申请人指示 ORDER OF APPLICANT  <input type="checkbox"/> 其他 OTHERS _____
特殊指示 SPECIAL INSTRUCTIONS	所有非开证行的银行费用 (包括保兑费和偿付费) 由以下之人承担 ALL BANKING CHARGES OUTSIDE OF ISSUING BANK INCLUDING CONFIRMATION CHARGES AND REIMBURSEMENT CHARGES FOR ACCOUNT OF <input type="checkbox"/> 受益人 BENEFICIARY <input type="checkbox"/> 申请人 账号 APPLICANT A/C NO. _____			
简要货物描述 BRIEF DESCRIPTION OF GOODS				
交单期限: 单据需在运输单据签发之日后的 _____ 天内交至银行 PRESENTATION PERIOD: DOCUMENTS TO BE PRESENTED WITHIN _____ DAYS AFTER THE DATE OF ISSUANCE OF TRANSPORT DOCUMENTS				

本人/本公司承诺自收到贵行以传真方式通知到单日起两个工作日内, 以书面或传真方式通知贵行单据中不符点以及是否需拒付, 若未能在上述期限内取单或发出通知, 则等同于放弃不符点及拒付权利。

WE UNDERTAKE TO PICK UP DOCUMENTS FROM YOUR OFFICE WITHIN TWO WORKING DAYS FROM THE DATE OF YOUR DISPATCH TO US BY FAX AFFIRMING YOUR RECEIPT OF THE DOCUMENTS AND TO ADVISE YOU IN WRITING OR BY FAX BY THE END OF THE NEXT WORKING DAY OF ANY DISCREPANCY IN DOCUMENTS AND OUR WISH TO REJECT THE DOCUMENTS. OUR FAILURE TO PICK UP THE DOCUMENTS OR TO SEND YOU AN ADVICE IN THE MANNER AND WITHIN THE TIME HERE PRESCRIBED SHALL CONSTITUTE A WAIVER OF OUR RIGHT TO REJECT THE DOCUMENTS.

本人/本公司在此同意申请书背面的条款及条件  
 WE HEREBY AGREE TO THE GENERAL TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE THEREOF

仅供银行使用  
 FOR BANK USE ONLY

\_\_\_\_\_  
 授权签字及公司印章  
 AUTHORISED SIGNATURE(S) & COMPANY STAMP

\*删除不适用之处  
 \*DELETE INAPPLICABLE

费用 CHARGES		准备人: PREPARED BY
佣金: COMMISSION		
邮费: POSTAGE		
电报费: CABLE FEE		
验印 SIGNATURE VERIFICATION		核准人: APPROVED BY
(1)		
(2)		

## 条款与条件 TERMS AND CONDITIONS

鉴于贵行根据本条款与条件及背面内容开立信用证（“信用证”），本人/本公司同意：

In consideration of your issuing a Letter of Credit (the "Credit") in accordance with these terms and conditions the particulars overleaf, I/we hereby agree as follows:

1. 本申请书将构成贵行与本人/本公司之间的一项协议，本条款与条件和申请书的条款和条件将包括在该协议之中。  
This Application will constitute an agreement between you and us with these terms and conditions and those referred to in this Application shall be included in such agreement.
2. 一经贵行要求，本人/本公司将（1）（以贵行所偿付款项的币种）向贵行支付一笔金额等于贵行被请求偿付的或已经偿付的与信用证相关的每一笔付款的款项（连同按照贵行不时决定的利率向贵行支付从贵行付款之日起至贵行收到该笔款项时为止的期间的利息）；和（2）补偿贵行因本申请书或信用证而发生的或与该等交易有关的无论任何性质或因任何原因而产生的所有债务、付款、损失、损害费用和开支（包括贵行可能发生的所有法律费用或其他费用和开支（包括内部和外聘法律顾问费用））（“开支”），并且一经要求，将立即偿还贵行可能发生的任何该等开支。本人/本公司亦同意，一经要求即向贵行提供资金以满足在信用证项下或与信用证相关的已做出或将做出的全部支出、承兑和其他付款，包括但不限于佣金、利息和费用。  
I/We shall forthwith on your demand (1) pay to you an amount equal to each amount claimed against or paid out by in respect of the Credit (in the same currency as the amount paid by you and together with interest at the relevant rate as determined by you from time to time from the date of payment by you to the date that amount is received by you); and (2) indemnify you against all liabilities, payments, losses, damages, costs and expenses whatsoever or howsoever or the Credit or with respect to such transaction ("Expenses") and shall forthwith upon demand indemnify you against any such Expenses which you may incur. I/We also agree to provide you upon demand with funds to meet all disbursements, acceptances and other payment made or to be made under or in connection with the Credit, including but not limited to commission, interest and charge.
3. 本人/本公司不可撤销并无条件地授权贵行不必事先通知、征询或再经授权即可支付和满足信用证项下可能提出的或已经提出的付款要求。本人/本公司同意，贵行根据或旨在根据信用证所做出的任何偿付应对本人/本公司具有约束力；并且，本人/本公司应接受贵行的该等行为并视其为贵行有义务偿付或满足该等请求的终局性证据。  
I/We irrevocably and unconditionally authorize you to make all payments and comply with all demands which may be or has been under the Credit without any reference to or further authority from me/us and without any inquiry by you. I/We agree that any payment made or purported to be made by you in accordance with the Credit shall be binding upon me/us and shall be accepted by me/us as conclusive evidence that you were liable to make such payment or to comply with such demand.
4. 与开立信用证或该等信用证项下相关交易有关的已经或应当转移至贵行（或贵行的代理行）占有的任何货物及相关资产、提单、许可证、提货单、物权凭证及有价证券，应按照贵行指示将其质押给贵行作为贵行或贵行的代理行在信用证项下所有已支付或将支付款项的担保。  
Any goods and the relevant assets, Bills of Lading, Warrants, Delivery Orders, Documents of Title and securities whatsoever which have been or shall be hereafter delivered into your possession (or into the possession of your agents) with respect to the opening of Credit or the relevant transactions under the Credit, shall be pledged to you as requested by you to secure all payments made or to be made by you or your agents under the Credit.
5. 贵行及贵行的代理行对以下各项均不承担责任：任何货物的不符点、规格、质量、数量、价值或交付，任何文件、票据及/或汇票（“单据”）的正确性、真实性、合规性或有效性，任何单据中规定的一般性的或特定的条件，或与航运相关的指令的任何延迟或偏差。在尽到合理注意之后，贵行对处于其控制之下的任何货物、文件或款物不承担任何责任。并且对于贵行妥为选定的代理行或往来行的疏忽或过失以及在传输过程中产生的任何损失，贵行不承担任何责任。  
Neither you nor your agent shall be responsible for any discrepancy, description, quality, quantity, value or delivery of any goods, the correctness, genuineness, regularity or validity of any documents, drafts and/or bill of exchange ("Documents"), general or particular conditions stipulated in any Documents or any delay or deviation from instructions relating to shipments. You shall not be responsible for any goods, documents or items in your possession once you have exercised reasonable care in respect of such goods, documents or items. You shall not be liable in any way for any losses caused due to the default or negligence of the duly selected agent or correspondent or caused during the transit.
6. 如果本人/本公司未能履行（无论在本申请书或信用证项下或与之相关）本人/本公司对贵行所负的任何义务，或者本人/本公司发生或对本/本公司提起任何破产、歇业或其它清算程序，或者贵行认为本人/本公司的业务、资产或资产状况出现重大不利变化（一项“违约事件”）（并且本人/本公司承诺一旦违约事件发生将立即通知贵行），那么在在一项违约事件之后的任何时候：  
Should I/we fail to perform any of my/our obligations owing to you (whether under or in connection with this Application or the Credit) or should any bankruptcy, winding-up or other insolvency proceedings be commenced or filed by or against me/us, or in your opinion there occurs a material adverse change in our business, assets or financial condition (an "Event of Default") (and I/we undertake to notify you immediately if any Event of Default occurs), then at any time after the occurrence of an Event of Default:
  - 6.1 贵行可通知本人/本公司宣布本人/本公司在本申请书或信用证项下对贵行的全部债务和负债（无论现有的或将来的、实际的或或有的，共同的或单独的）立即到期应付；  
You may by notice to me/us declare all my/our obligation and liabilities to you under this Application or the Credit (whether present of future, actual or contingent, joint or several) to be immediately due and payable;
  - 6.2 以信用证项下受益人和任何保兑银行（如有必要）的同意为前提，贵行可取消信用证的全部余额或未动用余额，并且因该等取消发生的所有开支应由本人/本公司承担和支付；  
Subject to the consent of the beneficiary and any confirming bank under the Credit (if necessary), you may cancel all or any unused balance of the Credit, and all Expenses resulting from such cancellation shall be borne and paid to you by us on demand;
  - 6.3 当本人/本公司未能到期还款或未能清偿任何债务时，本人/本公司授权贵行自行决定而无须通知本人/本公司而以公开或非公开出售的方式全部或部分处置信用证项下的任何货物或本人/本公司质押于贵行的任何其他资产；  
You are authorized to dispose, at your discretion, any goods under the Credit, or other property pledged to you in whole or in part by public or private sale without notice to me/us whenever I/we fail to pay an amount due hereunder or fail to discharge my/our liabilities and obligations;
  - 6.4 贵行可于现在或者在本申请书日期之后，动用本人/本公司在贵行开立的账户中贷方项下的任何资金，和/或贵行可以借记本人/本公司在贵行开立的任何账户，以偿还本人/本公司对贵行的任何负债，并且为该等目的，贵行可以按照贵行在结算日报出的相关汇率将任何该等账户中贷方项下的任何资金兑换为任何其它货币，相关费用由本人/本公司承担；及  
You may, now or after the date of this Application, appropriate any monies standing to the credit of my/our accounts with you and/or you may debit any of my/our accounts with you to satisfy our liabilities owing to you and for such purposes you may convert, at my/our expense, at your rate quoted on the settlement date any monies standing to the credit of any such account any other currency; and
  - 6.5 一经贵行要求，本人/本公司将向贵行支付与信用证相关的保证金，金额等于贵行的有关信用证的最大或有负债的金额。该等保证金由贵行自行决定用于下列用途（i）作为本人/本公司在本申请书和信用证项下对贵行的负债的持续担保，或（ii）用于减少本人/本公司信用证项下的负债。只有当本人/本公司在申请书或信用证项下的全部负债（实际的或或有的）无条件地并不可撤销地清偿之后，贵行将被要求向本人/本公司返还贵行证实为清偿全部负债之后的剩余款项。  
Upon your demand, I/we shall pay to you cash cover in respect of the Credit in an amount equal to your maximum contingent liability in respect of the Credit. Such cash cover provided may at your option either (i) be held as continuing security for our obligations under this Application and the Credit; or (ii) be applied towards reducing my/our liabilities under the Credit. Only on the unconditional and irrevocable satisfaction of all my/our liabilities (actual or contingent) under or connected with this Application or the Credit will you be required to repay me/us the amount which you certify to be the amount remaining after satisfaction of all such liabilities.
7. 本人/本公司进一步不可撤销且无条件地授权贵行，借记或扣划本公司在贵行开立的任何或所有账户，用于清偿本公司现在或此后任何时候就信用证和本条款和条件有关的对贵行应对而未付的全部或任何部分款项，并且无需向本公司发出任何通知。  
I/We further irrevocably and unconditionally authorize you, without any notice to us, to deduct or debit any or all of my/our accounts with you for settlement of all or any part of the amounts now and at any time hereafter due or owing to you, which remain unpaid by us in connection with the Credit and/or these Terms and

Conditions.

8. 一经贵行要求，本人/本公司将不时自负费用向贵行提供实质内容和格式上令贵行满意的进一步担保，且贵行认为该等担保的金额和/或价值足以担保本人/本公司在本申请书和信用证项下对贵行的任何负债，并且如果相关适用法律、法规或规章或贵行要求，本人/本公司将从主管机关（如有要求）取得全部必要的审批并向其办理该等担保的登记。

Upon your request, I/we shall at my/ our cost furnish further security in form and substance satisfactory to you from time to time in amounts and/or values which is in your opinion sufficient to secure any of our liabilities to you under this Application and Credit and if required by relevant application law, regulations or rules or by you, I/we shall obtain all necessary approvals from, and procure the registration of such security with, the appropriate authority (ies) (if required).

9. 就信用证项下的保险而言，贵行有权确保货物或其他资产是在贵行与本人/本公司联名之下投保的，或将相关保险权益以贵行满意的方式转让或转移至贵行。若该等保险过期，贵行有权代表本人/本公司续签 保单，或为该货物或其他资产重新投保至贵行认为必要的投保期限，所有相关费用由本人/本公司承担。

In relation to the insurance under the Credit, you shall be entitled to ensure that the goods or other property be covered in the joint names of yourselves and myself/ourselves or to transfer and assign the relevant insurance interest to you in a manner satisfactory to you and, in the case of the expiry of any insurance, you shall be entitled to renew it or to effect a new insurance of the goods or other property for my/our account until such times as you deem necessary, and the relevant costs shall be borne by me/us.

- 10 贵行将信托收据或类似安排或任何担保项下货物或其他资产的物权凭证递交给本人/本公司，并不免除本人/本公司在此条款下的任何责任和义务，贵行有权单独行使本条款与条件项下的权利，或一并行使本条款与条件该等信托收据或类似安排或其他担保项下的权利。

Delivery by yourselves to me/us with the trust receipt or any similar arrangement or the goods under any security or the documents of title to any other property shall not release me/us from any undertaking and obligation hereunder and you shall be entitled to enforce your rights hereunder independently together with the rights conferred on you under these terms and conditions and such trust receipt or similar arrangement or the rights under other security.

- 11 无论信用证条款有任何种类的修改、展期、更新、更改或修订，本人/本公司都应持续受此条款下本人/本公司承诺的约束。

I/We shall continue being bound by all our undertakings herein notwithstanding any amendment, extension, renewal, revision or modification of any kind in the terms of the Credit.

- 12 本申请书和信用证应受跟单信用证统一惯例（国际商会2007年出版的修订版，即UCP600）或国际备用证惯例（ISP98）或任何其更新版本的制约，并受中华人民共和国（“中国”）法律管辖并依其解释。

This Application and the Credit shall be subject to the Uniform Customs and Practice for Documents Credits(2007 Revision-international Chamber of Commerce Publication No.600)or/ISP98 or any updated version thereof and shall be governed by and construed in accordance with the law of the People's Republic of China(the "PRC").

- 13 本申请书或信用证项下的或与之相关的任何争议受贵行所在地有管辖权的中国法院管辖。

Any disputes under or in connection with this Application or the Credit shall be submitted to the jurisdiction of the competent court where you are located.

- 14 本申请书中提及单数词语时包括复数，反之亦然。“贵行”这一称谓在适用的范围内，包括贵行在世界各地的分行、贵行的往来银行、代理行以及贵行的继承人和受让人。

In the Application references to the singular include the plural and vice versa. References to "you" include, to the extent application, your branches in any part of the world, your correspondents, your agents and your successor and assigns.

- 15 如果据以开立信用证的本申请书的任何条款因为任何原因或成为不合法、无效或无法执行，该条款应与其余条款相隔离，而其余条款将不受影响。

If any provision of this Application and upon which the Credit is and becomes issued is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions which will remain unaffected.

- 16 本申请书及其条款和条件可以中文或英文签署，如有不一致，请以中文版本为准。

This application and these Terms and Conditions may be prepared in both Chinese and English, and the Chinese version shall prevail whenever there is any discrepancy between the Chinese version and English version.

承诺：

UNDERTAKING:

鉴于贵行根据本条款与条件的背面内容开立信用证，本人/本公司在此承诺使贵行免受由于执行该申请书或开立该信用证而可能蒙受的任何损失。本人/本公司在此放弃可以主张的抗辩权，并同意贵行有权以贵行选择的任何顺序寻求可享有的救济以及对其他方的权利。

IN CONSIDERATION OF YOUR ISSUING THE CREDIT IN ACCORDANCE WITH THE PARTICULARS OVERLEAF.I/We hereby undertake to hold you harmless from any losses incurred by you as consequence of your having acted on this Application or your having issued the Credit. I/We hereby waive any defenses available to me/ us in respect of claims made hereunder and agree that you shall be entitled to pursue remedies available to you and claims available against other parties, in any order chosen by you.