

APPLICATION FOR PARTIAL TRANSFER OF DOCUMENTARY CREDIT
部分转让跟单信用证申请书

The Manager,
 Standard Chartered Bank (China) Limited
 致：经理，渣打银行（中国）有限公司
 _____ Branch 分行

Date 日期: _____

From: Name and Address of Transferor (First Beneficiary)
 自： 转让人名称和地址（第一受益人）

Ref 编号: _____

Contact Person
 联系人: _____
 Tel No 电话: _____
 Fax No 传真: _____

Dear Sir,
 敬启者:

Documentary Credit No.
 跟单信用证号: _____ Dated
 Issuing bank
 开证行: _____
 日期: _____

1) We, the undersigned beneficiary, hereby irrevocably request your Bank, subject to your consent, to transfer the abovementioned credit to : (Transferee's name and address)
 我们，以下签名的受益人，特此不可撤销地要求贵行，在贵行同意的情况下，将上述信用证转让予（被转让人的名称和地址）

By方式: Full Teletransmission完全电传 Courier Service快递 Registered Airmail挂号航空邮件
 ,
 Through Advising Bank 通过通知行 _____

on the same terms and conditions as the Letter of Credit except-
 转让按信用证相同的条款与条件执行，但以下各项除外:

Amount (In words and figures) Currency 币种 Amount 小写金额
 信用证金额（大写和小写）: Amount in words 大写金额

Quantity/ Description of Goods (if applicable)
 货物的数量/描述（如适用）:

Unit Price (if applicable) Latest Shipment Date Expiry Date/Place
 单价（如适用）: 最迟装船日期: 到期日/地点:

Last Date for Presentation of Documents Percentage of insurance cover (if applicable) :
 最后交单日期: 保险比例（如适用）:

2) In accordance with Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication 600 Article 38 (h) + (i), we retain the right to substitute our invoice(s) and/or draft(s) for those of the transferee, for amount not in excess of the original amount stipulated in the credit and for the original unit prices if

stipulated in the credit. After such substitution of invoice(s) and/or draft(s), we can draw under the credit for the difference, if any, between such draft(s) and the transferee's draft(s) or between our invoice value and the Transferee's invoice value, after deducting any charges due to you, upon receipt of funds from the Issuing Bank.

根据《跟单信用证统一惯例（2007年修订本）》国际商会第600号出版物第38条(h)款和(i)款，我们保留以我们的发票和/或汇票替换受让人的发票和/或汇票的权利，其金额不超过信用证规定的金额；如果信用证对单价有规定，则按信用证规定的单价。通过发票和/或汇票的替换，在收到开证行的付款后，我们可以取得我们在信用证项下的汇票与受让人的汇票之间的差额（如有），或我们的发票金额与受让人的发票金额之间的差额（如有），但应减去我们对贵行的应付手续费。

In addition to our draft and invoices we also undertake to deliver to you any other documents (document name: _____)

which may be needed to substitute for any of the transferee's documents, which do not comply as regards value etc., with the requirements of the original Credit. We hereby agree and undertake to indemnify you against all liability, claim, loss, cost (including legal costs on a solicitor and client basis) and expenses whatsoever that may be incurred, sustained or paid by you arising out of this substitution.

除我们的汇票和发票外，我们还承诺向贵行递交任何其他替换受让人与信用证要求不符（例如金额不符）的单据所需的单据（单据名称：_____）。我们特此同意并承诺，对于贵行因上述替换可能产生、遭受或支付的全部责任、索赔、损失、费用（包括律师/客户法律服务费）和任何形式的支出，我们将给予补偿。

- 3) Should we fail, upon your request, to hand to you within 3 working days the new draft(s) and invoice(s) and other documents as mentioned above, you are authorised to forward the documents received (including the draft(s) and invoice(s)) from the transferee, directly to the Issuing Bank of the credit without further responsibility to us under the Credit.

如果我们未按贵行要求在三（3）个工作日内向贵行递交上述新的汇票和发票以及其他单据，贵行有权将从受让人收到的单据（包括汇票和发票）直接转交给信用证的开证行，不再对我们承担信用证项下的责任。

- 4) We wish to _____ our right to refuse to allow you to advise all subsequent amendments made under this credit to the transferee in accordance with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication 600 Article 38(e), and you are to convey these conditions to the transferee within the terms of the transferred credit.

根据《跟单信用证统一惯例（2007年修订本）》国际商会第600号出版物第38条(e)款的规定，我们希望我们拒绝允许贵行将上述信用证的全部后续修改通知给受让人的权利，并且，贵行应在转让信用证的期限内将这些条件传达给受让人。

- 5) In case of discrepancies, we irrevocably agree to send documents under the master credit on acceptance/payment basis and payment will be effected by you only upon receipt of funds from the Issuing Bank.

如果发生不一致的情形，我们不可撤销地同意在接收/付款的基础上发送原信用证下的单据，贵行仅可在收到开证行的款项后进行支付。

- 6) We hereby agree and undertake to indemnify you against all liability, claim, loss, cost (including legal costs on a solicitor and client basis) and expenses whatsoever that may be incurred, sustained or paid by you arising out of the transferred credit.

我们特此同意并承诺，对于贵行因转让信用证可能产生、遭受或支付的全部责任、索赔、损失、费用（包括法律服务费）和任何形式的支出，我们将给予补偿。

- 7) Upon receipt of payment from master L/C opening bank, you are authorized to effect payment to the transferee(s) without prior reference to us.

从原信用证开证行收到付款后，贵行有权向受让人兑付，而无需事先通知我们。

- 8) The original credit and amendments (if any) are attached herewith.

- We enclose our cheque/cash for \$(or equivalent CNY)* _____ in payment of your transfer commission and we agree to pay you on demand any expenses you may incur in connection with the transfer.
- Please collect your transfer commission plus all other charges from the transferees in connection with the transfer
- Please debit our account No. _____ in settlement of our transfer commission and any other charges in connection with this transfer.

随函附上原信用证及其修改（如有）。

- 我们随函附上面额为_____美元（或等值人民币）*的支票/现金，以支付贵行的转让手续费。且我们同意，应贵行要求向贵行支付贵行在转让中可能产生的任何费用。
- 请向受让人收取贵行的转让手续费以及与该转让有关的所有其他费用。
- 请从我们账号为_____的帐户中收取贵行转让手续费和与本转让有关的所有其他费用。

- 9) We agree to any term which you may set out in the advice of Transfer in consideration of you agreeing to transfer the Credit at our instructions.
作为贵行同意按我们的指示转让上述信用证的条件，我们同意贵行在转让通知中可能规定的任何条款。
- 10) We irrevocably consent to the disclosure by you, your officers and agents, in any manner howsoever, of any account information (including any personal data) relating to us including but not limited to details of our facilities, any securities taken, transactions undertaken, our account balances and deposit with you to (i) your head office, any of your representative offices, documents checking and processing centres, branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of yours or any other participant in any of your rights and/ or obligations in relation to our facilities, (iv) any guarantors, third party pledgors or security providers and your agents and independent contractors, and (v) any insurers with whom insurance cover is taken out in connection with this application.
我们不可撤销地同意贵行、贵行职员和贵行代理人以任何方式向以下单位或个人披露与我们相关的任何帐户信息（包括任何个人资料），包括但不限于我们的贷款、提供的任何担保、进行的任何交易、我们在贵行的帐户余额以及我们的存款等详情：(i) 贵行的总行、任何代表机构、单证审核处理中心、在任何地区的分支机构、关联方；(ii) 任何监管或监督机关，包括任何地区的财务主管机关；(iii) 贵行有关我方贷款的任何权利和/或义务的拟定受让人或参与者；(iv) 任何保证人、第三方出质人或提供担保人以及贵行的代理人 and 独立缔约人；和(v) 就本申请书向其投保的任何保险公司。
- 11) Neither you nor your Correspondents shall be responsible for the description, quantity, quality or value of the merchandise shipped under the transferred Credit, nor for the correctness, genuineness or validity of the documents, nor for any other cause beyond your or their control.
贵行和贵行的代理行均无需对根据转让后的信用证装船的货物的描述、数量、质量或价值负责，无需对单据的正确性、真实性或有效性负责，亦无需对超出贵行或贵行代理行控制范围的任何其他事项负责。
- 12) You may disclose the name of the master credit applicant to the transferee(s) in accordance with the terms of the master credit.
贵行可以根据原信用证条款向受让人披露原证申请人的名称。
- 13) We hereby confirm that you are entitled to assign or transfer all or any part of your rights and obligations hereunder to any third party without notifying us in advance or obtaining consent from us.
我们特此确认，贵行有权向任何第三方让与或转让贵行在本申请书中权利和义务的全部或任何部分，且无须事先通知我们或得到我们的同意。
- 14) We irrevocably agree to send documents to the master credit opening bank on collection basis and payment will be effected by you only upon receipt of funds from them.
我们不可撤销地同意向原信用证开证行在托收的基础上发送单据，贵行仅在从其处收到款项后进行支付。
- 15) This Agreement shall be governed and construed in accordance with the laws of People's Republic of China.

本申请协议受中华人民共和国法律管辖并根据中华人民共和国法律解释。

- 16) Any disputes arising out of or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission Shanghai Commission for arbitration in accordance with the arbitration rules in effect at the time when the arbitration is applied. The arbitration award is final, and is of binding on both parties.

任何由本协议引起的或与本协议有关的争议应提交到中国国际贸易仲裁委员会上海分会依据申请仲裁当时有效的仲裁规则进行仲裁。仲裁裁决为终局性的，且对双方均具有约束力。

- 17) Except so far as otherwise expressly stated, this transfer of documentary credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication 600 ("UCP 600") or any subsequent revision to UCP 600.

除另有明确规定外，本跟单信用证的转让应遵循《跟单信用证统一惯例（2007年修订本）》国际商会第600号出版物（“UCP600”）或UCP600任何后续修订本的规定。

Yours Faithfully,
此致，

For Bank Use Only 仅由银行填写			
Transfer No:			
Signature(s) Verified	Date Entry	Released	Offering

Authorised Signature(s) of Transferor and Company's Stamp
转让人授权签名和公司印章

*Delete as appropriate
*根据适当情形可删除。