

致：渣打银行（中国）有限公司 [_____]

出口托收票据有限追索议付 / 贴现申请书

兹有我司下述信用证（下称“信用证”）项下单据送交贵行，我司保证该信用证项下所有交易及单据均合法且真实有效。在贵行收到信用证相关开证行对信用证项下每份票据的承兑后，请贵行对该信用证项下票据做有限追索权议付和 / 或贴现并预扣国外银行费用。收汇后，若实际收费超过预扣费用我司将无条件返还贵行。

在下列情况下贵行对我司有追索权：

- (1) 由于我司没有履行本申请书下的任何条款而给贵行造成损失的；
- (2) 承兑或付款银行由于下述原因拒绝或无法向贵行到期付款：
 - (a) 信用证项下的交易存在欺诈、违法、不正当或未经授权的行为等或信用证项下任何单据或票据是伪造的或变造的（或承兑或付款银行声称存在前述情况）；
 - (b) 任何法院因任何原因发出禁止支付该款项的止付令（包括临时止付令和最终止付令）或其他命令（无论该止付令或其他命令是否后来被解除）；或
- (3) 无论任何原因，我司从贵行以外的任何第三方收到本申请书下票据全部或部分款项（在该情况下，我司应被视为完全为贵行利益代表贵行收取和持有该笔款项，并将按贵行指示处置该笔款项）。

在上述情况下，我司将于贵行要求我司返还贵行相应款项的三个工作日内按贵行要求返还下述款项：贵行所贴现的全部或部分款项；贵行由于未按时收到款项而产生的一切损失，包括但不限于利息损失、银行费用、律师费及其他费用等。贵行在提出前述要求后有权随时从我司开立在贵行任何分支机构或关联机构的账户上扣除上述款项。

本申请书未约定事项，应以我司与贵行所签署的普通客户协议（GCA）为准。

我司承诺：

本申请书项下的提款：

- 1. 不会用于房地产、股权、证券、或其他相关投资；
- 2. 仅用于我司营业执照允许的流动资金用途。

发票号码	信用证编号	金额

付款指示：

请将款项以原币种() / 人民币()划入我司以下账户：

开户行： _____

账号： _____

(公司盖章及签字 _____)

年 月 日

To: Standard Chartered Bank (China) Limited _____

Application for Negotiating/Discounting of Export Collection Bills on Partial With Recourse Basis

We hereby deliver the documents under the following letters of credit (“L/Cs”) to your bank and warrant that all transactions and documents under such L/Cs are legal, authentic and valid. After your bank has received acceptance of each bill under such L/Cs from the relevant issuing bank of the L/Cs, please negotiate and/or discount the bills under such L/Cs on partial with recourse basis and deduct the applicable foreign bank charges prior to disbursing the proceeds to us. After receipt of foreign exchange, we will unconditionally pay back to your bank the portion of which the actual charges exceed the advance deducted charges.

Your bank may reserve your right of recourse against us under the following circumstances:

- (1) Your bank has suffered any loss due to our non-performance of any term under this Application;
- (2) The accepting bank or payor bank refuses or is unable to pay the relevant sum when due to your bank due to:
 - (a) any fraudulent, illegal, inappropriate or unauthorized action under the underlying transaction of the L/Cs or any document or bill under the L/Cs is faked or counterfeited (or any such circumstances as alleged by the accepting bank or payor bank);
 - (b) any injunction (including temporary injunction and final injunction) or any other order issued by any court for any reason prohibiting payment of such sum (whether later released or not); or
- (3) We receive from any third party other than your bank all or any portion of the sum under this Application for any reason (in which case we shall be deemed to receive and hold such sum for your bank’s full benefit and on your bank’s behalf and shall dispose of such sum according to your bank’s instruction).

Under any of the foregoing circumstances, we shall within three working days following your bank’s demand on us for repaying relevant sum repay the following sums according to your bank’s demand: all or any portion of the amount discounted by your bank; all losses incurred by your bank due to failure to receive the sums on time, including without limitation interest loss, bank charges, legal fees and other costs. After making the foregoing demand, your bank shall have the right to deduct such sum from any account opened by us with any branches or affiliates of your bank at any time.

For any matter that is not specified in this Application, the General Customer Agreement (GCA) entered into between us and your bank shall apply.

We hereby undertake

The drawings under this application:

- 1, shall not be invested in real properties, equity, securities or other relevant investment areas;
- 2, can only be used for working capital purpose in line with our business license.

Invoice No. _____ L/C No. _____ Sum _____

Payment Order:

Please effect payment of () RMB () to Account Bank: _____
Account No.: _____

(Company chop and signature) _____

Date: _____