

Credit tenor and type of availability信用证付款期限和种类:

- At sight即期付款 by payment付款
Or或 (no drafts required不要求汇票)
- by negotiation议付
(drafts in duplicate on issuing bank以开证行为付款人的汇票一式两份)
- At _____ days after _____
_____后_____天付款
- by acceptance承兑付款
(drafts in duplicate on nominated bank以指定银行为付款人的汇票一式两份)
- by deferred payment 延期付款
(no drafts required不要求汇票)
- by acceptance承兑付款
(drafts in duplicate on issuing bank以开证行为付款人的汇票一式两份)
- by negotiation议付
(drafts in duplicate on issuing bank以开证行为付款人的汇票一式两份)

Goods / Services (Brief description including contract / indent / PO ref. and applicable trade terms eg FOB/FCA, CFR/CPT, CIF/CIP as per Incoterms 2010 unless otherwise stated)

货物 / 服务 (简要描述, 包括合同 / 定货单 / 订购单编号和适用的贸易术语, 如: FOB/FCA、CFR/CPT、CIF/CIP, 其含义如《国际贸易术语解释通则2010》所述, 除非另有其他说明)

Documents required所需单据

- Full set of original clean on board marine bills of lading and _____ copies, consigned to order of _____ / to order, blank endorsed, marked “ _____ ”, notify _____
全套清洁已装船海运提单正本和 _____ 份副本, 凭 _____ 指示/凭指示、空白背书、注明“ _____ ”, 通知 _____
- One Original Shipper's Air Waybill and _____ copies, consigned to _____, marked “ _____ ”, Notify _____
一份托运人空运单据正本和 _____ 份副本, 收货人为 _____、注明“ _____ ”, 通知 _____
- Full set of original multimodal or combined transport documents issued to order of _____ / to order, and bank endorsed, evidencing goods taken in charge, dispatched or shipped on board, marked “ _____ ”, notify _____
全套多式或联合运输单据正本, 凭 _____ 指示/凭指示、空白背书、注明货物已受妥待运、已发运或已装船, 注明“ _____ ”, 通知 _____。
- _____ counter-signed by _____ of applicant's representative(s) acknowledging receipt of goods.
经开证申请人的 _____ 位授权代表复签、确认收到货物的交货回单。
- Specimen signatures of applicant's representative(s) (including name, passport number) are attached for verification of counter-signatures in the document by yourselves, and the nominated bank.
附开证申请人授权代表的签字样本(包括姓名、护照号), 为贵行和指定银行验证单据中的复签签字。
- _____ in duplicate and _____ copies for 110% of invoice value, blank endorsed with claims payable in _____ in the currency of the Credit, covering (as appropriate)
一式两份和 _____ 份副本, 按照发票金额的110%投保、空白背书, 保单索赔可在 _____ 进行, 赔款以信用证币种支付。保险涵盖以下(如适用):
- For marine shipments: Institute Cargo Clause A, Institute War Clauses (Cargo), Institute Strike Clauses (Cargo),
 - For air shipments: Institute (Air) Clauses
- including (where applicable) transshipment risks.
(如适用)包括转运风险
- Insurance open cover lodged with issuing bank. Insurance company's name, cover reference & contact details:
向开证行提交保险预约保单。保险公司名称、保单编号和联系信息:
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- Insurance will be arranged by applicant.
保险由开证申请人安排。
- Signed Invoices in _____ originals and _____ copies
经签字的 _____ 份发票正本和 _____ 份副本。
- Packing list in _____ originals and _____ copies
箱单 _____ 份正本和 _____ 份副本。
- Certificate of origin in _____ originals and _____ copies, issued by _____ stating that goods are of _____ origin.
由 _____ 签发的证明货物原产于 _____ 的原产地证明书 _____ 份正本和 _____ 份副本。
- Certificate of _____ in _____ originals and _____ copies, issued by _____ stating _____
_____ 份由 _____ 签发的证明 _____ 的 _____ 证明书正本和 _____ 份副本。
- Other documents (insert relevant details):
 其他单据(插入相关细节):

Additional conditions 其他条件

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1. All charges outside the People's Republic of China are for account of :
中华人民共和国境外的所有费用记入所选人的帐户：
 beneficiary 受益人 applicant 开证申请人
2. Discrepancy fees are for account of
单据不符点费用记入所选人的帐户：
 beneficiary 受益人 applicant 开证申请人
3. Confirmation charges are for account of
保兑费用记入所选人的帐户：
 beneficiary 受益人 applicant 开证申请人
4. All documents must be issued in English language.
所有单据必须以英文签发。

Instructions to issuing bank 对开证行的指示

1. The nominated bank must courier documents to the issuing bank in one lot.
指定银行必须一次性向开证行快递单据。
2. Please debit all the Credit opening charges to our account no.
请将所有开立信用证的费用记入我方帐户，帐号为：
3. Please utilize forward exchange contract number _____ in settlement of the Credit.
请使用远期外汇合同号_____ 进行信用证结算。
4. Our settlement instructions:
我方结算指示：

This Credit is to be issued subject to the Uniform Customs & Practice for Documentary Credits, 2007 Revision, ICC Publication No 600 ("UCP 600") and where applicable, the Uniform Rules for Bank-to-Bank Reimbursement under Documentary Credits, ICC Publication No 725 and any amendments thereto which are deemed to be incorporated.

本信用证开证应遵守《跟单信用证统一惯例（2007年修订本）》国际商会第600号出版物（以下简称“UCP600”）和《跟单信用证项下银行间偿付统一规则》国际商会第725号出版物（如适用）的规定及对其做出的任何视为已被收入的修改。

In consideration of you undertaking to the beneficiary hereof that you will perform your obligations under this Credit, the applicant hereby agrees that all terms set out in the form of the attached or incorporated Conditions relating to the Credit shall be treated as part of this application subject only in the case of conflict between the terms herein expressed and the terms set out in such form of Conditions that the terms herein expressed shall prevail. The terms used in this application and in the said Conditions shall have the same meanings as set out in the UCP 600, the terms of which the applicant has read and understood.

作为贵行向本信用证项下受益人承诺将履行贵行在本信用证下义务的条件，开证申请人特此同意，以所附条件的形式规定的关于信用证的所有条款应被视为本开证申请书的组成部分，但是，在本开证申请书所叙条款与条件中的条款存在冲突的情形下，本开证申请书所述的条款应优先适用。本开证申请书及前述条件中的条款应与UCP600给出的含义相同。开证申请人已阅读并理解了UCP600的条款。

Signature Verified

核准签字：

 Authorised signature of applicant & applicant's stamp

开证申请人的授权签字及开证申请人的印章

Conditions

To: Standard Chartered Bank (China) Limited

From: the applicant

条件

致：渣打银行（中国）有限公司

自：开证申请人

1. If the documents required under the Credit **do not** include an insurance policy or certificate, we will deliver to you, within 7 days after the date of this application, an insurance policy or certificate issued by a reputable insurer in a form acceptable to you, naming you as an insured and providing cover to a value equal to at least 110% of the purchase value of the relevant goods; failing which you may, without prior notice to ourselves, arrange such insurance as you consider necessary and may debit the expense to our account.
如果信用证下要求的单据**不包括**保险单或保险凭证，我们将在本开证申请书之日后的七日内，以贵行可接受的格式向贵行交付由一家有声誉的保险公司出具的一份保险单或保险凭证，以贵行为被保险人，保额至少为相关货物购买价值的110%；如未交付，贵行可无须事先通知我方，自行安排贵行认为必要的此等保险，并将费用记入我方账户。

2. When issuing the Credit requested in this application, you may, but shall be under no obligation to, stipulate such additional documents as you consider necessary, including drafts.
在开立本开证申请书所要求的信用证时，贵行可以（但不应有义务）规定贵行认为必要的其他单据，包括汇票。

3. We certify that the import of the goods described in this application is not prohibited or restricted and that if an import licence is required, we hold a valid import licence, the original of which we will provide to you if required.
我们保证本开证申请书中所述货物的进口不受禁止或限制；如需进口许可证的，我们持有有效的进口许可证，如需要，我们将向贵行提供其原件。

4. We agree that our rights and liabilities in respect of the Credit issued pursuant to this application will be regulated by the terms of your General Customer Agreement (GCA) as revised from time to time.
我们同意，我们在根据本开证申请书开立的信用证下的相关权利与义务将受贵行不时修正的《一般客户协议》的规范。

5. If this application is executed by two or more persons:
如果本开证申请书由两人或两人以上签署：

you may release or discharge any one or more of liability or enter into any compromise with any of them without, in consequence, releasing or discharging or otherwise prejudicing or affecting your right against the others; and the fact that one of them is not bound for any reason shall not discharge the others from their obligations hereunder;
贵行可以免除或解除其中任何一人或多人的责任，或与其中任何人达成任何妥协，并不会因此而免除、解除或以其它任何方式损害或影响贵行对其他人的权利；且如果其中一人因任何原因不受约束，该事实不能用来解除其他人在本开证申请书下的义务；

obligations under this application and in respect of any Credit issued pursuant hereto shall bind our successors and if we are a partnership all references to "we" or "us" shall include the partners as at the date of this application and any other persons becoming partners hereafter; and
我们在本开证申请书以及根据本开证申请书开立的任何信用证下的义务应对我们的继受者具有约束力；如果我们是合伙性质，所称“我们”应包括本开证申请书之日时的合伙人和在本开证申请书之日后成为合伙人的任何人；

if this application is signed by all on behalf of an individual, "We", "us" and "our" and cognate expressions shall be read as "I", "me", "my" and the equivalent expressions.
如果本开证申请书完全代表个人签署，则“我们”、“我们的”及其同源词应被理解为“我”、“我的”及其相应表达。

6. Drafts may be drawn clausd "without recourse" if the drawers so require.
如果出票人要求，汇票可以载明“无追索权”条款。

7. In the absence of any instructions to the contrary specified in "additional instruction" overleaf, you are authorised to instruct any bank or branch concerned to despatch any draft(s) and/or any documents by one or more mail or other method of conveyance at your sole discretion.
如果背面“特别事项”中没有作出任何相反指示，贵行有权自行决定通过一封或多封邮件或其他传送方式指示任何相关银行或支行签发任何汇票和/或任何单据。

8. We acknowledge that you are under no obligation (a) to issue the eCredit applied for overleaf or (b) to make any loan to us at the time of complying presentation of documents and/or drafts under the Credit, if issued. As a condition of any loan to us in respect of the Credit, you may require us to execute a trust receipt and other documentation.

我们承认，贵行没有义务（a）开具背面所申请的信用证；或（b）在信用证下（如果签发）经出示相符的单据和/或汇票向我们提供任何贷款。作为在信用证下向我们提供贷款的一个条件，贵行可要求我们签署一份信托收据和其它文件。

9. We agree to create security in your favour in respect of the goods described overleaf ("Goods" which expression shall include all or any part thereof) as follows:

我们同意就背面所述货物（“货物”之表述应包括货物的全部或任何部分）按以下内容向贵行做出担保：

- a. As continuing security for the discharge of our obligations in respect of the Credit applied for overleaf under the General Customer Agreement (GCA) as varied from time to time ("Obligations"), we charge and agree to charge to you all of the Goods and our interests therein.

我们将所有货物及我们在其中的权益抵押给贵行并同意将其向贵行抵押，作为我们根据不时修改的《一般客户协议》履行我们在背面所申请的信用证下的义务（“义务”）的持续性担保。

- b. We warrant that we are, or will following shipment of the Goods be, the sole owner of the Goods.

我们保证，我们是，或在货物装运后将是，货物的唯一所有人。

- c. We shall not, without your prior written consent, create any other encumbrances over or dispose of the Goods.

在没有贵行事先书面同意的情况下，我们不得对货物设置任何其他权利限制或处置货物。

- d. If we fail to discharge all or any of the Obligations, you may, at any time and without prior notice to ourselves, (a) take possession of the Goods and (b) dispose of the Goods in such manner and on such terms (including consideration) as you consider appropriate. You may (a) apply the net proceeds of the disposal in or towards the discharge of the Obligations (whether actual or contingent, present or future), and for such purpose effect any necessary currency conversions at the relevant exchange rates quoted by you, or (b) hold the same in a non-interest-bearing suspense account for so long as you think fit.

如果我们没有履行全部或任何义务，贵行可以无需事先通知我们，在任何时候（a）占有货物，及（b）以贵行认为合适的方式和条件（包括获得对价）处置货物。贵行可以（a）把处置后的净收益用于充抵义务（无论是事实上的还是可能的，现在的还是将来的）的履行，并为此目的按贵行提供的相关汇率进行任何必要的货币兑换，或（b）按贵行认为合适的时间，将该净收益存入一个无息临时账户中。

- e. We irrevocably appoint you by way of security to be our agent to execute and deliver all such documents and do all such acts as you consider appropriate for perfecting your security over the Goods or for exercising any rights hereunder including transferring property in the Goods to purchaser.

我们不可撤销地以担保的形式指定贵行为我们的代理行，为完善贵行在货物上的担保权益或行使贵方在本担保下的任何权利代为签署和交付贵方认为适当的所有文件和采取贵方认为适当的所有行为，包括将货物的所有权转移给买方。

- f. In favour of purchasers, any disposal by you of the Goods shall be deemed to be within your rights hereunder and to be valid and effectual accordingly.

为保护买方利益，贵行对货物的任何处置应被视为贵行在本担保下的权利，且据此有效。

- g. We shall on demand indemnify you against all liabilities and expenses incurred by you in perfecting or exercising any rights hereunder and in respect of any action or omission relating to the Goods including any claims against you by reason of any defect in our title to the Goods.

对于贵行因完善或行使贵行在本条件下的任何权利或因与货物有关的任何行为或不作为而产生的所有责任和费用，包括任何基于我方货物的所有权瑕疵而对贵行提起的索赔，经要求，我们将补偿贵行。

- h. Save for wilful default, you shall not be liable for any loss which may arise in any exercise of your rights, nor shall you be liable by reason of your taking possession of the goods to account for any moneys except actual receipts.

除故意违约，贵行不应就贵行在行使权利时所产生的任何损失负责，也不应因贵行占有货物以充抵实际未收到的任何应付款项而承担责任。

- i. This charge is in addition to and shall not affect or be affected by any other guarantees, indemnities, securities, rights or remedies which you may at any time hold in respect of any of our obligations to you. Your rights as charge shall not be discharged or affected by amendments to the Credit or any other matter whatsoever.

本抵押独立于贵行在任何时候基于我们对贵行的任何义务而持有的任何其它保证、补偿、担保、权利或救济，且不得影响此等保证、补偿、担保、权利、救济或受其影响。贵行作为抵押权人的权利不得被信用证的修改或任何其他事宜解除或影响。

- j. The charge created above shall be governed by and construed in accordance with the laws of the People's Republic of China.

以上设定的抵押应由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。

10. In the absence of designation by us of an advising bank you may, at your discretion, select the bank or institution to act as advising bank for the Credit.

如果我们没有指定通知行，贵行可根据自主判断选择银行或机构作为信用证的通知行。

11. You may disclose any information regarding us and our account relationship and/or our accounts and business with you or any of your subsidiaries or your ultimate holding company or any of your associated companies (being a company in which an equity interest is held by any of the foregoing entities) (collectively "Bank Group Members"), whether obtained under this application or any other agreement with a Bank Group Member to any or all of:

就贵行取得的关于我们和我们的账户关系的任何信息，以及/或我们与贵行、贵行任何子公司、贵行的最终控股公司或贵行的任何关联公司（即前述任何一个实体持有其股权权益的公司）（统称“银行集团成员”）的任何账户和业务信息，无论是在本开证申请书下取得或是在与任一银行集团成员的任何其他协议下取得，贵行均可以向下列任何或全部实体或个人进行披露：

- a. any other bank;
任何其他银行；
- b. any person to whom you assign or propose to assign or to participate or sub-participate or transfer any of your rights in relation to us;
贵行对其出让、要约出让、分派或转让贵行对我们的任何权利的个人；
- c. any office or branch of a Bank Group Member;
任一银行集团成员的任何办事处或分支机构；
- d. any agent, contractor, third party service provider or representative of a Bank Group Member under a duty of confidentiality;
任一银行集团成员的负有保密义务的任何代理、缔约人、第三方服务提供商或代表；
- e. any relevant supervisory or regulatory authority or court of law;
任何相关的监督或监管部门或法院；
- f. any person pursuant to a subpoena or other court order; or
依据传票或其他法庭命令应向其披露的任何人；或
- g. any other person in accordance with any applicable law or regulation.
依据任何适用法律或法规应向其披露的其他任何人。

12. In addition you and any other Bank Group Member may transfer any of such information to any party to whom disclosure may be made pursuant to the foregoing authorisation notwithstanding that the relevant party's principal place of business is outside our country of residence, establishment or incorporation as the case may be or that such information following disclosure will be collected, held, processed or used by such party in whole or part outside such country.

此外，贵行和任何其他银行集团成员可以将上述任何信息披露给根据前述授权可以向其披露的任何人，即使相关方的主营业地在我们居住、成立或组建的国家之外（视情况而定），或该等信息的全部或部分在披露后将会被该方在我们居住、成立或组建国家之外收集、持有、处理或使用。

13. You may accept instructions and other directions in connection with matters relating to this application given, either verbally or in writing (including facsimile, telex or other electronic means), by any person believed by you in good faith to have been acting on our behalf.

贵行可以接受贵行善意相信是代表我们的任何人所做出的、与本开证申请书任何事宜相关的指示和其他请求，无论该指示或请求是以口头或书面形式（包括传真、电传或其他电子方式）作出。

14. You may rely and act on any oral instructions given or purported to be given to you in connection with matters relating to this application by or on our behalf without liability on your part, and your determination or interpretation of any oral instructions shall be conclusive. We will indemnify you against any costs, damages or expenses suffered or incurred by you as a result of acting on any such instructions which you believed to be genuine.

贵行可以依赖于由我们或代表我们向贵行做出的、或被认为是向贵行做出的，与本开证申请书任何事宜相关的任何口头指示，并据此做出行为，而不会使贵行产生任何责任，并且，贵行对任何口头指示的解释或判断是最终确定性的。对于贵行因依赖于贵行相信为真实的任何上述指示做出行为而遭受或产生的任何成本、损害或费用，我们将予以补偿。