

Application for Transfer of Letter of Credit (LC)

信用证转让申请书

For Bank Use 银行专用

Ref No.: 参考号:

Advise by 通知方式:	SWIFT	Courier 快递	Mail 邮件	
Transferable LC 可转让信用证 Ref: 参考号: Issuing Bank: 开证行: Currency and Amount: 币种及金额:				To be advised through any affiliate / correspondent of Standard Chartered Bank (China) Limited 由渣打银行(中国)有限公司的任何关联机构/往来行通知
1st Beneficiary (Transferor): 第一受益人(转让人): Tel: 电话: Ref: 参考号: Contact Person: 联系人: Email: 电邮:				

¹A Related Party refers to a person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Beneficiary, and includes persons connected with the related party. Persons connected with the related party include (but shall not be limited to) (a) relatives of a related party who is an individual, (b) directors and shareholders of a related party which is a body corporate, and their relatives, (c) bodies corporate Controlled by persons connected with a related party, (d) trustees of a trust under which a related party or persons connected with the related party are beneficiaries, and (e) partners of a related party. "Control" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "Controlled" by the first person. 关联方是指通过一个或多个中间机构, 直接或间接, 控制受益人或被受益人控制或由受益人控制的人士, 包括与关联方相关的人士。关联方相关人士包括(但不限于): (a) 自然人关联方的亲属, (b) 公司关联方的董事和股东, 及他们的亲属, (c) 由与关联方相关的人士控制的公司实体, (d) 以关联方或其相关人士为受益人的信托的受托人, (e) 关联方的合伙人。"控制"指一方(直接或间接, 通过股权份额, 投票权, 合同约定或其他方式)有权任命和/或解除另一方的管理机构的多数成员, 或以其他方式控制或有权控制该另一方的事务或政策, 在此情况下, 该等另一方可视为被前一方所控制。

Details of Transfer 转让摘要	
<p> Full Transfer Partial Transfer 完全转让 部分转让 </p> <p> Currency & Amount: 币种及金额: _____ </p> <p> Amendments to be approved by 1st Beneficiary before advising (if not ticked, no approval required) 在通知信用证修改前由第一受益人批准修改 (如无勾选, 则无须批准) </p> <p> Documents to be substituted (if not ticked, no substitution required) 换单 (如无勾选, 则不要求换单) </p>	<p> New Expiry Date(dd/mm/yy): 新的到期日 (日/月/年) : _____ (LC available with transferring bank in country of 1st Beneficiary) (信用证可在第一受益人所在家的转让行处兑用) </p> <p> Shipment not later than (dd/mm/yy): 装运不迟于 (日/月/年) : _____ </p> <p> Present documents within _____ days after shipment 装运后 _____ 日交单 </p> <p> Amend insurance amount to _____ % (min 110%) of invoice value (where applicable) (如适用) 将保险金额修改为发票金额的 _____ % (最低为 110%) </p>
Goods Description & Unit Price for Transfer 货物说明及转让单价	
Instructions to Transferring Bank 向转让行发出的指示	
<p> Advise through Bank: 由银行通知: </p> <p> Debit your charges from our account number: 将贵行手续费从本公司以下账号扣除: _____ </p> <p> All charges are on _____ 所有手续费由以下账户承担 </p> <p style="margin-left: 200px;"> 2nd Beneficiary's account 第二受益人账户 our account 本公司账户 </p>	
<p> Others (please specify): 其它 (请列明) : </p>	

<p>In this Application Form, the “Bank” means Standard Chartered Bank (China) Limited, with whom the Beneficiary has entered into an Agreement for banking facilities or services referred to in this Application Form, as may be amended from time to time.</p> <p>在本申请表中，银行指渣打银行（中国）有限公司，受益人与之已签署本申请表提及的银行融资或服务协议，该协议可不时变更。</p>	<p>Date: 日期:</p>	
<p>The Beneficiary agrees to be bound by (a) the Standard Terms, General Trade Terms and the relevant Trade Service Supplements, (b) the Global Master Trade Terms or (c) such other terms as agreed between parties, as the same may be updated or amended from time to time.</p> <p>受益人同意受以下文件约束：(a) 标准条款，一般贸易条款，以及相关的贸易服务补充协议；(b) 全球主贸易条款，或 (c) 双方约定的其他条款，包括对前述文件不时做出的更新和修改。</p> <p>The Beneficiary acknowledges: (1) it has read and agrees to the tariff table (including any amendment from time to time) published by the Bank in its official website, in particular the fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form; and (2) it has received and agreed to the latest fee charge item/standard in relation to the transaction to be contemplated and the service provided under this Application Form as provided by the Bank via email or otherwise in writing.</p> <p>受益人确认：(1) 其已阅读并同意银行在其官方网站公布的《服务收费标准》（包括不时的更新），特别是其中就本申请表项下交易 / 服务所规定之收费标准；以及(2) 其已收悉并同意银行另行通过电子邮件或其他书面形式向其通知的针对本申请表项下交易 / 服务的最新收费标准和方式。</p>	<p>S.V.</p>	<p>1st Beneficiary's Signature(s) and stamp 第一受益人签署及盖章</p>

Standard Chartered Bank (China) Limited

Trade Service Supplement - Transfer of LC

This Trade Service Supplement supplements the General Trade Terms¹ and applies to an LC We (the "transferring bank") transfer on Your (the "first beneficiary") Instruction or otherwise on Your behalf.²

1. The relevant version of the UCP which governs the transferable LC will apply in relation to the transfer of the LC provided that if there is any inconsistency between that UCP and the Agreement, the latter will prevail.
2. You will deliver to Us the original transferable LC and any amendments that You receive. You will not inform the issuing bank, applicant or the transferee (the "second beneficiary") of Your acceptance of any amendment to the original transferable LC before obtaining Our approval in writing. Where all rights under the LC are transferred, We will advise the second beneficiary of any amendments even if We do not have Your approval.
3. You waive in favour of the relevant second beneficiary Your rights in the transferable LC to the extent that it is to be transferred to the second beneficiary.
4. For an unconfirmed transferable LC, We will only be obliged to pay You and the second beneficiary if We receive the corresponding payment from the issuing bank in non-returnable funds. We will pay the second beneficiary the amount of the presentation under the transferred LC, and You the remaining amount under the transferable LC.
5. For a transferable LC confirmed by Us, We will pay the second beneficiary the amount of their presentation under the transferred LC in accordance with the tenor of the LC upon presentation of complying documents. Upon Your substitution and presentation of complying documents under the transferable LC, We will pay You the remaining amount under the transferable LC in accordance with the tenor of the LC.
6. All Our fees and charges are payable by You prior to the transfer, but any confirmation fees or charges will be payable by You upon Our confirmation. We may also deduct any amount owed to Us from any payment We receive from the issuing bank before the distribution of proceeds to the first beneficiary and transferees.
7. If You do not deliver documents or correct any discrepancies in the documents You deliver to Us within the time limits and in the manner Notified by Us to You under the transferable LC, We may present the second beneficiary's documents directly to the confirming bank or the issuing bank.
8. Where You have transferred all Your rights in the transferable LC to a second beneficiary, You agree not to require substitution of documents, and will permit the second beneficiary to present documents directly to the issuing bank of the transferable LC.

¹This Trade Service Supplement shall not apply if You have signed the Banking Facility Letter with the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the General Banking Terms and Condition ("CB Booklet"). Please refer to the Global Master Trade Terms or the CB Booklet for the terms applicable to this service.

²If You have not been provided the General Trade Terms, or the Global Master Credit Terms (Uncommitted) and the Global Master Trade Terms or the CB Booklet, this Trade Service Supplement, Transfer of Letter of Credit (LC) shall apply without reference to the General Trade Terms and the words, "supplements the General Trade Terms and" in the first paragraph shall be deemed to have been deleted.

本贸易服务补充协议是对一般贸易条款的补充¹，适用于本行（“转让行”）按照客户（“第一受益人”）的指示或以其它方式代表客户转让的信用证。²

1. 关于信用证的转让，适用管辖可转让信用证的UCP的相关版本，但是，如果UCP和本协议存在任何不一致，应以本协议为准。
2. 客户应向本行提交所收到的可转让信用证原件及其任何修改。在取得本行书面批准之前，客户不得通知开证行、申请人或受让人（“第二受益人”）客户接受对该可转让信用证原件的任何修改。如果信用证项下的所有权利已经被全部转让，即使本行未取得客户的批准，本行亦将通知第二受益人任何修改。
3. 以拟转让给第二受益人的权利为限，为相关第二受益人的利益，客户放弃在可转让信用证下的相关权利。
4. 就未经保兑的可转让信用证，只有在本行收到开证行以不可退还资金的形式作出的相应付款后，本行方有义务向客户及第二受益人付款。本行将会向第二受益人支付已转让的信用证项下交单金额，并向客户支付可转让信用证项下的余额。
5. 就本行保兑的可转让信用证，本行将在收到相符交单后，按照信用证的期限向第二受益人支付已转让的信用证项下交单金额。在客户替换及提交可转让信用证项下的相符单据后，本行将按照信用证的期限向客户支付可转让信用证项下的余额。
6. 本行的所有费用和收费应由客户在转让前支付，但是，保兑费或手续费应由客户在本行保兑时支付。本行可在向第一受益人和受让人支付款项前，从本行收到开证行的款项中扣除对本行的任何欠款。
7. 如果客户未在期限内按照本行在可转让信用证下向客户通知的方式交付单据或纠正其交付予本行的单据上的任何不符点，本行可将第二受益人的单据直接提交至保兑行或开证行。
8. 如果客户已将其在可转让信用证下的所有权利转让给第二受益人，客户同意不要求替换单据，并且允许第二受益人直接将单据提交至可转让信用证的开证行。

¹如果客户已经签署了全球主信贷条款（非承诺性）和全球主贸易条款或一般银行业务条款与条件（“一般银行业务条款与条件”），本贸易服务补充协议不适用。本服务的适用条款，请参考全球主贸易条款或一般银行业务条款与条件。

²如果未向客户提供一般贸易条款，或全球主信贷条款（非承诺性）及全球主贸易条款或一般银行业务条款与条件，应适用本贸易服务补充协议-转让信用证，无须引用一般贸易条款，并且首段话中的“补充一般贸易条款”的措辞应予以删除。