APPLICATION FOR IRREVOCABLE DOCUMENTARY CREDIT

**不 可 撤 销 跟 单 信 用 证 申 请 书**

**(PLEASE FILL IN ENGLISH 请用英文填写)** Date日期：

To PING AN BANK Contact person 联系人：

致 平安银行 Tel No.电话：

Please issue an irrevocable documentary credit by SWIFT as follows subject to UCP LATEST VERSION：

请贵行以SWIFT方式按照下述内容开立不可撤销信用证，本证受UCP最新版约束。

|  |  |
| --- | --- |
| Credit Number信用证号码 | Expiry Date and Place有效期限与地点：      |
| Applicant(name and address) 申请人（名称和地址）：      | Beneficiary(name and address) 受益人（名称和地址）：     Tel电话:      Fax传真:      |
| Advising bank (for your reference only) 通知行（仅供贵行参考）：      | Amount in figures 小写金额：     Amount in words 大写金额：  |
| Partial shipments分批装运[ ] allowed [ ] not allowed 准许 不准许 | Transshipment转运[ ] allowed [ ] not allowed  准许 不准许  | Available by信用证类型：[ ] Negotiation 议付 [ ] Acceptance承兑[ ] Payment即期付款[ ] DEF Payment 延期付款 | Draft term信用证期限：[ ] At sight 即期[ ]  (     ) days After[ ] sight [ ]        Date远期For (     ) % invoice value发票金额百分比 |
| Place of taking charge / Dispatch from…/ Place of receipt收货地/发运自           | Port of loading / Airport of departure装运港/出发机场           | Available with指定银行 [ ] Any bank 任何银行 [ ] Issuing bank开证行[ ]        其他银行 | Draft 汇票[ ] Yes 需要 [ ] No不需要 |
| Port of discharge/Airport of destination卸货港/到达机场      | Place of final destination / for transportation to… / Place of delivery最终目的地/交货地      | Latest shipment date最迟装运期      |
| Documents required (please marked with “X”) 需附单据 （请在选项前划“X”）:[ ] Signed commercial invoice in （     ）copies [ ]  indicating L/C No. and contract No. (      ) 商业发票[ ] Full [ ]  (     )set of Clean “On Board” Ocean Bills of Lading made out to [ ] order and endorsed in blank [ ] order of the issuing bank [ ] the applicant [ ]  (      )marked [ ] ”freight prepaid” /[ ]  ”freight to collect” and notify[ ] applicant[ ]  (      )海运提单[ ] Air waybill consigned to [ ]  applicant [ ] issuing bank [ ]  (     ) notifying [ ]  applicant [ ]  (     ) showing freight [ ] prepaid/[ ] to collect 空运单.[ ] Insurance policy(ies) or Certificate(s) in assignable form and blank endorsed for 110% of invoice value showing claims payable [ ] in China [ ] at（     ）in the same currency of this L/C and covering[ ]  all risks [ ] war risks [ ] S.R.C.C. [ ] ICC(A) [ ] ICC (B) [ ] ICC (C) [ ] ICC war clauses [ ] ICC strike clauses [ ] ICC(air) [ ] （     ）保险单[ ] Packing list/Weight memo in (     ) copies showing quantity gross and net weight for each package.装箱单.[ ] Certificate of quality in (     ) copies issued by (     )品质证[ ] Certificate of Origin in (     ) copies issued by(     )产地证。[ ] Cargo Receipt in one original issued and signed by applicant [ ] whose signature(s) must be in conformity with our records [ ] certifying thatgoods have been received in good order and conditions showings this L/C No., quantity and value of goods received and actual delivery date.货物收据[ ] Beneficiary’s shipping advice faxed to applicant, accompanied by the fax activity report, within （     ）days after shipment advising name of [ ] vessel[ ] （     ） ,date ,commodity ,quantity ,weight and value of the shipment. 装运通知[ ]       [ ]       [ ]  Details are as per attachment.详见附页。 |
| Other Terms and Conditions:(These shall prevail over all printed terms in case of any apparent conflict)其他条款：（下列条款遇有与上述内容有明显出入时，以下列条款为准）[ ] All documents must be presented within       days after shipment but within the validity of this L/C.[ ] All banking charges outside the issuing bank including payment charges, handling charges and cable charges are for the account of the beneficiary。[ ]  (     ) % more or less in both quantity and amount is acceptable.[ ]        |
| Evidencing shipment of证明装运 (同时请务必填写货物中文名称：      )     Incoterms 价格术语[ ] FOB [ ] CIF [ ] CFR [ ] CIP [ ] FCA [ ] Local delivery in(     ) [ ] Other:  |
| 贵行费用请记我司账：      。 |

**申请书编号：**平银（ ）开证申字（ ）第（ ）号

因业务需要，请贵行按申请书正面英文格式，依照国际商会出版物《跟单信用证统一惯例》最新版开立一份不可撤销跟单信用证。为此，我公司不可撤销地承担有关责任如下：

一、申请开立的信用证为[ ] 非额度内[ ] 额度内（额度合同名称：      ，额度合同编号：     ）授信。

二、申请开立的信用证为[ ] 即期[ ] 远期     ，金额为     。

三、如本申请书项下授信属于额度项下的，额度合同项下的担保方式同样适用。

在贵行开立信用证之前，我公司还将向贵行提供如下担保（在选择项内打“X”）：

[ ]  由     作为保证人，承担连带保证责任，并与贵行签妥相关担保合同。

[ ]  由     作为抵押人/出质人，以其所有或依法有权处分的     （财产）提供抵押/质押，并与贵行签妥相关担保合同，办妥相应的担保手续。

[ ]  由我公司向贵行交付相当于信用证金额     ％保证金以提供质押担保，保证金扣款账号为     ，保证金账号为     ，保证金按     利率计息且孳息一并作为保证金质押。本条款不因总合同及本申请书其他条款的无效而无效。办理业务过程中我公司追加保证金的，视为对本条款的自动修改，无需另行确认。

[ ]

四、本申请书项下信用证垫款的罚息按照     计收。

五、我公司保证按时向贵行支付该信用证项下的货款、手续费、利息及一切费用等。

六、我公司保证在相符交单的情况下对外付款/承兑/承诺付款，并在收到贵行来单通知书上规定的时间内，书面通知贵行是否同意付款/承兑/承诺付款，逾期不通知视为同意付款/承兑/承诺付款；贵行确定为相符交单且我公司在收到贵行来单通知书上规定的时间内未提出异议，即视为相符交单。如我公司认为不符交单，我公司保证在收到贵行来单通知书上规定的时间内，书面通知贵行拒付并注明拒付理由，或同意付款/承兑/承诺付款。我公司认为交单不符并拒付，但贵行按照国际惯例确定为相符交单的，即视为相符交单，贵行有权办理对外付款/承兑/承诺付款，并自我公司账户下扣款。无论如何，在视为相符交单的情形或我公司业已通知贵行同意付款/承兑/承诺付款之时起，我公司即无条件负有到期偿付贵行之责，无权宣称因不符交单拒付。

七、远证即付条款

远证即付。请贵行根据我公司的申请对外开立远期信用证，并指定代理行作为议付行/保兑行/延期付款行，该银行可以凭收到的贵行的承兑（付款确认）电文为受益人办理即期付款，并由我公司承担相应利息和费用等的业务。

远证即付项下受益人银行/受益人越过指定的代理行直接将单据寄至贵行，或贵行指定的代理行未能按照约定办理即期付款，如受益人要求即期付款,我公司将向贵行提出立即付款请求，并以自有资金或通过在贵行办理融资对外支付，融资利率根据贵行的标准确定。

远证即付项下贵行指定代理行可根据该信用证条款对受益人即期付款。我司同意承担上述操作增加的成本（包括但不限于利息和费用）,贵行有权直接从我公司账户上扣收,不足部分向我公司追索。

远证即付项下因贵行指定代理行即期付款延迟或因上述条款引致贵行作为开证行安排付款期限超出惯例规定，导致受益人追索迟付利息，我公司愿承担并按贵行指示支付相关迟付利息。

八、我公司预留贵行之财务印鉴与公司之公章具有同等效力，贵行可凭其中之一开立信用证及受理与该信用证有关的一切业务。

九、本申请书受已与贵行签署的《 》（合同编号：平银（ ）（ ）第（ ）号）的调整和约束。

十、本申请书一式     份，贵行执     份，我公司及     、     、     各执一份，每份均具有同等法律效力。

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|  | 申请人盖章： □远证即付 法定代表人或委托代理人签字/章：  年 月 日 |