

致：华南商业银行 \_\_\_\_\_ 分行

TO: HUA NAN COMMERCIAL BANK, LTD

BRANCH

For Bank Use Only 银行专用

<b>出口押汇/托收指示委托书</b> <b>EXPORT NEGOTIATION / COLLECTION INSTRUCTION</b>	Bank Reference No.
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兹将本公司下列汇票和/或单据交付贵行，由贵行按本委托书及本公司与贵行确认并签署的授信额度协议或国际贸易融资协议之规定受理：  
We hand you draft and/or documents as under for disposal in accordance with the following instructions and subject to our Loan Facility Agreement or Trade Financing Agreement given to you and to the terms and conditions overleaf for:

- 出口押汇 Negotiation under documentary credit       託收項下融資 PURCHASE subject to Final Payment  
 出口托收 Collection       出口托收 Collection with checking of documents under D/C

受益人/发票人 Beneficiary/Drawer	发票号码 Invoice No.
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收货单位/付款人 Consignee/Drawee	发票金额 Invoice Amt.
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信用证号码 D/C No.	由华南银行通知 Advised by HNBK <input type="checkbox"/> 是 Yes <input type="checkbox"/> 否 No	核销单编号 FERG No.
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开证行 D/C Opening Bank / 托收行 Collecting Bank (DP/DA 适用 Applicable to DP/DA bills)	联络人 Contact Person 电话 TEL No. 传真 FAX No.
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<b>非信用证单据托收指示 Instruction for Bill not under D/C (请标记“X”进行指示 please follow Instructions as marked “X”)</b>		
交单方式 Release Documents against	<input type="checkbox"/> 承兑交单 Acceptance	<input type="checkbox"/> 付款交单 Payment
我方将支付 We will pay	<input type="checkbox"/> 贵行费用 Your Charges	<input type="checkbox"/> 海外费用 Overseas Charges
付款人需支付 Drawee to pay	<input type="checkbox"/> 贵行费用 Your Charges	<input type="checkbox"/> 海外费用 Overseas Charges
若遭拒绝，免去费用及/或利息？	<input type="checkbox"/> 可以 Yes	<input type="checkbox"/> 不可以 No
如遭拒付 / 拒兑 If unpaid / unacceptance	<input type="checkbox"/> 需要抗诉 Protest	<input type="checkbox"/> 不需要抗诉 Do not protest
	以...方式通知理由 and advise reason by	
承兑 / 付款 可延至 货物 抵达 Acceptance/payment may be deferred pending arrival of goods	<input type="checkbox"/> 可以 Yes	<input type="checkbox"/> 不可以 No
	货物到达后，如果付款方式延误或拒绝付款或承兑，请代为仓储和投保，费用由我方支付 Store and insure the goods at our cost if payment or acceptance is delayed or refused after arrival of goods	
	<input type="checkbox"/> 需要 Yes	<input type="checkbox"/> 不需要 No

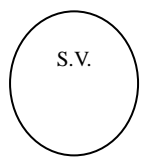
<b>所附单据及数量 Number of Documents Attached</b>	
	汇票 Draft
	商业发票 Commercial Invoice
	海关发票 Customs/Consular Invoice
	保险单 Insurance Policy/Certificate
	签名提单 Signed Bills of Lading
	副本提单 Non-negotiable Bills of Lading
	空运单 Air Waybill
	领货收据 Cargo Receipt
	装箱单/重量单 Packing/Weight List
	产地证明书 Certificate of Origin
	普惠制产地证 GSP Form A
	检验证明书 Inspection Certificate
	受益人证明 Beneficiary Certificate
	出口许可证 Export License
	装船通知 Advice of Shipment
	其它单据 Other Documents

<b>报关/申报信息 CUSTOM Declaration Information</b>		
贸易方式 Type of Trade	品名 Name of goods	报关单海关签发日 Issue date Customs Declaration

<b>付款指示 Payment Instruction</b>
结汇款扣除贵行费用后按下列指示付缴 Pay the proceeds after deduction of your bank charges according to: <input type="checkbox"/> 请偿还打包贷款，贷款号码：_____。 Please to retire packing loan, Loan No. <input type="checkbox"/> 请将扣除费用后的金额存入本公司账号：_____。 Please credit the net proceeds to our A/C No. <input type="checkbox"/> 请存入本公司账号：_____，费用从本公司账号：_____ 扣收。 Please credit our A/C No. _____, any charges incurred, please debit our A/C No. _____。
其它指示 Other Instructions

授权签署及盖公司章 Authorized Signature and company chop

客户声明：本公司特此确认“章程及条款”是本指示委托书不可分割的一部份，并同意遵守“章程及条款”  
Customer Declaration: We hereby acknowledge that the Terms and Conditions are an integral part of this form, and we agree to be bound by and comply with the Terms and Conditions.



## 章则及条款 Terms and Conditions

### 1. 本公司同意:

- a. 当汇票不获兑现时, 无论本公司有否委托华南商业银行(下称“银行”)向付款人采取法律行动, 银行对本公司仍有追索权。

Notwithstanding my/our instructions to protest the bill or otherwise, Hua Nan Commercial Bank, Ltd. (“The Bank”) retains recourse on me/us in the event of dishonour.

- b. 银行无须对代理银行、代理机构或分支代理机构的任何作为、疏忽、违约、停业、无偿债能力或破产等负责。

The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any correspondent, agent or sub-agent.

- c. 银行无须对在汇款或在托收过程中发生的任何延误或兑换损失等负责。

The Bank shall not be responsible for any delay in remittance or loss in exchange during transmission or in the course of collection.

- d. 银行无须对在传递或代理银行、代理机构或分支代理机构受理汇票或单据过程中发生的任何遗失或延误等负责。

The Bank shall not be responsible for loss or delay of any bill of exchange or documents in transit or in the possession of any correspondent agent or sub-agent.

2. 本公司同意, 一旦贵行对本公司所提交的任何保兑信用证项下的单据进行议付或融资, 我们将会全面配合贵行, 给予贵行所需的协助, 协助贵行通过司法或其它途径收回该信用证项下的未付款项, 包括提供书面证据或者证言, 或签署为完善债权所需的任何其它文件。即便该信用证经过保兑, 在下列情况发生时, 贵行仍有权向本公司追索: 由于禁令或者其它的法院指令导致开证行无义务支付该信用证载明的任何金额; 由于本公司未遵守本申请书的规定, 或者由于本公司卷入任何的欺诈、非法、未经授权的行为或其它类似行为导致贵行遭受任何损失。

We agree that upon the negotiation/finance of documents by the Bank under a confirmed letter of credit, we will co-operate fully with the Bank and render the Bank all assistance it requires in the collection of any outstandings and the enforcement of payment thereof, whether by legal proceedings or otherwise, including the provision of evidence and witnesses, and the execution of any further documents required to perfect title to the debt. The Bank shall have the right of recourse to us under its confirmation if the issuing bank is not obliged to pay to it any amount(s) expressed to be payable under the terms of the credit, by any injunction or other court order, or if the Bank suffers any other loss or damage, due to any failure by us to observe the provisions of this application or to any fraud, illegality, unauthorised act or the like in which we are involved.

3. 托收应按照国际商会第522号出版物《统一托收规则》(1995修改版)的规定办理。

Collections are subject to the Uniform Rules for Collection (1995 Revision), International Chamber of Commerce Publication No.522.

4. 跟单信用证项下收款按国际商会第600号(受理跟单信用证使用)(2007年修订版)规定办理。

Drawings under Documentary Credits are subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No.600.

5. 银行可以全权处理(但无义务)自行决定货物的储存及投保, 费用由本公司负责。

The Bank has full authority (but no obligation) at its discretion to store and insure the goods at our risk and cost.

6. 银行可以传真发送拒绝付款或拒绝承兑的通知、或任何有关本项交易的往来函电。

The Bank may send any notice of dishonor of the bills or any other communications to us by facsimile.