



Application for Issuance of
Shipping Guarantee/
Acknowledgement & Receipt
擔保提貨

花旗銀行企業金融處 CitiService

花旗台灣客戶服務專線: (02)2576-6966

傳真專線 FAX (02)2578-8715 or (02)2578-7311

請將正本郵寄至: 台北市松山區南京東路4段16號15樓

TRADE DEPT 收

截止收件時間: 3:30 p.m. (星期一至五)

Date 日期 10月08日 2008 西元年
(MM/DD/YYYY)

This application shall only apply to the applicant's account as below held with Citibank N.A. Taipei Branch, Citibank N.A. Taipei Offshore Banking Branch, Citibank Taiwan Limited or Citibank Taiwan Limited Offshore Banking Branch and shall only be binding on the applicant and each such Citibank's branch or subsidiary where the applicant's account is held ("Citibank" or the "Bank").

本申請書僅適用於申請人下列帳戶所在之美商花旗銀行台北分行, 美商花旗銀行台北國際金融業務分行, 花旗(台灣)商業銀行或花旗(台灣)商業銀行國際金融業務分行("花旗銀行"或"貴行"), 亦僅對申請人及其帳戶所在之各該花旗銀行分行或子公司具有拘束力。

Gentlemen: Reference is made to the shipment /goods set out below:

1

Basic Information 基本資料

L/C NO. <u>5078002168</u>	NAME OF VESSEL: <u>VICTORIA V-18</u>
IMPORT LICENSE NO: <u>IP NO. 200810889</u>	B/L NO: <u>BL. NO. 200810789</u>
INVOICE AMOUNT: <u>USD80,000.00</u>	DESCRIPTION OF GOODS: <u>LADY'S JEANS</u>
NAME & ADDRESS OF SHIPPING COMPANY/SHIPPING AGENT/FORWARDING AGENT: 請填明船公司或代理公司行號名稱及地址: <u>EUROPEAN PRESIDENT LINE, NO. 8 CHUNG HSIAO E. RD., SEC. 2, TAIPEI</u>	

2

Guarantee/Acknowledgement 擔保內文



We hereby request that you issue on our behalf the letter of guarantee or letter of indemnity addressed to the above-mentioned shipping company, shipping agent and/or forwarding agent (the "Guarantee/Indemnity") for release of the above goods without presentation of the relevant original Bills of Lading or other documents. Copies of the requested Guarantee/Indemnity are attached hereto for your reference. This application is submitted pursuant to, and the transactions contemplated hereby shall be governed by, the terms and conditions of the General Agreement for Banking Transactions ("General Agreement") and other relevant agreements or documentation between you and us. We acknowledge that our liability to you hereunder is a contingent liability as defined in the General Agreement and is subject to prepayment and cash and call under Section 2(e) of the General Agreement. In consideration of your doing as requested above, we hereby agree to indemnify you and hold you harmless from and against all expenses, costs, liabilities or other consequences which may arise or result from your performance of the request made herein and to reimburse you on demand for any and all of the foregoing. Upon your request, we agree to appear and defend at our own cost and expense any action which may be commenced against you in connection therewith. We confirm that no other bank is involved in this transaction and that it is expected that the above-mentioned Bill of Lading will be received by you in due course or will be sent to us directly by the shipper. We agree that, upon receipt of the Bill of Lading for the above shipment, we shall deliver the said Guarantee/Indemnity to you for cancellation or you may deliver the Bill of Lading directly to the beneficiary of the Guarantee/Indemnity on our behalf to obtain release the Guarantee/Indemnity. We also agree to keep the good fully insured and will furnish proof of this at any time if requested to do so by you. You are further authorized to accept on our behalf the original shipping documents related to the above-mentioned goods regardless of any discrepancy thereof and to release on our behalf the guarantee or indemnity provided by the relevant L/C negotiating bank for such discrepancy. You are further authorized to mail all of the shipping documents you received with respect to above goods (except for the original Bill of Lading which has been delivered by you directly to the beneficiary of the Guarantee/Indemnity for release thereof) directly to us, our written acknowledgement for receipt thereof is hereby waived. Without prejudicing to any other right you may have under any document between you and us, we hereby agree that we shall, upon your request at any time and from time to time, immediately deliver to you cash collateral in an amount equal to your total contingent liability (as you may in your reasonable discretion estimate) under the Guarantee/Indemnity. The invoice amount specified above is merely for reference. We expressly acknowledge and agree that you may issue the Guarantee/Indemnity with or without any specific amount of guarantee or indemnity and that our obligations to indemnify or reimburse you (as stated herein) are not limited in any way to the specified invoice amount. We agree to reimburse you for any payment made under the guarantee/indemnity, regardless of whether or not the obligee's claim thereunder was genuinely justified.



We hereby acknowledge and confirm due receipt of the complete set of the original Bill of Lading and other related shipping documents for release of and with respect to the above goods. Meanwhile, we accept any discrepancy on the shipping documents.

Please check as applicable.

3

Authorization 客戶簽章

公司名稱 HAPPY TEXTILE CO., LTD

Company Name:

聯絡人姓名 曾小姐

Customer Contact Person:

電話 Tel: 02 2000-0000 EXT168

帳號 Account No.: 5012345671

For Bank Use Only 此部份由本行填寫

L/C NO.
SIGNATURE VERIFIED BY
APPROVED BY

申請人茲此簽署本申請書, 並確認申請人確已收到、了解並同意花旗銀行開戶條款內容(包括但不限於一般帳戶約定事項、當地條款及補充條款)及與本交易相關之一切文件及資料(包括花旗銀行標準申請書及切結書)下之條款, 尤其是存款往來開戶文件一般條款第9條「顧客資料」及補充條款第3條「客戶資料」之規定; 銀行有權揭露顧客之資料予特定之第三人、當地條款第9條「遵守電腦資料保護相關法令」之規定; 銀行得蒐集、處理及利用顧客之個人資料、當地條款第11條「委外處理」之規定; 銀行得委託第三人處理特定交易及服務、當地條款第12條「國際傳遞」之規定; 銀行得將疑似洗錢客戶、受美國經濟制裁客戶及美商花旗銀行控管特殊身分等客戶資料依特定目的傳遞至特定之收受對象且銀行得將大額客戶存款名單及其存款餘額、主要利潤客戶名單等客戶資料依特定目的傳遞至特定之收受對象, 且各該收受對象得依法、主管機關或法律程序之要求得移轉及揭露該等資料及補充條款第4條「美國公司、法人及公民/居民或有美國永久居留權之申報義務及於本行之投資限制」之規定, 銀行有權揭露具有美籍身份客戶稅務資料予特定之第三人及美國稅務主管機關。



有權人簽章 Authorized Signature(s)



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本申請書僅適用於申請人下列帳戶所在之美商花旗銀行台北分行, 美商花旗銀行台北國際金融業務分行, 花旗(台灣)商業銀行或花旗(台灣)商業銀行國際金融業務分行("花旗銀行"或"貴行"), 亦僅對申請人及其帳戶所在之各該花旗銀行分行或子公司具有拘束力。

Gentlemen: Reference is made to the shipment /goods set out below:

1

Basic Information 基本資料

L/C NO. 5078002168	NAME OF VESSEL: VICTORIA V-18
IMPORT LICENSE NO: IP NO. 200810889	B/L NO: BL. NO. 200810789
INVOICE AMOUNT: USD80,000.00	DESCRIPTION OF GOODS: LADY'S JEANS
NAME & ADDRESS OF SHIPPING COMPANY/SHIPPING AGENT/FORWARDING AGENT: 請填明船公司或代理公司行號名稱及地址: EUROPEAN PRESIDENT LINE, NO. 8 CHUNG HSIAO E. RD., SEC. 2, TAIPEI	

2

Guarantee/Acknowledgement 擔保內文

受文者:

To:

敬啟者:

Dear Sirs:

事由: 為解除本行保證函之責任事

Re: Our Letter of Guarantee

茲檢附上述提單一份, 以解除本行寄奉貴公司

號保證函有關之一切責任。

We hereby deliver to you the aforesaid Bill of Lading enclosed herewith, thereby releasing this Bank from the obligations arising out of or relating to our letter of guarantee No. previously issued to you by this Bank (the "Letter of Guarantee").

謹請於本函發出後三十天內即將上項保證函退回本行註銷,並將本件副本後一併退還。

We kindly request you to return the aforesaid Letter of Guarantee to us for cancellation and to acknowledge the receipt of this letter by signing and returning to us the duplicate copy of this letter within thirty days of this letter.

雖未蒙 貴公司將上項保證函退還, 本行於前述保證函下有關之一切責任, 仍應於本函暨前述提單寄達於貴公司十天後當然解除。

Despite your failure to, or delay in, returning the Letter of Guarantee to us pursuant to the above, our liabilities under the Letter of Guarantee will automatically discharge 10 days after your receipt of this letter and the above-mentioned Bill of Lading.

3

Authorization 客戶簽章

Very truly yours,

For Bank Use Only 此部份由本行填寫

L/C NO.
SIGNATURE VERIFIED BY
APPROVED BY

申請人茲此簽署本申請書, 並確認申請人確已收到、了解並同意花旗銀行開戶條款內容(包括但不限於一般帳戶約定事項、當地條款及補充條款)及與本交易相關之一切文件及資料(包括花旗銀行標準申請書及切結書)下之條款, 尤其是存款往來開戶文件一般條款第9條「顧客資料」及補充條款第3條「客戶資料」之規定: 銀行有權揭露顧客之資料予特定之第三人、當地條款第9條「遵守電腦資料保護相關法令」之規定: 銀行得蒐集、處理及利用顧客之個人資料、當地條款第11條「委外處理」之規定: 銀行得委託第三人處理特定交易及服務、當地條款第12條「國際傳遞」之規定: 銀行得將類似洗錢客戶、受美國經濟制裁客戶及美商花旗銀行控管特殊身分等客戶資料依特定目的傳遞至特定之收受對象且銀行得將大額客戶存款名單及其存款餘額、主要利潤客戶名單等客戶資料依特定目的傳遞至特定之收受對象, 且各該收受對象得依法、主管機關或法律程序之要求得移轉及揭露該等資料及補充條款第4條「美國公司、法人及公民/居民或有美國永久居留權之申報義務及於本行之投資限制」之規定, 銀行有權揭露具有美籍身份客戶稅務資料予特定之第三人及美國稅務主管機關。



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2 Guarantee/Acknowledgement 擔保內文
受文者: To: 敬啟者: Dear Sirs: 事由: 為解除本行保證函之責任事 Re: Our Letter of Guarantee 茲檢附上述提單一份, 以解除本行寄奉貴公司 We hereby deliver to you the aforesaid Bill of Lading enclosed herewith, thereby releasing this Bank from the obligations arising out of or relating to our letter of guarantee No. previously issued to you by this Bank (the "Letter of Guarantee"). 謹請於本函發出後三十天內即將上項保證函退回本行註銷,並將本件副本後一併退還。 We kindly request you to return the aforesaid Letter of Guarantee to us for cancellation and to acknowledge the receipt of this letter by signing and returning to us the duplicate copy of this letter within thirty days of this letter. 雖未蒙 貴公司將上項保證函退還, 本行於前述保證函下有關之一切責任, 仍應於本函暨前述提單寄達於貴公司十天後當然解除。 Despite your failure to, or delay in, returning the Letter of Guarantee to us pursuant to the above, our liabilities under the Letter of Guarantee will automatically discharge 10 days after your receipt of this letter and the above-mentioned Bill of Lading.

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Very truly yours,	



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