

主 管	經 辦	對保人員核章

附件七

出口押匯總質權書
GENERAL LETTER OF HYPOTHECATION

本總質權書 立約人已於簽訂時，當場詳細審閱並充分了解其內容，勿須攜回審閱。

於中華民國 年 月 日經申請人攜回審閱並瞭解其內容(約定書審閱期間至少五日)

高雄銀行 台鑒

TO: BANK OF KAOHSIUNG

- (一) 茲因立押匯總質權書人(下稱我方)為便 貴行隨時可能承購或貼現我方所發出之押匯票(國內或國外)、或經我方背書之押匯票，爰經雙方協議：凡本書中所載各條款，均應認為永久繼續有效，隨時適用；凡我方所發出或背書之押匯票，無論其為直接或經手他人售與 貴行、或向 貴行貼現，均一律視同為每次承購或貼現，並與重新簽訂本書，有同一效力。
- As you may from time to time purchase from or negotiate for me/us Bill(s) of Exchange (Inland or Foreign) drawn or endorsed by me/us with collateral securities, it is hereby agreed between us that the stipulations contained in this Memorandum shall be deemed to be continuing and ambulatory, and shall apply to all cases in which such Bill(s) of Exchange may at any time, either directly or through other persons, be negotiated with or sold to you by me/us as if this Memorandum were signed by me/us on each occasion of such purchase or negotiation.
- (二) 茲授權 貴行或 貴行之任何經理、或代理人、或上述匯票持有人，得將(但非必需之行為)該匯票擔保品投保所有水險，並包括搶劫擄掠及岸上火災等險，所有保險費及有關費用均歸我方負擔。 貴行對擔保品享有優先受償權並得逕行處分擔保品以抵償 貴行之債權及其他有關費用或其他第三人所代付之保險等有關費用，並且不影響 貴行對其他票據債務人之請求權，同時 貴行得照普通商家代理人之事例，代我方辦理一切應辦事件，收手續費，倘 貴行對於該指定之碼頭或倉庫並無反對之表示，我方當依照付款人或承兌人之指示，將貨物移放於公家或私人之碼頭或倉庫。
- We authorize you, or any of your Managers, or Agents, or the Holders for the time being of any such Bill or Bills as aforesaid (but not so as to make it imperative) to insure any goods forming the collateral security for any such Bill or Bills of Exchange against sea risk, including loss by capture, and also against loss by fire on shore, and to add the premiums and expense of such insurances to the amount chargeable to us in respect of such Bill or Bills, and to take recourse upon such goods in priority to any other claims thereon, or against us, without prejudice to any claim against any endorser or endorser of the said Bills, for the purpose of reimbursing yourselves, or other person or persons paying the same, the amount of such premiums and expenses, and generally to take such measures and make such charges for commission and to be accountable in such manner, but not further or otherwise than as in ordinary cases between a merchant and his correspondent. And we consent to the goods being warehoused at any public or private wharf or warehouse selected by the Drawees or Acceptors of the Bills, unless you offer any objection to such wharf or warehouse.
- (三) 茲授權 貴行或 貴行之任何經理或代理人或上述匯票持有人，均可接受付款人附有條件之承兌；於票據到期日票款付清後， 貴行得將隨同匯票作為擔保之附帶單據，交與付款人或承兌人。此種授權亦可適用於參加承兌，惟付款人於付款或承兌前已停止付款、或承兌前已停止支付、或宣告破產、或清理時，則應按照以下所載各款辦理。
- We hereby also authorize you, or any of your Managers, or Agents, or the Holders for the time being of any Bill(s) of Exchange as aforesaid, to take conditional acceptances to all or any of such Bill, to the effect that on payment thereof at maturity, the Documents handed to you as collateral security for the due payment of any such Bill(s) shall be delivered to the Drawees or Acceptors thereof, and such authorization shall be taken to extend to cases of acceptance for honor, subject nevertheless to the power next hereinafter given, in case the Drawee shall suspend payment become bankrupt, or go into liquidation during the currency of any such Bill(s).
- (四) 茲授權 貴行：凡經 貴行或匯票承兌人或其代表人認為適當，在匯票到期以前無論何時， 貴行可將貨物分批交付與任何人(但非必需之行為)，惟交付貨物之全部或一部份時，須收取相當金額，其金額應與發票上所開列之貨價、或與所擔保之票據所載金額成合理之比例；上述相當金額之解釋，由 貴行認定之。
- We further authorize you (but not so as to make it imperative) at any time or times before the maturity of any Bills of Exchange as aforesaid, to grant a partial delivery or partial deliveries of such goods, in such manners as you or the Acceptors of such Bill or Bills of Exchange or their representatives may think desirable to any person or persons on payment of a proportionate amount of the invoice cost of such goods, or of the Bill or Bills of Exchange drawn against same. The meaning of the above-mentioned "proportionate amount" will be defined by you.
- (五) 押匯票經 貴行承購後，倘因匯票或附屬單據與信用狀所規定條件不符、或其他理由遭 貴行之貼現行或通匯行拒絕處理，或受開證銀行拒付、或貨物在交付或其他場合被發覺貨物之品質、數量等有差異等情事、或其他任何理由致遭對方拒收時，我方願意負全責；一經 貴行通知，隨時償付 貴行匯票金額、利息與其他一切附隨費用。我方並授權 貴行：倘 貴行或 貴行之通匯銀行認為必要時，得不經通知我方， 貴行可向信用狀開證銀行、或承兌銀行提出保證書，對此項保證，我方願意負一切責任。
- Should the Bill or Bills negotiated by your bank be refused handling or processing by your discounting bank or correspondent, or unpaid by issuing bank owing to some discrepancy in the Bill or Bills or the Documents attached thereto with the terms and conditions of the Letter of Credit or for any other reasons, or should the acceptance of the shipped goods be refused because of divergence of quality, quantity etc. of the said goods, or for any other reasons, discovered by the interested party or parties upon delivery or any other occasions, we shall take full responsibility thereof and reimburse you at any time the amount of such Bill or Bills, interest and other incidental charges incurred. We further authorize your bank to tender a letter of guarantee to the issuing bank or the accepting bank under the Letter of Credit, without any notification to us, in case your bank or your correspondent deems it fit to do so, and we solely shall be held liable for the guarantee thus offered.
- (六) 茲再授權 貴行或 貴行之任何經理、或代理人、或匯票持有人，於匯票提示而被承兌人拒絕承兌、或於匯票到期而被付款人拒絕支付。或在票據到期前，付款人或承兌人停止支付、或宣告破產、或採取清理步驟時，不論匯票是否已經承兌人附有條件承兌或絕對承兌， 貴行均得將該匯票擔保品之全部、或一部份，按照 貴行或票據持有人認為適當之方法，將其變賣，並將所得價款，除去通常手續費用及佣金外，以之支付該票款及其匯費，倘有餘額，得由 貴行或票據持有人，以之清償我方之其他票據(不論其有無擔保)、或對 貴行之欠款、或對貴行負有結算責任之其他方面欠款。凡遇保險貨物發生滅失，我方授權 貴行得依照保險單取償，並扣除手續費用，與處分變賣其他貨物情形相同，對其所餘淨額按照上開辦法加以處理。
- We further authorize you, or any of your Managers, or Agents, or the Holders for the time being of any Bill(s) of Exchange as aforesaid, on default being made in acceptance on presentation or in payment at maturity, of any of such Bill(s) or in case of the Drawees or Acceptors suspending payment, becoming bankrupt, or taking any steps whatever towards entering into liquidation during the currency of any such Bill(s), and whether accepted conditionally or absolutely to sell all or any part of the goods forming the collateral security for the payment thereof at such times and in such manner as you or such Holders may deem fit, and after deducting usual commission and charges, to apply the net proceeds in payment of such Bill(s) with re-exchange and charges the balance, if any, to be placed at your or their option against any other of our Bills, secured or otherwise, which may be in your or their hands, or any other debt or liability of mine/ours to you, or them, and subject, thereto, to be accounted for the proper parties, In case of loss at any time of goods insured we authorize you, or the Holders thereof, to realize the policy or policies and charge the same commission on the proceeds as upon a sale of goods, and to apply the net proceeds, after such deductions as aforesaid, in the manner hereinbefore lastly provided.
- (七) 如遇匯票付款人於該匯票到期日請求 貴行或 貴行之代理銀行延緩付款，而 貴行或 貴行之代理銀行認為此項請求為合理時，得不經通知我方，逕予同意延緩，我方絕無異議。
- In case the drawee of the Bill(s) request you or your correspondent on the date of maturity of the Bill(s) to postpone payment and if this is deemed reasonable by you or by your correspondent, no objection shall be raised by me/us to you or your correspondent's agreeing to it without notification to me/us.
- (八) 茲雙方同意：倘押匯票因外來干預致不獲付款人承兌、不獲付款人或承兌人付款、或因當地法律規章或其他任何理由致使匯票無法付款，押匯款無從匯付 貴行時，不論該項匯票與(或)附屬單據是否退還，一經 貴行通知，我方願意立即償付匯票金額、利息及附隨之一切費用， 貴行如須增加擔保品，我方亦願意提供，絕無任何異議。
- We hereby agree that, should the Bill or Bills be not accepted by the drawees or not paid by the Drawees or Acceptors by intervention, or should it happen, that the Bill or Bills are not paid or the proceeds thereof are not transferred to you because of the local laws or regulations or for any other reasons, we shall pay the amount of the Bill or Bills with interest and other incidental charges incurred as soon as you inform us in this connection by cable or by mail, notwithstanding no return of the Bill or Bills and/or documents. Should you demand any additional security of us at same time, it shall be given by us without any objection.
- (九) 倘因匯票付款人、信用狀開證銀行、信用狀承兌行或信用狀保兌銀行無力償付債務，受破產宣告、查封、假扣押、假處分、拍賣等情事時、或因自請宣告破產或和解時，一經 貴行通知，我方願意償付 貴行匯票金額、利息以及附隨之一切費用。
- Should the drawees of our Bill or Bills or the issuing, accepting or confirming banks of the relative Letter of Credit become insolvent, or bankrupt, be seized, provisionally seized, provisionally disposed of, or offered for auction, or even should the drawees or the above banks apply for bankruptcy or settlement by composition, we agree to pay you upon your notice the total amount of our Bill or Bills with interest and other additional charges.
- (十) 如貨物變賣所得價款淨額不足以償付上開匯票載金額(包括當時匯兌市價折合之損耗)，茲授權 貴行或 貴行之任何經理、代理人或票據持有人，對於不足之款，得向我方發出匯票取償，但不影響不足之數向其他背書人之追索權。茲同意：凡 貴行或票據持有人所出之帳單，即為變賣貨物已經受有損失之憑證，我方於該項匯票提示時，當即如數照付。
- In case the net proceeds of such goods shall be insufficient to pay the amount of any such Bill(s) with re-exchanges and charges, we authorize you, or any of your Managers, or Agents, or the Holders for the time being of such Bill(s) as the case may be, to draw on us for the deficiency, without prejudice nevertheless to any claim against any endorser(s) of the said Bill(s) for recovery of same or any deficiency on the same; and we engage to honor such Drafts on presentation, it being understood that the Account Current rendered by you or by such Holders shall be sufficient proof of sale and loss.
- (十一) 不論變賣貨物之情事將否發生，茲授權 貴行或 貴行之任何經理、代理人或票據持有人，均得於匯票到期之前，接受付款或承兌人付款之要求，並於付款後將提單及其他貨運單據等，交與付款人或承兌人，倘 貴行或票據持有人准其提前支付時，並得按照票據支付地之通常利率，計算折扣。
- We further authorize you, or any of your Managers, or Agents, or the Holders for the time being of any such Bill(s) as aforesaid, whether the aforesaid Power of Sale shall or shall not have arisen, at any time before the maturity of any such Bill(s), to accept payment from the Drawees or Acceptors thereof, if requested so to do, and on payment to deliver the Bill(s) of Lading and Shipping Documents to such Drawees or Acceptors; and, in that event, you or the Holders of any such Bill(s) are to allow a discount thereon, at the

customary rate of rebate in the place where such Bill(s) are payable.

- (十二) 倘係承兌後交付貨運單據之匯票，我方授權 貴行，將附隨該匯票作為擔保品之貨運單據，於承兌人承兌該匯票後得交與承兌人，在此情形之下，倘因該匯票到期而承兌人不予付款，則凡因此而發生之後果，均由我方負其責任。我方當將該票所欠之全部款項、或一部份款項，及因此而增加之匯票及手續費如數償還 貴行，並擔保 貴行不因此而受任何損害。
12. In case of D/A Bills we authorize you to deliver the documents to the acceptors against their acceptance of the Bill(s) drawn on them. In such a case We undertake to hold you harmless from any consequence that may arise by your so doing and to pay you the amount or any balance of the bill with re-exchange and charges if the acceptors should make any default in payment at maturity.
- (十三) 倘匯票付款人拒絕承兌或付款、或匯票到期前擔保貨品業已運抵目的港口，立書人授權 貴行或 貴行之通匯行辦理該匯票擔保品之卸貨、報關、存倉、保險等 貴行或 貴行之通匯行認為維護此等貨品必要之任何措施，辦理上項措施所發生之有關費用，以及卸貨、報關、存倉及保險等各從業人員之過失，或因戰爭、天災或其他不可抗力因素所引起之任何損害，悉歸我方負擔。
13. Should the drawee of the Bill or Bills reject acceptance or payment of the said Bill or Bills, or should the collateral Goods arrive before the date of maturity of such Bill or Bills, we authorize your bank or your correspondent to unload, clear, warehouse the Goods, effect insurance thereon and do any and all other acts which your Bank or your correspondent may deem necessary for the proper maintenance of the said Goods. In these cases, not only the expenses and cost incurred in the course of the above acts, but also any damage caused by those people or parties who deal with the unloading, clearance, warehousing and insurance in good or bad faith or by reason of war, natural disasters or any other Act of God shall be paid by us.
- (十四) 我方授權 貴行或 貴行之通匯行，以 貴行或 貴行之通匯行認為適合之任何方法寄送押匯票與（或）附屬單據。
14. We authorize your bank or your correspondent to send the Bills and/or Documents to the place of payment by any method as you or your correspondent deems fit.
- (十五) 倘押匯票與（或）附屬單據在寄送中毀損或遺失，或視為已經毀損或遺失、或因誤送等意外情事，致令遲延寄達付款地時，得不必經任何法律手續，一經 貴行通知，我方願意根據 貴行帳簿之記載，作成新押匯票，倘可能者連同新附屬單據提供與 貴行；或隨 貴行之指示，立即償付 貴行匯票金額，以及附隨之一切費用。
15. Should Bills and/or Documents be destroyed or lost in transit, or assumed as such, or their arrival at the place of payment is much delayed by accident such as mis-transportation, a new Bill, and if possible, new Documents shall be presented to your bank by us according to your record book, at your demand without any legal procedures, or alternatively, at your option, the amount of the Bills, with all expenses, shall be paid to you by us.
- (十六) 我方同意 貴行得就我方所有財產包括存於 貴行及分支機構、或 貴行所管轄範圍內之保證金及存款餘額等，均任憑 貴行移作共同擔保品，以清償 貴行債務。
16. We agree that all our property including securities and deposit balances which may now or hereafter be in you or your branches possession or otherwise subject to your control shall be deemed to be collateral security for the payment of any indebtedness and liability.
- (十七) 在匯票或其他任何單據上所簽蓋之我方簽章或所寫文字， 貴行如認為與預先存驗於 貴行者相符、或與我方曾經使用於以前匯票或其他單據者相同時，即使其係偽造或被盜用，我方仍願負責，並償付 貴行因此而蒙受之損害。
17. We shall be responsible for our signature, seal or writing used on the Bill(s) or any other documents accepted by you even though the signature, seal or writing is a forged or stolen one; in case you have concluded the same to be identical with those submitted to you beforehand or those used on a previous Bill or another document, Any damages, sustained by you there from, shall be paid for by us.
- (十八) 有關匯票與（或）擔保貨物之訴訟，同意以台灣 _____ 地方法院為第一審管轄法院。
18. The jurisdiction of a judicial court regarding any legal action on my/our Bills and/or collateral goods shall be executed at the _____ District Court.
- (十九) 我方願遵守國際商會所刊布「信用狀統一慣例」並視其為本書之一部份。
19. We will observe the "Uniform Customs and Practice for Documentary Credits" fixed by the International Chamber of Commerce, and deem it as a part of this Letter.
- (二十) 茲更經雙方協議同意：凡 貴行所有對於票據上，因退票而發生之一切權利，不因將擔保品交付與 貴行而受任何影響，亦不因 貴行行使票據權利上求償權而影響 貴行對我方所欠款項範圍以內在擔保品上占有之物權；此外關於我方店號、行莊公司，因股東、合夥人之死亡、退夥或加入新夥、或隨時而發生之其他人事變動，換言之，不論本處名稱、牌號、及內部組織之如何變更，凡在我方繼續營業之時，本書所授權限及其設定，當繼續有效。凡每次我方匯票經 貴行承購或貼現，均應認為我方又將已經訂立之本書重新訂立。茲又經雙方同意：凡因 貴行所僱用之居間人或拍賣行之違約行為而發生之結果， 貴行對於我方並不負任何責任。此據。
20. Lastly, it is mutually agreed that the delivery of such collateral securities to you shall not prejudice your rights on any of such Bills in case of dishonor, nor shall any recourse taken thereon affect your title to such securities to the extent of my/our liability to you as above, and that, notwithstanding any alteration by death, retirement, introduction of new partners or otherwise in the persons from time to time constituting my/our firm or the style of my/our firm under which the business at present carried on by me/us may be from time to time continued, this Letter and the powers and authorities hereby given are to hold good as the Agreement with, you on the part of the firm as aforesaid and that each negotiation of a Bill or Bills hereunder is to be treated as a renewal by or on behalf of the firm as then existing of the terms of this Agreement. It is also agreed that you are not to be responsible for the default of any Broker or Auctioneer employed by you for any purpose
- (二十一) 借款人及連帶保證人如對本借據有疑義或申訴時，可逕向 貴行服務專線聯絡。服務專線如下：

1. 服務電話： 2. 傳真： 3. 電子信箱： 4. 申訴電話：

中 華 民 國 年 月 日

Dated on _____
(day) (month) (year)

立押匯總質權書人 (簽章)

地 址

Address :

電 話

Telephone :

該擔保上開立書人完全履行本書內所載各條款之義務，並向 貴行拋棄對於主債務人先訴抗辯之權利，合為保證如上。

I/We hereby guarantee the fulfillment of the above, expressly waiving our right to require you to take previous action in Court against the principal debtor.

連帶保證人 Guarantor(簽章)

連帶保證人 Guarantor(簽章)

地 址
Address :

地 址
Address :

電 話

三. A-11

電 話

Telephone :

102.5.30 修訂