

申請買入或代收外幣票據約定書

Terms and Conditions for Purchase/Collection of Foreign Currency Cheque Deposit Negotiable Instruments

HSBC 滙豐

致：經理 To: The Manager 滙豐(台灣)商業銀行股份有限公司 HSBC Bank (Taiwan) Limited

Office 分行

日期Date： 年(YY) 月(MM) 日(DD) 客戶編號 Customer No：

立約人（帳戶持有人）姓名 Customer Name：

請存入至本人（等）帳戶，帳戶號碼 Please deposit to my/our account, account number：

客戶須知

客戶在接受外幣票據時應考慮可能存在的風險。例如，由美國銀行支付的支票(包括由本行買入及代收)，支付銀行如在隨後的六年內發現該支票為冒簽或被冒改，將有權要求收款人退還款項；如為美國國庫支票，可能並無上開退款期限之限制。

IMPORTANT NOTICE TO CUSTOMER

Customers should consider the possible risks involved in accepting foreign currency cheques. For example, for cheques drawn on US banks (the cheque is sent for collection or purchased by our Bank), the paying bank will have the right to seek refund of a cheque that is subsequently found to be fraudulently drawn, fraudulently endorsed or fraudulently altered within a period of up to 6 years; for a US Treasury cheques, this refund period may be indefinite.

茲依照背面所列條款，檢附光票 張，其詳細內容如下，請惠予買入/託收為何：

We enclose herewith for purchases collection our Clean Bills detailed as follows and agreed to the Terms and Conditions Overleaf：

匯票／支票號碼 Draft/Cheque No.	付款銀行及付款地 Paying Bank & Country	發票人／帳號 Drawer/Account No.	開票日期 Issue Date	幣別 Currency	金額 Amount

身份證明文件號碼/統一編號 ID No./Business Registration No.：

申報性質 Nature of Remittance：

電話 Telephone No.：

地址 Address：

託收手續費依本行金融服務收費標準收取 Service charge will be incurred based on HSBC Banking Tariff Table

☐ 新臺幣 TWD ☐ 美金 USD (僅限境外金融帳戶 OBU only)，金額 Amount：

支付方式：(請勾選以下一項 Please tick one of the following)

☐ 請由本人（等）帳戶扣款，帳戶為 Please debit service charge from my/our account, account no.：☐ 支付現金 Paid by Cash

* 除 貴行所收取之託收手續及郵資外，倘有其他海外收取費用(如被國外代收或代付銀行所扣取之費用)，本人/本公司
同意 貴行得自本人帳號為： 之帳戶收取。

For overseas charges, I/we herewith grant the bank to debit my account no.：

except to the standard collection charges and postage.

本人（等）茲證實上述票據係合法取得之有效票據且上述資料正確無訛。 I/We confirm that the Cheque(s) is/are
legal and valid and the information given above is true and complete.

本人/吾等已閱讀並同意遵守背面所載之約定

I/We have read the Terms and Conditions printed overleaf and agree to be bound by them.

客戶簽字及/或蓋章 Customer Signature(s) and / or chop(s)

銀行專用 For Bank Use Only

Service charge：

Processed by：

Approved by：

S.V.：

(須與原留印鑑相符 Signing instruction must match the specimen signature(s) on the signature card)

PSV-010R6

申請買入或代收外幣票據約定書

立約人茲為向滙豐(台灣)商業銀行股份有限公司 (以下簡稱「貴行」) 申請買入或代收外幣票據，特與 貴行約定下列條款，以茲遵守：

- 一、立約人保證其所委託代收或申請買入之外幣票據（以下簡稱「外幣票據」），並無偽造，變造或其他瑕疵，如事後發現該外幣票據有上述瑕疵，以致 貴行蒙受任何損失時，立約人願全部負責。
- 二、立約人瞭解 貴行於收受該外幣票據後，保留決定代為收款或買入之權利。
- 三、如 貴行決定買入該外幣票據，則：
 - (一) 貴行得將票面款項於買入當日存入立約人指定之帳戶中。
 - (二)若日後該外幣票據有退票或因其他糾葛等情事，致該外幣票據未獲兌現付款時，不問其原因為何，一經 貴行通知，立約人願立即如數退還 貴行已給付立約人之款項，絕無異議。
- 四、如 貴行決定代為收款，則：
 - (一) 貴行將以書面通知立約人，但 貴行並無義務於收迄票款前先對立約人墊款， 貴行將於票款收迄後，始將款項存入立約人指定之帳戶中。如該帳戶為新臺幣帳戶時， 貴行應依入帳日之 貴行外幣買入匯率將該筆款項兌換為新臺幣並扣除兌換手續費後存入前述帳戶。
 - (二)若該外幣票據於 貴行遞送代收銀行時，有非因 貴行之過失而遺失或毀損或遲延之情事所引起之一切後果，概與 貴行無關，立約人願自負其責。
- 五、若外幣票據因故無法兌現而未獲付款時，除立約人另以書面委託並經 貴行同意外， 貴行並無代為作成拒絕證書或採取其他法定保全票據權利之任何手續之義務。
- 六、立約人同意為防止遺失或依銀行作業習慣， 貴行得於外幣票據或其背面，為任何文字或符號之記載，若外幣票據有退票之情事， 貴行亦無就此等記載回復原狀之義務， 貴行得將載有文字或符號之外幣票據依當時之狀況交還立約人。
- 七、立約人同意負擔 貴行因代收該外幣票據所生之一切手續費及其他海外收取費用（如被國外代收或代付銀行所扣取之費用），倘有任何海外收取費用，立約人同意 貴行有權逕自約定帳戶中扣取該筆款項。
- 八、立約人了解 貴行接受委託代收外幣票據，自 貴行收訖文件並確認無誤起算至少須經14天之工作日(惟實際入帳日期仍需視各國託收規定而定)，始能將票款存入立約人指定帳戶中。
- 九、本約定書未規定之其他事項悉依國際商會所訂最新之統一託收規則」辦理，立約人並同意遵守中央銀行、貴行、銀行主管機關及銀行公會現在或將來之一切託收作業規章。
- 十、 貴行得自行選擇任何其他銀行為代收銀行，但 貴行對任何因代收銀行之故意、過失而在託收過程中所發生之一切損失、延誤等，不負任何責任。
- 十一、外幣託收票據遺失作業規範：倘受理託收票據發生遺失歸責於本行者，本行將負積極處理之責，並得憑留存於本行之外幣票據正反面影本寄出向國外重行提示，惟若發生國外付款銀行拒絕以票據影本求償，則委婉向立約人說明，請持票人洽請發票人重新簽發票據，以利完成託收作業。
- 十二、立約人同意因本約所生之紛爭由台北地方法院為第一審管轄法院。
- 十三、本約定以中文及英文作成，如中、英文版有歧異，以中文版為準。

Terms and Conditions for Purchase and/or Collection of Foreign Currency Negotiable Instruments

In consideration of the Customer requesting HSBC Bank (Taiwan) Limited (hereinafter referred to as the "Bank") for and on its behalf, to purchase and/or collect, from time to time, negotiable instruments in foreign currencies (hereinafter referred to as the "Instruments"), the Customer hereby agrees as follows:

1. The Customer hereby warrants that any and all Instruments presented hereupon for purchase and/or collection are not forged, altered or defective in any way. The Customer shall be fully responsible for any and all loss or damage incurred to the Bank as a result of such forgery, alteration or defectiveness.
2. The Customer understands that the Bank reserves the right to purchase and/or collect such Instruments presented by the Customer.
3. In case the Bank purchases the Instruments presented and advances cash payment to the Customer ,
 - (1) the Bank may deposit the face value amounts of the Instruments on the purchase date into the account(s) designated by the Customer;
 - (2) but the Instruments are not cashed due to being dishonored or otherwise disputed, the Customer shall, regardless of the causes thereof, upon notice from the Bank, repay immediately in full, the amounts advanced and/or deposited;
4. In case the Bank collects the Instruments presented,
 - (1) the Bank shall notify the Customer in writing; however, the Bank is not obliged to pay face value amounts in advance to the Customer. Whereupon such Instruments are cashed by collection, the Bank may pay such amounts cashed into the account(s) designated by the Customer. If the aforesaid account(s) are New Taiwan Dollar account(s), the Bank shall, on behalf of the Customer, convert such amounts collected into New Taiwan Dollar at the prevailing foreign currency buying rate as quoted by the Bank and credit the amounts converted into such account(s) after debiting conversion fees;
 - (2) the Customer agrees that the Bank shall not be liable for any consequences arising from the loss or delay of such Instruments for causes not attributable to the Bank, after the Bank has forwarded same for collection and the Customer shall assume any and all risks and liabilities arising therefrom.
5. Unless authorised to and agreed by the Bank otherwise, in the event of non-payment of any Instruments which have been requested by the Customer to collect, the Bank shall be under no obligation, for or on behalf of the Customer, to make a protest or attend to any other procedure required by laws to preserve the Customer's rights to such Instruments.
6. The Customer agrees that, for the precaution against being lost and/or based on general banking practice, the Bank may place any word or mark on the front or reverse side of the Instruments to be collected. In the event that any of such Instrument being dishonored, the Bank shall be under no obligation to revert such Instrument to its original condition and may return such Instrument as is to the Customer.
7. The Customer agrees to undertake and compensate any service charges and other necessary fees incurred to the Bank from overseas collection of the Instruments. The customer agrees the Bank shall have the right to debit overseas fees from Customer's designated account.
8. The Customer agrees that the payment of the Instrument will not be debited into his/her designated account with the Bank until at least 14 working days after the Bank's receipt of such Instruments without any reservation, provided that the actual debit date depends on the collection rules of the respective countries.
9. Any matter, which is not expressly provided for in this agreement, shall be handled in accordance with the Uniform Rules for Collection as amended, from time to time, by the International Chamber of Commerce. The Customer agrees to observe any and all such regulations relevant to purchase or collection to negotiable instruments as may be, from time to time, amended and/or promulgated by the Central Bank of China, the competent banking authorities, the Bankers Association of Republic of China and the Bank.
10. The Bank may at its discretion select correspondent bank(s) to act on its behalf for collection of the Instruments which the Customer has requested the bank to collect; provided that, the Bank shall have no responsibility for any and all loss or delay arising from the willful misconduct or negligence of any collection process.
11. The Bank shall bear no responsibility for any and all losses or delays arising from the willful misconduct or negligence of any collection process. The Bank shall be held responsible if the cause of lost cheque is due to Bank error. The Bank may present a copy/copies of the Instrument to a Correspondent Bank for disbursement. In the event that the overseas Correspondent refuses disbursement based on a copy of the Instrument, the Bank shall explain to the Customer and request they present a new cheque.
12. The Customer irrevocably agrees to submit to the Taipei District Court as the first instance in any action or proceeding arising out of or relating to this agreement.
13. This agreement is made in both Chinese and English. In case of any discrepancy between the Chinese and English version, the Chinese version shall prevail.