

九龍銀行

銀行實務叢刊
(五)

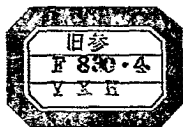
放款單據

銀行學會編印

銀行實務叢刊，係就本會附設之銀行實務研究會討論
結果及關於實務問題之論著資料彙編刊布，藉備銀行
同業諸公及一般學者之研究與參考。

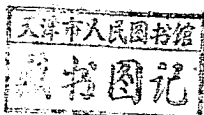
本冊專載放款應用單據，係根據實務研究會單據小組
會歷次開會討論之結果，編輯而成。

銀行學會



放款單據目錄

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- 六、英文透支押據
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- 八、英文信用透支借據
- 九、進口押匯借據
- 十、英文進口押匯借據
- 十一、本票(代替信用放款借據)
- 十二、英文期票



(一) 定期押款據

借款人——今向 貴行借到銀圓——元特提交後開物品爲本押款之擔保並願遵守條件如左

(二) 利率及期限

1 利率 此項押款利息按——計算每——個月結算一次如在期前取贖本押款之一部或全部時其利息仍算至到期日止

2 期限 此項押款訂期——自民國——年——月——日起至——年——月——日止

(二) 押品

3 押品損壞及跌價 押品如有損壞或價格跌落時聽 貴行之便或償還一部分之借款或更換押品或增加押品一經通知即當照辦

4 押品所有權 借款人對於後開及將來交入之押品完全爲借款人所有他人並無任何權利如日後發生糾葛而使 貴行受有損害時由借款人及保證人連帶負完全賠償之責

5 代理權 借款人對於後開及將來交入各種押品之處分委託 貴行爲全權代理人在借款未還清之前借款人決不撤銷此項委託代理權

6 押品之處分 借款人如不履行本押據所載條件時 貴行得將押品變賣借款人及保證人對於變賣方法價價高低以及變賣遲早決無異議但 貴行並無代賣押品之義務如未經變賣而時價跌落所有損失與

貴行無涉

7 處分後價款之支配 押品變賣所得之金額即以抵還借款本息及變賣中所需之費用如有不足仍由借
人及保證人負責補繳如有餘款 貴行得移還或扣抵借款人所欠 貴行其他已到期及未到期款項

8 處分其他財物及存項 押品變賣所得之金額不足清償欠款本息時 貴行得將借款人存在 貴行之其
他財物用第五條方法變賣抵償缺數如借款人尙有其他款項存在 貴行亦得由 貴行撥充欠數所有
出給借款人之各項摺據即行作廢

9 保險 押品由借款人按照時價向 貴行指定之保險公司投保火險以 貴行爲優先受益人 貴行於必
要時並得通知借款人加保兵險或其他各險但如遇保險賠償不足以至不得贖償時借款人及保證人仍
依約履行償還借款本息之責決不藉口意外損失主張卸責

10 代保險 借款人對於前條之保險如不即時投保 貴行得代爲辦理一切費用仍由借款人負擔但 貴行
並無代爲保險之義務

11 貨物作押 押品如爲貨物時其提單棧單等件所載貨物之品質數量借款人及保證人擔保完全準確以後
如發覺品質不符數量短少或內容虛僞等情無論該項貨物堆存 貴行自營之倉庫抑在其他倉庫均由
借款人及保證人連帶負責處付倉租及其他費用歸借款人負擔

12 房地產作押 押品如爲房地產時非經 貴行同意借款人決不拆動建築物或設定第二債權或訂立租約
及其他物權契約其應付捐稅修理等一切費用均由借款人負擔

(三) 保證人

13 拋棄抗辯權 借款人如不履行本押據所載條件時由保證人連帶負責如數賠償保證人決不以押品未經

變賣或對借款人所有財產未為強制執行或其他任何口實延緩保證責任之履行保證人聲明自願拋棄

民法第七百四十二條第一項及第二項之抗辯及同法第七百四十五條之權利

14 還款後銀行得移轉押品 保證人依前條約定履行保證責任後 貴行得不必徵求借款人之同意將押品

交與保證人借款人決無異議其發給借款人之押品收據即行作廢

15 押品變更 貴行如准許借款人在借款未還清以前掉換全部或一部分之押品或因 貴行之同意取贖押

品之一部分時均不必通知保證人保證人仍負照數賠償借款本息之責決不因此而提出異議

(四) 其他事項

16 履行處所 借款人及保證人對於本押據各種條款之履行須在 貴行營業所爲之

17 繼承人 本押據所載借款人及保證人均包括其繼承人及法定代理人

銀行台照

中華民國 年 月 日

借款人

住址

保證人

住址

見證人

住址

(二)

COLLATERAL TIME LOAN CONTRACT

In consideration of the loan which amounts to dollars granted to me/us by.....Bank (hereafter referred to as the Bank), I/we hereby deliver to the Bank the properties, as listed herein as collateral security for the said loan. I/we further agree to abide by the following stipulations.

I. Interest and Time Limit

1. Interest: The interest on the loan is to be accrued every.....month (s) at the rate of.....per centum per annum. The Bank may collect the full amount of interest in case I/we intend to pay back before maturity the whole amount or a part of the loan.
2. Time Limit: I/we undertake to pay back the loan not later than.....

II. Collateral Security

3. Damage or depreciation of Securities: In case the securities should suffer any damage or depreciation in value I/we engage to refund immediately on demand a part of the loan or to furnish satisfactory securities in substitution thereof or in addition thereto.
4. Ownership: I/we hereby declare that I/we have full right of ownership over the securities as listed herein and/or to be delivered to the Bank hereafter. In case there should arise any dispute over the ownership, resulting in any loss or losses on the part of the Bank, I/we as well as the guarantor (s), jointly engage to make good to the Bank immediately such loss or losses.
5. Agency: I/we agree to assign the Bank as my/our agent with full power to dispose of the securities listed herein or to be delivered to the Bank hereafter. This assignment should be in force until the loan is fully paid back.
6. Disposal of Securities: In case I/we should fail to act according to the stipulations herein specified, the Bank may dispose of the securities in whatever manner they may deem fit. I/we, as well as the guarantor (s), shall

not raise any objection as to the method used, price obtained or time chosen for such disposal. However, the Bank are under no obligation to make such disposal. Should the securities depreciate in value before such disposal resulting in any loss or losses, I/we engage to make good to the Bank immediately such loss or losses.

7. Appropriation of Proceeds: The proceeds from the disposal of the securities are to be applied first to defray all the costs, charges, and expenses in connection with such disposal and, then, to pay off the loan with interest accrued. In case the proceeds should be insufficient to cover the outlays as specified above, I/we, as well as the guarantor (s), engage to make good immediately such deficiency. In case there should be any surplus, the Bank may retain the same to meet my/our other obligation(s) to them, due or not due.
8. Disposal of other properties and Funds: In case I/we should fail to make good my/our obligations according to Stipulation 7, the Bank may dispose of my/our other properties and funds in their hands according to Stipulation 5; any receipt or certificate issued to me/us by the Bank for such properties and funds shall become null and void automatically.
9. Insurance: I/we shall have the collateral securities insured againsts fire to the full market value, with approved insurance company (ies) designated by the Bank with the Bank as the preferential beneficiary. Whenever necessary, the Bank may require me/us to insure against war and/or other risks. Should the insurance company fail to meet the claim in case of loss, I/we, as well as the guarantor(s), jointly engage to pay my/our indebtedness to the Bank to the full extent, and shall raise no excuse whatsoever on account thereof.
10. Insurance on my/our behalf: In case I/we do not effect the insurance in time, the Bank may do the same on

my/our behalf. I/we engage to reimburse the Bank immediately for the premium advanced with interest accrued at the rate as mentioned in Stipulation 1. However, the Bank are under no obligation to effect the insurance on my/our behalf.

11. Goods as Collateral Securities: If the collateral securities consist of goods, I/we, as well as the guarantors, agree to be responsible for the correctness of the description of their quality and quantity as contained in the relative Bill of Lading and the Warehouse Receipt. Should there be found later on any difference, incorrectness, and misrepresentations the quality and quantity of the said goods, I/we as well as the guarantor (s) shall take full responsibility therefor whether the said goods are stored in the Bank's or the other's godown(s). The warehouse rent and/or other expenses shall be borne by me/us.
12. Building or Land as Collateral Security: If the collateral security consists of building (s) and/or land, the remodeling or alterations of buildings, the placing of second mortgages, the making of contracts or leases and/or other agreements affecting the rights on the properties concerned shall not valid without the prior consent of the Bank. All taxes, repairs, and other expenses incurred in connection with the aforesaid building(s) be borne by me/us.

III Guarantors

13. Abandonment of the right to Rebuff: I/we, the guarantor (s), further undertake to guarantee jointly and severally that the borrower (s) will act strictly according to the stipulations outlined above, and that in case of his/their default, I/we shall make good immediately to the Bank, according to the Bank's statement, any loss or losses that they may suffer, waiving the rights accorded to guarantors by the Chinese Civil Code, Articles 742 and 754.
14. Subrogation by the Guarantor (s): I/we, the guarantor

(s), having made good to the Bank according to their statement any loss or losses in accordance with Stipulation 13. shall subrogate the Bank as the creditor, and the Bank shall transfer the collateral securities to me/us without notifying the borrower (s). Any receipt or certificate issued for the borrower(s) by the Bank for such securities shall become null and void automatically.

15. Change of Securities: While with approval of the Bank, though without notifying me/us, the guarantor(s), the borrower(s) may change the whole or a part of the securities before the maturity of the loan and may with the consent of the Bank, pay back a part of the loan, I/we, the guarantor(s), shall still be responsible jointly and severally for the borrower(s) to the Bank to the full amount, and shall make no excuse whatsoever on account thereof.

IV. Others

16. The Place of Execution: The execution of the stipulations of the above contract by the borrower(s) and the guarantor(s) should be in the Bank's office.
17. Successors: The above obligations assumed by the borrower(s) as well as by guarantor(s) of this contract shall be equally binding on their respective heirs, successors, executors and administrators.

(三) 活期押款據

借款人——今將後開物品提交 貴行爲活期押款之擔保應守條件如左

一 金額利率及期限

1 金額 此項押款以銀圓——爲限

2 利率 此項押款利息按——計算每 個月結算一次但 貴行得隨時通知借款人增高利率

3 期限 此項押款訂期——自民國——年——月——日起至——年——月——日止但在未到期前無論何

時 貴行得收回前項押款之全部或一部借款人一經通知即當照辦

二 押品

4 押品損壞及跌價 押品如有損壞或價格跌落時聽 貴行之便減少借額或更換押品或增加押品一經通知即

當照辦

5 押品所有權 借款人及保證人切實聲明後開及將來交入之押品完全爲借款人所有他人並無任何權利如日

後發生糾葛而使 貴行受有損害時由借款人及保證人連帶負完全賠償之責

6 代理權 借款人對於後開及將來交入各種押品之處分委託 貴行爲全權代理人在借款本息未還清之前借

款人決不撤銷此項委託代理權

7 押品之處分 借款人如不履行本押據所載條件時 貴行得將押品變賣借款人及保證人對於變賣方法賣價

高低以及變賣遲早決無異議但 貴行並無代買押品之義務如未經變賣而時價跌落所有損失與 貴行無涉

8 處分後價款之支配 押品變賣所得之金額即以抵還借款本息及變賣中所需之費用如有不足仍由借款人及保證人負責補繳如有餘款 貴行得移還或扣抵借款人所欠 貴行其他已到期及未到期款項

9 處分其他財物及存項 押品變賣所得金額不足清償借款本息時 貴行得將借款人存在 貴行其他財物用第六條方法變賣抵償缺數如借款人尚有其他款項存在 貴行亦得由貴行撥充欠數所有出給借款人之各項摺據即行作廢

10 保險 押品由借款人按照時價向 貴行指定之保險公司投保火險以 貴行為優先受益人 貴行於必要時並得通知借款人加保兵險或其他各險但如遇保險賠償不足甚至不得賠償時借款人及保證人仍依約履行清還借款本息之責決不藉口意外損失主張卸責

11 代保險 借款人對於前條之保險如不即時投保 貴行得代為辦理一切費用仍由借款人負擔但 貴行並無代為保險之義務

12 貨物作押 押品如為貨物時其提單棧單等件所載貨物之品質及數量借款人及保證人擔保完全準確以後如發覺品質不符數量短少或內容虛偽等情無論該項貨物堆存 貴行自營之倉庫抑在其他倉庫均由借款人及保證人連帶負責應付倉租及其他費用歸借款人負擔

13 房地產作押 押品如為房地產時非經 貴行同意借款人決不拆動建築物設定第二債權或訂立租約及其他

物權契約其應付捐稅修理等一切費用均由借款人負擔

三、保證人

14 拋棄抗辯權

借款人如不履行本押據所載條件時由保證人連帶負責如致賠償保證人決不以押品未經變賣

或對借款人所有財產未為強制執行或其他任何口實延緩保證責任之履行保證人聲明自願拋棄民法第七

百四十二條第一項及第二項之抗辯及同法第六百四十五條之權利

15 還款後銀行得移轉押品

保證人依前條約定履行保證責任後 貴行得不必徵求借款人之同意將押品交與

保證人借款人決無異議其所發給借款人之押品收據即行作廢

16 押品或金額之變動

貴行如准許借款人在借款未還清以前掉換全部或一部之押品時或在借款金額內加押

或償還一部分之款項時均不必通知保證人保證人仍負照數賠償借款本息之責決不因此而提出異議

四、其他事項

17 履行處所

借款人及保證人對於本押據各種條款之履行須在 貴行營業所為之

18 繼承人 本押據所載借款人及保證人均包括其繼承人及法定代理人

銀行台照

中華民國 年 月 日 借款人

住址

保證人

住址

見證人

住址

押品總值				押品名稱
照時價				數量
				原價
				時價

COLLATERAL CALL LOAN CONTRACT

In consideration of the loan facility granted to me/us by..... Bank (hereafter referred to as the Bank), I/we hereby deliver to the Bank the properties, as listed herein as collateral security for the said loan. I/we further agree to abide by the following stipulations:

I. Amount, and Time Limit

1. Amount: The amount of the loan is not to exceed dollars.....
2. Interest: The interest on the loan is to be accrued every.....month (s) at the rate of.....per centum per annum. The Bank on notifying me/us, may increase the rate at any time.
3. Time Limit: I/we undertake to pay back the loan not later than.....The Bank may call back at any time the whole amount of the loan or a part thereof by notifying me/us

II. Collateral Security

4. Damage or depreciation of Securities: In case the securities should suffer any damage or depreciation in value, I/we engage to refund, on demand, the maximum amount of the loan or to furnish satisfactory securities in substitution thereof or in addition thereto.
5. Ownership: I/we hereby declare that I/we have full right of ownership over the securities as listed herein and/or to be delivered to the Bank hereafter. In case there should arise any dispute over the ownership, resulting in any loss or losses on the part of the Bank, I/we as well as the guarantor (s), jointly engage to make good to the Bank immediately such loss or losses.
6. Agency: I/we agree to assign the Bank as my/our agent with full power to dispose of the securities listed herein or to be delivered to the Bank hereafter. This assignment should be in force until the loan is fully paid back.
7. Disposal of Securities: In case I/we should fail to act

according to the stipulations herein specified the Bank may dispose of the securities in whatever manner they may deem fit. I/we, as well as the guarantor (s), shall not raise any objection as to the method used, price obtained or time chosen for such disposal. However, the Bank are under no obligation to make such disposal. Should the securities depreciate in value before such disposal resulting in any loss or losses, I/we engage to make good to the Bank immediately such loss or losses.

8. Appropriation of Proceeds: The proceeds from the disposal of the securities are to be applied first to defray all the costs, charges and expenses in connection with such disposal and, then, to pay off the loan with interest accrued. In case the proceeds should be insufficient to cover the outlays as specified above, I/we, as well as the guarantor(s), engage to make good immediately such deficiency. In case there should be any surplus, the Bank may Retain the same to meet my/our other obligation(s) to them due or not due.
9. Disposal of other properties and Funds: In case I/we should fail to make good my/our obligations according to Stipulation 5, the Bank may dispose of my/our other properties and funds in their hands according to Stipulation 6; any receipt or certificate issued to me/us by the Bank for such properties and funds shall become null and void automatically.
10. Insurance: I/we shall have the collateral securities insured against fire to the full market value, with approved insurance company (ies) designated by the Bank with the Bank as the preferential beneficiary. Whenever necessary, the Bank may require me/us to insure against war and/or other risks. Should the insurance company fail to meet the claim in case of loss, I/we, as well as the guarantor(s), jointly engage to pay my/our indebtedness to the Bank to the full extent. and shall raise no excuse whatsoever on account thereof.

11. Insurance on my/our behalf: In case I/we do not effect the insurance in time, the Bank may do the same on my/our behalf. I/we engage to reimburse the Bank immediately for the premium advanced with interest accrued at the rate as mentioned in Stipulation 2. However, the Bank are under no obligation to effect the insurance on my/our behalf.
12. Goods as Collateral Securities: If the collateral securities consist of goods, I/we, as well as the guarantors, agree to be responsible for the correctness of the description of their quality and quantity as contained in the relative Bill of Lading and the Warehouse Receipt. Should there be found later on any difference, incorrectness, and misrepresentation in the quality and quantity of the said goods, I/we as well as the guarantor (s) shall take full Responsibility therefor whether the said goods are stored in the Bank's or the other's godown (s). The warehouse rent and/or other expenses shall be borne by me/us.
13. Building or Land as Collateral Security: If the collateral security consists of building (s) and/or land, the remodeling or alterations of buildings, the placing of second mortgages, the making of contracts or leases and/or other agreements affecting the rights on the properties concerned shall not be valid without the prior consent of the Bank. All taxes, repairs, and other expenses incurred in connection with the aforesaid building(s) shall be borne by me/us.

III Guarantors

14. Abandonment of the right to rebut: I/we, the guarantor (s), further undertake to guarantee jointly and severally that the borrower (s) shall act strictly according to the stipulations outlined above, and that in case of his/their default, I/we shall make good immediately to the Bank, according to the Bank's statement, any loss or losses that they may suffer, waiving the rights accorded to guarantors by the Chinese Civil Code, Articles 742 and

15. Subrogation by the Guarantor (s): I/we, the guarantor (s), having made good to the Bank according to their statement any loss or losses in accordance with Stipulation 13. shall subrogate the Bank as the creditor, and the Bank shall transfer the collateral securities to me/us without notifying the borrower (s). Any receipt or certificate issued to the Borrower(s) by the Bank for such securities shall become null and void automatically.
16. Change of Securities or Loan Limit: While with approval of the Bank, though without notifying me/us, the guarantor(s), the borrower(s) may change the whole or a part of the securities before the maturity of the loan and may increase the maximum amount of the Loan or pay back a part thereof I/we, the guarantor(s), shall still be responsible jointly and severally for the borrowers to the Bank to the full amount, and shall make no excuse whatsoever on account thereof.

IV Others

17. The Place of Execution: The execution of the stipulations of the above contract by the borrower(s) and the guarantor(s) should be in the Bank's Office.
18. Successors; The above obligations assumed by the borrower(s) as well as by guarantor(s) of this contract shall be equally binding on their respective heirs, successors, executors and administrators.

(五) 透支押據

借款人——今承 貴行允予透支特提交後開物品爲透支之擔保並願遵守下列條件

一 透支限額利率及期限

1 透支限額 透支款項總數以銀圓——圓爲限

2 透支利率 透支款項利息按——計算每——個月結算一次但 貴行得隨時通知借款人增高利率

3 透支期限 借款人最遲應於民國——年——月——日將透支本息全部理楚但 貴行得隨時知照借款人將

透支款項本息全部或一部收回或停止透支

二 押品

4 押品所有權 借款人及保證人切實聲明後開及將來交入之押品完全爲借款人所有他人並無任何權利如日

後發生糾葛而使 貴行受有損害時由借款人及保證人連帶負責

5 押品損壞或價格跌落 押品如有損壞或價格跌落時得聽 貴行之便減少透支限額或更換押品或增加押品

一經通知借款人即當照辦

6 押品之處分 借款人如不履行本押據所載條件時 貴行得將押品變賣借款人及保證人對於變賣方法賣價

高低以及變賣遲早決無異議但 貴行並無代賣押品之義務如未經變賣而時價跌落所有損失與 貴行無

涉

7 處分後價款之支配 押品變賣所得之金額即以抵還借款本息及變賣中所需費用如有不足仍由借款人及保

證人負責補繳如有餘款 貴行得移還或扣抵借款人所欠 貴行其他已到期及未到期款項

8 處分其他財物及款項 押品變賣所得金額不足清償欠款本息時 貴行得將借款人存在 貴行之其他財物 用第六條方法變賣抵償缺數如借款人尙有其他款項存在 貴行亦得由 貴行撥充欠數所有出給借款人 之各項摺據即行作廢

9 保險 押品由借款人按照時價向 貴行指定之保險公司投保火險以 貴行爲優先受益人 貴行認爲必要 時並得通知借款入加保兵險或其他各險但如遇保險賠償不足甚至不得賠償時借款人及保證人仍依約履 行清還借款本息之責決不藉口意外損失主張卸責

10 代保險 借款人對於前條之保險如不即時投保 貴行得代爲辦理一切費用仍由借款人負擔所有代付費用 借款人如不立時償還應按第二條規定之利率計息但 貴行並無代爲保險之義務

11 其他費用 因本借款所發生之其他一切費用概由借款人負擔

三 保證人

12 拋棄抗辯權 借款人如不履行本押據所載條件由保證人連帶負責如數賠償保證人決不以押品未經變賣或 對借款人所有財產未爲強制執行或其他任何口實延緩保證責任之履行保證人聲明自願拋棄民法第七百 四十二條第一項及第二項之抗辯及同法第七百四十五條之權利

13 押品或欠額之變動 貴行如准許借款人在借款未還清以前掉換全部或一部之押品或在透支限額內加押或

償還一部分之款項均不必通知保證人保證人仍負照數賠償借款本息之責決不因此而提出異議

14 轉期或延期 貴行如准許借款人在透支到期後轉期或延期償還者保證人照舊負責

四、其他事項

15 履行處所 借款人及保證人對於本押據各種條款之履行須在 貴行營業所爲之

16 繼承人 本押據所載借款人及保證人均包括其繼承人繼續人及法定代理人

銀行台照

中華民國——年——月——日 借款人

住址

保證人

住址

見證人

住址

(六)

OVERDRAFT CONTRACT

In consideration of the overdraft loan granted to me/us by.....Bank (hereinafter referred to as the Bank), I/we hereby deliver to you the properties, as listed herein as collateral security for the said overdraft. I/we further agree to abide by the following stipulations:

I. Amount, Interest and Time Limit

1. Amount: The amount of the overdraft is not to exceed dollars.....
2. Interest: The interest on the overdraft is to be accrued every.....month(s) at the rate of.....per centum per annum. The Bank may increase the rate at any time by notifying me/us.
3. Time Limit: I/we undertake to pay back the overdraft with interest accrued not later than.....The Bank may call back at any time the whole amount of the overdraft with interest accrued or a part thereof, and may also suspend or terminate such overdraft facility whenever the bank deems necessary.

II. Collateral Security

4. Ownership: I/we hereby declare that I/we have full right of ownership over the securities as listed herein and/or to be delivered to the Bank hereafter. In case there should arise any dispute over the ownership, resulting in any loss or losses on the part of the Bank, I/we as well as the guarantor (s), jointly engage to make good to the Bank immediately such loss or losses
5. Damage and depreciation of Securities: In case the securities should suffer any damage or depreciation in value, the Bank may immediately take steps to reduce the amount of overdraft, or to demand substitutional and/or additional securities. I/we shall engage to act accordingly without delay.
6. Disposal of Securities: In case I/we should fail to act according to the stipulations herein outlined, you may

dispose of the securities in whatever manner you may deem fit. I/we shall not raise any objection as to the method used, price obtained or time chosen for such disposal. However, you are under no obligation to make such disposal.

7. Appropriation of Proceeds: The proceeds from the disposal of the securities are to be applied first to defray all the costs, charges, and expenses in connection with such disposal and, then, to pay off the overdraft with interest accrued. In case the proceeds should be insufficient to cover the outlays as specified above, I/we, as well as the guarantor (s), engage to make good immediately such deficiency. In case there should be any surplus, the Bank may retain the same to meet my/our other obligations to them due or not due.
8. Disposal of other properties and Funds: In case I/we should fail to make good my/our obligations according to Stipulation 7, the Bank may dispose of my/our other properties and funds in their hands in the same manner as described in Stipulation 6; any receipt or certificate issued to me/us by the Bank for such properties and funds shall become null and void automatically.
9. Insurance: I/we shall have the collateral securities insured against fire to the full market value, with approved insurance company (ies) designated by the Bank with the Bank as the preferential beneficiary. Whenever necessary, the Bank may require me/us to insure against war and/or other risks. Should the insurance company fail to meet the claim in case of loss, I/we, as well as the guarantor(s), jointly engage to pay my/our indebtedness to the Bank to the full extent, and shall raise no excuse whatsoever on account thereof.
10. Insurance on my/our behalf: In case I/we do not effect the insurance in time, the Bank may do the same on my/our behalf. I/we engage to reimburse the Bank immediately for the premium advanced with interest accr-

ued at the rate as mentioned in Stipulation 2. However, the Bank are under no obligation to effect the insurance on my/our behalf.

11. Other Expenses: Other expenses incurred in connection with this overdraft will also be born by me/us.

III. Guarantors

12. Abandonment of the right to rebuf: I/we, the guarantor (s), further undertake to guarantee jointly and severally that the borrower (s) will act strictly according to the stipulations outlined above, and that in case of his/their default, I/we shall make good immediately to the Bank, according to the Bank's statement, any loss or losses that they may suffer, waiving the rights accorded to guarantors by the Chinese Civil Code, Articles 742 and 745.
13. Change of Securities or overdraft Limit: While with approval of the Bank, though without notifying me /us, the guarantor(s), the borrower(s) may change the whole or a part of the securities before the maturity of the loan and may increase the maximum amount of the overdraft or pay back a part thereof, I/we, the guarantor(s), shall still be responsible jointly and severally for the borrowers to the Bank to the full amount, and shall make no excuse whatsoever on account thereof.
14. Forwardness or Postponement: With approval of the Bank the borrower(s) may forward or postpone the date of maturity of the overdraft loan; I/we, the Guarantor (s), shall still be responsible jointly and severally for the borrower to the bank to the full amount.

IV. Others

15. The Place of Execution: The execution of the stipulations of the above contract by the borrower(s) and the guarantor (s) should be in the Bank's Office.
16. Successors: The above obligations assumed by the borrower(s) as well as by guarantor(s) of this contract shall be equally binding on their respective heirs, successors, executors and administrators.

(七) 信用透支借據

借款人——今承貴行允予透支願遵守下列條件

一 透支限額利率及期限

1. 透支限額 透支款項總數以銀圓——圓為限
2. 透支利率 透支款項利息按——計算每一個月結算一次但 貴行得隨時通知借款人增高利率
3. 透支期限 借款人最遲應於民國——年——月——日將透支本息全部理楚但 貴行得隨時知照借款人將
透支款項本息全部或一部收回或停止透支

二、保證人

4. 退保 在透支本息未還清以前承還保證人決不自行退保但依 貴行之便通知更換保證人時透支人即當照
辦

5. 拋棄抗辯權 借款人如不履行本押據所載條件由保證人共同或連帶負責如數賠償保證人決不以借款人所
有財產未為強制執行或其他任何口實延緩保證責任之履行保證人聲明自願拋棄民法第七百四十二條第
一項及第二項之抗辯及同法第七百四十五條之權利

6. 轉期或延期 貴行如准許借款人在透支到期後轉期或延期償還者保證人照舊共同或連帶負責
- ### 三、其他事項

7. 履行處所 借款人及保證人對於本借據各種條款之履行須在 貴行營業所為之

8. 繼承人 本借據所載借款人及保證人均包括其繼承人繼續人及法定代理人

銀行台照

中華民國 年 月 日

借款人

住址

保證人

住址

見證人

住址

(八)

CREDIT OVERDRAFT CONTRACT

In consideration of the overdraft granted to me/us by..
.....Bank (hereinafter referred to as the Bank),
I/we hereby agree to abide by the following stipulations:

1. Amount, Interest and Time Limit.

1. Amount: The amount of overdraft is not to exceed dollars.....
2. Interest: The interest on the overdraft is to be accrued everymonth(s) at the rate of.....per centum per annum. The bank may increase the rate at any time by notifying me/us.
3. Time Limit: I/we undertake to pay back the overdraft with interest accrued not later than... .. The Bank may call back at any time the whole amount of the overdraft with interest accrued or a part thereof, and may also suspend or terminate such overdraft facility whenever the bank deems necessary.

2. Guarantors

4. Withdrawal of guaranty: I/we, the guarantor(s) agree not to withdraw from guaranty before there overdraft has been paid with interest accrued. The borrower (s) shall immediately change his/their guarantor(s) upon notice from the Bank
5. Abandonment of the right to reuff: I/we, the guarantor (s), further undertake to guarantee jointly and severally that the borrower (s), will act strictly according to the stipulations outlined above and that in case of his/their default, I/we shall make good immediately to the bank according to the bank's statement, any loss or losses that they may suffer, waiving the right accorded to guarantors by the Chinese Civil code, articles 742 and 745.
6. Forwardness or Postponement: with approval of the Bank the borrower(s) may forward or postpone the date of

maturity of the overdraft loan; I/we, the guarantor (s), shall still be responsible jointly and severally for the borrowers to the bank to the full amount.

3 Others

7. The place of Execution: The execution of the stipulations of the above contract by the borrower (s) and the guarantor(s) should be in the Bank's office.
8. Successors: The above obligations assumed by the borrower(s) as well as by guarantor(s) of this contract shall be equally binding on their respective heirs, successors, executors and administrators.

(九) 進口押匯借據

借款人——今請求 貴行電咨——貴分行購買押匯匯票其辦法如下

金額以——為度包含貨價百分之——水脚保險費及佣金

發票人——

付票人——

見票後——日付款

押匯貨品——由——運到

運貨單據全份計提單或郵包收據發票保險單(包含——各險)及領事簽證——等件

最遲於——年——月——日將上述押匯匯票及運貨單據全份交入分行代理行

得隨時取消

此項押匯匯票購買之委託在限期以前不得隨時取消

請貴代理行保證付款

上述押匯匯票對於發票人無追索權

請通知 貴代理行之其他事項

不必通知 貴代理行之其他事項

茲承貴行准許開立上述押匯匯票借款人願遵守下列條件

1. 借款人接到上述押匯匯票當即無條件承兌並向 貴行結定匯價按期用銀圓付還連同手續費百分之——併付清利息按——釐計算(上述計息日期係以電匯付款而言如以匯票付匯須加計郵程日數)
2. 押匯貨品抵埠後借款人向 貴行同意之保險公司保足火險將保險單交存 貴行必要時 貴行得代為保險或增保其他各險費用由借款人負擔但 貴行並無代為保險之義務
3. 發票人或發貨人 貴行可認為借款人之代理人 貴行及代理行對於發票人等所交入運貨單據之真偽及所載貨品之種類品質數量等不負認定之責押匯匯票已經購買後如發見單據及貨品內有假造錯誤或內容不符及虛偽等情借款人自行負責對於匯票仍當照常承兌及付款
4. 貨品抵埠後借款人應立即報關完稅但 貴行得自行將貨品報關其關稅及一切費用借款人接到 貴行通知後立即照付

5. 押匯貨品由 貴行指定倉庫用 貴行名義堆存作為上述押匯匯票之押品，借款人經 貴行同意得分批付款。出貨如用票據付款須經 貴行認可，借款人仍負保付之責。
6. 如遇押品市價跌落經 貴行通知，借款人當即繳存現金或其他押品作為增加擔保。
7. 借款人對於押品委託 貴行為全權代理人，倘借款人不履行上述第一條或第六條之條件時，貴行得將押品變賣，借款人對於變賣方法、賣價高低以及變賣遲早均無異議。如變賣所得不足抵付欠款本息及費用時，仍由借款人補繳之。
8. 貴行認為必要時得在處分押品之前先行扣留借款人存在 貴行之其他財物作為押匯匯票增加押品並得用第七條方法處分之，以所得款項償付押匯匯票本息及費用。如有不足，仍由借款人補繳之。
9. 貴行認為必要時得隨時將借款人所欠外幣按市結價，否則應由借款人存繳相當保證金。
10. 如押匯匯票業已付清而借款人另有其他契約或債務尚未結束時，貴行亦得將押匯項下之貨物或款項移作該契約或債務之担保品。

銀行

中華民國 年 月 日 借款人

住址

(+)

APPLICATION FOR AUTHORITY TO PURCHASE

To.....Bank, Date.....
Snaanghai.

Sirs:

Please instruct your correspondents at.....by
mail/wire to purchase for My/our account the following draft/s:

Drawn by.....
(full address of drawer required)

Upon.....

At usance of.....days/months after sight,

To the extent of.....

Covering.....% of the invoice value of the shipment, including insurance, freight and commission,

For shipment of.....
form.....to.....

Accompanied by shipping documents consisting of full set of Bills of Lading or Parcel Post receipts, Consular Invoice, Commercial Invoice and Insurance Policy or Certificate covering all risks including risk of.....This Authority to Purchase shall remain in force until.....and is:

Revocable,

Irrevocable,

to be confirmed by your correspondents.

Drafts are with/without recourse against drawer,

Special instructions to be communicated to your correspondents

Particulars for your information only.

In consideration of your granting me/us the above A/P, I/we hereby agree:

(1) To accept upon presentation all drafts drawn hereunder and pay the same on or before maturity unconditionally, at your selling rate, with.....% commission and.....% p a. interest from date of draft to the approximate date of arrival of the cover in.....

(2) To hold you harmless and free from responsibility in any way for description, quality and quantity of the goods shipped hereunder or for the correctness or authenticity of the documents presented by the beneficiaries who are to be considered as our agents. If there be any difference, incorrectness, default, forgery or fraudulence found

after your purchase of the relative draft/s, with regard to the documents or the description, quality or quantity of the goods, I/we shall be responsible for the same and engage to accept and pay the draft/s as usual

(3) To effect insurance of the goods shipped hereunder with any insurance company approved by you with your good selves as the beneficiaries upon the arrival of the goods or at the expiration of the marine insurance policy; and file with you such policy as soon as it is issued. If you deem it necessary, you may insure the goods or effect additional insurance for any risk at my/our expense. It is, however, understood that you are under no obligation to do so.

(4) To engage to make good to you for any loss or damage which may occur during the transit of the goods or after its arrival, and, also any loss which you may suffer as the result of non-insurance, insurance, insufficient insurance or the failure of the insurance company to meet claims.

(5) To have the goods pass through the customs and pay duty thereof immediately on its arrival. If you deem it necessary, you may effect the same for my/our account, and I/we engage to pay you immediately such expenses with interest on demand.

(6) To have the goods stored in your name in any godown approved by you as collateral security for the due payment of the relative draft/s. Delivery shall be made to me/us in whole, or in part, with your approval, against payment in cash or in approved orders or checks with my/our guarantee.

(7) To furnish you on demand cash and/or securities as additional collateral, should there be any depreciation of the market value of the goods.

(8) To appoint you as my/our agent with full power. Should I/we fail to act according to the stipulations herein outlined. You are hereby authorized to dispose of the goods at any time by public or private sale at any price obtainable by you, and to apply the net proceeds (after deducting whatever expenses and charges you may have incurred) toward payment of the relative drafts without prejudice to your recourse against me/us for the deficit.

(9) To authorize you in case of my/our default to act in accordance with the stipulations herein outlined, to hold, without notifying me/us, my/our other property, including securities and any credit

balance(s) on my/our account(s) which may now or hereafter be in your possession, or otherwise subject to your control as additional collateral security for the payment of the relative drafts You may dispose of the above and apply the proceeds, in the same manner as described in Stipulation No. 8. Any receipt or certificate issued to me/us by you for the aforesaid property shall become null and void automatically.

(10) To authorize you to settle exchange for my/our account for draft/s drawn hereunder, should I/we fail to furnish you upon demand with sufficient margin to meet exchange's fluctuations.

(11) To authorize you to withhold the balance of goods or funds in my/our favor, after the full payment of drafts drawn hereunder, until the fulfillment of my/our other outstanding obligation with you, due or not due.

花 印

票 本

(十一) 本 票

發票後 憑票付與

銀行

國幣 圓

右款利息按 計算

右述本息在 付款

中華民國 年 月 日 發票人

住 址

今願連帶負責保證上述本息款項之到期照付

保 證 人

住 址

(二十)

Stamp
Duty

PROMISSORY NOTE ()

Shanghai,.....193

\$.....

.....after date, for value received,.....

Promise to pay to A.B. Bank. or order, at their Office here,

Dollars.....with interest form the date of issue to the date of

payment at the rate of.....

The undersigned jointly and severally guarantee the punctual

payment of this Promissory Note.

.....

中華民國二十四年二月初版

版權所有
不准翻印

編印者

銀行學會
上海香港路五十九號

定價
每册大洋一角

