

## APPLICATION FOR TELEGRAPHIC TRANSFER/ISSUE OF DEMAND DRAFT 电汇/即期汇票申请书

**Industrial and Commercial Bank of China (Thai) Public Company Limited** 

11,12 and 13/F Emporium Tower 622 Sukhumvit Road Bangkok 10110, Thailand Tel. (662) 663-9606-16

Fax (662) 663-9766

Applicant's Instructions (F	Please write in block	letters) 申请内容	(请用英文大写填写)	
Name of Applicant 申请人姓名				
Address of Applicant				
申请人地址				
Contact Tel. No., Home 联系电话: 住宅	Offi 办2		Mobile Phone 手机	
Please provide the following service(s	<b>;):-</b> (请勾填下列信息)			
Issuance of Draft		Item(s)		
签发汇票 Payable to 支付给				
Telegraphic Transfer 电汇				
Name of Beneficiary 收款人姓名				
Address 收款人地址				
Beneficiary's Bank 收款银行名称				
Branch/Address 收款银行地址				
Account No. 收款人银行账号				
Foreign Bank Charges fo 国外银行的费用支付	r Beneficiary's / 由收款人支付		cant's Account i人支付	
Value Date / Currency / Amount in Fi 起息日 币种 小写金额	gures			
Amount in Words 大写金额				
Forward Contract No. (if Applicable) 远期合同号(如果有的话)				
For the Purpose 用途				
Payment Method (for remi	itted amount and se	rvice charges) 付	款方式(包括汇款和转账的收费)	
Debit from Applicant's Account 以申请人账户扣	No.			
Cheque Payment, Cheque No. 支票支付 支票号			Bank 银行	
Cash Payment, Applicant's ID / 现金支付 申请人身份证号				
Others (please specify)				



## Terms & Conditions attached to the Application for Telegraphic Transfer/Issue of Demand Draft

条款

In requesting the BANK to make the telegraphic transfer and/or issue of draft. the Applicant, hereby agree to the following terms and conditions:

本人同意在向银行申请汇款或汇票时,遵守下列条款:

1. The BANK will provide the telegraphic transfer, either literally or in cipher entirely at the Applicant's risk. Neither the BANK nor any of its correspondents or agents (hereinafter referred to as "correspondents or agents") shall be liable for any loss or damage incurred to the Applicant, the Beneficiary or any person due to any error, delay or default of any kind in transmissions, any delay, error, omission, suspense or prohibition caused by the clearing system of the country in which the payment is to be made, any error in identifying the Beneficiary, any default, wilful misconduct or negligence of the Beneficiary's bank in collecting the remittance, or due to the BANK's or the correspondents' or agents' computer, electrical system or communication system malfunctions, or from refusal or inability of the correspondents or agents to effect payment by reason of any law, rule, regulation or decree of any government, or from any misinterpretation of the contents or resulting from any other cause whatsoever.

银行有权决定用明码或暗码发送报文,对信息传输中的延误、错误、遗漏,或清算系统导致的延误、错误、遗漏、暂停、止付,或收款人身份鉴别的误解,或由收款银行产生的任何违约、疏忽或过失的行为,或银行及其代理行的电子系统、信息系统的故障,根据相关国家的法律、法规不得支付或无法支付,由于内容不清等其他因素造成的误解,本行不对客户的损失和由此引起的其他直接或间接的损失负责。

2. In the absence of specific instruction, the telegraphic transfer will be effected in the currency of the country in which payment is to be made or in any currency as the BANK deems appropriate.

没有特别说明,汇款将使用收款人所在国的能支付的货币。

3. All charges/commissions outside Thailand are for the Beneficiary's account unless specified. If so specified for the Applicant's account, such charges/commission shall be in accordance with the BANK's prevailing charge tariff schedule.

没有特别说明,泰国以外的费用由收款人支付,如果有申请人支付,则按照银行现行的费率表收费。

4. The Bank may use, without any liability whatsoever for any act or omission under this Application, any of its branches or the correspondents or agents to effect the remittances.

银行有权根据操作上的要求,自行选择汇款渠道,不必按照申请人的指定的渠道。

5. Where the BANK is unable to provide a firm exchange rate quotation, the BANK shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Applicant's account and subject to Clause 10 below, any shortfall or overpayment shall be for the BANK's account if the Applicant has no account with the BANK.

在银行不能提供固定汇率时,可以暂时使用临时汇率,待实际汇率确定后,再进行调整,并按价差多退少补。如果客户在银行没有账户,其差价,不论多少,按照下文第10条规定收取的费用,归银行所有或承担。

6. Fund remittance and payment of the transferred funds under this Application shall be subject to the laws regarding the foreign exchange control, including the relevant laws, rules and regulations and market practices of the relevant country. The Applicant agrees to comply with these terms and conditions and other terms and conditions specified by the BANK, including all relevant customs or practices in all respects. The BANK and the correspondents or agents shall not be liable for any loss or delay arising from or caused by any such rules, regulations or market practices.

汇款的兑现要遵照兑现所在国的法律、法规的兑换规定,本行及往来银行或代理对由此引起的损失或延误不负责任。

7. The BANK will use reasonable endeavours to process applications received by the BANK on or before 3.30 p.m. (or such other time as may be notified by the receiving banks) on the same day. Any application received by the BANK after such cut-off time will be processed on the BANK's next working day.

本行在下午3:30分前(或收款方所规定的时间)收到的申请,将尽量在当天处理,在之后时间收到的申请,将在第二天处理。

8. Application for the same day value is subject to cut-off time related to the geographical location of the destination.

申请当日付款者,须受有关该目的地地理位置截止时间之限制。

9. Any request for amendment or cancellation has to be made by the Applicant in person upon production of proper identity documents. The refund can only be made by the BANK upon receipt of the correspondents' or agents' effective confirmation of the cancellation and the BANK will reimburse to the applicant at the prevailing buying exchange rate for the relevant currency as the BANK deems appropriate after the deducting all costs, interest expenses and charges which may have been incurred by the BANK and/or the correspondents or agents.

申请人要求退款,银行则扣除所有费用和开支后的金额按现时的买入价进行兑付。

10. The Applicant and/or the Beneficiary (as the case may be) shall pay all local and/or overseas commissions, fees, charges and expenses related to the transfer of money at the rate and in the amount specified by the BANK and/or the correspondents or agents. The BANK and the correspondents or agents reserve the right to revise, amend and/or adjust such commissions, fees, charges and/or expenses from time to time without prior notice to the Applicant.

银行将按收费表收取所有的转账费用和其他相关费用,包括已发生或未发生的往来银行或代理的费用。

11. The BANK reserves the right to add, alter, vary and/or modify any term, condition, service charge, fee, expense and/or charge from time to time without prior notice to the Applicant.

银行有权无需事先通知而可以随时调整汇款的收费标准。

12. If the BANK is unable to effect the fund remittance as instructed by the Applicant by reason of insufficient fund caused by the Applicant, the BANK's fee will be charged to the Applicant. If any fund remittance may render the BANK violate any law, regulation, notification or order, the BANK reserves its right to refuse to accept such application.

银行在接受客户委托后,由于客户资金不足,造成无法汇款,将向客户收取罚金。对于不符合相关国法律、法规的汇款,是无效汇款,本行对此类汇款引起申请人或第三人的资金损失不负责任。

13. In the event of inconsistency between English and Chinese versions of these terms and conditions, the English version shall prevail. 若中英文版之条款含义有差异时,以英文版说明为准。