

預付款還款保證擔保信用狀格式

SPECIMEN OF REFUND BOND FORM

Irrevocable Standby Letter of Credit (see notes 1)	Credit number
Place and date of issue	Date and place of expiry (see notes 2)
Applicant	Beneficiary
Advising bank	Amount (see notes 3) plus interest mentioned herein

Gentlemen:

We hereby issue this Irrevocable standby Letter of Credit in your favor as refund bond for Contract No. _____ between yourselves and the Contractor (name of the successful bidder) under your Invitation No. _____ for the project of _____ (subject).

Whereas you have agreed to effect a down payment or advance payment in the total sum of _____ to (name of the Contractor or the Contractor's designated firm) as provided in payment terms of the said contract, and whereas the Contractor has agreed that, in the event of default of contract on the part of the Contractor or for whatsoever reason including FORCE MAJEURE that makes the Contractor unable to perform the contract, the sum which may have been paid by you shall be refunded to you with the interest thereon at the rate of _____% per annum from the date the down payment or advance payment is paid to the Contractor or the Contractor's designated firm to the date the issuing bank of this credit honors the claimed amount.

We engage ourselves to you or the negotiating bank the claimed amount immediately without recourse upon receipt of your written statement certifying that (name of Contractor) has failed to fulfil the contractual obligations.

Special Instructions:

1. All charges including confirmation charge, if any, are for the applicant's account.
2. Partial drawings are allowed.
3. This Letter of Credit is available with any bank in Taiwan by negotiation.

This credit shall be released without interest pursuant to the requirements of the Contract.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (____ Revision, International Chamber of Commerce, Paris, France, Publication No. ____)

Authorized Signature

Notes:

1. The standby letter of credit shall be issued or confirmed by a bank registered in the Republic of China on Taiwan.
2. The place of expiry shall be indicated as "at the negotiating bank in Taiwan."
3. The currency must be the same as that of down payment or advance payment.