

General Business Conditions /
《通用业务条款》

(Version as of July 2018)

Branch _____

Customer Number _____

Customer _____

Group Number _____

Party ID _____

- Application for opening, modification and/or closure of accounts with the Bank shall be subject to satisfactory verification at the sole discretion of the Bank of original and/or certified true copy of applications and documents in usual form of the Bank duly completed, executed and submitted to the Bank in person by Customer's legal representative and/or authorised representative duly delegated by the Customer (each an "Eligible Representative") at the counter of the Bank. Each Eligible Representative shall present in person at the Bank for verification of identity and is not permitted to entrust any other person to act on its behalf. The Bank reserves the right to reject any application for opening, modification and/or closure of accounts for reasons of any inadequate provision of documents or violation of procedures regarding such opening, modification and/or closure of accounts at its sole discretion.
 - Specimen signatures of the Customer shall be made by the Customer with witness and verification by staff of the Bank. Any change to such specimen signatures requested by the Customer shall be signed and officially chopped by the Customer subject to verification of the Bank.
 - The Bank shall have the right to restrict access to and maintain confidential and locked any documents with regard to opening, modification and/or closure of accounts, including without limitation, specimen signatures (the "Account Documents") from any other person (including the Customers and its Eligible Representative) except where such Account Documents are subject to disclosure by relevant laws and regulations or any change of information is reasonably requested by the Customer upon submission of documents duly completed, executed by the Customer and verification of the Bank. Upon occurrence of any such disclosure or change of information, verification of entire Account Documents may be required by the Bank.
 - The Customer shall lodge with the Bank information of, including without limitation, name, identification number, photo, address, telephone number and fax number of its at least two designated persons (the "Contact Persons") for confirmation and verification from time to time of genuineness of any orders regarding account operations and suspicious or large sum bank transfer at its sole discretion. The Bank may elect to verify and confirm (including without limitation) genuineness of such orders, corporate information of the Customer and due appointment of Eligible Representative by a return call to the Contact Persons or on-site visit to the Customers before execution of any such orders. Any change of Contact Persons shall be immediately notified to the Bank in writing signed and officially chopped by the Customer subject to verification of the Bank. The Bank shall have the right to taperecord all the phone calls and conversations in relation to such confirmation and verification and take any actions accordingly at its sole discretion. The Customer acknowledges that these recordings are to be retained by the Bank and constitute conclusive evidence for such actions. The Bank shall be immuned from any delay, insufficient payment, non-payment caused by or in connection with such confirmation and verification and the Customer shall keep the Bank indemnified against any losses and damages incurred thereby.
 - The Customer shall, on a daily basis and upon request of the Bank, sign and present to the Bank written confirmation regarding any transactions conducted through the accounts with the Bank.
- 客户向银行申请开户、变更账户和/或关闭账户,应由其法定代表人和/或经客户依法授权的授权代表人(单独称为“有权人”)本人至装有视频监控录像系统的特定银行柜台现场办理账户相关业务,有权人本人应当适当完成、有效签署并向银行正式递交采用银行常用格式的申请材料 and 文件的正本原件及/或经认证的复印件,银行有权按照自身独立判断审核该等申请材料和文件。有权人应亲自到银行接受其身份核查,严禁委托他人代为办理。若客户申请开户、变更账户和/或关闭账户时所提供的有关文件不充分或者违反相关程序的,银行有权根据其独立判断,拒绝该等开户申请、变更账户申请和/或关闭账户申请。
 - 客户应在银行工作人员在场的情况下当面预留印鉴,并经银行工作人员见证、核对。若客户要求变更该预留印鉴的则应由客户签字、加盖公章并经银行核实。
 - 银行有权将任何有关开户、账户变更和/或账户关闭的文件(包括但不限于预留印鉴卡(统称为“账户文件”))置于专柜中上锁保管、严格保密并严格限制任何其他人员(包括客户及有权人)调用、查看该等文件,但根据有关法律和法规的要求作出的披露或者应客户合理要求作出的任何信息变更(客户应提交适当完成和正式签署的文件并经银行审核)除外。一旦发生任何前述披露或信息变更,银行有权重新审核所有账户文件。
 - 客户应向银行留存两名其指定预留联系人(合称为“预留联系人”)的信息,包括但不限于姓名、身份证号码、照片、通讯地址、电话号码及传真号码,以便银行根据其独立判断不时地确认和核查任何有关账户操作指令和可疑或大额银行转账指令的真实性。银行在执行任何前述指令前,可以选择通过电话回访预留联系人或者上门访问客户的方式,确认和核查(包括但不限于)该等指令、客户公司信息以及有权人合法委托的真实性。若预留联系人发生任何变更,客户应立即以书面形式通知银行,并由客户签字、加盖公章并经银行核实。银行有权记录并保存前述确认和核查时的电话录音和交谈内容以作为银行根据其独立判断采取任何相应行动的依据。该等记录构成银行采取相应行动的最终证据,客户对此表示认可。因银行的前述确认和核查而导致任何延迟、付款不足或拒付的,银行不承担任何责任,且客户应赔偿银行因此遭受的全部损失和损害。
 - 客户应根据银行的要求,于当天向银行签署并提交有关通过银行账户进行的所有交易的书面回执确认。

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6. The Bank may, as it considers necessary, conduct independent company search with registration authorities such as State Administration of Industry and Commerce or its relevant local branch or any other competent authorities for verification of corporate and other information of the Customer at the fees and expense of the Customer.
7. Any documents in relation to accounts, including without limitation, account receipt, specimen signatures, passcode for payment and online banking and other documents shall be handed directly to the Eligible Representative at the counter of the Bank. Each Eligible Representative shall present in person at the Bank for verification of identity and is not permitted to entrust any other person to act on its behalf.

For Shanghai: The counter of the Bank has to be equipped with video surveillance and recording systems specifically designated for account-related business.
8. The Bank may, at any time, without notice, combine or consolidate all or any of the accounts of the Customer (of whatever nature and whether subject to notice or not), and to apply the credit balance on any such account in or towards satisfaction of any liabilities of the Customer to the Bank on any other account or in any other respect, and, where such combination, consolidation or application requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as conclusively determined by the Bank) prevailing in the relevant foreign exchange market at the relevant time.
9. If the account in question is held jointly by more than one person (each a "Joint-holder"), then the Bank's rights above in Rule 8 to apply the credit balance on the account against the liabilities of the Customer may be applied against the liabilities of each of the Joint-holders to the Bank on any of their other respective or joint accounts or in any other respect in the same way as set out in Rule 8 above. The expression "Customer" for the purpose of these Rules and Regulations shall where the context permits, include each of the Joint-holders unless otherwise stated.
10. The liabilities of the Customer in Rules 8 and 9 include without limitation its liabilities whether actual, contingent, present, future, deferred, primary, collateral, several, joint or otherwise. The Customer agrees that the Bank shall be entitled to withhold payment of any moneys or liabilities it owes to the Customer when demanded or upon its becoming due if and to the extent that the total liabilities of the sole Customer or of the Joint-holders are equal to or exceed the Bank's liabilities to the sole Customer or Jointholders respectively at such time.
11. Statements of accounts will be mailed regularly unless otherwise specified to the Customer's last known address to the Bank. The Customer is entitled to apply for a duplicate statement if and when its original failed to arrive within a week of the time when it would normally be expected to arrive. The Bank shall not be obliged to send a statement of accounts bearing no entries.
6. 银行有权在其认为必要时，向公司登记机关（如国家工商总局或其各地有关分支机构或者任何其他有权机关）进行独立的公司档案调查，以核查客户的公司信息和其他信息，由此产生的费用和开支由客户承担。
7. 任何账户相关的文件，包括但不限于回单、印鉴卡、支付密码和网上银行密钥以及其他文件均应在装有视频监控录像系统的办理账户相关业务的特定银行柜台直接交给有权人，并由其签字确认。有权人应亲自到银行接受身份核查，严禁委托他人代领。
8. 银行有权随时在不通知客户的情况下直接合并或联合客户的任何账户（不论账户的性质或是否需经通知），并利用该等账户的贷方余额抵销客户在其他账户或其他方面对银行的所有债务，并且，如该等合并、联合或抵销需要将一种货币兑换为另一种货币，此等兑换应根据相应时间相关外汇市场的普遍汇率（由银行最终确定）计算。
9. 如果账户由多人联名持有（均称为“联名持有人”），则银行在上述第8条的利用账户贷方余额抵销客户债务的权利也同样适用于抵销任一联名持有人在其他方面或其他联名账户对银行的债务或者与上述第8条规定情形相同的债务。为本《通用业务条款》之目的，在与上下文相一致的情况下，“客户”应包括各联名持有人，但另有规定的除外。
10. 第8条和第9条规定的客户的债务包括客户对银行的所有债务，包括但不限于实际存在的、或有的、现有的、将来的、延迟的、主要的、从属的、单独的、连带的或任何其他情形的债务。客户在此同意，若单个客户或联名持有人共同对银行负有的全部债务分别不低于银行对单个客户或联名持有人的债务，则在客户要求银行支付任何款项或债务或者该等款项或债务到期时，银行有权拒付。
11. 银行将根据客户最近一次提供的地址定期向客户寄送对账单，但客户另行指定的除外。若对账单正本在正常送达时间后一周仍未送达的，客户有权申请银行寄送对账单副本。银行不寄送空白对账单。

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12. The Customer shall notify the Bank at once any error found in the statements of accounts sent to the Customer by the Bank. If no notification as aforesaid or objection to the statement is received by the Bank within 10 days of the statement being sent, the Customer shall be conclusively presumed to have confirmed that the statement is accurate, and such statement shall thereafter be binding and conclusive evidence (as against the Customer only) that all debit items in the statement have been properly made by the Bank and the Customer shall not thereafter challenge the validity of any such items for want of authority or other reasons whatsoever.
12. 若客户发现银行寄送的对账单存在任何误差，客户应立即通知银行。若银行发出对账单十日内未收到前述通知或疑义的，应视为客户已确认对账单内容准确，并且该等对账单应构成（仅针对客户）有约束力的最终证据，证明对账单全部借记项目已由银行适当记载，客户不得再以任何理由对该等记载的有效性提出疑义。
13. The Bank is entitled to close any Customer's account at any time by giving written notice and tendering by cheque or order or cash the balance standing to the credit (if any) of the Customer and the Bank shall not be bound to disclose any reason thereof. The Bank shall also be entitled in the event of such closure to charge the Customer such fees as the Bank seems fit.

Please note that the price is tax exclusive. Fees and charges are subject to relevant taxes (including but not limited to VAT, surtax and other tax due to the execution or performance of the Agreement). These taxes/surcharges at the actual rates prevailing at the time of billing will be included in your invoice which you agree to settle in full.
13. 银行书面通知客户并将账户余额（如有）以支票、付款指令或现金形式偿还给客户后，有权随时关闭客户的任何账户且无需说明理由。另外，银行有权就该等账户的关闭向客户收取银行认为合理的费用。

请注意该价格并不包含税款。各项费用外均须额外计收相关税款（包括但不限于增值税、附加税及其他因执行或履行协议而产生的税负）。这些税负/附加税将按照账单日的实际税率，合并入贵方的发票金额之中，贵方同意全额支付该发票金额。
14. Cheques are to be drawn on the cheque forms personalised or blank provided by the Bank. Cheques drawn on an account payable to cash or bearer may, at the discretion of the Bank, be paid at its counter or otherwise honoured upon its presentation. The bearer should present cheque for payment within [10] days of its date of issue. The Bank has the right to refuse payment if the cheque is overdue or the account has insufficient funds to cover the cheque. Cheques drawn to the order of a third party may be accepted for deposit at the discretion of the Bank without prejudice to its rights to claim from the Customer any loss arising from such acceptance.
14. 客户应根据银行提供的个人支票或空白支票格式签发支票。账户项下开出的应付现金或应付给持票人的支票，银行有权依其独立判断在柜台支付或者见票即付。持票人应当在开票日起[10]日内提示付款。在支票已过期或者账户资金不足以支付该支票的情况下，银行有权拒绝付款。银行有权依其独立判断承兑根据第三方指示付款的支票，且前述条款不影响银行就该等承兑引起的任何损失向客户索偿的权利。
15. The Customer agrees that the Bank is not under any obligation to make any inquiry as to the legitimacy of the payment of the cheque or the motives or identity of the payee thereunder. Further the Bank shall not be liable for any losses incurred by the Customer arising from their payment of such cheque (other than in case of the Bank's fraudulence or gross negligence) and any cheque presented to the Bank which bears the apparent signature of the Customer shall be deemed, for the purpose of the Bank's knowledge, to be a cheque actually drawn by the Customer.
15. 客户同意，银行没有义务就支票下付款的合法性、收款人的动机或身份做出任何询问。同时，银行兑付该等支票而给客户造成的任何损失的，银行不承担责任，但银行存在欺诈或重大过失的除外；对于任何向银行提示付款的支票，银行根据其掌握的信息对该支票上的客户签名进行表面审查后认为系由客户签发的，银行有权付款且对此给客户造成的任何损失不承担责任。
16. Application for cheque books must be signed in conformity with the specimen signature and/or chop as last lodged on the Bank's files on a Cheque Book Order Form supplied by the Bank. Any discrepancy relating to the missing or mis-printing of cheques should immediately be reported to the Bank.
16. 客户申请支票簿时应签字和/或盖章，签字和/或盖章应与客户最近一次在银行提供的支票簿申请表中留存的预留印鉴保持一致。若客户发现支票遗失或存在印刷错误，应立即通知银行。
17. Cheques will only be honoured if the Customer signs in conformity with the same signature as the specimen lodged at the Bank. In the event of changing signature, such change of signature must be notified in writing immediately to the Bank.
17. 客户在支票上的签字应与其在银行留存的预留印鉴保持一致，否则银行将拒绝付款。签字若发生变更，客户应立即将变更情况书面通知银行。

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| <p>18. Cheques drawn to the order of third parties and endorsed in the customer's favour will be accepted for the credit of the Customer only at the discretion of the Bank. The Bank shall have absolute discretion not to accept for the credit of the Customer multiple endorsements on order cheques.</p> | <p>18. 银行将根据其独立判断兑付“根据第三方指示”且由客户背书转让的支票。银行有权单方面拒付经多次背书转让的客户记名支票。</p> |
| <p>19. Instructions to stop payment of cheques drawn on Customer's account should be in writing with full particulars, such as cheque number, amount, payee, date of issue and such instructions shall not be effective for more than six months from the date of its receipt. The Bank shall in no way be liable for errors, inadvertence or oversight in payment of countermanded cheques, or nonpayment, or return of the cheque on presentation, or payment of money by reason of late notification.</p> | <p>19. 客户作为付款人的支票的止付指令应以书面形式发出并详细记载诸如 支票编号、金额、收款人、签发日期，并且该等指令的有效期自银行收到之日起不得超过六个月。银行对因延迟通知而导致银行在处理止付支票的支付、拒付、退票或付款过程中引起的过错、疏忽或遗漏不承担任何责任。</p> |
| <p>20. The Customer shall be responsible to ensure that under all circumstances no forged cheques of the Customer are presented to the Bank for payment. Accordingly the Bank shall not be in any way liable to the Customer for debiting its account in order to make payments on cheques of the Customer which are presented to the Bank notwithstanding that the signatures on the cheque or otherwise are forged provided such forgery may not be discovered by exercising due diligence on the part of the Bank. The Customer further undertakes to indemnify and hold the Bank fully indemnified for all costs, losses and damages that the Bank may suffer as a result of being presented with a cheque or cheques of the Customer which are forgeries, and in which forgeries cannot be discovered by exercising due diligence on the part of the Bank.</p> | <p>20. 客户应确保不会出现经伪造的客户支票提示付款的情况。若银行根据内部操作规范合理审查后仍无法识别支票的签名或其他事项系伪造而付款并借记客户账户的，银行对该等付款行为不承担任何责任。客户进一步承诺：若银行根据内部操作规范合理审查后仍无法识别支票的签名或其他事项系伪造而接受该等的支票提示付款的，客户应全额赔偿银行因此而产生的任何成本、损失和毁损。</p> |
| <p>21. The Bank reserves the right to return cheques that have been altered in any way, unless such alteration on cheques bears the usual full signature(s) of the drawer(s) as the Bank cannot accept responsibility for identification of initials.</p> | <p>21. 若支票被以任何形式修改，银行保留退票的权利，除非支票修改处经出票人完整签署且银行可清晰辨认，但若出票人仅以小签的形式签署，则银行不承担辨认此等小签的责任。</p> |
| <p>22. Upon the closing of an account either by the Bank or by the Customer, all unused cheque forms previously issued to the Customer should forthwith be returned to the Bank.</p> | <p>22. 若银行或客户关闭账户，客户应立即将尚未使用的支票返还给银行。</p> |
| <p>23. Bills of exchange, drafts, cheques and other items paid in for the credit of the Customer, whether drawn on the Bank or sent for collection shall not be eligible for drawing against except by special arrangement until the proceeds thereof shall have been received by the Bank. The Bank's obligation is limited to paying the face value of such bills of exchange, drafts and cheques. If the amount of an uncleared item is credited to a Customer's account such crediting shall be conditional only and the Bank shall be entitled to debit the account with the amount in question in the event that the item is subsequently dishonoured. All instruments received for collection shall be credited for value on the following business day. The Bank reserves the right not to accept any items for collection.</p> | <p>23. 任何以银行为付款人或通过银行托收的汇票、支票或其他贷记方式付款的票据仅在银行收妥相关款项后方可提款，但另有特别约定的除外。银行的责任仅限于支付该等汇票和支票的票面金额。若银行在收妥相关款项前垫付前述提款的，该笔垫款是可撤销的且银行有权在票据遭拒付时就该笔垫款扣划客户账户。银行应在收到托收票据款后的下一个工作日进行付款操作。银行保留拒绝托收任何票据的权利。</p> |
| <p>24. Should any of these bills of exchange, drafts, cheques and other items have been unpaid, the unpaid items will, subject to any lien the bank may have, be returned by messenger or by registered post to the Customer at the last address notified to the Bank at the Customer's own risk. The Bank shall not be responsible for any loss in or through the mails, for late presentation, or for failure to present, demand, collect or give notice of nonpayment or dishonour of any items nor shall the bank be responsible for any failure or delay in returning the unpaid items.</p> | <p>24. 若任何汇票、支票或其他票据遭遇拒付，受限于银行享有的任何留置权，银行将通过邮寄或挂号信的方式将该等遭拒付的票据返还至客户最近一次通知银行的地址，风险由客户承担。对于在邮寄过程中发生的票据遗失、提示延误、未提示、未请求、未托收或未通知拒绝付款或拒绝兑付任何票据以及未返还或延迟返还遭拒付的票据，银行不承担任何责任。</p> |

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25. For the purpose of presenting and/or collecting bills of exchange, drafts, cheques and other items, the Bank may, at its own discretion and at the risk and responsibility of the Customer, forward the item to any agent of its selection who may collect the item through one or more sub-agents selected by it or by any sub-agent. The Bank may, without liability on its part, select to forward any item, for such purpose, directly to the Bank where it is payable. Such collecting agents or sub-agents shall be deemed agents of the Customer and the presentation and/or collecting agents or sub-agents.
25. 为提示和/或托收汇票、支票和其他票据之目的，银行有权根据其独立判断将该等票据交由其指定的代理人进行提示和/或托收且该代理人有权委任一名或多名复代理人且复代理人有权进一步委任代理人，风险由客户承担。银行委任的代理人或复代理人应视为客户的代理人，代理人或复代理人委任的代理人应视为客户及委任方的代理人。同时，银行有权为前述之目的将任何票据直接寄送付款银行且银行不承担由此产生的风险。
26. No accounts may be overdrawn, even temporarily, except by prior arrangement with the Bank. The Bank will not honour any bills of exchange, drafts, cheques, or other items if the account is not in funds or the drawing is not covered by an overdraft facility granted to the Customer. If temporary accommodation is accorded by the Bank, the Customer shall be responsible for the full refund of the amount so overdrawn with interest accrued thereon notwithstanding anything to the contrary expressed or implied in or from any one document, transaction or course of dealing. Overdraft shall in all cases be repayable on demand. A service charge in such amount as the Bank may from time to time determine will be made in respect of such item dishonoured by the Bank by reason of insufficient funds.
26. 任何账户不得透支（包括临时透支），但客户与银行事先另有安排的除外。若账户余额或银行给予客户的透支授信额度不足，银行有权拒绝兑付任何汇票、支票或其他票据。若银行同意提供临时资金融通，客户应全额偿还透支本息（无论任何文件、交易或交易习惯是否包含任何相反的明示或默示规定）。一经银行要求，客户应立即偿还透支款项。若因资金不足导致银行拒绝兑付该等票据，客户仍应根据银行不时确定的金额支付服务费。
27. The Customer waives the giving of notice of dishonour and the noting and protesting of, and the carrying out of any other formality in relation to any bill of exchange, draft, cheque or other instrument which is dishonoured.
27. 就任何被拒绝兑付的汇票、支票或其他票据而言，客户放弃索取拒付通知、记录和声明以及采取其他程序的权利。
28. Instructions to the Bank on the operation of any accounts or services or in respect of any transactions entered into between the Customer and the Bank must be given in writing (unless otherwise agreed to by the Bank) and bear authorized signature/ chop left with the Bank by the Customer.
28. 向银行发出的任何关于账户运作、服务、或任何关于银行与客户交易的指令都必须以书面的形式作出（除非为银行所另行同意）并载有客户预留留在银行的签章。
29. The Bank may at its discretion allow the Customer to give instructions by facsimile transmission and/or electronic communication recognized by the Bank (excluding e-mail) (collectively, "Means of Communication") subject to the following provisions:
29. 根据以下条款，银行可自行决定是否接受客户通过传真和/或为银行所认可的电子通讯方式（不包括电子邮件）（以下统称“通讯方式”）所发出的指令：
- (a) The instructions, orders and/or confirmations (collectively, "instructions" given by the Customer must be clear, complete and consistent. All risks of misunderstanding, delay and errors arising from Instructions given shall be borne solely by the Customer. The Bank shall not be liable for any loss or damage suffered by the Customer as a result of the Bank's inability to comprehend or comply with the Instructions in whole or in part.
- (a) 由客户发出的指令、命令和/或确认（以下统称“指令”）明确、完整且不存在矛盾之处。所有因发出指令所引起的误解、延误和错误的风险均将由客户承担。由于银行无法全部或部分理解或执行指令对客户所造成的任何损失或损害，银行不承担任何责任。

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- (b) The Bank shall fully rely on the Instructions given by any Means of Communication without making any independent inquiry or verification as to the correctness, authenticity, genuineness, validity and completeness thereof; in the case of Instructions given by e-mail, regardless of from whom such Instructions may have been given, if Instructions were given through designated email address set out in the application form furnished to the Bank by the Customer, and in the case of Instructions given by facsimile transmission, neither regardless of from where, whom or which facsimile machine such Instructions may have been given, nor regardless of by whom or by what means the actual or purported facsimile signature(s) is applied to the relevant Instruction and sent, if such facsimile signature(s) in the opinion of the Bank resemble(s) the certified specimen signature(s) of the authorised signatories set out in the list of authorised signatories furnished to the Bank by the Customer.
- (b) 在电子邮件指令情况下，无论该等指令是由谁发出，如果其是通过客户预留在银行的指定的电邮地址发出；或在传真指令的情况下，无论该等指令是从何处，由谁、通过哪台传真机发出，亦不论传真指令上的签章如何作出，如果该等签章在银行看来同客户预留在银行的授权签章表面上相似，则银行可完全依赖于通过任何通讯方式所作出的指令而无须就该指令的正确性、可靠性、真实性、有效性和完整性进行任何单独的查询或核实。
- (c) The Bank shall be entitled at its sole discretion, without giving any reason and without any liability whatsoever on its part, to decline or refuse to act on any Instructions given by any Means of Communication and the Bank shall inform the Customer of such refusal as soon as practicable thereafter.
- (c) 银行可在不提供任何理由的情况下完全自主决定拒绝执行通过通讯方式作出的任何指令而不承担任何责任。银行应尽速通知客户该等拒绝决定。
- (d) All risks of misunderstanding, discrepancies or errors arising from any Instructions given by any Means of Communication shall be borne solely by the Customer.
- (d) 客户应完全承担通过任何通讯方式发出指令而导致的误解、不符或差错的风险。
- (e) The Bank makes no representations or warranties as to the security of any information or Instructions transmitted to or by the Bank through such Means of Communication. The Bank shall not be responsible for any loss of security or information regarding the Instructions and/or the Customer's account transmitted through such Means of Communication or for any breach of confidentiality thereof. The Customer is advised in particular not to send confidential information through the Means of Communication.
- (e) 对于通过通讯方式向或由银行发出的指令或讯息的安全性，银行不做任何保证。银行对于安全性的缺失，或通过该等通讯方式所传播的有关指令和/或客户账户的讯息的缺失，或由此而导致的对于保密义务的违反不承担任何责任。客户被特别建议不要通过该等通讯方式发送保密信息。
- (f) The Bank may at its discretion, but is not obliged to, send a written confirmation of Instructions received through any Means of Communication to the Customer after the execution of such Instructions.
- (f) 银行可根据其自主决定，在执行了通过任何通讯方式收到的相关指令之后，向客户发出书面确认，但这并不构成银行的义务。
- (g) The Customer fully and irrevocably acknowledges that it is in the nature of telecommunication and/or electronic services that Instructions given through any Means of Communication may not be received by the Bank or reception may be delayed or may not be properly received by the Bank due to reasons and/or factors whether within the Bank's control or otherwise. Further, such Instructions may be read or made known to unauthorised persons and are susceptible to fraud and/or forgery. The Customer fully and irrevocably acknowledges and accepts all the risks and potential risks of whatever nature and extent (in each case whether or not known, made known or foreseeable by the Customer and/or the Bank) associated with the Instructions given by any Means of Communication including but not limited to the risks specified herein.
- (g) 客户完全理解并不可撤销地确认，由于电讯和/或电子服务本身的特性，无论银行可控或不可控的原因和/或事实，都可能造成通过通讯方式发出的任何指令不为银行所收到，或不能准确和/或及时地为银行所收到。此外，该类指令可能为未经授权的人所了解或知晓，并容易被利用于欺诈或伪造。客户完全且不可撤销地确认并接受任何性质及限度的（在任一事件中无论是否为客户和/或银行所知悉，向其传达或可以预见）、同通过各种通讯方式发送指令相关的、包括但不限于此中阐述的所有风险及潜在风险。

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- (h) The Customer shall indemnify and keep indemnified the Bank, its officers and employees and agents against all claims, proceedings, actions, damages, costs or other liabilities incurred or suffered by them in connection with the Bank executing any Instructions received through any Means of Communication, including without limitation; (i) any such Instructions being subsequently discovered to be unauthorised or negligently made or otherwise invalid for any reason whatsoever; or (ii) any errors or omissions in the Instructions or delay in the reception of the Instructions, and the Customer hereby irrevocably confirms and agrees to bear full responsibility and shall not hold the Bank liable for all losses, damages, costs and expenses suffered by the Customer pursuant to the Instructions given by any Means of Communication.
- (i) All Instructions received by the Bank after the Bank's close of business or on a day which is not a Business Day shall be deemed to have been received on the next Business Day. "Business Day" shall mean a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in P. R. China.
30. All Instructions from the Customer shall be effective until countermanded by notice which is received before the Bank has acted on the Instruction in question.
31. If Fax is being chosen by the Customer as Means of Communications, all enquiries or Instructions shall be sent to following Fax Numbers:
Shanghai Branch: +86-21-68775072
Beijing Branch: +86-10-8567 6999
Tianjin Branch: +86-22-8319 5506
32. Unless required by the Bank, the original copy of Fax / Email Instruction should not be sent to the Bank. Otherwise, the client should be fully responsible for any possible duplicate payment that is caused.
33. The Customer is obliged to refund immediately in full to the Bank any loss or expense sustained from the Customer's drawing against items deposited subject to final payment or from the Bank's guarantee of endorsement including the amount of any overdraft or increase of overdraft resulting from the subsequent nonpayment of such items.
34. The Bank is free from any and all responsibility for any expense, loss or damage by any present or future laws or ordinances of the Government and from any and all responsibility for any expense, loss or damage caused by tax or levy, embargo, moratorium exchange restrictions, sequestration, political change, industrial disputes or any other cause, domestic or foreign, beyond the Bank's control.
35. The Bank should be notified immediately of any change of status, address, telephone number or other information of the Customer together with documentary evidence.
36. The Bank shall be entitled to debit the Customer's account with the Bank's prevailing charges from time to time or otherwise as may be determined by the Bank. The Bank shall also be entitled to debit the Customer's account for interest on an overdraft at the Bank's current applicable rate from time to time.
Please note that the price is tax exclusive. Fees and charges are subject to relevant taxes (including but not limited to VAT, surtax and other tax due to the execution or performance of the Agreement). These taxes/surcharges at the actual rates prevailing at the time of billing will be included in your invoice which you agree to settle in full.
- (h) 客户应及时赔偿并使银行及其员工、雇员以及代理免受所有因与执行所收到的通过任何通讯方式发出的指令相关的索赔、诉讼、执行、损害、费用或其它责任。该等责任包括但不限于以下情形：(i) 任何该等指令被随后发现是未经授权、或疏忽而为、或无论因为何种原因而被认为无效；或(ii) 任何指令中的错误或遗漏、或未及时收到指令，且客户在此不可撤销地确认并同意承担全部责任并不应使银行对任何客户依据通过各种通讯方式发出指令所遭受的损失、损害、成本和费用。
- (i) 所有银行在银行营业结束或非营业日收到的指令，将被认为在下一个营业日收到。“营业日”系指除周六、周日或公众假日之外，中国境内银行开门营业的日子。
30. 所有从客户处发出的指令均为有效，除非撤回该等指令的通知于银行执行该等指令前为银行所收到。
31. 如果选用传真方式提交支付指令，所有传真件应发送到下列号码的传真机上。
上海分行: +86-21-68775072
北京分行: +86-10-8567 6999
天津分行: +86-22-8319 5506
32. 除根据银行另行要求外，客户不应将传真或电子邮件发送的支付指令原件发送至银行。否则，客户应承担由此产生的任何潜在的双重支付的全部责任。
33. 客户应立即向银行全额退还银行因垫款或保证背书（包括由于票据遭拒付而产生的透支或透支额增加）而承担的任何损失或支出。
34. 银行对任何现存或将来颁布的法律或行政法规、规章所导致的任何开支、损失或毁损不承担任何责任，同时，银行对超出其控制能力的国内外任何征税、禁运、延期偿债、外汇管制、扣押、政治变革、行业争端或其他任何原因而导致的任何开支、损失或毁损不承担任何责任。
35. 客户变更公司形式、地址、电话号码或其他信息应立即通知银行并附上证明文件。
36. 银行有权根据其不时或特别确定的收费标准向客户收取费用并从客户在银行开立的账户中直接扣划。同时，银行有权根据其不时确定的适用利率对透支金额计收利息并从客户账户中直接扣划。
- 请注意该价格并不包含税款。各项费用外均须额外计收相关税款（包括但不限于增值税、附加税及其他因执行或履行协议而产生的税负）。这些税负/附加税将按照账单日的实际税率，合并入贵方的发票金额之中，贵方同意全额支付该发票金额。

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37. The Bank shall, from time to time, be entitled to conduct regular or temporary inspections on the Customer with regard to its business relationship with the Customer through telephone conversations, interviews or on-site visit by itself or any agent appointed by it.
37. 银行有权不时地对客户开展有关银行与客户业务关系的定期和临时检查。该等检查可以由银行自己或其指定的任何中介通过电话交谈、采访或上门访问的方式进行。
38. The Bank has a general lien on accounts of any nature and on any goods or documents of any nature of the Customer which are or will become in the possession of the Bank. The Customer hereby undertakes and agrees with the Bank that during the period the Customer maintains with the Bank any account governed by this General Business Conditions the Customer shall at any time and from time to time, if and when requested by the Bank, execute such other assignments, charges or other documents and do or cause to be done all other acts and things (including, without limitation, registration with competent authorities within the time period prescribed by law) as the Bank may from time to time require for perfecting or transferring its rights and interests in and to such accounts, goods or documents, all such documents to be prepared and all such acts to be performed at the expense of the Customer and all such documents to contain such provisions for the benefit of the Bank as the Bank may reasonably require. The Bank is authorized to consolidate and block the accounts of the Customer or to retain funds therefrom to compensate or satisfy the Bank for any liabilities in respect of any other account carried by the Customer with the Bank either in foreign or to the fullest extent permitted by applicable law, local currency.
38. 银行对其现在或将来占有的任何客户账户和货物/单据享有留置权。只要客户在银行维持任何账户且该等账户受本《通用业务条款》的约束，客户特此承诺并同意：客户应始终根据银行要求，签署相关转让、担保或其他文件并完成相关手续（包括但不限于在法律规定的期限内向有关机关登记该等留置权）以实现银行可能不时要求的关于完善或转让其在任何账户、货物/单据中的权益。前述文件准备和完成手续的费用由客户承担且该等文件包含银行可能合理要求的符合银行利益的条款。银行有权合并、冻结客户账户或扣留客户账户中的外币或（在适用法律允许的情况下）本币补偿或清偿客户对银行的任何负债。
39. The Bank may demand that the Customer provide security for any claims that may arise from the banking relationship, even if such claims are conditional. Where the Bank initially dispensed with the taking of security, it may require the Customer to provide security upon giving notice to the Customer including, but not limited to, the following circumstances: (a) the economic status of the Customer has deteriorated or threatens to deteriorate; or (b) the value of the existing security has deteriorated or threatens to deteriorate.
39. 银行有权要求客户就银行业务关系中可能发生的任何主张提供担保，即使该等主张是附有条件的。若银行最初没有要求客户提供担保，在一些情形下，银行可向客户发出通知要求其提供担保，该等情形包括但不限于：(a) 客户的财务状况恶化或有恶化的可能；或(b) 现有担保物的价值减损或有减损的可能。
40. The Bank may demand that security is provided or increased until the realisable value of all security corresponds to the total amount of all the Bank's claims against the Customer at the relevant time. If the realisable value of all security exceeds the cover limit for more than three (3) months, the Bank shall, at the Customer's request, release security items as it may choose in an amount not exceeding the amount of such excess over the cover limit. Unless otherwise agreed, security held by the Bank will be valued for these purposes at its net realisable value from time to time at the cost and expense of the Customer.
40. 银行有权要求客户提供担保或增加担保，直至全部担保物的可变现价值达到银行对客户在当时所有主张的总金额。如所有担保物的可变现价值超过了担保总额，并持续超过三（3）个月，银行应根据客户的要求释放部分担保物，具体释放数量由银行自行选择，但其价值应不超过所有担保物的可变现价值与担保总额之间的差额。除非另有约定，银行可基于上述目的不时对担保物的可变现净值进行评估，评估费用由客户承担。
41. The business hours of the Bank may be extended, changed or otherwise revised at any time and from time to time. A poster or notice posted in the Bank's hall shall constitute written notice to the Customers of any change.
41. 银行有权随时延长、改变或以其他方式变更银行的工作时间。银行将通过在营业大厅张贴告示的方式通知客户。

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42. These General Business Conditions are subject to change by the Bank by way of amendment or additionally at any time without prior notice. Any such change shall take effect from the date on which notice thereof is posted in the Bank's hall or from such late date as may be specified in such notice. Any change of which notice is so given shall bind the Customer whether or not he has seen such notice and it shall not be obligatory for the Bank to send a copy of such notice to the Customer at his address.
42. 银行有权随时修改本《通用业务条款》而无须事先通知客户。任何该等修改自银行在其营业大厅张贴告示之日或告示中指定之日起生效。告示所示修改对客户产生约束力。无论客户是否已注意到告示内容或收到修改通知。
43. These General Business Conditions shall be applicable to all the accounts of the Customer maintained with the Bank.
43. 本《通用业务条款》应适用于客户在银行开立的所有账户。
44. These General Business Conditions, and all matters arising out of or in connection with the accounts maintained by the Customer with the Bank and governed by this General Business Conditions, shall be governed by and construed in all respects in accordance with the laws of the People's Republic of China, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of a jurisdiction other than the People's Republic of China are governed by the laws of such jurisdiction.
44. 本《通用业务条款》以及本《通用业务条款》项下由客户在银行开立的账户引起的或有关的任何事项受中华人民共和国法律管辖并根据其进行解释。但法律强制规定以及中华人民共和国管辖范围以外的任何救济除外。
45. Any dispute arising from or in connection with the General Business Conditions shall be submitted to Shanghai International Arbitration Center (hereinafter the 'Center') for arbitration which shall be conducted in accordance with the Center's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding on both parties.
45. 因本《通用业务条款》产生的或与本《通用业务条款》有关的任何争议均应提交上海国际仲裁中心（以下简称“中心”），按申请仲裁时该中心即时有效的仲裁规则进行仲裁。仲裁裁决为最终裁决。对双方均是有约束力。
46. The General Business Conditions shall be written and executed in English. A translation into Chinese if required by laws and regulations shall be also prepared and may be used for execution. In the event of any inconsistency, the English version shall prevail in interpretation.
46. 本《通用业务条款》以英语书写并签署。并将根据相关法律法规的要求翻译成中文版供签署。若两种语言版本的内容发生任何不一致，则应英文版本的协议为准进行解释。

Place, Date / 地点 · 日期 :

Name and Signature with Company Chop/Stamp/Seal / 姓名及签字并加盖公司公章:



Responsible Commerzbank Employee / Unit:

德国商业银行负责员工 / 部门: _____

Responsible Commerzbank Employee / Unit:

德国商业银行负责员工 / 部门: _____