



赔偿书
Letter Of Indemnity

致：恒生银行(中国)有限公司 _____ 分行
To : Hang Seng Bank (China) Limited _____ Branch
Date 日期: _____

鉴于贵行根据本赔偿书(“本赔偿书”)签字人的申请为下述汇票办理承兑、付款及/或提供融资或信用安排：
In consideration of your accepting, paying and/or providing financial or credit accommodation in respect of the following Bill(s) at the request of the undersigned under this Letter of Indemnity (“this Letter of Indemnity”):

汇票编号 Bill(s) No(s): _____
收款人 For: _____
付款人 Drawn on: _____
交易 Under: _____
信用证编号 Documentary Credit No.: _____

尽管提交的单据与上述跟单信用证的条款存在以下方面的不符：
Notwithstanding discrepancies between the documents presented and the terms of the said Documentary Credit in the following particulars, namely:

签字人在此授权贵行及贵行的分行、办事处、代理行和往来行补偿付款人因上述不符而承受的所有后果及损失，以使上述汇票得以被承诺和/或支付。
签字人(如果签字人为多人，则连带地)和会签本赔偿书的银行在此连带地承诺：
the undersigned hereby authorises you, your branches, offices, agents and correspondents to give the drawees such indemnity against all loss and consequences arising from such discrepancies as they may require in order to obtain acceptance and/or payment of the said bill(s). The undersigned (jointly and severally if more than one) and the bank countersigning this letter hereby jointly and severally undertakes:

- (i) 如果贵行及贵行的分行、办事处、代理行和往来行因作出上述补偿或由于承兑存在上述不符点或其他不符点(无论是否在本赔偿书中说明)的汇票，或者就该汇票进行付款、提供融资或信用安排而遭致或发生任何责任、索赔、请求、损失、损害、税赋、成本、费用和任何形式的支出(包括但不限于全部法律费用)，或贵行及贵行的分行、办事处、代理行和往来行提起或被提起基于合同、侵权的或其他任何诉讼或程序，一经请求立即对贵行及贵行的分行、办事处、代理行和往来行做出充分补偿；和
to promptly and fully indemnify you and your branches, offices, agents and correspondents against all liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be suffered or incurred by you or any of your branches, offices, agents or correspondents and all actions or proceedings which may be brought by or against you or any of your branches, offices, agents or correspondents whether in contract, tort or otherwise arising from or in connection with such indemnity or by reason of your having accepted, paid and/or provided financial or credit accommodation in respect of the said bill(s) notwithstanding such discrepancies and any other discrepancies whether noted herein or not; and

- (ii) 如果上述汇票被拒绝承兑或拒绝付款，一经请求立即向贵行及贵行的分行、办事处、代理行和/或往来行退还该票据的款项和利息；和
to refund to you, your branches, offices, agents and/or correspondents on demand the value of the said bill(s) together with interest
accrued thereon in the event of the non-acceptance or non-payment thereof; and
- (iii) 无论上述不符是否存在或是否重要、相关或有效，贵行均有权行使本赔偿书项下的权利。
you are entitled to exercise your rights hereunder whether or not the above-mentioned discrepancies are in existence, material, relevant or
valid.

本赔偿书受中华人民共和国(为本赔偿书之目的，不包括香港特别行政区、澳门特别行政区及台湾省)法律管辖并按其解释。任何与本赔偿书有关或其履行中产生的纠纷应由相关当事方通过协商予以解决。如果通过协商仍不能解决该纠纷，则任何一方有权向本赔偿书首页规定的分行所在地有管辖权的法院提起诉讼。本条款并不限制贵行在任何其他有管辖权的法院对签字人提起诉讼的权利。为了避免疑问，任何不涉及纠纷的条款在诉讼中应继续履行。

This letter is governed by and shall be construed in accordance with the laws of the People's Republic of China (for the purpose of this Letter of Indemnity, excludes the Hong Kong Special Administrative Region of the PRC, Macao Special Administrative Region of the PRC and Taiwan). Any dispute arising from the performance of this letter or in connection with it may be resolved by negotiation between the relevant parties. If it could not be resolved by negotiation, any party may take proceedings in the court of competent jurisdiction in the place of the branch provided in the first page of this Letter of Indemnity. Nothing in this clause shall limit the right of your bank to take proceedings against the undersigned in any other court of competent jurisdiction. For avoidance of doubt, any provisions other than those in dispute shall be continue to be performed during the proceedings.

本行，通过签署本赔偿书，同意按照上述约定向恒生银行(中国)有限公司作出赔偿
Our Bank, by countersigning this letter, agrees to indemnify Hang Seng Bank
(China) Limited as aforesaid.

S.V.

受益人姓名 Name of Beneficiary

代表 For and on behalf of:

授权签字人的姓名和职位:

Name and Position of Authorised Signatory(ies):

O/B No. _____

(本赔偿书以英文版本和中文版本签署，两种文本具有同等的法律效力)

(This Letter is signed in English and Chinese, both versions shall have the same legal effect.)