
ICC UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY
CREDITS

UCP 600

英文

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FOREWORD

This revision of the Uniform Customs and Practice for Documentary

Credits (commonly called “UCP”) is the sixth revision of the rules since they were first promulgated in 1933. It is the fruit of more than three years of work by the International Chamber of Commerce’s (ICC) Commission on Banking Technique and Practice.

ICC, which was established in 1919, had as its primary objective facilitating the flow of international trade at a time when nationalism and protectionism posed serious threats to the world trading system. It was in that spirit that the UCP were first introduced – to alleviate the confusion caused by individual countries’ promoting their own national rules on letter of credit practice. The objective, since attained, was to create a set of contractual rules that would establish uniformity in that practice, so that practitioners would not have to cope with a plethora of often conflicting national regulations. The universal acceptance of the UCP by practitioners in countries with widely divergent economic and judicial systems is a testament to the rules’ success.

It is important to recall that the UCP represent the work of a private international organization, not a governmental body. Since its inception, ICC has insisted on the central role of self-regulation in business practice. These rules, formulated entirely by experts in the private sector, have validated that approach. The UCP remain the most successful set of private rules for trade



ever developed.

A range of individuals and groups contributed to the current revision, which is entitled UCP 600. These include the UCP Drafting Group, which sifted through more than 5000 individual comments before arriving at this consensus text; the UCP Consulting Group, consisting of members from more than 25 countries, which served as the advisory body reacting to and proposing changes to the various drafts; the more than 400 members of the ICC Commission on Banking Technique and Practice who made pertinent suggestions for changes in the text; and ICC national committees worldwide which took an active role in consolidating comments from their members. ICC also expresses its gratitude to practitioners in the transport and Insurance industries, whose perceptive suggestions honed the final draft.



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Guy Sebban
Secretary General

International Chamber of Commerce

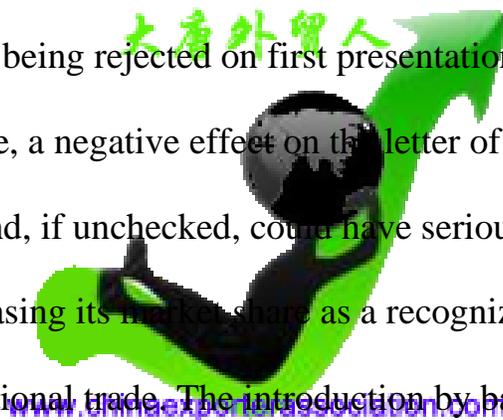
INTRODUCTION

In May 2003, the International Chamber of Commerce authorized the ICC Commission on Banking Technique and Practice (Banking Commission) to

begin a revision of the Uniform Customs and Practice for Documentary Credits, ICC Publication 500.

As with other revisions, the general objective was to address developments in the banking, transport and insurance industries. Additionally, there was a need to look at the language and style used in the UCP to remove wording that could lead to inconsistent application and interpretation.

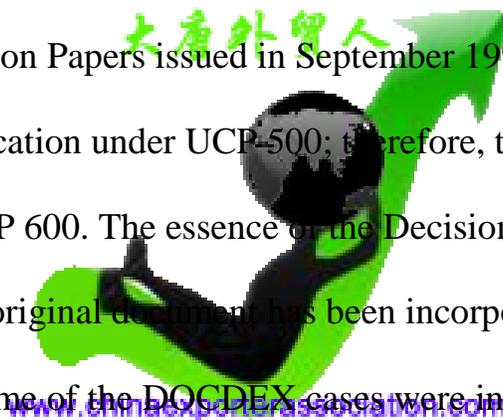
When work on the revision started, a number of global surveys indicated that, because of discrepancies, approximately 70% of documents presented under letters of credit were being rejected on first presentation. This obviously had, and continues to have, a negative effect on the letter of credit being seen as a means of payment and, if unchecked, could have serious implications for maintaining or increasing its market share as a recognized means of settlement in international trade. The introduction by banks of a discrepancy fee has highlighted the importance of this issue, especially when the underlying discrepancies have been found to be dubious or unsound. Whilst the number of cases involving litigation has not grown during the lifetime of UCP 500, the introduction of the ICC's Documentary Credit Dispute Resolution Expertise Rules (DOCDEX) in October 1997 (subsequently revised in March 2002) has resulted in more than 60 cases being decided. To address these and other concerns, the Banking Commission established a



Drafting Group to revise UCP 500. It was also decided to create a second group, known as the Consulting Group, to review and advise on early drafts submitted by the Drafting Group. The Consulting Group, made up of over 40 individuals from 26 countries, consisted of banking and transport industry experts. Aibly co-chaired by John Turnbull, Deputy General Manager, Sumitomo Mitsui Banking Corporation Europe Ltd, London and Carlo Di Ninni, Adviser, Italian Bankers Association, Rome, the Consulting Group provided valuable input to the Drafting Group prior to release of draft texts to ICC national committees. The Drafting Group began the review process by analyzing the content of the official Opinions issued by the Banking Commission under UCP 500. Some 500 Opinions were reviewed to assess whether the issues involved warranted a change in, an addition to or a deletion of any UCP article. In addition, consideration was given to the content of the four Position Papers issued by the Commission in September 1994, the two Decisions issued by the Commission (concerning the introduction of the euro and the determination of what constituted an original document under UCP 500 sub-article 20(b) and the decisions issued in DOCDEX cases. During the revision process, notice was taken of the considerable work that had been completed in creating the *International Standard Banking Practice for the Examination of Documents under*



Documentary Credits (ISBP), ICC Publication 645. This publication has evolved into a necessary companion to the UCP for determining compliance of documents with the terms of letters of credit. It is the expectation of the Drafting Group and the Banking Commission that the application of the principles contained in the ISBP, including subsequent revisions thereof, will continue during the time UCP 600 is in force. At the time UCP 600 is implemented, there will be an updated version of the ISBP to bring its contents in line with the substance and style of the new rules. The four Position Papers issued in September 1994 were issued subject to their application under UCP-500; therefore, they will not be applicable under UCP 600. The essence of the Decision covering the determination of an original document has been incorporated into the text of UCP 600. The outcome of the DOCDEX cases were invariably based on existing ICC Banking Commission Opinions and therefore contained no specific issues that required addressing in these rules. One of the structural changes to the UCP is the introduction of articles covering definitions (article 2) and interpretations (article 3). In providing definitions of roles played by banks and the meaning of specific terms and events, UCP 600 avoids the necessity of repetitive text to explain their interpretation and application. Similarly, the article covering interpretations aims to take the



ambiguity out of vague or unclear language that appears in letters of credit and to provide a definitive elucidation of other characteristics of the UCP or the credit. During the course of the last three years, ICC national committees were canvassed on a range of issues to determine their preferences on alternative texts submitted by the Drafting Group. The results of this exercise and the considerable input from national committees on individual items in the text is reflected in the content of UCP 600. The Drafting Group considered, not only the current practice relative to the documentary credit, but also tried to envisage the future evolution of that practice. This revision of the UCP represents the culmination of over three years of extensive analysis, review, debate and compromise amongst the various members of the Drafting Group, the members of the Banking Commission and the respective ICC national committees. Valuable comment has also been received from the ICC Commission on Transport and Logistics, the Commission on Commercial Law and Practice and the Committee on Insurance. It is not appropriate for this publication to provide an explanation as to why an article has been worded in such a way or what is intended by its incorporation into the rules. For those interested in understanding the rationale and interpretation of the articles of UCP 600, this information will be found in the Commentary to the rules, ICC Publication 601, which



represents the Drafting Group's views. On behalf of the Drafting Group I would like to extend our deep appreciation to the members of the Consulting Group, ICC national committees and members of the Banking Commission for their professional comments and their constructive participation in this process. Special thanks are due to the members of the Drafting Group and their institutions, who are listed below in alphabetical order.

Nicole Keller – Vice President, Service International Products, Dresdner Bank AG, Frankfurt, Germany; Representative to the ICC Commission on Banking Technique and Practice; Laurence Kooy – Legal Adviser, BNP Paribas, Paris, France; Representative to the ICC Commission on Banking Technique and Practice.

Katja Lehr – Business Manager, Trade Services Standards, SWIFT, La Hulpe, Belgium, then Vice President, Membership Representation, International Financial Services Association, New Jersey, USA; Representative to the ICC Commission on Banking Technique and Practice;

Ole Malmqvist – Vice President, Danske Bank, Copenhagen, Denmark; Representative to the ICC Commission on Banking Technique and Practice;

Paul Miserez – Head of Trade Finance Standards, SWIFT, La Hulpe, Belgium; Representative to the ICC Commission on Banking Technique and Practice; René Mueller – Director, Credit Suisse, Zurich, Switzerland; Representative to the ICC



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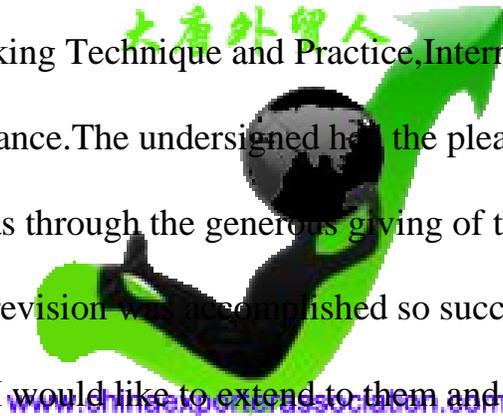
Commission on Banking Technique and Practice;

Chee Seng Soh – Consultant, Association of Banks in Singapore, Singapore;

Representative to the ICC Commission on Banking Technique and Practice;

Dan Taylor – President and CEO, International Financial Services Association., New Jersey USA; Vice Chairman, ICC Commission on Banking Technique and Practice; Alexander Zelenov – Director, Vnesheconombank, Moscow, Russia; Vice Chairman, ICC Commission on Banking Technique and Practice; Ron Katz – Policy Manager, ICC Commission on Banking Technique and Practice, International Chamber of Commerce, Paris, France. The undersigned has the pleasure of chairing the Drafting Group. It was through the generous giving of their knowledge, time and energy that this revision was accomplished so successfully. As Chair of the Drafting Group, I would like to extend to them and to their institutions my gratitude for their contribution, for a job well done and for their friendship. I would also like to extend my sincere thanks to the management of ABN AMRO Bank N.V., for their understanding, patience and support during the course of this revision process. Gary Collyer Corporate Director, ABN AMRO Bank N.V., London, England and Technical Adviser to the ICC Commission on Banking Technique and Practice

November 2006



Article 1 Application of UCP

The Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication no. 600 (“UCP”) are rules that apply to any documentary credit (“credit”) (including, to the extent to which they may be applicable, any standby letter of credit) when the text of the credit expressly indicates that it is subject to these rules. They are binding on all parties thereto unless expressly modified or excluded by the credit.

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Article 2 Definitions

For the purpose of these rules:

Advising bank means the bank that advises the credit at the request of the issuing bank.

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Applicant means the party on whose request the credit is issued.

Banking day means a day on which a bank is regularly open at the place at which an act subject to these rules is to be performed.

Beneficiary means the party in whose favour a credit is issued.

Complying presentation means a presentation that is in accordance with the terms and conditions of the credit, the applicable provisions of these rules and international standard banking practice.

Confirmation means a definite undertaking of the confirming bank, in addition to that of the issuing bank, to honour or negotiate a complying presentation.

Confirming bank means the bank that adds its confirmation to a credit upon the issuing bank's authorization or request.

Credit means any arrangement, however named or described, that is irrevocable and thereby constitutes a definite undertaking of the issuing bank to honour a complying presentation.

Honour means:

- 
- a. to pay at sight if the credit is available by sight payment.
 - b. to incur a deferred payment undertaking and pay at maturity if the credit is available by deferred payment.
 - c. to accept a bill of exchange ("draft") drawn by the beneficiary and pay at maturity if the credit is available by acceptance.

Issuing bank means the bank that issues a credit at the request of an applicant or on its own behalf.

Negotiation means the purchase by the nominated bank of drafts (drawn on a bank other than the nominated bank) and/or documents under a complying presentation, by advancing or agreeing to advance funds to the beneficiary on or before the banking day on which reimbursement is due to the

nominated bank.

Nominated bank means the bank with which the credit is available or any bank in the case of a credit available with any bank.

Presentation means either the delivery of documents under a credit to the issuing bank or nominated bank or the documents so delivered.

Presenter means a beneficiary, bank or other party that makes a presentation.

Article 3 Interpretations

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For the purpose of these rules:

Where applicable, words in the singular include the plural and in the plural include the singular.

A credit is irrevocable even if there is no indication to that effect.

A document may be signed by handwriting, facsimile signature, perforated signature, stamp, symbol or any other mechanical or electronic method of authentication.

A requirement for a document to be legalized, visaed, certified or similar will be satisfied by any signature, mark, stamp or label on the document which appears to satisfy that requirement.

Branches of a bank in different countries are considered to be separate



banks.

Terms such as "first class", "well known", "qualified", "independent", "official", "competent" or "local" used to describe the issuer of a document allow any issuer except the beneficiary to issue that document.

Unless required to be used in a document, words such as "prompt", "immediately" or "as soon as possible" will be disregarded.

The expression "on or about" or similar will be interpreted as a stipulation that an event is to occur during a period of five calendar days before until five calendar days after the specified date, both start and end dates included.

The words "to", "until", "till", "from" and "between" when used to determine a period of shipment include the date or dates mentioned, and the words "before" and "after" exclude the date mentioned.

The words "from" and "after" when used to determine a maturity date exclude the date mentioned.

The terms "first half" and "second half" of a month shall be construed respectively as the 1st to the 15th and the 16th to the last day of the month, all dates inclusive.

The terms "beginning", "middle" and "end" of a month shall be construed respectively as the 1st to the 10th, the 11th to the 20th and the 21st to the last day of the month, all dates inclusive.

Article 4 Credits v. Contracts

a. A credit by its nature is a separate transaction from the sale or other contract on which it may be based. Banks are in no way concerned with or bound by such contract, even if any reference whatsoever to it is included in the credit. Consequently, the undertaking of a bank to honour, to negotiate or to fulfil any other obligation under the credit is not subject to claims or defences by the applicant resulting from its relationships with the issuing bank or the beneficiary. A beneficiary can in no case avail itself of the contractual relationships existing between banks or between the applicant and the issuing bank.

b. An issuing bank should discourage any attempt by the applicant to include, as an integral part of the credit, copies of the underlying contract, proforma invoice and the like.

Article 5 Documents v. Goods, Services or Performance

Banks deal with documents and not with goods, services or performance to which the documents may relate.

Article 6 Availability, Expiry Date and Place for Presentation

- a.** A credit must state the bank with which it is available or whether it is available with any bank. A credit available with a nominated bank is also available with the issuing bank.
- b.** A credit must state whether it is available by sight payment, deferred payment, acceptance or negotiation.
- c.** A credit must not be issued available by a draft drawn on the applicant.
- d. i.** A credit must state an expiry date for presentation. An expiry date stated for honour or negotiation will be deemed to be an expiry date for presentation.
- ii.** The place of the bank with which the credit is available is the place for presentation. The place for presentation under a credit available with any bank is that of any bank. A place for presentation other than that of the issuing bank is in addition to the place of the issuing bank.
- e.** Except as provided in sub-article 29 (a), a presentation by or on behalf of the beneficiary must be made on or before the expiry date.

Article 7 Issuing Bank Undertaking

- a.** Provided that the stipulated documents are presented to the nominated bank or to the issuing bank and that they constitute a complying presentation,

the issuing bank must honour if the credit is available by:

- i.** sight payment, deferred payment or acceptance with the issuing bank;
- ii.** sight payment with a nominated bank and that nominated bank does not pay;
- iii.** deferred payment with a nominated bank and that nominated bank does not incur its deferred payment undertaking or, having incurred its deferred payment undertaking, does not pay at maturity;
- iv.** acceptance with a nominated bank and that nominated bank does not accept a draft drawn on it or, having accepted a draft drawn on it, does not pay at maturity;
- v.** negotiation with a nominated bank and that nominated bank does not negotiate.



b. An issuing bank is irrevocably bound to honour as of the time it issues the credit.

c. An issuing bank undertakes to reimburse a nominated bank that has honoured or negotiated a complying presentation and forwarded the documents to the issuing bank. Reimbursement for the amount of a complying presentation under a credit available by acceptance or deferred payment is due at maturity, whether or not the nominated bank prepaid or purchased before maturity. An issuing bank's undertaking to reimburse a

nominated bank is independent of the issuing bank's undertaking to the beneficiary.

Article 8 Confirming Bank Undertaking

a. Provided that the stipulated documents are presented to the confirming bank or to any other nominated bank and that they constitute a complying presentation, the confirming bank must:

i. honour, if the credit is available by

a. sight payment, deferred payment or acceptance with the confirming bank;

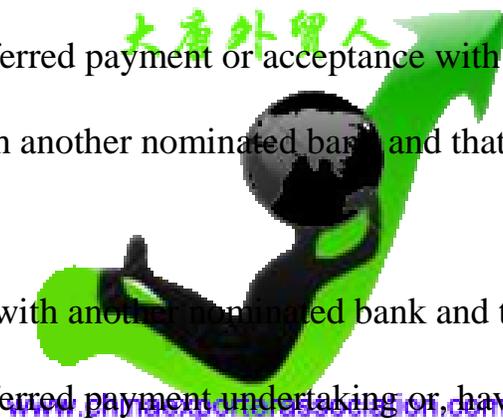
b. sight payment with another nominated bank and that nominated bank does not pay;

c. deferred payment with another nominated bank and that nominated bank does not incur its deferred payment undertaking or, having incurred its deferred payment undertaking, does not pay at maturity;

d. acceptance with another nominated bank and that nominated bank does not accept a draft drawn on it or, having accepted a draft drawn on it, does not pay at maturity;

e. negotiation with another nominated bank and that nominated bank does not negotiate.

ii. negotiate, without recourse, if the credit is available by negotiation with



the confirming bank.

b. A confirming bank is irrevocably bound to honour or negotiate as of the time it adds its confirmation to the credit.

c. A confirming bank undertakes to reimburse another nominated bank that has honoured or negotiated a complying presentation and forwarded the documents to the confirming bank. Reimbursement for the amount of a complying presentation under a credit available by acceptance or deferred payment is due at maturity, whether or not another nominated bank prepaid or purchased before maturity. A confirming bank's undertaking to reimburse another nominated bank is independent of the confirming bank's Undertaking to the beneficiary.

d. If a bank is authorized or requested by the issuing bank to confirm a credit but is not prepared to do so, it must inform the issuing bank without delay and may advise the credit without confirmation.

Article 9 Advising of Credits and Amendments

a. A credit and any amendment may be advised to a beneficiary through an advising bank. An advising bank that is not a confirming bank advises the credit and any amendment without any undertaking to honour or negotiate.

b. By advising the credit or amendment, the advising bank signifies that it

has satisfied itself as to the apparent authenticity of the credit or amendment and that the advice accurately reflects the terms and conditions of the credit or amendment received.

c. An advising bank may utilize the services of another bank (“second advising bank”) to advise the credit and any amendment to the beneficiary.

By advising the credit or amendment, the second advising bank signifies that it has satisfied itself as to the apparent authenticity of the advice it has received and that the advice accurately reflects the terms and conditions of the credit or amendment received.

d. A bank utilizing the services of an advising bank or second advising bank to advise a credit must use the same bank to advise any amendment thereto.

e. If a bank is requested to advise a credit or amendment but elects not to do so, it must so inform, without delay, the bank from which the credit, amendment or advice has been received.

f. If a bank is requested to advise a credit or amendment but cannot satisfy itself as to the apparent authenticity of the credit, the amendment or the advice, it must so inform, without delay, the bank from which the instructions appear to have been received. If the advising bank or second advising bank elects nonetheless to advise the credit or amendment, it must inform the beneficiary or second advising bank that it has not been able to



satisfy itself as to the apparent authenticity of the credit, the amendment or the advice.

Article 10 Amendments

- a.** Except as otherwise provided by article 38, a credit can neither be amended nor cancelled without the agreement of the issuing bank, the confirming bank, if any, and the beneficiary.
- b.** An issuing bank is irrevocably bound by an amendment as of the time it issues the amendment. A confirming bank may extend its confirmation to an amendment and will be irrevocably bound as of the time it advises the amendment. A confirming bank may, however, choose to advise an amendment without extending its confirmation and, if so, it must inform the issuing bank without delay and inform the beneficiary in its advice.
- c.** The terms and conditions of the original credit (or a credit incorporating previously accepted amendments) will remain in force for the beneficiary until the beneficiary communicates its acceptance of the amendment to the bank that advised such amendment. The beneficiary should give notification of acceptance or rejection of an amendment. If the beneficiary fails to give such notification, a presentation that complies with the credit and to any not yet accepted amendment will be deemed to be notification of acceptance by

the beneficiary of such amendment. As of that moment the credit will be amended.

d. A bank that advises an amendment should inform the bank from which it received the amendment of any notification of acceptance or rejection.

e. Partial acceptance of an amendment is not allowed and will be deemed to be notification of rejection of the amendment.

f. A provision in an amendment to the effect that the amendment shall enter into force unless rejected by the beneficiary within a certain time shall be disregarded.

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Article 11 Teletransmitted and Pre-Advised Credits and Amendments

a. An authenticated teletransmission of a credit or amendment will be deemed to be the operative credit or amendment, and any subsequent mail confirmation shall be disregarded. If a teletransmission states "full details to follow" (or words of similar effect), or states that the mail confirmation is to be the operative credit or amendment, then the teletransmission will not be deemed to be the operative credit or amendment. The issuing bank must then issue the operative credit or amendment without delay in terms not inconsistent with the teletransmission.

b. A preliminary advice of the issuance of a credit or amendment ("pre-advice") shall only be sent if the issuing bank is prepared to issue the

operative credit or amendment. An issuing bank that sends a pre-advice is irrevocably committed to issue the operative credit or amendment, without delay, in terms not inconsistent with the pre-advice.

Article 12 Nomination

a. Unless a nominated bank is the confirming bank, an authorization to honour or negotiate does not impose any obligation on that nominated bank to honour or negotiate, except when expressly agreed to by that nominated bank and so communicated to the beneficiary.

b. By nominating a bank to accept a draft or incur a deferred payment undertaking, an issuing bank authorizes that nominated bank to prepay or purchase a draft accepted or a deferred payment undertaking incurred by that nominated bank.

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c. Receipt or examination and forwarding of documents by a nominated bank that is not a confirming bank does not make that nominated bank liable to honour or negotiate, nor does it constitute honour or negotiation.

Article 13 Bank-to-Bank Reimbursement Arrangements

a. If a credit states that reimbursement is to be obtained by a nominated bank ("claiming bank") claiming on another party ("reimbursing bank"), the credit

must state if the reimbursement is subject to the ICC rules for bank-to-bank reimbursements in effect on the date of issuance of the credit.

b. If a credit does not state that reimbursement is subject to the ICC rules for bank-to-bank reimbursements, the following apply:

i. An issuing bank must provide a reimbursing bank with a reimbursement authorization that conforms with the availability stated in the credit. The reimbursement authorization should not be subject to an expiry date.

ii. A claiming bank shall not be required to supply a reimbursing bank with a certificate of compliance with the terms and conditions of the credit.

iii. An issuing bank will be responsible for any loss of interest, together with any expenses incurred, if reimbursement is not provided on first demand by a reimbursing bank in accordance with the terms and conditions of the credit.

iv. A reimbursing bank's charges are for the account of the issuing bank.

However, if the charges are for the account of the beneficiary, it is the responsibility of an issuing bank to so indicate in the credit and in the reimbursement authorization. If a reimbursing bank's charges are for the account of the beneficiary, they shall be deducted from the amount due to a claiming bank when reimbursement is made. If no reimbursement is made, the reimbursing bank's charges remain the obligation of the issuing bank.

c. An issuing bank is not relieved of any of its obligations to provide reimbursement if reimbursement is not made by a reimbursing bank on first demand.

Article 14 Standard for Examination of Documents

a. A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank must examine a presentation to determine, **on the basis of the documents alone**, whether or not the documents appear **on their face** to constitute a complying presentation.

b. A nominated bank acting on its nomination, a confirming bank, if any, and the issuing bank shall each have a maximum of five banking days following the day of presentation to determine if a presentation is complying. This period is not curtailed or otherwise affected by the occurrence on or after the date of presentation of any expiry date or last day for presentation.

c. A presentation including one or more original transport documents subject to articles 19, 20, 21, 22, 23, 24 or 25 must be made by or on behalf of the beneficiary not later than 21 calendar days after the date of shipment as described in these rules, but in any event not later than the expiry date of the credit.

d. Data in a document, when read in context with the credit, the document

itself and international standard banking practice, need not be identical to, but must not conflict with, **data in that document, any other stipulated document or the credit.**

e. In documents other than the commercial invoice, the description of the goods, services or performance, if stated, may be in general terms not conflicting with their description in the credit.

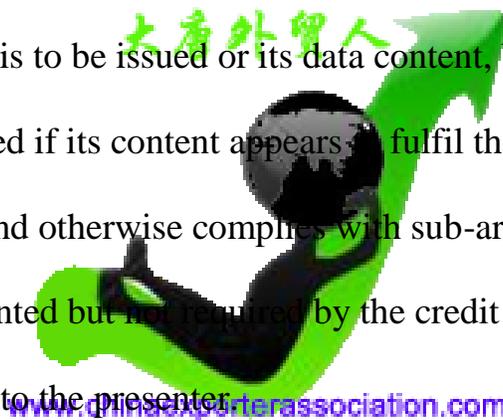
f. If a credit requires presentation of a document other than a transport document, insurance document or commercial invoice, without stipulating by whom the document is to be issued or its data content, banks will accept the document as presented if its content appears to fulfil the function of the required document and otherwise complies with sub-article 14 (d).

g. A document presented but not required by the credit will be disregarded and may be returned to the presenter.

h. If a credit contains a condition without stipulating the document to indicate compliance with the condition, banks will deem such condition as not stated and will disregard it.

i. A document may be dated prior to the issuance date of the credit, but must not be dated later than its date of presentation.

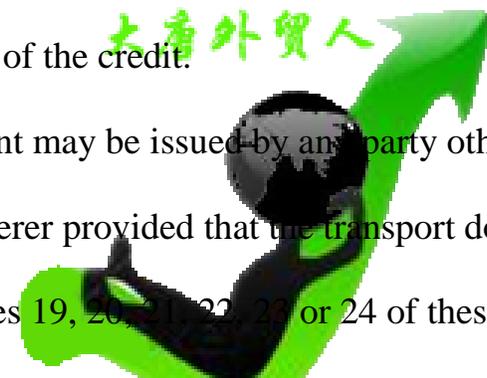
j. When the addresses of the beneficiary and the applicant appear in any stipulated document, they need not be the same as those stated in the credit



or in any other stipulated document, but must be within the same country as the respective addresses mentioned in the credit. Contact details (telefax, telephone, email and the like) stated as part of the beneficiary's and the applicant's address will be disregarded. However, when the address and contact details of the applicant appear as part of the consignee or notify party details on a transport document subject to articles 19, 20, 21, 22, 23, 24 or 25, they must be as stated in the credit.

k. The shipper or consignor of the goods indicated on any document need not be the beneficiary of the credit.

l. A transport document may be issued by any party other than a carrier, owner, master or charterer provided that the transport document meets the requirements of articles 19, 20, 21, 22, 23 or 24 of these rules.


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Article 15 Complying Presentation

a. When an issuing bank determines that a presentation is complying, it must honour.

b. When a confirming bank determines that a presentation is complying, it must honour or negotiate and forward the documents to the issuing bank.

c. When a nominated bank determines that a presentation is complying and honours or negotiates, it must forward the documents to the confirming bank

or issuing bank.

Article 16 Discrepant Documents, Waiver and Notice

a. When a nominated bank acting on its nomination, a confirming bank, if any, or the issuing bank determines that a presentation does not comply, it may refuse to honour or negotiate.

b. When an issuing bank determines that a presentation does not comply, it may in its sole judgement approach the applicant for a waiver of the discrepancies. This does not, however, extend the period mentioned in sub-article 14 (b).

c. When a nominated bank acting on its nomination, a confirming bank, if any, or the issuing bank decides to refuse to honour or negotiate, it must give a single notice to that effect to the presenter.



The notice must state:

- i.** that the bank is refusing to honour or negotiate; and
- ii.** each discrepancy in respect of which the bank refuses to honour or negotiate; and
- iii.** a) that the bank is holding the documents pending further instructions from the presenter; or
b) that the issuing bank is holding the documents until it receives a waiver

from the applicant and agrees to accept it, or receives further instructions from the presenter prior to agreeing to accept a waiver; or

c) that the bank is returning the documents; or

d) that the bank is acting in accordance with instructions previously received from the presenter.

d. The notice required in sub-article 16 (c) must be given by telecommunication or, if that is not possible, by other expeditious means no later than the close of the fifth banking day following the day of presentation.

e. A nominated bank acting on its nomination, a confirming bank, if any, or the issuing bank may, after providing notice required by sub-article 16 (c) (iii) (a) or (b), return the documents to the presenter at any time.

f. If an issuing bank or a confirming bank fails to act in accordance with the provisions of this article, it shall be precluded from claiming that the documents do not constitute a complying presentation.

g. When an issuing bank refuses to honour or a confirming bank refuses to honour or negotiate and has given notice to that effect in accordance with this article, it shall then be entitled to claim a refund, with interest, of any reimbursement made.

Article 17 Original Documents and Copies

- a.** At least one original of each document stipulated in the credit must be presented.
- b.** A bank shall treat as an original any document bearing an apparently original signature, mark, stamp, or label of the issuer of the document, unless the document itself indicates that it is not an original.
- c.** Unless a document indicates otherwise, a bank will also accept a document as original if it:
- i.** appears to be written, typed, perforated or stamped by the document issuer's hand; or
 - ii.** appears to be on the document issuer's original stationery; or
 - iii.** states that it is original, unless the statement appears not to apply to the document presented. www.chinaexporterassociation.com
- d.** If a credit requires presentation of copies of documents, presentation of either originals or copies is permitted.
- e.** If a credit requires presentation of multiple documents by using terms such as "in duplicate", "in two fold" or "in two copies", this will be satisfied by the presentation of at least one original and the remaining number in copies, except when the document itself indicates otherwise.



Article 18 Commercial Invoice

a. A commercial invoice:

i. must appear to have been issued by the beneficiary (except as provided in article 38);

ii. must be made out in the name of the applicant (except as provided in subarticle 38 (g));

iii. must be made out in the same currency as the credit; and

iv. need not be signed.

b. A nominated bank acting on its nomination, a confirming bank, if any, or the issuing bank may accept a commercial invoice issued for an amount in excess of the amount permitted by the credit, and its decision will be binding upon all parties, provided the bank in question has not honoured or negotiated for an amount in excess of that permitted by the credit.

c. The description of the goods, services or performance in a commercial invoice must correspond with that appearing in the credit.

Article 19 Transport Document Covering at Least Two Different Modes of Transport

a. A transport document covering at least two different modes of transport (multimodal or combined transport document), however named, must appear

to:

i. indicate the name of the carrier and be signed by:

the carrier or a named agent for or on behalf of the carrier, or

the master or a named agent for or on behalf of the master.

Any signature by the carrier, master or agent must be identified as that of the carrier, master or agent.

Any signature by an agent must indicate whether the agent has signed for or on behalf of the carrier or for or on behalf of the master.

ii. indicate that the goods have been dispatched, taken in charge or shipped on board at the place stated in the credit, by:

pre-printed wording, or

a stamp or notation indicating the date on which the goods have been dispatched, taken in charge or shipped on board.



The date of issuance of the transport document will be deemed to be the date of dispatch, taking in charge or shipped on board, and the date of shipment. However, if the transport document indicates, by stamp or notation, a date of dispatch, taking in charge or shipped on board, this date will be deemed to be the date of shipment.

iii. indicate the place of dispatch, taking in charge or shipment and the place of final destination stated in the credit, even if:

a. the transport document states, in addition, a different place of dispatch, taking in charge or shipment or place of final destination, or

b. the transport document contains the indication "intended" or similar qualification in relation to the vessel, port of loading or port of discharge.

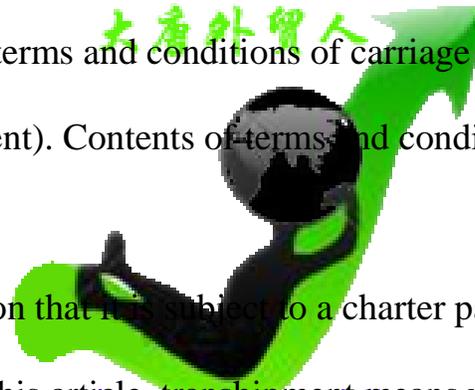
iv. be the sole original transport document or, if issued in more than one original, be the full set as indicated on the transport document.

v. contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage (short form or blank back transport document). Contents of terms and conditions of carriage will not be examined.

vi. contain no indication that it is subject to a charter party.

b. For the purpose of this article, transshipment means unloading from one means of conveyance and reloading to another means of conveyance (whether or not in different modes of transport) during the carriage from the place of dispatch, taking in charge or shipment to the place of final destination stated in the credit.

c. i. A transport document may indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same transport document.



ii. A transport document indicating that transhipment will or may take place is acceptable, even if the credit prohibits transhipment.

Article 20 Bill of Lading

a. A bill of lading, however named, must appear to:

i. indicate the name of the carrier and be signed by:

- the carrier or a named agent for or on behalf of the carrier, or
- the master or a named agent for or on behalf of the master.

Any signature by the carrier, master or agent must be identified as that of the carrier, master or agent.

Any signature by an agent must indicate whether the agent has signed for or on behalf of the carrier or for or on behalf of the master.

ii. indicate that the goods have been shipped on board a named vessel at the port of loading stated in the credit by:

pre-printed wording, or

an on board notation indicating the date on which the goods have been shipped on board.

The date of issuance of the bill of lading will be deemed to be the date of shipment unless the bill of lading contains an on board notation indicating the date of shipment, in which case the date stated in the on board notation

will be deemed to be the date of shipment.

If the bill of lading contains the indication "intended vessel" or similar qualification in relation to the name of the vessel, an on board notation indicating the date of shipment and the name of the actual vessel is required.

iii. indicate shipment from the port of loading to the port of discharge stated in the credit.

If the bill of lading does not indicate the port of loading stated in the credit as the port of loading, or if it contains the indication "intended" or similar qualification in relation to the port of loading, an on board notation indicating the port of loading as stated in the credit, the date of shipment and the name of the vessel is required. This provision applies even when loading on board or shipment on a named vessel is indicated by preprinted wording on the bill of lading.

iv. be the sole original bill of lading or, if issued in more than one original, be the full set as indicated on the bill of lading.

v. contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage (short form or blank back bill of lading). Contents of terms and conditions of carriage will not be examined.

vi. contain no indication that it is subject to a charter party.

b. For the purpose of this article, transshipment means unloading from one vessel and reloading to another vessel during the carriage from the port of loading to the port of discharge stated in the credit.

c. i. A bill of lading may indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same bill of lading.

ii. A bill of lading indicating that transshipment will or may take place is acceptable, even if the credit prohibits transshipment, if the goods have been shipped in a container, trailer or **LASH** charge as evidenced by the bill of lading.

d. Clauses in a bill of lading stating that the carrier reserves the right to tranship will be disregarded.



Article 21 Non-Negotiable Sea Waybill

a. A non-negotiable sea waybill, however named, must appear to:

i. indicate the name of the carrier and be signed by:

- the carrier or a named agent for or on behalf of the carrier, or
- the master or a named agent for or on behalf of the master.

Any signature by the carrier, master or agent must be identified as that of

the carrier, master or agent.

Any signature by an agent must indicate whether the agent has signed for or on behalf of the carrier or for or on behalf of the master.

ii. indicate that the goods have been shipped on board a named vessel at the port of loading stated in the credit by:

pre-printed wording, or

an on board notation indicating the date on which the goods have been shipped on board.

The date of issuance of the non-negotiable sea waybill will be deemed to be the date of shipment unless the non-negotiable sea waybill contains an on board notation indicating the date of shipment, in which case the date stated in the on board notation will be deemed to be the date of shipment.

If the non-negotiable sea waybill contains the indication "intended vessel" or similar qualification in relation to the name of the vessel, an on board notation indicating the date of shipment and the name of the actual vessel is required.

iii. indicate shipment from the port of loading to the port of discharge stated in the credit.

If the non-negotiable sea waybill does not indicate the port of loading stated in the credit as the port of loading, or if it contains the indication

“intended” or similar qualification in relation to the port of loading, an on board notation indicating the port of loading as stated in the credit, the date of shipment and the name of the vessel is required. This provision applies even when loading on board or shipment on a named vessel is indicated by pre-printed wording on the non-negotiable sea waybill.

iv. be the sole original non-negotiable sea waybill or, if issued in more than one original, be the full set as indicated on the non-negotiable sea waybill.

v. contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage (short form or blank back non-negotiable sea waybill). Contents of terms and conditions of carriage will not be examined.

vi. contain no indication that it is subject to a charter party.

b. For the purpose of this article, transshipment means unloading from one vessel and reloading to another vessel during the carriage from the port of loading to the port of discharge stated in the credit.

c. i. A non-negotiable sea waybill may indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same non-negotiable sea waybill.

ii. A non-negotiable sea waybill indicating that transshipment will or may take place is acceptable, even if the credit prohibits transshipment, if the

goods have been shipped in a container, trailer or LASH barge as evidenced by The non-negotiable sea waybill.

d. Clauses in a non-negotiable sea waybill stating that the carrier reserves the right to tranship will be disregarded.

Article 22 Charter Party Bill of Lading

a. A bill of lading, however named, containing an indication that it is subject to a charter party (charter party bill of lading), must appear to:

i. be signed by:

- the master or a named agent for or on behalf of the master, or
- the owner or a named agent for or on behalf of the owner, or
- the charterer or a named agent for or on behalf of the charterer.

Any signature by the master, owner, charterer or agent must be identified as that of the master, owner, charterer or agent.

Any signature by an agent must indicate whether the agent has signed for or on behalf of the master, owner or charterer.

An agent signing for or on behalf of the owner or charterer must indicate the name of the owner or charterer.

ii. indicate that the goods have been shipped on board a named vessel at the port of loading stated in the credit by:



pre-printed wording, or

an on board notation indicating the date on which the goods have been shipped on board.

The date of issuance of the charter party bill of lading will be deemed to be the date of shipment unless the charter party bill of lading contains an on board notation indicating the date of shipment, in which case the date stated in the on board notation will be deemed to be the date of shipment.

iii. indicate shipment from the port of loading to the port of discharge stated in the credit. The port of discharge may also be shown as a range of ports or a geographical area, as stated in the credit.

iv. be the sole original charter party bill of lading or, if issued in more than one original, be the full set as indicated on the charter party bill of lading.

b. A bank will not examine charter party contracts, even if they are required to be presented by the terms of the credit.

Article 23 Air Transport Document

a. An air transport document, however named, must appear to:

i. indicate the name of the carrier and be signed by:

the carrier, or a named agent for or on behalf of the carrier.

Any signature by the carrier or agent must be identified as that of the

carrier or agent.

Any signature by an agent must indicate that the agent has signed for or on behalf of the carrier.

ii. indicate that the goods have been accepted for carriage.

iii. indicate the date of issuance. This date will be deemed to be the date of shipment unless the air transport document contains a specific notation of the actual date of shipment, in which case the date stated in the notation will be deemed to be the date of shipment.

Any other information appearing on the air transport document relative to the flight number and date will not be considered in determining the date of shipment.

iv. indicate the airport of departure and the airport of destination stated in the credit.

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v. be the original for consignor or shipper, even if the credit stipulates a full set of originals.

vi. contain terms and conditions of carriage or make reference to another source containing the terms and conditions of carriage. Contents of terms and conditions of carriage will not be examined.

b. For the purpose of this article, transshipment means unloading from one aircraft and reloading to another aircraft during the carriage from the airport

of departure to the airport of destination stated in the credit.

c. i. An air transport document may indicate that the goods will or may be transhipped, provided that the entire carriage is covered by one and the same air transport document.

ii. An air transport document indicating that transhipment will or may take place is acceptable, even if the credit prohibits transhipment.

Article 24 Road, Rail or Inland Waterway Transport Documents

a. A road, rail or inland waterway transport document, however named, must appear to:

i. indicate the name of the carrier and:

be signed by the carrier or a named agent for or on behalf of the carrier, or

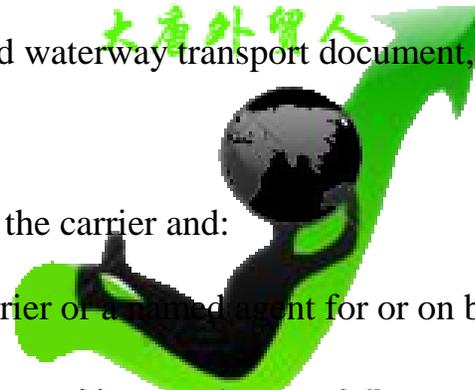
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indicate receipt of the goods by signature, stamp or notation by the carrier or a named agent for or on behalf of the carrier.

Any signature, stamp or notation of receipt of the goods by the carrier or agent must be identified as that of the carrier or agent.

Any signature, stamp or notation of receipt of the goods by the agent must indicate that the agent has signed or acted for or on behalf of the carrier.

If a rail transport document does not identify the carrier, any signature or



stamp of the railway company will be accepted as evidence of the document being signed by the carrier.

ii. indicate the date of shipment or the date the goods have been received for shipment, dispatch or carriage at the place stated in the credit. Unless the transport document contains a dated reception stamp, an indication of the date of receipt or a date of shipment, the date of issuance of the transport document will be deemed to be the date of shipment.

iii. indicate the place of shipment and the place of destination stated in the credit.

b. i. A road transport document must appear to be the original for consignor or shipper or bear no marking indicating for whom the document has been prepared.

ii. A rail transport document marked "duplicate" will be accepted as an original.

iii. A rail or inland waterway transport document will be accepted as an original whether marked as an original or not.

c. In the absence of an indication on the transport document as to the number of originals issued, the number presented will be deemed to constitute a full set.

d. For the purpose of this article, transshipment means unloading from one



means of conveyance and reloading to another means of conveyance, within the same mode of transport, during the carriage from the place of shipment, dispatch or carriage to the place of destination stated in the credit.

e. i. A road, rail or inland waterway transport document may indicate that the goods will or may be transhipped provided that the entire carriage is covered by one and the same transport document.

ii. A road, rail or inland waterway transport document indicating that transshipment will or may take place is acceptable, even if the credit prohibits transshipment.

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Article 25 Courier Receipt, Post Receipt or Certificate of Posting

a. A courier receipt, however named, evidencing receipt of goods for transport, must appear to:

i. indicate the name of the courier service and be stamped or signed by the named courier service at the place from which the credit states the goods are to be shipped; and

ii. indicate a date of pick-up or of receipt or wording to this effect. This date will be deemed to be the date of shipment.

b. A requirement that courier charges are to be paid or prepaid may be satisfied by a transport document issued by a courier service evidencing that

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courier charges are for the account of a party other than the consignee.

c. A post receipt or certificate of posting, however named, evidencing receipt of goods for transport, must appear to be stamped or signed and dated at the place from which the credit states the goods are to be shipped. This date will be deemed to be the date of shipment.

Article 26 "On Deck", "Shipper's Load and Count", "Said by Shipper to Contain" and Charges Additional to Freight

a. A transport document must not indicate that the goods are or will be loaded on deck. A clause on a transport document stating that the goods may be loaded on deck is acceptable.

b. A transport document bearing a clause such as "shipper's load and count" and "said by shipper to contain" is acceptable.

c. A transport document may bear a reference, by stamp or otherwise, to charges additional to the freight.

Article 27 Clean Transport Document

A bank will only accept a clean transport document. A clean transport document is one bearing no clause or notation expressly declaring a defective condition of the goods or their packaging. The word "clean" need not appear on a transport document, even if a credit has a requirement for



that transport document to be “clean on board”.

Article 28 Insurance Document and Coverage

a. An insurance document, such as an insurance policy, an insurance certificate or a declaration under an open cover, must appear to be issued and signed by an insurance company, an underwriter or their agents or their proxies.

Any signature by an agent or proxy must indicate whether the agent or proxy has signed for or on behalf of the insurance company or underwriter.

b. When the insurance document indicates that it has been issued in more than one original, all originals must be presented.

c. Cover notes will not be accepted.

d. An insurance policy is acceptable in lieu of an insurance certificate or a declaration under an open cover.

e. The date of the insurance document must be no later than the date of shipment, unless it appears from the insurance document that the cover is effective from a date not later than the date of shipment.

f. i. The insurance document must indicate the amount of insurance coverage and be in the same currency as the credit.

ii. A requirement in the credit for insurance coverage to be for a percentage

of the value of the goods, of the invoice value or similar is deemed to be the minimum amount of coverage required.

If there is no indication in the credit of the insurance coverage required, the amount of insurance coverage must be at least 110% of the CIF or CIP value of the goods.

When the CIF or CIP value cannot be determined from the documents, the amount of insurance coverage must be calculated on the basis of the amount for which honour or negotiation is requested or the gross value of the goods as shown on the invoice, whichever is greater.

iii. The insurance document must indicate the risks are covered at least between the place of taking in charge or shipment and the place of discharge or final destination as stated in the credit.

g. A credit should state the type of insurance required and, if any, the additional risks to be covered. An insurance document will be accepted without regard to any risks that are not covered if the credit uses imprecise terms such as “usual risks” or “customary risks”.

h. When a credit requires insurance against “all risks” and an insurance document is presented containing any “all risks” notation or clause, whether or not bearing the heading “all risks”, the insurance document will be accepted without regard to any risks stated to be excluded.

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- i. An insurance document may contain reference to any exclusion clause.
 - j. An insurance document may indicate that the cover is subject to a franchise or excess (deductible).

Article 29 Extension of Expiry Date or Last Day for Presentation

a. If the expiry date of a credit or the last day for presentation falls on a day when the bank to which presentation is to be made is closed for reasons other than those referred to in article 36, the expiry date or the last day for presentation, as the case may be, will be extended to the first following banking day.

b. If presentation is made on the first following banking day, a nominated bank must provide the issuing bank or confirming bank with a statement on its covering schedule that the presentation was made within the time limits extended in accordance with sub-article 29 (a).

c. The latest date for shipment will not be extended as a result of sub-article 29 (a).

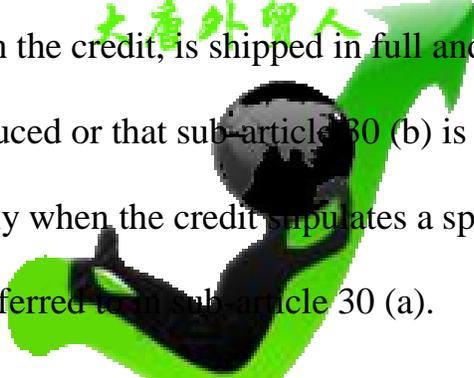
Article 30 Tolerance in Credit Amount, Quantity and Unit Prices

a. The words "about" or "approximately" used in connection with the amount of the credit or the quantity or the unit price stated in the credit are

to be construed as allowing a tolerance not to exceed 10% more or 10% less than the amount, the quantity or the unit price to which they refer.

b. A tolerance not to exceed 5% more or 5% less than the quantity of the goods is allowed, provided the credit does not state the quantity in terms of a stipulated number of packing units or individual items and the total amount of the drawings does not exceed the amount of the credit.

c. Even when partial shipments are not allowed, a tolerance not to exceed 5% less than the amount of the credit is allowed, provided that the quantity of the goods, if stated in the credit, is shipped in full and a unit price, if stated in the credit, is not reduced or that sub-article 30 (b) is not applicable. This tolerance does not apply when the credit stipulates a specific tolerance or uses the expressions referred to in sub-article 30 (a).


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Article 31 Partial Drawings or Shipments

a. Partial drawings or shipments are allowed.

b. A presentation consisting of more than one set of transport documents evidencing shipment commencing on the same means of conveyance and for the same journey, provided they indicate the same destination, will not be regarded as covering a partial shipment, even if they indicate different dates of shipment or different ports of loading, places of taking in charge or

dispatch. If the presentation consists of more than one set of transport documents, the latest date of shipment as evidenced on any of the sets of transport documents will be regarded as the date of shipment.

A presentation consisting of one or more sets of transport documents evidencing shipment on more than one means of conveyance within the same mode of transport will be regarded as covering a partial shipment, even if the means of conveyance leave on the same day for the same destination.

c. A presentation consisting of more than one courier receipt, post receipt or certificate of posting will not be regarded as a partial shipment if the courier receipts, post receipts or certificates of posting appear to have been stamped or signed by the same courier or postal service at the same place and date and for the same destination.



Article 32 Instalment Drawings or Shipments

If a drawing or shipment by instalments within given periods is stipulated in the credit and any instalment is not drawn or shipped within the period allowed for that instalment, the credit ceases to be available for that and any subsequent instalment.

Article 33 Hours of Presentation

A bank has no obligation to accept a presentation outside of its banking hours.

Article 34 Disclaimer on Effectiveness of Documents

A bank assumes no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document, or for the general or particular conditions stipulated in a document or superimposed thereon; nor does it assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods, services or other performance represented by any document, or for the good faith or acts, omissions, solvency, performance or standing of the consignor, the carrier, the forwarder, the consignee or the insurer of the goods or any other person.



Article 35 Disclaimer on Transmission and Translation

A bank assumes no liability or responsibility for the consequences arising out of delay, loss in transit, mutilation or other errors arising in the transmission of any messages or delivery of letters or documents, when such messages, letters or documents are transmitted or sent according to the

requirements stated in the credit, or when the bank may have taken the initiative in the choice of the delivery service in the absence of such instructions in the credit.

If a nominated bank determines that a presentation is complying and forwards the documents to the issuing bank or confirming bank, whether or not the nominated bank has honoured or negotiated, an issuing bank or confirming bank must honour or negotiate, or reimburse that nominated bank, even when the documents have been lost in transit between the nominated bank and the issuing bank or confirming bank, or between the confirming bank and the issuing bank.

A bank assumes no liability or responsibility for errors in translation or interpretation of technical terms and may transmit credit terms without translating them.


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Article 36 Force Majeure

A bank assumes no liability or responsibility for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, acts of terrorism, or by any strikes or lockouts or any other causes beyond its control.

A bank will not, upon resumption of its business, honour or negotiate under

a credit that expired during such interruption of its business.

Article 37 Disclaimer for Acts of an Instructed Party

a. A bank utilizing the services of another bank for the purpose of giving effect to the instructions of the applicant does so for the account and at the risk of the applicant.

b. An issuing bank or advising bank assumes no liability or responsibility should the instructions it transmits to another bank not be carried out, even if it has taken the initiative in the choice of that other bank.

c. A bank instructing another bank to perform services is liable for any commissions, fees, costs or expenses (“charges”) incurred by that bank in connection with its instructions.

If a credit states that charges are for the account of the beneficiary and charges cannot be collected or deducted from proceeds, the issuing bank remains liable for payment of charges.

A credit or amendment should not stipulate that the advising to a beneficiary is conditional upon the receipt by the advising bank or second advising bank of its charges.

d. The applicant shall be bound by and liable to indemnify a bank against all obligations and responsibilities imposed by foreign laws and usages.

Article 38 Transferable Credits

a. A bank is under no obligation to transfer a credit except to the extent and in the manner expressly consented to by that bank.

b. For the purpose of this article:

Transferable credit means a credit that specifically states it is “transferable”.

A transferable credit may be made available in whole or in part to another beneficiary (“second beneficiary”) at the request of the beneficiary (“first beneficiary”).

Transferring bank means a nominated bank that transfers the credit or, in a credit available with any bank, a bank that is specifically authorized by the issuing bank to transfer and that transfers the credit. An issuing bank may be a transferring bank. www.chinaexporterassociation.com

Transferred credit means a credit that has been made available by the transferring bank to a second beneficiary.

c. Unless otherwise agreed at the time of transfer, all charges (such as commissions, fees, costs or expenses) incurred in respect of a transfer must be paid by the first beneficiary.

d. A credit may be transferred in part to more than one second beneficiary provided partial drawings or shipments are allowed.

A transferred credit cannot be transferred at the request of a second beneficiary to any subsequent beneficiary. The first beneficiary is not considered to be a subsequent beneficiary.

e. Any request for transfer must indicate if and under what conditions amendments may be advised to the second beneficiary. The transferred credit must clearly indicate those conditions.

f. If a credit is transferred to more than one second beneficiary, rejection of an amendment by one or more second beneficiary does not invalidate the acceptance by any other second beneficiary, with respect to which the transferred credit will be amended accordingly. For any second beneficiary that rejected the amendment, the transferred credit will remain unamended.

g. The transferred credit must accurately reflect the terms and conditions of the credit, including confirmation, if any, with the exception of:

- the amount of the credit,
 - any unit price stated therein,
 - the expiry date,
 - the period for presentation, or
 - the latest shipment date or given period for shipment,
- any or all of which may be reduced or curtailed.

The percentage for which insurance cover must be effected may be increased

to provide the amount of cover stipulated in the credit or these articles.

The name of the first beneficiary may be substituted for that of the applicant in the credit.

If the name of the applicant is specifically required by the credit to appear in any document other than the invoice, such requirement must be reflected in the transferred credit.

h. The first beneficiary has the right to substitute its own invoice and draft, if any, for those of a second beneficiary for an amount not in excess of that stipulated in the credit, and upon such substitution the first beneficiary can draw under the credit for the difference, if any, between its invoice and the invoice of a second beneficiary.

i. If the first beneficiary is to present its own invoice and draft, if any, but fails to do so on first demand, or if the invoices presented by the first beneficiary create discrepancies that did not exist in the presentation made by the second beneficiary and the first beneficiary fails to correct them on first demand, the transferring bank has the right to present the documents as received from the second beneficiary to the issuing bank, without further responsibility to the first beneficiary.

j. The first beneficiary may, in its request for transfer, indicate that honour or negotiation is to be effected to a second beneficiary at the place to which

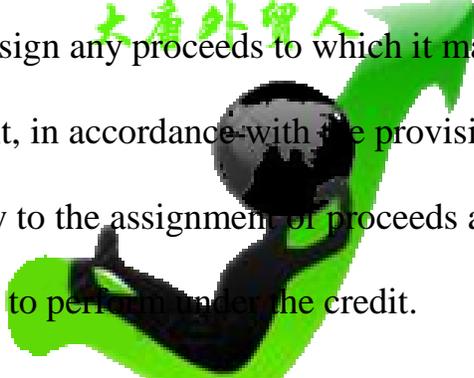
the credit has been transferred, up to and including the expiry date of the credit. This is without prejudice to the right of the first beneficiary in accordance with subarticle 38 (h).

k. Presentation of documents by or on behalf of a second beneficiary must be made to the transferring bank.

Article 39 Assignment of Proceeds

The fact that a credit is not stated to be transferable shall not affect the right of the beneficiary to assign any proceeds to which it may be or may become entitled under the credit, in accordance with the provisions of applicable law.

This article relates only to the assignment of proceeds and not to the assignment of the right to perform under the credit.



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第一条 UCP的适用范围

《跟单信用证统一惯例——2007年修订本，国际商会第600号出版物》（简称“UCP”）乃一套规则，适用于所有的其文本中明确表明受本

惯例约束的跟单信用证（下称信用证）（在其可适用的范围内，包括备用信用证。）除非信用证明明确修改或排除，本惯例各条文对信用证所有当事人均具有约束力。

第二条 定义

就本惯例而言

通知行 指应开证行的要求通知信用证的银行。

申请人 指要求开立信用证的一方。

银行工作日 指银行在其履行受本惯例约束的行为的地点通常开业的一天。

受益人 指接受信用证并享受其利益的一方。

相符交单 指与信用证条款、本惯例的相关适用条款以及国际标准银行实务一致的交单。

保兑 指保兑行在开证行承诺之外做出的承付或议付相符交单的确
定承诺。

保兑行 指根据开证行的授权或要求对信用证加具保兑的银行。

信用证 指一项不可撤销的安排，无论其名称或描述如何，该项安排构成开证行对相符交单予以交付的确定承诺。

承付 指：

- a.如果信用证为即期付款信用证，则即期付款。
- b.如果信用证为延期付款信用证，则承诺延期付款并在承诺到期日付款。
- c.如果信用证为承兑信用证，则承兑受益人开出的汇票并在汇票到期日付款。

开证行 指应申请人要求或者代表自己开出信用证的银行。

议付 指指定银行在相符交单下，在其应获偿付的银行工作日当天或之

前向受益人预付或者同意预付款项，从而购买汇票（其付款人为指定银行以外的其他银行）及/或单据的行为。

指定银行 指信用证可在其处兑用的银行，如信用证可在任一银行兑用，则任何银行均为指定银行。

交单 指向开证行或指定银行提交信用证项下单据的行为，或指按此方式提交的单据。

交单人 指实施交单行为的受益人、银行或其他人。

第三条 解释

就本惯例而言：

如情形适用，**单数词形包含复数含义，复数词形包含单数含义。**

信用证是不可撤销的，即使未如此表明。

单据签字可用手签、摹样签字、穿孔签字、印戳、符合或任何其他机械或电子的证实方法为之。

诸如单据须履行法定手续、**签字、印戳**等类似要求，可由单据上任何看似满足该要求的签字、标记、戳或标签来满足。

一家银行在不同国家的分支机构被视为不同的银行。

用诸如“第一流的”、“著名的”、“合格的”、“独立的”、“正式的”、“有资格的”或“本地的”等词语描述单据的出单人时，允许除受益人之外的任何人出具该单据。

除非要求在单据中使用，否则诸如“迅速地”、“立刻地”或“尽快地”等词语将被不予理会。

“在或大概在（on or about）”或类似用语将被视为规定事件发生在指定日期的前后五个日历日之间，起讫日期计算在内。“至（to）”、“直至（until、till）”、“从……开始（from）”及“在……之间（between）”等词用于确

定发运日期时包含提及的日期，使用“在……之前（before）”及“在……之后（after）”时则不包含提及的日期。

“从……开始（from）”及“在……之后（after）”等词用于确定到期日期时不包含提及的日期。

“前半月”及“后半月”分别指一个月的第一日到第十五日及第十六日到该月的最后一日，起讫日期计算在内。

一个月的“开始（beginning）”、“中间（middle）”及“末尾（end）”分别指第一到第十日、第十一日到第二十日及第二十一日到该月的最后一日，起讫日期计算在内。

第四条 信用证与合同

a.就其性质而言，信用证与可能作为其开立基础的销售合同或其他合同是相互独立的交易，即使信用证中含有对此类合同的任何援引，银行也与该合同无关，且不受其约束。因此，银行关于承付、议付或履行信用证项下其他义务的承诺，不受申请人基于与开证行或与受益人之间的关系而产生的任何请求或抗辩的影响。

受益人在任何情况下不得利用银行之间或申请人与开证行之间的合同关系。

b.开证行应劝阻申请人试图将基础合同、形式发票等文件作为信用证组成部分的做法。

第五条 单据与货物、服务或履约行为

银行处理的是单据，而不是单据可能涉及的货物、服务或履约行为。

第六条 兑用方式、截止日和交单地点

a.信用证必须规定可在其处兑用的银行，或是否可在任一银行兑用。规定在指定解行兑用的信用证同时也可以在开证行兑用。

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- b.信用证必须规定其是以即付款、延期付款，承兑还是议付的方式兑用。
 - c.信用证不得开成凭以申请人为付款人的汇票兑用。
 - di.信用证必须定一个交单的截止日。规定的承付或议付的截止日将被视为交单的截止日。
 - ii.可在其处兑用信用证的银行所在地即为交单地点。可在任一银行兑用的信用证其交单地点为任一银行所在地。除规定的交单地点外，开证行所在地也是交单地点。
 - e.除非如第二十九条 a 款规定的情形，否则受益人或者代表受益人的交单应截止日当天或之前完成。

第七条 开证行责任

大唐外贸人

- a.只要规定的单据提交给指定银行或开证方，并且构成相符交单，则开证行必须承付，如果信用证为以下情形之一：
 - i.信用证规定由开证行即期付款，延期付款或承兑；
 - ii.信用证规定由指定银行即期付款但其未付款；
 - iii.信用证规定由指定银行延期付款但其未承诺延期付款，或虽已承诺延期付款，但未在到期日付款；
 - iv.信用证规定由指定银行承兑，但其未承兑以其为付款人的汇票，或虽然承兑了汇票，但未在到期日付款。
 - v.信用证规定由指定银行议付但其未议付。
- b.开证行自开立信用证之时起即不可撤销地承担承付责任。
- c.指定银行承付或议付相符交单并将单据转给开证行之后，开证行即承担偿付该指定银行的责任。**对承兑或延期付款信用证下相符合单金额的偿付应在到期日办理，无论指定银行是否在到期日之前预付或购买了单**

据，开证行偿付指定银行的责任独立于开证行对受益人的责任。第八条
保兑行责任

a.只要规定的单据提交给保兑行，或提交给其他任何指定银行，并且构成相符交单，保兑行必须：

i.承付，如果信用证为以下情形之一：

a) 信用证规定由保兑行即期付款、延期付款或承兑；

b) 信用证规定由另一指定银行延期付款，但其未付款；

c) 信用证规定由另一指定银行延期付款，但其未承诺延期付款，或虽已承诺延期付款但未在到期日付款；

d) 信用证规定由另一指定银行承兑，但其未承兑以其为付款人的汇票，或虽已承兑汇票未在到期日付款；

e) 信用证规定由另一指定银行议付，但其未议付。

ii.无追索权地议付，如果信用证规定由保兑行议付。

b.保兑行自对信用证加具保兑之日起，不可撤销地承担承付或议付的责任。

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c.其他指定银行承付或议付相符交单并将单据转往保兑行之后，保兑行即承担偿付该指定银行的责任。对承兑或延期付款信用证下相符交单金额的偿付应在到期日办理，无论指定银行是否在到期日之前预付或购买了单据。保兑行偿付指定银行的责任独立于保兑行对受益人的责任。

d.如果开证行授权或要求一银行对信用证加具保兑，而其并不准备照办，则其必须毫不延误地通知开证行，并可通知此信用证而不加保兑。

第九条 信用证及其修改的通知

a.信用证及其任何修改可以经由通知行通知给受益人。非保兑行的通知行通知信用及修改时不承担承付或议付的责任。

b.通知行通知信用证或修改的行为表示其已确信信用证或修改的表面真实性，而且其通知准确地反映了其收到的信用证或修改的条款。

c.通知行可以通过另一银行（“**第二通知行**”）向受益人通知信用证及修改。第二通知行通知信用证或修改的行为表明其已确信收到的通知的表面真实性，并且其通知准确地反映了收到的信用证或修改的条款。

d.经由通知行或第二通知行通知信用证的银行必须经由同一银行通知其后的任何修改。

e.如一银行被要求通知信用证或修改但其决定不予通知，则应毫不延误地告知自其处收到信用证、修改或通知的银行。

f.如一银行被要求通知信用证或修改但其不能确信信用证、修改或通知的表面真实性，则应毫不延误地通知看似从其处收到指示的银行。如果通知行或第二通知行决定仍然通知信用证或修改，则应告知受益人或第二通知行其不能确信信用证、修改或通知的表面真实性。

第十条 修改

a.除第三十八条别有规定者外，未经开证行、保兑行（如有的话）及受益人同意，信用证即不得修改，也不得撤销。

b.开证行自发出修改之时起，即不可撤销地受其约束。保兑行可将其保兑扩展至修改，并自通知该修改时，即不可撤销地受其约束。但是，保兑行可以选择将修改通知受益人而不对其加具保兑。若然如此，其必须毫不延误地将此告知开证行，并在其给受益人的通知中告知受益人。

c.在受益人告知通知修改的银行其接受该修改之前，原信用证（或含有先前被接受的修改的信用证）的条款对受益人仍然有效。受益人应提供接受或拒绝修改的通知。如果受益人未能给予通知，当交单与信用证以及尚未表示接受的修改的要求一致时，即视为受益人已作出接受修改的

通知，并且从此时起，该信用证被修改。

d.通知修改的银行应将任何接受或拒绝的通知转告发出修改的银行。

e.对同一修改的内容不允许部分接受，部分接受将被视为拒绝修的通知。

f.修改中关于除非受益人在某一时间内拒绝修改否则修改生效的规定应被不予理会。

第十一条 电讯传输的和预先通知的信用证和修改

a.以经证实的电讯方式发出的信用证或信用证修改即被视为有效的用证或修改文据，任何后续的邮寄确认书应被不予理会。

如电讯声明“详情后告”(或类似用语)或声明以邮寄确认书为有效信用证或修改，则该电讯不被视为有效信用证或修改。开证行必须随即不迟延地开立有效信用证或修改，其条款不得与该电讯矛盾。

b.开证行只有在准备开立有效信用证或作出有效修改时，才可以发出关于开立或修改信用证的初步通知(预先通知)。开证行作出该预先通知，即不可撤销地保证不迟延地开立或修改信用证，且其条款不能与预先通知相矛盾。

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第十二条 指定

a.除非指定银行为保兑行，对于承付或议付的授权并不赋予指定银行承付或议付的义务，除非该指定银行明确表示同意并且告知受益人。

b.开证行指定一银行承兑汇票或做出延期付款承诺，即为授权该指定银行预付或购买其已承兑的汇票或已做出的延期付款承诺。

c.非保兑行的指定银行收到或审核并转递单据的行为并不使其承担承付或议付的责任，也不构成其承付或议付的行为。

第十三条 银行之间的偿付安排

a.如果信用证规定指定银行(“索偿行”)向另一方(“偿付行”)获取偿

付时，必须同时规定该偿付是否按信用证开立时有效的 ICC 银行间偿付规则进行。

b.如果信用证没有规定偿付遵守 ICC 银行间偿付规则，则按照以下规定：

i.开证行必须给予偿付行有关偿付的授权，授权应符合信用证关于兑用方式的规定，且不应设定截止日。

ii.开证行不应要求索偿行向偿付行提供与信用证条款相符的证明。

iii.如果偿付行未按信用证条款见索即偿，开证行将承担利息损失以及产生的任何其他费用。

iv.偿付行的费用应由开证行承担。然而，如果此项费用由受益人承担，开证行有责任有信用证及偿付授权中注明。如果偿付行的费用由受益人承担，该费用应在偿付时从付给索偿行的金额中扣取。如果偿付未发生，偿付行的费用仍由开证行负担。

c.如果偿付行未能见索即偿，开证行不能免除偿付责任。

第十四条 单据审核标准

a.按指定行事的指定银行、保兑行（如果有的话）及开证行须审核交单，并仅基于单据本身确定其是否在表面上构成相符交单。

b.按指定行事的指定银行、保兑行（如有的话）及开证行各有从交单次日起至多五个银行工作日用以确定交单是否相符。这一期限不因在交单日当天或之后信用证截止日或最迟交单日届至而受到缩减或影响。

c.如果单据中包含一份或多份受第十九、二十、二十一、二十二、二十三、二十四或二十五条规制的正本运输单据，则须由受益人或其他表在不迟于本惯例所指的发运日之后的二十一个日历日内交单，但是在任何情况下都不得迟于信用证的截止日。

d.单据中的数据，在与信用证、单据本身以及国际标准银行实务参照解

读时，无须与该单据本身中的数据，其他要求的单据或信用证中的数据等同一致、但不得得矛盾。

e.除商业发票外，其他单据中的货物、服务或履约行为的描述，**如果有**的话，可使用与信用证中的描述不矛盾的概括性用语。

f.如果信用证要求提交运输单据、保险单据或者商业发票之外的单据，**却未规定出单人或其数据内容**，则**只要提交的单据内容看似满足所要求单据的功能**，且其他方面符合第十四条 d 款，银行将接受该单据。

g.提交的非信用证所要求的单据将被**不予理会**，并可被退还给交单人。

h.如果信用证含有一项条件，但未规定用以表明该条件得到满足的单据，银行将视为未作规定并**不予理会**。

i.单据日期可以早于信用证的开立日期，但不得晚于交单日期。

j.当受益人和申请人的地址出现在任何规定的单据中时，无须与信用证或其他规定单据中所载相同，但必须与信用证中规定的相应地址同在一国。联络细节（传真、电话、电子邮件及类似细节）作为受益人和申请人地址的一部分时将被**不予理会**。然而，如果申请人的地址和联络细节为第十九、二十、二十一、二十二、二十三、二十四或二十五条规定的运输单据上的收货人或通知方细节的一部分时，应与信用证规定的相同。

k.在任何单据中注明的托运人或发货人无须为信用证的受益人。

l.运输单据可以由任何人出具，无须为承运人、船东、船长或租船人，只要其符合第十九、二十、二十一、二十二、二十三或二十四条的要求。

第十五条 相符交单

a.当开证行确定交单相符时，必须承付。

b.当保兑行确定交单相符时，必须承付或者议付并将单据转递给开证行。

c.当指定银行确定交单相符并承付或议付时，必须将单据转递给保兑行或开证行。

第十六条 不符单据、放弃及通知

a.当按照指定行事的指定银行、保兑行（如有的话）或者开证行确定交单不符时，可以拒绝承付或议付。

b.当开证行确定交单不符时，可以自行决定联系申请人放弃不符点。然而这并不能延长第十四条 b 款所指的期限。

c.当按照指定行事的指定银行、保兑行（如有的话）或开证行决定拒绝承付或议付时，必须给予交单人一份单独的拒付通知。

该通知必须声明：

i.银行拒绝承付或议付：及

ii.银行拒绝承付或者议付所依据的每一个不符点：及

iii.a) 银行留存单据听候交单人的进一步指示：或者

b)开证行留存单据直到其从申请人处接到放弃不符点的通知并同意接受该放弃，或者其同意接受对不符点的放弃之前从交单人处收到其进一步指示：或者

c)银行将退回单据：或者

d)银行将按之前从交单人处获得的指示处理。

d.第十六条 c 款要求的通知必须以电讯方式、如不可能，则以其他快捷方式，在不迟于自交单之翌日起第五个银行工作日结束前发出。

e.按照指定行事的指定银行、保兑行（如有的话）或开证行在按照第十六条 c 款 iii 项 a) 发出了通知后，可以在任何时候单据退还交单人。

f.如果开证行或保兑行未能按照本条行事，则无权宣称交单不符。

g.当开证行拒绝承付或保兑行拒绝承付或者议付，并且按照本条发出了

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拒付通知后，有权要求返还已偿付的款项及利息。

第十七条 正本单据及副本

- a. 信用证规定的每一种单据须至少提交一份正本。
- b. 银行应将任何带有看似出单人的原始签名、标记、印戳或标签的单据视为正本单据，除非单据本身表明其非正本。
- c. 除非单据本身另有说明，在以下情况下，银行也将其视为正本单据：
 - i. 单据看似由出单人手写、打字、穿孔或盖章：或者
 - ii. 单据看似使用出单人的原始信纸出具：或者
 - iii. 单据声明其为正本单据，除非该声明看似不适用于提交的单据。
- d. 如果信用证使用诸如“一式两份 (in duplicate)”、“两份 (in two fold)”、“两套 (in two copies)”等用语要求提交多份单据，则提交至少一份正本，其余使用副本即可满足要求，除非单据本身另有说明。

第十八条 商业发票

- a. 商业发票：
 - i. 必须看似由受益人出具（第三十八条规定的情形除外）：
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 - ii. 必须出具成以申请人为抬头（第三十八条 g 款规定的情形除外）；
 - iii. 必须与信用证的货币相同：且
 - iv. 无须签名
- b. 按指定行事的指定银行、保兑行（如有的话）或开证行可以接受金额大于信用证允许金额的商业发票，其决定对有关各方均有约束力，只要该银行对超过信用证允许金额的部分未作承付或者议付。
- c. 商业发票上的货物、服务或履约行为的描述应该与信用证中的描述一致。

第十九条 涵盖至少两种不同运输方式的运输单据

a.涵盖至少两种不同运输方式的运输单据（多式或联合运输单据），无论名称如何，必须看似：

i.表明承运人名称并由以下人员签署：

*承运人或其具名代理人，或

*船长或其具名代理人。

承运人、船长或代理人的任何签字，必须标明其承运人、船长或代理人的身份。

代理人签字必须表明其系代表承运人还是船长签字。

ii.通过以下方式表明货物已经在信用证规定的地点发送，接管或已装船。

*事先印就在文字、或者

*表明货物已经被发送、接管或装船日期的印戳或批注。

运输单据的出具日期将被视为发送、接管或装船日期，也即发运的日期。然而如单据以印戳或批注的方式表明了发送、接管或装船日期，该日期将被视为发运日期。

iii.表明信用证规定的发送、接管或发运地点，以及最终目的地、即使：

a)该运输单据另外还载明了一个不同的发送、接管或发运地点或最终目的地，或者。

b)该运输单据载有“预期的”或类似的关于船只，装货港或卸货港的限定语。

iv.为唯一的正本运输单据、或者、如果出具为多份正本，则为运输单据中表明的全套单据。

v.载有承运条款和条件，或提示承运条款和条件参见别处（简式/背面

空白的运输单据)。银行将不审核承运条款和条件的内容。

vi.未表明受租船合同约束。

b.就本条而言，转运指在从信用证规定的发送，接管或者发运地点最终目的地的运输过程中从某一运输工具上卸下货物并装上另一运输工具的行为（无论其是否为不同的运输方式）。

c.i.运输单据可以表明货物将要或可能被转运，只要全程运输由同一运输单据涵盖。

ii.即使信用证禁止转运，注明将要或者可能发生转运的运输单据仍可接受。

第二十条 提单

a.提单，无论名称如何，必须看似：

i.表明承运人名称，并由下列人员签署

*承运人或其具名代理人，或者

*船长或其具名代理人。

承运人，船长或代理人的任何签字必须标明其承运人，船长或代理人的身份。

代理人的任何签字心须标明其系代表承运人还是船长签字。

ii.通过以下方式表明货物已在信用证规定的装货港装上具名船只：

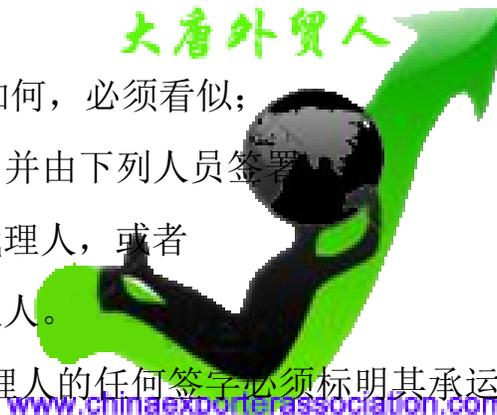
*预先印就的文字，或

*已装船批注注明货物的装运日期。

提单的出具日期将被视为发运日期，除非提单载有表明发运日期的已装船批注，此时已装船批注中显示的日期将被视为发运日期。

如果提单载有“预期船只”或类似的关于船名的限定语，则需以已装船批注明确发运日期以及实际船名。

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iii.表明货物从信用证规定的装货港发运至卸货港。

如果提单没有表明信用证规定的装货港为装货港，或者其载有“预期的”或类似的关于装货港的限定语，则需以已装船批注表明信用证规定的装货港、发运日期以及实际船名。即使提单以事先印就的文字表明了货物已装载或装运于具名船只、本规定仍适用。

iv.为唯一的正本提单，或如果以多份正本出具，为提单吉表明的全套正本。

v.载有承运条款和条件，或提示承运条款和条件参见别外（简式/背面空白的提单）。银行将不审核承运条款和条件的内容。

vi.未表明受租船合同约束。

b.就本条而言，转运系指在信用证规定的装货港到卸货港之间的运输过程中，将货物从船卸下并再装上另一艘船为。

c.i.提单可以表明货物将要或可能被转运，只要全程运输由同一提单涵盖。

ii.即使信用证禁止转运，注明将要或可能发生转运的提单仍可接受，只要其表明货物由集装箱、拖车或子船运输。

d.提单中声明承运人保留转运权利的条款将被不予理会。

第二十一条 不可转让的海运单

a.不可转让的海运单，无论名称如何，必须看似：

i.表明承运人名称并由下列人员签署：

*承运人或其具名代理人，或者

*船长或其具名代理人。

承运人、船长或代理人的任何签字必须标明其承运人、船长或代理人的身份。

代理签字必须标明其系代表承运人还是船长签定。

ii.通过以下方式表明货物已在信用证规定的装货上具名船只：

*预先印就的文字、或者

*已装船批注表明货物的装运日期。

不可转让海运单的出具日期将被视为发运日期，除非其上带有已装船批注注明发运日期，此明已装船批注注明的日期将被视为发运日期。

如果不可转让海运单载有“预期船只”或类似的关于船名的限定语，则需要以已装船批注表明发运日期和实际船只。

iii.表明货物从信用证规定的装货港发运至卸货港。

如果不可转让海运单未以信用证规定的装货港为装货港，或者如果其载有“预期的”或类似的关于装货港的限定语，则需要以已装船批注表明信用证规定的装货港、发运日期和船名。即使不可转让海运单以预先印就的文字表明货物已由具名船只装载或装运，本规定也适用。

iv.为唯一的正本不可转让海运单。如果以多份正本出具，为海运单上注明的全套正本。
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v.载有承运条款的条件，或提示承运条款和条件参见别处（简式/背面空白的海运单）。银行将不审核承运条款和条件的内容。

vi.未注明受租船合同约束。

b.就本条而言，转运系指在信用证规定的装货港到卸货之间的运输过程中，将货物从船卸下并装上另一船的行为。

c.i.不可转让海运单可以注明货物将要或可能被转运，只要全程运输由同一海运单涵盖。

ii.即使信用证禁止转运，注明转运将要或可能发生的不可转让的海运单仍可接受，只要其表明货物装于集装箱，拖船或子船中运输。

d.不可转让的海运单中声明承运人保留转运权利条款将被不予理会。

第二十二条 租船合同提单

a.表明其受租船合同约束的提单（租船合同提单），无论名称如何，必须看似：

i.由以下员签署：

*船长或其具名代理人，或

*船东或其具有名代理人，或

*租船人或其具有名代理人。

船长、船东、租船人或代理人的任何签字必须标明其船长、船东、租船人或代理人的身份。

代理人签字必须表明其系代表船长，船东不是租船人签字。

代理人代表船东或租船人签字时必须注明船东或租船人的名称。

ii.通过以下方式表明货物已在信用证规定的装货港装上具名船只：

*预先印就的文字，或者

*已装船批注注明货物的装运日期

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租船合同提单的出具日期将被视为发运日期，除非租船合同提单载有已装船批注注明发运日期，此时已装船批注上注明的日期将被视为发运日期。

iii.表明货物从信用证规定的装货港台发运至卸货港。卸货港也可显示为信用证规定的港口范围或地理区域。

iv.为唯一的正本租船合同提单，或如以多份正本出具，为租船合同提单注明的全套正本。

b.银行将不审核租船合同，即使信用证要求提交租船合同。

第二十三条 空运单据

a. 空运单据，无论名称如何，必须看似：

i. 表明承运人名称，并由以下人员签署；

*承运人，或

*承运人的具名代理人。

承运人或其代理人的任何签字必须标明其承运人或代理人的身份。

代理人或其代理人的任何签字必须标明其承运人或代理人的身份。

代理人签字必须表明其系代表承运人签字。

ii. 表明货物已被收妥待运。

iii. 表明出具日期。该日期将被视为发运日期，除非空运单据载有专门批注注明实际发运日期，此时批注中的日期将被视为发运日期。

空运单据中其他与航班号和航班日期相关的信息将不被用来确定发运日期。

iv. 表明信用证规定的起飞机场和目的地机场。

v. 为开给发货人或托运人正本，即使信用证规定提交全套正本。

vi. 载有承运条款和条件，或提示条款和条件参别处。银行将不审核承运条款和条件的内容。

b. 就本条而言，转运是指在信用证规定的起飞机场到目的地机场的运输过程中，将货物从一飞机卸下再装上另一收音机的行为。

c. i. 空运单据可以注明货物将要或可能转运，只要全程运输由同一空运单据涵盖。

ii. 即使信用证禁止转运，注明将要或可能发生转运的空运单据仍可接受。

第二十四条 公路、铁路或内陆水运单据

a. 公路、铁路或内陆水运单据、无论名称如何、必须看似：

i.表明承运人名称：并且

*由承运人或其具名代理人签署，或者

*由承运人或其具名代理人以签字、印戳或批注表明货物收讫。

承运人或其具名代理人的收货签字、印戳或批注必须标明其承运人或代理人的身份。

代理人的收货签字，印戳或批注必须标明代理人系代理承运人签字或行事。

如果铁路运输单据没有指明承运人，可以接受铁路运输公司的任何签字或印戳作为承运人签署单据的证据。

ii.表明货物的信用规定地点的发运日期，或者收讫待运或待发送的日期。

运输单据的出具日期将被视为发运日期，除非运输单据上盖有带日期的收货印戳，或注明了收货日期或发运日期。

iii.表明信用证规定的发运地及目的地。

b.i.公路运输单据必须看似为承运人或托运人的正本，或没有任何标记表明单据开给何人。

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ii.注明“第二联”的铁路运输单据将被作为正本接受。

iii.无论是否注明正本字样，铁路或内陆水运单据都被作为正本接受。

c.如运输单据上未注明出具的正本数量，提交的份数即视为全套正本。

d.就本条而言，转运是指在信用证规定的发运、发送或运送的地点到目的地之间的运输过程中，在同一运输方式中从一运输工具卸下再装上另一运输工具的行为。

e.i.只要全程运输由同一运输单据涵盖、公路、铁路或内陆水运单据可以注明货物将要或可能被转运。

ii.即使信用证禁止转运，注明将要或可能发生转运的公路、铁路或内陆

水运单据仍可接受。

第二十五条 快递收据、邮政收据或投邮证明

a.证明货物收讫待运的快递收据，无论名称如何，必须看似：

i.表明快递机构的名称，并在信用证规定的货物物发运地点由该具名快递机构盖章或签字，并且

ii.表明取件或收件的日期或类似词语，该日期将被视为发运日期。

b.如果要求显示快递费用付讫或预付，快递机构出具的表明快递费由收货人以外的一方支付的运输单据可以满足该项要求。

c.证明货物收讫待运的邮政收据或投邮证明，无论名称如何，必须看似在信用证规定的货物发运地点盖章或签署并注明日期。该日期将被视为发运日期。

第二十六条 “货装舱面”、“托运人装载和计数”、“内容据托运人报称”及运费之外的费用。

a. 运输单据不得表明货物装于舱面。声明可能被装于舱面的运输单据条款可以接受。

b.载有诸如“托运人装载和计数”或“内容据托运人报称”条款的运输单据可以接受。

c.运输单据上可以以印戳或其他方法提及运费之外的费用。

第二十七条 清洁运输单据

银行只接受清洁运输单据，清洁运输单据指未载有明确宣称货物或包装有缺陷的条款或批注的运输单据。“清洁”一词并不需要在运输单据上出现，即使信用证要求运输单据为“清洁已装船”的。

第二十八条 保险单据及保险范围

a.保险单据、例如保险单或预约保险项下的保险证明书或者声明书，必

须看似由保险公司或承保人或其代理人或代表出具并签署。

b.如果保险单据表明其以多份正本出具，所有正本均须提交。

c.暂保单将不被接受。

d.可以接受保险单代预约保险项下的保险证明书或声明书。

e.保险单据日期不得晚于发运日期，除非保险单据表明保险责任不迟于发运日生效。

f.i.保险单据必须表明投保金额并以与信用证相同的货币表示。

ii.信用证对于投保金额为货特价值，发票金额或类似金额的某一比例的要求，将被视为对最低保额的要求。

如果信用证对投保金额未做规定，投保金额或类似金额的某一比例的要求，将被视为对最低保额要求。

如果信用证对投保金额未做规定，投保金额须至少为货物的 CIF 或 CIP 价格的 110%。

如果从单据中不能确定 CIF 或 CIP 价格，投保金额必须基于要求承付或议付的金额，或者基于发票上显示的货物总值来计算，两者之中取金额较高者。

iii.保险单据须表明承保的风险区间至少涵盖从信用证规定的货物接管地或发运地开始到卸货地或最终目的地为止。

g.信用证应规定所需投保的险别及附加险（如有的话）。如果信用证使用诸如“通常风险”或“惯常风险”等含义不确切的用语，则无论是否有漏保之风险，保险单据将被照样接受。

h.当信用证规定投保“一切险”时，如保险单据载有任何“一切险”批注或条款，无论是否有“一切险”标题，均将被接受，即使其声明任何风险除外。

i. 保险单据可以援引任何除外条款。

j. 保险单据可以注明受免赔率或免赔额（减除除额）约束。

第二十九条 截止日或最迟交单日的顺延

a. 如果信用证的截止日或最迟交单日适逢接受交单的银行非因第三十六条所述原因而歇业，则截止日或最迟交单日，视何者适用，将顺延至其重新开业的第一个银行工作日。

b. 如果在顺延后的第一个银行工作日交单，**指定银行必须在其致开证行或保兑行的面函中声明交单是在根据第二十九条 a 款顺延的期限内提交的。**

c. 最迟发运日不因第二十九条 a 款规定的原因而顺延。

第三十条 信用证金额、数量与单价的伸缩度

a. **“约”或“大约”用于信用证金额或信用证规定的数量或单价时，应解释为允许有关金额或数量或单价有不超过 10% 的增减幅度。**

b. 在信用证未以包装单位件数或货物自身件数的方式规定货物数量时，**货物数量允许有 5% 的增减幅度，只要总支取金额不超过信用证金额。**

c. 如果信用证规定了货物数量，而该数量已全部发运，及如果信用证规定了单价，而该单价又未降低，或当第三十条 b 款不适用时，则即使不允许部分装运，也允许支取的金额有 5% 的减幅。若信用证规定有特定的增减幅度或使用第三十条 a 款提到的用语限定数量，则该减幅不适用。

第三十一条 部分支款或部分发运

a. 允许部分支款或部分发运。

b. 表明使用**同一运输工具**并经由**同次航程**运输的**数套运输单据**在**同一次提交时**，**只要显示相同目的地**，**将不视为部分发运**，即使运输单据上表明的发运日期不同或装货港、接管地或发运地点不同。如果交单由数套

运输单据构成，其中最晚的一个发运日将被视为发运日。

含有一套或数套运输单据的交单，如果表明在同一种运输方式下经由数件运输工具运输，即使运输工具在同一天出发运往同一目的地，仍将被视为部分发运。

c.含有一份以上快递收据，邮政收据或投邮证明的交单，如果单据看似由同一快递或邮政机构在同一地点和日期加盖印戳或签字并且表明同一目的地，将不视为部分发运。

第三十二条 分期支款或分期发运

如信用证规定在指定的时间段内分期支款或分期发运，任何一期未按信用证规定期限支取或发运时，信用证对该期及以后各期均告失效。

第三十三条 交单时间

银行在其营业时间外无接受交单的义务。

第三十四条 关于单据有效性的免责

银行对任何单据的形式、充分性、准确性、内容真实性，虚假性或法律效力，或对单据中规定或添加的一般或特殊条件，概不负责；银行对任何单据所代表的货物，服务或其他履约行为的描述、数量、重量、品质、状况、包装、交付、价值或其存在与否、或对发货人、承运人、货运代理人、收货人、货物的保险人或其他任何人的诚信与否、作为或不作为，清偿能力、履约或资信状况，也概不负责。

第三十五条 关于信息传递和翻译的免责

当报文、信件或单据按照信用证的要求传输或发送时，或当信用证未证未作指示，银行自行选择传送服务时，银行对报文传输或信件或单据的递送过程中发生的延误、中途遗失、残缺或其他错误产生的后果，概不负责。

如果指定银行确定交单相符并将单据发往开证行或保兑行，无论指定银行是否已经承付或议付，开证行或保兑行必须承付或议付，或偿付指定银行，即使单据在指定银行送往开证行或保兑行的途中，或保兑行关往开证行的途中丢失。

银行对技术语的翻译或解释上的错误，不负责任，并可不加翻译地传送信用证条款。

第三十六条 不可抗力

银行对由于天灾、暴动、骚乱、叛乱、战争、恐怖主义行为或任何罢工、停工或其无法控制的任何其他原因导致的营业中断的后果，概不负责。

银行恢复营业时，对于在营业中断期间已逾期的信用证，不再进行承付或议付。

第三十七条 关于被指示方行为的免责

a.为了执行申请人的指示，银行利用其他银行的服务，其费用和 risk 由申请人承担。

b.即使银行自行选择了其他银行，如果发出的指示未被执行，开证行或通知行对此亦不负责。

c.指示另一银行提供服务的银行有责任负担被指示方因执行指示而发生的任何佣金、手续费、成本或开支（“费用”）。

如果信用证规定费用由受益人负担，而该费用未能收取或从信用证款项中扣除，开证行依然承担支付此费用的责任。

信用证或其修改不应规定向受益人的通知以通知行或第二通知行收到其费用为条件。

d.外国法律和惯例加诸于银行的一切义务和责任，申请人应受其约束，并就此对银行负补偿之责。

第三十八条 可转让信用证

a. 银行无办理信用证转让的义务，除非其明确同意。

b. 就本条而言：

可转让信用证系指特别注明“可转让（transferable）”字样的信用证。可转让信用证可应受益人（第一受益人）的要求转为全部或部分由另一受益人（第二受益人）兑用。

转让行系指办理信用证转让的指定银行，或当信用证规定可在任何银行兑用时，指开证行特别如此授权并实际办理转让的银行。开证行也可担任转让行。

已转让信用证指已由转让行转为可由第二受益人兑用的信用证。

c. 除非转让时另有约定，有关转让的所有费用（诸如佣金、手续费，成本或开支）须由第一受益人支付。

d. 只要信用证允许部分支款或部分发货，信用证可以分部分转让给数名第二受益人。

已转让信用证不得应第二受益人的要求转让给任何其后受益人。第一受益人不视为其后受益人。

e. 任何转让要求须说明是否允许及在何条件下允许将修改通知第二受益人。已转让信用证须明确说明该项条件。

f. 如果信用证转让给数名第二受益人，其中一名或多名第二受益人对信用证修改并不影响其他第二受益人接受修改。对接受者而言该已转让信用证即被相应修改，而对拒绝改的第二受益人而言，该信用证未被修改。

g. 已转让信用证须准确转载原证条款，包括保兑（如果有的话），但下列项目除外：

一 信用证金额

一规定的任何单价

一截止日

一交单期限，或

一最迟发运日或发运期间。

以上任何一项或全部均可减少或缩短。

必须投保的保险比例可以增加，以达到原人信用证或本惯例规定的保险金额。

可用第一受益人的名称替换原证中的开证申请人名称。

如果原证特别要求开证申请人名称应在除发票以外的任何单据出现时，已转让信用证必须反映该项要求。

h. 第一受益人有权以自己的发票和汇票（如有的话）替换第二受益人的发票的汇票，其金额不得超过原信用证的金额。经过替换后，第一受益人可在原信用证项下支取自己发票与第二受益人发票间的差价（如有的话）。

i. 如果第一受益人应提交其自己的发票和汇票（如有的话），但未能在第一次要求的照办，或第一受益人提交的发票导致了第二受益人的交单中本不存在的不符点，而其未能在第一次要求时修正，转让行有权将从第二受益人处收到的单据照交开证行，并不再对第一受益人承担责任。

j. 在要求转让时，第一受益人可以要求在信用证转让后的兑用地点，在原信用证的截止日之前（包括截止日），对第二受益人承付或议付。该规定并不得损害第一受益人在第三十八条 h 款下的权利。

k. 第二受益人或代表第二受益人的交单必须交给转让行。

第三十九条 款项让渡

信用证未注明可转让，并不影响受益人根据所适用的法律规定，将该信

用证项下其可能有权或可能将成为有权获得的款项让渡给他人的权利。
本条只涉及款项的让渡，而不涉及在信用证项下进行履行行为的权利让渡。

