

信用狀統一慣例—UCP600

2007 年修訂

國際商會第 600 號出版物(簡稱 UCP600)

2007 年 1 月 1 日實施

ICC Uniform Customs and Practice for Documentary Credits

(2007 REVISION)

ICC Publication No.600

in force as of January 1, 2007

UCP 600

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.

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.

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

第 1 條 信用狀統一慣例之適用

跟單信用狀統一慣例—2007 年修訂本，國際商會第 600 號出版物(簡稱“UCP”) 係一套規則，適用於所有經載入信用狀文本，明確表明受本慣例拘束之跟單信用狀(下稱信用狀)，及於其可適用之範圍內，包括擔保信用狀。除信用狀另有明示修改或排除外，本慣例各條文對信用狀所有當事人均具拘束力。

第 2 條 定義

就本慣例言：

「**通知銀行**」係指依開狀銀行之要求，而通知信用狀之銀行。

「**申請人**」係指請求開立信用狀之當事人。

「**銀行營業日**」係指適用本信用狀統一慣例之某一行為履行地點之銀行通常營業之日。

「**受益人**」係指簽發之信用狀中，享受其利益之當事人。

「**符合提示**」係指依照信用狀條件及條款、本統一慣例相關適用條款及國際標準銀行實務所為之提示。

「**承兌**」係指除開狀銀行之確定承諾

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

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.

外，承兌銀行對符合提示需負兌付或讓購之確定承諾。

「承兌銀行」係指經開狀銀行之授權或請求，對信用狀加具承兌之銀行。

「信用狀」係指一不可撤銷之安排，無論其名稱或描述如何，該安排構成開狀銀行對符合提示予以兌付之確定承諾。

「兌付」係指：

- a. 如信用狀為即期付款信用狀，則即期付款。
- b. 如信用狀為延期付款信用狀，則承擔延期付款並在承擔到期日付款。
- c. 如信用狀為承兌信用狀，則承兌受益人開出之匯票並在匯票到期日付款。

「開狀銀行」係指應申請人請求或代表本身簽發信用狀之銀行。

「讓購」係指在應予補償指定銀行之銀行營業日當日或之前，指定銀行對受益人以墊款或同意墊款方式，購買符合提示之匯票(以指定銀行以外之銀行為匯款付款人)及/或單據之行為。

「指定銀行」係指可在其處所使用信用狀之銀行或信用狀可在任何銀行使用之情況下，得指任何銀行。

「提示」係指向開狀銀行或指定銀行提交信用狀項下單據之行為，或指依此方式提交之單據。

「提示人」係指為提示行為之受益人、銀行或其他人。

第 3 條 解釋

就本慣例而言：

視適用情況，單數詞包含複數，複數詞包含單數。

信用狀係不可撤銷，即使未如此表明亦同。

單據簽字可以手簽、摹樣簽字、打孔簽字、蓋印、符號或任何其他機械或電子之確認方法為之。

單據須履行法定程序、簽證、證明等類似要求，以該單據上任何簽字、標記、印戳或標籤符合該項要求即可。

一家銀行於不同國家之分支機構被視為個別銀行。

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.

諸如“一流”、“著名”、“合格”、“獨立”、“正式”、“具資格”或“本地”等用語用以說明單據之簽發人時，允許除受益人之外之任何人出具該單據。

除非經要求於單據中使用，否則諸如“迅速地”、“立刻地”或“儘快地”等用語將不予理會。

“在或大概在”或類似用語應被解釋為特定事件於指定日期之前後五曆日之間，起訖日期計算在內發生之規定。

“至”、“直至”、“從...開始”及“在...之間”等詞用於確定裝運期間時包含所提及的日期，使用“在...之前”及“在...之後”時則不包含所提及之日期。

“從...開始”及“在...之後”等詞用於確定到期日時不包含所提及的日期。

“前半月”及“後半月”分別指一個月之第1日到第15日及第16日到該月的最後1日，起訖日期計算在內。

一個月的“上旬”、“中旬”及“下旬”分別指第1到第10日、第11日到第20日及第21日到該月最後1日，起訖日期計算在內。

第4條 信用狀與契約

- a. 信用狀就其本質，與其所依憑的買賣契約或其他契約為分別獨立之交易行為。即使信用狀內含或引用此類契約，銀行亦與該契約無關且不受該契約之拘束。因此，銀行有關兌付、讓購或履行信用狀下其他義務之承諾，不受申請人基於與開狀銀行或與受益人間之關係所產生之任何請求或抗辯之影響。受益人於任何情況下均不得主張銀行間或申請人與開狀銀行間之契約關係。
- b. 開狀銀行應勸阻申請人將所依憑的契約、預期發票及類似文件作為信用狀整體之一部份之任何意圖。

第5條 單據與貨物、服務或履約

銀行所處理者為單據，而非單據可能涉及之貨物、服務或履約行為。

第6條 兌付方式、提示期限及地點

- a. 信用狀必須載明其可兌付之銀行，或是否可於任一銀行兌付。可在指定解行兌付之信用狀，亦可於開狀銀行兌付。
- b. 信用狀必須載明其是以即期付款、延期付款，承兌或讓購方式為兌付。

- 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.
- c. 信用狀之簽發，不得僅憑申請人為付款人之匯票而為兌付。
 - d.
 - i. 信用狀必須載明提示之期限。所載明之兌付或讓購之期限，視為提示之期限。
 - ii. 可在其處兌付信用狀之銀行所在地即為提示地。可於任何銀行兌付之信用狀，其提示地為任何銀行所在地。與開狀銀行地點不同之提示地，為除開狀銀行地外之提示地。
 - e. 除依第29條a項規定之情形外，受益人或其代表人所為之提示，應於期限日或之前完成。

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.

第7條 開狀銀行義務

- a. 將所要求之單據提交給指定銀行或開狀銀行，且構成符合提示，如信用狀為以下情形之一為使用者，則開狀銀行即須兌付：
 - i. 由開狀銀行以即期付款、延期付款或承兌；
 - ii. 由指定銀行以即期付款，但該銀行未予付款；
 - iii. 由指定銀行延期付款，然該銀行未承諾延期付款，或雖承諾延期付款，然未於到期日付款者；
 - iv. 由指定銀行承兌，然其未承兌以該銀行為付款人之匯票，或雖承兌匯票，然未於到期日付款者；
 - v. 由指定銀行讓購，然該銀行未讓購者。
- b. 開狀銀行自簽發信用狀之時起，即應受不可撤銷兌付之拘束。
- c. 指定銀行兌付或讓購符合提示並將單據轉給開狀銀行之後，開狀銀行即承擔償付該指定銀行之義務。對承兌或延期付款信用狀相符合之金額之償付應於到期日辦理，無論指定銀行是否於到期日前預付或購買單據，開狀銀行償付指定銀行之義務係獨立於開狀銀行對受益人之義務。

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;

第8條 承兌銀行義務

- a. 於將所要求之單據提交給承兌銀行或提交給其他任何指定銀行，且構成符合提示時，承兌銀行即須：
 - i. 兌付，如信用狀為以下情形之一：
 - (a) 由承兌銀行即期付款、延期付款或承兌；
 - (b) 由另一指定銀行延期付款，

- (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.
- 然該銀行未予付款；
- (c) 由另一指定銀行延期付款，然該銀行未承諾延期付款，或雖承諾延期付款，然未於到期日付款；
- (d) 由另一指定銀行承兌，然其未承兌以該銀行為付款人之匯票，或雖承兌匯票，然未於到期日付款；
- (e) 由另一指定銀行讓購，然該銀行未讓購。
- ii. 如信用狀規定由承兌銀行讓購，則應為無追索權之讓購。
- b. 承兌銀行自其對信用狀加具承兌之時起，即受不可撤銷地兌付或讓購之拘束。
- c. 其他指定銀行兌付或讓購符合提示並將單據轉往承兌銀行後，承兌銀行即承擔償付該指定銀行之義務。無論指定銀行是否於到期日前預付或購買單據，對承兌或延期付款信用狀下符合提示金額之償付應於到期日辦理。承兌銀行償付指定銀行之義務獨立於承兌銀行對受益人之義務。
- d. 如開狀銀行授權或要求一銀行對信用狀加具承兌，而其並不準備依照辦理時，則其須毫不延誤地將不予承兌信用狀情事通知開狀銀行。

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.

第 9 條 信用狀及其修改的通知

- a. 信用狀及其任何修改可經由通知銀行通知受益人。非承兌銀行之通知銀行通知信用及修改時，無須承擔兌付或讓購之責任。
- b. 通知銀行通知信用狀或修改時，即表示其已確信信用狀或修改之表面真實性，且該通知亦準確地反映其所收到之信用狀或修改條款。
- c. 通知銀行可透過另一銀行("第二通知銀行")向受益人通知信用狀及修改。第二通知銀行於通知信用狀或修改時，其即表明其已確信收到之通知之表面真實性，且該通知亦準確地反映其所收到之信用狀或修改條款。
- d. 某銀行使用通知銀行或第二通知銀行之服務，其必須使用同一銀行通知其後之任何修改。
- e. 如某銀行被要求通知信用狀或修改，然其決定不予通知者，則應毫不延誤地告知自其處收受信用狀、修改或通知之銀行。
- f. 如某銀行被要求通知信用狀或修改，然其無法確信信用狀、修改或通知之表面真實性者，則應毫不延誤地通知從其處收到指示之銀行。如通知銀行

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.

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.

或第二通知銀行決定仍舊會通知信用狀或修改，則應告知受益人或第二通知銀行其無法確信信用狀、修改或通知表面真實性之狀況。

第 10 條 修改

- a. 除第 38 條另有規定者外，未經開狀銀行、承兌銀行(如有)及受益人同意，信用狀不得修改或撤銷。
- b. 開狀銀行自發出修改之時起，即受該不可撤銷修改之拘束。承兌銀行可將其承兌擴展適用於修改，並自通知該修改時，即不可撤銷地受其拘束。承兌銀行可選擇將修改通知受益人而不對其加具承兌，且如此為之時，其必須毫不延誤地將此告知開狀銀行，並於其給受益人之通知中告知受益人。
- c. 於受益人告知通知修改之銀行其接受該修改前，原信用狀(或含有先前已接受修改之信用狀)之條款對受益人仍然有效。受益人應提供接受或拒絕修改之通知。如受益人未能給予通知，當提示與信用狀及尚未表示接受之修改之要求一致時，即視為受益人已作出接受修改之通知，且從此時起，該信用狀視為已修改。
- d. 通知修改之銀行應將任何接受或拒絕之通知轉知發出修改之銀行。
- e. 對同一修改內容不允許部分接受，部分接受將被視為拒絕修改之通知。
- f. 修改中若有除受益人於某一時間內拒絕修改否則修改生效之規定，不應予以理會。

第 11 條 電傳及預告信用狀及修改

- a. 經確認之電傳發出之信用狀或信用狀修改即被視為有效之信用狀或修改，任何後續郵寄確認書應不予理會。如電傳載明"明細後送"(或類似用語)或載明以郵寄確認書，該信用狀或修改始具效力時，則該電傳始不被視為一有效的信用狀或修改。開狀銀行必須隨即不遲延地簽發有效的信用狀或修改，其條款不得與該電傳相左。
- b. 開狀銀行僅有於準備簽發有效信用狀或作出有效修改時，才可發出有關簽發或修改信用狀之預先通知(預告)。開狀銀行發出該預先通知，即不可撤銷地承諾會毫不遲延地簽發或修改信用狀，且其條款不能與預先通知相左。

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.
- 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

第 12 條 指定

- a. 除指定銀行為承兌銀行，對於兌付或讓購之授權並不賦予指定銀行兌付或讓購之義務，然該指定銀行明確表示同意且告知受益人者除外。
- b. 開狀銀行指定某銀行承兌匯票或為延期付款承諾，即為授權該指定銀行預付或購買其已承兌之匯票或已做出之延期付款承諾。
- c. 指定銀行非承兌銀行於收到或審核並轉遞單據之行為並不使其承擔兌付或讓購之義務，亦不構成其兌付或讓購之行為。

第 13 條 銀行間之償付安排

- a. 如信用狀規定由指定銀行("求償銀行")向另一方("償付銀行")獲取償付時，信用狀必須同時規定該償付是否依照信用狀簽發時有效之 ICC 銀行間償付規範進行。
- b. 如信用狀未規定償付應遵守 ICC 銀行間償付規範，則依照以下規定：
 - i. 開狀銀行必須給予償付銀行有關償付之援權，授權應符合信用狀關於兌付方式之規定，且不應設定期限。
 - ii. 開狀銀行不應要求求償銀行向償付銀行提供與信用狀條款相符之證明。
 - iii. 如償付銀行未依信用狀條款見求即償，開狀銀行應承擔利息損失及所生之任何其他費用。
 - iv. 償付銀行之費用應由開狀銀行承擔。然如此項費用由受益人承擔，開狀銀行有義務於信用狀及償付授權中註明。如償付銀行之費用由受益人承擔，該費用應於償付時自付給求償銀行之金額中扣除。如償付未發生，償付銀行之費用仍由開狀銀行負擔。
- c. 如償付銀行未能見求即償，開狀銀行不能免除其償付之責任。

第 14 條 單據審查標準

- a. 依指定行事之指定銀行、承兌銀行(如有)及開狀銀行必須審核提示，僅基於單據本身，藉以確定就其表面所示，是否構成符合提示。

- 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.
- b. 依指定行事之指定銀行、承兌銀行(如有)及開狀銀行應各有自提示之次日起至多五個銀行營業日,用以確定提示是否相符。此一期間,不因於提示日當天或之後信用狀期限或最遲提示日屆至而受到縮減或影響。
- c. 如單據包含一份或多份應適用第 19、20、21、22、23、24 或 25 條之正本運送單據,則須由受益人或其他人於不遲於本慣例所指之裝運日之後之 21 個日曆日內為提示,然無論如何,其不得遲於信用狀期限。
- d. 單據中之資料,在與信用狀、單據本身及國際標準銀行實務審閱解讀時,無須與該單據本身中之資料、其他要求之單據或信用狀中之資料完全一致,然不得相互矛盾。
- e. 除商業發票外,其他單據中之貨物、服務或履約行為之說明(如有),可使用與信用狀中之說明不相矛盾之概括用語。
- f. 如信用狀要求提交運送單據、保險單據者商業發票之外之單據,卻未規定該單據應由何人簽發或其資料內容為何,則只要提交之單據內容顯示滿足所要求單據之功能,且其他方面符合第 14 條 d 項規定,銀行即可接受該單據。
- g. 提交非信用狀所要求之單據將不予理會,並可退還給提示人。
- h. 如信用狀訂有一條件,然未規定用以表明符合該條件之單據,銀行將視為未規定而不予理會。
- i. 單據日期得早於信用狀之簽發日期,然不得晚於提示日期。
- j. 當受益人及申請人之位址出現於任何規定之單據中時,無須與信用狀或其他規定單據所載相同,然必須與信用狀規定之相關位址同在一國。聯絡細節(傳真、電話、電子郵件及類似明細)作為受益人及申請人地址一部分時將不予理會。然如申請人之地址及聯絡細節為第 19、20、21、22、23、24 或 25 條規定之運送單據上之收貨人或受通知人細節之一部分時,應與信用狀之規定相同。
- k. 任何單據上所載明之託運人或發貨人無須為信用狀之受益人。
- l. 運送單據可由任何人簽具,無須為運送人、船舶所有人、船長或租傭船人,然以其符合第 19、20、21、22、23 或 24 條要求為限。

Article 15 Complying Presentation

第 15 條 符合提示

- a. When an issuing bank determines that a presentation is
- a. 於開狀銀行確認提示相符時,必須兌

- 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.

- 付。
- b. 於承兌銀行確認提示相符時，必須兌付或讓購並將單據轉遞給開狀銀行。
- c. 於指定銀行確認提示相符並兌付或讓購時，必須將單據轉遞給承兌銀行或開狀銀行。

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.

第 16 條 瑕疵單據、放棄及通知

- a. 於依照指定行事之指定銀行、承兌銀行(如有)或開狀銀行確認提示有瑕疵時，可拒絕兌付或讓購。
- b. 於開狀銀行確認提示不符時，可自行決定聯繫申請人放棄不符之點。然此並不能延長第 14 條 b 項所指之期限。

- c. 於依照指定行事之指定銀行、承兌銀行(如有)或開狀銀行確認拒絕兌付或讓購時，必須給予提示人一單獨之拒付通知。

該通知必須聲明：

- i. 銀行拒絕兌付或讓購；及
- ii. 銀行拒絕兌付或讓購所依據之任一不符之點；及
- iii.

(a) 銀行會留存單據聽候提示人之進一步指示；或

(b) 開狀銀行會留存單據一直到其從申請人處接到放棄不符之點之通知，並同意接受該放棄，或其同意接受對不符之點之放棄之前從提示人處收到其進一步指示；或

(c) 銀行將退回單據；或

(d) 銀行將依之前從提示人處獲得之指示處理。

- d. 第 16 條 c 項要求之通知必須以電傳方式，如無法如此為之，則以其他快捷方式，於不遲於自提示之翌日起第五個銀行營業日結束前發出。

- e. 依照指定行事之指定銀行、承兌銀行(如有)或開狀銀行於依照第 16 條 c 項 iii 款 a 目)發出通知後，可於任何時間將單據退還給提示人。

- f. 如開狀銀行或承兌銀行未依照本條行事，則無權主張該單據不構成提示之符合。

- g. 於開狀銀行拒絕兌付或承兌銀行拒絕兌付或讓購，並依照本條發出拒付通知後，有權要求返還已償付之款項及利息。

Article 17 Original Documents and Copies

- a. At least one original of each document stipulated in the credit

第 17 條 正本單據及副本

- a. 信用狀規定之任一單據須至少提交一

- 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:
- appears to be written, typed, perforated or stamped by the document issuer's hand; or
 - appears to be on the document issuer's original stationery; or
 - states that it is original, unless the statement appears not to apply to the document presented.
- 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.
- 份正本。
- b. 銀行應將任何帶有顯示簽發人之原始簽名、標記、印戳或標籤之單據視為正本單據，然該單據本身表明其非正本者不在此限。
- c. 除單據本身另有說明外，於以下情況下，銀行亦將其視為正本單據：
- 單據顯示由簽發人手寫、打字、穿孔或蓋章；或
 - 單據顯示使用簽發人之原始信紙所簽具；或
 - 單據聲明其為正本單據，然該聲明顯示不適用於提交之單據者除外。
- d. 如信用狀要求提示單據之副本，則提示正本或副本均可接受。
- e. 如信用狀使用諸如“一式兩份”、“兩份”、“兩套”等用語要求提交多份單據，除單據本身另有說明外，則提交至少一份正本，其餘使用副本即可滿足要求。

Article 18 Commercial Invoice

- a. A commercial invoice:
- must appear to have been issued by the beneficiary (except as provided in article 38);
 - must be made out in the name of the applicant (except as provided in sub-article 38 (g));
 - must be made out in the same currency as the credit; and
 - 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.

第 18 條 商業發票

- a. 商業發票：
- 必須顯示由受益人出具(第 38 條規定之情形除外)；
 - 必須以申請人為抬頭為出具(第 38 條 g 項規定情形除外)；
 - 必須與信用狀貨幣相同；且
 - 無須簽名
- b. 依指定行事之指定銀行、承兌銀行(如有)或開狀銀行可接受金額大於信用狀允許金額之商業發票，其決定對有關各當事人均具拘束力，然以該銀行對超過信用狀允許金額部分未作兌付或讓購為限。
- c. 商業發票上之貨物、服務或履約行為之說明應與信用狀上之說明一致。

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:
- 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

第 19 條 涵蓋至少二種以上不同運輸方式之運送單據

- a. 涵蓋至少二種以上不同運輸方式之運送單據(多式或聯合運送單據)，無論其名稱如何，必須顯示：
- 表明運送人名稱並由下列人員簽署：
 - *運送人或代表運送人之具名代理人，或
 - *船長或代表船長之具名代理人。
 運送人、船長或代理人之任何簽字，必須標明其運送人、船長或代理人之身份。
 代理人簽字必須載明其係代表

- 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 transshipment will or may take place is acceptable, even if the credit prohibits transshipment.

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.

- 運送人或代表船長簽字。
- ii. 以下列方式表明貨物已於信用狀規定之地點發送、接收或裝船。
- *事先印就之文字，或
 - *表明貨物已被發送、接收或裝船日期之印戳或批註。

- 運送單據之簽發日期將被視為發送、接收或裝船日期，亦即裝運日期。然如單據以印戳或批註方式表明發送、接收或裝船日期，該日期應被視為裝運日期。
- iii. 載明信用狀規定之發送、接收或裝運地點及最終目的地，即使：
- (a) 該運送單據另外載明另一不同的發送、接收或裝運地點或最終目的地，或
 - (b) 該運送單據載有“預期的”或類似有關船舶、裝貨港或卸貨港之限定用語。
- iv. 為唯一之正本運送單據，或如出具多套正本，則於運送單據中載明全套單據。
- v. 載有運送條款及條件，或提示運送條款及條件參照某文件(簡式/背面空白之運送單據)。銀行將不審核運送條款條件之內容。
- vi. 未載明受租傭船契約拘束。
- b. 為本條目的，轉運指於信用狀規定之發送、接收或裝運地點至最終目的地之運輸過程中，從某一運輸工具上卸下貨物並裝上另一運輸工具之行為(無論其是否為不同的運輸方式)。
- c.
- i. 運送單據可載明貨物將會或可能會被轉運，然以全程運輸由同一運送單據涵蓋者為限。
 - ii. 即使信用狀禁止轉運，註明將會或可能會發生轉運之運送單據仍可接受。

第 20 條 載貨證券

- a. 載貨證券，無論名稱如何，必須顯示：
- i 表明運送人名稱，並由下列人員簽署：
 - *運送人或代表運送人之具名代理人，或
 - *船長或代表船長之具名代理人。

運送人、船長或代理人之任何簽字必須標明其為運送人、船長或代理人之身份。
代理人之任何簽字必須標明其係代表運送人或代表船長簽字。
 - ii 以下列方式載明貨物已於信用狀

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 barge 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

所規定之裝貨港裝上列名船舶：

- *預先印就之文字，或
- *已裝船批註指出貨物裝運日期。

載貨證券簽發日期應被視為裝運日期，然載貨證券載有裝運日期之已裝船批註時，已裝船批註中所顯示之日期將被視為裝運日期。如載貨證券載有“預定船舶”或類似有關船名之限定用語時，則需以已裝船批註明確載明裝運日期及實際船名。

iii 載明貨物從信用狀規定之裝貨港裝運至卸貨港。

如載貨證券未載明信用狀規定之裝貨港為裝貨港，或其載有“預定的”或類似有關裝貨港之限定用語，則需以已裝船批註表明信用狀規定之裝貨港、裝運日期及實際船名。即使載貨證券以事先印就之文字表明貨物已裝載或裝運於列名船舶，本規定仍適用。

iv 為唯一的正本載貨證券，或如簽發多份正本，則載貨證券應載明全套正本。

v 載有運送條款條件或提示運送條款條件應參照其他文件(簡式/背面空白之載貨證券)，銀行將不審核運送條款條件之內容。

vi 未表明受租傭船契約拘束。

b. 為本條目的，轉運係指在信用狀規定的裝貨港到卸貨港之間的運輸過程中，將貨物從船卸下並再裝上另一船的行為。

c.

i 載貨證券可表明貨物將會或可能會被轉運，然以全程運輸為同一載貨證券所涵蓋者為限。

ii 即使信用狀禁止轉運，註明將會或可能會發生轉運之載貨證券仍可接受，然以其載明貨物由貨櫃、拖車或子船運輸者為限。

d. 載貨證券聲明運送人保留轉運權利之條款將不予理會。

第 21 條 不可轉讓之海運單

a. 不可轉讓之海運單，無論名稱如何，必須顯示：

i 表明運送人名稱，並由下列人員簽署：

*運送人或代表運送人之具名代理人，或

*船長或代表船長之具名代理人。

運送人、船長或代理人之任何簽字必須標明其為運送人、船長或

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.

代理人之身份。

代理人的任何簽字必須標明其係代表運送人或是代表船長簽字。

ii 以下列方式載明貨物已於信用狀所規定之裝貨港裝上列名船舶：

- *預先印就之文字，或
- *已裝船批註指出貨物裝運日期。

不可轉讓海運單簽發日期應被視為裝運日期，然不可轉讓海運單載有裝運日期之已裝船批註時，已裝船批註中所顯示之日期將被視為裝運日期。如不可轉讓海運單載有“預定船舶”或類似有關船名之限定用語時，則需以已裝船批註明確載明裝運日期及實際船名。

iii 載明貨物從信用狀規定之裝貨港裝運至卸貨港。

如不可轉讓海運單未載明信用狀規定之裝貨港為裝貨港，或其載有“預定的”或類似有關裝貨港之限定用語，則需以已裝船批註表明信用狀規定之裝貨港、裝運日期及實際船名。即使不可轉讓海運單以事先印就之文字表明貨物已裝載或裝運於列名船舶，本規定仍適用。

iv 為唯一的正本不可轉讓海運單，或如簽發多份正本，則不可轉讓海運單應載明全套正本。

v 載有運送條款條件或提示運送條款條件應參照其他文件(簡式/背面空白之不可轉讓海運單)，銀行將不審核運送條款條件之內容。

vi 未表明受租傭船契約拘束。

b. 為本條目的，轉運係指在信用狀規定的裝貨港到卸貨港之間的運輸過程中，將貨物從船卸下並再裝上另一船的行為。

c.

i 不可轉讓海運單可表明貨物將會或可能會被轉運，然以全程運輸為同一不可轉讓海運單所涵蓋者為限。

ii 即使信用狀禁止轉運，註明將會或可能會發生轉運之不可轉讓海運單仍可接受，然以其載明貨物由貨櫃、拖車或子船運輸者為限。

d. 不可轉讓海運單聲明運送人保留轉運權利之條款將不予理會。

Article 22 Charter Party Bill of Lading

第 22 條 租傭船契約載貨證券

- 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.
- a. 載明應適用某租傭船契約之載貨證券(租傭船契約之載貨證券), 無論名稱如何, 必須顯示:
- i 由以下人員簽署:
 - * 船長或代表船長之具名代理人, 或
 - * 船舶所有人或代表船舶所有人之具名代理人, 或
 - * 租傭船人或代表租傭船人之具名代理人。

船長、船舶所有人、租傭船人或代理人之任何簽字必須標明其為船長、船舶所有人、租傭船人或代理人之身份。

代理人的任何簽字必須標明其係代表船長、船舶所有人或租傭船人簽字。

代理人代表船舶所有人或租傭船人簽字必須指出船舶所有人或租傭船人之名稱。
 - ii 以下列方式載明貨物已於信用狀所規定之裝貨港裝上列名船舶:
 - *預先印就之文字, 或
 - *已裝船批註指出貨物裝運日期。

租傭船契約之載貨證券簽發日期應被視為裝運日期, 然租傭船契約之載貨證券載有裝運日期之已裝船批註時, 已裝船批註中所顯示之日期將被視為裝運日期。
 - iii 載明貨物從信用狀規定之裝貨港裝運至卸貨港。卸貨港亦可顯示為信用狀規定之港口範圍或地理區域。
 - iv 為唯一的正本租傭船契約之載貨證券, 或如簽發多份正本, 則租傭船契約之載貨證券應載明全套正本。
- b. 即使信用狀要求提交租傭船契約, 銀行亦不審核租傭船契約。

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

第 23 條 空運單據

- a. 空運單據, 無論名稱如何, 必須顯示:
- i 表明運送人名稱, 並由下列人員簽署;
 - *運送人, 或
 - *代表運送人之具名代理人。

運送人或代表運送人之代理人之任何簽字必須標明其運送人或代理人之身份。

代表運送之代理人之任何簽字必須標明其係代表運送人為簽字。
 - ii 表明貨物已收迄待運。
 - iii 表明簽發日期。該日期將被視為裝運日期, 然如空運單據載有特別批註載明實際裝運日期, 該批

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.

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 transshipment will or may take place is acceptable, even if the credit prohibits transshipment.

註中之日期將被視為裝運日期。

空運單據中其他與航班號碼及航班日期相關資訊不應被用以確定裝運日期。

iv 表明信用狀規定之起飛機場及目的地機場。

v 為簽發給發貨人或託運人之正本，即使信用狀規定提交全套正本。

vi 載有運送條款條件或載明條款和條件應參照其他文件。銀行不審核該運送條款條件之內容。

b. 為本條目的，轉運係指於信用狀規定的起飛機場至目的地機場之運輸過程中，將貨物從一飛機卸下再裝上另一飛機之行為。

c.

i 空運單據可註明貨物將會或可能會被轉運，然以全程運輸由同一空運單據涵蓋者為限。

ii 即使信用狀禁止轉運，註明將會或可能會發生轉運之空運單據仍可接受。

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

* 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

第 24 條 公路、鐵路或內陸水運單據

a. 公路、鐵路或內陸水運單據、無論名稱如何、必須顯示：

i. 表明運送人名稱，且

* 由運送人或代表運送人之代理人簽署，或

* 由運送人或代表運送人之代理人以簽字、印戳或批註表明貨物業已收訖。

運送人或代理人之收貨簽字、印戳或批註必須標明其運送人或代理人之身份。

代理人之收貨簽字、印戳或批註必須標明代理人係代表運送人簽字或行事。

如鐵路運送單據未指明運送人，可接受鐵路運輸公司之任何簽字或印戳作為運送人簽署單據之證據。

ii. 表明貨物之信用狀規定地點之裝運日期，或收訖待運或待發送之日期。運送單據之簽發日期將被視為裝運日期，然運送單據蓋上帶有日期之收貨印戳，或註明收貨日期或裝運日期者除外。

iii. 表明信用狀規定之裝運地及目的地。

b.

i. 公路運送單據必須顯示為簽發給發貨人或託運人之正本，或無任

- 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.
- 何標記表明單據係簽發給何人。
 - ii. 註明“副本”之鐵路運送單據可被作為正本接受。
 - iii. 無論是否註明正本字樣，鐵路或內陸水運單據均可被作為正本接受。
 - c. 如運送單據上未註明簽發之正本份數，提交之份數即視為全套正本。
 - d. 為本條目的，轉運係指於信用狀規定之裝運、發送或運送之地點以迄目的地間之運輸過程中，於同一運輸方式中從一運輸工具卸下再裝上另一運輸工具之行為。
 - e.
 - i. 公路、鐵路或內陸水運單據可註明貨物將會或可能會被轉運，然以全程運輸由同一運送單據涵蓋者為限。
 - ii. 即使信用狀禁止轉運，註明將會或可能會發生轉運之公路、鐵路或內陸水運單據仍可接受。

Article 25 Courier Receipt, Post Receipt or Certificate of Posting

第 25 條 快遞收據、郵政收據或投郵證明

- 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 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.
- a. 證明貨物收訖待運之快遞收據，無論名稱如何，必須顯示：
 - i. 表明快遞機構之名稱，並於信用狀規定之貨物裝運地點由該具名快遞機構蓋章或簽字，且
 - ii. 表明取件或收件之日期或類似詞語，該日期將被視為裝運日期。
 - b. 如要求顯示快遞費用付訖或預付，快遞機構出具之表明快遞費由收貨人以外之一方支付之運送單據即可滿足該項要求。
 - c. 證明貨物收訖待運之郵政收據或投郵證明，無論名稱如何，必須顯示於信用狀規定之貨物裝運地點蓋章或簽署並註明日期。該日期將被視為裝運日期。

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

第 26 條 “甲板裝載”、“託運人自裝自計”、“據託運人報稱內含”及運費以外之費用。

- 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.
- a. 運送單據不得表明貨物裝於或裝於甲板上。聲明可能會被裝於甲板上之運送單據條款可接受。
 - b. 載有諸如“託運人自裝自計”或“據託運人報稱內含”條款之運送單據可接受。
 - c. 運送單據上可以印戳或其他方法載明運費之外之費用。

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 that 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.
- i. An insurance document may contain reference to any exclusion clause.
- j. An insurance document may indicate that the cover is subject to a

第 27 條 清潔運送單據

銀行只接受清潔運送單據，清潔運送單據係指未載有明確宣稱貨物或包裝有缺陷之條款或批註之運送單據。“清潔”乙詞並不需要於運送單據上出現，即使信用狀要求運送單據為“清潔已裝船”亦同。

第 28 條 保險單據及保險範圍

- a. 保險單據，例如保險單、保險證明或或預約保險之聲明書，必須由保險公司或承保人或其代理人或代表出具並簽署。由代理人所為之任何簽署，必需表明該代理人究係代理或代表某保險人公司或保險人簽署。
- b. 如保險單據載明其以數份正本出具時，所有正本均須提交。
- c. 暫保單將不被接受。
- d. 代預約保險項下之保險證明書或聲明書可接受為保險單。
- e. 保險單據日期不得晚於裝運日期，然保險單據載明保險責任不遲於裝運日起生效者除外。
- f.
 - i. 保險單據必須表明保險金額並以與信用狀相同之貨幣表示之。
 - ii. 信用狀要求投保金額為貨物價值、發票金額或類似金額之某一比例者，應被視為最低保額之要求。

如信用狀對投保範圍未為要求規定，保險金額須至少為貨物的 CIF 或 CIP 價格的 110%。

若從單據中無法確定 CIF 或 CIP 價額，保險金額必須基於要求兌付或讓購之金額，或發票上所顯示之貨物總值，兩者取金額較高者。
 - iii. 保險單據須表明其所承保之風險至少涵蓋從信用狀規定之貨物接收地或裝運地到卸貨地或最終目的地為止。
- g. 信用狀應載明所需投保之險種及附加險(如有)。如信用狀使用諸如“通常風險”或“慣常風險”等含義不明確之用語時，保險單據仍得被接受，而不會未投保之任何風險。
- h. 於信用狀規定投保“全險”時，只要保險單據載有任何“全險”之批註或條款，則無論是否有“全險”標題，均應予以接受，即使其聲明某些風險除外不保，均不予以理會。
- i. 保險單據得載有任何除外條款之附註。
- j. 保險單據可註明應適用起賠額或免賠

franchise or excess (deductible).

額(自負額)。

Article 29 Extension of Expiry Date or Last Day for Presentation

第 29 條 有期限或提示末日之順延

- 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).
- a. 如信用狀的有期限或最遲提示日適逢接受提示之銀行非因第 36 條所述原因而歇業，則有期限或最遲提示日，依各該情況，得順延至次一銀行營業日。
 - b. 如於次一銀行營業日為提示，指定銀行必須於其致開狀銀行或承兌銀行之書函中聲明提示係依據第 29 條(a)項順延期限內所提交。
 - c. 最遲裝運日不因第 29 條(a)項規定之結果而順延。

Article 30 Tolerance in Credit Amount, Quantity and Unit Prices

第 30 條 信用狀金額、數量與單價之容許度

- 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).
- a. “約”或“大約”用於信用狀金額或信用狀所載之數量或單價時，應解釋為允許有關金額或數量或單價有不超過 10% 之容許度。
 - b. 信用狀未以包裝單位件數或貨物自身件數之方式規定貨物數量時，貨物數量允許有 5% 之容許度，然以總動支金額不超過信用狀金額為限。
 - c. 如信用狀載明貨物數量，而該數量已全部裝運，及如信用狀規定單價，且該單價又未降低，或當第 30 條(b)項不適用時，則即使不允許部分裝運，也允許動支金額 5% 之容許度。若信用狀規定特定之容許度或使用第 30 條(a)項所述之用語限定數量，則不適用該容許度。

Article 31 Partial Drawings or Shipments

第 31 條 部分動支或部分裝運

- 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
- a. 允許部分動支或部分裝運。
 - b. 載明使用同一運輸工具並經同次航程運輸之數套運送單據於同次提示時，僅要顯示相同目的地，即不將其視為部分裝運，即使運送單據上載明之裝運日期不同或裝貨港、收受地或裝運地點不同。如載明由數套運送單據組成，其中最晚一次之裝運日應被視為裝運日。載明含有一套或數套運送單據者，如表明於同一種運輸方式下經由不同類型運輸工具運送者，即使運輸工具於同一天裝運往同一目的地，仍應被視為部分裝運。

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.

c. 含有一份以上快遞收據、郵政收據或投郵證明之提示，如單據係由同一快遞或郵政業者於同一地點及日期加蓋印戳或簽字且表明同一目的地，即不將其視為部分裝運。

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.

第 32 條 分期動支或分期裝運

如信用狀規定於指定期間內辦理分期動支或分期裝運，任何一期未依信用狀規定期限動支或裝運時，信用狀對該期及以後各期均告中止使用。

Article 33 Hours of Presentation

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

第 33 條 提示時間

銀行於其營業時間外，無接受提示之義務。

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 or omissions, solvency, performance or standing of the consignor, the carrier, the forwarder, the consignee or the insurer of the goods or any other person.

第 34 條 關於單據有效性的免責

銀行對任何單據之格式、充分性、正確性、真實性，偽造或法律效力，或對單據上所規定或加註之一般或特殊條款，概不負責；銀行對任何單據所表徵之貨物、服務或其他履約行為之說明、數量、重量、品質、狀況、包裝、交付、價值或其存在與否、或對發貨人、運送人、承攬運送人、受貨人、貨物之保險人或其他任何人之誠信與否、作為或不作為，清償能力、履約能力或信用狀況，亦概不負責。

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.

第 35 條 傳送及翻譯之免責

於訊息、信函或單據依信用狀所載要求而為傳送或發送時，或於信用狀無該指示，銀行自行選擇傳送服務時，銀行對任何訊息於傳送過程中或信函或單據於寄送過程中發生延誤、途中遺失、殘缺或其他錯誤所致之後果，概不負責。

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.

如指定銀行確認提示相符並將單據寄送開狀銀行或承兌銀行，無論指定銀行是否已兌付或讓購，開狀銀行或承兌銀行即須兌付或讓購，或償付指定銀行，即使單據於指定銀行寄送開狀銀行或承兌銀行途中，或承兌銀行寄往開狀銀行途中遺失亦同。

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

銀行對專門術語之翻譯或解釋上之錯誤，不負義務或責任，並得不加翻譯而轉傳信用狀條文。

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.

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.

第 36 條 不可抗力

銀行對由於天災、暴動、騷亂、叛亂、戰爭、恐怖主義行為或任何罷工、停工或其無法控制之任何其他原因導致營業中斷之任何後果，概不負責。

銀行恢復營業時，對於營業中斷期間已逾期之信用狀，不再進行兌付或讓購。

第 37 條 受託人行為之免責

- a. 為執行申請人之指示，銀行利用其他銀行之服務，其費用及風險由申請人承擔。
- b. 開狀銀行或通知銀行發出之指示未被執行，對此並不負責，即使該銀行為其所擇定者亦同。
- c. 指示另一銀行提供服務之銀行應負擔該另一銀行因受其指示而產生之任何佣金、手續費、成本或開支(費用)。如信用狀規定費用由受益人負擔，而該費用無法收取或從信用狀款項中扣除，開狀銀行仍應承擔支付此費用之責任。
信用狀或其修改不應規定向受益人的通知以通知銀行或第二通知銀行收到其費用為條件。
- d. 外國法律及慣例加諸於銀行之一切義務及責任，申請人應受其拘束，並就此對銀行負補償之責。

第 38 條 可轉讓信用狀

- a. 除銀行明示同意且就其所同意之範圍外，銀行無辦理信用狀轉讓之義務。
- b. 為本條之目的：
可轉讓信用狀係指特別載明“可轉讓”字樣之信用狀。可轉讓信用狀得依受益人(第一受益人)之請求，使其全部或部分由另一受益人(第二受益人)使用。
轉讓銀行係指辦理信用狀轉讓之指定銀行，或於信用狀規定可於任何銀行使用時，指開狀銀行特別授權並實際辦理轉讓之銀行。開狀銀行亦可擔任轉讓行。
已轉讓信用狀係指已由轉讓銀行轉為可由第二受益人使用之信用狀。
- c. 除於轉讓時另有約定外，有關轉讓之所有費用(例如佣金、手續費或費用)應由第一受益人支付。
- d. 如信用狀允許部分動支或部分裝運，信用狀即可部分轉讓給超過一人以上

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

之第二受益人。

已轉讓信用狀不得應第二受益人之請求轉讓給任何後手受益人。第一受益人不被視為後手受益人。

- e. 任何轉讓請求必須說明是否允許及於哪條件下允許將修改通知第二受益人。已轉讓信用狀須明確載明該項條件。
- f. 如信用狀已轉讓給數名第二受益人，其中一名或多名第二受益人對信用狀修改並不影響其他第二受益人接受修改。對接受者而言，該已轉讓信用狀即應相應修改，而對拒絕修改之第二受益人而言，該信用狀未被修改。
- g. 已轉讓信用狀必須精確轉載原信用狀上之條款，包括承兌(如有)，然下列項目除外：
- 一信用狀金額
 - 一規定之任何單價
 - 一期限
 - 一提示期限，或
 - 一最遲裝運日或裝運期間。
- 以上任一項或全部均可減少或縮短。
- 保險必須投保之百分比可增加，以達到信用狀或本慣例規定之保險金額。
- 第一受益人名稱可取代信用狀申請人之名稱。
- 如信用狀特別要求申請人名稱應於除發票以外之任何單據出現時，已轉讓信用狀必須反映該項要求。
- h. 第一受益人有權以其自身的發票及匯票(如有)代替第二受益人之發票及匯票，其金額不得超過信用狀上之金額。於代替時，第一受益人可在信用狀項下支取自己發票與第二受益人發票間之差價(如有)。
- i. 如第一受益人應提交自己發票及匯票(如有)，然未能於第一次要求時隨即照辦，或第一受益人提交之發票導致第二受益人提示有所瑕疵，而其未能於第一次要求時隨即修正，轉讓銀行有權將從第二受益人處收到之單據提示給開狀銀行，並無須對第一受益人承擔責任。
- j. 於要求轉讓時，第一受益人可要求於信用狀轉讓後之兌付地點，於信用狀有期限前(包括有效期限)，對第二受益人兌付或讓購。該規定不得損害第一受益人於第 38 條(h)項下之權利。
- k. 第二受益人或代表第二受益人之文件提示必須向轉讓銀行為之。

第 39 條 款項讓與

信用狀未載明可轉讓，並不影響受益人

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.

依據可適用之法律規定，將該信用狀下其可能有權或可能將成為有權獲得之款項讓與給他人之權利。本條僅涉及款項之讓與，而不涉及信用狀項下權利行使之讓與。