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UCP500 信用狀統一慣例條文 (1993 修訂中英對照版)

UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY

CREDITS (1993 REVISION)

A. GENERAL PROVISIONS AND DEFINITIONS

A、總則與定義

Article 1. Application of UCP

第一條 信用狀統一慣例之適用

The Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, shall apply to all documentary Credits (including to the extent to which they may be applicable, Standby Letter(s) of Credit) of the Credit. Where they are incorporated into the text of the Credit. They are binding on all parties thereto, unless otherwise expressly stipulated in the Credit.

此跟單信用狀統一慣例為 1993 年修訂，國際商會第 500 號出版品，應適用於所有的跟單信用狀(包含之範圍其得適用於，擔保信用狀)。信用狀處編入本文。除非於信用狀中有其它明白規定，因之它們拘束各方。

本 The 跟單信用狀統一慣例 Uniform Customs and Practice for Documentary Credits 為 1993 年修訂 1993 Revision，國際商會 ICC 第 500 號出版品 Publication No. 500，應 shall 適用於 apply to 所有的 all 跟單信用狀 documentary Credits (包含之 including to 範圍 the extent 其 to which 得適用於 they may be applicable，擔保信用狀 Standby Letter(s) of Credit)。信用狀處編入本文 Where they are incorporated into the text of the Credit。它們 They are 拘束 binding on

各方 **all parties** 因之 **thereto**，除非 **unless** 有其它 **otherwise** 明白 **expressly** 規定 **stipulated** 於信用狀中 **in the Credit**。

Article 2. Meaning of Credit

第二條 信用狀之含義

For the purposes of these Articles, the expressions "Documentary Credit (s)" and "Standby Letter(s) of Credit" (hereinafter referred to as "Credit (s)"), mean any arrangement, however named or described, whereby a bank (the "Issuing Bank") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,

- I、is to make a payment to or to the order of a third party (the "Beneficiary"), or is to accept and pay bills of exchange (Draft(s)) drawn by the Beneficiary, or
- II、authorizes another bank to effect such payment, or to accept and pay such bills of exchange (Draft(s)), or
- III、authorizes another bank to negotiate, against stipulated document(s), provided that the terms and conditions of the Credit are complied with. For the purposes of these Articles, branches of a bank in different countries are considered another bank.

為執行本慣例，此表示詞"跟單信用狀"及"擔保信用狀"(以下簡稱為"信用狀")，意指任何安排，不論其名呼或描述，導因於一家銀行(指"開狀行")受託及依一家客戶(指"申請方")指示擔任，或依其自己，

- I、為辦理或受令於第三者(指"受益方")一項付款，或為受益人所簽發之兌票(匯票)承兌並付款，或
- II、授權另一銀行為諸類付款，或予諸類之兌票(匯票)承兌及付款，或
- III、授權另一銀行予讓購，

對應規定的單據，前題此信用狀之條件及情況是一致的。

為執行本慣例，一家銀行於不同國家的分行被認為另一家銀行。

為執行本慣例 **For the purposes of these Articles**，此表示詞 **the expressions** "跟單信用狀 **Documentary Credit (s)**"及 **and** "擔保信用狀 **Standby Letter(s) of Credit**" (以下簡稱為

hereinafter referred to as "信用狀 Credit (s)"，意指 mean 任何安排 any arrangement，不論其名呼 however named 或 or 描述 described，導因於一家銀行 whereby a bank (指 the "開狀行 Issuing Bank ")受託 at the request 及 and 依一家客戶(指"申請方")指示 on the instructions of a customer (the "Applicant")擔任 acting，或 or 依其自己 on its own behalf，

- I、為辦理 is to make to 或 or 受令於第三者 to the order of a third party (指 the "受益方 Beneficiary ")一項付款 a payment，或 or 為 is to 受益人所簽發之兌票(匯票) bills of exchange(Draft(s)) drawn by the Beneficiary 承兌並付款 accept and pay，或 or
 - II、授權 authorizes 另一銀行 another bank 為諸類付款 to effect such payment，或 or 予 to 諸類之兌票 such bills of exchange (匯票 Draft(s))承兌及付款 accept and pay，或 or
 - III、授權另一銀行 authorizes another bank 予讓購 to negotiate，
- 對應規定的單據 against stipulated document(s)，前題 provided that 此信用狀之條件及情況 the terms and conditions of the Credit 是一致的 are complied with。
- 為執行本慣例 For the purposes of these Articles，一家銀行於不同國家的分行 branches of a bank in different countries 被認為 are considered 另一家銀行 another bank。

Article 3. Credits v. Contracts

第三條 信用狀與契約

a、Credits, by their nature, are separate transactions from the sales or other contract(s) on which they may be based and banks are in no way concerned with or bound by such contract(s), even if any reference whatsoever to such contract(s) is included in the Credit. Consequently, the undertaking of a bank to pay, accept and pay Draft(s) or negotiate and/or to fulfill any other obligation under the Credit, is not subject to claims or defences by the Applicant resulting from his relationships with the Issuing Bank or the Beneficiary.

b、A Beneficiary can in no case avail himself of the contractual relationships existing between the banks or between the Applicant and the Issuing Bank.

a、信用狀，在它的本質，是分立於交易之銷售或其它契約，於其它們得被引為基礎，而且銀行們是無關係或拘束於該合約，儘管任何資料不論甚麼該類契約是包含於信用狀中。因此，一家銀行予付款的義務，予匯票承兌及付款或讓購及/或予履行任何其它信用狀項下的義務，是不受約束於申請方究因自他和開狀行的關係或和受益方的關係主張或抗辯。

b). 一受益方不能適用它自己和銀行間或申請方和開狀行間存在的契約關係。

a、信用狀 Credits，在它的本質 by their nature，是分立於 are separate 交易之銷售 transactions from the sales 或 or 其它契約 other contract(s)，於其 on which 它們 they 得被引為基礎 may be based，而且 and 銀行們 banks 是無關係 are in no way concerned with 或 or 拘束 bound 於該合約 by such contract(s)，儘管 even if 任何資料 any reference 不論甚麼 whatsoever 該類契約 to such contract(s)是包含於信用狀中 is included in the Credit。因此 Consequently，一家銀行予付款的義務 the undertaking of a bank to pay，予匯票 Draft(s)承兌及付款 accept and pay 或 or 讓購 negotiate 及 and /或 or 予履行任何其它 to fulfill any other 信用狀項下的義務 obligation under the Credit，是不受約束 is not subject to 於申請方 by the Applicant 究因自 resulting from 他和開狀行或和受益方的關係 his relationships with the Issuing Bank or the Beneficiary 主張 claims 或 or 抗辯 defences。

b). 一受益方 A Beneficiary 不能適用 can in no case avail 它自己和銀行間 himself of the contractual relationships existing between the banks 或 or 申請方和開狀行間 between the Applicant and the Issuing Bank 存在的契約關係。

Article 4. Documents v. Goods/Services/Performances

第四條. 單據與貨物 / 服務 / 履約行爲

In Credit operations all parties concerned deal with documents, and not with goods, services and/or other performances to which the documents may relate.

在信用狀作業中相關各方處理的爲單據，及非爲彼等此單據可能關聯貨物，服務及/或其它他履約行爲。

在信用狀作業中 **In Credit operations** 相關各方 **all parties concerned** 處理的爲單據 **deal with documents**，及非爲 **and not with** 彼等此單據可能關聯 **to which the documents may relate** 貨物 **goods**，服務 **services** 及 **and** /或 **or** 其它他履約行爲 **other performances**。

Article 5. Instructions to Issue/Amend Credits

第五條. 開發/修改信用狀之指示

- a. Instructions for the issuance of a Credit, the Credit itself, instructions for an amendment thereto, and the amendment itself, must be complete and precise. In order to guard against confusion and misunderstanding, banks should discourage any attempt
- I、to include excessive detail in the Credit or in any amendment thereto;
 - II、to give instructions to issue, advise or confirm a Credit by reference to a Credit previously issued (similar Credit) where such previous Credit has been subject to accepted amendment(s), and/or unaccepted amendment(s),
- b、All instructions for the issuance of a Credit and the Credit itself and, where applicable, all instructions for an amendment thereto and the amendment itself, must state precisely the document(s) against which payment, acceptance or negotiation is to be made.

- a. 爲開發信用狀，此信用狀它本身之指示，及爲一份修改，及修改書它本身之指示，必須是完整而精確的。爲防範混淆與

誤解，銀行們應勸阻任何嚐試

I、包含於信用狀中或及於任何修改書中過份細節；

II、指示以參照以前曾開發過的(類似信用狀)而該以前的信用狀有曾被接受過的修改書，及/或未曾被接受過的修改書，要開發，通知或保兌一張信用狀，

b、為開發信用狀及信用狀它本身之所有指示，及可適用的，及為修改信用狀及信用狀修改書它本身之所有指示，必需敘述精確所需憑為將辦理付款，承兌或讓購之單據。

a. 為開發信用狀 **for the issuance of a Credit**，此信用狀它本身 **the Credit itself** 之指示 **Instructions**，及為 **thereto** 一份修改 **for an amendment**，及修改書它本身 **and the amendment itself** 之指示 **instructions**，必須是 **must be** 完整而精確的 **complete and precise**。為 **In order to** 防範 **guard against** 混淆與誤解 **confusion and misunderstanding**，銀行們應勸阻任何嚐試 **banks should discourage any attempt**

I、包含 **to include** 於信用狀中 **in the Credit** 或 **or** 及於 **thereto** 任何修改書中 **in any amendment** 過份細節 **excessive detail**；

II、指示 **to give instructions** 以參照以前曾開發過的 **by reference to a Credit previously issued** (類似信用狀 **similar Credit**) 而 **where** 該以前的信用狀 **such previous Credit** 有曾被接受過的修改書 **has been subject to accepted amendment(s)**，及 **and** /或 **or** 未曾被接受過的修改書 **unaccepted amendment(s)**，要開發 **to issue**，通知或保兌一張信用狀 **advise or confirm a Credit**，

b、為開發信用狀 **for the issuance of a Credit** 及 **and** 信用狀它本身之 **the Credit itself** 所有指示 **All instructions**，及 **and**，可適用的 **where applicable**，及為 **thereto** 一份修改 **for an amendment** 及 **and** 信用狀修改書它本身 **the amendment itself** 之所有指示 **all instructions**，必需敘述 **must state** 精確 **precisely** 所需憑其為將辦理 **is to be made** 付款 **the document(s) against which payment**，承兌 **acceptance** 或 **or** 讓購 **negotiation** 之單據。

B. FORM AND NOTIFICATION OF CREDITS

B、信用狀之類型與通知

Article 6. Revocable v. Irrevocable Credits

第六條 可撤銷 與 不可撤銷信用狀

- a、A Credit may be either
 - I、revocable, or
 - II、irrevocable.
- b、The Credit, therefore, should clearly indicate whether it is revocable or irrevocable.
- c、In the absence of such indication the Credit shall be deemed to be irrevocable.

- a、信用狀得為
 - I、可撤銷的， 或
 - II、不可撤銷的。
- b、因此，此信用狀，當清楚的標明它是可撤銷的或不可撤銷的
- c、如無諸類標明此信用狀應被視為不可撤銷。

- a、信用狀 **A Credit** 得為 **may be either**
 - I、可撤銷的 **revocable**，或 **or**
 - II、不可撤銷的 **irrevocable**。
- b、因此 **therefore**，此信用狀 **The Credit**，應當 **should** 清楚的 **clearly** 表明 **indicate** 它是 **whether it is** 可撤銷的 **revocable** 或 **or** 不可撤銷的 **irrevocable**。
- c、如無諸類標明 **In the absence of such indication** 此信用狀 **the Credit** 應 **shall** 被視為 **be deemed to** 是不可撤銷 **be irrevocable**。

Article 7. Advising Bank's Liability

第七條 通知行之義務

- a、A Credit may be advised to a Beneficiary through another bank(the "Advising Bank") without engagement on the part of the Advising Bank, but that bank, if it elects to advise the Credit, shall take reasonable care to check the apparent authenticity of the Credit which it advises. If the bank elects not to advise the Credit, it must so inform the Issuing Bank without delay.

b、If the Advising Bank cannot establish such apparent authenticity it must inform, without delay, the bank from which the instructions appear to have been received that it has been unable to establish the authenticity of the Credit and if it elects nonetheless to advise the Credit it must inform the Beneficiary that it has not been able to establish the authenticity of the Credit。

a、一張信用狀得經另一銀行(指"通知行")被通知給一受益方，通知行此方無保證，但該銀行，如它選擇要通知此信用狀，當以合理的關注以檢查其所通知的信用狀顯見的認證。如這銀行選擇不通知此信用狀，它必需無延遲的如此告知開狀行。

b). 如果此通知行無法確立該顯見的認證，它必需，無遲延的告知，所由收銀行，其此已完成收訖的指示出現，著它無能確立此信用狀該認證，及如果它選擇仍然通知此信用狀，它必需告知此受益方，此項它無能確立此信用狀該認證。

a、一張信用狀 A Credit 得 **may** 經另一銀行 **through another bank** (指 **the "通知行 Advising Bank "**) 被通知給一受益方 **be advised to a Beneficiary**，通知行此方 **on the part of the Advising Bank** 無保證 **without engagement**，但該銀行 **but that bank**，如 **if** 它選擇要通知此信用狀 **it elects to advise the Credit**，當以合理的關注 **shall take reasonable care** 以檢查 **to check** 其所通知的 **which it advises** 信用狀顯見的認證 **the apparent authenticity of the Credit**。如 **If** 這銀行 **the bank** 選擇 **elects** 不通知此信用狀 **not to advise the Credit**，它 **it** 必需 **must** 無延遲的 **without delay** 如此告知 **so inform** 此開狀行 **the Issuing Bank**。

b). 如果 **If** 此通知行 **the Advising Bank** 無能確立 **cannot establish** 該顯見的認證 **such apparent authenticity**，它必需 **it must**，無遲延的 **without delay**，告知 **inform** 所由收銀行 **the bank from**，其 **which** 此已完成收訖的 **to have been received** 指示出現 **the instructions appear**，著 **that** 它 **it** 無能確立 **has been unable to establish** 此信用狀該認證 **the authenticity of the Credit**，及 **and** 如果 **if** 它 **it** 選

擇 elects 仍然 nonetheless 通知此信用狀 to advise the Credit，它必需告知此受益方 it must inform the Beneficiary，此項 that 它 it 無能確立 has not been able to establish 此信用狀該認證 the authenticity of the Credit。

Article 8. Revocation of a Credit

第八條. 一信用狀之撤銷

- a、A revocable Credit may be amended or cancelled by the Issuing Bank at any moment and without prior notice to the Beneficiary.
- b、However, the Issuing Bank must:
- I、reimburse another bank with which a revocable Credit has been made available for sight payment, acceptance or negotiation
 - for any payment, acceptance or negotiation made by such bank
 - prior to receipt by it of notice of amendment or cancellation, against documents which appear on their face to be in compliance with the terms and conditions of the Credit,
 - II、reimburse another bank with which a revocable Credit has been made available for deferred payment, if such a bank has, prior to receipt by it of notice of amendment or cancellation, taken up documents which appear on their face to be in compliance with the terms and conditions of the Credit.
- a、一張可撤銷的信用狀得由開狀行隨時且無須預先通知受益方被修改或取消。
- b、無論如何，此開狀行必需要：
- I、於其一張可撤銷信用狀已辦理完成有效的即期付款，承兌或讓購，償付另一銀行
 - 已由該銀行辦理任何付款，承兌或讓購
 - 早於收到它修改通知書，或撤銷通知書，對應的單據其顯示於它們的票面上，是已符合此信用狀的條件及情況，
 - II、如該一銀行已經，早於收到它修改或撤銷通知書，所收受

的單據其顯示於它們的票面上，是已符合此信用狀的條件及情況，於其一張可撤銷信用狀已經辦理完成有效的延期付款，償付另一銀行。

- a、一張可撤銷的信用狀 **A revocable Credit** 得 **may** 由開狀行 **by the Issuing Bank** 隨時 **at any moment** 且 **and** 無須預先通知受益方 **without prior notice to the Beneficiary** 被修改或取消 **be amended or cancelled**。
- b、無論如何 **However**，此開狀行必需要 **the Issuing Bank must**：
- I、於其 **with which** 一張可撤銷信用狀 **a revocable Credit** 已辦理完成有效的即期付款 **has been made available for sight payment**，承兌或讓購 **acceptance or negotiation**，償付另一銀行 **reimburse another bank**
- 已由該銀行辦理 **made by such bank** 任何付款 **for any payment**，承兌或讓購 **acceptance or negotiation**
 - 早於收到 **prior to receipt by** 它修改或撤銷通知書 **it of notice of amendment or cancellation**，對應的單據 **against documents** 其顯示於它們的票面 **which appear on their face** 上，是已符合 **to be in compliance with** 此信用狀的條件及情況 **the terms and conditions of the Credit**，
- II、如該一銀行已經 **if such a bank has**，早於收到它修改或撤銷通知前 **prior to receipt by it of notice of amendment or cancellation**，所收受的單據 **taken up documents** 其 **which** 顯示於它們的票面上 **appear on their face**，是已符合 **to be in compliance with** 此信用狀的條件及情況 **the terms and conditions of the Credit**，於其 **with which** 一張可撤銷信用狀 **a revocable Credit** 已經辦理完成有效的 **has been made available for** 延期付款 **deferred payment**，償付另一銀行 **reimburse another bank**。

Article 9. Liability of Issuing and Confirming Banks

第九條 開狀行與保兌行之義務

- a、An irrevocable Credit constitutes a definite undertaking of the Issuing Bank, provided that the stipulated documents are presented to the Nominated Bank or to the Issuing Bank and that the terms and conditions of the Credit are complied with:
- I、if the Credit provides for sight payment
 - to pay at sight;
 - II、if the Credit provides for deferred payment
 - to pay on the maturity date(s) determinable in accordance with the stipulations of the Credit;
 - III、if the Credit provides for acceptance;
 - (a)、by the Issuing Bank
 - to accept Draft(s) drawn by the Beneficiary on the Issuing Bank and pay them at maturity, or
 - (b)、by another drawee bank
 - to accept and pay at maturity Draft(s) drawn by the Beneficiary on the Issuing Bank in the event the drawee bank stipulated in the Credit does not accept Draft(s) drawn on it, or to pay Draft(s) accepted but not paid by such drawee bank at maturity;
 - IV、if the Credit provides for negotiation
 - to pay without recourse to drawers and/or bona fide holders, Draft(s) drawn by the Beneficiary and/or document(s) presented under the Credit. A Credit should not be issued available by Draft(s) on the Applicant. If the Credit nevertheless calls for Draft(s) on the Applicant, banks will consider such Draft(s) as an additional document(s).
- b、A confirmation of an irrevocable Credit by another bank (the "Confirming Bank") upon the authorisation or request of the Issuing Bank, constitutes a definite undertaking of the Confirming Bank, in addition to that of the Issuing Bank, provided that the stipulated documents are presented to the Confirming Bank or to any other Nominated Bank and that the terms and conditions of the Credit are complied with:
- I、if the Credit provides for sight payment

- to pay at sight;
- II 、 if the Credit provides for deferred payment
 - to pay on the maturity date(s) determinable in accordance with the stipulations of the Credit;
- III 、 if the Credit provides for acceptance:
 - (a) 、 by the Confirming Bank
 - to accept Draft(s) drawn by the Beneficiary on the Confirming Bank and pay them at maturity, or
 - (b) 、 by another drawee bank
 - to accept and pay at maturity Draft(s) drawn by the Beneficiary on the Confirming Bank, in the event the drawee bank stipulated in the Credit does not accept Draft(s) drawn on it, or to pay Draft(s) accepted but not paid by such drawee bank at maturity;
- IV 、 if the Credit provides for negotiation
 - to negotiate without recourse to drawers and/or bona fide holders, Draft(s) drawn by the Beneficiary and/or document(s) presented under the Credit. A Credit should not be issued available by Draft(s) on the Applicant. If the Credit nevertheless calls for Draft(s) on the Applicant, banks will consider such Draft(s) as an additional document(s).
- c 、
 - I 、 If another bank is authorized or requested by the Issuing Bank to add its confirmation to a Credit but is not prepared to do so, it must so inform the Issuing Bank without delay.
 - II 、 Unless the Issuing Bank specifies otherwise in its authorization or request to add confirmation, the Advising Bank may advise the Credit to the Beneficiary without adding its confirmation.
- d 、
 - I 、 Except as otherwise provided by Article 48, an Irrevocable Credit can neither be amended nor cancelled without the agreement of the Issuing Bank, the Confirming Bank, if any, and the Beneficiary.

- II、The Issuing Bank shall be irrevocably bound by an amendment(s) issued by it from the time of the issuance of such amendment(s). A Confirming Bank may extend its confirmation to an amendment and shall be irrevocably bound as of the time of its advice of the amendment. A Confirming Bank may, however, choose to advise an amendment to the Beneficiary without extending its confirmation and if so, must inform the Issuing Bank and the Beneficiary without delay.
- III、The terms of the original Credit(or a Credit incorporating previously accepted amendment(s)) will remain in force for the Beneficiary until the Beneficiary communicates his acceptance of the amendment to the bank that advised such amendment. The Beneficiary should give notification of acceptance or rejection of amendment (s). If the Beneficiary fails to give such notification, the tender of documents to the Nominated Bank or Issuing Bank, that conform to the Credit and to not yet accepted amendment(s), will be deemed to be notification of acceptance by the Beneficiary of such amendment(s) and as of that moment the Credit will be amended.
- IV、Partial acceptance of amendments contained in one and the same advice of amendment is not allowed and consequently will not be given any effect.
- a、一張不可撤銷的信用狀構成一明確的開狀行義務，前題此規定的單據被提示給指定銀行或給開狀行且遵從該此信用狀的條件及情況：
- I、如此信用狀提供即期付款
 - 予即期付款；
 - II、如此信狀提供延期付款
 - 予依照信用狀規定的可確定日期付款；
 - III、如此信用狀提供承兌；
 - (a)、由開狀行
 - 予承兌由受益方簽發以開狀行為付款匯票且於到期付款，或
 - (b)、由另一付款行

- 予承兌並到期付款；
由受益方簽發以開狀行爲付款方匯票，假如此信用狀規定的付款行並不接受以它爲付款匯票，或付款
由該付款行已承兌匯票但到期未付款；

IV、如此信用狀提供讓購

- 予付款無追索權於發票方及/或善意持有方已由受益方簽發匯票及/或已依信用狀項下提示單據，。一張信用狀以申請方爲付款匯票不應被開發生效。如果此信用狀依然要求以申請方爲付款方匯票，銀行們將認爲該匯票係爲一份額外單據。

b、由另一銀行(指“保兌行”)因開狀行的授權或要求於一張不可撤銷信用狀一項保兌，對保兌銀行構成一明確的義務，也附帶及此於開狀行；前題這規定的單據被提示給保兌銀行或給任何其它指定的銀行且遵從該此信用狀的條件及情況：

I、如此信用狀提供即期付款

- 予即期付款；

II、如此信狀提供延期付款

- 依照信用狀規定的可確定到期日予付款；

III、如此信用狀提供承兌；

(a)、由此保兌行

- 予承兌由受益方簽發以保兌行付款匯票且於到期日付款，或

(b)、由另一付款行

- 予承兌並到期付款由受益方簽發以保兌行付款匯票，假如此信用狀規定的付款行並不接受以它爲付款之匯票，或予付款已由該付款行承兌匯票但到期未付款；

IV、如此信用狀提供讓購

- 予讓購無追索權於發票方及/或善意持有方，且已由受益方簽發匯票及/或已依信用狀項下提示單據。一張信用狀以申請方爲付款匯票不應被開發生效。如果此信用狀依然要求以申請方爲付款匯票，銀行們將認爲該匯票係爲一額外單據。

c、

- I、如另一銀行被由開狀行授權或被要求對一張信用狀增加它的保兌 但是並不準備照辦，它必需無延遲的如此告知該開狀行。

II、除非此開狀行在它的授權書或請求書中有其它的標註要增加保兌，此通知行得無需增加它的保兌通知此信用狀給受益方。

d、

I、除如第 48 條款另有規定外，一張不可撤銷的信用狀沒有該開狀行，該保兌行，如有，及受益方同意不能被修改或取銷。

II、自該修改書簽發的之際此開狀行將由一張它簽發的修改書被不可撤銷的拘束。

一家保兌行得延伸它的保兌範圍到一張修改書且自此修改書通知之際將被不可撤銷的拘束。

一家保兌行得，無論如何，選擇無延伸其保兌範圍通知一張修改書給受益方且如此，必需無遲延的告知開狀行及受益方。

III、原信用狀的條件（或一張信用狀編入以前已接受的修改書）將仍然強制於此受益方，直到此受益方知會他的修改接受書給其該修改書通知銀行。此受益方應給接受或拒絕該修改書通知。如果此受益方未能給該通知，當單據提交給指定行或開狀行，彼等和信用狀及未收受修改書一致，將被視為受益方對該修改書通知接受，且自此刻起這信用狀將被修改。

IV、接受包含於同樣一份修改通知書中部份修改是不被允許的，且因此將不給予任何效力。

a、一張不可撤銷的信用狀 **An irrevocable Credit** 構成 **constitutes** 一明確的 **a definite** 開狀行義務 **undertaking of the Issuing Bank**，前題 **provided that** 此規定的單據 **the stipulated documents** 被提示給 **are presented to** 指定銀行 **the Nominated Bank** 或 **or** 給 **to** 開狀行 **the Issuing Bank** 且 **and** 遵從 **are complied with** 該 **that the** 信用狀的條件及情況 **terms and conditions of the Credit**：

I、如 **if** 此信用狀 **the Credit** 提供 **provides for** 即期付款 **sight payment**

— 予即期付款 **to pay at sight**；

II、如 **if** 此信狀 **the Credit** 提供 **provides for** 延期付款 **deferred payment**

— 予依照信用狀規定的 **in accordance with the stipulations of the Credit** 可確定日期 **on the**

maturity date(s) determinable 付款 to pay ;

III、如 if 此信用狀 the Credit 提供 provides for 承兌 acceptance ;

(a)、由開狀行 by the Issuing Bank

- 予承兌 to accept 由受益方簽發 drawn by the Beneficiary 以開狀行為付款方 on the Issuing Bank 匯票 Draft(s) 且 and 於到期付款 pay them at maturity , 或 or

(b)、由另一付款行 by another drawee bank

- 予承兌並到期付款 to accept and pay at maturity ;

由受益方簽發 drawn by the Beneficiary 以開狀行為付款 on the Issuing Bank 匯票 Draft(s) , 假如 in the event 此信用狀規定的付款行 the drawee bank stipulated in the Credit 並不接受 does not accept 以它為付款 drawn on it 匯票 Draft(s) , 或付款 or to pay 由該付款行 by such drawee bank 已承兌匯票 Draft(s) accepted 但到期未付款 but not paid at maturity ;

IV、如 if 此信用狀 the Credit 提供 provides for 讓購 negotiation

- 予付款 to pay 無追索權於發票方 without recourse to drawers 及 and / 或 or 善意持有方 bona fide holders , 已由受益方簽發 drawn by the Beneficiary 匯票 Draft(s) 及 and / 或 or 已依信用狀項下提示單據 document(s) presented under the Credit , 。

一張信用狀 A Credit 以申請方為付款匯票 by Draft(s) on the Applicant 不應 should not 被開發生效 be issued available 。如果 If 此信用狀 the Credit 依然 nevertheless 要求 calls for 以申請方為付款方匯票 Draft(s) on the Applicant , 銀行們 banks 將認為 will consider 該匯票 such Draft(s) 係為 as 一份額外單據 an additional document(s) 。

b、由另一銀行 by another bank (指 the “保兌行 Confirminn Bank”) 因 upon 開狀行的授權或要求 the authorisation or request of the Issuing Bank 於一張不可撤銷信用狀一項保兌

A confirmation of an irrevocable Credit，對保兌銀行 of the Confirming Bank 構成 constitutes 一明確的義務 a definite undertaking，也附帶及 in addition to 此 that 於 of 開狀行 the Issuing Bank；前題 provided that 這規定的單據被提示給保兌銀行或給任何其它指定的銀行 the stipulated documents are presented to the Confirming Bank or to any other Nominated Bank 且 and that 遵從 are complied with 該此信用狀的條件及情況 the terms and conditions of the Credit：

- I、如 if 此信用狀 the Credit 提供 provides for 即期付款 sight payment
 - 予即期付款 to pay at sight；
- II、如 if 此信狀 the Credit 提供 provides for 延期付款 deferred payment
 - 依照信用狀規定的 in accordance with the stipulations of the Credit 可確定到期日 on the maturity date(s) determinable 予付款 to pay；
- III、如 if 此信用狀 the Credit 提供 provides for 承兌 acceptance；
 - (a)、由此保兌行 by the Confirming Bank
 - 予承兌 to accept 由受益方簽發 drawn by the Beneficiary 以保兌行付款 on the Confirming Bank 匯票 Draft(s) 且 and 於到期日付款 pay them at maturity，或 or
 - (b)、由另一付款行 by another drawee bank
 - 予承兌並到期付款 to accept and pay at maturity 由受益方簽發 drawn by the Beneficiary 以保兌行付款 on the Confirming Bank 匯票 Draft(s)，假如 in the event 此信用狀規定的付款行 the drawee bank stipulated in the Credit 並不 does not 接受 accept 以它為付款 drawn on it 匯票 Draft(s)，或 or 予付款 to pay 已由該付款行 by such drawee bank 承兌 匯票 Draft(s) accepted 但到期未付款 but not paid at maturity；
- IV、如 if 此信用狀 the Credit 提供 provides for 讓購 negotiation
 - 予讓購 to negotiate 無追索權於發票方 without

recourse to drawers 及 and /或 or 善意持有方 bona fide holders，且已由受益方簽發 drawn by the Beneficiary 匯票 Draft(s)及 and /或 or 已依信用狀項下 under the Credit 提示單據 document(s) presented。

一張信用狀 A Credit 以申請方為付款匯票 by Draft(s) on the Applicant 不應 should not 被開發生效 be issued available。如果 If 此信用狀 the Credit 依然 nevertheless 要求 calls for 以申請方為付款匯票 Draft(s) on the Applicant，銀行們 banks 將認為 will consider 該匯票 such Draft(s) 係為 as 一額外單據 an additional document(s)。

c、

I、如 If 另一銀行 another bank 被由開狀行授權或被要求 is authorized or requested by the Issuing Bank 對一張信用狀 to a Credit 增加它的保兌 to add its confirmation 但是 but 並不準備照辦 is not prepared to do so，它 it 必需 must 無延遲的 without delay 如此 so 告知該開狀行 inform the Issuing Bank。

II、除非 Unless 此開狀行 the Issuing Bank 在它的授權書或請求書中 in its authorization or request 有其它的標註 specifies otherwise 要增加保兌 to add confirmation，此通知行 the Advising Bank 得 may 無需增加它的保兌 without adding its confirmation 通知此信用狀給受益方 advise the Credit to the Beneficiary。

d、

I、除 Except 如 as 第 48 條款另有規定外 otherwise provided by Article 48，一張不可撤銷的信用狀 an Irrevocable Credit 沒有該開狀行，該保兌行，如有，及受益方同意 without the agreement of the Issuing Bank, the Confirming Bank, if any, and the Beneficiary 不能被修改或取銷 can neither be amended nor cancelled。

II、自該修改書簽發的之際 from the time of the issuance of such amendment(s)此開狀行 The Issuing Bank 將 shall 由一張它簽發的修改書 by an amendment(s) issued by it 被不可撤銷的拘束 be irrevocably bound。一家保兌行 A Confirming Bank 得 may 延伸它的保兌範

圍 extend its confirmation 到一張修改書 to an amendment 且 and 自此修改書通知之際 as of the time of its advice of the amendment 將被不可撤銷的拘束 shall be irrevocably bound 。

一家保兌行 A Confirming Bank 得 may，無論如何 however，選擇 choose to 無延伸其保兌範圍 without extending its confirmation 通知一張修改書給受益方 advise an amendment to the Beneficiary 且 and 如 if 此 so，必需 must 無遲延的 without delay 告知開狀行及受益方 inform the Issuing Bank and the Beneficiary 。

III、原信用狀的條件 The terms of the original Credit (或一 or 張信用狀 a Credit 編入 incorporating 以前已接受的修改書 previously accepted amendment(s)) 將仍然 will remain 強制於此受益方 in force for the Beneficiary 直到此受益方 until the Beneficiary 知會他的修改接受書 communicates his acceptance of the amendment 給其 to the 該修改書通知 that advised such amendment 銀行 bank。此受益方 The Beneficiary 應 should 給 give 接受或拒絕該修改書通知 notification of acceptance or rejection of amendment。如果 If 此受益方 the Beneficiary 未能 fails to 給 give 該通知 such notification，當單據提交 the tender of documents 給 to 指定行或開狀行 the Nominated Bank or Issuing Bank，彼等 that 和信用狀 conform to the Credit 及 and 未收受修改書 to not yet accepted amendment(s) 一致，將 will 被視為是 be deemed to be 受益方 by the Beneficiary 對該修改書 of such amendment(s) 通知接受 notification of acceptance 且 and 自此刻起 as of that moment 這信用狀將被修改 the Credit will be amended 。

IV、接受包含於同樣一份修改通知書中部份修改 Partial acceptance of amendments contained in one and the same advice of amendment 是不被允許的 is not allowed 且 and 因此 consequently 將不給予任何效力 will not be given any effect 。

Article 10. Types of Credit

第十條 信用狀之型式

- a、 All Credits must clearly indicate whether they are available by sight payment, by deferred payment, by acceptance or by negotiation.
- b、
- I、 Unless the Credit stipulates that it is available only with the Issuing Bank, all Credits must nominate the bank(the "Nominated Bank") which is authorized to pay, to incur a deferred payment undertaking, to accept Draft(s) or to negotiate. In a freely negotiable Credit, any bank is a Nominated Bank
- Presentation of documents must be made to the Issuing Bank or the Confirming Bank, if any, or any other Nominated Bank.
- Negotiation means the giving of value for Draft(s) and/or document(s) by the bank authorized to negotiate. Mere examination of the documents without giving of value does not constitute a negotiation.
- c、 Unless the Nominated Bank is the Confirming Bank, nomination by the Issuing Bank does not constitute any undertaking by the Nominated Bank to pay, to incur a deferred payment undertaking, to accept Draft (s), or to negotiate. Except where expressly agreed to by the Nominated Bank and so communicated to the Beneficiary, the Nominated Bank's receipt of and/or examination and/or forwarding of the documents does not make that bank liable to pay, to incur a deferred payment undertaking, to accept Draft(s), or to negotiate.
- d、 By nominating another bank, or by allowing for negotiation by any bank, or by authorizing or requesting another bank to add its confirmation, the Issuing Bank authorizes such bank to pay, accept Draft(s) or negotiate as the case may be, against documents which appear on their face to be in compliance with the terms and conditions of the Credit and undertakes to reimburse such bank in accordance with the provisions of these Articles.

- a、所有的信用狀必需清楚的標明它們是否以即期付款，以延期付

款，以承兌或以讓購適用。

b、

I、除非此信用狀規定著它僅是適用於開狀行，所有的信用狀必需指定其被授權予付款，予承擔延期付款義務，予承兌匯票或予讓購銀行(指“指定行”)。在一張自由讓購的信用狀中，任何銀行是一家指定銀行。

單據提示必需對開狀行或保兌行，如有，或任何指定銀行辦理。

讓購意指由授權讓購銀行對匯票及/或單據支付一個對價。僅審查單據未支付對價是不構成一項讓購。

c、除非此指定銀行是這保兌行，開狀行的指定不構成此指定銀行任何義務予付款，予承擔延期付款義務，予承兌匯票，或予讓購。除了指定銀行明白的同意且如此知會給受益方，此指定銀行接受及/或審查及/或遞送單據不造成該等銀行有責任予付款，予承擔延期付款義務，予承兌匯票，或予讓購。

d、由指定另一銀行，或由允許任一銀行讓購，或由授權或請求另一銀行加以保兌，此開狀行授權該銀行，對應的單據其顯示於票面是符合此信用狀該條件和情況予付款，承兌匯票或讓購如此情況得是，且則有義務償付該等銀行以符合本慣例條款。

a、所有的信用狀 **All Credits** 必需清楚的標明 **must clearly indicate** 它們是否 **whether they are** 以即期付款 **by sight payment**，以延期付款 **by deferred payment**，以承兌 **by acceptance** 或 **or** 以讓購 **by negotiation** 適用 **available**。

b、

I、除非 **Unless** 此信用狀規定著 **the Credit stipulates that** 它僅是適用於開狀行 **it is available only with the Issuing Bank**，所有的信用狀必需指定 **all Credits must nominate** 其被授權 **which is authorized** 予付款 **to pay**，予承擔延期付款義務 **to incur a deferred payment undertaking**，予承兌匯票 **to accept Draft(s)**或 **or** 予讓購 **to negotiate** 銀行 **the bank** (指 **the “指定行 Nominated Bank”**)。在一張自由讓購的信用狀中 **In a freely negotiable Credit**，任何銀行 **any bank** 是一家指定銀行 **is a Nominated Bank**。

單據提示 **Presentation of documents** 必需 **must** 對開狀行 **to the Issuing Bank** 或 **or** 保兌行 **the**

Confirming Bank，如有 if any，或 or 任何指定銀行 any other Nominated Bank 辦理 be made。

讓購意指由授權讓購銀行對匯票及/或單據支付一個對價。僅審查單據未支付對價是不構成一項讓購。

Negotiation means the giving of value for Draft(s) and/or document(s) by the bank authorized to negotiate. Mere examination of the documents without giving of value does not constitute a negotiation.

- c、除非 Unless 此指定銀行是這保兌行 the Nominated Bank is the Confirming Bank，開狀行的指定 nomination by the Issuing Bank 不構成 does not constitute 此指定銀行任何義務 any undertaking by the Nominated Bank 予付款 to pay，予承擔延期付款義務 to incur a deferred payment undertaking，予承兌匯票 to accept Draft (s)，或 or 予讓購 to negotiate。除了 Except 指定銀行明白的同意 where expressly agreed to by the Nominated Bank 且 and 如此知會給受益方 so communicated to the Beneficiary，此指定銀行接受 the Nominated Bank's receipt of 及 and /或 or 審查 examination 及 and /或 or 遞送單據 forwarding of the documents 不造成 does not make 該等銀行 that bank 有責任予付款 liable to pay，予承擔延期付款義務 to incur a deferred payment undertaking，予承兌匯票 to accept Draft(s)，或 or 予讓購 to negotiate。
- d、由指定另一銀行 By nominating another bank，或由允許任一銀行讓購 or by allowing for negotiation by any bank，或由授權或請求另一銀行加以保兌 or by authorizing or requesting another bank to add its confirmation，此開狀行授權該銀行 the Issuing Bank authorizes such bank，對應的單據 against documents 其顯示於票面 which appear on their face 是符合此信用狀該條件和情況 to be in compliance with the terms and conditions of the Credit 予付款 to pay，承兌匯票 accept Draft(s)或 or 讓購 negotiate 如此情況得是 as the case may be，且 and 則有義務償付該等銀行 undertakes to reimburse such bank 以符合本慣例條款 in accordance with the provisions of these Articles。

Article 11. Teletransmitted and Pre-Advised Credits

第十一條 電傳與預告信用狀

a、

I、When an Issuing Bank instructs an Advising Bank by an authenticated teletransmission to advise a Credit or an amendment to a Credit, the teletransmission will be deemed to be the operative Credit instrument or the operative amendment, and no mail confirmation should be sent. Should a mail confirmation nevertheless be sent, it will have no effect and the Advising Bank will have no obligation to check such mail confirmation against the operative Credit instrument or the operative amendment received by teletransmission.

II、If the teletransmission states "full details to follow"(or words of similar effect) or states that the mail confirmation is to be the operative Credit instrument or the operative amendment, then the teletransmission will not be deemed to be the operative Credit instrument or the operative amendment. The Issuing Bank must forward the operative Credit instrument or the operative amendment to such Advising Bank without delay.

b、If a bank uses the services of an Advising Bank to have the Credit advised to the Beneficiary, it must also use the services of the same bank for advising an amendment(s)

c、A preliminary advice of the issuance or amendment of an irrevocable Credit(pre-advice), shall only be given by an Issuing Bank if such bank is prepared to issue

- the operative Credit instrument or the operative amendment thereto.

Unless otherwise stated in such preliminary advice by the Issuing Bank, an Issuing Bank having given such pre-advice shall be irrevocably committed to issue or amend the Credit, in terms not inconsistent with the pre-advice, without delay.

a、

I、當一家開狀行以認證電傳方式指示一家通知行通知一張信用狀或對一張信用狀的一份修改書，此電傳將被視為是有效的信用狀指示或有效的修改書，且將無信件確認函將被送出。當一張信件確認函依然被送出，它將是無作用的且此通知行將無義務對收自電傳之有效的的信用狀指示或有效的修改書與該信件確認函比對。

II、如果電傳敘述"完整明細會後送"（或類似作用詞語），或敘述著此郵寄確認書將是有效的信用狀指示或有效的修改書，然後此電傳將不被視為是有效的信用狀指示或有效的修改書。此開狀行必需無遲延的遞送此有效的信用狀指示或有效的修改書給該通知行。

b、如果一家銀行使用一家通知行的服務而使此信用狀通知給受益方，它必需同樣使用同一銀行的該服務以通知一張修改書。

c、一張不可撤銷信用狀的開發或修改初步通知書(預告)，僅當由一家開狀行給予如該開狀行是準備開發

– 此有效的信用狀指示或及此此有效的修改書。

除非由開狀行通知的該初步通知書中有其它敘述，一家開狀行所給予的該預告將是，需無遲延的，在條件中不可抵觸此預告不可撤銷的委付予開發或修改此信用狀。

a、

I、當一家開狀行When an Issuing Bank以認證電傳方式by an authenticated teletransmission指示一家通知行 instructs an Advising Bank通知一張信用狀to advise a Credit或對一張信用狀的一份修改書or an amendment to a Credit，此電傳the teletransmission將被視為will be deemed to是有效的信用狀指示be the operative Credit instrument或有效的修改書or the operative amendment，且and將無信件確認函將被送出no mail confirmation should be sent。當一張信件確認函依然被送出Should a mail confirmation nevertheless be sent，它將是無作用的it will have no effect且and此通知行the Advising Bank將無義務will have no obligation對收自電傳之有效的的信用狀指示或有效的修改書against the operative Credit instrument or the operative amendment received by teletransmission與to該信件確認函such mail confirmation比對check。

- II、如果電傳敘述If the teletransmission states "完整明細會後送full details to follow" (或類似作用詞語or words of similar effect)，或敘述著or states that此郵寄確認書將是有效的信用狀指示或有效的修改書the mail confirmation is to be the operative Credit instrument or the operative amendment，然後then此電傳將不被視為是有效的信用狀指示或有效的修改書the teletransmission will not be deemed to be the operative Credit instrument or the operative amendment。此開狀行必需The Issuing Bank must無遲延的without delay遞送此有效的信用狀指示或有效的修改書給該通知行forward the operative Credit instrument or the operative amendment to such Advising Bank。
- b、如果If一家銀行使用a bank uses一家通知行的服務the services of an Advising Bank而使此信用狀通知給受益方to have the Credit advised to the Beneficiary，它必需同樣使用it must also use同一銀行的該服務the services of the same bank以通知一張修改書for advising an amendment(s)。
- c、一張不可撤銷信用狀的開發或修改初步通知書A preliminary advice of the issuance or amendment of an irrevocable Credit (預告pre-advice)，僅當由一家開狀行給予shall only be given by an Issuing Bank如該開狀行是準備開發if such bank is prepared to issue
- 此有效的信用狀指示the operative Credit instrument或及此thereto此有效的修改書the operative amendment。
- 除非由開狀行通知的該初步通知書中有其它敘述Unless otherwise stated in such preliminary advice by the Issuing Bank，一家開狀行所給予的該預告將是an Issuing Bank having given such pre-advice shall be，需無遲延的without delay，在條件中不可抵觸此預告in terms not inconsistent with the pre-advice不可撤銷的委付予開發或修改此信用狀irrevocably committed to issue or amend the Credit。

Article 12. Incomplete or Unclear Instructions

第十二條 不完整或不明確之指示

If incomplete or unclear instructions are received to advise, confirm or amend a Credit, the bank requested to act on such instructions may give preliminary notification to the Beneficiary for information only and without responsibility. This preliminary notification should state clearly that the notification is provided for information only and without the responsibility of the Advising Bank. In any event, the Advising Bank must inform the Issuing Bank of the action taken and request it to provide the necessary information. The Issuing Bank must provide the necessary information without delay. The Credit will be advised, confirmed or amended, only when complete and clear instructions have been received and if the Advising Bank is then prepared to act on the instructions.

如果不完整或不清楚的指示被收到要通知，要保兌或要修改一張信用狀，此銀行被要求擔任該等指示得給予受益方參考用之初步通知書且無責任。

這份初步通知書應清楚敘述著此通知書是僅供參考用且此通知行無此責任。

無論如何，此通知銀行必需告知此開狀行其被採行作為且要求它要提供此外必須的資訊。

此開狀行必需無遲延的提供所需資訊，僅當完整且清楚的指示已被收到且如此通知銀行是隨後準備依指示擔任，此該信用狀將被通知，被保兌或被修改。

如果不完整或不清楚的指示被收到 **If incomplete or unclear instructions are received** 要通知 **to advise**，要保兌 **confirm** 或或要修改 **amend** 一張信用狀 **a Credit**，此銀行 **the bank** 被要求擔任 **requested to act on** 該等指示 **such instructions** 得給予 **may give** 受益方參考用之初步通知書 **preliminary notification to the Beneficiary for information only** 且 **and** 無責任 **without responsibility**。

這份初步通知書應清楚敘述著 **This preliminary notification should state clearly that** 此通知書是僅供參考用 **the notification is provided for information only** 且 **and** 此通知行無此責任 **without the responsibility of the Advising Bank**。

無論如何In any event，此通知銀行必需告知此開狀行the Advising Bank must inform the Issuing Bank其被採行作為of the action taken且and要求它request it要提供此外必須的資訊to provide the necessary information。

此開狀行必需The Issuing Bank must無遲延的without delay提供所需資訊provide the necessary information，僅當完整且清楚的指示only when complete and clear instructions已被收到have been received且and如此通知銀行if the Advising Bank是隨後is then準備依指示擔任prepared to act on the instructions，此該信用狀將被通知The Credit will be advised，被保兌confirmed或被修改or amended。

C. LIABILITIES AND RESPONSIBILITIES

C、義務與責任

Article 13. Standard for Examination of Documents

第十三條 審查單據之標準

a. Banks must examine all documents stipulated in the Credit with reasonable care, to ascertain whether or not they appear, on their face, to be in compliance with the terms and conditions of the Credit. Compliance of the stipulated documents on their face with the terms and conditions of the Credit, shall be determined by international standard banking practice as reflected in these Articles. Documents which appear on their face to be inconsistent with one another will be considered as not appearing on their face to be in compliance with the terms and conditions of the Credit.

Documents not stipulated in the Credit will not be examined by banks. If they receive such documents, they shall return them to the presenter or pass them on without responsibility.

b. The Issuing Bank, the Confirming Bank, if any, or a Nominated Bank acting on their behalf, shall each have a reasonable time, not to exceed seven banking days following the day of receipt of the documents, to examine the documents and determine whether to take up or

refuse the documents and to inform the party from which it received the documents accordingly.

- c. If a Credit contains conditions without stating the document(s) to be presented in compliance therewith, banks will deem such conditions as not stated and will disregard them.
- a. 銀行們必需以合理的關注審查所有信用狀中規定的單據，要確認是否它們顯示，於票面上，符合信用狀的條件及情況。一致性於規定的單據於它們的票面上和信用狀的條件及情況，將取決於本慣例中反應於國際間銀行的標準作業實務。單據其顯示於票面上彼此抵觸將會被認為非顯示於票面上是符合信用狀的條件和情況。
單據非規定於信用狀中將不會被銀行們審查，如果他們收到諸類單據件，他們將無附帶責任的退回它們給提示者，或遞傳它們。
- b. 此開狀行，此保兌行，如有，或一家指定擔任代理銀行，將各有一合理時間，自收到單據隔日起不超過七個銀行營業日，以審查單據及決定是否接受或拒絕該單據及遂告知單據它所由收方。
- c. 如果一張信用狀包含情況未敘述需被提示及與符合之單據，銀行將視這些情況是非被敘述的且將不理會。
- a. 銀行們必需 **Banks must** 以合理的關注 **with reasonable care** 審查所有 **examine all** 信用狀中規定的單據 **documents stipulated in the Credit**，要確認是否它們顯示 **to ascertain whether or not they appear**，於票面上 **on their face**，符合信用狀的條件及情況 **to be in compliance with the terms and conditions of the Credit**。一致性 **Compliance** 於規定的單據 **of the stipulated documents** 於它們的票面上 **on their face** 和信用狀的條件及情況 **with the terms and conditions of the Credit**，將取決於 **shall be determined by** 本慣例中反應於 **as reflected in these Articles** 國際間銀行的標準作業實務 **international standard banking practice**。單據其顯示於票面上 **Documents which appear on their face** 彼此抵觸 **to be inconsistent with one another** 將會被認為非顯示於票面上 **will be considered as not appearing on their face** 是符合信用狀的條件和情況 **to be in compliance with the terms and conditions of the Credit**。

非規定於信用狀中單據 Documents not stipulated in the Credit 將不會被銀行們審查 will not be examined by banks , 如果他們收到諸類單據件 If they receive such documents , 他們將 they shall 無附帶責任的 without responsibility 退回它們給提示者 return them to the presenter , 或遞傳它們 or pass them on 。

- b. 此開狀行 The Issuing Bank , 此保兌行 the Confirming Bank , 如有 if any , 或 or 一家指定擔任代理銀行 a Nominated Bank acting on their behalf , 將各有一合理時間 shall each have a reasonable time , 自收到單據隔日起 following the day of receipt of the documents 不超過七個銀行營業日 not to exceed seven banking days , 以審查單據 to examine the documents 及 and 決定是否接受 determine whether to take up 或拒絕該單據 or refuse the documents 及 and 遂 accordingly 告知 to inform 單據它所由收方 the party from which it received the documents 。
- c. 如果一張信用狀包含情況 If a Credit contains conditions 未敘述 without stating 需被提示 to be presented 及與 therewith 符合 in compliance 之單據 the document(s) , 銀行將視這些情況 banks will deem such conditions 是非被敘述的 as not stated 且 and 將不理會 will disregard them 。

Article 14. Discrepant Documents and Notice

第十四條 瑕疵單據與通知

- a 、 When the Issuing Bank authorizes another bank to pay, incur a deferred payment undertaking, accept Draft(s), or negotiate against documents which appear on their face to be in compliance with the terms and conditions of the Credit, the Issuing Bank and the Confirming Bank, if any, are bound:
 - I 、 to reimburse the Nominated Bank which has paid, incurred a deferred payment undertaking, accepted Draft(s), or negotiated,
 - II 、 to take up the documents.
- b 、 Upon receipt of the documents the Issuing Bank and/or Confirming Bank, if any, or a Nominated Bank acting on their behalf, must determine on the basis of the documents alone whether or not they appear on their

- face to be in compliance with the terms and conditions of the Credit. If the documents appear on their face not to be in compliance with the terms and conditions of the Credit, such banks may refuse to take up the documents.
- c、If the Issuing Bank determines that the documents appear on their face not to be in compliance with the terms and conditions of the Credit, it may in its sole judgment approach the Applicant for a waiver of the discrepancy(ies). This does not, however, extend the period mentioned in sub-Article 13(b).
 - d、
 - I、If the Issuing Bank and/or Confirming Bank, if any, or a Nominated Bank acting on their behalf, decides to refuse the documents, it must give notice to that effect by telecommunication or, if that is not possible, by other expeditious means, without delay but no later than the close of the seventh banking day following the day of receipt of the documents. Such notice shall be given to the bank from which it received the documents, or to the Beneficiary, if it received the documents directly from him.
 - II、Such notice must state all discrepancies in respect of which the bank refuses the documents and must also state whether it is holding the documents at the disposal of, or is returning them to, the presenter.
 - III、The Issuing Bank and/or Confirming Bank, if any, shall then be entitled to claim from the remitting bank refund, with interest, of any reimbursement which has been made to that bank.
 - e、If the Issuing Bank and/or Confirming Bank, if any, fails to act in accordance with the provisions of this Article and/or fails to hold the documents at the disposal of, or return them to the presenter, the Issuing Bank and/or Confirming Bank, if any, shall be precluded from claiming that the documents are not in compliance with the terms and conditions of the Credit.
 - f、If the remitting bank draws the attention of the Issuing and/or Confirming Bank, if any, to any discrepancy(ies) in the document(s) or advises such banks that it has paid, incurred a deferred payment undertaking, accepted Draft(s) or negotiated under reserve or against an

indemnity in respect of such discrepancy(ies), the Issuing Bank and/or Confirming Bank, if any, shall not be thereby relieved from any of their obligations under any provision of this Article. Such reserve or indemnity concerns only the relations between the remitting bank and the party towards whom the reserve was made, or from whom, or on whose behalf, the indemnity was obtained.

- a、當此開狀行授權另一銀行對憑單據其顯示於其票面是符合信用狀的條件和情況者予付款，承擔延期付款義務，承兌匯票，或讓購，此開狀行及保兌行，如有，被拘束：
 - I、予償還此指定銀行其已付款，已承擔延期付款義務，已承兌匯票，或已讓購者。
 - II、接受此等單據。
- b、一當收到單據此開狀行及/或保兌行，如有，或一家指定擔任其代理的銀行，必需單獨的根據單據基本面決定是否它們顯示於其票面是符合信用狀條件及情況。如果此單據顯示於它們票面上是不符合信用狀條件及情況，該銀行們得拒絕接受此等單據。
- c、如果此開狀行決定著此單據顯示於其票面上是不符合信用狀條件及情況，它得自行判斷向申請方要求豁免該瑕疵。此舉不能，無論如何，展延本慣例第13(b)中其此所提時段。
- d、
 - I、如果此開狀行及/或保兌行，如有，或一家指定擔任其代理銀行，決定要拒絕此等單據，它必需，無遲延的但不晚於收到單據起七個銀行工作日之最後一天以電傳或，如其是不可行時，以其它快捷方式行爲給通知。諸類通知應當被給予單據所由收的銀行，或給予受益方，如它直接的自他處收到單據。
 - II、該類通知必需敘述相關其此銀行拒絕此等單據所有瑕疵，及必需同樣敘述是否它正留持這些單據中等候處置，或是正在退還它們給，提示者。
 - III、此開狀行及/或保兌行，如有，當隨行使權利以主張從匯寄行退還任何它已經給該行償付款，加計利息。
- e、如果此開狀行及/或保兌行，如有，未能依循本慣例條款行爲，及/或未能留持此等單據等候處置，或退還它們給提示者，此開狀行及/或保兌行，如有，當被排除自主張著此等單據不是符合信用狀的條件及情況。

- f、如果匯寄行提醒開狀行及/或保兌行，如有，單據中任何瑕疵或通知該等銀行們，於保留或憑一份相關該(等)瑕疵的保結書下，其已經付款，已經承擔延期付款義務，已經承兌匯票或已經讓購，此開狀行及/或保兌行，如有，將不因此去除任何它們於本慣例任何條款下的義務。此類的保留或保結關涉僅於在匯寄行和立結保留方，或發出方，或代理收受保結書方間關係。
- a、當此開狀行授權另一銀行**When the Issuing Bank authorizes another bank**對憑單據**against documents**其顯示於其票面**which appear on their face**是符合信用狀的條件和情況者**to be in compliance with the terms and conditions of the Credit**予付款**to pay**，承擔延期付款義務**incur a deferred payment undertaking**，承兌匯票**accept Draft(s)**，或讓購**or negotiate**，此開狀行及保兌行**the Issuing Bank and the Confirming Bank**，如有**if any**，被拘束**are bound**：
- I、予償還此指定銀行 **to reimburse the Nominated Bank** 其已付款 **which has paid**，已承擔延期付款義務 **incurred a deferred payment undertaking**，已承兌匯票 **accepted Draft(s)**，或已讓購者 **or negotiated**。
 - II、接受此等單據 **to take up the documents**。
- b、一當收到單據**Upon receipt of the documents**此開狀行及**the Issuing Bank and / or Confirming Bank**，如有**if any**，或一家指定擔任其代理的銀行**or a Nominated Bank acting on their behalf**，必需**must**單獨的根據單據基本面決定**determine on the basis of the documents alone**是否**whether or not**它們顯示於其票面**they appear on their face**是符合信用狀條件及情況**to be in compliance with the terms and conditions of the Credit**。如果此單據顯示於它們票面上**If the documents appear on their face**是不符合信用狀條件及情況**not to be in compliance with the terms and conditions of the Credit**，該銀行們得拒絕接受此等單據**such banks may refuse to take up the documents**。
- c、如果此開狀行決定著**If the Issuing Bank determines that**此單據顯示於其票面上**the documents appear on their face**是不符合信用狀條件及情況**not to be in compliance with the terms and conditions of the Credit**，它得自行判斷**it may in its sole judgment**向申請方要求豁免該瑕疵**approach the Applicant for a waiver of the discrepancy(ies)**。此舉不能

This does not, 無論如何however, 展延本慣例第13(b)中其此所提時段extend the period mentioned in sub-Article 13(b)。

d、

I、如果此開狀行及 If the Issuing Bank and /或保兌行 or Confirming Bank, 如有 if any, 或一家指定擔任其代理銀行 or a Nominated Bank acting on their behalf, 決定要拒絕此等單據 decides to refuse the documents, 它必需 it must, 無遲延的 without delay 但不晚於收到單據起七個銀行工作日之最後一天 but no later than the close of the seventh banking day following the day of receipt of the documents 以電傳 by telecommunication 或 or, 如其是不可行時 if that is not possible, 以其它快捷方式 by other expeditious means 行爲給通知 give notice to that effect。諸類通知應當被給予 Such notice shall be given to 單據所由收的銀行 the bank from which it received the documents, 或給予受益方 or to the Beneficiary, 如它直接的自他處收到單據 if it received the documents directly from him。

II、該類通知Such notice必需敘述must state相關其此銀行拒絕此等單據所有瑕疵all discrepancies in respect of which the bank refuses the documents, 及必需同樣敘述and must also state是否它正留持這些單據中whether it is holding the documents等候處置at the disposal of, 或是正在退還它們給or is returning them to, 提示者 the presenter。

III、此開狀行及The Issuing Bank and /或保兌行or Confirming Bank, 如有if any, 當隨shall then行使權利以主張be entitled to claim從匯寄行退還from the remitting bank refund任何它已經給該行償付款of any reimbursement which has been made to that bank, 加計利息with interest。

e、如果此開狀行及If the Issuing Bank and /或保兌行or Confirming Bank, 如有if any, 未能依循本慣例條款行爲 fails to act in accordance with the provisions of this Article及 and /或未能留持此等單據等候處置or fails to hold the documents at the disposal of, 或退還它們給提示者or

return them to the presenter，此開狀行及the Issuing Bank and /或保兌行or Confirming Bank，如有if any，當被排除自主張著shall be precluded from claiming that此等單據不是符合信用狀的條件及情況the documents are not in compliance with the terms and conditions of the Credit。

f、如果匯寄行If the remitting bank提醒draws the attention of開狀行及the Issuing and /或保兌行or Confirming Bank，如有if any，單據中任何瑕疵to any discrepancy(ies) in the document(s)或通知該等銀行們or advises such banks，於保留或憑一份相關該(等)瑕疵的保結書下under reserve or against an indemnity in respect of such discrepancy(ies)，其已經付款that it has paid，已經承擔延期付款義務incurred a deferred payment undertaking，已經承兌匯票accepted Draft(s)或已經讓購or negotiated，此開狀行及the Issuing Bank and /或保兌行or Confirming Bank，如有if any，將不因此去除shall not be thereby relieved from任何它們於本慣例任何條款下的義務any of their obligations under any provision of this Article。此類的保留或保結關涉Such reserve or indemnity concerns僅於在匯寄行only between the remitting bank和and立結保留方the party towards whom the reserve was made，或發出方or from whom，或代理or on whose behalf收受保結書方間the indemnity was obtained關係the relations。

Article 15. Disclaimer on Effectiveness of Documents

第十五條 單據有效性之無責主張

Banks assume no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document(s), or for the general and/or particular conditions stipulated in the document(s) or superimposed thereon; nor do they assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods represented by any document(s), or for the good faith or acts

and/or omissions, solvency, performance or standing of the consignors, the carriers, the forwarders, the consignees or the insurers of the goods, or any other person whomsoever.

銀行們對於任何單據的格式，充分性，正確性，真實性，偽造或法律效力，或對規定於單據中或加註其上的一般及/或個別情況不擔當義務或責任；

或同樣的他們對於任何單據代表的貨物之說明，數量，重量，品質，狀況，包裝，交送，價值或存在或善意人或發貨人，運送人，承攬運送人，收貨人，或貨物保險人或任何其它相關人員或行爲及/或忽略，清償能力，履行或信用不擔當任何義務或責任；

銀行們 Banks 對於任何單據的 of any document(s)格式 for the form，充分性 sufficiency，正確性 accuracy，真實性 genuineness，偽造 falsification 或法律效力 or legal effect，或 or 對規定於單據中 stipulated in the document(s)或加註其上的 or superimposed thereon 一般及 for the general and / 或個別情況 or particular conditions 不擔當義務或責任 assume no liability or responsibility；

或同樣的他們 nor do they 對於任何單據代表的貨物 of the goods represented by any document(s)之說明 for the description，數量 quantity，重量 weight，品質 quality，狀況 condition，包裝 packing，交送 delivery，價值 value 或存在 or existence 或 or 善意人 for the good faith 或發貨人 of the consignors，運送人 the carriers，承攬運送人 the forwarders，收貨人 the consignees，或貨物保險人 or the insurers of the goods 或任何其它相關人員之 or any other person whomsoever 或行爲及 or acts and /或忽略 or omissions，清償能力 solvency，履行 performance 或信用 or standing 不擔當任何義務或責任 assume any liability or responsibility；

Article 16. Disclaimer on the Transmission of Messages

第十六條 訊息傳送之無責主張

Banks assume no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message(s), letter(s) or document(s), or for delay, mutilation or other error(s) arising in the transmission of any telecommunication. Banks assume no liability or responsibility for errors in translation and/or interpretation of technical terms, and reserve the right to transmit Credit terms without translating them.

銀行們對於因於傳遞任何訊息，信函或單據延誤發生結果及/或短失，或於任何電傳傳訊中之遲延，殘缺或其它錯誤發生不擔當義務或責任。銀行們對於翻譯及/或專門術語解釋錯誤不擔當義務或責任，及保留未經翻譯傳達信用狀權利。

銀行們 Banks 對於因於傳遞任何訊息 in transit of any message(s)，信函 letter(s)或單據 or document(s)延誤發生結果及 for the consequences arising out of delay and /或短失 or loss，或 or 於任何電傳傳訊中 in the transmission of any telecommunication 之遲延 for delay，殘缺 mutilation 或 or 其它錯誤發生 other error(s) arising 不擔當義務或責任 assume no liability or responsibility。銀行們 Banks 對於翻譯 in translation 及 and /或專門術語解釋 or interpretation of technical terms 錯誤 for errors 不擔當義務或責任 assume no liability or responsibility，及 and 保留 reserve 未經翻譯傳達信用狀權利 the right to transmit Credit terms without translating them。

Article 17. Force Majeure

第十七條 不可抗力

Banks assume no liability or responsibility for the consequences arising out of the interruption of their business by Acts of God, riots, civil commotions, insurrections, wars or any other causes beyond their control, or by any strikes or lockouts. Unless specifically authorized, banks will not, upon resumption of their business, pay, incur a deferred payment undertaking, accept Draft(s) or

negotiate under Credits which expired during such interruption of their business.

銀行們對由於天災，暴動，內亂，叛變，戰爭或任何其它超出銀行控制的原因，或因任何罷工或封閉中段他們營業因而發生結果不擔當義務或責任。除非特別的被授權，於該中斷他們營業期間信用狀已逾期，於當恢復他們營業，銀行們將不予付款，予承擔延期付款義務，予承兌匯票或予讓購。

銀行們 Banks 對由於天災 by Acts of God，暴動 riots，內亂 civil commotions，叛變 insurrections，戰爭 wars 或任何其它超出銀行控制的原因 or any other causes beyond their control，或因任何罷工 or by any strikes 或封閉 or lockouts 中段他們營業 the interruption of their business 因而發生結果 for the consequences arising out of 不擔當義務或責任 assume no liability or responsibility。除非特別的被授權 Unless specifically authorized，於該中斷他們營業期間 during such interruption of their business 信用狀已逾期 under Credits which expired，於當恢復他們營業 upon resumption of their business，銀行們將不 banks will not 予付款 pay，予承擔延期付款義務 incur a deferred payment undertaking，予承兌匯票 accept Draft(s)或予讓購 or negotiate。

Article 18. Disclaimer for Acts of in Instructed Party

第十八條 受託方行爲之無責主張

- a、 Banks utilizing the services of another bank or other banks for the purpose of giving effect to the instructions of the Applicant do so for the account and at the risk of such Applicant.
- b、 Banks assume no liability or responsibility should the instructions they transmit not be carried out, even if they have themselves taken the initiative in the choice of such other bank(s),
- c、
 - I、 A party instructing another party to perform services is liable for any charges, including commissions, fees,

costs or expenses incurred by the instructed party in connections with its instructions.

- II、Where a Credit stipulates that such charges are for the account of a party other than the instructing party, and charges cannot be collected, the instructing party remains ultimately liable for the payment thereof.
- d、The Applicant shall be bound by and liable to indemnify the banks against all obligations and responsibilities imposed by foreign laws and usages.
- a、銀行們使用另一銀行或其它銀行的服務以達成申請方的指示，此舉之風險計算屬於該申請方。
- b、儘管銀行他們曾他們本身主動選定該等其他銀行(們)，當此指示經它們傳送並未被執行，銀行們不擔當義務或責任。
- c、
- I、一方指示另一方執行服務是應負責由受指示方為聯絡它的指示產生的任何支出費用，包括佣金，規費，工本費或費用。
- II、一張信用狀規定著諸類支出費用是計帳於非發指示方之其它某一方，及支出費用不能收取時，因之此發指示方仍然最後需負責付款。
- d、此申請方當被受拘束於對被外國法律及習慣課加之所有義務及責任及責任予以償付此銀行們。
- a、銀行們使用另一銀行或其它銀行的服務 **Banks utilizing the services of another bank or other banks** 以達成申請方的指示 **for the purpose of giving effect to the instructions of the Applicant** 此舉之風險計算屬於該申請方 **do so for the account and at the risk of such Applicant**。
- b、儘管 **even if** 他們曾 **they have** 他們本身主動選定該等其他銀行(們) **themselves taken the initiative in the choice of such other bank(s)**，當此指示經它們傳送並未被執行 **should the instructions they transmit not be carried out**，銀行們不擔當義務或責任 **Banks assume no liability or responsibility**。
- c、
- I、一方指示另一方執行服務 **A party instructing another party to perform services** 是應負責由受指示方為聯絡它的指示產生的 **incurred by the instructed party in connections with its instructions** 任何支出費用 **is liable**

- for any charges，包括佣金including commissions，規費fees，工本費或費用costs or expenses。
- II、一張信用狀規定著Where a Credit stipulates that諸類支出費用是計帳於such charges are for the account of非發指示方之其它某一方a party other than the instructing party，及支出費用不能收取時and charges cannot be collected，因之thereof此發指示方仍然最後需負責付款the instructing party remains ultimately liable for the payment。
- d、此申請方The Applicant當shall被受拘束於be bound by對被外國法律及習慣課加之所有義務及責任against all obligations and responsibilities imposed by foreign laws and usages及責任予以償付此銀行們and liable to indemnify the banks。

Article 19. Bank-to-Bank Reimbursement Arrangements

第十九條 銀行間償還之安排

- a、If an Issuing Bank intends that the reimbursement to which a paying, accepting or negotiating bank is entitled, shall be obtained by such bank (the "Claiming Bank"), claiming on another party (the "Reimbursing Bank"), it shall provide such Reimbursing Bank in good time with the proper instructions or authorization to honour such reimbursement claims.
- b、Issuing Banks shall not require a Claiming Bank to supply a certificate of compliance with the terms and conditions of the Credit to the Reimbursing Bank.
- c、An Issuing Bank shall not be relieved from any of its obligations to provide reimbursement if and when reimbursement is not received by the Claiming Bank from the Reimbursing Bank.
- d、The Issuing Bank shall be responsible to the Claiming Bank for any loss of interest if reimbursement is not provided by the Reimbursing Bank on first demand, or as otherwise specified in the Credit, or mutually agreed, as the case may be.

- e、The reimbursing Bank's charges should be for the account of the Issuing Bank. However, in cases where the charges are for the account of another party, it is the responsibility of the Issuing Banks to so indicate in the original Credit and in the reimbursement authorization. In cases where the Reimbursing Bank's charges are for the account of another party they shall be collected from the Claiming Bank when the Credit is drawn under. In cases where the Credit is not drawn under, the Reimbursing Bank's charges remain the obligation of the Issuing Bank.
- a、如果一家開狀行意向著對其一家付款，承兌或讓購銀行此償還款被賦予權力，當由此等銀行(指求償行)，向另一方求償(指償還行)獲得，它當提供該償還行即時合適的指示或授權以如期支付該等償還請求。
- b、開狀行不應要求一家求償行提供一張符合信用狀條件及情況的證明書給該償還行。
- c、如果且當償還款未被求償行自償還行收回一家開狀行不應被免除任何屬於它的義務以提供償還。
- d、似此情況得是，如果償還款並不是由付款行一經請求，或如其它信用狀中特別標註，或雙方同意即提供，此開狀行將有責任於求償行任何利息損失。
- e、此償還行的支出費用當計算屬於開狀行。無論如何，假如此支出費用是計算屬於另一方，它是開狀行的責任予如此標明在原信狀中及在償還授權書中。假如此償還行的支出費用，是計算屬於另一方，當此信用狀被動支它們將自求償行處被收回。假如此信用狀非已被動支，此償還行的支出費用仍然屬於開狀行義務。
- a、如果一家開狀行意向著**If an Issuing Bank intends that**對其一家付款**to which a paying**，承兌或讓購銀行**accepting or negotiating bank**此償還款**the reimbursement**被賦予權力**is entitled**，當**shall**由此等銀行**by such bank** (指**the “求償行 Claiming Bank”**)，向另一方求償**claiming on another party** (指**the “償還行 Reimbursing Bank”**)獲得**be obtained**，它當提供該償還行**it shall provide such Reimbursing Bank**即時**in good time**合適的指示，**with the proper instructions**或授權**or authorization**以如期支付該等償還請求**to honour such reimbursement claims**。

- b、開狀行Issuing Banks不應要求一家求償行shall not require a Claiming Bank提供一張to supply a符合信用狀條件及情況的證明書certificate of compliance with the terms and conditions of the Credit給該償還行to the Reimbursing Bank。
- c、如果且當if and when償還款未被求償行自償還行收回reimbursement is not received by the Claiming Bank from the Reimbursing Bank一家開狀行An Issuing Bank不應被免除shall not be relieved from任何屬於它的義務any of its obligations 以提供償還to provide reimbursement。
- d、似此情況得是as the case may be，如果償還款並不是if reimbursement is not由付款行by the Reimbursing Bank一經請求on first demand，或如其它信用狀中特別標註or as otherwise specified in the Credit，或雙方同意or mutually agreed即提供provided，此開狀行將有責任於求償行任何利息損失The Issuing Bank shall be responsible to the Claiming Bank for any loss of interest。
- e、此償還行的支出費用The reimbursing Bank's charges當計算屬於開狀行should be for the account of the Issuing Bank。無論如何However，假如此支出費用是計算屬於另一方in cases where the charges are for the account of another party，它是開狀行的責任it is the responsibility of the Issuing Banks予如此標明在原信狀中to so indicate in the original Credit及在償還授權書中and in the reimbursement authorization。假如此償還行的支出費用In cases where the Reimbursing Bank's charges是計算屬於另一方are for the account of another party，當此信用狀被動支when the Credit is drawn under它們將自求償行處被收回they shall be collected from the Claiming Bank。假如此信用狀非已被動支In cases where the Credit is not drawn under，此償還行的支出費用the Reimbursing Bank's charges仍然屬於開狀行義務remain the obligation of the Issuing Bank。

D. DOCUMENTS

D、單 據

Article 20. Ambiguity as to the Issuers of Documents

第二十條 單據簽發人的不明確

- a、Terms such as "first class," "well known," "qualified," "independent," "official," "competent," "local" and the like, shall not be used to describe the issuers of any document(s) to be presented under a Credit. If such terms are incorporated in the Credit, banks will accept the relative document(s) as presented, provided that it appears on its face to be in compliance with the other terms and conditions of the Credit and not to have been issued by the Beneficiary.
- b、Unless otherwise stipulated in the Credit, banks will also accept as an original document(s), a document(s) produced or appearing to have been produced:
 - I、by reprographic, automated or computerized systems;
 - II、as carbon copies;provided that it is marked as original and, where necessary, appears to be signed. A document may be signed by handwriting, by facsimile signature, by perforated signature, by stamp, by symbol, or by any other mechanical or electronic method of authentication.
- c、
 - I、Unless otherwise stipulated in the Credit, banks will accept as a copy(ies), a document(s) either labelled copy or not marked as an original
 - a copy(ies) need not be signed.
 - II、Credits that require multiple document(s) such as "duplicate," "two fold," "two copies" and the like, will be satisfied by the presentation of one original and the remaining number in copies except where the document itself indicates otherwise.
- d、Unless otherwise stipulated in the Credit, a condition under a Credit calling for a document to be authenticated, validated, legalized, visaed, certified or indicating a similar requirement, will be satisfied by any signature, mark, stamp or label on such document that on its face appears to satisfy the above condition.

- a、條件諸如"一流的", "著名的", "合格的", "獨立的", "正式的或官方的", "有資格的", "本地的"及類似者, 不應被使用以描述此任何依循信用狀被提示單據的簽發者。如果諸類條件是被編入一張信用狀內, 銀行們將接受相關已提示的單據, 前題它顯示於它的票面上是符合信用狀的其它條件及情況, 且非由受益方所簽發。
- b、除非信用狀中有其它的規定, 銀行們將同樣接受視為一份正本單據, 一份單據的製做或顯示其已經被製做:
- I、以複印, 自動化或電腦化系統;
 - II、係碳紙複印;
- 前題它被標註為如同正本及, 必要時, 顯示被簽署。一份單據得以手簽署, 由精摹簽署, 由打孔簽署, 由圖章, 由符號, 或由任何其它機械式或電子方式認證。
- c、
- I、除非於信狀中有其它的規定, 銀行們將接受如同一份副本, 任一一種單據已標識為副本, 或非標誌為如同一份正本。
 - 一種副本不需被簽署。
 - II、信狀狀它要求複式單據諸如 "一式兩份", "兩份", "兩副本"及此類似, 除了單據它本身有其它的標明外, 將被滿意於提示一份正本, 及剩餘份數為副本者。
- d、除非信狀中有其它規定, 一張信用狀項下某一情況要求某一單據被認證, 被驗證, 被公證, 被簽證, 被證明或標明一種類似要求, 將被滿意於諸類單據其票面上顯示有滿足上列的情況以任何簽署, 標誌, 圖章或標識。
- a、條件諸如**Terms such as** "一流的**first class**", "著名的**well known**", "合格的**qualified**", "獨立的**independent**", "正式的或官方的**official**", "有資格的**competent**", "本地的**local**"及類似者**and the like**, 不應被使用以描述**shall not be used to describe**此任何依循信用狀被提示單據的簽發者**the issuers of any document(s) to be presented under a Credit**。如果諸類條件是被編入一張信用狀內**If such terms are incorporated in the Credit**, 銀行們將接受相關已提示的單據**banks will accept the relative document(s) as presented**, 前題**provided that**它顯示於它的票面上是符合信用狀的其它條件及情況**it appears on its face to be in compliance with the other terms and conditions of the Credit**且非由受益方所簽發**and not to have been issued by the Beneficiary**。

- b、除非信用狀中有其它的規定**Unless otherwise stipulated in the Credit**，銀行們將同樣接受**banks will also accept**視為一份正本**as an original**單據**document(s)**，一份單據的製做或顯示**a document(s) produced or appearing**其已經被製做**to have been produced**：
- I、以複印**by reprographic**，自動化**automated**或電腦化系統**or computerized systems**；
 - II、係碳紙複印**as carbon copies**；
- 前題**provided that**它被標註為如同正本**it is marked as original** 及**and**，必要時**where necessary**，顯示被簽署**appears to be signed**。一份單據得以手簽署**A document may be signed by handwriting**，由精摹簽署**by facsimile signature**，由打孔簽署**by perforated signature**，由圖章**by stamp**，由符號**by symbol**，或由任何其它機械式**or by any other mechanical**或電子方式認證**or electronic method of authentication**。
- c、
- I、除非於信狀中有其它的規定**Unless otherwise stipulated in the Credit**，銀行們將接受**banks will accept**如同一份副本**as a copy(ies)**，任一**either**一種單據已標識為副本**a document(s) labelled copy**，或**or**非標誌**not marked**為如同一份正本**as an original**。
 - 一種副本不需被簽署**a copy(ies) need not be signed**。
 - II、信狀狀**Credits**它要求複式單據**that require multiple document(s)**諸如**such as** “一式兩份**duplicate**”，“兩份**two fold**”，“兩副本**two copies**”及此類似**and the like**，除了單據它本身有其它的標明外**except where the document itself indicates otherwise**，將被滿意**will be satisfied**於提示一份正本**by the presentation of one original**，及**and**剩餘份數為副本者**the remaining number in copies**。
- d、除非信狀中有其它規定**Unless otherwise stipulated in the Credit**，一張信用狀項下某一情況**a condition under a Credit**要求**calling for**某一單據**a document** 被認證**to be authenticated**，被驗證**validated**，被公證**legalized**，被簽證**visaed**，被證明**certified**或**or**標明一種類似要求**indicating a similar requirement**，將被滿意**will be satisfied**於諸類單據

on such document其票面上顯示that on its face appears有滿足上列的情況to satisfy the above condition以任何by any簽署signature，標誌mark，圖章 stamp或標識or label。

Article 21. Unspecified Issuers or Contents of Documents

第二十一條 未特別標記單據之簽發人或內容

When documents other than transport documents, insurance documents and commercial invoices are called for, the Credit should stipulate by whom such documents are to be issued and their wording or data content. If the Credit does not so stipulate, banks will accept such documents as presented, provided that their data content is not inconsistent with any other stipulated document presented.

除了運送單據，保險單據及商業發票以外當單據被要求，此信用狀當規定諸類單據將被由誰簽發及它們措詞或資料內容。若此信用狀並未如此規定，銀行們將接受諸類已提示的單據，前題它們資料內容是不抵觸於任何其它被規定提示的單據。

除了運送單據 **other than transport documents**，保險單據 **insurance documents** 及商業發票 **and commercial invoices** 以外當單據 **When documents** 被要求 **are called for**，此信用狀當規定 **the Credit should stipulate** 諸類單據將被由誰簽發 **by whom such documents are to be issued** 及 **and** 它們措詞 **their wording** 或 **or** 資料內容 **data content**。若此信用狀並未如此規定 **If the Credit does not so stipulate**，銀行們將接受諸類 **banks will accept such** 已提示的單據 **documents as presented**，前題 **provided that** 它們資料內容 **their data content** 是不抵觸於 **is not inconsistent with** 任何其它被規定提示的單據 **any other stipulated document presented**。

Article 22. Issuance Date of Documents v. Credit Date

第二十二條 單據簽發日與信用狀日

Unless otherwise stipulated in the Credit, banks will accept a document bearing a date of issuance prior to that of the Credit, subject to such document being presented within the time limits set out in the Credit and in these Articles.

除非信用狀中有其它的規定，銀行們將接受一份單據批載一個簽發日早於一張信用狀簽發日，主題係該被提示單據於信用狀及本慣例中設定的時限內。

除非 **Unless** 信用狀中有其它的規定 **otherwise stipulated in the Credit**，銀行們 **banks** 將接受一份單據 **will accept a document**，批載 **bearing** 一個簽發日早於一張信用狀簽發日 **a date of issuance prior to that of the Credit**，主題係 **subject to** 該被提示單據 **such document being presented** 於信用狀及本慣例中設定的時限內 **within the time limits set out in the Credit and in these Articles**。

Article 23. Marine/Ocean Bill of Lading

第二十三條 海運/海洋提單

a、If a Credit calls for a bill of lading covering a port-to-port shipment, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:

- I、appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated 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 or authentication of the carrier or master must be identified as carrier or master, as the case may be. An agent signing or authenticating for the carrier or master must also indicate the name and the capacity of the party, i.e. carrier or master, on whose behalf that agent is acting, and

- II、indicates that the goods have been loaded on board, or shipped on a named vessel. Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the bill of lading that the goods have been loaded on board a named vessel or

shipped on a named vessel, in which case the date of issuance of the bill of lading will be deemed to be the date of loading on board and the date of shipment. In all other cases loading on board a named vessel must be evidenced by a notation on the bill of lading which gives the date on which the goods have been loaded on board, in which case the date of 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 vessel, loading on board a named vessel must be evidenced by an on board notation on the bill of lading which, in addition to the date on which the goods have been loaded on board, also includes the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named as the "intended vessel". If the bill of lading indicates a place of receipt or taking in charge different from the port of loading, the on board notation must also include the port of loading stipulated in the Credit and the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named in the bill of lading. This provision also applies whenever loading on board the vessel is indicated by pre-printed wording on the bill of lading, and

- III 、 indicates the port of loading and the port of discharge stipulated in the credit, notwithstanding that it:
 - (a) 、 indicates a place of taking in charge different from the port of loading, and/or a place of final destination different from the port of discharge, and/or
 - (b) 、 contains the indication "intended" or similar qualification in relation to the port of loading and/or port of discharge, as long as the document also states the ports of loading and/or discharge stipulated in the Credit, and

- IV、consists of a sole original bill of lading, or if issued in more than one original, the full set as so issued, and
 - V、appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the bill of lading(short form/blank back bill of lading), banks will not examine the contents of such terms and conditions, and
 - VI、contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, and
 - VII、in all other respects meets the stipulations of the Credit.
- b、For the purpose of this Article, transshipment means unloading and reloading from one vessel to another vessel during the course of ocean carriage from the port of loading to the port of discharge stipulated in the Credit.
- c、Unless transshipment is prohibited by the terms of the Credit, banks will accept a bill of lading which indicates that the goods will be transhipped, provided that the entire ocean carriage is covered by one and the same bill of lading.
- d、Even if the Credit prohibits transshipment, banks will accept a bill of lading which:
- I、indicates that transshipment will take place as long as the relevant cargo is shipped in Container (s) , Trailer(s) and/or "LASH" barge (s) as evidenced by the bill of lading, provided that the entire ocean carriage is covered by one and the same bill of lading, and/or
 - II、incorporates clauses stating that the carrier reserves the right to tranship.
- a、如一張信用狀要求一張提單涵蓋一種港至港運送，除非信狀中有其它規定，銀行們將接受一單據，不論名呼，其：
- I、顯示於其票面上標明運送人名，及其已經被簽署或被其它認證由：
 - 運送人或一位指名的代理人代表運送人，或
 - 船長或一位指名的代理人代表船長。

依此情況得是，任何運送人或船長的簽署或認證必需被分辨出為運送人或船長。一位代理人代為運送人或船長的簽署或認證必需同樣標明其呼名及於此方的職份，例如運送人或船長，誰為此代理人其所代表之一方，且

- II、標明著此貨物已經裝載，或裝運於一指名的船舶。裝載或裝運於一指名的船舶得以提單上預先印妥文詞被標明著此貨物已經裝載於一艘指名的船舶上或裝運於一艘指名的船舶上，於其情況中此提單的簽發日將被視為是裝載日及裝運日。在所有其它情況中裝載於一艘指名的船舶上必需被由一提單上註記證明，其上所給予之日其此貨物已經裝載，於其情況中裝載註記之日將被視為是裝運日。

如果此提單包含標明“預定船舶”，或類似有關船舶的限制語詞，裝載於一指名的船舶必需被由此提單上裝載註記證明其，附加此貨物其已裝載之日期，同樣要附加此貨物其已經被裝載的船名，儘管此貨物它已經裝載於此船名呼係“預定船舶”上。如果此提單標明一處收貨或接管地不同於裝載港，儘管此貨物它已經裝載於此提單指名船舶上，此裝載註記必需同樣包含信狀中規定的裝載港及此貨物其已裝載之船名。此條款同樣適用當裝載船名於提單上以預先印妥文詞被標明，及

- III、標明信用狀中規定的此裝載港及此卸載港，儘管著它：
 (a)、標明一處收貨地不同於裝載港，及/或一處最後目的地不同於卸載港，及/或
 (b)、包含此標明“預定”或類似相關限制裝載港詞語及/或卸載港，及此單據同樣敘述信用狀中規定的此裝載及/或卸載港 及

IV、包含獨一全份正本提單，或如正本簽發超過一份，已簽發之全套，且

V、顯示有包含所有運送的條件及情況，或某些該條件及情況引用一其它提單以外來源或文獻(簡式/背面空白之提單)，銀行們將不審查諸類條件及情況的內容，及

VI、包含未標明著它是經由傭船及/或未標明著此運送船舶是僅由風帆推動，且

VII、致於所有其它事項悉符合信用狀規定。

- b、為執行本慣例，轉運意指於海洋運送航程中自信用狀中規定的裝載港到卸載港，自一艘船到另一艘船卸載及再裝載。

- c、除非轉運被信用狀條件所禁止，銀行們將接受一份提單其標明著此貨物將被轉船，前題為此全段海洋行程是由同一張提單所涵蓋。
- d、縱使此信用狀禁止轉運，銀行們將接受一份提單其：
- I、標明著轉運將會發生係由提單證明祇要相關貨物被裝運於貨櫃，拖車及/或“子母”駁船中，前題為全段海洋行程是函蓋由同一提單，及/或
 - II、編註條款敘述著此運送人保留轉運權利。
- a、如一張信用狀要求一張提單涵蓋一種港至港運送 **If a Credit calls for a bill of lading covering a port-to-port shipment**，除非信狀中有其它規定 **unless otherwise stipulated in the Credit**，銀行們將 **banks will** 接受一單據 **accept a document**，不論名呼 **however named**，其 **which**：
- I、顯示於其票面上標明運送人名 **appears on its face to indicate the name of the carrier**，及 **and** 其已經被簽署 **to have been signed** 或 **or** 被其它認證 **otherwise authenticated** 由 **by**：
 - 運送人 **the carrier** 或 **or** 一位指名的代理人 **a named agent** 代表運送人 **for or on behalf of the carrier**，或 **or**
 - 船長 **the master** 或 **or** 一位指名的代理人 **a named agent** 代表船長 **for or on behalf of the master**。
 依此情況得是 **as the case may be**，任何運送人或船長的簽署或認證 **Any signature or authentication of the carrier or master** 必需被分辨出為運送人或船長 **must be identified as carrier or master**。一位代理人代為運送人或船長的簽署或認證 **An agent signing or authenticating for the carrier or master** 必需同樣標明其呼名 **must also indicate the name** 及於 **and** 此方的職份 **the capacity of the party**，例如 **i.e.** 運送人或船長 **carrier or master**，誰為此代理人其所代表之一方 **on whose behalf that agent is acting**，且 **and**
 - II、標明著 **indicates that** 此貨物已經裝載 **the goods have been loaded on board**，或裝運於一指名的船舶 **or shipped on a named vessel**。裝載或裝運於一指名的船舶 **Loading on board or shipment on a named vessel** 得 **may** 以提單上預先印妥文詞 **by pre-printed wording on**

the bill of lading被標明著be indicated that此貨物已經裝載於一艘指名的船舶上the goods have been loaded on board a named vessel或or裝運於一艘指名的船舶上shipped on a named vessel，於其情況中in which case此提單的簽發日the date of issuance of the bill of lading將被視爲是裝載日及裝運日will be deemed to be the date of loading on board and the date of shipment。在所有其它情況中In all other cases裝載於一艘指名的船舶上loading on board a named vessel必需被由一提單上註記證明must be evidenced by a notation on the bill of lading，其上所給予之日which gives the date on其此貨物已經裝載which the goods have been loaded on board，於其情況中in which case裝載註記之日the date of the on board notation將被視爲是裝運日will be deemed to be the date of shipment。

如果If此提單包含標明the bill of lading contains the indication “預定船舶intended vessel”，或or類似有關船舶的限制語詞similar qualification in relation to the vessel，裝載於一指名的船舶loading on board a named vessel必需被由此提單上裝載註記證明must be evidenced by an on board notation on the bill of lading其which，附加此貨物其已裝載之日期in addition to the date on which the goods have been loaded on board，同樣要附加also includes此貨物其已經被裝載的船名the name of the vessel on which the goods have been loaded，儘管even if此貨物它已經裝載於此船名呼they have been loaded on the vessel named as 係the “預定船舶intended vessel” 上。如果此提單標明If the bill of lading indicates一處收貨或接管地a place of receipt or taking in charge不同於裝載港different from the port of loading，儘管even if此貨物它已經裝載they have been loaded於此提單指名船舶上on the vessel named in the bill of lading，此裝載註記the on board notation必需同樣包含信狀中規定的裝載港must also include the port of loading stipulated in the Credit及and此貨物其已裝載之船名the name of the vessel on which the goods have been loaded。此條款同樣適用This provision also applies當裝載船名whenever

loading on board the vessel於提單上on the bill of lading以預先印妥文詞by pre-printed wording被標明is indicated，及and

III、標明信用狀中規定的此裝載港及此卸載港indicates the port of loading and the port of discharge stipulated in the credit，儘管著它notwithstanding that it:

(a)、標明一處收貨地不同於裝載港indicates a place of taking in charge different from the port of loading，及and /或or一處最後目的地不同於卸載港a place of final destination different from the port of discharge，及and /或or

(b)、包含此標明contains the indication “預定intended” 或or類似相關限制裝載港詞語similar qualification in relation to the port of loading及and /或or卸載港port of discharge，及as long as此單據同樣敘述信用狀中規定的此裝載及/或卸載港the document also states the ports of loading and/or discharge stipulated in the Credit 及and

IV、包含獨一全份正本提單 consists of a sole original bill of lading，或如 or if 正本簽發超過一份 issued in more than one original，已簽發之全套 the full set as so issued，且 and

V、顯示appears有包含所有運送的條件及情況to contain all of the terms and conditions of carriage，或or某些該條件及情況some of such terms and conditions引用by reference一其它提單以外來源或文獻to a source or document other than the bill of lading (簡式short form/背面空白blank back之提單bill of lading)，銀行們將不審查諸類條件及情況的內容banks will not examine the contents of such terms and conditions，及and

VI、包含contains未標明著no indication that它是經由傭船it is subject to a charter party及and /或or未標明著no indication that此運送船舶是僅由風帆推動the carrying vessel is propelled by sail only，且and

VII、致於所有其它事項悉符合信用狀規定。

VII、in all other respects meets the stipulations of the Credit

b、為執行本慣例For the purpose of this Article，轉運transshipment意指means於海洋運送航程中during the

course of ocean carriage自信用狀中規定的裝載港到卸載港 from the port of loading to the port of discharge stipulated in the Credit，自一艘船到另一艘船卸載及再裝載 unloading and reloading from one vessel to another vessel。

- c、除非轉運被信用狀條件所禁止 Unless transhipment is prohibited by the terms of the Credit，銀行們將接受一份提單 banks will accept a bill of lading 其標明著 which indicates that 此貨物將被轉船 the goods will be transhipped，前題 provided that 爲此全段海洋行程是由同一張提單所涵蓋 the entire ocean carriage is covered by one and the same bill of lading。
- d、縱使此信用狀禁止轉運 Even if the Credit prohibits transhipment，銀行們將接受一份提單 banks will accept a bill of lading 其 which：
 - I、標明著 indicates that 轉運將會發生 transhipment will take place 係由提單證明 as evidenced by the bill of lading 祇要相關貨物被裝運於貨櫃 as long as the relevant cargo is shipped in Container (s)，拖車 Trailer(s) 及 and / 或 or “子母 LASH” 駁船中 barge (s)，前題 provided that 爲全段海洋行程是函蓋由同一提單 the entire ocean carriage is covered by one and the same bill of lading，及 and / 或 or
 - II、編註條款 incorporates clauses 敘述著 stating that 此運送人保留轉運權利 the carrier reserves the right to tranship。

Article 24. Non-Negotiable Sea Waybill

第二十四條 不可轉讓之海運貨單

- a、If a Credit calls for a non-negotiable sea waybill covering a port-to-port shipment, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
 - I、appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated 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 or authentication of the carrier or master must be identified as carrier or master, as the case may be. An agent signing or authenticating for the carrier or master must also indicate the name and the capacity of the party, i.e. carrier or master, on whose behalf that agent is acting, and

- II 、 indicates that the goods have been loaded on board, or shipped on a named vessel. Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the non-negotiable sea waybill that the goods have been loaded on board a named vessel or shipped on a named vessel, in which case the date of issuance of the non-negotiable sea waybill will be deemed to be the date of loading on board and the date of shipment. In all other cases loading on board a named vessel must be evidenced by a notation on the non-negotiable sea way bill which gives the date on which the goods have been loaded on board, in which case the date of 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 vessel, loading on board a named vessel must be evidenced by an on board notation on the non-negotiable sea waybill which, in addition to the date on which the goods have been loaded on board, includes the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named as the "intended vessel." If the non-negotiable sea waybill indicates a place of receipt or taking in charge different from the port of loading, the on board notation must also include the port of loading stipulated in the Credit and the name of the vessel on which the goods have been loaded, even if they have been loaded on a vessel named in the non-negotiable sea waybill. This provision also

applies whenever loading on board the vessel is indicated by pre-printed wording on the non-negotiable sea waybill, and

- III 、 indicates the port of loading and the port of discharge stipulated in the Credit, notwithstanding that it:
 - (a) 、 indicates a place of taking in charge different from the port of loading, and/or a place of final destination different from the port discharge, and/or
 - (b) 、 contains the indication "intended" or similar qualification in relation to the port of loading and/or port of discharge, as long as the document also states the ports of loading and/or discharge stipulated in the Credit, and
 - IV 、 consists of a sole original non-negotiable sea waybill, or if issued in more than one original, the full set as so issued, and
 - V 、 appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the non-negotiable sea waybill(short form /blank back non-negotiable sea waybill); banks will not examine the contents of such terms and conditions, and
 - VI 、 contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, and
 - VII 、 in all other respects meets the stipulations of the Credit.
- b 、 For the purpose of this Article, transshipment means unloading and reloading from one vessel to another vessel during the course of ocean carriage from the port of loading to the port of discharge stipulated in the Credit.
- c 、 Unless transshipment is prohibited by the terms of the Credit, banks will accept a non-negotiable sea waybill which indicates that the goods will be transhipped, provided that the entire ocean carriage is covered by one and the same non-negotiable sea waybill.
- d 、 Even if the Credit prohibits transshipment, banks will accept a non-negotiable sea waybill which:

- I、indicates that transshipment will take place as long as the relevant cargo is shipped in Container (s), Trailer (s) and/or "LASH" barge (s) as evidenced by the non-negotiable sea waybill, provided that the entire ocean carriage is covered by one and the same non-negotiable sea waybill, and/or
- II、incorporates clauses stating that the carrier reserves the right to tranship.

a) 如一張信用狀要求一張涵蓋一種港至港運送不可轉讓海運貨單，除非信狀中有其它規定，銀行們將接受一單據，不論名呼，其：

I、顯示於其票面上標明運送人名稱，及已經簽署或其它認證由：

- 運送人或一位指名的代理人代表運送人，或
- 船長或一位指名的代理人代表船長。

任何運送人或船長的簽署或確認必需被分辨出為運送人或船長，依此情況得是，一位代理人代為運送人或船長的簽署或認證必需同樣標明其呼名及於此方的職份，例如運送人或船長，誰為此代理人其所代表之一方，且

II、標明著此貨物已經裝載，或裝運於一指名的船舶。裝載或裝運於一指名的船舶，得以不可轉讓海運貨單上預先印妥文詞被標明著此貨物已經裝載於一艘指名的船舶上，或裝運於一艘指名的船舶上，於其情況中此不可轉讓海運貨單的簽發日將被視為是裝載日及裝運日。在所有其它情況中裝載於一艘指名的船舶上必需被由一不可轉讓海運貨單上註記證明其上所給予之日其此貨物已經裝載，於其情況中，裝載註記之日將被視為是裝運日。

如果此不可轉讓海運貨單包含標明“預定船舶”，或類似有關船舶的限制語詞，裝載於一指名的船舶必需被由此不可轉讓海運貨單上裝載註記證明其，附加此貨物其已裝載之日期，包含此貨物其已經被裝載的船名，儘管它們已經裝載於此船舶呼名係“預定船舶”上。如果此不可轉讓海運貨單標明一處收貨或接管地不同於裝載港，此裝載註記必需同樣包含信用狀中規定的裝載港及此貨物其已裝載之船名，儘管它們已經裝載於此不可轉讓海運貨單指名船舶上。此條款同樣適用當裝載船名於不可轉讓海運貨單上以預先印妥文詞被標明，及

III、標明信用狀中規定的此裝載港及此卸載港，儘管著它：

- (a)、標明一處收貨地不同於裝載港，及/或一處最後目的地不同於卸載港，及/或
- (b)、包含此標明“預定”或類似相關限制裝載港詞語及/或卸載港，及此單據同樣敘述信用狀中規定的此裝載及/或卸載港 及
- IV、包含獨一全份正本不可轉讓海運貨單，或如正本簽發超過一份，已簽發之全套，且
- V、顯示有包含所有運送的條件及情況，或某些該條件及情況引用一其它不可轉讓海運貨單以外來源或文獻（簡式/背面空白之不可轉讓海運貨單），銀行們將不審查諸類條件及情況的內容，及
- VI、包含未標明著它是經由傭船及/或未標明著此運送船舶是僅由風帆推動，且
- VII、致於所有其它事項悉符合信用狀規定。
- b、為執行本慣例，轉運意指於海洋運送航程中自信用狀中規定的裝載港到卸載港，自一艘船到另一艘船卸載及再裝載。
- c、除非轉運被信用狀條件所禁止，銀行們將接受一份不可轉讓海運貨單其標明著此貨物將被轉船，前題為此全段海洋航程是由同一張不可轉讓海運貨單所涵蓋。
- d、縱使此信用狀禁止轉運，銀行們將接受一份不可轉讓海運貨單其：
 - I、標明著轉運將會發生祇要係由不可轉讓海運貨單證明相關貨物被裝運於貨櫃，拖車及/或“子母”駁船中為，前題為全段海洋行程是函蓋由同一不可轉讓海運貨單，及/或
 - II、編註條款敘述著此運送人保留轉運權利。
- a) 如一張信用狀要求 **If a Credit calls for** 一張涵蓋一種港至港運送不可轉讓海運貨單 **a non-negotiable sea waybill covering a port-to-port shipment**，除非信狀中有其它規定 **unless otherwise stipulated in the Credit**，銀行們將 **banks will** 接受一單據 **accept a document**，不論名呼 **however named**，其 **which**：
 - I、顯示於其票面上 **appears on its face** 標明運送人名稱 **to indicate the name of the carrier** 及已經簽署 **and to have been signed** 或 **or** 其它認證 **otherwise authenticated** 由 **by**：
 - 運送人或一位指名的代理人代表運送人 **the carrier or a named agent for or on behalf of the carrier**，或 **or**

- 船長或一位指名的代理人代表船長 **the master or a named agent for or on behalf of the master** 。

任何運送人或船長的簽署或認證 **Any signature or authentication of the carrier or master** 必需被分辨出為運送人或船長 **must be identified as carrier or master**，依此情況得是 **as the case may be**，一位代理人代為運送人或船長的簽署或認證 **An agent signing or authenticating for the carrier or master** 必需同樣標明其呼名 **must also indicate the name** 及 **and** 於此方的職份 **the capacity of the party**，例如 **i.e. 運送人或船長 carrier or master**，誰為此代理人其所代表之一方 **on whose behalf that agent is acting**，且 **and**

- II、標明著此貨物已經裝載 **indicates that the goods have been loaded on board**，或裝運於一指名的船舶 **or shipped on a named vessel**。裝載或裝運於一指名的船舶 **Loading on board or shipment on a named vessel** 得 **may** 以不可轉讓海運貨單上預先印妥文詞 **by pre-printed wording on the non-negotiable sea waybill** 被標明著 **be indicated that** 此貨物已經裝載於一艘指名的船舶上 **the goods have been loaded on board a named vessel** 或裝運於一艘指名的船舶上 **or shipped on a named vessel**，於其情況中 **in which case** 此不可轉讓海運貨單的簽發日 **the date of issuance of the non-negotiable sea waybill** 將被視為是裝載日及裝運日 **will be deemed to be the date of loading on board and the date of shipment**。在所有其它情況中 **In all other cases** 裝載於一艘指名的船舶上 **loading on board a named vessel** 必需 **must** 被由一不可轉讓海運貨單上註記 **by a notation on the non-negotiable sea way bill** 證明 **be evidenced** 其上所給予之日其此貨物已經裝載 **which gives the date on which the goods have been loaded on board**，於其情況中 **in which case** 裝載註記之日 **the date of the on board notation** 將被視為 **will be deemed to** 是裝運日 **be the date of shipment**。

如果此不可轉讓海運貨單包含標明 **If the non-negotiable sea waybill contains the indication** “預定船舶 **intended vessel**”，或類似有關船舶的限制語詞 **or similar qualification in relation to the vessel**，裝載於

一指名的船舶loading on board a named vessel必需被由此不可轉讓海運貨單上裝載註記證明must be evidenced by an on board notation on the non-negotiable sea waybill其which，附加此貨物其已裝載之日期in addition to the date on which the goods have been loaded on board，包含此貨物其已經被裝載的船名includes the name of the vessel on which the goods have been loaded，儘管even if它們已經裝載於此船舶呼名they have been loaded on the vessel named as係the “預定船舶intended vessel” 上。如果If此不可轉讓海運貨單the non-negotiable sea waybill標明一處收貨或接管地indicates a place of receipt or taking in charge不同於裝載港different from the port of loading，此裝載註記the on board notation必需同樣包含must also include信用狀中規定的裝載港the port of loading stipulated in the Credit及and此貨物其已裝載之船名the name of the vessel on which the goods have been loaded，儘管even if它們已經裝載於此不可轉讓海運貨單指名船舶上they have been loaded on a vessel named in the non-negotiable sea waybill。此條款同樣適用This provision also applies當裝載船名whenever loading on board the vessel於不可轉讓海運貨單上以預先印妥文詞被標明is indicated by pre-printed wording on the non-negotiable sea waybill，及and

- III、標明信用狀中規定的此裝載港及此卸載港indicates the port of loading and the port of discharge stipulated in the Credit，儘管著它notwithstanding that it:
- (a)、標明一處收貨地不同於裝載港indicates a place of taking in charge different from the port of loading，及and /或or一處最後目的地不同於卸載港a place of final destination different from the port discharge，及and /或or
 - (b)、包含此標明contains the indication “預定intended” 或類似相關限制裝載港詞語or similar qualification in relation to the port of loading及and /或or卸載港port of discharge，及as long as此單據同樣敘述信用狀中規定的此裝載及/或卸載港the document also states the ports of loading and/or discharge stipulated in the Credit 及and

- IV、包含獨一全份正本不可轉讓海運貨單 **consists of a sole original non-negotiable sea waybill**，或如 **or if** 正本簽發超過一份 **issued in more than one original**，已簽發之全套 **the full set as so issued**，且 **and**
- V、顯示有包含所有運送的條件及情況 **appears to contain all of the terms and conditions of carriage**，或某些該條件及情況 **or some of such terms and conditions** 引用一 **by reference to a** 其它不可轉讓海運貨單以外來源或文獻 **source or document other than the non-negotiable sea waybill** (簡式 **short form** / 背面空白 **blank back** 之不可轉讓海運貨單 **non-negotiable sea waybill**)，銀行們將不審查諸類條件及情況的內容 **banks will not examine the contents of such terms and conditions**，及 **and**
- VI、包含未標明著它是經由傭船 **contains no indication that it is subject to a charter party** 及 **and** / 或 **or** 未標明著 **no indication that** 此運送船舶是僅由風帆推動 **the carrying vessel is propelled by sail only**，且 **and**
- VII、致於所有其它事項悉符合信用狀規定 **in all other respects meets the stipulations of the Credit**。
- b、為執行本慣例 **For the purpose of this Article**，轉運 **transshipment** 意指 **means** 於海洋運送航程中自信用狀中規定的裝載港到卸載港 **during the course of ocean carriage from the port of loading to the port of discharge stipulated in the Credit** 自一艘船到另一艘船卸載及再裝載 **unloading and reloading from one vessel to another vessel**。
- c、除非轉運被信用狀條件所禁止 **Unless transshipment is prohibited by the terms of the Credit**，銀行們將接受一份不可轉讓海運貨單 **banks will accept a non-negotiable sea waybill** 其標明著 **which indicates that** 此貨物將被轉船 **the goods will be transhipped**，前題為 **provided that** 此全段海洋航程是由同一張不可轉讓海運貨單所涵蓋 **the entire ocean carriage is covered by one and the same non-negotiable sea waybill**。
- d、縱使此信用狀禁止轉運 **Even if the Credit prohibits transshipment**，銀行們將接受一份不可轉讓海運貨單 **banks will accept a non-negotiable sea waybill** 其 **which**：
- I、標明著 **indicates that** 轉運將會發生 **transshipment will take place** 祇要 **as long as** 係由不可轉讓海運貨單證明 **as**

evidenced by the non-negotiable sea waybill 相關貨物被裝運於貨櫃 the relevant cargo is shipped in Container (s) , 拖車 Trailer (s) 及 and / 或 or “子母 LASH” 駁船中 barge (s) , 前題為 provided that 全段海洋行程是函蓋由同一不可轉讓海運貨單 the entire ocean carriage is covered by one and the same non-negotiable sea waybill , 及 and / 或 or

- II 、編註條款敘述著此運送人保留轉運權利 incorporates clauses stating that the carrier reserves the right to tranship 。

Article 25. Charter Party Bill of Lading

第二十五條 傭船提單

- a 、 If a Credit calls for or permits a charter party bill of lading, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- I 、 contains any indication that it is subject to a charter party, and
 - II 、 appears on its face to have been signed or otherwise authenticated 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.
- Any signature or authentication of the master or owner must be identified as master or owner as the case may be. An agent signing or authenticating for the master or owner must also indicate the name and the capacity of the party, i.e. master or owner, on whose behalf that agent is acting, and
- III 、 does or does not indicate the name of the carrier, and
 - IV 、 indicates that the goods have been loaded on board or shipped on a named vessel. Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the bill of lading that the goods have been loaded on board a named vessel or shipped on a named vessel, in which case the date of

issuance of the bill of lading will be deemed to be the date of loading on board and the date of shipment. In all other cases loading on board a named vessel must be evidenced by a notation on the bill of lading which gives the date on which the goods have been loaded on board, in which case the date of the on board notation will be deemed to be the date of shipment, and

- V、indicates the port of loading and the port of discharge stipulated in the Credit, and
 - VI、consists of a sole original bill of lading or, if issued in more than one original, the full set as so issued, and
 - VII、contains no indication that the carrying vessel is propelled by sail only, and
 - VIII、in all other respects meets the stipulations of the Credit.
- b、Even if the Credit requires the presentation of a charter party contract in connection with a charter party bill of lading, banks will not examine such charter party contract, but will pass it on without responsibility on their part.
- a) 如一張信用狀要求或允許一張備船提單，除非信狀中有其它規定，銀行們將接受一單據，不論名呼，其：
- I、包含任何標明著它是經由某一備船，及
 - II、顯示於其票面上已經簽署或其它認證由：
 - 船長或一位指名的代理人代表船長，或
 - 船東或一位指名的代理人代表船東。
- 依此情況得是任何船長或船東的簽署或認證，必需被分辨出為船長或船東。一位代理人代為船長或船東的簽署或認證必需同樣標明其呼名及於此方的職份，例如船長或船東，誰為此代理人其所代表之一方，且
- III、有或無標明運送人名，及
 - IV、標明著此貨物已經裝載或裝運於一指名的船舶。裝載或裝運於一指名的船舶得被以提單上預先印妥文詞標明著此貨物已經裝載於一艘指名的船舶上或裝運於一艘指名的船舶上，於其情況中此提單的簽發日將被視為是裝載日及裝運日。

在所有其它情況中裝載於一艘指名的船舶上必需被以提單上一註記被證明其上所給予之日其此貨物已經裝載，於其情況中裝載註記之日將被視為是裝船日，且

- V、標明信用狀中規定的裝載港及卸載港，及
 - VI、包含獨一全份正本提單或，如正本簽發超過一份，全套已簽發者，且
 - VII、內容中無標明著此運送船僅採用風帆推動，且
 - VIII、所有其他事項悉符合信用狀之規定。
- b、縱使此信用狀要求提示有關於傭船提單的一份傭船契約書，銀行們將不會審查諸類傭船契約書，但會將之轉遞他方不需負擔責任。
- a) 如一張信用狀要求 **If a Credit calls for** 或允許一張傭船提單 **or permits a charter party bill of lading**，除非信狀中有其它規定 **unless otherwise stipulated in the Credit**，銀行們將 **banks will** 接受一單據 **accept a document**，不論名呼 **however named**，其 **which**：
- I、包含任何標明著 **contains any indication that** 它是經由某一傭船 **it is subject to a charter party**，及 **and**
 - II、顯示於其票面上 **appears on its face** 已經簽署或其它認證 **to have been signed or otherwise authenticated** 由 **by**：
 - 船長 **the master** 或一位指名的代理人 **or a named agent** 代表船長 **for or on behalf of the master**，或 **or**
 - 船東 **the owner** 或 **or** 一位指名的代理人 **a named agent** 代表船東 **for or on behalf of the owner**。

依此情況得是 **as the case may be** 任何船長或船東的簽署或認證 **Any signature or authentication of the master or owner**，必需被分辨出為船長或船東 **must be identified as master or owner**。一位代理人代為船長或船東的簽署或認證 **An agent signing or authenticating for the master or owner** 必需同樣標明 **must also indicate** 其呼名 **the name** 及 **and** 於此方的職份 **the capacity of the party**，例如 **i.e.** 船長或船東 **master or owner**，誰為此代理人其所代表之一方 **on whose behalf that agent is acting**，且 **and**
 - III、有 **does** 或 **or** 無 **does not** 標明運送人名 **indicate the name of the carrier**，及 **and**

- IV、標明著**indicates that**此貨物已經裝載**the goods have been loaded on board**或裝運於一指名的船舶**or shipped on a named vessel**。裝載或裝運於一指名的船舶**Loading on board or shipment on a named vessel**得**may**以提單上預先印妥文詞**by pre-printed wording on the bill of lading**被標明著**be indicated that**此貨物已經裝載於一艘指名的船舶上**the goods have been loaded on board a named vessel**或裝運於一艘指名的船舶上**or shipped on a named vessel**，於其情況中**in which case**此提單的簽發日**the date of issuance of the bill of lading**將被視為**will be deemed to**是裝載日及裝運日**be the date of loading on board and the date of shipment**。
- 在所有其它情況中**In all other cases**裝載於一艘指名的船舶上**loading on board a named vessel**必需**must**被以提單上一註記**by a notation on the bill of lading**被證明**be evidenced**其上所給予之日**which gives the date on**其此貨物已經裝載**which the goods have been loaded on board**，於其情況中**in which case**裝載註記之日**the date of the on board notation**將被視為是裝船日**will be deemed to be the date of shipment**，且**and**
- V、標明信用狀中規定的裝載港及卸載港**indicates the port of loading and the port of discharge stipulated in the Credit**，及**and**
- VI、包含獨一全份正本提單**consists of a sole original bill of lading**或**or**，如**if**正本簽發超過一份**issued in more than one original**，全套已簽發者**the full set as so issued**，且**and**
- VII、內容中無標明著此運送船僅採用風帆推動**contains no indication that the carrying vessel is propelled by sail only**，且**and**
- VIII、所有其他事項悉符合信用狀之規定**in all other respects meets the stipulations of the Credit**。
- b、縱使**Even if**此信用狀要求**the Credit requires**提示**the presentation of**有關於傭船提單的**in connection with a charter party bill of lading**一份傭船契約書**a charter party contract**，銀行們將不會審查諸類傭船契約書**banks will not examine such charter party contract**，但會將之轉遞**but**

will pass it on 他方不需負擔責任 without responsibility on their part °

Article 26. Multimodal Transport Document

第二十六條 複合運送單據

a、If a Credit calls for a transport document covering at least two different modes of transport (multimodal transport), banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:

I、appears on its face to indicate the name of the carrier or multimodal transport operator and to have been signed or otherwise authenticated by:

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

Any signature or authentication of the carrier, multimodal transport operator or master must be identified as carrier, multimodal transport operator or master, as the case may be. An agent signing or authenticating for the carrier, multimodal transport operator or master must also indicate the name and the capacity of the party, i.e. carrier, multimodal transport operator or master, on whose behalf that agent is acting, and

II、indicates that the goods have been dispatched, taken in charge or loaded on board. Dispatch, taking in charge or loading on board may be indicated by wording to that effect on the multimodal transport document and the date of issuance will be deemed to be the date of dispatch, taking in charge or loading on board and the date of shipment. However, if the document indicates, by stamp or otherwise, a date of dispatch, taking in charge or loading on board, such date will be deemed to be the date of shipment, and

III、

(a)、indicates the place of taking in charge stipulated in the Credit which may be different from the port, airport or place of loading, and the place of

final destination stipulated in the Credit which may be different from the port, airport or place of discharge, and/or

(b) contains the indication "intended" or similar qualification in relation to the vessel and/or port of loading and/or port of discharge, and

IV contains of a sole original multimodal transport document or, if issued in more than one original, the full set as so issued, and

V appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the multimodal transport document(short form/blank back multimodal transport document); banks will not examine the contents of such terms and conditions, and

VI contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, and

VII in all other respects meets the stipulations of the Credit.

b Even if the Credit prohibits transshipment, banks will accept a multimodal transport document which indicates that transshipment will or may take place, provided that the entire carriage is covered by one and the same multimodal transport document.

a 如果一張信用狀要求一份運送單據包含至少兩種不同的運輸模式(複合運送)，除非信用狀中有其它的規定，銀行將接受一份單據，無論名呼，其：

I 顯示於其票面上標明運送人名稱，或複合運送人名稱，及已經簽署或其它認證由：

- 運送人或複合運送人或一位指名的代理人代表運送人或複合運送人，
- 船長或一位指名的代理人代表船長。

任何運送人，複合運送人或船長的簽署或認證必需被分辨出為運送人，複合運送人或船長，依情況得是。一位代理人代表運送人，複合運送人或船長的簽署或認證必需同樣標明其呼名及於此方的職份，例如運送人，複合運送人或船長，誰為此代理人其所代表之一方，且

- II、標明著此貨物已經被發送，被接管或被裝載。發送，接管或裝載得於複合運送單據上以詞語被標明而生效並且此簽發日將被視為是發送，接管或裝載及裝運日。無論如何，假如此單據以圖章或其它標明，一個發送，接管或裝載日，該日將被視為是裝運日，且
- III、
- (a)、標明信用狀中規定的接管地其得不同於信用狀中規定的裝載港口，機場或地點，並且最終目的地，它得不同於卸載港口，機場或地點，及/或
 - (b)、包含此標明“預定”或類似相關限定船舶及/或裝載港及/或卸載港的詞語 及
- IV、包含獨一全份正本複合運送單據或，如簽發超過一份正本，全套已簽發者，且
- V、顯示有包含所有運送的條件及情況，或某些該條件及情況引用一其他複合運送單據以外來源或文獻(簡式/背面空白之複合運送單據)；銀行們將不審查諸類條件及情況的內容，及
- VI、包含未標明著它是由傭船及/或未標明著此運送船舶是僅由風帆推動，且
- VII、致於所有其它事項悉符合信用狀規定。
- b、縱使此信用狀禁止轉運，銀行們將接受一份複合運送單據其標明著轉運將或得發生，前題為全段航程被涵蓋於同一複合運送單據。
- a、如果一張信用狀要求一份運送單據**If a Credit calls for a transport document**包含至少兩種不同的運輸模式**covering at least two different modes of transport** (複合運送 **multimodal transport**)，除非信用狀中有其它的規定**unless otherwise stipulated in the Credit**，銀行將**banks will**接受一份單據**accept a document**，無論名呼**however named**，其**which**：
- I、顯示於其票面上**appears on its face**標明運送人名稱**to indicate the name of the carrier**，或複合運送人名稱**or multimodal transport operator**及已經簽署或其它認證**and to have been signed or otherwise authenticated**由**by**：
- 運送人**the carrier**或複合運送人**or multimodal transport operator**或一位指名的代理人**or a named**

agent代表運送人for or on behalf of the carrier或複合運送人or multimodal transport operator，

- 船長the master或一位指名的代理人or a named agent代表船長for or on behalf of the master。

依情況得是as the case may be，任何Any運送of the carrier人，複合運送人multimodal transport operator或船長or master的簽署或認證signature or authentication必需被分辨出為運送人must be identified as carrier，複合運送人multimodal transport operator或船長or master。一位代理人An agent代運送人for the carrier，複合運送人multimodal transport operator或船長or master的簽署或認證signing or authenticating必需同樣標明其呼名must also indicate the name及於此方的職份and the capacity of the party，例如i.e.運送人carrier，複合運送人multimodal transport operator或船長or master，誰為此代理人其所代表之一方on whose behalf that agent is acting，且and

- II、標明著indicates that此貨物已經被發送the goods have been dispatched，被接管taken in charge或被裝載or loaded on board。發送Dispatch，接管taking in charge或裝載or loading on board得may於複合運送單據上on the multimodal transport document以詞語被標明be indicated by wording而生效to that effect並且此簽發日將and the date of issuance被視為will be deemed to是發送be the date of dispatch，接管taking in charge或裝載or loading on board及裝運日and the date of shipment。無論如何However，假如此單據if the document以圖章或其它by stamp or otherwise標明indicates，一個發送a date of dispatch，接管taking in charge或裝載日or loading on board，該日such date將被視為will be deemed to是裝運日be the date of shipment，且and

III、

- (a)、標明indicates信用狀中規定的stipulated in the Credit接管地the place of taking in charge其得不同於which may be different from信用狀中規定的stipulated in the Credit裝載港口the port，機場或地點airport or place of loading，並且and最終目的

- 地the place of final destination，它得不同於卸載港口which may be different from the port，機場或地點airport or place of discharge，及and /或or
- (b)、包含此標明contains the indication “預定intended” 或類似相關限定船舶or similar qualification in relation to the vessel及and /或裝載港or port of loading及and /或卸載港的詞語or port of discharge 及and
- IV、包含獨一全份正本複合運送單據consists of a sole original multimodal transport document或or，如if簽發超過一份正本issued in more than one original，全套已簽發者the full set as so issued，且and
- V、顯示有包含appears to contain所有運送的條件及情況all of the terms and conditions of carriage，或某些該條件及情況or some of such terms and conditions引用一by reference to a其他複合運送單據以外other than the multimodal transport document來源或文獻source or document (簡式short form /背面空白blank back之複合運送單據multimodal transport document)；銀行們將不審查諸類條件及情況的內容banks will not examine the contents of such terms and conditions，及and
- VI、包含未標明著contains no indication that它是由傭船it is subject to a charter party及and /或or未標明著此運送船舶是僅由風帆推動no indication that the carrying vessel is propelled by sail only，且and
- VII、致於所有其它事項in all other respects悉符合信用狀規定meets the stipulations of the Credit。
- b、縱使Even if此信用狀禁止轉運the Credit prohibits transshipment，銀行們將接受一份複合運送單據banks will accept a multimodal transport document其標明著which indicates that轉運將或得發生transshipment will or may take place，前題為provided that全段航程被涵蓋於同一複合運送單據the entire carriage is covered by one and the same multimodal transport document。

Article 27. Air Transport Document

第二十七條 航空運送單據

- a、If a Credit calls for an air transport document, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- I、appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by:
 - the carrier, or
 - a named agent for or on behalf of the carrier;Any signature or authentication of the carrier must be identified as carrier. An agent signing or authenticating for the carrier must also indicate the name and the capacity of the party, i.e. carrier, on whose behalf that agent is acting, and
 - II、indicates that the goods have been accepted for carriage, and
 - III、where the Credit calls for an actual date of dispatch, indicates a specific notation of such date, the date of dispatch so indicated on the air transport document will be deemed to be the date of shipment. For the purpose of this Article, the information appearing in the box on the air transport document (marked "For Carrier Use Only" or similar expression) relative to the flight number and date will not be considered as a specific notation of such date of dispatch. In all other cases, the date of issuance of the air transport document will be deemed to be the date of shipment, and
 - IV、indicates the airport of departure and the airport of destination stipulated in the Credit, and
 - V、appears to be the original for consignor/shipper even if the Credit stipulates a full set of originals, or similar expressions, and
 - VI、appears to contain all of the terms and conditions of carriage, or some of such terms and conditions, by reference to a source or document other than the air transport document; banks will not examine the contents of such terms and conditions, and
 - VII、in all other respects meets the stipulations of the Credit.

- c、For the purpose of this Article, transhipment means unloading and reloading from one aircraft to another aircraft during the course of carriage from the airport of departure to the airport of destination stipulated in the Credit.
- d、Even if the Credit prohibits transhipment, banks will accept an air transport document which indicates that transhipment will or may take place, provided that the entire carriage is covered by one and the same air transport document.
- a、如一張信用狀要求一份航空運送單據，除非信用狀中有其它的規定，銀行將接受一單據，不論名呼，其：
- I、顯示於其票面上標明運送人名稱及已經簽署或其它認證由：
- 運送人，或
 - 一位指名的代理人代表運送人；
- 任何運送人的簽署或認證必需被分辨出為運送人。一位代理人代為運送人的簽署或認證必需同樣標明其呼名及於此方的職份，例如運送人，誰為此代理人其所代表之一方，且
- II、標明著此貨物已接受待運送，且
- III、當此信用狀要求一份正確發送日期，標明一個該日期的特別註記，發送日期因此標明於航空運送單據上將會被視為是裝運日。
- 為執行本慣例，此資訊顯示於航空運送單據(標記"僅供運送人"或類似表示詞)關係於航班編號及日期欄位中將不被認為係一個該發送日的特別註記。在所有其它的情況，航空運送單據的開發日將被視為是裝運日，且
- IV、標明信用狀中規定的起運機場及目的地機場，且
- V、顯示給發貨人/託運人正本，儘管此信狀規定一全套正本，或類似表示詞，且
- VI、顯示包含所有運送的條件及情況，或某些該條件和情況，引用一其它航空運送單據以外來源或文獻，銀行們將不審查諸類條件及情況的內容，及
- VII、致於所有其它事項悉符合信用狀規定。
- c、為執行本慣例，轉運意指於運送航程中自信用狀中規定的起運機場到目的機場自一飛機到另一飛機卸載及再裝載。
- d、縱使信用狀禁止轉運，銀行們將接受一份航空運送單據其標明著轉運將或得發生，前題為此全段航程是由同一張航空運送單據所涵蓋。

- a、如一張信用狀要求一份航空運送單據**If a Credit calls for an air transport document**，除非信用狀中有其它的規定**unless otherwise stipulated in the Credit**，銀行將**banks will**接受一單據**accept a document**，不論名呼**however named**，其**which**：
- I、顯示於其票面上標明運送人名稱**appears on its face to indicate the name of the carrier**及已經簽署或其它認證**and to have been signed or otherwise authenticated**由**by**：
 - 運送人**the carrier**，或**or**
 - 一位指名的代理人**a named agent**代表運送人**for or on behalf of the carrier**；

任何運送人的簽署或認證**Any signature or authentication of the carrier**必需被分辨出為運送人**must be identified as carrier**。一位代理人代為運送人的簽署或認證**An agent signing or authenticating for the carrier**必需同樣標明其呼名**must also indicate the name**及於此方的職份**and the capacity of the party**，例如**i.e.**運送人**carrier**，誰為此代理人其所代表之一方**on whose behalf that agent is acting**，且**and**
 - II、標明著**indicates that**此貨物已接受待運送**the goods have been accepted for carriage**，且**and**
 - III、當此信用狀**where the Credit**要求一份正確發送日期**calls for an actual date of dispatch**，標明一個該日期的特別註記**indicates a specific notation of such date**，發送日期**the date of dispatch**因此標明於航空運送單據上**so indicated on the air transport document**將會被視為是裝運日**will be deemed to be the date of shipment**。為執行本慣例**For the purpose of this Article**，此資訊顯示**the information appearing**於航空運送單據**on the air transport document**（標記**marked "僅供運送人 For Carrier Use Only"**或類似表示詞**or similar expression**）關係於航班編號及日期**relative to the flight number and date**欄位中**in the box**將不被認為**will not be considered**係一個該發送日的特別註記**as a specific notation of such date of dispatch**。在所有其它的情況**In all other cases**，航空運送單據的開發日**the date of issuance of**

- the air transport document 將被視為是裝運日 will be deemed to be the date of shipment, 且 and
- IV、標明 indicates 信用狀中規定的 stipulated in the Credit 起運機場 the airport of departure 及 and 目的地機場 the airport of destination, 且 and
- V、顯示 appears 給發貨人/託運人正本 to be the original for consignor/shipper, 儘管 even if 此信狀規定一全套正本 the Credit stipulates a full set of originals, 或類似表示詞 or similar expressions, 且 and
- VI、顯示包含所有運送的條件及情況 appears to contain all of the terms and conditions of carriage, 或某些該條件和情況 or some of such terms and conditions, 引用一 by reference to a 其它航空運送單據以外 other than the air transport document 來源或文獻 source or document, 銀行們將不審查諸類條件及情況的內容 banks will not examine the contents of such terms and conditions, 及 and
- VII、致於所有其它事項悉符合信用狀規定 in all other respects meets the stipulations of the Credit。
- c、為執行本慣例 For the purpose of this Article, 轉運意指 transshipment means 於運送航程中 during the course of carriage 自信用狀中規定的起運機場到目的機場 from the airport of departure to the airport of destination stipulated in the Credit 自一飛機到另一飛機卸載及再裝載 unloading and reloading from one aircraft to another aircraft。
- d、縱使 Even if 信用狀禁止轉運 the Credit prohibits transshipment, 銀行們將接受一份航空運送單據 banks will accept an air transport document 其標明著 which indicates that 轉運將 transshipment will 或得發生 or may take place, 前題為 provided that 此全段航程是由同一張航空運送單據所涵蓋 the entire carriage is covered by one and the same air transport document。

Article 28. Road, Rail or Inland Waterway Transport Documents

第二十八條 公路、鐵路或內陸水路運送單據

- a、If a Credit calls for a road, rail, or inland waterway transport document, banks will, unless otherwise stipulated in the Credit, accept a document of the type called for, however named, which:
- I、appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by the carrier or a named agent for or on behalf of the carrier and/or to bear a reception stamp or other indication of receipt by the carrier or a named agent for or on behalf of the carrier. Any signature, authentication, reception stamp or other indication of receipt of the carrier, must be identified on its face as that of the carrier. An agent signing or authenticating for the carrier, must also indicate the name and the capacity of the party, i.e. carrier, on whose behalf that agent is acting, and
 - II、indicates that the goods have been received for shipment, dispatch or carriage or wording to this effect. The date of issuance will be deemed to be the date of shipment unless the transport document contains a reception stamp, in which case the date of the reception stamp will be deemed to be the date of shipment, and
 - III、indicates the place of shipment and the place of destination stipulated in the Credit, and
 - IV、in all other respects meets the stipulations of the Credit.
- b、In the absence of any indication on the transport document as to the numbers issued, banks will accept the transport document(s) presented as constituting a full set. Banks will accept as original(s) the transport document(s) whether marked as original(s) or not.
- c、For the purpose of this Article, transshipment means unloading and reloading from one means of conveyance to another means of conveyance, in different modes of transport, during the course of carriage from the place of shipment to the place of destination stipulated in the Credit.
- d、Even if the Credit prohibits transshipment, banks will accept a road, rail, or inland waterway transport document which indicates that transshipment will or may

take place, provided that the entire carriage is covered by one and the same transport document and within the same mode of transport.

a、如一張信用狀要求一份公路，鐵路，或內陸水路運送單據，除非信用狀中有其它的規定，銀行們將接受一份如要求樣式單據，無論名呼，其：

I、顯示於其票面上標明運送人名稱及已經由運送人或一指名代理人代表運送人簽署或其它認證及/或標記一收受章，或其它已由運送人收受之標識或一指名代理人代表運送人之收受標識。

任何運送人的簽名，認證，收受章或其它收受標識，必需於票面上被辨認出其為運送人。一位代理人代理運送人簽名或認證，必需同樣標明名呼及代表一方職稱，例如運送人，誰為此代理人其所代表之一方，且

II、標明著此貨物已收訖待運，發送或運送或同效之詞語。此簽發日將被視為裝運日，除非此運輸單據包含一個收受章，於此情況，此收受章上日期將被視為裝運日，且

III、標明信用狀中規定的裝運地及目的地，且

VII、致於所有其它事項悉符合信用狀規定。

b、運送單據上缺少任何標明已簽發份數，銀行將接受所提示運輸單據係構成一整套。銀行們將接受係為正本此運送單據不管是否標記為正本。

c、為執行本慣例，轉運意指於運送航程中自信用狀中規定的裝運地到目的地自一種運輸工具至另一種運輸工具，以不同的運輸型態卸載及再裝載。

d、縱使此信用狀禁止轉運，銀行們將接受一份公路，鐵路，或內陸水路運輸單據，其標明著轉運將或得發生，前題為此全段行程是涵蓋以同一運送單據及於同樣的運輸型態中。

a、如一張信用狀要求一份公路If a Credit calls for a road，鐵路rail，或內陸水路運送單據or inland waterway transport document，除非信用狀中有其它的規定unless otherwise stipulated in the Credit，銀行們將banks will接受一份accept a如要求樣式單據document of the type called for，無論名呼however named，其which：

I、顯示於其票面上appears on its face標明運送人名稱to indicate the name of the carrier及已經and to have

been由運送人by the carrier或一指名代理人代表運送人或
a named agent for or on behalf of the carrier簽署或其
它認證signed or otherwise authenticated及and /或or
標記一收受章to bear a reception stamp或其它or other
已由運送人by the carrier或一指名代理人代表運送人之or
a named agent for or on behalf of the carrier收受標識
indication of receipt。

任何Any運送人的of the carrier簽名signature，認證
authentication，收受章reception stamp或其它收受標識
or other indication of receipt，必需must於票面上on its
face被辨認出其為運送人be identified as that of the
carrier。一位代理人代理運送人簽名或認證An agent
signing or authenticating for the carrier，必需同樣標
明must also indicate名呼the name及代表一方職稱and
the capacity of the party，例如i.e.運送人carrier，誰為
此代理人其所代表之一方on whose behalf that agent is
acting，且and

- II、標明著indicates that此貨物已收訖待運the goods have
been received for shipment，發送或運送或同效之詞語
dispatch or carriage or wording to this effect。此簽發
日The date of issuance將被視為裝運日will be deemed
to be the date of shipment，除非此運輸單據包含一個收
受章unless the transport document contains a
reception stamp，於其情況in which case，此收受章上
日期the date of the reception stamp將被視為裝運日will
be deemed to be the date of shipment，且and
- III、標明信用狀中規定的裝運地及目的地indicates the place
of shipment and the place of destination stipulated
in the Credit，且and
- VII、致於所有其它事項悉符合信用狀規定in all other respects
meets the stipulations of the Credit。
- b、運送單據上on the transport document缺少任何標明In the
absence of any indication已簽發份數as to the numbers
issued，銀行將接受所提示運輸單據banks will accept the
transport document(s) presented係構成一整套as
constituting a full set。銀行們將接受係為正本Banks will
accept as original(s)此運送單據不管是否標記為正本the

transport document(s) whether marked as original(s) or not。

- c、為執行本慣例 For the purpose of this Article，轉運意指 transshipment means 於運送航程中 during the course of carriage 自信用狀中規定的裝運地到目的地 from the place of shipment to the place of destination stipulated in the Credit 自一種運輸工具至另一種運輸工具 from one means of conveyance to another means of conveyance，以不同的運輸型態 in different modes of transport 卸載及再裝載 unloading and reloading。
- d、縱使 Even if 此信用狀禁止轉運 the Credit prohibits transshipment，銀行們將接受一份公路 banks will accept a road，鐵路 rail，或內陸水路 or inland waterway 運輸單據 transport document 其標明著轉運 which indicates that transshipment 將或得 will or may 發生 take place，前題為 provided that 此全段行程是涵蓋以同一運送單據及於同樣的運輸型態中 the entire carriage is covered by one and the same transport document and within the same mode of transport。

Article 29. Courier and Post Receipts

第二十九條 快遞及郵局收據

- a、If a Credit calls for a post receipt or certificate of posting, banks will, unless otherwise stipulated in the Credit, accept a post receipt or certificate of posting which:
- I、appears on its face to have been stamped or otherwise authenticated and dated in the place from which the Credit stipulates the goods are to be shipped or dispatched and such date will be deemed to be the date of shipment or dispatch, and
 - II、in all other respects meets the stipulations of the Credit.
- b、If a Credit calls for a document issued by a courier or expedited delivery service evidencing receipt of the goods for delivery, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- I、appears on its face to indicate the name of the courier/service, and to have been stamped, signed or

otherwise authenticated by such named courier/service (unless the Credit specifically calls for a document issued by a named Courier/Service, banks will accept a document issued by any Courier/Service), and

- II、indicates a date of pick-up or of receipt or wording to this effect, such date being deemed to be the date of shipment or dispatch, and
- III、in all other respects meets the stipulations of the Credit.

a、如果信用狀要求一張郵收據或投郵證明，除非信用狀中有其它規定銀行們將接受一張郵局收據或投郵證明其：

- I、顯示於其票面自其此信用狀規定此貨物將被裝運或被發送地點已蓋戳章或其它認證及日期且該日期將被視為是裝運日或發送日，且
- II、其他事項悉符合信用狀之規定。

b、如果一張信用狀要求一份單據由一快遞或快捷服務簽發證明收訖此貨物待運交，除非信用狀中有其它規定，銀行們將接受一份單據，無論名呼，其：

- I、顯示於它的票面標明快遞/快捷服務業名，且由該呼名快遞/快捷服務業已完成蓋戳章，簽署或以其它認證。(除非此信用狀特別要求一份單據由一指名快遞/快捷服務業者簽發，銀行們將接受一張由任何快遞/快捷服務業者簽發的單據)，及
- II、標明一個收取或收受或此行為詞語日期，該日期即被視為是裝運或發送日，且
- II、其他事項悉符合信用狀之規定。

a、如果信用狀要求**If a Credit calls for**一張郵收據**a post receipt**或投郵證明**or certificate of posting**，除非信用狀中有其它規定**unless otherwise stipulated in the Credit**，銀行們將**banks will**接受一張郵局收據**accept a post receipt**或投郵證明**or certificate of posting**其**which**：

- I、顯示於其票面**appears on its face**自其此信用狀規定此貨物將被裝運或被發送**from which the Credit stipulates the goods are to be shipped or dispatched**地點**in the place**已蓋**to have been**戳章**stamped**或其它認證**or otherwise authenticated**及日期**and dated**且**and**該日期

- 將被視為是裝運日或發送日 such date will be deemed to be the date of shipment or dispatch，且and
- II、其他事項悉符合信用狀之規定 in all other respects meets the stipulations of the Credit。
- b、如果一張信用狀要求If a Credit calls for一份單據a document由一快遞或快捷服務簽發issued by a courier or expedited delivery service證明收訖此貨物待運交evidencing receipt of the goods for delivery，除非信用狀中有其它規定unless otherwise stipulated in the Credit，銀行們將banks will接受一份單據accept a document，無論名呼however named，其which：
- I、顯示於它的票面appears on its face標明快遞/快捷服務業名to indicate the name of the courier/service，且and由該呼名快遞by such named courier /快捷服務業service已完成蓋戳章to have been stamped，簽署signed或以其它認證or otherwise authenticated。(除非此信用狀特別要求一份單據unless the Credit specifically calls for a document由一指名快遞by a named Courier /快捷服務業者Service簽發issued，銀行們將接受一張由任何快遞/快捷服務業者簽發的單據banks will accept a document issued by any Courier/Service)，及and
- II、標明一個indicates a收取或收受或此行為詞語日期date of pick-up or of receipt or wording to this effect，該日期such date即被視為是裝運或發送日being deemed to be the date of shipment or dispatch，且and
- II、其他事項悉符合信用狀之規定 in all other respects meets the stipulations of the Credit。

Article 30. Transport Documents issued by Freight Forwarders

第三十條 由承攬運送人簽發之運送單據

Unless otherwise authorized in the Credit, banks will only accept a transport document issued by a freight forwarder if it appears on its face to indicate:

- I、the name of the freight forwarder as a carrier or multimodal transport operator and to have been signed or otherwise authenticated by the freight

forwarder as carrier or multimodal transport operator, or

- II、the name of the carrier or multimodal transport operator and to have been signed or otherwise authenticated by the freight forwarder as a named agent for or on behalf of the carrier or multimodal transport operator.

除非信用狀中有其它授權，銀行們將僅接受一份運輸單據由一承攬運送人所簽發，如它顯示於它的票面標明:

- I、此承攬運送人係為一運送人或複合運送人呼名及由該承攬運送人係為運送人或複合運送人完成簽署或其它確認，或
- II、此運送人或複合運送人呼名及由此承攬運送人係為一指名代理代理運送人或複合運送人完成簽署或其它認證。

除非信用狀中有其它授權 **Unless otherwise authorized in the Credit**，銀行們將僅接受一份運輸單據 **banks will only accept a transport document** 由一承攬運送人所簽發 **issued by a freight forwarder**，如 **if** 它顯示於它的票面 **it appears on its face** 予 **to** 標明 **indicate**:

- I、此承攬運送人呼名 **the name of the freight forwarder** 係為一運送人 **as a carrier** 或複合運送人 **or multimodal transport operator** 及 **and** 由 **by** 此承攬運送人係為運送人 **the freight forwarder as carrier** 或複合運送人 **or multimodal transport operator** 完成簽署或其它確認 **to have been signed or otherwise authenticated**，或 **or**
- II、此運送人或複合運送人呼名 **the name of the carrier or multimodal transport operator** 及 **and** 由此承攬運送人係為一指名代理代理運送人 **by the freight forwarder as a named agent for or on behalf of the carrier** 或複合運送人 **or multimodal transport operator** 完成簽署或其它認證 **to have been signed or otherwise authenticated**。

Articie 31. "On Deck," "Shipper's Load and Count," Name of Consignor

第三十一條 "甲板上"、"託運人自行裝貨點數"、發貨人名呼

Unless otherwise stipulated in the Credit, banks will accept a transport document which:

- I、does not indicate, in the case of carriage by sea or by more than one means of conveyance including carriage by sea, that the goods are or will be loaded on deck. Nevertheless, banks will accept a transport document which contains a provision that the goods may be carried on deck, provided that it does not specifically state that they are or will be loaded on deck, and/or
- II、bears a clause on the face thereof such as "shipper's load and count" or "said by shipper to contain" or words of similar effect, and/or
- III、indicates as the consignor of the goods a party other than the beneficiary of the Credit.

除非信用狀中有其他規定，銀行們將接受一份運輸單據其：

- I、假設於海洋運輸中或於超過一種運輸方法包含海洋運輸，未標明著此貨物是或將被裝載於甲板上。雖然如此，銀行們將接受一份運輸單據其包含一條款則此貨物得被置於甲板上，前題它不是特別敘述著它們是或將被裝載於甲板上，及/或
- II、因此於票面上註明一條約諸如“託運人自行裝載及點數”或“由託運人聲稱內容”或類似行為詞語，及/或
- III、標明其他此信狀受益人以外之一方係為貨物發貨人。

除非信用狀中有其他規定**Unless otherwise stipulated in the Credit**，銀行們將接受一份運輸單據**banks will accept a transport document**其**which**:

- I、假設於海洋運輸中**in the case of carriage by sea**或**or**於超過一種運輸方法**by more than one means of conveyance**包含海洋運輸**including carriage by sea**，未標明**does not indicate**著**that**此貨物是或將被裝載於甲板上**the goods are or will be loaded on deck**。雖然如此**Nevertheless**，銀行們將接受一份運輸單據**banks will accept a transport document**其包含一條款**which contains a provision**則此貨物**that the goods**得**may**被置於甲板上**be carried on deck**，前題為**provided that**它不是**it does not**特別敘述著**specifically state that**它們**they**

是are或or將will被裝載於甲板上be loaded on deck，及and /或or

- II、因此於票面上on the face thereof註明一條約bears a clause諸如such as “託運人自行裝載及點數shipper's load and count” 或or “由託運人聲稱內容said by shipper to contain” 或類似行爲詞語or words of similar effect，及and /或or
- III、標明indicates其他此信狀受益人以外之一方a party other than the beneficiary of the Credit係爲as貨物發貨人the consignor of the goods。

Article 32. Clean Transport Documents

第三十二條 清潔運送單據

- a、A clean transport document is one which bears no clause or notation which expressly declares a defective condition of the goods and/or the packaging.
- b、Banks will not accept transport documents bearing such clauses or notations unless the Credit expressly stipulates the clauses or notations which may be accepted.
- c、Banks will regard a requirement in a Credit for a transport document to bear the clause "clean on board" as complied with if such transport document meets the requirements of this Article and of Articles 23, 24, 25, 26, 27, 28 or 30.

- a、一份清潔的運送單據，是一份其未有標示條約或標註，其明白的宣告貨物及/或包裝體有一瑕疵狀況。
- b、銀行將不接受運送單據標示諸類條約或標註，除非此信用狀明白規定，這種條約或標註是得予接受。
- c、銀行將視爲一信用狀中需求的一種運送單據，要標示此“已清潔裝載”條約已符合，如該運送單據合宜於本慣例，及第23, 24, 25, 26, 27, 28 或 30條款之要求。

- a、一份A清潔的clean運送單據transport document，是is一份one單據which未有標示條約bears no clause或or標註notation，其which明白的expressly宣告declares貨物及/或包

- 裝體有一瑕疵狀況 a defective condition of the goods and/or the packaging。
- b、銀行 Banks 將不 will not 接受 accept 運送單據 transport documents 標示 bearing 諸類條約 such clauses 或 or 標註 notations，除非 unless 此信用狀 the Credit 明白 expressly 規定 stipulates，這種條約 the clauses 或 or 標註 notations 其 which 得予 may 被接受 be accepted。
- c、銀行 Banks 將 will 視為 regard 一信用狀中需求的 a requirement in a Credit for 一種運送單據 a transport document，要標示 to bear 此 the “已清潔裝載” 條約 clause "clean on board" 已符合 as complied with，如 if 該 such 運送單據 transport document 合宜於 meets 本慣例及第 23, 24, 25, 26, 27, 28 或 30 條款之要求 the requirements of this Article and of Articles 23, 24, 25, 26, 27, 28 or 30。

Article 33. Freight Payable/Prepaid Transport Documents

第三十三條 運費應付 / 預付之運送單據

- a、Unless otherwise stipulated in the Credit, or inconsistent with any of the documents presented under the Credit, banks will accept transport documents stating that freight or transportation charges (hereafter referred to as "freight") have still to be paid.
- b、If a Credit stipulates that the transport document has to indicate that freight has been paid or prepaid, banks will accept a transport document on which words clearly indicating payment or prepayment of freight appear by stamp or otherwise, or on which payment or prepayment of freight is indicated by other means. If the Credit requires courier charges to be paid or prepaid banks will also accept a transport document issued by a courier or expedited delivery service evidencing that courier charges are for the account of a party other than the consignee.
- c、The words "freight payable" or "freight to be prepaid" or words of similar effect, if appearing on transport documents, will not be accepted as constituting evidence of the payment of freight.

d、Banks will accept transport documents bearing reference by stamp or otherwise to costs additional to the freight, such as costs of, or disbursements incurred in connection with, loading, unloading or similar operations, unless the conditions of the credit specifically prohibit such reference.

a、除非信用狀中有其它的規定，或抵觸於任何於信用狀項下已提示單據，銀行將接受運送單據敘述著運費或運送費用（以下簡稱為"運費"）仍尚待被支付。

b、如一張信用狀規定著此運送單據必需標明著運費已完成付清或已預付，銀行將接受一份運送單據以圖章或其它方式顯現其上詞語清楚的標明支付或運費預付，或以其它方法被標明其上支付或運費預付。如此信用狀要求快遞費用需已付清或預付銀行們將同樣接受一份由一快遞或快捷業者所簽發運送單據證明著快遞費用是由其他收貨人以外一方支付。

c、此詞語“運費需要預付”或“運費是要被預付”或類似行為詞語，如顯示於運送單據上，將不被接受係為構成運費付訖證據。

d、銀行將接受運送單據以圖章或其它方式加諸附註要加價於運費上，諸如成本，或支出發生有關於，裝載，卸載或類似作業，除非這張信用狀條件特別禁止該類附註。

a、除非信用狀中有其它的規定 **Unless otherwise stipulated in the Credit**，或 **or** 抵觸於任何於信用狀項下已提示單據 **inconsistent with any of the documents presented under the Credit**，銀行將接受運送單據 **banks will accept transport documents** 敘述著運費 **stating that freight** 或運送費用 **or transportation charges**（以下簡稱為 **hereafter referred to as "運費 freight"**）仍尚待被支付 **have still to be paid**。

b、如一張信用狀規定著 **If a Credit stipulates that** 此運送單據必需標明著 **the transport document has to indicate that** 運費已完成付清 **freight has been paid** 或 **or** 已預付 **prepaid**，銀行將接受一份運送單據 **banks will accept a transport document** 以圖章或其它方式顯現 **appear by stamp or otherwise** 其上詞語 **on which words** 清楚的標明 **clearly indicating** 支付或運費預付 **payment or prepayment of freight**，或 **or** 以其它方法 **by other**

means 被標明 is indicated 其上支付或運費預付 on which payment or prepayment of freight。如此信用狀要求快遞費用 If the Credit requires courier charges 需已付清 to be paid 或 or 預付 prepaid 銀行們 banks 將同樣接受一份 will also accept a 由一快遞或快捷業者 by a courier or expedited delivery service 所簽發運送單據 transport document issued 證明著 evidencing that 快遞費用是 courier charges are 由其他收貨人以外一方支付 for the account of a party other than the consignee。

- c、此詞語 The words “運費需要預付 freight prepayable” 或 or “運費是要被預付 freight to be prepaid” 或 or 類似行爲詞語 words of similar effect，如顯示於運送單據上 if appearing on transport documents，將不被接受 will not be accepted 係爲構成運費付訖證據 as constituting evidence of the payment of freight。
- d、銀行將接受運送單據 Banks will accept transport documents 以圖章或其它方式 by stamp or otherwise 加諸附註 bearing reference 要加價於運費上 to costs additional to the freight，諸如成本 such as costs of，或 or 支出 disbursements 發生有關於 incurred in connection with，裝載 loading，卸載 unloading 或類似作業 or similar operations，除非這張信用狀條件特別禁止 unless the conditions of the credit specifically prohibit 該類附註 such reference。

Article 34. Insurance Documents

第三十四條 保險單據

- a、Insurance documents must appear on their face to be issued and signed by insurance companies or underwriters or their agents.
- b、If the insurance document indicates that it has been issued in more than one original, all the originals must be presented unless otherwise authorized in the Credit.
- c、Cover notes issued by brokers will not be accepted, unless specifically authorized in the Credit.

- d、Unless otherwise stipulated in the Credit, banks will accept an insurance certificate or a declaration under an open cover pre-signed by insurance companies or underwriters or their agents. If a Credit specifically calls for an insurance certificate or a declaration under an open cover, banks will accept, in lieu thereof, an insurance policy.
- e、Unless otherwise stipulated in the Credit, or unless it appears from the insurance document that the cover is effective at the latest from the date of loading on board or dispatch or taking in charge of the goods, banks will not accept an insurance document which bears a date of issuance later than the date of loading on board or dispatch or taking in charge as indicated in such transport document.
- f、
 - I、Unless otherwise stipulated in the Credit, the insurance document must be expressed in the same currency as the Credit.
 - II、Unless otherwise stipulated in the Credit, the minimum amount for which the insurance document must indicate the insurance cover to have been effected is the CIF(cost, insurance and freight("named port of destination")) or CIP(carriage and insurance paid to("named place of destination")) value of the goods, as the case may be, plus 10%, but only when the CIF or CIP value can be determined from the documents on their face. Otherwise, banks will accept as such minimum amount 110% of the amount for which payment, acceptance or negotiation is requested under the Credit, or 110% of the gross amount of the invoice, whichever is the greater.
- a、保險單據必需於票面上顯示被由保險公司或保險業者或其代理人發行及簽署。
- b、如此保險單據標明著它已被發行超過一份正本，除非信用狀中有其它授權所有這些正本必須被提示。
- c、由經紀人所簽發投保通知書將不被接受，除非信用狀中特別的授權。

- d、除非信用狀中有其它的規定外，銀行將接受一份由保險公司或保險業者或其代理預先簽署保險證明書或統保單之單項保險聲明書。如一張信用狀特別要求一份保險證明書或統保單之單項保險聲明書，銀行們將接受，替代為以，一份保險單。
- e、除非信用狀中有其它規定，或除非它自保險單據顯示著該承保生效最遲自這貨物裝運或發送或接管日，銀行們將不接受一份保險單據其標註一簽發日期遲晚於諸類運送單據中係為標明的裝運或發送或接管日。
- f、
 - I、除非信用狀中有其它規定外，此保險單據必須被以同信用狀之幣別表示。
 - II、除非信用狀中另有規定，最低保額於其保險單據必須標明此保險生效範圍是此CIF(成本，保費及運費含內價“指名之目的港”)或CIP(運送及保險費付到“指名之目的地”)的貨價，似此類案件得是，加價10%，但僅當此CIF或CIP價能自單據於其票面上被論斷。反之，銀行將接受如該於信用狀項下要求予其支付，承兌或讓購款額之最低額110%款額，或發票毛額之110%，兩者以孰最高者為準。
- a、保險單據必需於票面上顯示**Insurance documents must appear on their face**被由保險公司**by insurance companies**或保險業者**or underwriters**或其代理人**or their agents**發行及簽署**to be issued and signed**。
- b、如此保險單據標明著**If the insurance document indicates that**它已被發行超過一份正本**it has been issued in more than one original**，除非信用狀中有其它授權**unless otherwise authorized in the Credit**所有這些正本必須被提示**all the originals must be presented**。
- c、由經紀人所簽發投保通知書**Cover notes issued by brokers**將不被接受**will not be accepted**，除非信用狀中特別的授權**unless specifically authorized in the Credit**。
- d、除非信用狀中有其它的規定外**Unless otherwise stipulated in the Credit**，銀行將接受一份**banks will accept an**由保險公司或保險業者或其代理預先簽署**pre-signed by insurance companies or underwriters or their agents**保險證明書**insurance certificate**或**or**統保單之單項保險聲明書**a declaration under an open cover**。如一張信用狀特別要求一份保險證明書**If a Credit specifically calls for an insurance**

certificate或or統保單之單項保險聲明書a declaration under an open cover，銀行們將接受banks will accept，替代為以in lieu thereof，一份保險單an insurance policy。

- e、除非信用狀中有其它規定Unless otherwise stipulated in the Credit，或除非它or unless it自保險單據顯示著appears from the insurance document that該承保生效the cover is effective最遲自這貨物裝運或發送或接管日at the latest from the date of loading on board or dispatch or taking in charge of the goods，銀行們將不接受一份保險單據banks will not accept an insurance document其標註一簽發日期which bears a date of issuance遲晚於later than諸類運送單據中係為標明的as indicated in such transport document裝運或發送或接管日the date of loading on board or dispatch or taking in charge。

f、

- I、除非信用狀中有其它規定外Unless otherwise stipulated in the Credit，此保險單據the insurance document必須must被以同信用狀之幣別表示be expressed in the same currency as the Credit。
- II、除非信用狀中另有規定Unless otherwise stipulated in the Credit，於其保險單據最低保額the minimum amount for which the insurance document必須標明must indicate此保險生效範圍是此the insurance cover to have been effected is the CIF（成本cost，保費insurance及and運費reight含內價“指名之目的港named port of destination”）或or CIP（運送(carriage及and保費insurance付到paid to“指名之目的地named place of destination”）的貨價value of the goods，似此類案件得是as the case may be，加價plus 10%，但僅當此but only when the CIF或or CIP價value能自單據於其票面上被論斷can be determined from the documents on their face。反之Otherwise，銀行將接受如該banks will accept as such於信用狀項下要求is requested under the Credit予其支付for which payment，承兌或讓購款額acceptance or negotiation之最低額minimum amount 110%款額the amount，或or發票毛額之the gross amount of the invoice110%，兩者以孰最高者為準whichever is the greater。

Article 35. Type of Insurance Cover

第三十五條 承保範圍之種類

- a、Credits should stipulate the type of insurance required and, if any, the additional risks which are to be covered. Imprecise terms such as "usual risks" or "customary risks" shall not be used, if they are used, banks will accept insurance documents as presented, without responsibility for any risks not being covered.
- b、Failing specific stipulations in the Credit, banks will accept insurance documents as presented, without responsibility for any risks not being covered.
- c、Unless otherwise stipulated in the Credit, banks will accept an insurance document which indicates that the cover is subject to a franchise or on excess (deductible).

- a、信用狀應規定所要求保險之種類及，如有，那些附加險將被投保。不明確條件諸如“通常險”或“慣例險”當不被使用，如它們被使用，銀行將接受係所提示的保險單據，而無責於未投保之任何風險。
- b、未能於信用狀中特別規定，銀行們將接受係所提示的保險單據，而無責於未投保之任何風險。
- c、除非信用狀中有其它規定，銀行們將接受一份保險單據其標明著此保險範圍根據一項免賠額或僅賠超額(扣除免賠額)。

- a、信用狀應規定 **Credits should stipulate** 所要求保險之種類 **the type of insurance required** 及 **and**，如有 **if any**，那些附加險 **the additional risks which** 將被投保 **are to be covered**。不明確條件 **Imprecise terms** 諸如 **such as** “通常險 **usual risks**” 或 **or** “慣例險 **customary risks**” 當不被使用 **shall not be used**，如它們被使用 **if they are used**，銀行將接受係所提示的保險單據 **banks will accept insurance documents as presented**，而無責於未投保之任何風險 **without responsibility for any risks not being covered**。
- b、未能於信用狀中特別規定 **Failing specific stipulations in the Credit**，銀行們將接受係所提示的保險單據 **banks will**

accept insurance documents as presented，而無責於未投保之任何風險 without responsibility for any risks not being covered。

- c、除非信用狀中有其它規定 Unless otherwise stipulated in the Credit，銀行們將接受一份保險單據 banks will accept an insurance document 其標明著 which indicates that 此保險範圍根據 the cover is subject to 一項免賠額 a franchise 或 or 僅賠超額 on excess (扣除免賠額 deductible)。

Article 36. All Risks Insurance Cover

第三十六條 全險之承保範圍

There a Credit stipulates "insurance against all risks", banks will accept an insurance document which contains any "all risks" notation or clause, whether or not bearing the heading "all risks", even if the insurance document indicates that certain risks are excluded, without responsibility for any risk(s) not being covered.

這一份信用狀規定“投保全險”，銀行們將接受一份保險單據其包含任何“全險”標註或條約，不論是否標註此“全險”標題，縱使此保險單據標明著某些類風險是不被包含，而無責於未投保之任何風險。

這一份信用狀規定 There a Credit stipulates “投保全險 insurance against all risks”，銀行們將接受一份保險單據 banks will accept an insurance document 其包含任何 which contains any “全險 all risks” 標註 notation 或條約 or clause，不論是否標註 whether or not bearing 此 the “全險 all risks” 標題 heading，縱使 even if 此保險單據標明著 the insurance document indicates that 某些類風險是不被包含 certain risks are excluded，而無責於未投保之任何風險 without responsibility for any risk(s) not being covered。

Article 37. Commercial Invoices

第三十七條 商業發票

- a、Unless otherwise stipulated in the Credit, commercial invoices;
- I、must appear on their face to be issued by the Beneficiary named in the Credit(except as provided in Article 48), and
 - II、must be made out in the name of the Applicant(except as provided in sub-Article 48(h)), and
 - III、need not be signed.
- b、Unless otherwise stipulated in the Credit, banks may refuse commercial invoices issued for amounts in excess of the amount permitted by the Credit. Nevertheless, if a bank authorized to pay, incur a deferred payment undertaking, accept Draft(s), or negotiate under a Credit accepts such invoices, its decision will be binding upon all parties, provided that such bank has not paid, incurred a deferred payment undertaking, accepted Draft(s) or negotiated for an amount in excess of that permitted by the Credit.
- c、The description of the goods in the commercial invoice must correspond with the description in the Credit. In all other documents, the goods may be described in general terms not inconsistent with the description of the goods in the Credit.
- a、除非信用狀中有其它規定，商業發票：
- I、必須於票面上顯示由此信用中指名之受益者簽發(除如第 48 條款中規定外)，且
 - II、必須做出以申請人爲抬頭名呼 (除如第48條款(h)項中規定外)，且
 - III、不須要被簽署。
- b、除非信用狀有其它規定，銀行們得拒絕商業發票被簽發的金額超出此信用狀允許的金額，不過，如一銀行已被授權依一份信用狀項下接受該發票予付款，承擔延期付款義務，承兌匯票，或讓購，他的決定將拘束所有方，前題該銀行並未對金額超出著此信用狀允許予已付款，已承擔延期付款義務，已承兌匯票或已讓購。
- c、於此商業發票中對貨物的說明必須符合於此信用狀中的說明。所

有其它的單據中，此貨物得被以統稱敘述不抵觸於此信用狀中對貨物的說明。

- a、除非信用狀中有其它規定 **Unless otherwise stipulated in the Credit**，商業發票 **commercial invoices**：
 - I、必須於票面上顯示 **must appear on their face** 由此信用中指名之受益者簽發 **to be issued by the Beneficiary named in the Credit** (除如第 48 條款中規定外 **except as provided in Article 48**)，且 **and**
 - II、必須做出以申請人爲抬頭名呼 **must be made out in the name of the Applicant** (除如第 48 條款(h)項中規定外 **except as provided in sub-Article 48(h)**)，且 **and**
 - III、不須要被簽署 **need not be signed**。
- b、除非信用狀有其它規定 **Unless otherwise stipulated in the Credit**，銀行們得拒絕商業發票 **banks may refuse commercial invoices** 被簽發的金額 **issued for amounts** 超出 **in excess of** 此信用狀允許的金額 **the amount permitted by the Credit**，不過 **Nevertheless**，如一銀行已被授權 **if a bank authorized** 依一份信用狀項下接受該發票 **under a Credit accepts such invoices** 予付款 **to pay**，承擔延期付款義務 **incur a deferred payment undertaking**，承兌匯票 **accept Draft(s)**，或讓購 **or negotiate**，他的決定將拘束所有方 **its decision will be binding upon all parties**，前題 **provided that** 該銀行並未 **such bank has not** 對金額 **for an amount** 超出著 **in excess of that** 此信用狀允許 **permitted by the Credit** 予已付款 **paid**，已承擔延期付款義務 **incurred a deferred payment undertaking**，已承兌匯票 **accepted Draft(s)** 或已讓購 **or negotiated**。
- c、於此商業發票中對貨物的說明 **The description of the goods in the commercial invoice** 必須符合於此信用狀中的說明 **must correspond with the description in the Credit**。所有其它的單據中 **In all other documents**，此貨物得被以統稱敘述 **the goods may be described in general terms** 不抵觸於 **not inconsistent with** 此信用狀中對貨物的說明 **the description of the goods in the Credit**。

Article 38. Other Documents

第三十八條 其他單據

If a Credit calls for an attestation or certification of weight in the case of transport other than by sea, bank will accept a weight stamp or declaration of weight which appears to have been superimposed on the transport document by the carrier or his agent unless the Credit specifically stipulates that the attestation or certification of weight must be by means of a separate document.

如一張信用狀要求一份重量的證實或證明書假設為其它海運以外之運輸，銀行將接受一個以重量戳記或重量聲明方式其顯示已由運送人或其代理人附加於運送單據上除非此信用狀特別規定著此份重量聲明書或證實書必需是藉一份分開的文件。

如 If 一張信用狀要求一份 a Credit calls for an 重量的證實或證明書 attestation or certification of weight 假設為 in the case of 其它海運以外之運輸 transport other than by sea，銀行將接受一個以重量戳記或重量聲明方式 bank will accept a weight stamp or declaration of weight 其顯示 which appears 已由運送人或其代理人 by the carrier or his agent 附加於運送單據上 to have been superimposed on the transport document 除非此信用狀特別規定著 unless the Credit specifically stipulates that 此份重量聲明書或證實書 the attestation or certification of weight 必需是 must be 藉一份分開的文件 by means of a separate document。

E. MISCELLANEOUS PROVISIONS

E、雜項規定

Article 39. Allowances in Credit Amount, Quantity and Unit Price

第三十九條 信用狀中金額、數量及單價之允差範圍

a、The words "about," "approximately," "circa" or similar expressions 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 difference not to exceed 10% more or 10% less than the amount or the quantity or the unit price to which they refer.

- b、Unless a Credit stipulates that the quantity of the goods specified must not be exceeded or reduced, a tolerance of 5% more or 5% less will be permissible, always provided that the amount of the drawings does not exceed the amount of the Credit. This tolerance does not apply when the Credit stipulates the quantity in terms of a stated number of packing units or individual items.
- c、Unless a Credit which prohibits partial shipments stipulates otherwise, or unless sub-Article(b) above is applicable, a tolerance of 5% less in the amount of the drawing will be permissible, provided that if the Credit stipulates the quantity of the goods, such quantity of goods is shipped in full, and if the Credit stipulates a unit price, such price is not reduced. This provision does not apply when expressions referred to in sub-Article(a) above are used in the Credit.

a、此詞語“約”，“大概”，“大約”或類似表示語被使用相關此信用狀金額或此數量或此單價被敘述於信用狀中將被解釋係為容許一個允差不超過其它們相關此金額或此數量或此單價 10%以上或 10%以下

b、除非一張信用狀規定著此貨物數量特別必須不可以超出或減少，一個允差最高5%或最低5%將是許可的，總前題為此動支金額不超出此信用狀金額。此允差不可適用當此信用狀於敘述包裝件單位數量或個別項目條件中規定此數量。

c、除非一張信用狀有其它規定其禁止分批裝船，或除非適用上條(b)項外，一個動支金額允差低於 5%將是許可的，前題為如此信用狀規定此貨物數量，該貨物數量是全部被裝完，及如此信用狀規定一個單價，該價格是未降低。當相關上條(a)項表示詞語是被使用於信用狀中此條款不是適用。

a、此詞語 **The words “約 about”，“大概 approximately”，“大約 circa”** 或類似表示語 **or similar expressions** 被使用 **used** 相關此信用狀金額 **in connection with the amount of the Credit** 或此數量 **or the quantity** 或此單價 **or the unit price** 被敘述於信用狀中 **stated in the Credit** 將被解釋係為容許一個允差 **are to be construed as allowing a difference** 不超過 **not to exceed than** 其它們相關 **to which they refer** 此金額 **the amount**

- 或此數量 or the quantity 或此單價 or the unit price 10% 以上 more 或 or 10%以下 less 。
- b、除非一張信用狀規定著此貨物數量 Unless a Credit stipulates that the quantity of the goods 特別必須不可以超出或減少 specified must not be exceeded or reduced，一個允差最高 5% a tolerance of 5% more 或最低 5% or 5% less 將是許可的 will be permissible，總前題為 always provided that 此動支金額 the amount of the drawings 不超 does not exceed 出此信用狀金額 the amount of the Credit。此允差 This tolerance 不可適用 does not apply 當此信用狀 when the Credit 於一個敘述包裝件單位數量或個別項目條件中 in terms of a stated number of packing units or individual items 規定此數量 stipulates the quantity 。
- c、除非一張信用狀 Unless a Credit 有其它規定 stipulates otherwise 其禁止分批裝船 which prohibits partial shipments，或除非適用上條(b)項外 or unless sub-Article(b) above is applicable，一個動支金額允差低於 5% a tolerance of 5% less in the amount of the drawing 將是許可的 will be permissible，前題為 provided that 如 if 此信用狀規定此貨物數量 the Credit stipulates the quantity of the goods，該貨物數量 such quantity of goods 是全部被裝完 is shipped in full，及如 and if 此信用狀規定一個單價 the Credit stipulates a unit price，該價格是未降低 such price is not reduced。當相關上條(a)項表示詞語 when expressions referred to in sub-Article(a) above 被使用於信用狀中 are used in the Credit 此條款不是適用 This provision does not apply 。

Article 40. Partial Shipments/Drawings

第四十條 部分裝運 / 動支

- a、Partial drawings and/or shipments are allowed, unless the Credit stipulates otherwise.
- b、Transport documents which appear on their face to indicate that shipment has been made on the same means of conveyance and for the same journey, provided they indicate the same destination, will not be regarded as covering partial shipments, even if the transport

documents indicate different dates of shipment and/or different ports of loading, places of taking in charge, or dispatch.

- c、Shipments made by post or by courier will not be regarded as partial shipments if the post receipts or certificates of posting or courier's receipts or dispatch notes appear to have been stamped, signed or otherwise authenticated in the place from which the Credit stipulates the goods are to be dispatched, and on the same date.

- a、部分動支及 / 或裝運被容許，除非信用狀有其它規定。
- b、運送單據其於票面上顯示標明著貨載已安排於同一運輸工具及同一航程，前題它們標明同一目的地，將不被視為係屬於分批裝運，縱使此運送單據標明不同的裝運日期及/或不同的裝載港，接管或發送地。
- c、裝運為以郵寄或以快遞將不被認為係分批裝運如此郵局收據或郵寄證明或快遞業者收據或遞送單顯示已被蓋戳章，簽署或其它認證方式自其此信用狀規定此貨物將被發送此地點，及於同一日期。

- a、部分動支及 **Partial drawings and/或裝運 or shipments** 被容許 **are allowed**，除非信用狀有其它規定 **unless the Credit stipulates otherwise**。
- b、運送單據其於票面上顯示 **Transport documents which appear on their face** 標明著貨載已安排於同一運輸工具 **to indicate that shipment has been made on the same means of conveyance** 及同一航程 **and for the same journey**，前題 **provided** 它們標明同一目的地 **they indicate the same destination**，將不被視為 **will not be regarded** 係屬於分批裝運 **as covering partial shipments**，縱使 **even if** 此運送單據標明不同的裝運日期 **the transport documents indicate different dates of shipment** 及 **and /或 or** 不同的裝載港 **different ports of loading**，接管或發送地 **places of taking in charge, or dispatch**。
- c、裝運為以郵寄 **Shipments made by post** 或以快遞 **or by courier** 將不被認為係分批裝運 **will not be regarded as partial shipments** 如此郵局收據 **if the post receipts** 或郵寄

證明 or certificates of posting 或快遞業者收據 or courier's receipts 或遞送單 or dispatch notes 顯示已被蓋戳章 appear to have been stamped，簽署 signed 或其它認證方式 or otherwise authenticated 自其此信用狀規定此貨物將被發送此地點 in the place from which the Credit stipulates the goods are to be dispatched，及於同一日期 and on the same date。

Article 41. Instalment Shipments/Drawings

第四十一條 分期裝運 / 分期動支

If drawings and/or shipments by instalments within given periods are stipulated in the Credit and any instalment is not drawn and/or shipped within the period allowed for that instalment, the Credit ceases to be available for that and any subsequent instalments, unless otherwise stipulated in the Credit.

如果於給定時段內以分期動支及/或裝運被規定於信用狀中及任何於允許此分期的時段中分期未被動支及/或被裝運，除非信用狀中有其它的規定，此信用狀中止適用該項及任何後續的分期。

如果 If 於給定時段內 within given periods 以分期 by instalments 動支及 drawings and /或裝運 or shipments 被規定於信用狀中 are stipulated in the Credit 及 and 任何 any 於允許此分期的時段中 within the period allowed for that instalment 分期未被動支 instalment is not drawn 及 and /或 or 被裝運 shipped，除非信用狀中有其它的規定 unless otherwise stipulated in the Credit，此信用狀中止適用該項 the Credit ceases to be available for that 及 and 任何後續的分期 any subsequent instalments。

Article 42. Expiry Date and Place for Presentation of Documents

第四十二條 單據提示之有效日及地點

a、All Credits must stipulate an expiry date and a place for presentation of documents for payment, acceptance, or

with the exception of freely negotiable Credits, a place for presentation of documents for negotiation. An expiry date stipulated for payment, acceptance or negotiation will be construed to express an expiry date for presentation of documents.

b、Except as provided in sub-Article 44(a), documents must be presented on or before such expiry date.

c、If an Issuing Bank states that the Credit is to be available "for one month," "for six months," or the like, but does not specify the date from which the time is to run, the date of issuance of the Credit by the Issuing Bank will be deemed to be the first day from which such time is to run. Banks should discourage indication of the expiry date of the Credit in this manner.

a、所有信用狀必需規定一個有效期及一個於提示文件予付款，承兌地點，或除了於自由讓購的信用狀，一個予讓購提示文件地點。一個被規定付款，承兌或讓購有效日將被解釋為表示一個予提示文件的有效日。

b、除如依第 44(a)項條款外，單據必須被提示於該有效日當日或之前。

c、如一家開狀銀行敘述著此信用狀將被適用“於一個月”，“於六個月”或類似，但不訂明自其起算時間，由開狀行於該信用狀開發日將被視為是自其該時間起算的第一日。銀行們當勸阻以此種方式標明此該信用狀有效日。

a、所有信用狀必需規定一個有效期 **All Credits must stipulate an expiry date** 及 **and** 一個 **a** 於提示文件 **for presentation of documents** 予付款 **for payment**，承兌 **acceptance** 地點 **place**，或 **or** 除了 **with the exception** 於自由讓購的信用狀 **of freely negotiable Credits**，一個予讓購提示文件地點 **a place for presentation of documents for negotiation**。一個 **An** 被規定予付款 **stipulated for payment**，承兌或讓購 **acceptance or negotiation** 有效日將 **expiry date** 被解釋為表示 **will be construed to express** 一個予提示文件的有效日 **an expiry date for presentation of documents**。

b、除如依第 44(a)項條款外 **Except as provided in sub-Article 44(a)**，單據必須被提示 **documents must be presented** 於該有效日當日或之前 **on or before such**

expiry date。

- c、如 If 一家開狀銀行敘述著 an Issuing Bank states that 此信用狀將被適用 the Credit is to be available “於一個月 for one month”，“於六個月 for six months” 或類似 or the like，但不訂明 but does not specify the date 自其起算時間 from which the time is to run，由開狀行 by the Issuing Bank 於該信用狀開發日 the date of issuance of the Credit 將被視為 will be deemed to 是 be 自其該時間起算 from which such time is to run 第一日 the first day。銀行們 Banks 當勸阻 should discourage 以此種方式 in this manner 標明此該信用狀有效日 indication of the expiry date of the Credit。

Article 43. Limitation on the Expiry Date

第四十三條 有效日之限制

- a、In addition to stipulating an expiry date for presentation of documents, every Credit which calls for a transport document(s) should also stipulate a specified period of time after the date of shipment during which presentation must be made in compliance with the terms and conditions of the Credit. If no such period of time is stipulated, banks will not accept documents presented to them later than 21 days after the date of shipment. In any event, documents must be presented not later than the expiry date of the Credit.
- b、In cases in which sub-Article 40(b) applies, the date of shipment will be considered to be the latest shipment date on any of the transport documents presented.
- a、附帶規定一個提示文件有效日，每一信用狀其要求一份運送單據當同樣規定其提示符合信用狀條件及情況必被受理於裝運日之後一個明訂期段。若未有該期段被規定，銀行們將不接受單據提示給它們晚於裝運日後21天。無論如何，單據必被提示不得遲晚於此信用狀該有效日。
- b、假如其中適用第 40(b)項，裝運日將被認定是任何已提示運送單據中最遲之裝運日期。

- a、附帶規定 **In addition to stipulating** 一個提示文件有效日 **an expiry date for presentation of documents**，每一信用狀其要求一份運送單據 **every Credit which calls for a transport document(s)** 當同樣規定 **should also stipulate** 於其提示 **during which presentation** 符合信用狀條件及情況 **in compliance with the terms and conditions of the Credit** 必被受理 **must be made** 於裝運日之後 **after the date of shipment** 一個明訂期段 **a specified period of time**。若未有該期段被規定 **If no such period of time is stipulated**，銀行們將不接受單據提示給它們 **banks will not accept documents presented to them** 晚於裝運日後21天 **later than 21 days after the date of shipment**。無論如何 **In any event**，單據必被提示 **documents must be presented** 不得遲晚於此信用狀該有效日 **not later than the expiry date of the Credit**。
- b、假如其中適用第 40(b)項 **In cases in which sub-Article 40(b) applies**，裝運日 **the date of shipment** 將被認定是 **will be considered to be** 任何已提示運送單據中最遲之裝運日期 **the latest shipment date on any of the transport documents presented**。

Article 44. Extension of Expiry Date

第四十四條 有效日之展延

- a、If the expiry date of the Credit and/or the last day of the period of time for presentation of documents stipulated by the Credit or applicable by virtue of Article 43 falls on a day on which the bank to which presentation has to be made is closed for reasons other than those referred to in Article 17, the stipulated expiry date and/or the last day of the period of time after the date of shipment for presentation of documents, as the case may be, shall be extended to the first following day on which such bank is open.
- b、The latest date for shipment shall not be extended by reason of the extension of the expiry date and/or the period of time after the date of shipment for presentation of documents in accordance with sub-Article (a) above. If no such latest date for shipment is stipulated in the

Credit or amendments thereto, banks will not accept transport documents indicating a date of shipment later than the expiry date stipulated in the Credit or amendments thereto.

- c、The bank to which presentation is made on such first following business day must provide a statement that the documents were presented within the time limits extended in accordance with sub-Article 44(a) of the Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500.

a、如此信用狀之有效期限及/或提示單據期段最後一日已由此信用狀規定或適用於第 43 條之下一日於該日此予提示要被辦理銀行是因其它相關於第 17 條以外原因休業，此規定的有效日期及/或裝運後提示單據期段的最晚提示日期，如此情況得是，當被展延到於其該銀行開業第一緊接日。

b、由因符合本條上述(a)項展延有效日及/或裝運後提示文件期段此最遲裝運日不應被展延。如無該最遲裝運日期被規定於信用狀或於其修改書中，銀行們將不接受運送單據標明一個裝運日遲晚於信用狀或於其修改書中規定的有效日期。

c、此銀行於其提示被受理於該第一緊接營業日必須提供一份聲明著此單據依據信用狀統一慣例，1993 年修訂，國際商會出版物第 500 號，第 44 條(a)項於展延期限內被提示。

a、如此信用狀之有效期限 **If the expiry date of the Credit 及 and /或 or 提示單據期段最後一日 the last day of the period of time for presentation of documents** 已由此信用狀規定 **stipulated by the Credit 或 or 適用於第 43 條之下一日 applicable by virtue of Article 43 falls on a day 於該日 on which** 此予提示要被辦理銀行 **the bank to which presentation has to be made** 是因其它相關於第 17 條以外原因休業 **is closed for reasons other than those referred to in Article 17**，此規定的有效日期 **the stipulated expiry date 及 and /或 or 裝運後提示單據期段的最晚提示日期 the last day of the period of time after the date of shipment for presentation of documents**，如此情況得是 **as the case may be**，當被展延到於其該銀行開業第一緊接日 **shall be extended to the first following day on which such bank is open**。

- b、由因 by reason of 符合本條上述(a)項 in accordance with sub-Article (a) above 展延有效日 the extension of the expiry date 及 and /或 or 裝運後提示文件期段此最遲裝運日 the period of time after the date of shipment for presentation of documents 最遲裝運日不應被展延 The latest date for shipment shall not be extended。如無該最遲裝運日期被規定於信用狀或於其修改書中 If no such latest date for shipment is stipulated in the Credit or amendments thereto, 銀行們將不接受運送單據 banks will not accept transport documents 標明一個裝運日 indicating a date of shipment 遲晚於 later than 信用狀或於其修改書中規定的有效日期 the expiry date stipulated in the Credit or amendments thereto。
- c、此銀行於其提示被受理 The bank to which presentation is made 於該第一緊接營業日 on such first following business day 必須提供一份聲明著 must provide a statement that 此單據 the documents 依據 in accordance with 信用狀統一慣例 of the Uniform Customs and Practice for Documentary Credits, 1993 年修訂 Revision, 國際商會出版物 ICC Publication No 第 500 號, 第 44 條(a)項 sub-Article 於展延期限內被提示 were presented within the time limits extended。

Article 45. Hours of Presentation

第四十五條 提示之時間

Banks are under no obligation to accept presentation of documents outside their banking hours.

銀行們是無義務在其營業時間外接受單據提示。

銀行們 Banks 是 are 無義務 under no obligation 接受 to accept 單據提示 presentation of documents 在其營業時間外 outside their banking hours。

Article 46. General Expressions as to Dates for Shipment

第四十六條 裝運日之一般表示詞

- a、Unless otherwise stipulated in the Credit, the expression "shipment" used in stipulating an earliest and/or a latest date for shipment will be understood to include expressions such as, "loading on board," "dispatch," "accepted for carriage," "date of post receipt," "date of pick-up," and the like, and in the case of a credit calling for a multimodal transport document the expression "taking in charge."
- b、Expressions such as "prompt," "immediately," "as soon as possible," and the like should not be used. If they are used banks will disregard them.
- c、If the expression "on or about" or similar expressions are used, banks will interpret them as a stipulation that shipment is to be made during the period from five days before to five days after the specified date, both end days included.

- a、除非信用狀中有其它規定，此表示詞“裝運”被用以規定一個最早及/或一個最遲之裝運日期將被瞭解為包括表示詞諸如，“裝載”，“發送”，“收受待運”，“郵局收據日期”，“收取日期”，及此類似，及如一張信用狀要求一份複合運送單據此表示詞“接管”。
- b、表示詞諸如“即速”，“立即”，“儘速”，及此類似不應被使用。如果它們被使用銀行將不理會它們。
- c、如果這表示詞“於或大約”或類似表示詞被使用，銀行將解釋它們係為一項規定著該裝運將被作業於自訂明日起的前五天到訂明日起的後五天時段，首尾日包含內。

- a、除非信用狀中有其它規定 **Unless otherwise stipulated in the Credit**，此表示詞 **the expression “裝運 shipment”** 被用以規定一個最早及 **used in stipulating an earliest and /或一個最遲之裝運日期 or a latest date for shipment** 將被瞭解為包括表示詞諸如 **will be understood to include expressions such as**，“裝載 **loading on board**”，“發送 **dispatch**”，“收受待運 **accepted for carriage**”，“郵局收據日期 **date of post receipt**”，“收取日期 **date of pick-up**”，及此類似 **and the like**，及如 **and in the case of** 一張信用狀要求一份複合運送單據 **a credit calling for a multimodal transport document** 此

- 表示詞 **the expression** “接管” **taking in charge** 。
- b、表示詞諸如 **Expressions such as** “即速 **prompt**”，“立即 **immediately**”，“儘速 **as soon as possible**”，及此類似 **and the like** 不應被使用 **should not be used**。如果它們被使用 **If they are used** 銀行將不理會它們 **banks will disregard them**。
- c、如這表示詞 **If the expression** “於或大約 **on or about**” 或類似表示詞被使用 **or similar expressions are used**，銀行將解釋它們 **banks will interpret them** 係為一項規定著該裝運將被作業 **as a stipulation that shipment is to be made** 於自訂明日起的五天到訂明日起的後五天時段 **during the period from five days before to five days after the specified date**，首尾日包含 **both end days included** 內。

Article 47. Date Terminology for Periods of Shipment

第四十七條 裝運時段之日期用語

- a、The words "to," "until," "till," "from" and words of similar import applying to any date or period in the Credit referring to shipment will be understood to include the date mentioned.
- b、The word "after" will be understood to exclude the date mentioned.
- c、The terms "first half," "second half" of a month shall be construed respectively as the 1st to the 15th, and the 16th to the last day of such month, all dates inclusive.
- d、The terms "beginning," "middle," or "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 such month, all dates inclusive.
- a、此詞語“至”“迄”“訖”“自”及類似進口申請詞語於信用狀中關於裝運的任何日期或時段將被瞭解為包含所提及的當日。
- b、這詞語“之後”將被瞭解為不包含所提及的當日。
- c、此條件一個月的“上半”，“下半”，將各別的被解釋係為該月之第一到第十五，及第十六到最後一天，所有當日內

含。

- d、此條件一個月的“上旬”，“中旬”，或“下旬”，將各別的被解釋係為該月之第一到第十日，第十一到第二十日，及第二十一到最後一日，所有當日內含。
- a、此詞語 **The words “至 to” “迄 until” “訖 till” “自 from”** 及類似進口申請詞語 **and words of similar import applying** 於信用狀中關於裝運的任何日期或時段 **to any date or period in the Credit referring to shipment** 將被瞭解為包含所提及的當日 **will be understood to include the date mentioned**。
- b、這詞語 **The word “之後 after”** 將被瞭解為不包含所提及的當日 **will be understood to exclude the date mentioned**。
- c、此條件 **The terms** 一個月的 **of a month** “上半 **first half**”，“下半 **second half**”，將各別的被解釋 **shall be construed respectively** 係為 **as** 該月之 **of such month** 第一到第十五 **the 1st to the 15th**，及 **and** 第十六到最後一天 **the 16th to the last day**，所有當日內含 **all dates inclusive**。
- d、此條件 **The terms** 一個月的 **of a month** “上旬 **beginning**”，“中旬 **middle**”，或 **or** “下旬 **end**”，將各別的被解釋 **shall be construed respectively** 係為 **as** 該月之 **of such month** 第一到第十日 **the 1st to the 10th**，第十一到第二十日 **the 11th to the 20th**，及 **and** 第二十一到最後一日 **the 21st to the last day**，所有當日內含 **all dates inclusive**。

F. TRANSFERABLE CREDIT

F、可轉讓信用狀

Article 48. Transferable Credit

第四十八條 可轉讓信用狀

- a、A transferable Credit is a Credit under which the Beneficiary(First Beneficiary) may request the bank authorized to pay, incur a deferred payment undertaking, accept or negotiate (the "Transferring Bank"), or in the case of a freely negotiable Credit, the bank specifically

authorized in the Credit as a Transferring Bank, to make the Credit available in whole or in part to one or more other Beneficiary(ies) (Second Beneficiary(ies)).

- b · A Credit can be transferred only if it is expressly designated as "transferable" by the Issuing Bank. Terms such as "divisible," "fractionable," "assignable," and "transmissible" do not render the Credit transferable. If such terms are used they shall be disregarded.
- c · A Transferring Bank shall be under no obligation to effect such transfer except to the extent and in the manner expressly consented to by such bank.
- d · At the time of making a request for transfer and prior to transfer of the Credit, the First Beneficiary must irrevocably instruct the Transferring Bank whether or not he retains the right to refuse to allow the Transferring Bank to advise amendments to the Second Beneficiary(ies). If the Transferring Bank consents to the transfer under these conditions, it must, at the time of transfer, advise the Second Beneficiary(ies) of the First Beneficiary's instructions regarding amendments.
- e · If a Credit is transferred to more than one Second Beneficiary(ies), refusal of an amendment by one or more Second Beneficiary(ies) does not invalidate the acceptance(s) by the other Second Beneficiary(ies) with respect to whom the Credit will be amended accordingly. With respect to the Second Beneficiary(ies) who rejected the amendment, the Credit will remain unamended.
- f · Transferring Bank charges in respect of transfers including commissions, fees, costs or expenses are payable by the First Beneficiary, unless otherwise agreed. If the Transferring Bank agrees to transfer the Credit it shall be under no obligation to effect the transfer until such charges are paid.
- g · Unless otherwise stated in the Credit, a transferable Credit can be transferred once only. Consequently, the Credit cannot be transferred at the request of the Second Beneficiary to any subsequent Third Beneficiary.

For the purpose of this Article, a retransfer to the First Beneficiary does not constitute a prohibited transfer.

Fractions of a transferable Credit(not exceeding in the aggregate the amount of the Credit) can be transferred separately, provided partial shipments/drawings are not prohibited, and the aggregate of such transfers will be considered as constituting only one transfer of the Credit.

h、The Credit can be transferred only on the terms and conditions specified in the original Credit, with the exception of:

- the amount of the Credit,
- any unit price stated therein,
- the expiry date,
- the last date for presentation of documents in accordance with Article 43,
- the 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 in such a way as to provide the amount of cover stipulated in the original Credit, or these Articles. In addition, the name of the First Beneficiary can be substituted for that of the Applicant, but if the name of the Applicant is specifically required by the original Credit to appear in any document(s) other than the invoice, such requirement must be fulfilled.

i、The First Beneficiary has the right to substitute his own invoice(s) (and Draft(s)) for those of the Second Beneficiary(ies), for amounts not in excess of the original amount stipulated in the Credit and for the original unit prices if stipulated in the Credit, and upon such substitution of invoice(s) (and Draft(s)) the First Beneficiary can draw under the Credit for the difference, if any, between his voice(s) and the Second Beneficiary's(ies') invoice(s).

When a Credit has been transferred and the First Beneficiary is to supply his own invoice(s)(and Draft(s)) in exchange for the Second Beneficiary's(ies') invoice(s)(and Draft(s)) but fails to do so on first demand, the Transferring Bank has the right to deliver to the Issuing Bank the documents received under the transferred Credit, including the Second Beneficiary's(ies') invoice(s)(and Draft(s)) without further responsibility to the First Beneficiary.

- j、The First Beneficiary may request that payment or negotiation be effected to the Second Beneficiary(ies) at the place to which the Credit has been transferred up to and including the expiry date of the Credit, unless the original Credit expressly states that it may not be made available for payment or negotiation at a place other than that stipulated in the Credit. This is without prejudice to the First Beneficiary's right to substitute subsequently his own invoice(s) (and Draft(s)) for those of the Second Beneficiary(ies) and to claim any difference due to him.
- a、一張可轉讓信用狀是一張信用狀其項下的受益方(第一受益方)得請求此銀行被授權予付款，承擔延期付款義務，承兌或讓購(指"轉讓銀行")，或如為一張自由讓購信用狀，該銀行於此信用狀中特別被授權係為一家轉讓銀行，導使該信用狀可為使用於全部或部份給一個或其它更多的受益方(第二受益方)。
- b、一張信用狀能被轉讓僅如它是明白的被開狀行指定係為"轉讓銀行"。條件諸如"可分割的"，"可分的"，"可移轉的"，及"可轉移"不能致使該信用狀可為轉讓。若該條件被使用它們將不被理會。
- c、一家轉讓銀行將無義務辦理該項轉讓除非此範圍被該開狀行十分明白的同意。
- d、當請求轉讓時及於轉讓信用狀之前，此第一受益方必須不可撤銷的指示此轉讓銀行是否它保有此權利以拒絕以允許此轉讓銀行通知修改書給第二受益方。如果此轉讓銀行同意於此條件下轉讓，它必需，於轉讓的同時，通知第二受益方於第一受益方的相關修改指示。
- e、如果一張信用狀被轉讓予超過一個第二受益方由於一個或多個第二受益方拒絕一份修改書不能使作廢由此其它第二受益方其相關該方的接受此信用狀於是將被修改。相關他拒絕此修改書的第二受益方，此信用狀將仍屬未修改。
- f、轉讓銀行的相關轉讓費用包括佣金，規費，工本費或支出是由第一受益方負擔，除非其它約定。如果此轉讓銀行同意轉讓此信用狀他將無義務辦理此項轉讓直到該等費用被付清。
- g、除非信用狀中有其它敘述，一張可轉讓信用狀僅能被轉讓一次。因此，此信用狀不能由第二受益方請求被轉讓給任何後續的第三受益方。於執行本慣例，一項重新轉讓對第一受益方並不構成本慣例一個禁止的轉讓。
- 一張轉讓信用狀的小部份(並未超出此信用狀金額總和)能分批被

轉讓，前題分批裝運/動支是不被禁止，及該轉讓的總額將被認為僅係構成此信用狀的一次轉讓。

- h、此信用狀能被轉讓僅限依原信用狀中明訂條件及情況，例外為：
- 信用狀的總金額，
 - 任何內述的單價，
 - 有效期，
 - 依本慣例第43條提示單據的最遲日，
 - 裝運期間，

任何或全部上述項目均得予被減少或被縮短。

保險於其應投保的保險百分比必需產生得以其中一方式被增加如原信用狀，或這些慣例中規定的投保金額。

此外，第一受益方之呼名能被以此申請方取代，但如申請方之呼名特別的被原信用狀要求要顯示於除發票外之任何單據，此要求必須被履行。

- i、此第一受益方有權換替其本身之發票(及匯票)為這些原屬於第二受益方，於金額不得超出信用狀中規定之原始金額及原單價如信用狀中有規定，及當該替換發票(及匯票)第一受益方能於信用狀項下動支差額，如有，於他的發票和第二受益方發票間差額。當一張信用狀曾經被轉讓過且第一受益方要提出其本身之發票(及匯票)以交換第二受益方之發票(及匯票)但未能在首次要求時照辦，此轉讓銀行有權遞送給開狀行其依轉讓信用狀收到之單據，包括第二受益方之發票(及匯票)，無需加附對第一受益方負責。

- j、第一受益方得請求彼些對第二受益方產生的付款或讓購，在其此信用狀已被完成轉讓地點 決定及包含此信用狀有效期，除非原信狀明白敘述著它不得適用付款或讓購在該信用狀中規定的地點以外。

這是無損害於第一受益方權利於隨後替換他自己的發票(及匯票)為這些原屬於第二受益方及清償應付給他的任何差額。

- a、一張可轉讓信用狀 **A transferable Credit** 是一張信用狀 **is a Credit** 其項下的受益方 **under which the Beneficiary** (第一受益方 **First Beneficiary**)得請求此銀行被授權予付款 **may request the bank authorized to pay**，承擔延期付款義務 **incur a deferred payment undertaking**，承兌或讓購 **accept or negotiate** (指 **the "轉讓銀行 Transferring Bank"**)，或如為 **or in the case of** 一張自由讓購信用狀 **a freely negotiable Credit**，該銀行 **the bank** 於此信用狀中特別被授權

specifically authorized in the Credit 係為一家轉讓銀行 as a Transferring Bank，導使該信用狀可為使用 to make the Credit available 於全部 in whole 或 or 部份給一個 in part to one 或其它更多的 or more other 受益方 Beneficiary(ies) (第二受益方 Second Beneficiary(ies))。

- b、一張信用狀能被轉讓 A Credit can be transferred 僅如 only if 它是明白的 it is expressly 被開狀行 by the Issuing Bank 指定係為 designated as “得轉讓 transferable”。條件諸如 Terms such as “可分割的 divisible”，“可分的 fractionable”，“可移轉的 assignable”，及 and “可轉移 transmissible” 不能致使該信用狀可為轉讓 do not render the Credit transferable。若該條件被使用 If such terms are used 它們將不被理會 they shall be disregarded。
- c、一家轉讓銀行 A Transferring Bank 將無義務辦理該項轉讓 shall be under no obligation to effect such transfer 除非此範圍 except to the extent 及 and 被該開狀行 by such bank 十分明白的 in the manner expressly 同意 consented to。
- d、當請求轉讓時 At the time of making a request for transfer 及 and 於轉讓信用狀之前 prior to transfer of the Credit，此第一受益方必須不可撤銷的指示此轉讓銀行 the First Beneficiary must irrevocably instruct the Transferring Bank 是否它保有此權利以拒絕 whether or not he retains the right to refuse 以允許 to allow 此轉讓銀行通知修改書給第二受益方 the Transferring Bank to advise amendments to the Second Beneficiary(ies)。如果此轉讓銀行同意於此條件下轉讓 If the Transferring Bank consents to the transfer under these conditions，它必需 it must，於轉讓的同時 at the time of transfer，通知第二受益方於第一受益方的 advise the Second Beneficiary(ies) of the First Beneficiary's 相關修改指示 instructions regarding amendments。
- e、如果一張信用狀被轉讓予超過一個第二受益方 If a Credit is transferred to more than one Second Beneficiary(ies) 由於一個或多個第二受益方拒絕一份修改書 refusal of an amendment by one or more Second Beneficiary(ies) 不能使作廢 does not invalidate 由此其它第二受益方其相關該方的接受 the acceptance(s) by the other Second

Beneficiary(ies) with respect to whom 此信用狀於是將被修改 the Credit will be amended accordingly。相關他拒絕此修改書的第二受益方 With respect to the Second Beneficiary(ies) who rejected the amendment，此信用狀將仍屬未修改 the Credit will remain unamended。

f、轉讓銀行的相關轉讓費用 Transferring Bank charges in respect of transfers 包括佣金 including commissions，規費 fees，工本費或支出 costs or expenses 是由第一受益方負擔 are payable by the First Beneficiary，除非其它約定 unless otherwise agreed。如果此轉讓銀行同意轉讓此信用狀 If the Transferring Bank agrees to transfer the Credit 他將無義務辦理此項轉讓 it shall be under no obligation to effect the transfer 直到該等費用被付清 until such charges are paid。

g、除非信用狀中有其它敘述 Unless otherwise stated in the Credit，一張可轉讓信用狀僅能被轉讓一次 a transferable Credit can be transferred once only。

因此 Consequently，此信用狀不能 the Credit cannot 由第二受益方請求被轉讓 be transferred at the request of the Second Beneficiary 給任何後續的第三受益方 to any subsequent Third Beneficiary。於執行本慣例 For the purpose of this Article，一項重新轉讓對第一受益方 a retransfer to the First Beneficiary 並不構成本慣例一個禁止的轉讓 does not constitute a prohibited transfer。

一張轉讓信用狀的小部份 Fractions of a transferable Credit (並未超出 not exceeding 此信用狀金額總和 in the aggregate the amount of the Credit)能分批被轉讓 can be transferred separately，前題 provided 分批裝運 partial shipments / 動支 drawings 是不被禁止 are not prohibited，及 and 該轉讓的 of such transfers 總額 the aggregate 將被認為 will be considered 僅係構成 as constituting only 此信用狀的一次轉讓 one transfer of the Credit。

h、此信用狀能被轉讓 The Credit can be transferred 僅限依原信用狀中明訂條件及情況 only on the terms and conditions specified in the original Credit，例外為 with the exception of:

- 信用狀的總金額 the amount of the Credit，
- 任何內述的單價 any unit price stated therein，
- 有效期 the expiry date，

- 依本慣例第43條提示單據的最遲日 the last date for presentation of documents in accordance with Article 43，

- 裝運期間 the period for shipment，

任何或全部上述項目 any or all of which 均得予被減少 may be reduced 或被縮短 or curtailed。

保險於其應投保的保險百分比例 The percentage for which insurance cover 必需產生 must be effected 得以其中一方式被增加 may be increased in such a way 如原信用狀 in the original Credit，或這些慣例中 or these Articles 規定的 stipulated 投保金額 as to provide the amount of cover。

此外 In addition，第一受益方之呼名 the name of the First Beneficiary 能被以此申請方取代 can be substituted for that of the Applicant，但如 but if 申請方之呼名 the name of the Applicant 特別的被原信用狀要求 is specifically required by the original Credit 要顯示於除發票外之任何單據 to appear in any document(s) other than the invoice，此要求必須被履行 such requirement must be fulfilled。

- i、此第一受益方有權換替其本身之發票 The First Beneficiary has the right to substitute his own invoice(s) (及匯票 and Draft(s)) 為這些原屬於第二受益方 for those of the Second Beneficiary(ies)，於金額不得超出 for amounts not in excess of 信用狀中規定之原始金額 the original amount stipulated in the Credit 及 and 原單價 for the original unit prices 如信用狀中有規定 if stipulated in the Credit，及當該替換發票 and upon such substitution of invoice(s) (及匯票 and Draft(s)) 第一受益方 the First Beneficiary 能於信用狀項下動支差額 can draw under the Credit for the difference，如有 if any，於他的發票和 second 受益方發票間差額 between his voice(s) and the Second Beneficiary's(ies') invoice(s)。
- 當一張信用狀曾經被轉讓過 When a Credit has been transferred 且 and 第一受益方要提出其本身之發票 the First Beneficiary is to supply his own invoice(s) (及匯票 and Draft(s)) 以交換 second 受益方之發票 in exchange for the Second Beneficiary's(ies') invoice(s) (及匯票 and Draft(s)) 但未能在首次要求時照辦 but fails to do so on first demand，此轉讓銀行有權 the Transferring Bank

has the right 遞送給開狀行 to deliver to the Issuing Bank 其依轉讓信用狀收到之單據 the documents received under the transferred Credit，包括第二受益方之發票 including the Second Beneficiary's(ies) invoice(s) (及匯票 and Draft(s))，無需加附對第一受益方負責 without further responsibility to the First Beneficiary。

- j、第一受益方得請求 The First Beneficiary may request 彼些對第二受益方產生的付款或讓購 that payment or negotiation be effected to the Second Beneficiary(ies)在其此信用狀已被完成轉讓地點 at the place to which the Credit has been transferred 決定及包含此信用狀有效期 up to and including the expiry date of the Credit，除非原信狀明白敘述著 unless the original Credit expressly states that 它不得適用付款或讓購 it may not be made available for payment or negotiation 在該信用狀中規定的地點以外 at a place other than that stipulated in the Credit。

這是無損害於第一受益方權利 This is without prejudice to the First Beneficiary's right 於隨後替換他自己的發票 to substitute subsequently his own invoice(s) (及匯票 and Draft(s))為這些原屬於第二受益方 for those of the Second Beneficiary(ies)及 and 清償應付給他的任何差額 to claim any difference due to him。

G. ASSIGNMENT OF PROCEEDS

G. 款項之讓與

49. Assignment of Proceeds

第四十九條 款項之讓與

The fact that a Credit is not stated to be transferable shall not affect the Beneficiary's right to assign any proceeds to which he may be, or may become, entitled under such Credit, in accordance with the provisions of the applicable law. This Article relates only to the assignment of proceeds and not to the assignment of the right to perform under the Credit itself.

此事實該一張信用狀不是敘述可被轉讓不應影響此受益方權利於款項讓與給他方他得是，或得成爲，行使該信用狀項下之權利，以符

合可適用法律的條款。本慣例僅關聯到此款項之讓與且無涉履行信用狀它本身權利的讓與。

此事實 **The fact** 該一張信用狀不是敘述可被轉讓 **that a Credit is not stated to be transferable** 不應影響此受益方權利 **shall not affect the Beneficiary's right** 於款項讓與給他方 **to assign any proceeds to which** 他得是 **he may be**，或得成爲 **or may become**，行使該信用狀項下之權利 **entitled under such Credit**，以符合可適用法律的條款 **in accordance with the provisions of the applicable law**。本慣例僅關聯到此款項之讓與 **This Article relates only to the assignment of proceeds** 且 **and** 無涉履行信用狀它本身權利的讓與 **not to the assignment of the right to perform under the Credit itself**。

