

跟单信用证统一惯例（UCP600）

Article 1 Application of UCP

第一条 统一惯例的适用范围

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

跟单信用证统一惯例，2007年修订本，国际商会第600号出版物，适用于所有在正文中标明按本惯例办理的跟单信用证（包括本惯例适用范围内的备用信用证）。除非信用证中另有规定，本惯例对一切有关当事人均具有约束力。

Article 2 Definitions

第二条 定义

For the purpose of these rules:

就本惯例而言：

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

通知行意指应开证行要求通知信用证的银行。

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

申请人意指发出开立信用证申请的一方。

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

银行日意指银行在其营业地正常营业，按照本惯例行事的行为得以在银行履行的日子。

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

受益人意指信用证中受益的一方。

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

相符提示意指与信用证中的条款及条件、本惯例中所适用的规定及国际标准银行实务相一致的提示。

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

保兑意指保兑行在开证行之外对于相符提示做出兑付或议付的确定承诺。

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

保兑行意指应开证行的授权或请求对信用证加具保兑的银行。

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

信用证意指一项约定，无论其如何命名或描述，该约定不可撤销并因此构成开证行对于相符提示予以兑付的确定承诺。

Honour means:

a. to pay at sight if the credit is available by sight payment.

b. to incur a deferred payment undertaking and pay at maturity if the credit is available by deferred

payment.

c. to accept a bill of exchange ("draft") drawn by the beneficiary and pay at maturity if the credit is available by acceptance.

兑付意指：

- a. 对于即期付款信用证即期付款。
- b. 对于延期付款信用证发出延期付款承诺并到期付款。
- c. 对于承兑信用证承兑由受益人出具的汇票并到期付款。

Issuing bank means the bank that issues a credit at the request of an applicant or on its own behalf. 开证行意指应申请人要求或代表其自身开立信用证的银行。

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

议付意指被指定银行在其应获得偿付的银行日或在此之前，通过向受益人预付或者同意向受益人预付款项的方式购买相符提示项下的汇票（汇票付款人为被指定银行以外的银行）及/或单据。

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

被指定银行意指有权使用信用证的银行，对于可供任何银行使用的信用证而言，任何银行均为被指定银行。

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

提示意指信用证项下单据被提交至开证行或被指定银行，抑或按此方式提交的单据。

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

提示人意指做出提示的受益人、银行或其他一方。

Article 3 Interpretations

第三条 释义

For the purpose of these rules:

就本惯例而言：

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

在适用的条款中，词汇的单复数同义。

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

信用证是不可撤销的，即使信用证中对此未作指示也是如此。

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

单据可以通过手签、签样印制、穿孔签字、盖章、符号表示的方式签署，也可以通过其它任何机械或电子证实的方法签署。

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

当信用证含有要求使单据合法、签证、证实或对单据有类似要求的条件时，这些条件可由在单据上签字、标注、盖章或标签来满足，只要单据表面已满足上述条件即可。

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

一家银行在不同国家设立的分支机构均视为另一家银行。

Terms such as "first class", "well known", "qualified", "independent", "official", "competent" or



"local" used to describe the issuer of a document allow any issuer except the beneficiary to issue that document.

诸如"第一流"、"著名"、"合格"、"独立"、"正式"、"有资格"、"当地"等用语用于描述单据出单人的身份时，单据的出单人可以是除受益人以外的任何人。

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

除非确需在单据中使用，银行对诸如"迅速"、"立即"、"尽快"之类词语将不予置理。

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

"于或约于"或类似措辞将被理解为一项约定，按此约定，某项事件将在所述日期前后各五天内发生，起迄日均包括在内。

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

词语"×月×日止" (to)、"至×月×日" (until)、"直至×月×日"(till) 、"从×月×日"(from) 及“在 X 月 X 日至 X 月 X 日之间” (between) 用于确定装运期限时，包括所述日期。词语“X 月 X 日之前” (before) 及“X 月 X 日之后” (after) 不包括所述日期。

The words "from" and "after" when used to determine a maturity date exclude the date mentioned. 词语“从 X 月 X 日” (from) 以及“X 月 X 日之后” (after) 用于确定到期日时不包括所述日期。

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

术语"上半月"和"下半月"应分别理解为自每月"1 日至 15 日"和"16 日至月末最后一天"，包括起迄日期。

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

术语"月初"、"月中"和"月末"应分别理解为每月 1 日至 10 日、11 日至 20 日和 21 日至月末最后一天，包括起迄日期。

Article 4 Credits v. Contracts

第四条 信用证与合同

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

A beneficiary can in no case avail itself of the contractual relationships existing between banks or between the applicant and the issuing bank.

a. 就性质而言，信用证与可能作为其依据的销售合同或其它合同，是相互独立的交易。即使信用证中提及该合同，银行亦与该合同完全无关，且不受其约束。因此，一家银行作出兑付、议付或履行信用证项下其它义务的承诺，并不受申请人与开证行之间或与受益人之间在已有关系下产生的索偿或抗辩的制约。

受益人在任何情况下，不得利用银行之间或申请人与开证行之间的契约关系。

b. An issuing bank should discourage any attempt by the applicant to include, as an integral part of

the credit, copies of the underlying contract, proforma invoice and the like.

b. 开证行应劝阻申请人将基础合同、形式发票或其它类似文件的副本作为信用证整体组成部分的作法。

Article 5 Documents v. Goods, Services or Performance

第五条 单据与货物 / 服务 / 行为

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

银行处理的是单据，而不是单据所涉及的货物、服务或其它行为。

Article 6 Availability, Expiry Date and Place for Presentation

第六条 有效性、有效期限及提示地点

a. A credit must state the bank with which it is available or whether it is available with any bank. A credit available with a nominated bank is also available with the issuing bank.

a. 信用证必须规定可以有效使用信用证的银行，或者信用证是否对任何银行均为有效。对于被指定银行有效的信用证同样也对开证行有效。

b. A credit must state whether it is available by sight payment, deferred payment, acceptance or negotiation.

b. 信用证必须规定它是否适用于即期付款、延期付款、承兑抑或议付。

c. A credit must not be issued available by a draft drawn on the applicant.

c. 不得开立包含有以申请人为汇票付款人条款的信用证。

d. i. A credit must state an expiry date for presentation. An expiry date stated for honour or negotiation will be deemed to be an expiry date for presentation.

d. i 信用证必须规定提示单据的有效期限。规定的用于兑付或者议付的有效期限将被认为是提示单据的有效期限。

ii. The place of the bank with which the credit is available is the place for presentation. The place for presentation under a credit available with any bank is that of any bank. A place for presentation other than that of the issuing bank is in addition to the place of the issuing bank.

ii. 可以有效使用信用证的银行所在的地点是提示单据的地点。对任何银行均为有效的信用证项下单据提示的地点是任何银行所在的地点。不同于开证行地点的提示单据的地点是开证行地点之外提交单据的地点。

e. Except as provided in sub-article 29 (a), a presentation by or on behalf of the beneficiary must be made on or before the expiry date.

e. 除非如 29(a)中规定，由受益人或代表受益人提示的单据必须在到期日当日或在此之前提交。

Article 7 Issuing Bank Undertaking

第七条 开证行的承诺

a. Provided that the stipulated documents are presented to the nominated bank or to the issuing bank and that they constitute a complying presentation, the issuing bank must honour if the credit is available by:

倘若规定的单据被提交至被指定银行或开证行并构成相符提示，开证行必须按下述信用证所适用的情形予以兑付：

i. sight payment, deferred payment or acceptance with the issuing bank;

i. 由开证行即期付款、延期付款或者承兑；

ii. sight payment with a nominated bank and that nominated bank does not pay;

ii. 由被指定银行即期付款而该被指定银行未予付款；

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

iii. 由被指定银行延期付款而该被指定银行未承担其延期付款承诺，或者虽已承担延期付款承诺但到期未予付款；

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

iv. 由被指定银行承兑而该被指定银行未予承兑以其为付款人的汇票，或者虽已承兑以其为付款人的汇票但到期未予付款；

v. negotiation with a nominated bank and that nominated bank does not negotiate.

v. 由被指定银行议付而该被指定银行未予议付。

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

b. 自信用证开立之时起，开证行即不可撤销地受到兑付责任的约束。

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

c. 开证行保证向对于相符提示已经予以兑付或者议付并将单据寄往开证行的被指定银行进行偿付。无论被指定银行是否于到期日前已经对相符提示予以预付或者购买，对于承兑或延期付款信用证项下相符提示的金额偿付于到期日进行。开证行偿付被指定银行的承诺独立于开证行对于受益人的承诺。

Article 8 Confirming Bank Undertaking

第八条 保兑行的承诺

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

a. 倘若规定的单据被提交至保兑行或者任何其他被指定银行并构成相符提示，保兑行必须：

i. honour, if the credit is available by:

i. 兑付，如果信用证适用于：

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

a. 由保兑行即期付款、延期付款或者承兑；

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

b. 由另一家被指定银行即期付款而该被指定银行未予付款；

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

c. 由另一家被指定银行延期付款而该被指定银行未承担其延期付款承诺，或者虽已承担延期付款承诺但到期未予付款；

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

d. 由另一家被指定银行承兑而该被指定银行未予承兑以其为付款人的汇票，或者虽已承兑以其为付款人的汇票但到期未予付款；

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

- e. 由另一家被指定银行议付而该被指定银行未予议付。
- ii. negotiate, without recourse 无追索权, if the credit is available by negotiation with the confirming bank.
- ii. 若信用证由保兑行议付, 无追索权地议付。
- b. A confirming bank is irrevocably bound to honour or negotiate as of the time it adds its confirmation to the credit.
- b. 自为信用证加具保兑之时起, 保兑行即不可撤销地受到兑付或者议付责任的约束。
- c. A confirming bank undertakes to reimburse another nominated bank that has honoured or negotiated a complying presentation and forwarded the documents to the confirming bank. Reimbursement for the amount of a complying presentation under a credit available by acceptance or deferred payment is due at maturity, whether or not another nominated bank prepaid or purchased before maturity. A confirming bank's undertaking to reimburse another nominated bank is independent of the confirming bank's undertaking to the beneficiary.
- c. 保兑行保证向对于相符提示已经予以兑付或者议付并将单据寄往开证行的另一家被指定银行进行偿付。无论另一家被指定银行是否于到期日前已经对相符提示予以预付或者购买, 对于承兑或延期付款信用证项下相符提示的金额的偿付于到期日进行。保兑行偿付另一家被指定银行的承诺独立于保兑行对于受益人的承诺。
- d. If a bank is authorized or requested by the issuing bank to confirm a credit but is not prepared to do so, it must inform the issuing bank without delay and may advise the credit without confirmation.
- d. 如开证行授权或要求另一家银行对信用证加具保兑, 而该银行不准备照办时, 它必须不延误地告知开证行并仍可通知此份未经加具保兑的信用证。

Article 9 Advising of Credits and Amendments

第九条 信用证及修改的通知

- a. A credit and any amendment may be advised to a beneficiary through an advising bank. An advising bank that is not a confirming bank advises the credit and any amendment without any undertaking to honour or negotiate. a. 信用证及其修改可以通过通知行通知受益人。除非已对信用证加具保兑, 通知行通知信用证不构成兑付或议付的承诺。
- b. By advising the credit or amendment, the advising bank signifies that it has satisfied itself as to the apparent authenticity of the credit or amendment and that the advice accurately reflects the terms and conditions of the credit or amendment received.
- b. 通过通知信用证或修改, 通知行即表明其认为信用证或修改的表面真实性得到满足, 且通知准确地反映了所收到的信用证或修改的条款及条件。
- c. An advising bank may utilize the services of another bank ("second advising bank") to advise the credit and any amendment to the beneficiary. By advising the credit or amendment, the second advising bank signifies that it has satisfied itself as to the apparent authenticity of the advice it has received and that the advice accurately reflects the terms and conditions of the credit or amendment received.
- c. 通知行可以利用另一家银行的服务("第二通知行")向受益人通知信用证及其修改。通过通知信用证或修改, 第二通知行即表明其认为所收到的通知的表面真实性得到满足, 且通知准确地反映了所收到的信用证或修改的条款及条件。
- d. A bank utilizing the services of an advising bank or second advising bank to advise a credit must use the same bank to advise any amendment thereto.
- d. 如一家银行利用另一家通知行或第二通知行的服务将信用证通知给受益人, 它也必须利

用同一家银行的服务通知修改书。

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

e. 如果一家银行被要求通知信用证或修改但决定不予通知，它必须不延误通知向其发送信用证、修改或通知的银行。

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

f. 如果一家被要求通知信用证或修改，但不能确定信用证、修改或通知的表面真实性，就必须不延误地告知向其发出该指示的银行。如果通知行或第二通知行仍决定通知信用证或修改，则必须告知受益人或第二通知行其未能核实信用证、修改或通知的表面真实性。

Article 10 Amendments

第十条 修改

a. Except as otherwise provided by article 38, a credit can neither be amended nor cancelled without the agreement of the issuing bank, the confirming bank, if any, and the beneficiary.

a. 除本惯例第 38 条另有规定外，凡未经开证行、保兑行（如有）以及受益人同意，信用证既不能修改也不能撤销。

b. An issuing bank is irrevocably bound by an amendment as of the time it issues the amendment. A confirming bank may extend its confirmation to an amendment and will be irrevocably bound as of the time it advises the amendment. A confirming bank may, however, choose to advise an amendment without extending its confirmation and, if so, it must inform the issuing bank without delay and inform the beneficiary in its advice.

b. 自发出信用证修改书之时起，开证行就不可撤销地受其发出修改的约束。保兑行可将其保兑承诺扩展至修改内容，且自其通知该修改之时起，即不可撤销地受到该修改的约束。然而，保兑行可选择仅将修改通知受益人而不对其加具保兑，但必须不延误地将此情况通知开证行和受益人。

c. The terms and conditions of the original credit (or a credit incorporating previously accepted amendments) will remain in force for the beneficiary until the beneficiary communicates its acceptance of the amendment to the bank that advised such amendment. The beneficiary should give notification of acceptance or rejection of an amendment. If the beneficiary fails to give such notification, a presentation that complies with the credit and to any not yet accepted amendment will be deemed to be notification of acceptance by the beneficiary of such amendment. As of that moment the credit will be amended.

c. 在受益人向通知修改的银行表示接受该修改内容之前，原信用证（或包含先前已被接受修改的信用证）的条款和条件对受益人仍然有效。受益人应发出接受或拒绝接受修改的通知。如受益人未提供上述通知，当其提交至被指定银行或开证行的单据与信用证以及尚未表示接受的修改的要求一致时，则该事实即视为受益人已作出接受修改的通知，并从此时起，该信用证已被修改。

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

d. 通知修改的银行应当通知向其发出修改书的银行任何有关接受或拒绝接受修改的通知。

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

e. 不允许部分接受修改，部分接受修改将被视为拒绝接受修改的通知。

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

f. 修改书中作出的除非受益人在某一时间内拒绝接受修改，否则修改将开始生效的条款将被不予置理。

Article 11 Teletransmitted and Pre-Advised Credits and Amendments

第十一条 电讯传递与预先通知的信用证和修改

a. An authenticated teletransmission of a credit or amendment will be deemed to be the operative credit or amendment, and any subsequent mail confirmation shall be disregarded.

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

a. 经证实的信用证或修改的电讯文件将被视为有效的信用证或修改，任何随后的邮寄证实书将被不予置理。

若该电讯文件声明"详情后告"(或类似词语)或声明随后寄出的邮寄证实书将是有效的信用证或修改，则该电讯文件将被视为无效的信用证或修改。开证行必须随即不延误地开出有效的信用证或修改，且条款不能与与电讯文件相矛盾。

b. A preliminary advice of the issuance of a credit or amendment ("pre-advice") shall only be sent if the issuing bank is prepared to issue the operative credit or amendment. An issuing bank that sends a pre-advice is irrevocably committed to issue the operative credit or amendment, without delay, in terms not inconsistent with the pre-advice.

b. 只有准备开立有效信用证或修改的开证行，才可以发出开立信用证或修改预先通知书。发出预先通知的开证行应不可撤销地承诺将不延误地开出有效的信用证或修改，且条款不能与预先通知书相矛盾。

Article 12 Nomination

第十二条 指定

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

a. 除非一家被指定银行是保兑行，对被指定银行进行兑付或议付的授权并不构成其必须兑付或议付的义务，被指定银行明确同意并照此通知受益人的情形除外。

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

b. 通过指定一家银行承兑汇票或承担延期付款承诺，开证行即授权该被指定银行预付或购买经其承兑的汇票或由其承担延期付款的承诺。

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

c. 非保兑行身份的被指定银行接受、审核并寄送单据的行为既不使得该被指定银行具有兑付或议付的义务，也不构成兑付或议付。

Article 13 Bank-to-Bank Reimbursement Arrangements

第十三条 银行间偿付约定

a. If a credit states that reimbursement is to be obtained by a nominated bank ("claiming bank") claiming on another party ("reimbursing bank"), the credit must state if the reimbursement is subject to the ICC rules for bank-to-bank reimbursements in effect on the date of issuance of the credit.

a. 如果信用证规定被指定银行（“索偿行”）须通过向另一方银行（“偿付行”）索偿获得偿付，则信用证中必须声明是否按照信用证开立日正在生效的国际商会《银行间偿付规则》办理。

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

b. 如果信用证中未声明是否按照国际商会《银行间偿付规则》办理，则适用于下列条款：

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

i. 开证行必须向偿付行提供偿付授权书，该授权书须与信用证中声明的有效性一致。偿付授权书不应规定有效日期。

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

ii. 不应要求索偿行向偿付行提供证实单据与信用证条款及条件相符的证明。

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

iii. 如果偿付行未能按照信用证的条款及条件在首次索偿时即行偿付，则开证行应对索偿行的利息损失以及产生的费用负责。

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

iv. 偿付行的费用应由开证行承担。然而，如果费用系由受益人承担，则开证行有责任在信用证和偿付授权书中予以注明。如偿付行的费用系由受益人承担，则该费用应在偿付时从支付索偿行的金额中扣除。如果未发生偿付，开证行仍有义务承担偿付行的费用。

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

c. 如果偿付行未能于首次索偿时即行偿付，则开证行不能解除其自身的偿付责任。

Article 14 Standard for Examination of Documents

第十四条 审核单据的标准

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

a. 按照指定行事的被指定银行、保兑行（如有）以及开证行必须对提示的单据进行审核，并仅以单据为基础，以决定单据在表面上看来是否构成相符提示。

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

b. 按照指定行事的被指定银行、保兑行（如有）以及开证行，自其收到提示单据的翌日起算，应各自拥有最多不超过五个银行工作日的的时间以决定提示是否相符。该期限不因单据提示日适逢信用证有效期或最迟提示期或在其之后而被缩减或受到其它影响。

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

c. 提示若包含一份或多份按照本惯例第 19 条、20 条、21 条、22 条、23 条、24 条或 25 条出具的正本运输单据，则必须由受益人或其代表按照相关条款在不迟于装运日后的二十一个公历日内提交，但无论如何不得迟于信用证的到期日。

d. Data in a document, when read in context with the credit, the document itself and international standard banking practice, need not be identical to, but must not conflict with, data in that document, any other stipulated document or the credit.

d. 单据中内容的描述不必与信用证、信用证对该项单据的描述以及国际标准银行实务完全一致，但不得与该项单据中的内容、其它规定的单据或信用证相冲突。

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

e. 除商业发票外，其它单据中的货物、服务或行为描述若须规定，可使用统称，但不得与信用证规定的描述相矛盾。

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

f. 如果信用证要求提示运输单据、保险单据和商业发票以外的单据，但未规定该单据由何人出具或单据的内容。如信用证对此未做规定，只要所提交单据的内容看来满足其功能需要且其它方面与十四条（d）款相符，银行将对提示的单据予以接受。

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

g. 提示信用证中未要求提交的单据，银行将不予置理。如果收到此类单据，可以退还提示人。

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

h. 如果信用证中包含某项条件而未规定需提交与之相符的单据，银行将认为未列明此条件，并对此不予置理。

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

i. 单据的出单日期可以早于信用证开立日期，但不得迟于信用证规定的提示日期。

j. When the addresses of the beneficiary and the applicant appear in any stipulated document, they need not be the same as those stated in the credit or in any other stipulated document, but must be within the same country as the respective addresses mentioned in the credit. Contact details

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

j. 当受益人和申请人的地址显示在任何规定的单据上时,不必与信用证或其它规定单据中显示的地址相同,但必须与信用证中述及的各自地址处于同一国家内。用于联系的资料(电传、电话、电子邮箱及类似方式)如作为受益人和申请人地址的组成部分将被不予置理。然而,当申请人的地址及联系信息作为按照 19 条、20 条、21 条、22 条、23 条、24 条或 25 条出具的运输单据中收货人或通知方详址的组成部分时,则必须按照信用证规定予以显示。

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

k. 显示在任何单据中的货物的托运人或发货人不必是信用证的受益人。

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

假如运输单据能够满足本惯例第 19 条、20 条、21 条、22 条、23 条或 24 条的要求,则运输单据可以由承运人、船东、船长或租船人以外的任何一方出具。

Article 15 Complying Presentation

第十五条 相符提示

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

a. 当开证行确定提示相符时,就必须予以兑付。

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

b. 当保兑行确定提示相符时,就必须予以兑付或议付并将单据寄往开证行。

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

c. 当被指定银行确定提示相符并予以兑付或议付时,必须将单据寄往保兑行或开证行。

Article 16 Discrepant Documents, Waiver and Notice

第十六条 不符单据及不符点的放弃与通知

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

a. 当按照指定行事的被指定银行、保兑行(如有)或开证行确定提示不符时,可以拒绝兑付或议付。

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

b. 当开证行确定提示不符时,可以依据其独立的判断联系申请人放弃有关不符点。然而,这并不因此延长 14 条(b)款中述及的期限。

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

c. 当按照指定行事的被指定银行、保兑行(如有)或开证行决定拒绝兑付或议付时,必须一次性通知提示人。

The notice must state:

通知必须声明:

- i. that the bank is refusing to honour or negotiate; and
i. 银行拒绝兑付或议付；及
- ii. each discrepancy in respect of which the bank refuses to honour or negotiate; and
ii. 银行凭以拒绝兑付或议付的各个不符点；及
- iii. a) that the bank is holding the documents pending further instructions from the presenter; or
iii. a) 银行持有单据等候提示人进一步指示；或
- b) that the issuing bank is holding the documents until it receives a waiver from the applicant and agrees to accept it, or receives further instructions from the presenter prior to agreeing to accept a waiver; or
b) 开证行持有单据直至收到申请人通知弃权并同意接受该弃权，或在同意接受弃权前从提示人处收到进一步指示；或
- c) that the bank is returning the documents; or
c) 银行退回单据；或
- d) that the bank is acting in accordance with instructions previously received from the presenter.
d) 银行按照先前从提示人处收到的指示行事。
- d. The notice required in sub-article 16 (c) must be given by telecommunication or, if that is not possible, by other expeditious means no later than the close of the fifth banking day following the day of presentation.
d. 第十六条（c）款中要求的通知必须以电讯方式发出，或者，如果不可能以电讯方式通知时，则以其它快捷方式通知，但不得迟于提示单据日期翌日起第五个银行工作日终了。
- e. A nominated bank acting on its nomination, a confirming bank, if any, or the issuing bank may, after providing notice required by sub-article 16 (c) (iii) (a) or (b), return the documents to the presenter at any time.
e. 按照指定行事的被指定银行、保兑行（如有）或开证行可以在提供第十六条（c）款（iii）、（a）款或（b）款要求提供的通知后，于任何时间将单据退还提示人。
- f. If an issuing bank or a confirming bank fails to act in accordance with the provisions of this article, it shall be precluded from claiming that the documents do not constitute a complying presentation.
f. 如果开证行或保兑行未能按照本条款的规定行事，将无权宣称单据未能构成相符提示。
- g. When an issuing bank refuses to honour or a confirming bank refuses to honour or negotiate and has given notice to that effect in accordance with this article, it shall then be entitled to claim a refund, with interest, of any reimbursement made.
g. 当开证行拒绝兑付或保兑行拒绝兑付或议付，并已经按照本条款发出通知时，该银行将有权就已经履行的偿付索取退款及其利息。

Article 17 Original Documents and Copies

第十七条 正本单据和副本单据

- a. At least one original of each document stipulated in the credit must be presented.
a. 信用证中规定的各种单据必须至少提供一份正本。
- b. A bank shall treat as an original any document bearing an apparently original signature, mark, stamp, or label of the issuer of the document, unless the document itself indicates that it is not an original.
b. 除非单据本身表明其不是正本，银行将视任何单据表面上具有单据出具人正本签字、标志、图章或标签的单据为正本单据。
- c. Unless a document indicates otherwise 另外的, a bank will also accept a document as original if

it:

- c. 除非单据另有显示，银行将接受单据作为正本单据如果该单据：
 - i. appears to be written, typed, perforated or stamped by the document issuer's hand; or
 - i. 表面看来由单据出具人手工书写、打字、穿孔签字或盖章；或
 - ii. appears to be on the document issuer's original stationery; or
 - ii. 表面看来使用单据出具人的正本信笺；或
 - iii. states that it is original, unless the statement appears not to apply to the document presented.
 - iii. 声明单据为正本，除非该项声明表面看来与所提示的单据不符。
- d. If a credit requires presentation of copies of documents, presentation of either originals or copies is permitted.
- d. 如果信用证要求提交副本单据，则提交正本单据或副本单据均可。
- e. If a credit requires presentation of multiple documents by using terms such as "in duplicate", "in two fold" or "in two copies", this will be satisfied by the presentation of at least one original and the remaining number in copies, except when the document itself indicates otherwise.
- e. 如果信用证使用诸如“一式两份”、“两张”、“两份”等术语要求提交多份单据，则可以提交至少一份正本，其余份数以副本来满足。但单据本身另有相反指示者除外。

Article 18 Commercial Invoice

第十八条 商业发票

a. A commercial invoice:

a. 商业发票：

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

i. 必须在表面上看来系由受益人出具（第三十八条另有规定者除外）；

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

ii. 必须做成以申请人的名称为抬头（第三十八条（g）款另有规定者除外）

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

iii. 必须将发票币别作成与信用证相同币种。

iv. need not be signed.

iv. 无须签字。

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

b. 按照指定行事的被指定银行、保兑行（如有）或开证行可以接受金额超过信用证所允许金额的商业发票，倘若有关银行已兑付或已议付的金额没有超过信用证所允许的金额，则该银行的决定对各有关方均具有约束力。

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

c. 商业发票中货物、服务或行为的描述必须与信用证中显示的内容相符。

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

第十九条 至少包括两种不同运输方式的运输单据

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

a. 至少包括两种不同运输方式的运输单据（即多式运输单据或联合运输单据），不论其称谓如何，必须在表明上看来：

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

i. 显示承运人名称并由下列人员签署:

- the carrier or a named agent for or on behalf of the carrier, or
承运人或承运人的具名代理或代表, 或
- the master or a named agent for or on behalf of the master.
船长或船长的具名代理或代表。

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

承运人、船长或代理的任何签字必须分别表明承运人、船长或代理的身份。

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

代理的签字必须显示其是否作为承运人或船长的代理或代表签署提单。

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

ii. 通过下述方式表明货物已在信用证规定的地点发运、接受监管或装载

- pre-printed wording, or
预先印就的措词, 或
- a stamp or notation indicating the date on which the goods have been dispatched, taken in charge or shipped on board.

注明货物已发运、接受监管或装载日期的图章或批注。

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

运输单据的出具日期将被视为发运、接受监管或装载以及装运日期。然而, 如果运输单据以盖章或批注方式标明发运、接受监管或装载日期, 则此日期将被视为装运日期。

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

iii. 显示信用证中规定的发运、接受监管或装载地点以及最终目的地的地点, 即使:

- a. the transport document states, in addition, a different place of dispatch, taking in charge or shipment or place of final destination, or
a. 运输单据另外显示了不同的发运、接受监管或装载地点或最终目的地的地点, 或
- b. the transport document contains the indication "intended" or similar qualification in relation to the vessel, port of loading or port of discharge.
b. 运输单据包含“预期”或类似限定有关船只、装货港或卸货港的指示。

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

iv. 系仅有的一份正本运输单据, 或者, 如果出具了多份正本运输单据, 应是运输单据中显示的全套正本份数。

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

v. 包含承运条件须参阅包含承运条件条款及条件的某一出处(简式或背面空白的运输单据)者, 银行对此类承运条件的条款及条件内容不予审核。

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

vi. 未注明运输单据受租船合约约束。

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

b. 就本条款而言，转运意指货物在信用证中规定的发运、接受监管或装载地点到最终目的地的运输过程中，从一个运输工具卸下并重新装载到另一个运输工具上（无论是否为不同运输方式）的运输。

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

c. i. 只要同一运输单据包括运输全程，则运输单据可以注明货物将被转运或可被转运。

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

ii. 即使信用证禁止转运，银行也将接受注明转运将发生或可能发生的运输单据。

Article 20 Bill of Lading

第二十条 提单

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

a. 无论其称谓如何，提单必须表面上看来：

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

i. 显示承运人名称并由下列人员签署：

- the carrier or a named agent for or on behalf of the carrier, or
承运人或承运人的具名代理或代表，或
- the master or a named agent for or on behalf of the master.
船长或船长的具名代理或代表。

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

承运人、船长或代理的任何签字必须分别表明其承运人、船长或代理的身份。

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

代理的签字必须显示其是否作为承运人或船长的代理或代表签署提单。

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

ii. 通过下述方式表明货物已在信用证规定的装运港装载上具名船只：

- pre-printed wording, or
预先印就的措词，或
- an on board notation indicating the date on which the goods have been shipped on board.
注明货物已装船日期的装船批注。

注明货物已装船日期的装船批注。

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

提单的出具日期将被视为装运日期，除非提单包含注明装运日期的装船批注，在此情况下，装船批注中显示的日期将被视为装运日期。

If the bill of lading contains the indication "intended vessel" or similar qualification in relation to

the name of the vessel, an on board notation indicating the date of shipment and the name of the actual vessel is required.

如果提单包含“预期船”字样或类似有关限定船只的词语时，装上具名船只必须由注明装运日期以及实际装运船只名称的装船批注来证实。

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

iii. 注明装运从信用证中规定的装货港至卸货港。

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

如果提单未注明以信用证中规定的装货港作为装货港，或包含“预期”或类似有关限定装货港的标注者，则需要提供注明信用证中规定的装货港、装运日期以及船名的装船批注。即使提单上已注明印就的“已装船”或“已装具名船只”措词，本规定仍然适用。

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

iv. 系仅有的一份正本提单，或者，如果出具了多份正本，应是提单中显示的全套正本份数。

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

Iv. 包含承运条件须参阅包含承运条件条款及条件的某一出处（简式或背面空白的提单）者，银行对此类承运条件的条款及条件内容不予审核。

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

vi. 未注明运输单据受租船合约约束。

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

b. 就本条款而言，转运意指在信用证规定的装货港到卸货港之间的海运过程中，将货物由一艘船卸下再装上另一艘船运输。

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

c. i. 只要同一提单包括运输全程，则提单可以注明货物将被转运或可被转运。

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

ii. 银行可以接受注明将要发生或可能发生转运的提单。即使信用证禁止转运，只要提单上证实有关货物已由集装箱、拖车或子母船运输，银行仍可接受注明将要发生或可能发生转运的提单。

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

d. 对于提单中包含的声明承运人保留转运权利的条款，银行将不予置理。

Article 21 Non-Negotiable Sea Waybill

第二十一条 非转让海运单

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

a. 无论其称谓如何，非转让海运单必须表面上看来：

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

i. 显示承运人名称并由下列人员签署：

- the carrier or a named agent for or on behalf of the carrier, or
承运人或承运人的具名代理或代表，或
- the master or a named agent for or on behalf of the master.
船长或船长的具名代理或代表。

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

承运人、船长或代理的任何签字必须分别表明其承运人、船长或代理的身份。

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

代理的签字必须显示其是否作为承运人或船长的代理或代表签署提单。

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

ii. 通过下述方式表明货物已在信用证规定的装运港装载上具名船只：

- pre-printed wording, or
预先印就的措词，或
- an on board notation indicating the date on which the goods have been shipped on board.
注明货物已装船日期的装船批注。

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

非转让海运单的出具日期将被视为装运日期，除非非转让海运单包含注明装运日期的装船批注，在此情况下，装船批注中显示的日期将被视为装运日期。

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

如果非转让海运单包含“预期船”字样或类似有关限定船只的词语时，装上具名船只必须由注明装运日期以及实际装运船只名称的装船批注来证实。

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

iii. 注明装运从信用证中规定的装货港至卸货港。

If the non-negotiable sea waybill does not indicate the port of loading stated in the credit as the port of loading, or if it contains the indication “intended” or similar qualification in relation to the port of loading, an on board notation indicating the port of loading as stated in the credit, the date of shipment and the name of the vessel is required. This provision applies even when loading on board or shipment on a named vessel is indicated by pre-printed wording on the non-negotiable sea waybill.

如果非转让海运单未注明以信用证中规定的装货港作为装货港，或包含“预期”或类似有关限定装货港的标注者，则需要提供注明信用证中规定的装货港、装运日期以及船名的装船批注。即使非转让海运单上已注明印就的“已装船”或“已装具名船只”措词，本规定仍然适用。

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

iv. 系仅有的一份正本非转让海运单，或者，如果出具了多份正本，应是非转让海运单中显示的全套正本份数。

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

v. 包含承运条件须参阅包含承运条件条款及条件的某一出处（简式或背面空白的提单）者，银行对此类承运条件的条款及条件内容不予审核。

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

vi. 未注明运输单据受租船合约约束。

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

b. 就本条款而言，转运是指在信用证规定的装货港到卸货港之间的海运过程中，将货物由一艘船卸下再装上另一艘船的运输。

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

c. i. 只要同一非转让海运单包括运输全程，则非转让海运单可以注明货物将被转运或可被转运。

ii. A non-negotiable sea waybill indicating that transhipment will or may take place is acceptable, even if the credit prohibits transhipment, if the goods have been shipped in a container, trailer or LASH barge 子母船 as evidenced by the non-negotiable sea waybill.

ii. 银行可以接受注明将要发生或可能发生转运的非转让海运单。即使信用证禁止转运，只要非转让海运单上证实有关货物已由集装箱、拖车或子母船运输，银行仍可接受注明将要发生或可能发生转运的非转让海运单。

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

d. 对于非转让海运单中包含的声明承运人保留转运权利的条款，银行将不予置理。

Article 22 Charter Party Bill of Lading

第二十二条 租船合约提单

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

a. 无论其称谓如何，倘若提单包含有提单受租船合约约束的指示（即租船合约提单），则必须在表面上看来：

i. be signed by:

i. 由下列当事方签署：

- the master or a named agent for or on behalf of the master, or
船长或船长的具名代理或代表，或

- the owner or a named agent for or on behalf of the owner, or
船东或船东的具名代理或代表，或

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

租船主或租船主的具名代理或代表。

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

owner, charterer or agent.

船长、船东、租船主或代理的任何签字必须分别表明其船长、船东、租船主或代理的身份。
Any signature by an agent must indicate whether the agent has signed for or on behalf of the master, owner or charterer.

代理的签字必须显示其是否作为船长、船东或租船主的代理或代表签署提单。

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

代理人代理或代表船东或租船主签署提单时必须注明船东或租船主的名称。

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

ii. 通过下述方式表明货物已在信用证规定的装运港装载上具名船只：

- pre-printed wording, or

预先印就的措词，或

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

注明货物已装船日期的装船批注。

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

租船合约提单的出具日期将被视为装运日期，除非租船合约提单包含注明装运日期的装船批注，在此情况下，装船批注中显示的日期将被视为装运日期。

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

iii. 注明货物由信用证中规定的装货港运输至卸货港。卸货港可以按信用证中的规定显示为一组港口或某个地理区域。

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

iv. 系仅有的一份正本租船合约提单，或者，如果出具了多份正本，应是租船合约提单中显示的全套正本份数。

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

b. 即使信用证中的条款要求提交租船合约，银行也将对该租船合约不予审核。

Article 23 Air Transport Document

第二十三条 空运单据

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

a. 无论其称谓如何，空运单据必须在表面上看来：

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

i. 注明承运人名称并由下列当事方签署：

- the carrier, or

承运人，或

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

承运人的具名代理或代表。

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

承运人或代理的任何签字必须分别表明其承运人或代理的身份。

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

代理的签字必须显示其是否作为承运人的代理或代表签署空运单据。

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

ii. 注明货物已收妥待运。

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

iii. 注明出具日期。这一日期将被视为装运日期，除非空运单据包含注有实际装运日期的专项批注，在此种情况下，批注中显示的日期将被视为装运日期。

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

空运单据显示的其它任何与航班号和起飞日期有关的信息不能被视为装运日期。

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

iv. 表明信用证规定的起飞机场和目的地机场

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

v. 为开给发货人或拖运人的正本，即使信用证规定提交全套正本。

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

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

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

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

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

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

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

ii. 即使信用证禁止转运，注明将要或可能发生转运的空运单据仍可接受。

Article 24 Road, Rail or Inland Waterway Transport Documents

第二十四条公路、铁路或内陆水运单据

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

a. 公路、铁路或内陆水运单据，无论名称如何，必须看似：

i. indicate the name of the carrier and:

i. 表明承运人名称，并且

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

• 由承运人或其具名代理人签署，或者

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

• 由承运人或其具名代理人以签字、印戳或批注表明货物收讫。

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

承运人或其具名代理人的售货签字、印戳或批注必须标明其承运人或代理人的身份。

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

代理人的收获签字、印戳或批注必须标明代理人系代表承运人签字或行事。

If a rail transport document does not identify the carrier, any signature or stamp of the railway company will be accepted as evidence of the document being signed by the carrier.

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

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

ii.表明货物在信用证规定地点的发运日期,或者收讫代运或代发送的日期。运输单据的出具日期将被视为发运日期,除非运输单据上盖有带日期的收货印戳,或注明了收货日期或发运日期。

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

iii. 表明信用证规定的发运地及目的地。

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

b.i.公路运输单据必须看似为开给发货人或托运人的正本,或没有认可标记表明单据开给何人。

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

ii.注明“第二联”的铁路运输单据将被作为正本接受。

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

iii.无论是否注明正本字样,铁路或内陆水运单据都被作为正本接受。

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

c.如运输单据上未注明出具的正本数量,提交的分数即视为全套正本。

d. For the purpose of this article, transshipment means unloading from one means of conveyance and reloading to another means of conveyance, within the same mode of transport, during the carriage from the place of shipment, dispatch or carriage to the place of destination stated in the credit.

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

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

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

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

ii.即使信用证禁止转运,注明将要或可能发生转运的公路、铁路或内陆水运单据仍可接受。

Article 25 Courier Receipt, Post Receipt or Certificate of Posting

第二十五条 快递收据、邮政收据或投邮证明

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

a. 证明货物收讫待运的快递收据，无论名称如何，必须看似：

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

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

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

ii. 表明取件或收件的日期或类似词语。该日期将被视为发运日期。

b. A requirement that courier charges are to be paid or prepaid may be satisfied by a transport document issued by a courier service evidencing that courier charges are for the account of a party other than the consignee.

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

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

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

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

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

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

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

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

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

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

c. 运输单据上可以以印戳或其他方式提及运费之外的费用。

Article 27 Clean Transport Document

第二十七条 清洁运输单据

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

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

Article 28 Insurance Document and Coverage

第二十八条 保险单据及保险范围

a. An insurance document, such as an insurance policy, an insurance certificate or a declaration

under an open cover, must appear to be issued and signed by an insurance company, an underwriter or their agents or their proxies.

a. 保险单据，例如保险单或预约保险项下的保险证明书或者声明书，必须看似由保险公司或承保人或其代理人或代表出具并签署。

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

代理人或代表的签字必须标明其系代表保险公司或承保人签字。

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

b. 如果保险单据表明其以多份正本出具，所有正本均须提交。

c. Cover notes will not be accepted.

c. 暂保单将不被接受。

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

d. 可以接受保险单代替预约保险项下的保险证明书或声明书。

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

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

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

f.i. 保险单据必须表明投保金额并以与信用证相同的货币表示。

ii. A requirement in the credit for insurance coverage to be for a percentage of the value of the goods, of the invoice value or similar is deemed to be the minimum amount of coverage required.

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

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

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

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

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

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

iii. 保险单据须标明承包的风险区间至少涵盖从信用证规定的货物监管地或发运地开始到卸货地或最终目的地为止。

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

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

h. When a credit requires insurance against “all risks” and an insurance document is presented

containing any “all risks” notation or clause, whether or not bearing the heading “all risks”, the insurance document will be accepted without regard to any risks stated to be excluded.

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

i. An insurance document may contain reference to any exclusion clause.

i. 保险单据可以援引任何除外责任条款。

j. An insurance document may indicate that the cover is subject to a franchise or excess (deductible).

j. 保险单据可以注明受免赔率或免赔额（减除额）约束。

Article 29 Extension of Expiry Date or Last Day for Presentation

第二十九条 截止日或最迟交单日的顺延

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

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

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

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

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

c. 最迟发运日不因第二十九条 a 款规定的原因而顺延。

Article 30 Tolerance in Credit Amount, Quantity and Unit Prices

第三十条 信用证金额、数量与单价的增减幅度

a. The words "about" or "approximately" used in connection with the amount of the credit or the quantity or the unit price stated in the credit are to be construed as allowing a tolerance not to exceed 10% more or 10% less than the amount, the quantity or the unit price to which they refer.

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

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

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

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

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



幅不适用。

Article 31 Partial Drawings or Shipments

第三十一条 分批支款或分批装运

a. Partial drawings or shipments are allowed.

a. 允许分批支款或分批装运

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

b. 表明使用同一运输工具并经由同次航程运输的数套运输单据在同一次提交时，只要显示相同目的地，将不视为部分发运，即使运输单据上标明的发运日期不通或装卸港、接管地或发送地点不同。如果交单由数套运输单据构成，其中最晚的一个发运日将被视为发运日。

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

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

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

c. 含有一份以上快递收据、邮政收据或投邮证明的交单，如果单据看似由同一块地或邮政机构在同一地点和日期加盖印戳或签字并且表明同一目的地，将不视为部分发运。

Article 32 Instalment Drawings or Shipments

第三十二条 分期支款或分期装运

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

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

Article 33 Hours of Presentation

第三十三条 交单时间

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

银行在其营业时间外无接受交单的义务。

Article 34 Disclaimer on Effectiveness of Documents

第三十四条 关于单据有效性的免责

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

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

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

Article 35 Disclaimer on Transmission and Translation

第三十五条 关于信息传递和翻译的免责

A bank assumes no liability or responsibility for the consequences arising out of delay, loss in transit, mutilation or other errors arising in the transmission of any messages or delivery of letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the credit, or when the bank may have taken the initiative in the choice of the delivery service in the absence of such instructions in the credit.

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

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

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

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

银行对技术术语的翻译或解释上的错误，不负责任，并可不加翻译地传送信用证条款。

Article 36 Force Majeure

第三十六条 不可抗力

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

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

A bank will not, upon resumption of its business, honour or negotiate under a credit that expired during such interruption of its business.

银行恢复营业时，对于在营业中断期间已逾期的信用证，不再进行承付或议付。

Article 37 Disclaimer for Acts of an Instructed Party

第三十七条 关于被指示方行为的免责

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

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

b. An issuing bank or advising bank assumes no liability or responsibility should the instructions it

transmits to another bank not be carried out, even if it has taken the initiative in the choice of that other bank.

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

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

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

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

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

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

信用证或其修改不应规定向受益人的通知以通知行或第二通知行收到其费用为条件。

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

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

附：

怎么走国际速递/空运最便宜

通常我们的 DHL,FEDEX 包裹并不通过大陆 DHL 或者 FEDEX 直接出去，都是在深圳通过代理集中打托，录入，然后在香港机场直接飞走。在时间上比和在大陆出差差不多或者迟一天的时间，主要是基于成本上的考虑。

(1) ,

附件为 DHL 的最新公布普快业务运价，

国际物流经理 QQ:707913488,实际操作建议，最新 DHL 报价，UPS 报价，FEDEX 报价提供.....

广州，上海，深圳，重庆，武汉，佛山等地到全球，与专人专递、特快专递、DHL、FEDEX、UPS、TNT、EMS、中国邮政航空小包、国际专线及空运快递等国际速递公司密切合作,为各客户提供安全、及时的门到门环球速递。



中外运敦豪环球快递出口价目表

DHL-Sinotrans Express Worldwide Published Tariff

中外运敦豪

2010年2月1日生效 Effective Date Feb 1st 2010

重量 Weight (kg)	1区 Zone 1	2区 Zone 2	3区 Zone 3	4区 Zone 4	5区 Zone 5	6区 Zone 6	7区 Zone 7	8区 Zone 8	9区 Zone 9	10区 Zone 10
Doc	0.5	97	135	126	142	139	200	219	231	280
文件	1.0	129	186	171	193	189	280	303	319	380
	1.5	161	237	219	244	240	360	390	407	480
	2.0	193	285	261	295	291	440	477	495	590
	2.5	225	339	305	348	342	520	564	583	700
Non-Doc	0.5	100	221	210	242	234	295	327	340	400
包裹	1.0	162	289	283	329	318	410	459	480	570
	1.5	226	317	318	344	335	435	485	500	600
	2.0	289	365	369	395	387	480	530	550	660
	2.5	352	415	422	448	438	535	595	620	750
Doc & Non-Doc	3.0	324	481	470	498	489	608	645	700	800
文件及包裹	3.5	368	509	518	545	530	661	717	740	880
	4.0	385	537	536	566	548	704	764	794	940
	4.5	420	605	614	648	627	772	837	870	1030
	5.0	452	653	662	698	675	830	905	940	1110
	5.5	481	697	708	745	720	892	977	1010	1190
	6.0	510	741	754	794	766	954	1049	1080	1280
	6.5	539	785	800	843	813	1016	1121	1150	1370
	7.0	568	829	845	892	860	1078	1193	1220	1460
	7.5	597	873	892	941	907	1140	1265	1290	1550
	8.0	626	917	938	990	955	1202	1337	1360	1630
	8.5	655	961	984	1039	1003	1264	1409	1430	1720
	9.0	684	1005	1030	1088	1050	1326	1481	1500	1820
	9.5	713	1049	1075	1137	1098	1388	1553	1570	1960
	10.0	742	1093	1122	1188	1148	1450	1625	1640	2020
	10.5	785	1131	1167	1234	1194	1512	1701	1710	2100
	11.0	812	1169	1212	1282	1242	1574	1773	1780	2200
	11.5	838	1207	1257	1330	1290	1636	1845	1850	2300
	12.0	865	1245	1302	1378	1338	1700	1921	1920	2400
	12.5	894	1283	1347	1426	1386	1762	2001	1990	2500
	13.0	908	1321	1389	1474	1434	1824	2081	2070	2600
	13.5	932	1359	1437	1522	1482	1886	2161	2150	2700
	14.0	956	1397	1482	1570	1530	1948	2241	2230	2800
	14.5	980	1435	1527	1618	1578	2010	2321	2310	2900
	15.0	1004	1473	1572	1666	1636	2072	2401	2390	3000
	15.5	1028	1511	1617	1714	1686	2134	2481	2470	3100
	16.0	1052	1549	1662	1762	1734	2196	2561	2550	3200
	16.5	1076	1587	1707	1810	1782	2258	2641	2630	3300
	17.0	1100	1625	1752	1858	1830	2320	2721	2710	3400
	17.5	1124	1663	1797	1906	1878	2382	2801	2790	3500
	18.0	1148	1701	1842	1954	1926	2444	2881	2870	3600
	18.5	1172	1739	1887	2002	1974	2506	2961	2950	3700
	19.0	1196	1777	1932	2050	2022	2568	3041	3030	3800
	19.5	1220	1815	1977	2098	2070	2630	3121	3110	3900
	20.0	1244	1853	2022	2146	2118	2692	3201	3190	4000
每包/件单价 (公斤以下按重量, 公斤以上按体积计算) Rate Per/kg										
21-30	81	101	101	107	131	148	153	154	182	270
31-50	54	85	81	101	129	133	140	154	179	245
51-100	50	85	87	96	123	123	130	142	159	227
101-200	43	83	81	90	117	118	122	134	155	220
200以上	42	83	79	88	116	113	119	131	153	215

* 20公斤以下(含)快件的计价单位为0.5公斤,不足0.5公斤的部分按0.5公斤计价。
Rates for shipments that weigh 20kg or less are calculated per 0.5kg. Weight increments less than 0.5kg are charged as 0.5kg.

• 体积重量货物

对于体积轻的包裹,我们将按照国际航空运输协会的规定,根据体积重量和实际重量中较重的一种收费,计算体积重量。将包裹的长、宽、高(厘米)相乘,再除以5000。

Volumetric Charging

When shipping lightweight, bulky packages, use the formula (the product of length and width and height (cm) divided by 5000) to help you determine their volumetric weight. Airline charges are based on a minimum shipment density. The greater of the volumetric weight or actual weight will be used for pricing.

* 此价格表以人民币计价,不包括海关关税及其他税费。

All values are in RMB and customs duties & taxes and other surcharges are not included in rates.

* 所有快件需征收基于油价附加费的燃油附加费,详情请登录中外运敦豪网址: www.cn.dhl.com

Index linked fuel surcharge is imposed to all shipments. Details of the surcharge will be shown on DHL-Sinotrans website at www.cn.dhl.com

* 对于发往或寄往非DHL常规服务区域的快件,将征收偏远地区服务费,收费标准每公斤3.0元,每票最低收费150元,如寄始发地和目的地均属于偏远地区,两地均将征收偏远地区服务费,您可登陆DHL网站http://raslist.dhl.com/,查询您的快件是否属于偏远地区范围。

For shipments sent from and/or to areas not covered by DHL regular service, Remote Area Service Charge applies as RMB 3.0 per kilo, with minimum charge of RMB 150 per shipment.

The RAS surcharge applies to:

- outbound-billed international shipments sent to destination postcodes nominated as remote
- outbound-billed shipments picked-up from origin postcodes nominated as remote
- inbound-billed international shipments picked-up from origin postcodes nominated as remote
- inbound-billed shipments delivered to destination postcodes nominated as remote

On the website http://raslist.dhl.com/ you can look up whether or not a post code is nominated as remote.

计算的方法是: 基准运费 X 燃油附加费(12月份为18%), 如 3.5KGS, 查表基准运输为: RMB681(Zone 6),全价为: RMB681X(1+18%)=729元。那么全价大约如下:
首重 0.5KGS:277.3元 X(1+18%)

续重 0.5KGS:73 元/0.5KGX(1+18%)

21-100KGS:133 元/KGX(1+18%)

100KGS 以上: 113 元/KGX(1+18%)

假如我们可以与他们签约, 可以拿到 50%的折扣价的话, 那么实际产生的费用成本为:

首重 0.5KGS:277.3 元 X(1+18%)X50%=163.60 元

续重 0.5KGS:73 元/0.5KGX(1+18%)X50%=43 元

21-100KGS:133 元/KGX(1+18%)X50%=78.47 元

100KGS 以上: 113 元/KGX(1+18%)X50%=66.67 元

假如 2KG 的包裹, 我们的花费是: 163.60+43X3=292.6 元

如果是 30KGS 的包裹, 我们的花费为: 133 元/KGX30KGSX(1+18%)X50%=2354 元

假如为 200KGS 的包裹, 我们的花费为: 113 元/KGX200KGSX(1+18%)X50%=13334 元

目前我们的成本为:

首重 0.5KG:175 元 (包燃油附加费)

续重 0.5KGS:30 元 (包燃油附加费)

21-100KGS:43 元 (包燃油附加费)

100KGS 以上: 36 元/KG (包燃油附加费)

假如 2KG 的包裹, 我们的花费是: 175+30X3=265 元

如果是 30KGS 的包裹, 我们的花费为: 43 元/KGX30=1290 元

假如为 200KGS 的包裹, 我们的花费为: 36 元/KGX200KGS=7200 元

国际物流经理 QQ:707913488,实际操作建议, 最新 DHL 报价, UPS 报价, FEDEX 报价提供.....

广州, 上海, 深圳, 重庆, 武汉, 佛山等地到全球, 与专人专递、特快专递、DHL、FEDEX、UPS、TNT、EMS、中国邮政航空小包、国际专线及空运快递等国际速递公司密切合作,为各客户提供安全、及时的门到门环球速递。

(2),

目前到美国 100KGS 以上空运成本可以参考如下:

Commodity: General Cargo Rate validity till: 2010-10-8
 Movement Type: Airport/Airport ___ Airport/Door ___ Door/Door_x ___ Door/Airport ___

1. Air rate: Per kg: Currency: USD Volumetric Rule: 6000CCKG

Origin	Destination	Flat
Guangzhou	Denver	\$3.50

ISS Surcharges: 0.18 per kg

FSC Surcharges: 1.62 per kg

NOTES: ISS & FSC subject to change as needed announced by airline.

1. Origin local charges in Guangzhou in USD:

TC&CFS (货运站处理费及装卸费): \$0.23 per kg, Min: 23
 Handling (手续费): \$35.00
 Customs Clearance (报关费): \$55.00
 Additional USD 15 for customs clearance on Saturday and Sunday (周末报关加班费)
 Quarantine Declaration (商检费): \$32.00
 Document (文件费): \$7.50
 Forklift (applicable for single piece over 80 kg): \$6.00 for the first lift, \$ 3 thereafter
 Pickup (Sanshui to Airport): \$90.00 -500kg

2. Destination local charges in Denver in USD:

Terminal Charges: \$55.00
 Entry Fee: \$75.00
 Air AMS Fee: \$15.00
 Messenger Fee: \$15.00
 Delivery Charge: Min USD 35 or 0.10/lb + 22% FSC (subject to change)
 Duty & Tax: at cost

Exchange rate: 1 USD= 7.8 HKD

在不包括操作杂费等的情况下，空运港到空运港的成本约： $US\$(3.5+0.18+1.62) \times 6.7 = 33.5$ 元

综合：

在 20KGS 内，目前我们的成本只是比大陆 DHL 便宜 20-30%，如果 30KGS 以上，可以便宜到 50%，相当于 DHL 运费的 3 折价。

在 20KGS 内，单位 KG 的运输成本肯定比普通空运价格高，因为属于 DDU 门到门价格，而空运价只是港到港价格，不含本地操作费用等；

在 30-100KGS，由于是 DDU 门到门价格，而空运价只是港到港价格，综合成本比空运低；

100KGS-500KGS，单位 KG 运输成本接近普通空运价格，也有可能比普通空运低，具体看市场行情和当月 DHL/FEDEX 的燃油附加费情况；

目前最低拿到的 33.5 元/KG 相当于 1000KGS 以上普通空运的运输成本。

另：即使中国的货物比较便宜，不过出口海运/空运和国际速递出去的成本都要比进口的要贵。出口到美国洛杉矶的海运 1X20GP 运费为 US\$1900，而从美国洛杉矶到中国上海 1X20'GP 运费可能是 US\$100 甚至是 US\$1，他们只收操作费。

国际物流经理 QQ:707913488,实际操作建议,最新 DHL 报价, UPS 报价, FEDEX 报价提供.....

广州，上海，深圳，重庆，武汉，佛山等地到全球，与专人专递、特快专递、DHL、FEDEX、UPS、TNT、EMS、中国邮政航空小包、国际专线及空运快递等国际速递公司密切合作,为各客户提供安全、及时的门到门环球速递。

Article 38 Transferable Credits

第三十八条 可转让信用证

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

a. 银行无办理转让信用证的义务，除非该银行明确同意其转让范围和转让方式。

b. For the purpose of this article:

b. 就本条款而言：

Transferable credit means a credit that specifically states it is “transferable”. A transferable credit may be made available in whole or in part to another beneficiary (“second beneficiary”) at the request of the beneficiary (“first beneficiary”).

转让信用证意指明确表明其“可以转让”的信用证。根据受益人（“第一受益人”）的请求，转让信用证可以被全部或部分地转让给其他受益人（“第二受益人”）。

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

转让银行意指办理信用证转让的被指定银行，或者，在适用于任何银行的信用证中，转让银行是由开证行特别授权并办理转让信用证的银行。开证行也可担任转让银行。

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

转让信用证意指经转让银行办理转让后可供第二受益人使用的信用证。

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

c. 除非转让时另有约定，所有因办理转让而产生的费用（诸如佣金、手续费、成本或开支）必须由第一受益人支付。

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

d. 倘若信用证允许分批支款或分批装运，信用证可以被部分地转让给一个以上的第二受益人。

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

第二受益人不得要求将信用证转让给任何次序位居其后的其他受益人。第一受益人不属于此类其他受益人之列。

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

e. 任何有关转让的申请必须指明是否以及在何种条件下可以将修改通知第二受益人。转让

信用证必须明确指明这些条件。

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

f. 如果信用证被转让给一个以上的第二受益人，其中一个或多个第二受益人拒绝接受某个信用证修改并不影响其它第二受益人接受修改。对于接受修改的第二受益人而言，信用证已做相应的修改；对于拒绝接受修改的第二受益人而言，该转让信用证仍未被修改。

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

g. 转让信用证必须准确转载原证的条款及条件，包括保兑（如有），但下列项目除外：

- the amount of the credit,

-信用证金额，

- any unit price stated therein,

-信用证规定的任何单价，

- the expiry date,

-到期日，

- the period for presentation, or

-单据提示期限

- the latest shipment date or given period for shipment,

-最迟装运日期或规定的装运期间。

any or all of which may be reduced or curtailed.

以上任何一项或全部均可减少或缩短。

The percentage for which insurance cover must be effected may be increased to provide the amount of cover stipulated in the credit or these articles.

必须投保的保险金额的投保比例可以增加，以满足原信用证或本惯例规定的投保金额。

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

可以用第一受益人的名称替换原信用证中申请人的名称。

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

如果原信用证特别要求开证申请人名称应在除发票以外的任何单据中出现时，则转让信用证必须反映出该项要求。

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

h. 第一受益人有权以自己的发票和汇票（如有），替换第二受益人的发票和汇票（如有），其金额不得超过原信用证的金额。在如此办理单据替换时，第一受益人可在原信用证项下支取自己发票与第二受益人发票之间产生的差额（如有）。

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

i. 如果第一受益人应当提交其自己的发票和汇票（如有），但却未能在收到第一次要求时照办；或第一受益人提交的发票导致了第二受益人提示的单据中本不存在的不符点，而其未能在收到第一次要求时予以修正，则转让银行有权将其从第二受益人处收到的单据向开证行提示，并不再对第一受益人负责。

j. The first beneficiary may, in its request for transfer, indicate that honour or negotiation is to be effected to a second beneficiary at the place to which the credit has been transferred, up to and including the expiry date of the credit. This is without prejudice to the right of the first beneficiary in accordance with sub-article 38 (h).

j. 第一受益人可以在其提出转让申请时，表明可在信用证被转让的地点，在原信用证的到期日之前（包括到期日）向第二受益人予以兑付或议付。本条款并不损害第一受益人在第三十八条（h）款下的权利。

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

k. 由第二受益人或代表第二受益人提交的单据必须向转让银行提示。

Article 39 Assignment of Proceeds

第三十九条 款项让渡

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

信用证未表明可转让，并不影响受益人根据所适用的法律规定，将其在该信用证项下有权获得的款项让渡与他人的权利。本条款所涉及的仅是款项的让渡，而不是信用证项下执行权力的让渡。