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https://www.100test.com/kao_ti2020/250/2021_2022__E7_89_A9_E6_B5_81_E8_80_83_E8_c31_250043.htm 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的偿付于到期日进行。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 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. 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com