

《跟单信用证统一惯例（UCP600）》(三) PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/38/2021_2022__E3_80_8A_E8_B7_9F_E5_8D_95_E4_c32_38308.htm 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。来源：考试大 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。 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