

复习资料:单证员考试综合资料（五）PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/478/2021_2022__E5_A4_8D_E4_B9_A0_E8_B5_84_E6_c32_478086.htm（八）信用证中“特别条款”（Special Clauses/Conditions）的表述

信用证中的特别条款主要是依据银行和买卖双方交易的具体需要，以及进口国的政治经济和贸易政策等的变化而定的。常见的条款有：

1、议付与索偿条款（Negotiation and Reimbursement）议付和索偿条款一般是开证银行对于议付行的指示，但是也涉及到各方的利益，常见的条款有：Upon presentation of the documents strictly complied with all credit terms, we authorize you to draw on our H/O reimbursement a/c value five working days later under authenticated SWIFT advice to us without any charges on our part. 收到单证严格相符的单据后，我们（开证行）授权贵行向我总行索偿，5个工作日起息，SWIFT通知我行，费用由贵方承担。 At maturity, we shall pay to the negotiating bank as instructed by T/T for documents which are in compliance with credit terms and conditions. Telex charges are for account of beneficiary. 单证严格相符，到期日，我行将用电汇方式偿付贵行，此电报费由受益人承担。 In reimbursement, please draw on our Head Office account with your London office. 偿付办法：请从我总行在贵行伦敦分行的账户内支取。 You are authorized to reimburse yourself for the amount of your negotiation by drawing as per arrangement on our account with Standard Chartered Bank London. 兹授权贵行索偿议付金额，按约定办法，请向标准渣打银行伦敦分行我账户内支取。 Negotiating bank may claim

reimbursement by T/T on the Bank of China New York branch certifying that the credit terms have been complied with. 议付行证明本信用证条款已履行，可按电汇索偿条款向中国银行纽约分行索回货款。

2、佣金/折扣条款(Commission and discount) 信用证中常常有佣金和折扣条款，其表现形式各不一样，有的称为明佣，有的称之为暗佣，在信用证中的表示经常是这样的：Signed commercial invoice must show 5% commission. 签署商业发票须显示5%的佣金。Beneficiary's drafts are to be made out for 95% of invoice value, being 5% commission payable to credit opener. 受益人的汇票按发票金额的95%开具，5%作为佣金付给受益人。5% commission to be deducted from the invoice value. 5%佣金须在发票金额中扣除。At the time of negotiation, you will be paid less 5%, being commission payable to M/S.....and this should be incorporated on the bank's covering schedule. 在银行议付时，须扣除5%的金额作为付给某先生的佣金，此佣金应填入议付银行的面函。Drafts to be drawn for full value less 5% commission, invoice to show full value. 汇票按CIF 总金额减少5%开具，发票须表明CIF 的全部金额。Less 5% commission to be shown on separate statement only. 5%的佣金用单独的声明书列出。The price quoted include a discount of 5% which must be shown on your final invoice, but is to be the subject of a separate credit note, the amount of which is to be deducted from your drafts. 信用证所列价格包括5%折扣在内，最后发票应开列未扣除5%折扣的价格，但须另出一份扣佣通知书，汇票金额则扣除此项折扣金额。

3、费用条款 (Charges) 信用证上一般都列有费用条款，多数信用证规定，开证行的费用由开证人负

担，开证国（地区）以外的银行费用由受益人承担。 All banking charges outside Korea and reimbursing charges are for account of beneficiary. 所有韩国以外的费用及偿付行费用由受益人承担。 All your commission and charges are for beneficiaries account including reimbursement bank payment commission and charges. 所有你方的费用及佣金由受益人承担，包括偿付行的费用在内。 Charges must be claimed either as they arise or in no circumstances later than the date of negotiation. 一切费用须于发生时或不迟于议付期索偿。 Port congestion surcharges, if any, at the time of shipment is for opener ' s account. 装运时如产生港口拥挤费，须由开证人承担。 All banking charges outside of opening bank are for beneficiary ' s account. 开证行以外的所有银行费用由受益人承担。

4、其他条款 If the documents presented with any discrepancies from beneficiary to your good bank or we find any discrepancies when we received the documents we will claim USD50.00 for each discrepant. 如果提示的单据中有受益人和你方银行的不符点，或者我们收到单据后发现任何不符之处，每一不符点，我们将扣除50美元。 If the terms and conditions of this credit are not acceptable to you, please contact the openers for necessary amendments. 如你方不接受本信用证条款，请与开证人联系以作必要修改。 Documents to be presented within 15 days after shipment date but within the validity of the credit. 单据于装运日期后15天内提示银行，但必须在信用证的有效期内。 Shipping documents issued by following shipping companies are not acceptable. 由以下船公司出的运输单据是不能接受的。 Negotiation of this credit is restricted to yourselves. 本

信用证限制于你行议付（指通知行）。 All documents except Bill of Lading should show this L/C number and date. 除了提单外的所有单据都须显示信用证号码和日期。 Credit Number、full name and address of the opener and notify party have to be mentioned on all documents. 信用证号码、开证人的全称和地址及通知人须打在所有单据上。 This Letter of Credit is transferable in China only, in the event of a transfer, a letter from the first beneficiary must accompany the documents for negotiation. 本信用证仅允许在中国转让，如有转让，第一受益人须有书面转让文书连同单据一起议付。 Both quantity and amount for each item 10% more or less are allowed. 每一项目的数量和金额均允许有10%的增减。 In case discrepant documents are presented, we shall deduct USD55.00 for each discrepant. 如提示不符单据，每一不符点，我行将扣除55美元。（九）、开证行“保证条款”（Warranties of Issuing Bank）的表述 开证行的保证条款，在信用证中常见的表现形式有： We hereby undertake all drafts drawn under and in compliance with the terms and conditions of this letter of credit will be duly honoured on presentation at this office. 凡按本信用证所列条款开具并提示的汇票，我行保证承兑。 > We hereby engage with drawers and/or bona fide holder that drafts drawn and negotiated on presentation and that drafts accepted within the terms of this credit will be duly honoured at maturity. 兹对出票人及/或善意持票人保证，凡按本信用证开具及议付的汇票一经提交即予承兑；凡依本证条款承兑之汇票，到期即予照付。 > 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