

国际单证员复习资料:信用证中常见的条款表述词语 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_9B_BD_E9_99_85_E5_8D_95_E8_c32_478452.htm 从形式上来看，信用证只是一封普通的商业信函。它的格式和内容多种多样，不同的国家、不同的银行开立的信用证各有不同。但是其中的内容基本相同，一般可分为十大部分。（一）、各方当事人在信用证中的表述文句（THE PARTIES CONCERNING TO THE CREDIT）

开证人（The Applicant for the credit）在国际贸易中，信用证的开立是由进口商向银行申请办理的。所以开证人指的就是进口商。信用证中用的词汇和词组常常是这样的：Applicant/Principal/Accountee/ Accreditor / Opener At the request of..... 应。。。。的请求 By order of..... 按。。。。的指示 For account of..... 由。。。。付款 At the request of and for..... 应。。。。的请求 Account of 并由。。。。付款 By order of and for account of 按。。。。的指示并由。。。。付款

受益人（The beneficiary）在国际贸易中，受益人一般就是出口商。信用证中常见的词汇或词组有：Beneficiary 受益人 In favour of 以。。。。为受益人 In your favour..... 以你方为受益人 Transferor..... 转让人（可转让信用证的第一受益人） Transferee..... 受让人（可转让信用证的第二受益人）

开证行（The Opening Bank）应开证人要求开立信用证的银行叫开证行。在信用证中常见的词汇和词组有：Opening Bank Issuing Bank Establishing Bank

通知行（Advising Bank）开证行将信用证寄送的一家受益人所在地的银行，并通过该银行通知受益人

信用证开出，这家银行就是通知行。在信用证中常见的词汇和词组有：Advising Bank Notifying Bank Advised through 议付行（The Negotiation bank）议付行就是购买出口商的汇票及审核信用证项下规定单据的银行。信用证中常见的词汇或词组有：Negotiation Bank Honouring Bank 付款行（Paying Bank）付款行就是经开证行授权按信用证规定的条件向受益人付款的银行。Paying Bank Drawee Bank 保兑行（confirming Bank）保兑行就是对开证行开立的信用证进行保兑的银行，通常以通知行作为保兑行，或者是第三家银行。保兑行与开证行一样承担着第一性的付款责任。、承兑行（Accepting Bank）

(二)、信用证议付的有效期和到期地点（Validity and Place of Expiry）的表述文句 信用证中常见的议付有效期和到期地点的描述常常是这样的：1、直接写明到期日和到期地点名称 Expiry date: March.07,2004 in the country of the beneficiary for negotiation. 此信用证的有效期：2004年3月7日前，在受益人国家议付有效。 Expiry dae: May.06,2004 Place CHINA. 信用证到期日：2004年5月6日，地点：中国 This credit remains valid/force/good in China until March.08,2004 inclusive. 本信用证在中国限至2004年3月8日前有效（最后一天包括在内）。 Drafts must be presented to the negotiating (or drawee)bank not later than Oct.10 ,2004. 汇票不得迟于2004年10月10日议付。 This Letter of Credit is valid for negotiation in China until Oct.16,2004. 本信用证于2004年10月16日止在中国议付有效。 Expiry date July.17,2004 in the country of the beneficiary unless otherwise stated. 除非信用证另有规定，本证于2004年7月17日在受益人国家到期。 Drafts drawn under this credit must be

negotiated in China on or before Sep.03,2004 after which date this credit expires. 凭本证项下开具的汇票要在2004年9月3日或该日以前在中国议付，该日以后本证失效。 This credit is available for negotiation or payment abroad until Nov.17,2004. 此证在国外议付或付款的日期到2004年11月17日。 This credit shall remain in force until Oct.10,2004 in China. 此证到2004年10月10日为止在中国有效。 2、也有的信用证是以“交单日期”、“汇票日期”等来表达信用证的有效期限的。 This credit shall cease to be available for negotiation of beneficiary ' s drafts after Mar.08,2004. 本信用证受益人的汇票在2004年3月8日前议付有效。 Bill of exchange must be negotiated within 15 days from the date of Bill of Lading but not later than 05.May,2004. 汇票须自提单日期起15天内议付，但不得迟于2004年5月6日。 Negotiation must be on or before the 15th day of shipment. 自装船日起15天或之前议付。 Documents must be presented for negotiation within 10 days after shipment date. 单据须在装船后10天内提示议付。 Documents to be presented to negotiation bank within 15 days after shipment effected. 单据须在装船后15天内交给银行议付。 > (三)、信用证的金额和币制 (Amount and Currency of Credit) 的表述文句 信用证的金额和币制是信用证的核心内容，在信用证中的表达方式大致相似： Amount USD2,000.00 金额，美元2,000.00元 For an amount USD..... 美元金额.....元 A sum not exceeding total of USD..... 总金额不超过.....美元 Up to an aggregate amount of USD..... 总金额.....美元 (四)、信用证中常见的汇票条款 This credit is available with any Bank in China by negotiation drafts at sight Drawee Hongkong and Shanghai

Banking Corporation Ltd, London. 此信用证在中国境内任何银行议付有效，即期汇票，以香港上海汇丰银行伦敦分行作为付款人。 All drafts drawn under this credit must contain the clause: “ Drawn under Bank of China, Paris credit No.198393 dated 15th.May,2004 ” . 所有凭本信用证开具的汇票，均须包括本条款：“（本汇票）凭巴黎中国银行2004年5月15日所开出第198393号信用证开具”。 Drafts are to be drawn induplicate to our order bearing the clause “ Drawn under Bank of China, Singapore Irrevocable Letter of Credit No.194956 dated July.17, 2003 ” . 汇票一式二份，以我行为抬头，并注明“根据中国银行新加坡分行2003年7月17日第194956号不可撤销信用证项下开立”。 Drafts drawn under this credit must be presented for negotiation in Hangzhou, China on or before 25rh.June,2004. 凭本信用证开具的汇票须于2004年6月25日前（包括25日这一天在内）在中国杭州提交议付。 Drafts are to be drawn under this credit to be marked “ Drawn under Bank of China, New York L/C No. 1956717 dated May.06,2004 根据本证开出的汇票须注明“凭中国银行纽约分行2004年5月6日第1956717号不可撤销信用证项下开立”。 Drafts in duplicate at sight bearing the clauses “ Drawn under Bank of China, Hongkong L/C No. 198393 dated July.17,2004 ” . 即期汇票一式二份，注明“根据中国银行香港分行信用证198393号，日期2004年7月17日开具”。 Drafts bearing the clause “ Drawn under documentary credit No. 19181117 of Bank of China, Dubai Branch ” . 汇票注明“根据中国银行迪拜分行跟单信用证第19181117号项下开立”。 填写汇票时一般要注意的事项是：汇票金额不能超过信用证规定的金额，

如果信用证金额前有“大约”(ABOUT、CIRCA)或类似意义的词语(如APPROXIMATELY)时,应解释为信用证允许有不得超过10%的增减幅度。例如:信用证规定ABOUT USD10,000.00,则交来的汇票金额不得超过USD11,000.00,也不能低于USD9,000.00。

(五)信用证中货物描述(Description of Goods)的文句 信用证中货物描述栏里的内容一般包括货名、品质、数量、单价、价格术语等。装运港交货的三个术语最常用:CIF、CFR、FOB。还有FCA、CIP、CPT等等也常在信用证和合同中出现。

(六)信用证中单据条款(Clauses on Documents)的描述 信用证项下要求提交的单据多种多样,但是通常信用证要求的单据有如下几种:

- 1、 汇票(Bill of Exchange).
- 2、 商业发票(Commercial Invoice)
- 3、 原产地证书(Certificate of Origin).
- 4、 提单(Bill of Lading).
- 5、 保单(Insurance Policy).
- 6、 检验证书(Inspection Certificate).
- 7、 受益人证明书(Beneficiary's certificate).
- 8、 装箱单(Packing List)或重量单(Weight list)等等。

信用证中常见的要求提供单据的条款一般是这样打的: Documents required as following 须提交以下单据。 Documents marked "X" below 须提交下列注有"X"标志的单据。 Drafts must be accompanied by the following documents marked "X" 汇票须随附下列注有"X"标志的单据。available against surrender of the following documents bearing the credit number and the full 议付时以提交下列注明本信用证编号及开证人详细姓名、地址的各项单据为有效。 单据要求提交的份数,一般有这样表示的: "in duplicate",解释为“一式二份”,以下类推(triplicate, quadruplicate, quintuplicate, sextuplicate, septuplicate,

octuplicate, nonuplicate, decuplicate)。例如：Signed Commercial Invoice in duplicate. 签字商业发票一式二份。（七）、信用证中“装运条款”（Clauses on Shipment）的表述词语信用证中显示的装运条款通常包括装运期限、是否允许分批和转运以及起讫地点的规定。

1、装运期（DATE OF SHIPMENT）根据国际商会500号规则的规定，如使用“于或约于”之类词语限定装运日期，银行视为在所述日期前后各5天内装运，起讫日包括在内。信用证中常见的装运条款一般有：Shipment from Chinese port to New York not later than Mar.08,2004. 自中国口岸装运货物驶往纽约，不得迟于2004年3月8日。Shipment must be effected not later than May.06,2004. 货物不得迟于2004年5月6日。Bill of Lading must be dated not before the date of this credit and no later than July.17,2004. 提单日期不得早于本信用证开具日期，但不得迟于2004年7月17日。Shipment from Chinese main port for transshipment to Osaka, Japan. 自中国主要港运往日本大阪。Loading in charge: Shanghai China for transport to Dublin, Ireland, latest date of shipment Sep.03,2004. 由中国上海装运至爱尔兰都柏林，最迟装运日期为2004年9月3日。也有的信用证上只是简单打上：Latest date of shipment: Mar.08,2004. 最迟装运日期：2004年3月8日。Shipment to be effected from China for transportation to Colombo, Sri Lanka not later than May.06,2004. 从中国装运到斯里兰卡科伦坡不得迟于2004年5月6日。

2、分批/转运条款（Partial Shipments/Transshipment）在信用证中的表述根据《UCP500》规定，除非信用证另有规定，允许分批装运、分批支款，也允许转运。运输单据表面注明货物系使用同一运输工具并

经同一路线运输的，即使每套运输单据注明的装运日期不同，只要运输单据注明的目的地相同，也不视为分批装运。>

信用证中常见的分批/转运条款有：Partial shipments are allowed and transshipment is allowed. 分批装运和转运是被允许的。Transshipment and Partial shipment prohibited. 不允许分装运和转运。Partial shipment is allowed and transshipment is authorized at Hongkong only. 分批装运允许，转运仅允许在香港。Shipment from Shanghai to Singapore without partial shipment/transshipment. 从上海装运到新加坡，不允许分批/转运。Transshipment is allowed provided “Through Bill of Lading” are presented. 如提交联运提单，转运允许。

(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 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。（十）、跟单信用证统一惯例文句在信用证中的表示文句 This reimbursement instruction is subject to ICC Uniform Rules for bank to bank reimbursement(URR525). This credit is issued subject to the U.C.P. for documentary credits, 1993 revision, I.C.C. Publications No.500. Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary credits UCP(1993 Revision)International Chamber of Commerce Publication No,500. 除非另有规定外，本信用证根据国际商会1993年修订本第500号出版物“跟单信用证统一惯。 > 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