

*Documents Practice in
International Trade (3rd Edition)*

国际贸易单证实务

(第三版)

吴国新
李元旭
何一红
编著



清华大学出版社

附光盘1张
实用的教学资源

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北 京

内 容 简 介

本书突出“应用型”,注重实际操作能力的培养。全书共13章,按照作者多年从事教学与研究所形成的较为独特的体系进行安排,内容主要包括国际贸易单证的基本要求、流程和发展趋势,交易磋商和合同的签订,国际贸易结算方式,信用证在国际贸易结算中的运用,汇票,发票,运输单据,保险单据,原产地证书,检验检疫单证,进出口货物报关单,进出口许可证及其他单据。书后还附有单证常用英文词汇表,以便读者查阅。

国际贸易和结算方面的国际惯例近两年有了新的变化和发展,为了及时反映这方面的变化,第三版在第二版的基础上作了相应的改进,力求呈现给读者更新、更好的内容。

本书既有理论知识,又有实践操作,并且配备大量的模拟练习题,对于读者顺利通过我国的外销员资格考试、国际商务单证资格考试、国际货代和物流等资格考试均有很大的帮助。可供高等院校国际经济与贸易学、国际货代、国际物流专业本科学生使用,也可供业务部门作培训教材,还可供外贸、国际运输等领域理论工作者和实际工作者参考阅读。

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在当今的国际贸易实践中,从贸易磋商、合同的签订到最终货款结算的全过程,几乎都离不开单证工作。在单证工作中,如稍有疏忽,就会给对外贸易带来不应有的损失,甚至是严重的后果。因此,这对我国高校经贸专业的教学提出了较高要求,特别是对与单证工作密切相关的国际贸易单证实务操作的教学,提出了更加严格的要求。

随着我国对外贸易的发展,银行单证结算部、外贸公司、货代公司、航运公司以及物流公司需要大量具有单证操作能力的专业人员。为适应这一需求,我们于2005年编写了《国际贸易单证实务》,得到业界同仁和兄弟院校的肯定,该教材自出版以来,销售量已突破11.58万册。近几年来,国际贸易和结算方面的国际惯例有了新的变化和发展,例如:国际商会(ICC)修订的《跟单信用证统一惯例》第600号出版物(简称UCP 600,2007年7月1日生效);国际商会修订的 *Incoterms 2010*,于2011年1月1日开始生效。另外,我国对外贸易相关政策、形势和汇率等都发生了较大变化等。为了使本教材能够及时反映这方面的变化,我们决定再次对教材进行修订改版,以更好的质量和内容奉献给兄弟院校和广大读者。

本版的篇目章节安排基本与第二版保持一致,主要在以下几方面进行了修订:① 全书涉及贸易术语部分,都按照 *Incoterms 2010* 版本进行修改;② 根据我国汇率的变化,对相关报价核算及计算部分进行修订;③ 每章后的习题详解、帮助与提示采用光盘的形式与教材一起出版。

修订后的教材主要体现以下特色:① 突出理论性、应用性和实践性。注重理论与实践相结合,力求原理清晰、实务突出,有利于培育学生综合应用能力和实际操作能力。② 实务部分注重应用性和操作性,该部分的知识内容力求与外贸公司的实际业务紧密相连,强调案例分析 and 单证操作。③ 单证齐全,注重操作。单证来源于外贸公司、银行、货代公司和航运公司,密切贴近实际。书中有大量的操作题,对提高学生的动手操作能力有很大的帮助。④ 与资格考试密切联系,实用性强。书中有大量的练习题,习题均以目前我国经济类各种资格考试的题型为基础,本书对学员参加全国国际商务单证资格考

试,国际货运代理从业人员资格考试,报关员、报检员、助理国际商务师和外销员资格考试均有很大的帮助。

本教材单证及案例素材的来源主要有:本书作者1995年到中国银行上海市浦东分行国际贸易结算部教学实践时索取的资料;外贸公司、货代公司和物流公司的朋友、同学以及毕业后从事相关工作的学生提供的单据。同时,在近十多年来,本书作者在外贸类公司进行企业内训和专业培训中收集的素材。在此要说明的是,该教材在采用这些原始资料和案例的过程中都作了一些修改,已不存在泄露商业秘密的问题,请对本教材的编写有过帮助的有关人士放心,在此一并向你们表示衷心的感谢。当然,这套教材的问世,还要特别感谢中国银行浦东分行的李加林主任和上海应用技术学院的邬适融教授当年给本书作者提供的实习机会和多年来所给予的关心和帮助,借此机会向你们表示最真诚的谢意。

为了教学的方便,我们出版了与本书配套的指导教材《国际贸易单证实务学习指导书(第三版)》,包含每章要点讲解、重要概念、帮助与提示、每章同步练习以及综合练习,供学生模拟练习之用。为了使教师高效、便捷地使用本教材,特提供免费的电子课件(修订版)下载服务,读者可登录清华大学出版社网站(www.tup.com.cn)免费下载。

本教材由上海对外贸易学院工商管理学院吴国新教授,复旦大学管理学院企业管理系副主任、博士生导师李元旭教授和上海市对外经济贸易教育培训中心何一红老师等编著。

由于时间仓促,加之编者水平与经验有限,本教材在内容、编排和格式等方面,难免有不妥之处,敬请同行和广大读者指正。

吴国新 李元旭 何一红
2012年2月28日于上海

PREFACE

Documents transactions is indispensable to current international trade in terms of trade negotiation, signature of contract and settlement of payment. Therefore, highly demanding standard of relevant teaching and learning in trade and economy, especially these closely related to documents transaction in international trade arises to meet with the fact that slight neglect in documents transaction tends to result in unwanted loss and even serious consequence.

With the development of foreign trade in China, a large number of personals specialized in documents practice are urgently needed by co-operations in the field of settlement department of bank, foreign trade, forwarders, shipping and logistics companies. In conformity to the demand, the authors compiled the teaching material entitled ***Documents Practice in International Trade*** in 2005, which has won support from concerning universities and colleagues. The volume of sales has exceeded 115 800 since the book published. However, there have been consecutive developments in international practice on international trade and settlement in recent years. For instance, the latest revised 600th publication (*UCP600*, effected on July 1st 2007) in L/C standardized practice by international chamber of commerce (ICC); *Incoterms 2010* revised by ICC, which took effect on January 1st, 2011; as well as changes of policy, drawbacks and exchange rate in China.

The content in respective chapters and sections keeps conformity with the second version except the following revisions: ① The trade terms in this book are revised according to the *Incoterms 2010*. ② According to changes of policy and exchange rate in China, the quotation related and partial calculation are revised. ③ CD-ROM form of each exercise of the chapter, help and tips published in conjunction with textbook.

The features in the revised version are as follows: ① Stress is laid on both theory and practice with focus on the combination of

practice and theory, favorable to the cultivation of operating skills. ② To highlight case studies and document transaction, applicability is focused on in the practice section in a bid to relate the content to business in foreign trade companies. ③ Complete documents are from foreign trade companies, banks, forwarders and shipping companies with a number of exercises aiming at the cultivation of students' practical skills. ④ The materials are closely related to a variety of qualification tests in economics. Many exercises are devised with reference to a wide range of qualification tests, which is helpful for the students to pass the qualification tests.

The documents in the teaching material stem from the following major parts: the documents collected when the Author conducted training practice in the settlement department of international trade in Shanghai Pudong division of Bank of China and in some foreign trade companies in 1995. In addition, documents are offered by some friends and schoolmates in companies in the field of foreign trade, Forwarders and Logistics Companies along with some of our students engaged in such relevant work. Meanwhile, in recent years' training of personals in the specific field of international marketing, declaration of customs and Logistics, we have accumulated relevant practiced knowledge. However what should be made clear is that those who have given us original documents can feel assured although this book is written on the basis of such documents, we, made some alternations on the original documents to safeguard against lacking commercial secrets. Hereby we feel sincerely obliged to all that give us an aid in the publication of the volume, especially Li Jialin dean of Pudong division of Bank of China and Professor Wu Shirong in Shanghai Institute of Technology for their care, help and provision of practice opportunities.

In order to help teacher use the textbooks more efficiently, we now have a book—***Guidance to Documents Practice in International Trade*** and a correlative teaching software devoted to this book which readers can download freely at <http://www.tup.com.cn>.

This textbook is written by Professor Wu Guoxin (School of Management, Shanghai Institute of Foreign Trade), Professor Li Yuanxu (the supervisor of doctor and deputy dean in Business Administration Department of Administration Institute in Fudan University) and He Yihong (Shanghai Education and Training Center of Foreign Economic and Trade).

Slips might occur in terms of content, patterning, etc. Any correction and Guidance is appreciable.

Wu Guoxin Li Yuanxu He Yihong
IN SHANGHAI
Feb. 28th, 2012

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第一章 国际贸易单证的基本要求、流程和发展趋势



案例分析

【案例】

2011年10月31日,上海新龙股份有限公司收到创鸿(香港)有限公司通过香港南洋商业银行开来的编号为 L8959344 的信用证。请根据双方签订的合同(CONTRACT NO.: GL0082)对信用证进行审核,指出信用证存在的问题并作出修改。

合 同 CONTRACT

ORIGINAL

THE SELLER: SHANGHAI NEW DRAGON CO., LTD.

CONTRACT NO.: GL0082

27 CHUNGSHAN ROAD E. 1, SHANGHAI, CHINA

DATE: Oct. 5, 2011

TELEPHONE: 86-21-63218467 FAX: 86-21-63291267

PLACE: SHANGHAI

THE BUYER: SUPERB AIM(HONG KONG)LTD.,

RM. 504 FUNG LEE COMM BLDG. 6-8A PRATT AVE., TSIMSHATSUI,
KOWLOON, HONG KONG

THE BUYER AND SELLER HAVE AGREED TO CONCLUDE THE FOLLOWING TRANSACTIONS
ACCORDING TO THE TERMS AND CONDITIONS STIPULATED BELOW:

1. COMMODITY & SPECIFICATION PACKING & SHIPPING MARK	2. QUANTITY (PCS.)	3. UNIT PRICE	4. AMOUNT
80% COTTON 20% POLYESTER LADIES KNIT JACKET		CIF H. K.	
ART. NO. 49394(014428)	600	US \$ 14. 25	USD 8 550. 00
ART. NO. 49393(014428)	600	US \$ 14. 25	USD 8 550. 00
ART. NO. 55306(014429)	600	US \$ 14. 25	USD 8 550. 00
REMARKS: 1) EACH IN PLASTIC BAGS, 24 BAGS TO A CARTON, TOTAL 75 CARTONS 2) SHIPPING MARK: SUPERB H. K. NO. 1-75 MADE IN CHINA			TOTAL: USD 25 650. 00
TOTAL VALUE: SAY US DOLLARS TWENTY-FIVE THOUSAND SIX HUNDRED AND FIFTY ONLY.			

TIME OF SHIPMENT: Within 45 days of receipt of Letter of Credit and not later than the month of Dec. 2011
with partial shipments and transshipment allowed.

PORT OF LOADING & DESTINATION: FROM SHANGHAI TO HONG KONG

TERMS OF PAYMENT: By 100% Confirmed Irrevocable Sight Letter of Credit opened by the buyer to reach the Seller not later than Oct. 31th, 2011 and to be available for negotiation in China until the 15th day after the date of shipment. In case of late arrival of the L/C, the Seller shall not be liable for any delay in shipment and shall have the right to rescind the contract and/or claim for damages.

INSURANCE: To be effected by the seller for 110% of the CIF invoice value covering ALL RISKS AND WAR RISK as per China Insurance Clauses.

TERMS OF SHIPMENT: To be governed by "INCOTERMS 2010". For transactions concluded on CIF terms, all surcharges including port congestion surcharges, etc. levied by the shipping company, in addition to freight, shall be for the Buyer's account.

The Buyer:

SUPERB AIM(HONG KONG)LTD.,

The Seller

SHANGHAI NEW DRAGON CO., LTD.

国外来证:

07OCT20

14:57:32

LOGICAL TERMINAL POO5

MT:S700

ISSUE OF DOCUMENTARY CREDIT

PAGE 00001

FUNC SWPR3

UMR 00182387

APPLICATION HEADER 0700 1547 970225 SAIB H. K. JTC×××3846 202024 001015 1447

◆ NANYANG COMMERCIAL BANK LTD.

◆ HONGKONG

USER HEADER

SERVICE CODE 103;

BANK PRIORITY 113;

MSG USER REF 108;

INFO. FROMC1 115;

SEQUENCE OF TOTAL ◆ 27;1/2

FORM OF DOC. CREDIT ◆ 40;IRREVOCABLE

DOC.CREDIT NUMBER ◆ 20;L8959344

DATE OF ISSUE ◆ 31C;20111020

EXIPRY ◆ 31D;DATE 20111231 AT NEGOTIATING BANK'S COUNTER

APPLICANT ◆ 50;SUPERB AIM(HONGKONG)LTD. HONGKONG

BENEFICIARY ◆ 59;SHANGHAI NEW DRAGON CO. ,LTD.

27 CHUNGSHAN ROAD E. 1

SHANGHAI,CHINA

AMOUNT ◆ 32B;CURRENCY USD AMOUNT 25 650.00

AVAILABLE WITH/BY ◆ 41D;NANYANG COMMERTIAL BANK,LTD. H. K.

BY NEGOTIATION

DRAFTS AT... ◆ 42C;DRAFTS AT 20 DAYS' SIGHT FOR FULL

INVOICE VALUE

DRAWEE ◆ 42A;NANYANG COMMERCIAL BANK,LTD.

PARTIAL SHIPMENTS ◆ 43P;ALLOWED

TRANSSHIPMENT ◆ 43T;PROHIBITED

LOADING IN CHARGE ◆ 44A;SHIPMENT FROM CHINESE PORT(S)

FOR TRANSPORT TO ◆ 44B;SINGAPORE/HONGKONG

LATEST DATE OF SHIP ◆ 44C;20111215

DESCRIPTION OF GOODS ◆ 45A;80% COTTON 20% POLYESTER LADIES KNIT JACKET

AS PER S/C NO. GL0082

ART. NO. QUANTITY UNIT PRICE

49394(014428) 600 PIECES USD 14. 25

49393(014428) 600 PIECES USD 14. 25

55306(014429) 600 PIECES USD 14. 25

PRICE TERM;CIF H. K.

DOCUMENTS REQUIRED ◆ 46A;

+3/3 SET OF ORIGINAL CLEAN ON BOARD OCEAN BILLS OF LADING MADE OUT TO ORDER OF SHIPPER AND BLANK ENDORSED AND MARKED "FREIGHT COLLECT" NOTIFY APPLICANT (WITH FULL NAME AND ADDRESS).

- + ORIGINAL SIGNED COMMERCIAL INVOICE IN 5 FOLD INDICATING S/C NO.
- + INSURANCE POLICY OR CERTIFICATE IN TWO FOLD ENDORSED IN BLANK, FOR 120 PCT OF THE INVOICE VALUE INCLUDING; THE INSTITUTE CARGO CLAUSES(A), THE INSTITUTE WAR CLAUSES, INSURANCE CLAIMS TO BE PAYABLE AT DESTINATION IN THE CURRENCY OF THE DRAFTS.
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- + BENEFICIARY'S CERTIFICATE STATING THAT ALL DOCUMENTS HAS BEEN SENT WITHIN 2 DAYS AFTER SHIPMENT.

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ALL BANKING CHARGES OUTSIDE HONGKONG INCLUDING REIMBURSEMENT COMMISSION ARE FOR ACCOUNT OF BENEFICIARY.

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INSTRUCTION ◆ 78:

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TRAILER: ORDER IS <MAC:><PAC:><ENG:><CHK:><PDE:>

MAC: 3CDDFF763

CHK: 8A1AA1203070

【分析】

单证业务是国际贸易业务的一个重要组成部分,从签订合同开始到履行合同的全过程,每一个环节都需要单证的缮制、处理、交换和传递。这一过程不能存在丝毫差错,否则就有可能给企业带来经济损失,因此,在缮制单证时必须做到正确、完整、及时、简洁和严谨。本案例主要涉及信用证的审核,一般来说其审核内容主要包括信用证本身的审核,有关货物条款、运输、保险和支付条款的审核,以及单据等方面的审核。本案例作为一个引子,意在强调国际贸易单证在国际贸易中的重要性。

本案例分析如下：

1. 信用证的性质不符合合同的要求,应将信用证不保兑(Without Confirmation)改为保兑(Confirmed)信用证。
2. 议付地、到期地均为香港(HONGKONG),应改为上海(SHANGHAI);议付银行NANYANG COMMERCIAL BANK,LTD. H. K. 应改为国内银行。
3. 汇票的付期限不符,应将 AT 20 DAYS,SIGHT,改为 AT SIGHT。
4. 转船规定与合同规定不符,应将 TRANSSHIPMENT PROHIBITED 改为 TRANSSHIPMENT ALLOWED。
5. 目的港不符合合同规定,合同为 HONGKONG,而信用证却规定为 SINGAPORE/HONGKONG。
6. 运费条款有误,因合同规定为 CIF 贸易术语,因此,应将运费条款“Freight Collect”改为“Freight Prepaid”。
7. 保险金额与合同规定不符,应将发票金额的 120%改为 110%。
8. 保险条款有误,应将“THE INSTITUTE CARGO CLAUSE(A),THE INSTITUTE WAR CLAUSE”改为“ALL RISKS AND WAR RISK AS PER CHINA INSURANCE CLAUSES”。
9. 对货物包装的要求与合同规定不符,应删去“COLORED”一词。
10. 检验条款应删去“THE INSPECTOR DESIGNATED BY THE BUYER”,这是信用证软条款。

第一节 国际贸易单证的基本要求和业务流程

从广义上来说,国际贸易单证(Documents),是指在国际贸易结算中使用的单据、文件与凭证,在国际货物的交付、运输、保险、商检报关以及结汇等环节所处理的各种证明文件。而狭义的单证是指单据和信用证,本书要讲解的是狭义的单证。根据国际商会的《跟单信用证统一惯例》第 600 号出版物(简称 UCP 600)的规定:“在信用证业务中,各有关方面当事人处理的是单据而不是有关的货物、服务或其他行为。”由此可见,单证的处理在国际贸易中尤为重要。

国际贸易单证从不同的角度可以分为不同的类型。从单证的用途来分,大致可以分为商业单据(商业发票、装箱单等)、货运单据(海运提单、空运单、托运单等)、保险单据和金融单据(汇票、支票和本票等)以及官方单据(原产地证书、海关发票、检验检疫证书等)等。

一、国际贸易单证的基本要求

在国际贸易中,制单水平的高低事关出口方能否安全迅速结汇收汇和进口方能否及时接货。所以,缮制单证必须符合国际贸易惯例和有关法律法规的规定以及进出口双方的实际需要。其基本要求是正确、完整、及时、简洁和严谨。

(一) 正确

正确是一切单证的前提,要做到四个“一致”。

1. 证、同一致。在以信用证为付款方式的交易中,买方开给卖方的信用证,其基本条款应

该与合同内容保持一致,否则卖方应要求买方修改信用证,以维护合同的严肃性。

2. 单、证一致。银行在处理信用证业务时应坚持严格相符的原则,卖方提供的单据,即使一字之讹,也可成为银行及其委托人拒绝付款的理由。

3. 单、单一致。国际商会 UCP 600 规定:“单据之间表面上互不一致者,将被认为表面上不符信用证条款。”例如,货运单据上的运输标志(Shipping Mark)如与装箱单上的运输标志存在差异,银行就可拒绝付款,尽管信用证上并没有规定具体的运输标志。

4. 单、货一致。单据必须真实地反映货物。如果单据上的品质、规格、数量与合同、信用证完全相符,而实际发运的货物以次充好或以假乱真,这就有悖于“重合同、守信用”的基本商业准则。尽管在信用证业务中,银行所处理的是单据而不是与单据有关的货物,只要单、证相符,单、单相符,银行就应付款。但如果所装货物不符合合同条款要求,买方在收货检验后仍然有权根据合同向卖方索赔和追偿损失。

另外,值得注意的是处理的单据必须与有关惯例和法规规定相符合。例如,世界各国银行在信用证业务中,绝大多数都在证内注明按照国际商会的 UCP 600 来解释。银行在审单时,除信用证另有特殊规定外,都是以 UCP 600 作为审单的依据。因此,在缮制单据时,应注意不要与 UCP 600 的规定相抵触。

(二)完整

单据的完整性是指信用证规定的各项单据必须齐全,不可缺少,单据的种类、每种单据的份数和单据本身的必要项目都必须完整。

有些单据必须按照有关的国际法规和惯例办理。例如,提单和汇票都有它的主要事项,如缺少“主要项目”,即属不完整的单据,因而也就失去了它的法律效力。再如,国际商会《跟单信用证统一惯例》规定,凡信用证要求提供“已装船提单”(Shipped B/L),提单的承运人必须在该提单上作成“装船批注”(On Board Notation),如果该提单未按规定加上“已装船”(On Board)字样和装船日期等必要批注,银行将会拒绝接受,理由就在于“装船批注”的不完整。

完整的另一含义是指单证群体的完整性,如果缺少一套单据中的某一种,就破坏了单证群体的完整,不能被银行所接受。

(三)及时

即处理单证要在一定时间内完成。国际贸易单证的时间性表现如下:

1. 单证之间的时间差必须符合进出口的程序。例如,运输单据的签发日期不能早于装箱单、检验证书和保险单的签发日期,否则就不符合逻辑,将被银行拒绝接受。

2. 单证本身的时限不可逾越。信用证一般都有装运期和有效期的规定,前者是对运输单据装运日期有限制,后者是对卖方向银行交单时期的限制。一经逾越,就失去信用证保证履行付款责任的条件,银行可以拒绝接受。

3. 单证的处理,除合同、信用证有特殊规定外,原则上应力求赶先不拖后,须知早出运、早交货、早结算可以加速货物和资金的流通,这是符合买卖双方共同利益的。

(四)简洁

单证的内容应力求简洁,避免不必要的繁琐。具体要求单证格式的规范化,内容排列的行次整齐、字迹清晰,纸面洁净,格式美观等。