

PRACTICAL BANKING ENGLISH READINGS

银行业务实用英语读本

主编 李 芬

- ☐ Dialogue on Banking Business
- ☐ Negotiable Instruments
- ☒ Letter of Credit and Collection
- ☐ Bank Guarantee
- ☐ Basic Terms of Loan Agreement

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PRACTICAL BANKING ENGLISH READINGS
银行业务实用英语读本 3

信用证与托收

编著 邓勇 肖英男

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前 言

信用证和托收,是目前广泛运用于国际贸易结算的最主要的两种国际支付方式。随着我国对外贸易和外向型经济的发展,越来越多的企业获得了进出口经营权,为此,许多银行开办了国际贸易结算业务。做好信用证和托收业务不仅涉及国际贸易的基本知识,还要求有较高的专业英语水平和丰富的实践知识。为帮助从事国际贸易和国际贸易结算的有关人员熟悉和掌握信用证和托收业务的基础知识,促进英语水平的提高,我们编写了《信用证与托收》这本书。

本书分为三部分。第一部分信用证,主要介绍各类信用证的定义、特点、业务流程、主要条款、参考英文格式及有关业务函电等;第二部分托收,重点介绍托收的定义、业务流程、各方当事人的责任和义务、有关英文格式和业务函电等;第三部分单据,主要介绍国际贸易结算中常见的单据种类、作用和格式。

因国际商会制定的《跟单信用证统一惯例》(1993年修订本)和《托收统一规则》(1995年修订本),已成为国际间信用证及托收业务的统一规范,为便于学习,本书将二者的中英文版本收进附录。

本书第一部分由邓勇编写;第二部分和第三部分由肖英男编写。我们希望本书能对从事进出口贸易和银行国际贸易结算工作的有关人员有所帮助,但由于我们水平有限,时间仓促,书中难免存在错误、缺点,敬请读者批评指正。

编 者

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高级顾问:

张德宝 张燕玲

英文指导:

陈士彬 俞大玺

编委:

李 芬 邓 勇

马克明 樊 巍

陈和言 肖英男

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Part One

1. Letter of Credit

A letter of credit is a written undertaking to pay money. Under the letter of credit payment is generally conditioned upon presentation of a draft or other written demand for payment, together with other specified documents. If a letter of credit requires certain documents in addition to a draft or demand for payment, it is commonly referred to as a documentary letter of credit. If the additional documents relate to a sale of goods, the letter of credit is also referred to as a commercial documentary letter of credit. If the letter of credit only requires presentation of a draft or demand for payment, and no other documents, it is referred to as a clean letter of credit.

In modern practice, the letter of credit transaction generally involves the following parties:

(1) The applicant. This is usually the buyer under the contract of sale. The Uniform Customs and Practice for Documentary Credit ("UCP") refers to the buyer as the customer, but more often refers to him as the applicant for the credit. In the United States, the applicant is also called the account party. The applicant is generally requested to fill up the application form

which gives the issuing bank a charge over the goods and their documents of title, and assume obligation to reimburse the issuing bank if the payment is correctly made.

(2) The issuing bank. When a bank issues a letter of credit at request of the applicant for the credit, such a bank is referred to as the issuing bank, or called the opening bank in the United States. The issuing bank gives an undertaking, as principal, to pay against correct documents in accordance with the instruction of the buyer.

(3) The beneficiary. This is the seller under the contract of sale. Providing that the beneficiary presents correct documents to the bank, he will be entitled to receive payment, irrespective of whether any dispute has arisen on the contract of sale.

(4) The advising bank. The issuing bank usually has a correspondent bank advise, or notify, the beneficiary of the letter of credit. Such a bank is referred to as the advising bank; it is also occasionally referred to as the notifying bank. The obligation of the advising bank is limited to the accurate transmission of the terms and conditions of the letter of credit; it assumes no other liability to the beneficiary.

(5) The confirming bank. For various reasons, it is often desirable to have another bank undertake the same obligations assumed by the issuing bank. When this other bank holds itself out to the beneficiary as responsible for performance under the terms of the letter of credit, it is called the confirming bank.

(6) The paying (or accepting) bank. The issuing bank may designate another bank (which could also be the advising bank), to effect either the payment or the acceptance under the letter of

credit. Such a party is referred to as the paying bank or the accepting bank, as the case may be. Upon payment by the paying or accepting bank, the bank is entitled to reimbursement from the issuing bank. Neither the paying bank nor the accepting bank is obligated to pay or accept under the credit.

(7) The negotiating bank. If the letter of credit is a negotiation credit, the bank that purchases drafts thereunder is referred to as the negotiating bank. The negotiating bank is not obligated to purchase drafts under the credit.

(8) The claiming bank. When a bank completes the payment, acceptance, or negotiation in accordance to the instruction of the issuing bank, it is entitled to request the issuing bank or the bank nominated by the issuing bank to cover the equivalent of the payment made. Such a bank is referred to as the claiming bank.

(9) The reimbursing bank. When the claiming bank claims reimbursement, the issuing bank may nominate a bank to make reimbursement on behalf of itself. The nominated bank is referred to as the reimbursing bank.

The procedure of documentary credit operation may be summarized as follows:

① Buyer and seller enter into a contract of sale calling for settlement by documentary credit.

② The buyer (the applicant) requests his bank (the issuing bank) to issue a documentary credit in favour of the seller (the beneficiary).

③ The letter of credit is transmitted by airmail, or by telex/cable, to a bank in the beneficiary's country (the advising bank)

④ The advising bank notifies the seller (the beneficiary) of the terms and conditions against which payment or negotiation or acceptance may be made. The seller should check the letter of credit against the contract of sale to ensure he can comply with the credit requirements.

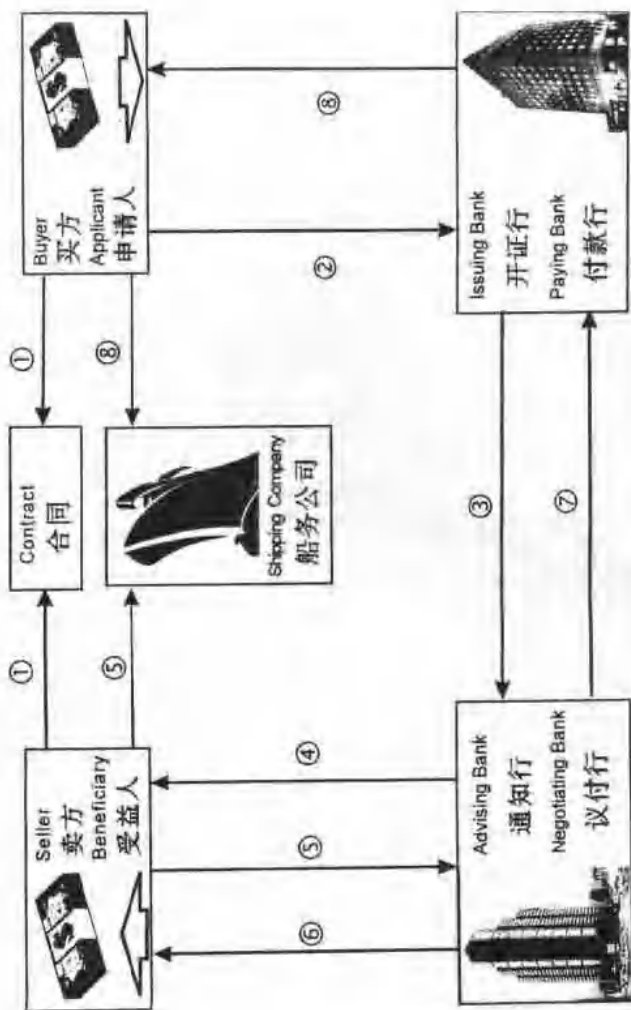
⑤ The seller ships the goods and presents his documents to the advising bank for settlement.

⑥ The advising bank examines the documents against the credit and, if in order, settles with the seller.

⑦ The advising bank forwards documents to the issuing bank claiming reimbursement as agreed between the two banks.

⑧ The issuing bank examines the documents and forwards them to its customer, the buyer, who pays for them in due course and takes delivery of goods.

The above-said procedure is illustrated as follows:



参考译文:

信用证

信用证是一种支付款项的书面承诺。一般来说,信用证是以提示汇票或其他书面支付命令,以及其他特定的单据为付款条件。如果一个信用证要求汇票或支付命令附加某些单据,通常被称为跟单信用证。如果附加的单据与销售货物有关,这类信用证也被称为商业跟单信用证。如果信用证只要求提示汇票或支付命令而不要其他单据,这类信用证称为光票信用证(无跟单信用证)。

现代的信用证业务常涉及下列当事人:

1. 申请人。指销售合同中的买方。“跟单信用证统一惯例”(简称 UCP)把买方称为“客户”,但最常用的称呼是“信用证申请人”。在美国申请人又被称为被记帐人。信用证申请人通常要填写一份开证申请书,申请人以货物以及代表货物所有权的单据向开证行担保,并承担对开证行正当付款的偿还责任。

2. 开证行。当一家银行应申请人的要求开出信用证后,这家银行就称为开证行(issuing bank),在美国也叫做“opening bank”(开证行)。开证行作为(买方)代理人,承诺凭符合买方要求的正确无误的单据进行付款。

3. 受益人。指销售合同中的卖方。只要受益人向银行提交正确无误的单据,不管销售合同有何争议,受益人都将有权收到支付的款项。

4. 通知行。开证行一般是找一家代理行将信用证通知给受益人。这家银行称为通知行(advising bank),有时也会叫做“notifying bank”。通知行的责任只限于准确转达信用证的条款,对受益人不承担别的责任。

5. 保兑行。由于种种原因,经常需要有另一家银行承担与开证行相同的责任。当这家银行向受益人承诺自己履行信用证条款

责任时,这家银行就被称为保兑行。

6. 付款(或承兑)行。开证行可以指定另一家银行(也可能是通知行),进行信用证项下的付款或承兑付款。这家银行称为付款行或承兑行(依情况而定)。当该银行付款或承兑付款时,其有权从开证行得到补偿。付款行或承兑行不承担在信用证项下必须付款或承兑的义务。

7. 议付行。如果信用证是议付信用证,买入该证汇票的银行称为议付行。议付行不承担必须购买信用证项下汇票的义务。

8. 索汇行。一家银行按开证行的指示完成了付款、承兑付款或议付,就有权要求开证行或开证行指定银行偿还与其支付等值的款项。这家银行就称为索汇行。

9. 偿付行。索汇行提出索汇时,开证行会指定一家银行代替开证行偿付。这家指定银行称为偿付行。

跟单信用证的业务流程可以归纳为以下几步:

① 买方和卖方签订以跟单信用证结算的销售合同。

② 买方(申请人)要求其银行(开证行)开立一份以卖方(受益人)为受益人的跟单信用证。

③ 信用证用航邮或电传/电报传递给受益人所在国的一家银行(通知行)。

④ 通知行将信用证的条款——根据这些条款完成付款、议付或承兑付款,通知卖方(受益人),卖方将信用证与销售合同核对以保证其能履行信用证的要求。

⑤ 卖方装运货物并将其单据提交通知行进行结算。

⑥ 通知行对照信用证审核单据,如果单据无误,与卖方进行结算。

⑦ 通知行将单据寄往开证行,并按两行间的约定索汇。

⑧ 开证行审核单据,然后将单据交给其客户——买方,买方在适当时候予以付款、提货。

上述业务流程可用下列图示表示(图略)。

The Form of Irrevocable Documentary Letter of Credit

| | | | | |
|--|--------------------------------------|--|--|--|
| NAME OF ISSUING BANK | | Irrevocable Documentary Credit | | Number |
| Place and date of issue | | Expiry Date and Place for Presentation of Documents Expiry Date Place for Presentation | | |
| Applicant | | Beneficiary | | |
| Advising Bank | | Amount | | |
| Partial shipment | Transshipment | Credit available with Nominated Bank: | | |
| <input type="checkbox"/> allowed | <input type="checkbox"/> allowed | <input type="checkbox"/> by payment at sight | | |
| <input type="checkbox"/> not allowed | <input type="checkbox"/> not allowed | <input type="checkbox"/> by deferred payment at: | | |
| <input type="checkbox"/> Insurance covered by buyers | | <input type="checkbox"/> by acceptance of drafts at: | | |
| Shipment as defined in UCP 500 Article 46 | | <input type="checkbox"/> by negotiation | | |
| From: | | against the documents detailed herein | | |
| For transportation to: | | <input type="checkbox"/> and Beneficiary's draft(s) drawn on: | | |
| Not later than: | | | | |
| | | | | |
| Documents to be presented within <input type="text"/> days after the date of shipment but within the validity of the Credit. | | | | |
| We have issued the Irrevocable Documentary Credit as detailed above. It is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, International Chamber of Commerce, Publication No. 500). We request you to advise the Beneficiary | | | | |
| <input type="checkbox"/> without adding your confirmation | | <input type="checkbox"/> adding your confirmation | | <input type="checkbox"/> adding your confirmation, if requested by the Beneficiary |
| Bank-to-Bank Instructions: | | | | |
| This document consists of <input type="text"/> signed page(s) | | | | |
| | | | | Name and signature of the Issuing Bank |

Advice for the Advising Bank

不可撤销跟单信用证标准格式

| | | | | |
|---|--|--|--|----|
| 开证行名称 | | 不可撤销跟单信用证 | | 编号 |
| 开证行地址及开证日期 | | 有效期及交单地点 | | |
| 开证申请人 | | 有效期 | | |
| 通知行 | | 交单地点 | | |
| 查询号 | | 受益人 | | |
| 分批装运 | | 金额 | | |
| <input type="checkbox"/> 准许 <input type="checkbox"/> 禁止 | | <input type="checkbox"/> 准许 <input type="checkbox"/> 禁止 | | |
| <input type="checkbox"/> 买方投保 | | 本信用证凭规定单据和 <input type="checkbox"/> 受益人所签发的以_____为付款人的_____汇票 | | |
| 装运 (依照UCP500第48条的定义解释) 运输从: 至: 不迟于: (日期) | | <input type="checkbox"/> 即期付款 <input type="checkbox"/> 承兑 <input type="checkbox"/> 议付 <input type="checkbox"/> 延期付款 | | |
| | | | | |
| 单据须在发运日后 <input type="checkbox"/> 天内提示, 但不能超过本信用证有效期。 | | | | |
| 我行已开立上述不可撤销跟单信用证。本信用证遵循《跟单信用证统一惯例》(1993年修订本, 即法国巴黎国际商会第500号出版物)。我行请贵行通知受益人 | | | | |
| <input type="checkbox"/> 贵行不加保兑 <input type="checkbox"/> 请贵行加保兑 <input type="checkbox"/> 如受益人要求, 请贵行加保兑 | | | | |
| 开证行指示: | | | | |
| 本信用证共 _____ 页 | | | | |
| 开证行名称及签章 | | | | |

通知行

2. Revocable Credit and Irrevocable Credit

A revocable credit, as the term implies, refers to a letter of credit which is subject to revocation by the issuer even after the beneficiary has been advised of its issuance. Under the provisions of the Uniform Customs and Practice for Documentary Credit (the Uniform Customs), a revocable credit may be amended or cancelled at any time without prior notice to the beneficiary; the issuing bank, however, is bound to reimburse another bank to which such a credit has been transmitted and made available for payment, acceptance or negotiation, for any payment, acceptance or negotiation made by the other bank prior to receipt by it of notice of amendment or cancellation, against documents which appear on their face to be in accordance with the terms and conditions of the credit.

It has been said that revocable credits have no commercial utility in import-export trade, especially in those jurisdictions where government import regulations require a receipt of cash or irrevocable credits as a precondition to maintaining export licences. Therefore, this unsupported undertaking is not usually acceptable to the seller of the goods, unless there is considerable trust between himself and the importer. But from the applicant's