

# PRACTICAL BANKING ENGLISH READINGS

银行业务实用英语读本

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- ☐ 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

THE BASIC TERMS  
OF LOAN AGREEMENT  
信贷协议基本条款

编译 李 荃、陈和言

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# 前 言

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国际信贷是国际金融领域的一项主要业务,而借贷双方拟定和达成信贷协议是国际贷款的一个必不可少的环节,对贷款的顺利实施起着关键作用。通过贷款协议的签订,把有关方在贷款项下应承担的义务和责任以书面条文的形式确定下来,具有法律效力,以保护他们各自正当的权益。随着我国经济的发展和对外资金需求的增加,在客观上要求国内金融机构和企业对外借贷活动中更多地参与贷款协议的有关事宜和熟悉这方面的情况。我们编写《信贷协议基本条款》一书的目的是让有关人员和广大读者对这方面的英文表达方法和条款内容有一个初步的认识,方便大家借鉴利用。

本书以中英文对照的形式分别介绍了协议项下有关贷款的定义、贷款的先决条件、贷款的拨付和偿还、贷款的利息及有关费用的计算和支付、有关方在贷款项下违约应承担的责任及对违约事件应采取的措施等内容,供学习和模仿。此外,我们还在重点提示部分对与国际贷款业务有关的知识进行了介绍,以加深读者对正文的理解。

由于编写时间仓促,本文无论在选材、译文和词汇的编写方面难免有疏漏和错误,请广大读者批评指正。

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## 1. Preamble

### Example Sentence A:

THIS AGREEMENT is made the 5th day of May 1995, between

(1) AAA BANK, a state-owned enterprise organised and existing under the laws of the People's Republic of China, hereinafter called "the Borrower", of the one part,  
and

(2) BBB BANK, of Amsterdam, The Netherlands hereinafter called "the Lender", of the other part,

### WHEREAS

on the basis of mutual benefit and the friendly cooperation between the parties involved and in order to contribute to a further development of the economic relations between the People's Republic of China and the Kingdom of The Netherlands, the Borrower and the Lender have

## 序 言

(参考译文)

### 例句一:

本协议于 1995 年 5 月 5 日由:

(1) AAA 银行——  
根据中华人民共和国法律组建并存在的国营企业, (以下简称“借款人”) 为一方, 和

(2) 荷兰 BBB 银行  
(以下简称“贷款人”) 为  
另一方, 共同签订。

鉴于:

为进一步促进中华人民共和国和荷兰王国之间的经济发展, 借贷双方本着互利、友好合作的精神, 拟达成一项信贷总协议, 为中华人民共和国购买荷兰王国的资本货物、劳务和荷兰建筑公司在中国进行的工程项目

the intention to agree on a framework for the purpose of facilitating financial services in connection with the purchase in the People's Republic of China of capital goods or services originating from the Kingdom of The Netherlands and/or the execution of construction works in China by Dutch construction companies (including equipment and services in connection therewith).

NOW IT IS HEREBY AGREED AS FOLLOWS:

**Example Sentence B:**

WHEREAS, AAA BANK, has agreed with BBB Finance Company to extend their cooperation on making Japanese export credits available to Chinese buyers by way this line of credit for the financing of new machinery, equipment, vessels and generally capital goods and services acquired from Japanese producers by Chinese importers;

WHEREAS, BBB Finance Company, a financing institution whose principal objectives are to grant medium and long

(包括有关的设备与劳务)提供资金便利。

为此,双方达成如下协议:

**例句二:**

AAA 银行和 BBB 融资公司一致同意进一步加强相互的合作,通过出口信贷为中国进口商从日本进口新机械、设备、船舶等资本商品和劳务,提供资金便利。

BBB 融资公司是一个金融机构,其主要宗旨是为日本生产的新的资



term credits for export of new Japanese produced capital goods and services as well as vessels, has agreed to extend this line of credit to AAA BANK on the terms and conditions hereinafter set forth;

Now therefore, the Parties hereto hereby agree as follows:

### Example Sentence C:

To promote the trade between the People's Republic of China and the Federal Republic of Germany, BBB Bank and AAA Bank conclude this General Loan Facility Agreement (hereinafter referred to as "General Agreement"), which contains the general terms and conditions for the partial financing of individual export contracts (each hereinafter referred to as "Export Contract") for the delivery of capital goods by exporters domiciled in the Federal Republic of Germany (hereinafter referred to as "Exporters") to importers in the People's Republic of China (hereinafter referred to as "Importers").

Up to 85% of the total value of each

本货物和劳务及船舶提供中长期贷款。该公司同意根据下列条款向 AAA 银行提供贷款。

为此,双方达成如下协议:

### 例句三:

为了促进中华人民共和国与德意志联邦共和国之间的贸易, BBB 银行和 AAA 银行签订了本贷款总协议(下称“总协议”)。总协议规定了为德意志联邦共和国境内的出口商(下称“出口商”)向中华人民共和国境内的进口商(下称“进口商”)销售资本商品而签订的单项出口合同(下称“出口合同”)提供部分贷款的总条件。

在 BBB 银行与 AAA

individual Export Contract (hereinafter referred to as "Partial Contract Value") shall be financed by an individual loan (hereinafter referred to as "Loan") under the terms and conditions of an individual loan agreement (hereinafter referred to as "Loan Agreement") to be concluded under the terms and conditions of this General Agreement between BBB Bank and AAA Bank.

This being premised, BBB Bank and AAA Bank agree as follows:

银行签订的总协议项下, 最高为每一单项出口合同价格的 85% 部分(下称“部分合同价格”), 可通过签订单项贷款协议(下称“单项贷款协议”)提供贷款。

在上述前提下, BBB 银行和 AAA 银行一致同意:

## 2. Definitions and Interpretations

### Example Sentences:

(1) "Account" means an account with a commercial bank designated by ×× company to which all payments under the relevant Loan shall be made.

(2) "Agreement" means this Agreement with exhibits as amended or modified from time to time.

(3) "Business Day" means a day on which commercial banks are open for business in China or such other places as may be necessary for transactions under this Agreement.

(4) "Loan" means the amount approved and/or disbursed under the Contract in question.

## 定义和说明 (参考译文)

### 例句:

(1)“帐户”指公司在其选定的商业银行开立的帐户,有关贷款项下所有的支付将通过此帐户。

(2)“协议”指本协议和附件或以后的修改文本。

(3)“营业日”指本协议项下在中国或其他支付地商业银行开门营业的日子。

(4)“贷款”指经批准用于有关合同项下支付的金额。

(5) "Contract" means a commercial agreement concluded between the Buyer and the Supplier eligible (partly or in whole) for financing under this Agreement.

(6) "Contract Amount" means the total amount of any Contract approved for financing under this Agreement.

(7) "Disbursement Period" means the period from the first disbursement under each Contract until and including the Consolidation Date.

(8) "Consolidation Date" means, if there is a Disbursement Period as defined in the "Agreement", the date from which the amortization period is calculated.

(9) "Buyer" means an entity in The People's Republic of China entering into Contracts with a Supplier.

(10) "Supplier" means the entity of ××× country entering into Contract(s) with the Buyer.

(5) "合同"指由买方与卖方签订的并可在本协议项下使用贷款的合格的(部分或全部)商务合同。

(6) "合同价格"指被批准可在本协议项下使用贷款的合同总价格。

(7) "支款期"指从每一个合同项下的第一次支款日到还款起点(含还款起点之间的期限)。

(8) "还款起点"指根据协议规定有支款期时,此期限终止,分期还款开始起算的日子。

(9) "买方"指与供货商签订合同的中华人民共和国的一个实体。

(10) "卖方"指与购货商签订合同的某国的一个实体。

(11) "Cash Amount" means the difference between the Contract Amount or part(s) thereof and the amount to be financed in each individual case.

(12) "USD" or "US Dollars" means the lawful currency in the United States of America.

(13) "Credit Insurer" means the × × × Guarantee Institute for Export Credits and/or other entities acceptable in this capacity.

(14) "Credit Insurance Premium" means a premium to be paid to the Credit Insurer, and which case-by-case shall either constitute a flat premium, payable prior to disbursement, or be paid semi-annually in arrears together with payment of interest.

(15) "Availability Period" means in relation to each Loan the period commencing on the date of the relevant Loan Agreement and ending on the earlier of any of the following dates:

(11) "现汇"指合同价格或部分合同价格与每项贷款总金额间的差额。

(12) "USD"或"US Dollars"指美利坚合众国的法定货币。

(13) "信贷保险人"指某某出口信贷担保局和/或其他可接受的机构。

(14) "信贷保险费"指付给信贷保险人的出口信贷保险费。此项费用可在支取贷款前一次付清;或并入利息一起每半年支付一次。

(15) "用款期"指每一单项信贷协议从协议生效之日起到下述日期止的期间,以早者为准:

(a) the date on which the aggregate of the amounts advanced to the Borrower pursuant to such Loan Agreement will be equal to the amount specified in Clause x thereof but subject to any reduction pursuant to Clause y of such Loan Agreement (as the case may be); or

(b) the date specified in Clause \_\_\_\_\_ of such Loan Agreement.

(16) "Interest Period" means each Interest Period for the purpose of calculation of any floating rate interest applicable to a Loan in accordance with Clause \_\_\_\_\_ and as specified in Clause \_\_\_\_\_ of the relevant Loan Agreement, each such Interest Period having a duration of six months, provided that:

(a) Interest Periods will start to run as from the date of the first or the single Drawing (as the case may be) under the Loan Agreement and will be followed by subsequent Interest Periods, each of which to commence upon expiry

(a) 根据该单项协议第 x 条的规定在扣除第 y 条规定的相应部分后(根据情况决定), 借款人全部支完贷款金额之日, 或

(b) 该单项协议第 \_\_\_\_\_ 条规定的日期。

(16) "利息期"指根据本协议第 \_\_\_\_\_ 条和有关单项协议第 \_\_\_\_\_ 条的规定, 为计算使用浮动利率贷款的利息而确定的利息期, 每六个月为一期, 但

(a) 利息期将从单项协议项下的首笔支款或单项支款(根据情况决定)之日起算至下一个利息期开始之日止, 每一利息期的首日应与上一利息期的末日相互连接;

of the previous Interest Period;

(b) the first Interest Period in relation to any Drawing other than the first shall end on the last day of the then current Interest Period unless such Drawing has been made within 1 (one) calendar month from such last day, in which event such first Interest Period shall end on the last day of the next succeeding Interest Period;

(c) Interest Periods not ending on a Business Day will be extended to the next succeeding Business Day unless such succeeding Business Day falls in another calendar month in which event such Interest Period shall end upon the immediately preceding Business Day;

(d) any Interest Period commencing on the last Business Day of a calendar month or on a day, for which there is no numerically corresponding calendar day six months after the commencement

(b) 首次支款以外的任何一次支款的第一个利息期的截止日为其所处的利息期的最后一天。若该笔支款发生在该利息期截止日前的一个月內, 则该笔支款的第一个利息期的截止日应为下一个利息期的最后一天;

(c) 如利息期的截止日不是银行营业日即应顺延至下一个营业日, 若下一个营业日已进入另一个月份, 则以前一个营业日为该利息期的截止日;

(d) 对于起始于某一个月最后一个营业日或起始于某一日, 而其后的第六个月没有在数字上相对应的日期的利息期, 该利息期的截止日应为该利息期起始日后第 6

of such Interest Period, shall end  
on the last Business Day of the  
sixth calendar month after the  
commencement of such Interest  
Period;

(e) if any Repayment Date would fall  
within a current Interest Period  
such Interest Period shall end on  
such Repayment Date.

(17) "Repayment Date" means in re-  
lation to each Loan, each of the dates to  
be determined in accordance with Clause  
\_\_\_\_\_ of the relevant Loan Agreement but  
so that each Repayment Date other than  
the first shall be the date falling six  
months after the immediately preceding  
Repayment Date.

(18) "Letter of Credit" means an ir-  
revocable letter of credit issued by the  
Borrower in favour of the Exporter as pro-  
vided in the Export Contract and advised  
by the Lender, unless otherwise notified  
by the Borrower to the Lender.

(19) "Event of Default" means any of

个月的最后一个营业日;

(e) 如果任何一个还  
款日发生在某一利息期  
内, 则该还款日应为该利  
息期的截止日。

(17) "还款日"指就  
每一笔贷款根据有关单  
项协议第\_\_\_\_条规定而确  
定的日期。但除第一个还  
款日外的每一还款日应  
为前一还款日后的六个  
月。

(18) "信用证"指根  
据出口合同的规定由借  
款人开出的以出口商为  
受益人的不可撤销的信  
用证。除非借款人另行通  
知贷款人, 该信用证将由  
贷款人通知受益人。

(19) "违约事件"指  
本协议第\_\_\_\_条所列的任



the events listed in Clause \_\_ hereof.

(20) "Amortization" means the amount deducted as amortization by the Borrower for any period (in accordance with the accounting rules from time to time applicable to the Borrower under the laws and regulations of China) from income in arriving at Net Profit/Loss for such Period.

(21) "Capital Expenditure" means the expenditure by the Borrower during any period for property, plant and equipment which are tangible assets and which (i) are held for use in the production or supply of goods and services, for rental to others, or for administrative purposes, (ii) have been acquired or constructed with the intention of being used on a continuing basis and (iii) are not intended for sale in the ordinary course of business.

(22) "Depreciation" means the amount deducted as depreciation by the Borrower for any period (in accordance with the accounting rules from time to

何事件

款人在任何期限内从该期的收入中扣除一笔资金划入收益(损失)为抵偿的摊还款(以中国法律规定的随时适用于借款人的会计制度为依据)。

(21)“资本支出”指借款人在任何期间用于购买有形资产即财产、厂房和设备的支出,而且该财产、厂房和设备是(i)用于生产,或提供货物或劳务,或出租给他人,或作为管理;(ii)为连续使用而必须的和建造的设备、设施;(iii)不打算在正常业务中销售。

(22)“折旧”指在任何时期,由借款人从该期间的净利润/损失中作为折旧扣除的金额(按照中国法律规定随时按适用