

## รายการอ้างอิง

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ศูนย์วิทยทรัพยากร  
จุฬาลงกรณ์มหาวิทยาลัย



ภาคผนวก ก.

ศูนย์วิทยทรัพยากร  
จุฬาลงกรณ์มหาวิทยาลัย



INTERNATIONAL STANDBY  
PRACTICES

ISP 98

ศูนย์วิทยพัทพยากร  
จุฬาลงกรณ์มหาวิทยาลัย



## RULE 1

### GENERAL PROVISIONS

#### Scope , Application , Definitions , and Interpretation of These Rules

##### 1.01 Scope and Application

- a. These Rules are intended to be applied to standby letters of credit (including performance, financial, and direct pay standby letters of credit).
- b. A standby letter of credit or other similar undertaking, however named or described, whether for domestic or international use, may be made subject to these Rules by express reference to them.
- c. An undertaking subject to these Rules may expressly modify or exclude their application.
- d. An undertaking subject to these Rules is hereinafter referred to as a "standby"

##### 1.02 Relationship to law and Other Rules

- a. These Rules supplement the applicable law to the extent not prohibited by that law.
- b. These Rules supersede conflicting provisions in any other rules of practices to which a standby letter of credit is also made subject.

##### 1.03 Interpretative Principles

These Rules shall be interpreted as mercantile usage with regard for:

- a. integrity of standbys as reliable and efficient undertakings to pay;
- b. practice and terminology of banks and businesses in day-to-day transactions;
- c. consistency within the worldwide system of banking operations and commerce; and
- d. worldwide uniformity in their interpretation and application.

#### 1.04 Effect of the Rules

Unless the context otherwise requires, or unless expressly modified or excluded, these Rules apply as terms and conditions incorporated into a standby, confirmation, advice, nomination, amendment, transfer, request for issuance, or other agreement of:

- i. the issuer;
- ii. the beneficiary to the extent it uses the standby;
- iii. any advisor;
- iv. any confirmer;
- v. any person nominated in the standby who acts or agrees to act ; and
- vi. the applicant who authorises issuance of the standby or otherwise agrees to the application of these Rules.

#### 1.05 Exclusion of Matters Related to Due Issuance and Fraudulent or Abusive Drawing

These Rules do not define or otherwise provide for:

- a. power or authority to issue a standby;
- b. formal requirements for execution of a standby ( e.g. a signed writing ); or
- c. defenses to honour based on fraud, abuse, or similar matters.

These matters are left to applicable law.

#### General Principles

##### 1.06 Nature of Standbys

- a. A standby is an irrevocable, independent, documentary, and binding undertaking when issued and need not so state.
- b. Because a standby is irrevocable, an issuer's obligations under a standby cannot be amended or cancelled by the issuer except as

provided in the standby or as consented to by the person against whom the amendment or cancellation is asserted.

- c. Because a standby is independent, the enforceability of an issuer's obligations under a standby does not depend on;
  - i. the issuer's right or ability to obtain reimbursement from the applicant;
  - ii. the beneficiary's right to obtain payment from the applicant;
  - iii. a reference in the standby to any reimbursement agreement or underlying transaction; or
  - iv. the issuer's knowledge of performance or breach of any reimbursement agreement or underlying transaction.
- d. Because a standby is documentary, an issuer's obligations depended on the presentation of documents and an examination of required documents on their face.
- e. Because a standby or amendment is binding when issued, it is enforceable against an issuer whether or not the applicant authorised its issuance, the issuer received a fee, or the beneficiary received or relied on the standby or the amendment.

#### 1.07 Independence of the Issuer-Beneficiary Relationship

An issuer's obligations toward the beneficiary are not affected by the issuer's rights and obligations toward the applicant under any applicable agreement, practice, or law.

#### 1.08 Limits to Responsibilities

An issuer is not responsible for:

- a. performance or breach of any underlying transaction;
- b. accuracy, genuineness, or effect of any document presented under the standby;



- c. action or omission of others even if the other person is chosen by the issuer or nominated person; or
- d. observance of law or practice other than that chosen in the standby or applicable at the place of issuance.

## Terminology

### 1.09 Defined Terms

In addition to the meanings given in standard banking practice and applicable law, the following terms have or include the meanings indicated below:

#### a. Definitions

“Applicant” is a person who applies for issuance of a standby or for whose account it is issued, and includes (i) a person applying in its own name but for the account of another person or (ii) an issuer acting for its own account.

“Beneficiary” is a named person who is entitled to draw under a standby. See Rule 1.11 (c) (ii).

“Business Day” means a day on which the place of business at which the relevant act is to be performed is regularly open; and

“Banking Day” means a day on which the relevant bank is regularly open at the place at which the relevant act is to be performed.

“Confirmer” is a person who, upon an issuer’s nomination to do so, adds to the issuer’s undertaking its own undertaking to honour a standby. See Rule 1.11 (c)(i).

“Demand” means, depending on the context, either a request to honour a standby or a document that makes such request.

“Document” means a draft, demand, document of title, investment security, invoice, certificate of default, or any other representation of fact, law, right, or opinion, that upon presentation (whether in a

paper or electronic medium), is capable of being examined for compliance with the terms and conditions of a standby.

“Drawing” means, depending on the context, either a demand presented or a demand honoured.

“Expiration Date” means the latest day for a complying presentation provided in a standby.

“Person” includes a natural person, partnership, corporation, limited liability company, government agency, bank, trustee, and any other legal or commercial association or entity.

“Presentation” means, depending on the context, either the act of delivering documents for examination under a standby or the documents so delivered.

“Presenter” is a person who makes a presentation as or on behalf of a beneficiary or nominated person.

“Signature” includes any symbol executed or adopted by a person with a present intent to authenticate a document.

b. Cross References

“Amendment” – Rule 2.06

“Advice” – Rule 2.05

“Approximately” (“About” or “Circa”) - Rule 3.08(f)

“Assignment of Proceeds” – Rule 6.06

“Automatic Amendment” – Rule 2.06(a)

“Copy” – Rule 4.15(d)

“Cover Instructions” – Rule 5.08

“Honour” – Rule 2.01

“issuer” – Rule 2.01

“Multiple Presentations” – Rule 3.08(b)

“Nominated Person” – Rule 2.04

“Non-Documentary Conditions” – Rule 4.11

“Original” – Rule 4.15(b) & (c)

“Partial Drawing” – Rule 3.08(a)

“Standby” – Rule 1.01(d)

“Transfer” – Rule 6.01

“Transferee Beneficiary” – Rule 1.11(c)(ii)

“Transfer by Operation of law” – Rule 6.11

c. Electronic Presentations

The following terms in a standby providing for or permitting electronic presentation shall have the following meanings unless the context otherwise requires:

“Electronic Record” means:

- i. a record (information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form);
- ii. communicated by electronic means to a system for receiving, storing, re-transmitting, or otherwise processing information (data, text, images, sounds, codes, computer programs, software, databases, and the like); and
- iii. capable of being authenticated and then examined for compliance with the terms and conditions of the standby.

“Authenticate” means to verify an electronic record by generally accepted procedure or methodology in commercial practice:

- i. the identity of a sender or source, and
- ii. the integrity of or errors in the transmission of information content.

The criteria for assessing the integrity of information in an electronic record is whether the information has remained complete and



unaltered, apart from the addition of any endorsement and any change which arises in the normal course of communication, storage, and display.

“Electronic signature” means letters, characters, numbers, or other symbols in electronic form, attached to or logically associated with an electronic record that are executed or adopted by a party with present intent to authenticate an electronic record.

“Receipt” occurs when:

- i. an electronic record enters in a form capable of being processed by the information system designated in the standby, or
- ii. an issuer retrieves an electronic record sent to an information system other than that designated by the issuer.

#### 1.10 Redundant or Otherwise Undesirable Terms

- a. A standby should not or need not state that it is:
  - i. unconditional or abstract (if it does, it signifies merely that payment under it is conditioned solely on presentation of specified documents);
  - ii. absolute (if it does, it signifies merely that it is irrevocable);
  - iii. primary (if it does, it signifies merely that it is the independent obligation of the issuer);
  - iv. payable from the issuer’s own funds (if it does, it signifies merely that payment under it does not depend on the availability of applicant funds and is made to satisfy the issuer’s own independent obligation);
  - v. clean or payable on demand (if it does, it signifies merely that it is payable upon presentation of a written demand or other documents specified in the standby).

- b. A standby should not use the term “and/or” (if it does it means either or both).
- c. The following terms have no single accepted meaning:
  - i. and shall be disregarded:
    - “callable”
    - “divisible”
    - “fractionable”
    - “indivisible” , and
    - “transmissible”
  - ii. and shall be disregarded unless their context gives them meaning:
    - “assignable”
    - “evergreen”
    - “reinstate” , and
    - “revolving”

#### 1.11 Interpretation of These Rules

- a. These Rules, are not to be interpreted in the context of applicable standard practice.
- b. In these Rules, “standby letter of credit” refers to the type of independent undertaking for which these Rules were intended, whereas “standby” refers to an undertaking subjected to these Rules.
- c. Unless the context otherwise requires:
  - i. “Issuer” includes a “confirmer” as if the confirmer were a separate issuer and its confirmation were a separate standby issued for the account of the issuer;

- ii. “Beneficiary” includes a person to whom the named beneficiary effectively transferred drawing rights (“transferee beneficiary”);
  - iii. “Including” means “including but not limited to”;
  - iv. “A or B” means “A or B or both”; “either A or B” means “A or B, but not both”; and “A and B” means “both A and B”;
  - v. Words in the singular number include the plural, and in the plural include the singular; and
  - vi. Words of the neuter gender include any gender.
- d.
- i. Use of the phrase “unless a standby otherwise states” or the like in a rule emphasizes that the text of the standby controls over the rule;
  - ii. Absence of such a phrase in other rules does not imply that other rules have priority over the text of the standby;
  - iii. Addition of the term “expressly” or “clearly” to the phrase “unless a standby otherwise states” or the like emphasizes that the rule should be excluded or modified only by wording in the standby that is specific and unambiguous; and
  - iv. While the effect of all of these Rules may be varied by the text of the standby, variations of the effect of some of these Rules may disqualify the standby as an independent undertaking under applicable law.
- e. The phrase “**stated in the standby**” or the like refers to the actual text of a standby (whether as issued or effectively amended) whereas the phrase “**provided in the standby**” or the like refers to both the text of the standby and these Rules as incorporated.

## RULE 2

### OBLIGATIONS

#### 2.01 Undertaking to Honour by Issuer and Any Confirmer to Beneficiary



- a. An issuer undertakes to the beneficiary to honour a presentation that appears on its face to comply with the terms and conditions of the standby in accordance with these Rules supplemented by standard standby practice.
- b. An issuer honours a complying presentation made to it by paying the amount demanded of it at sight, unless the standby provides for honour:
  - i. by acceptance of a draft drawn by the beneficiary on the issuer, in which case the issuer honours by:
    - (a) timely accepting the draft; **and**
    - (b) thereafter paying the holder of the draft on presentation of the accepted draft on or after its maturity.
  - ii. by deferred payment of a demand made by the beneficiary on the issuer, in which case the issuer honours by:
    - (a) timely incurring a deferred payment obligation; and
    - (b) thereafter paying at maturity.
  - iii. by negotiation, in which case the issuer honours by paying the amount demanded at sight without recourse.
- c. An issuer acts in a timely manner if it pays at sight, accepts a draft, or undertakes a deferred payment obligation (or if it gives notice of dishonour) within the time permitted for examining the presentation and giving notice of dishonour.
- d.
  - i. A confirmer undertakes to honour a complying presentation made to it by paying the amount demanded of it at sight or, if the standby so states, by another method of honour consistent with the issuer's undertaking.
  - ii. if the confirmation permits presentation to the issuer, then the confirmer undertakes also to honour upon the issuer's wrongful

dishonour by performing as if the presentation had been made to the confirmer.

- iii. if the standby permits presentation to the confirmer, then the issuer undertakes also to honour upon the confirmer's wrongful dishonour by performing as if the presentation had been made to the issuer.
- e. An issuer honours by paying in immediately available funds in the currency designated in the standby unless the standby states it is payable by:
  - i. payment of a monetary unit of account, in which case the undertaking is to pay in that unit of account; or
  - ii. delivery of other items of value, in which case the undertaking is to deliver those items.

## 2.02 Obligation of Different Branches, Agencies, or Other Offices

For the purpose of these Rules, an issuer's branch, agency, or other office acting or undertaking to act under a standby in a capacity other than as issuer is obligated in that capacity only and shall be treated as different person.

## 2.03 Conditions to Issuance

A standby is issued when it leaves an issuer's control unless it clearly specifies that it is not then "issued" or "enforceable". Statements that a standby is not "available", "operative", "effective", or the like do not affect its irrevocable and binding nature at the time it leaves the issuer's control.

## 2.04 Nomination

- a. A standby may nominate a person to advise, receive a presentation, effect a transfer, confirm, pay, negotiate, incur a deferred payment obligation, or accept a draft.
- b. Nomination does not obligate the nominated person to act except to the extent that the nominated person undertakes to act.
- c. A nominated person is not authorised to bind the person making the nomination.

#### 2.05 Advice of Standby or Amendment

- a. Unless an advice states otherwise, it signifies that:
  - i. the advisor has checked the apparent authenticity of the advised message in accordance with standard letter of credit practice; and
  - ii. the advice accurately reflects what has been received.
- b. A person who is requested to advise a standby and decides not to do so should notify the requesting party.

#### 2.06 When an Amendment is Authorised and Binding

- a. If a standby expressly states that it is subject to “automatic amendment” by an increase or decrease in the amount available, an extension of the expiration date, or the like, the amendment is effective automatically without any further notification or consent beyond that expressly provided for in the standby. (Such an amendment may also be referred to as becoming effective “without amendment”)
- b. If there is no provision for automatic amendment, an amendment binds:
  - i. the issuer when it leaves the issuer's control; and

- ii. the confirmer when it leaves the confirmer's control, unless the confirmer indicates that it does not confirm the amendment.
- c. if there is no provision for automatic amendment:
  - i. the beneficiary must consent to the amendment for it to be binding;
  - ii. the beneficiary's consent must be made by an express communication to the person advising the amendment unless the beneficiary presents documents which comply with the standby as amended and which would not comply with the standby prior to such amendment: **and**
  - iii. an amendment does not require the applicant's consent to be binding on the issuer, the confirmer, or the beneficiary.
- d. Consent to only part of an amendment is a rejection of the entire amendment.

#### 2.07 Routing of Amendments

- a. An issuer using another person to advise a standby must advise all amendments to that person.
- b. An amendment or cancellation of a standby does not affect the issuer's obligation to a nominated person that has acted within the scope of its nomination before receipt of notice of the amendment or cancellation.
- c. Non-extension of an automatically extendable (renewable) standby does not affect an issuer's obligation to a nominated person who has acted within the scope of its nomination before receipt of a notice of non-extension.



## RULE 3

### PRESENTATION

#### 3.01 Complying Presentation Under a Standby

A standby should indicate the time, place and location within that place, person to whom, and medium in which presentation should be made. If so,

presentation must be so made in order to comply. To the extent that a standby does not so indicate, presentation must be made in accordance with these Rules in order to be complying.

#### 3.02 What Constitutes a Presentation

The receipt of a document required by and presented under a standby constitutes a presentation requiring examination for compliance with the terms and conditions of the standby even if not all of the required documents have been presented.

#### 3.03 Identification of Standby

- a. A presentation must identify the standby under which the presentation is made.
- b. A presentation may identify the standby by stating the complete reference number of the standby and the name and location of the issuer or by attaching the original or a copy of the standby.
- c. If the issuer cannot determine from the face of a document received that it should be processed under a standby or cannot identify the standby to which it relates, presentation is deemed to have been made on the date of identification.



### 3.04 Where and to Whom Complying Presentation Made

- a. To comply, a presentation must be made at the place and any location at that place indicated in the standby or provided in these Rules.
- b. If no place of presentation to the issuer is indicated in the standby, presentation to the issuer must be made at the place of business from which the standby was issued.
- c. If a standby is confirmed, but no place for presentation is indicated in the confirmation, presentation for the purpose of obligating the confirmer (and the issuer) must be made at the place of business of the confirmer from which the confirmation was issued or to the issuer.
- d. If no location at a place of presentation is indicated (such as department, floor, room, station, mail stop, post office box, or other location), presentation may be made to:
  - i. the general postal address indicated in the standby;
  - ii. any location at the place designated to receive deliveries of mail or documents: **or**
  - iii. any person at the place of presentation actually or apparently authorised to receive it.

### 3.05 When Timely Presentation Made

- a. A presentation is timely if made at any time after issuance and before expiry on the expiration date.
- b. A presentation made after the close of business at the place of presentation is deemed to have been made on the next business day.

### 3.06 Complying Medium of Presentation

- a. To comply, a document must be presented in the medium indicated in the standby.
- b. Where no medium is indicated, to comply a document must be presented as a paper document, unless only a demand is required, in which case:
  - i. a demand that is presented via S.W.I.F.T., tested telex, or other similar authenticated means by a beneficiary that is a S.W.I.F.T. participant or a bank complies; otherwise
  - ii. a demand that is not presented as a paper document does not comply unless the issuer permits, in its sole discretion, the use of that medium.
- c. A document is not presented as a paper document if it is communicated by electronic means even if it is communicated by electronic means even if the issuer or nominated person receiving it generates a paper document from it.
- d. Where presentation in an electronic medium is indicated, to comply a document must be presented as an electronic record capable of being authenticated by the issuer or nominated person to whom it is presented.

### 3.07 Separateness of Each Presentation

- a. Making a non-complying presentation, with drawing a presentation, or failing to make any one of a number of scheduled or permitted presentations does not waive or otherwise prejudice the right to make another timely presentation or a timely re-presentation whether or not the standby prohibits partial or multiple drawings or presentations.

- b. Wrongful dishonour of a complying presentation does not constitute dishonour of any other presentation under a standby or repudiation of the standby.
- c. Honour of a non-complying presentation, with or without notice of its non-compliance, does not waive requirements of a standby for other presentations.

### 3.08 Partial Drawing and Multiple Presentations; Amount of Drawings

- a. A presentation may be made for less than the full amount available (“partial drawing”).
- b. More than one presentation (“multiple presentations”) may be made.
- c. The statement “partial drawings prohibited” or a similar expression means that a presentation must be for the full amount available.
- d. The statement “multiple drawings prohibited” or a similar expression means that only one presentation may be made and honoured but that it may be for less than the full amount available.
- e. If a demand exceeds the amount available under the standby, the drawing is discrepant. Any document other than the demand stating an amount in excess of the amount demanded is not discrepant for that reason.
- f. Use of “approximately”, “about”, “circa”, or a similar word permits a tolerance not to exceed 10% more or 10% less of the amount to which such word refers.

### 3.09 Extend or Pay

A beneficiary's request to extend the expiration date of the standby or, alternatively, to pay the amount available under it:

- a. is a presentation demanding payment under the standby, to be examined as such in accordance with these Rules: **and**

- b. implies that the beneficiary:
  - i. consents to the amendment to extend the expiry date to the date requested;
  - ii. requests the issuer to exercise its discretion to seek the approval of the applicant and to issue that amendment;
  - iii. upon issuance of that amendment, retracts its demand for payment; and
  - iv. consents to the maximum time available under these Rules for examination and notice of dishonour.

### 3.10 No Notice of Receipt of Presentation

An issuer is not required to notify the applicant of receipt of a presentation under the standby.

### 3.11 Issuer Waiver and Applicant Consent to Waiver of Presentation Rules

In addition to other discretionary provisions in a standby or these Rules, an issuer may, in its sole discretion, without notice to or consent of the applicant and without effect on the applicant's obligations to the issuer, waive

- a. the following Rules and any similar terms stated in the standby which are primarily for the issuer's benefit or operational convenience:
    - i. treatment of documents received, at the request of the presenter, as having been presented at a later date (Rule 3.02);
    - ii. identification of a presentation to the standby under which it is presented (Rule 3.03(a));
    - iii. where and to whom presentation is made (Rule 3.04(b),(c), and (d)), except the country of presentation stated in the standby;
- or



- iv. treatment of a presentation made after the close of business as if it were made on the next business day (Rule 3.05(b)).
- b. the following Rule but not similar terms stated in the standby:
  - i. a required document dated after the date of its stated presentation (Rule 4.06);or
  - ii. the requirement that a document issued by the beneficiary be in the language of the standby (Rule 4.04).
- c. the following Rule relating to the operational integrity of the standby only in so far as the bank is in fact dealing with the true beneficiary:
  - acceptance of a demand in an electronic medium (Rule 3.06(b)).Waiver by the confirmer requires the consent of the issuer with respect to paragraphs (b) and (c) of this Rule.

### 3.12 Original Standby Lost, Stolen, Mutilated, or Destroyed

- a. If an original standby is lost, stolen, mutilated, or destroyed, the issuer need not replace it or waive any requirement that the original be presented under the standby.
- b. If the issuer agrees to replace an original standby or to waive a requirement for its presentation, it may provide a replacement or copy to the beneficiary without affecting the applicant's obligations to the issuer to reimburse, but, if it does so, the issuer must mark the replacement or copy as such. The issuer may in its sole discretion, require indemnities satisfactory to it from the beneficiary and assurances from nominated persons that no payment has been made.



## Closure on Expiry Date

### 3.13 Expiration Date on a Non-Business Day

- a. If the last day for presentation stated in a standby (whether stated to be the expiration date or the date by which documents must be received) is not a business day of the issuer or nominated person where presentation is to be made, then presentation made there on the first following business day shall be deemed timely.
- b. A nominated person to whom such a presentation is made must so notify the issuer.

### 3.14 Closure on a Business Day and Authorization of Another Reasonable Place for Presentation

- a. If on the last business day for presentation the place for presentation stated in a standby is for any reason closed and presentation is not timely made because of the closure, then the last day for presentation is automatically extended to the day occurring thirty calendar days after the place for presentation re-opens for business, unless the standby otherwise provides.
- b. Upon or in anticipation of closure of the place of presentation, issuer may authorise another reasonable place for presentation in the standby or in a communication received by the beneficiary. If it does so, then
  - i. presentation must be made at that reasonable place; and
  - ii. if the communication is received fewer than thirty calendar days before the last day for presentation and for that reason presentation is not timely made, the last day for presentation is automatically extended to the day occurring thirty calendar days after the last day for presentation.

**RULE 4****EXAMINATION****4.01 Examination for Compliance**

- a. Demands for honour of a standby must comply with the terms and conditions of the standby.
- b. Whether a presentation appears to comply is determined by examining the presentation on its face against the terms and conditions stated in the standby as interpreted and supplemented by these Rules which are to be read in the context of standard standby practice.

**4.02 Non-Examination of Extraneous Documents**

Documents presented which are not required by the standby need not be examined and, in any event, shall be disregarded for purpose of determining compliance of the presentation. They may without responsibility be returned to the presenter or passed on with the other documents presented.

**4.03 Examination for Inconsistency**

An issuer or nominated person is required to examine documents for inconsistency with each other only to the extent provided in the standby.

**4.04 Language of Documents**

The language of all documents issued by the beneficiary is to be that of the standby.

#### 4.05 Issuer of Documents

Any required document must be issued by the beneficiary unless the standby indicates that the document is to be issued by a third person or the document is of a type that standard standby practice requires to be issued by a third person.

#### 4.06 Date of Documents

The issuance date of a required document may be earlier but not later than the date of its presentation.

#### 4.07 Required Signature on a Document

- a. A required document need not be signed unless the standby indicates that the document must be signed or the document is of a type that standard standby practice requires be signed.
- b. A required signature may be made in any manner that corresponds to the medium in which the signed document is presented.
- c. Unless a standby specifies:
  - i. the name of a person who must sign a document, any signature or authentication will be regarded as a complying signature.
  - ii. The status of a person who must sign, no indication of status is necessary.
- d. If a standby specifies that a signature must be made by:
  - i. a named natural person without requiring that the signer's status be identified, a signature complies that appears to be that of the named person;
  - ii. a named legal person or government agency without identifying who is to sign on its behalf or its status, any signature complies that appears to have been made on behalf of the named legal person or government agency; or

- iii. a named natural person, legal person, or government agency requiring the status of the signer be indicated, a signature complies which appears to be that of the named natural person, legal person, or government agency and indicates its status.

#### 4.08 Demand Document Implied

If a standby does not specify any required document, it will still be deemed to require a documentary demand for payment.

#### 4.09 Identical Wording and Quotation Marks

If a standby requires:

- a. a statement without specifying precise wording, then the wording in the document presented must appear to convey the same meaning as that required by the standby;
- b. specified wording by the use of quotation marks, blocked wording, or an attached exhibit or form, then typographical errors in spelling, punctuation, spacing, or the like that are apparent when read in context are not required to be duplicated and blank lines or spaces for data may be completed in any manner not inconsistent with the standby: or
- c. specified wording by the use of quotation marks, blocked wording, or an attached exhibit or form, and also provides that the specified wording be "exact" or "identical", then the wording in the documents presented, including typographical errors in spelling, punctuation,



spacing and the like, as well as blank lines and spaces for data, must be exactly reproduced.

#### 4.10 Applicant Approval

A standby should not specify that a required document be issued, signed, or counter-signed by the applicant. However, if the standby includes such a requirement, the issuer may not waive the requirement and is not responsible for the applicant's withholding of the document or signature.

#### 4.11 Non-Documentary Terms or Conditions

- a. A standby term or condition which is non-documentary must be disregarded whether or not it affects the issuer's obligation to treat a presentation as complying or to treat the standby as issued, amended, or terminated.
- b. Terms or conditions are non-documentary if the standby does not require presentation of a document in which they are to be evidenced and if their fulfillment cannot be determined by the issuer from the issuer's own records or within the issuer's normal operations.
- c. Determinations from the issuer's own records or within the issuer's normal operations include determinations of:
  - i. when, where, and how documents are presented or otherwise delivered to the issuer;
  - ii. when, where, and how communications affecting the standby are sent or received by the issuer, beneficiary, or any nominated person;
  - iii. amounts transferred into or out of accounts with the issuer; and



- iv. amounts determinable from a published index (e.g., if a standby provides for determining amounts of interest accruing according to published interest rates).
- d. An issuer need not re-compute a beneficiary's computations under a formula stated or referenced in a standby except to the extent that the standby so provides.

#### 4.12 Formality of Statements in Documents

- a. A required statement need not be accompanied by a solemnity, officialization, or any other formality.
- b. if a standby provides for the addition of a formality to a required statement by the person making it without specifying form or content, the statement complies if it indicates that it was declared, averred, warranted, attested, sworn under oath, affirmed, certified, or the like.
- c. If a standby provides for a statement to be witnessed by another person without specifying form or content, the witnessed statement complies if it appears to contain a signature of a person other than the beneficiary with an indication that the person is acting as a witness.
- d. If a standby provides for a statement to be counter-signed, legalized, visaed, or the like by a person other than the beneficiary acting in a governmental, judicial, corporate, or other representative capacity without specifying form or content, the statement complies if it

contains the signature of a person other than the beneficiary and includes an indication of that person's representative capacity and the organization on whose behalf the person has acted.

#### 4.13 No Responsibility to Identify Beneficiary

Except to the extent that a standby requires presentation of an electronic record:

- a. a person honouring a presentation has no obligation to the applicant to ascertain the identity of any person making a presentation or any assignee of proceeds:
- b. payment to a named beneficiary, transferee, an acknowledged assignee successor by operation of law, to an account or account number stated in the standby or in a cover instruction from the beneficiary or nominated person fulfills the obligation under the standby to effect payment.

#### 4.14 Name of Acquired or Merged Issuer or Confirmer

If the issuer or confirmer is reorganized, merged, or changes its name, any required reference by name to the issuer or confirmer in the documents presented may be to it or its successor.

#### 4.15 Original, Copy, and Multiple Documents

- a. A presented document must be an original.
- b. Presentation of an electronic record, where an electronic presentation is permitted or required is deemed to be an "original"
- c. i. A presented document is deemed to be an "original" unless it appears on its face to have been reproduced from an original.

- ii. A document which appears to have been reproduced from an original is deemed to be an original if the signature or authentication appears to be original.
- d. A standby that requires presentation of a “copy” permits presentation of either an original or copy unless the standby states that only a copy be presented or otherwise addresses the disposition of all originals.
- e. If multiples of the same document are requested, only one must be an original unless:
  - i. “duplicate originals” or “multiple originals” are requested in which case all must be original; or
  - ii. “two copies”, “two-fold”, or the like are requested in which case either originals or copies may be presented.

#### Standby Document Types

##### 4.16 Demand for Payment

- a. A demand for payment need not be separate from the beneficiary's statement or other required document.
- b. If a separate demand is required, it must contain:
  - i. a demand for payment from the beneficiary directed to the issuer or nominated person;
  - iii. a date indicating when the demand was issued;
  - iv. the amount demanded; and
  - v. the beneficiary's signature.
- c. A demand may be in the form of a draft or other instruction, order, or request to pay. If a standby requires presentation of a “draft” or “bill

of exchange”, that draft or bill exchange need not be in negotiable form unless the standby so states.

#### 4.17 Statement of Default or Other Drawing Event

If a standby requires a statement, certificate, or other recital of a default or other drawing event and does not specify content, the document complies if it contains:

- a. a representation to the effect that payment is due because a drawing event described in the standby has occurred;
- b. date indicating when it was issued; and
- c. the beneficiary's signature.

#### 4.18 Negotiable Documents

If a standby requires presentation of a document that is transferable by endorsement and delivery without stating whether, how, or to whom endorsement must be made, then the document may be presented without endorsement, or, if endorsed, the endorsement may be in blank and, in any event, the document may be issued or negotiated with or without recourse.

#### 4.19 Legal or Judicial Documents

If a standby requires presentation of a government-issued document, a court order, an arbitration award, or the like, a document or a copy is deemed to comply if it appears to be:

- i. issued by a government agency, court, tribunal, or the like;
- ii. suitably titled or named;
- iii. signed;
- iv. dated; and



- v. originally certified or authenticated by an official of a government agency, court, tribunal, or the like.

#### 4.20 Other Documents

- a. If a standby requires a document other than one whose content is specified in these Rules without specifying the issuer, data content, or wording, a document complies if it appears to be appropriately titled or to serve the function of that type of document under standard standby practice.
- b. A document presented under a standby is to be examined in the context of standby practice under these Rule even if the document is of a type (such as a commercial invoice, transport documents, insurance documents or the like) for which the Uniform Customs and Practice for Documentary Credits contains detailed rules.

#### 4.21 Request to Issue Separate Undertaking

If a standby requests that the beneficiary of the standby issue its own separate undertaking to another (whether or not the standby recites the text of that undertaking):

- a. the beneficiary receives no rights other than its rights to draw under the standby even if the issuer pays a fee to the beneficiary for issuing the separate undertaking;
- b. neither the separate undertaking nor any documents presented under it need be presented to the issuer; and



- c. if originals or copies of the separate undertaking or documents presented under it are received by the issuer although not required to be presented as a condition to honour of the standby:
  - i. the issuer need not examine, and, in any event shall disregard their compliance or consistency with the standby, with the beneficiary's demand under the standby, or with the beneficiary's separate undertaking; and
  - ii. the issuer may without responsibility return them to the presenter or forward them to the applicant with the presentation.

## RULE 5

### NOTICE, PRECLUSION, AND DISPOSITION OF DOCUMENTS

#### 5.01 Timely Notice of Dishonour

- a. Notice of dishonour must be given within a time after presentation of documents which is not unreasonable.
  - i. Notice given within three business days is deemed to be not unreasonable and beyond seven business days is deemed to be unreasonable.
  - ii. Whether the time within which notice is given is unreasonable does not depend upon an imminent deadline for presentation.
  - iii. The time for calculating when notice of dishonour must be given begins on the business day following the business day of presentation.
  - iv. Unless a standby otherwise expressly states a shortened time within which notice of dishonour must be given, the issuer has no obligation to accelerate its examination of a presentation.

- b. i. The means by which a notice of dishonour is to be given is by telecommunication, if available, and, if not by, another available means which allows for prompt notice.
- ii. If notice of dishonour is received within the time permitted for giving the notice, then it is deemed to have been given by prompt means.
- c. Notice of dishonour must be given to the person from whom the documents were received (whether the beneficiary, nominated person, or person other than a delivery person) except as otherwise requested by the presenter.

#### 5.02 Statement of Grounds for Dishonour

A notice of dishonour shall state all discrepancies upon which dishonour is based.

#### 5.03 Failure to Give Timely Notice of Dishonour

- a. Failure to give notice of a discrepancy in a notice of dishonour within the time and by the means specified in the standby or these rules precludes assertion of that discrepancy in any document containing the discrepancy that is retained or represented, but does not preclude assertion of that discrepancy in any different presentation under the same or a separate standby.
- b. Failure to give notice of dishonour or acceptance or acknowledgment that a deferred payment undertaking has been incurred obligates the issuer to pay at maturity.

#### 5.04 Notice of Expiry

Failure to give notice that a presentation was made after the expiration date does not preclude dishonour for that reason.

#### 5.05 Issuer Request for Applicant Waiver without Request by Presenter

If the issuer decides that a presentation does not comply and if the presenter does not otherwise instruct, the issuer may, in its sole discretion, request the applicant to waive non-compliance or otherwise to authorise honour within the time available for giving notice of dishonour but without extending it. Obtaining the applicant's waiver does not obligate the issuer to waive non-compliance.

#### 5.06 Issuer Request for Applicant Waiver upon Request of Presenter

If, after receipt of notice of dishonour, a presenter requests that the presented documents be forwarded to the issuer or that the issuer seek the applicant's waiver:

- a. no person is obligation to forward the discrepant documents or seek the applicant's waiver;
- b. the presentation to the issuer remains subject to these Rules unless departure from them is expressly consented to by the presenter; **and**
- c. if the documents are forwarded or if a waiver is sought:
  - i. the presenter is precluded from objecting to the discrepancies notified to it by the issuer;
  - ii. the issuer is not relieved from examining the presentation under these Rules;
  - iii. the issuer is not obligated to waive the discrepancy even if the applicant waives it; **and**

- iv. the issuer must hold the documents until it receives a response from the applicant or is requested by the presenter to return the documents, and if the issuer receives no such response or request within ten business days of its notice of dishonour, it may return the documents to the presenter.

#### 5.07 Disposition of Documents

Dishonoured documents must be returned, held, or disposed of as reasonably instructed by the presenter. Failure to give notice of the disposition of documents in the notice of dishonour does not preclude the issuer from asserting any defense otherwise available to it against honour.

#### 5.08 Cover Instructions/Transmittal Letter

- a. Instructions accompanying a presentation made under a standby may be relied on to the extent that they are not contrary to the terms or conditions of the standby, the demand, or these Rules.
- b. Representations made by a nominated person accompanying a presentation may be relied upon to the extent that they are not contrary to the terms or conditions of a standby or these Rules.
- c. Notwithstanding receipt of instructions, an issuer or nominated person may pay, give notice, return the documents, or otherwise deal directly with the presenter.
- d. A statement in the cover letter that the documents are discrepant does not relieve the issuer from examining the presentation for compliance.



### 5.09 Applicant Notice of Objection

- a. An applicant must timely object to an issuer's honour of a noncomplying presentation by giving timely notice by prompt means.
- b. An applicant acts timely if it objects to discrepancies by sending a notice to the issuer stating the discrepancies on which the objection is based within a time after the applicant's receipt of the documents which is not unreasonable.
- c. Failure to give a timely notice of objection by prompt means precludes assertion by the applicant against the issuer of any discrepancy or other matter apparent on the face of the documents received by the applicant, but does not preclude assertion of that objection to any different presentation under the same or a different standby.

## RULE 6

### TRANSFER, ASSIGNMENT, AND TRANSFER BY OPERATION OF LAW

#### Transfer of Drawing Rights

#### 6.01 Request to Transfer Drawing Rights

Where a beneficiary requests that an issuer or nominated person honour a drawing from another person as if that person were the beneficiary, these Rules on transfer of drawing rights ("transfer") apply.

#### 6.02 When Drawing Rights are Transferable

- a. A standby is not transferable unless it so states.
- b. A standby that states that it is transferable without further provision means that drawing rights:
  - i. may be transferred in their entirety more than once;
  - ii. may not be partially transferred; and

- iii. may not be transferred unless the issuer (including the confirmer) or another person specifically nominated in the standby agrees to and effects the transfer requested by the beneficiary.

### 6.03 Condition to Transfer

An issuer of a transferable standby or a nominated person need not effect a transfer unless:

- a. it is satisfied as to the existence and authenticity of the original standby; and
- b. the beneficiary submits or fulfills:
  - i. a request in a form acceptable to the issuer or nominated person including the effective date of the transfer and the name and address of the transferee;
  - ii. the original standby;
  - iii. verification of the signature of the person signing for the beneficiary;
  - iv. verification of the authority of the person signing for the beneficiary;
  - v. payment of the transfer fee; and
  - vi. any other reasonable requirements.

### 6.04 Effect of Transfer on Required Documents

Where there has been a transfer of drawing rights in their entirety:

- a. a draft or demand must be signed by the transferee beneficiary; and
- b. the name of the transferee beneficiary may be used in place of the name of the transferor beneficiary in any other required document.

#### 6.05 Reimbursement for Payment Based on a Transfer

An issuer or nominated person paying under a transfer pursuant to Rule 6.03(a),(b)(i), and (b)(ii) is entitled to reimbursement as if it had made payment to the beneficiary.

#### Acknowledgment of Assignment of Proceeds

##### 6.06 Assignment of Proceeds

Where an issuer or nominated person is asked to acknowledge a beneficiary's request to pay an assignee all or part of any proceeds of the beneficiary's drawing under the standby, these Rules on acknowledgement of an assignment of proceeds apply except where applicable law otherwise requires.

##### 6.07 Request for Acknowledgment

- a. Unless applicable law otherwise requires, an issuer or nominated person
  - i. is not obligated to give effect to an assignment of proceeds which it has not acknowledge; and
  - ii. is not obligated to acknowledge the assignment.
- b. If an assignment is acknowledged:
  - i. the acknowledgment confers no rights with respect to the standby to the assignee who is only entitled to proceeds assigned, if any, and whose rights may be affected by amendment or cancellation; and
  - ii. the rights of the assignee are subject to:
    - (a) the existence of any net proceeds payable to the beneficiary by the person making the acknowledgment;
    - (b) rights of nominated persons and transferee beneficiaries;

- (c) rights of other acknowledged assignees; and
- (d) any other rights or interests that may have priority under applicable law.

#### 6.08 Conditions to Acknowledgment of Assignment of Proceeds

An issuer or nominated person may condition its acknowledgment on receipt of:

- a. the original standby for examination or notation;
- b. verification of the signature of the person signing for the beneficiary;
- c. verification of the authority of the person signing for the beneficiary;
- d. an irrevocable request signed by the beneficiary for acknowledgment of the assignment that includes statements, covenants, indemnities, and other provisions which may be contained in the issuer's or nominated person's required form requesting acknowledgment of assignment, such as:
  - i. the identity of the affected drawings if the standby permits multiple drawings;
  - ii. the full name, legal form, location, and mailing address of the beneficiary and the assignee;
  - iii. details of any request affecting the method of payment or delivery of the standby proceeds;
  - iv. limitation on partial assignment and prohibition of successive assignments;
  - v. statements regarding the legality and relative priority of the assignment; or
  - vi. right of recovery by the issuer or nominated person of any proceeds received by the assignee that are recoverable from the beneficiary;



- e. payment of a fee for the acknowledgment; and
- f. fulfillment of other reasonable requirements.

#### 6.09 Conflicting Claims to Proceeds

If there are conflicting claims to proceeds, then payment to an acknowledged assignee may be suspended pending resolution of the conflict.

#### 6.10 Reimbursement for Payment Based on an Assignment

An issuer or nominated person paying under an acknowledged assignment pursuant to Rule 6.08(a) and (b) is entitled to reimbursement as if it had made payment to the beneficiary. If the beneficiary is a bank, the acknowledgment may be based solely upon an authenticated communication.

#### Transfer by Operation of Law

##### 6.11 Transferee by Operation Of Law

Where an heir, personal representative, liquidator, trustee, receiver, successor corporation, or similar person who claims to be designated by law to succeed to the interests of a beneficiary presents documents in its own name as if it were the authorised transferee of the beneficiary, these Rules on transfer by operation of law apply.

##### 6.12 Additional Document in Event of Drawing in Successor's Name

A claimed successor may be treated as if it were an authorised transferee of a beneficiary's drawing rights in their entirety if it presents an additional document or documents which appear to be issued by a public official or representative (including a judicial officer) and indicate:

- a. that the claimed successor is the survivor of a merger, consolidation, or similar action of a corporation, limited liability company, or other similar organization;
- b. that the claimed successor is authorised or appointed to act on behalf of the named beneficiary or its estate because of an insolvency proceeding;
- c. that the claimed successor is authorised or appointed to act on behalf of the named beneficiary because of death or incapacity; or
- d. that the name of the named beneficiary has been changed to that of the claimed successor.

#### 6.13 Suspension of Obligations upon Presentation by Successor

An issuer or nominated person which receives a presentation from a claimed successor which complies in all respects except for the name of the beneficiary:

- a. may request in a manner satisfactory as to form and substance:
  - i. a legal opinion;
  - ii. an additional document referred to in Rule 6.12 (Additional Document in Event of Drawing in Successor's Name) from a public official;
  - iii. statements, covenants, and indemnities regarding the status of the claimed successor as successor by operation of law;
  - iv. payment of fees reasonably related to these determinations;

and
- v. anything which may be required for a transfer under Rule 6.03 (conditions to Transfer) or acknowledgment of assignment of proceeds under Rule 6.08 (Conditions to Acknowledgment of Assignment of Proceeds):

but such documentation shall not constitute a required document for purposes of expiry of the standby.

- b. Until the issuer or nominated person receives the requested documentation, its obligation to honour or give notice of dishonour is suspended, but any deadline for presentation of required documents is not thereby extended.

#### **6.14 Reimbursement for Payment Based on a Transfer by Operation of Law**

An issuer or nominated person paying under a transfer by operation of law pursuant to Rule 6.12 (Additional Document in Event of Drawing in Successor's Name) is entitled to reimbursement as if it had made payment to the beneficiary.

### **RULE 7**

#### **CANCELLATION**

##### **7.01 When an Irrevocable Standby is Cancelled or Terminated**

A beneficiary's right under a standby may not be cancelled without its consent. Consent may be evidenced in writing or by an action such as return of the original standby in a manner which implies that the beneficiary consents to cancellation. A beneficiary's consent to cancellation is irrevocable when communicated to the issuer.

##### **7.02 Issuer's Discretion Regarding a Decision to Cancel**

Before acceding to a beneficiary's authorization to cancel and treating the standby as cancelled for all purpose, an issuer may require in a manner satisfactory as form and substance:

- a. the original standby;
- b. verification of the signature of the person signing for the beneficiary;

- c. verification of the authorization of the person signing for the beneficiary;
- d. a legal opinion;
- e. an irrevocable authority signed by the beneficiary for cancellation that includes statements, covenants, indemnities, and similar provisions contained in a required form;
- f. satisfaction that the obligation of any confirmer has been cancelled;
- g. satisfaction that there has not been a transfer or payment by any nominated person; **and**
- h. any other reasonable measure.

## RULE 8

### REIMBURSEMENT OBLIGATIONS

#### 8.01 Right to Reimbursement

- a. Where payment is made against a complying presentation in accordance with these Rules, reimbursement must be made by:
  - i. an applicant to issuer requested to issue a standby; **and**
  - ii. an issuer to a person nominated to honour or otherwise give value.
- b. An applicant must indemnify the issuer against all claims, obligations, and responsibilities (including attorney's fees) arising out of:
  - i. the imposition of law or practice other than that chosen in the standby or applicable at the place of issuance;
  - ii. the fraud, forgery, or illegal action of others; **or**
  - iii. the issuer's performance of the obligations of a confirmer that wrongfully dishonours a confirmation.



- c. This Rule supplements any applicable agreement, course of dealing, practice, custom or usage providing for reimbursement or indemnification on lesser or other grounds.

#### 8.02 Charges for Fees and Costs

- a. An applicant must pay the issuer's charges and reimburse the issuer for any charges that the issuer is obligated to pay to persons nominated with the applicant's consent to advise, confirm, honour, negotiate, transfer, or to issue a separate undertaking.
- b. An issuer is obligated to pay the charges of other persons:
  - i. if they are payable in accordance with the terms of the standby;  
or
  - ii. if they are the reasonable and customary fees and expenses of a person requested by the issuer to advise, honour, negotiate, transfer, or to issue a separate undertaking, and they are unrecovered and unrecoverable from the beneficiary or other presenter because no demand is made under the standby.

#### 8.03 Refund of Reimbursement

A nominated person that obtains reimbursement before the issuer timely dishonours the presentation must refund the reimbursement with interest if the issuer dishonours. The refund does not preclude the nominated person's wrongful dishonour claims.

#### 8.04 Bank-to-Bank Reimbursement

Any instruction or authorization to obtain reimbursement from another bank is subject to the International Chamber of Commerce standard rules for bank-to-bank reimbursements.

## RULE 9

### TIMING

#### 9.01 Duration of Standby

A standby must; or

- a. contain an expiry date; or
- b. permit the issuer to terminate the standby upon reasonable prior notice or payment.

#### 9.02 Effect of Expiration on Nominated Person

The rights of a nominated person that acts within the scope of its nomination are not affected by the subsequent expiry of the standby.

#### 9.03 Calculation of Time

- a. A period of time within which an action must be taken under these Rules begins to run on the first business day following the business day when the action could have been undertaken at the place where the action should have been undertaken.
- b. An extension period starts on the calendar day following the stated expiry date even if either day falls on a day when the issuer is closed.

#### 9.04 Time of Day of Expiration

If no time of day is stated for expiration, it occurs at the close of business at the place of presentation.

#### 9.05 Retention of Standby

Retention of the original standby does not preserve any rights under the standby after the right to demand payment ceases.

**RULE 10****SYNDICATION / PARTICIPATION****10.01 Syndication**

If a standby with more than one issuer does not state to whom presentation may be made, presentation may be made to any issuer with binding effect on all issuers.

**10.02 Participation**

- a. Unless otherwise agreed between an applicant and an issuer, the issuer may sell participations in the issuer's rights against the applicant and any presenter and may disclose relevant applicant information in confidence to potential participants.
- b. An issuer's sale of participations does not affect the obligations of the issuer under the standby or create any rights or obligations between the beneficiary and any participant.

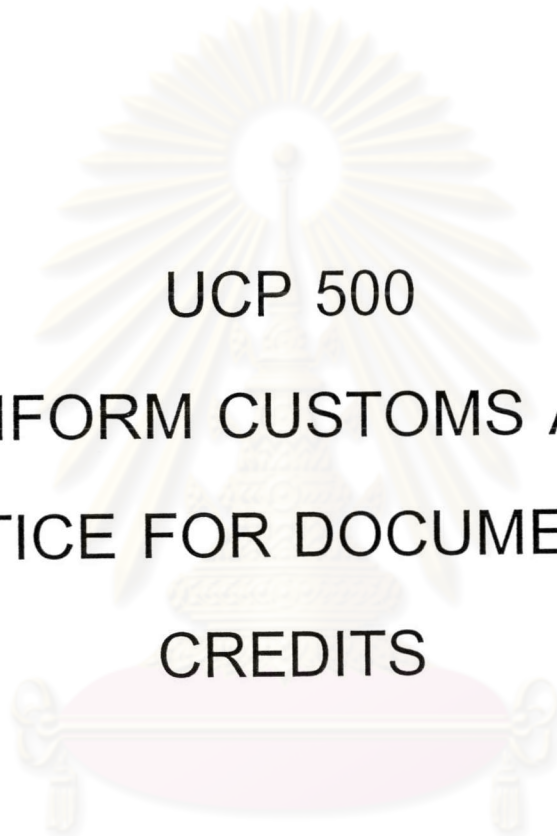
ศูนย์วิทยทรัพยากร  
จุฬาลงกรณ์มหาวิทยาลัย



ภาคผนวก ข.

ศูนย์วิทยทรัพยากร  
จุฬาลงกรณ์มหาวิทยาลัย





UCP 500  
UNIFORM CUSTOMS AND  
PRACTICE FOR DOCUMENTARY  
CREDITS

ศูนย์วิทยพัทพยากร  
จุฬาลงกรณ์มหาวิทยาลัย

## A GENERAL PROVISIONS AND DEFINITIONS

### ARTICLE 1

#### Application of UCP

The Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500, shall apply to all Documentary Credits (including to the extent to which they may be applicable, Standby Letter(s) of Credit) where they are incorporated into the text of the Credit. They are binding on all parties thereto, unless otherwise expressly stipulated in the Credit.

### ARTICLE 2

#### Meaning of Credit

For the purpose of these Articles, the expressions "Documentary Credit(s)" and "Standby Letter(s) of Credit" (hereinafter referred to as "Credit(s)"), mean any arrangement, however named or described, whereby a bank (the "Issuing Bank") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,

- i. is to make a payment to or to the order of a third party (the "Beneficiary"), or is to accept and pay bills of exchange (Draft(s)) drawn by the Beneficiary, or
- ii. authorises another bank to effect such payment, or to accept and pay such bills of exchange (Draft(s)), or
- iii. authorises another bank to negotiate, against stipulated document(s), provided that the terms and conditions of the Credit are complied with.

For the purpose of these Articles, branches of a bank in different countries are considered another bank.

### ARTICLE 3

#### Credits v. Contracts

- a. Credits, by their nature, are separate transactions from the sales or other

Contract (s) on which they may be based and banks are in no way concerned with or bound by such contract(s), even if any reference whatsoever to such

contract(s) is included in the Credit. Consequently, the undertaking of a bank to pay, accept and pay Draft(s) or negotiate and/or to fulfil any other obligation under the Credit, is not subject to claims or defences by the Applicant resulting from his relationships with the Issuing Bank or the Beneficiary.

- b. A Beneficiary can in no case avail himself of the contractual relationships existing between the banks or between the Applicant and the Issuing Bank.

#### ARTICLE 4

##### Documents v. Goods/Services/Performances

In Credit operations all parties concerned deal with documents, and not with goods, services and/or other performances to which the documents may relate.

#### ARTICLE 5

##### Instructions to Issue/Amend Credits

- a. Instructions for the issuance of a Credit, the Credit itself, instructions for an amendment thereto, and the amendment itself, must be complete and precise.

In order to guard against confusion and misunderstanding, banks should discourage any attempt :

- i. to include excessive detail in the Credit or in any amendment thereto;
  - ii. to give instructions to issue, advise or confirm a Credit by reference to a Credit previously issued (similar Credit) where such previous Credit has been subject to accepted amendment(s), and/or unaccepted amendment(s).
- b. All instructions for the issuance of a Credit and the Credit itself and, where applicable, all instructions for an amendment thereto and the amendment

itself, must state precisely the document(s) against which payment, acceptance or negotiation is to be made.

## B FORM AND NOTIFICATION OF CREDITS

### ARTICLE 6

#### Revocable v. Irrevocable Credits

- a. A Credit may be either
  - i. revocable, or
  - ii. irrevocable.
- b. The Credit, therefore, should clearly indicate whether it is revocable or irrevocable.
- c. In the absence of such indication the Credit shall be deemed to be irrevocable.

### ARTICLE 7

#### Advising Bank's Liability

- a. A Credit may be advised to a Beneficiary through another bank (the "Advising Bank") without engagement on the part of the Advising Bank, but that Bank, if it elects to advise the Credit, shall take reasonable care to check the apparent authenticity of the Credit which it advises. If the bank elects not to advise the Credit, it must so inform the Issuing Bank without delay.
- b. If the Advising Bank cannot establish such apparent authenticity it must inform, without delay, the bank from which the instructions appear to have been received that it has been unable to establish the authenticity of the Credit and if it elects nonetheless to advise the Credit it must inform the Beneficiary that it has not been able to establish the authenticity of the Credit.

### ARTICLE 8

#### Revocation of a Credit



- a. A revocable Credit may be amended or cancelled by the Issuing Bank at any moment and without prior notice to the Beneficiary.
- b. However, the Issuing Bank must:
  - i. reimburse another bank with which a revocable Credit has been made available for sight payment, acceptance or negotiation – for any payment, acceptance or negotiation made by such bank – prior to receipt by it of notice of amendment or cancellation, against documents which appear on their face to be in compliance with the terms and conditions of the Credit;
  - ii reimburse another bank with which a revocable Credit has been made available for deferred payment, if such a bank has, prior to receipt by it of notice of amendment or cancellation, taken up documents which appear on their face to be in compliance with the terms and conditions of the Credit.

## ARTICLE 9

### Liability of Issuing and Confirming Banks

- a. An irrevocable Credit constitutes a definite undertaking of the Issuing Bank, provided that the stipulated documents are presented to the Nominated Bank or to the Issuing Bank and that the terms and conditions of the Credit are complied with:
  - i. If the Credit provides for sight payment – to pay sight;
  - ii. if the Credit provides for deferred payment – to pay on the maturity date(s) determinable in accordance with the stipulations of the Credits;
  - iii. if the Credit provides for acceptance:
    - a. by the Issuing Bank – to accept Draft(s) drawn by the Beneficiary on the Issuing Bank and pay them at maturity, or
    - b. by another drawee bank – to accept and pay at maturity Draft(s) drawn by the Beneficiary on the Issuing Bank in the event the

drawee bank stipulated in the Credit does not accept Draft(s) drawn on it, or to pay Draft(s) accepted but not paid by such drawee bank at maturity;

- iv. if the Credit provides for negotiation – to pay without recourse to drawee and/or bona fide holders, Draft(s) drawn by the Beneficiary and/or document(s) presented under the Credit. A Credit should not be issued available by Draft(s) on the Applicant. If the Credit nevertheless calls for Draft(s) on the Applicant, bank will consider such Draft(s) as an additional document(s).
- b. A confirmation of an irrevocable Credit by another bank (the “Confirming Bank”) upon the authorisation or request of the Issuing Bank, constitutes a definite undertaking of the confirming Bank, in addition to that of the Issuing Bank, provided that the stipulated documents are presented to the Confirming Bank or to any other Nominated Bank and that the terms and conditions of the Credit are complied with:
    - i. if the Credit provides for sight payment – to pay at sight;
    - ii. if the Credit provides for deferred payment – to pay on the maturity date(s) determinable in accordance with the stipulations of the Credit;
    - iii. if the Credit provides acceptance:
      - a. by the Confirming Bank – to accept Draft(s) drawn by the Beneficiary on the Confirming Bank and pay them at maturity, or
      - b. by another drawee bank – to accept and pay at maturity Draft(s) drawn by the Beneficiary on the Confirming Bank, in the event the drawee bank stipulated in the Credit does not accept Draft(s) drawn on it, or to pay Draft(s) accepted but not paid by such drawee bank at maturity;
    - iv. if the Credit provides for negotiation – to negotiate without recourse to drawers and/or bona fide holders, Draft(s) drawn by the Beneficiary and/or document(s) presented under the Credit. A Credit should not be issued available by Draft(s) on the Applicant. If the Credit

nevertheless calls for Draft(s) on the Applicant, banks will consider such Draft(s) as an additional document(s).

- c. i. If another bank is authorised or requested by the Issuing Bank to add its confirmation to a Credit but is not prepared to do so, it must so inform the Issuing Bank without delay.
- ii. Unless the Issuing Bank specifies otherwise in its authorisation or request to add confirmation, the Advising Bank may advise the Credit to the Beneficiary without adding its confirmation.
- d. i. Except as otherwise provided by Article 48, an irrevocable Credit can neither be amended nor cancelled without the agreement of the Issuing Bank, the Confirming Bank, if any, and the Beneficiary.
- ii. The Issuing Bank shall be irrevocably bound by an amendment(s) issued by it from the time of the issuance of such amendment(s). A Confirming Bank may extend its confirmation to an amendment and shall be irrevocably bound as of the time of its advice of the amendment. A Confirming Bank may, however, choose to advise an amendment to the Beneficiary without extending its confirmation and if so, must inform the Issuing Bank and the Beneficiary without delay.
- iii. The terms of the original Credit (or a Credit incorporating previously accepted amendment(s)) will remain in force for the Beneficiary until the Beneficiary communicates his acceptance of the amendment to the bank that advised such amendment. The Beneficiary should give notification of acceptance or rejection of amendment(s). If the Beneficiary fails to give such notification, the tender of documents to the Nominated Bank or Issuing Bank, that conform to the Credit and to not yet accepted amendment(s), will be deemed to be notification of acceptance by the Beneficiary of such amendment(s) and as of that moment the Credit will be amended.



- iv. Partial acceptance of amendments contained in one and the same advice of amendment is not allowed and consequently will not be given any effect.

## ARTICLE 10

### Types of Credit

- a. All Credits must clearly indicate whether they are available by sight payment, by deferred payment, by acceptance or by negotiation.
- b.
  - i. Unless the Credit stipulates that it is available only with the Issuing Bank, all Credits must nominate the bank (the "Nominated Bank") which is authorised to pay, to incur a deferred payment undertaking, to accept Draft(s) or to negotiate. In a freely negotiable Credit, any bank is a Nominated Bank.  

Presentation of documents must be made to the Issuing Bank or the Confirming Bank, if any, or other Nominated Bank.
  - ii. Negotiation means the giving of value for Draft(s) and/or document(s) by the bank authorised to negotiate. Mere examination of the documents without giving of value does not constitute a negotiation.
- c. Unless the Nominated Bank is the Confirming Bank, nomination by the Issuing Bank does not constitute any undertaking by the Nominated Bank to pay, to incur a deferred payment undertaking, to accept Draft(s), or to negotiate. Except where expressly agreed to by the Nominated Bank and so communicated to the Beneficiary, the Nominated Bank's receipt of and/or examination and/or forwarding of the documents does not make that bank liable to pay, to incur a deferred payment undertaking, to accept Draft(s), or to negotiate.
- d. By nominating another bank, or by allowing for negotiation by any bank, or by authorising or requesting another bank to add its confirmation, the Issuing Bank authorises such bank to pay, accept Draft(s) or negotiate as the case may be, against documents which appear on their face to be in



compliance with the terms and conditions of the Credit and undertakes to reimburse such bank in accordance with the provisions of these Articles.

## ARTICLE 11

### Teletransmitted and Pre-Advised Credits

- a. i. When an Issuing Bank instructs an Advising Bank by an authenticated teletransmission to advise a Credit or an amendment to a Credit, the teletransmission will be deemed to be the operative Credit instrument or the operative amendment, and no mail confirmation should be sent. Should a mail confirmation nevertheless be sent, it will have no effect and the Advising Bank will have no obligation to check such mail confirmation against the operative Credit instrument or the operative amendment received by teletransmission.
- ii. If the teletransmission states "full details to follow" (or words of similar effect) or states that the mail confirmation is to be the operative Credit instrument or the operative amendment, then the teletransmission will not be deemed to be the operative Credit instrument or the operative amendment. The Issuing Bank must forward the operative Credit instrument or the operative amendment to such Advising Bank without delay.
- b. If a bank uses the services of an Advising Bank to have the Credit advised to the Beneficiary, it must also use the services of the same bank for advising an amendment(s).
- c. A preliminary advice of the issuance or amendment of an irrevocable Credit (pre-advice), shall only be given by an Issuing Bank if such bank is prepared to issue the operative Credit instrument or the operative amendment thereto. Unless otherwise stated in such preliminary advice by the Issuing Bank, an Issuing Bank having given such pre-advice shall be

irrevocably committed to issue or amend the Credit, in terms not inconsistent with the pre-advice, without delay.

## ARTICLE 12

### Incomplete or Unclear Instructions

If incomplete or unclear instructions are received to advise, confirm or amend a Credit, the bank requested to act on such instructions may give preliminary notification to the Beneficiary for information only and without responsibility. This preliminary notification should state clearly that the notification is provided for information only and without the responsibility of the Advising Bank. In any event, the Advising Bank must inform the Issuing Bank of the action taken and request it to provide the necessary information.

The Issuing Bank must provide the necessary information without delay. The Credit will be advised, confirmed or amended, only when complete and clear instructions have been received and if the Advising Bank is then prepared to act on the instructions.

## C LIABILITIES AND RESPONSIBILITIES

### ARTICLE 13

#### Standard for Examination of Documents

- a. Banks must examine all documents stipulated in the Credit with reasonable care, to ascertain whether or not they appear, on their face, to be in compliance with the terms and conditions of the Credit. Compliance of the stipulated documents on their face with the terms and conditions of the Credit, shall be determined by international standard banking practice as reflected in these Articles. Document which appear on their face to be inconsistent with one another will be considered as not appearing on their face to be in compliance with the terms and conditions of the Credit.

Documents not stipulated in the Credit will not be examined by banks. If they receive such documents, they shall return them to the presenter or pass them on without responsibility.

- b. The Issuing Bank, the Confirming Bank, if any, or a Nominated Bank acting on their behalf, shall each have a reasonable time, not to exceed seven banking days following the day of receipt of the documents, to examine the documents and determine whether to take up or refuse the documents and to inform the party from which it received the documents accordingly.
- c. If a Credit contains conditions without stating the document(s) to be presented in compliance therewith, banks will deem such conditions as not stated and will disregard them.

#### ARTICLE 14

##### Discrepant Documents and Notice

- a. When the Issuing Bank authorises another bank to pay, incur a deferred payment undertaking, accept Draft(s), or negotiate against documents which appear on their face to be in compliance with the terms and conditions of the Credit, the Issuing Bank and the Confirming Bank, if any are bound:
  - i. to reimburse the Nominated Bank which has paid, incurred a deferred payment undertaking, accepted Draft(s), or negotiated,
  - ii to take up the documents.
- b. Upon receipt of the documents the Issuing Bank and/or Confirming Bank, if any, or a Nominated Bank acting on their behalf, must determine on the basis of the documents alone whether or not they appear on their face to be in compliance with the terms and conditions of the Credit. If the documents appear on their face not to be in compliance with the terms and conditions of the Credit, such banks may refuse to take up the documents.



- c. If the Issuing Bank determines that the documents appear on their face not to be in compliance with the terms and conditions of the Credit, it may in its sole judgment approach the Applicant for a waiver of the discrepancy(ies). This does not, however, extend the period mentioned in sub — Article 13 (b).
- d. i. If the Issuing Bank and/or Confirming Bank, if any, or a Nominated Bank acting on their behalf, decides to refuse the documents, it must give notice to that effect by telecommunication or, if that is not possible, by other expeditious means, without delay but no later than the close of the seventh banking day following the day of receipt of the documents. Such notice shall be given to the bank from which it received the documents, or to the Beneficiary, if it received the documents directly from him.
- ii. Such notice must state all discrepancies in respect of which the bank refuses the documents and must also state whether it is holding the documents at the disposal of, or is returning them to, the presenter.
- iii. The Issuing Bank and/or Confirming Bank, if any, shall then be entitled to claimed from the remitting bank refund, with interest, of any reimbursement which has been made to that bank.
- e. If the Issuing Bank and/or Confirming Bank, if any, fails to act in accordance with the provisions of this Article and/or fails to hold the documents at the disposal of, or return them to the presenter, the Issuing Bank and/or Confirming Bank, if any, shall be precluded from claiming that the documents are not compliance with the terms and conditions of the Credit.
- f. If the remitting bank draws the attention of the Issuing Bank and/or Confirming Bank, if any, to any discrepancy(ies) in the document(s) or advises such banks that it has paid, incurred a deferred payment undertaking, accepted Draft(s) or negotiated under reserve or against an indemnity in respect of such discrepancy(ies), the Issuing Bank and/or Confirming Bank, if any, shall not be thereby relieved from any of their obligations under any provision of this Article. Such reserve or indemnity



concerns only the relations between the remitting bank and the party towards whom the reserve was made, or from whom, or on whose behalf, the indemnity was obtained.

#### ARTICLE 15

##### Disclaimer on Effectiveness of Documents

Banks assume no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document(s), or for the general and/or particular conditions stipulated in the document(s) or superimposed thereon; nor do they assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods represented by any document(s), or for the good faith or acts and/or omissions, solvency, performance or standing of the consignors, the carriers, the forwarders, the consignees or the insurers of the goods, or any other person whomsoever.

#### ARTICLE 16

##### Disclaimer on the Transmission of Messages

Bank assume no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message(s), letter(s) or document(s), or for delay, mutilation or other error(s) arising in transmission of any telecommunication. Banks assume no liability or responsibility for errors in translation and/or interpretation of technical terms, and reserve the right to transmit Credit terms without translating them.

#### ARTICLE 17

##### Force Majeure

Banks assume no liability or responsibility for the consequences arising out of the interruption of their business by Acts of God, riots, civil commotions, insurrections wars or any other causes beyond their control, or by any strikes or lockouts. Unless specifically authorised, banks will not, upon resumption of their business, pay, incur a deferred payment undertaking, accept Draft(s) or negotiate under Credits which expired during interruption of their business.

## ARTICLE 18

### Disclaimer for Acts of an Instructed Party

- a. Banks utilizing the services of another bank or other banks for the purpose of giving effect to the instructions of the Applicant do so for the account and at the risk of such Applicant.
- b. Banks assume no liability or responsibility should the instructions they transmit not be carried out, even if they have themselves taken the initiative in the choice of such other bank(s).
- c.
  - i. A party instructing another party to perform services is liable for any charges, including commissions, fees, costs or expenses incurred by the instructed party in connection with its instructions.
  - ii. Where a Credit stipulates that such charges are, for the account of a party other than the instructing party, and charges cannot be collected, the instructing party remains ultimately liable for the payment thereof.
- d. The Applicant shall be bound by and liable to indemnify the banks against all obligations and responsibilities imposed by foreign laws and usages.

## ARTICLE 19

### Bank-to-Bank Reimbursement Arrangements

- a. If an Issuing Bank intends that the reimbursement to which a paying, accepting or negotiating bank is entitled, shall be obtained by such bank

(the "Claiming Bank"), claiming on another party (the "Reimbursing Bank"), it shall provide such Reimbursing Bank in good time with the proper instructions or authorisation to honour such reimbursement claims.

- b. Issuing Banks shall not require a Claiming Bank to supply a certificate of compliance with the terms and conditions of the Credit to the Reimbursement Bank.
- c. An Issuing Bank shall not be relieved from any of its obligations to provide reimbursement if and when reimbursement is not received by the Claiming Bank from the Reimbursing Bank.
- d. The Issuing Bank shall be responsible to the Claiming Bank for any loss of interest if reimbursement is not provided by the Reimbursing Bank on first demand, or as otherwise specified in the Credit, or mutually agreed, as the case may be.
- e. The Reimbursing Bank's charges should be for the account of the Issuing Bank. However, in cases where the charges are for the account of another party, it is the responsibility of the Issuing Bank to so indicate in the original Credit and in the reimbursement authorisation. In cases where the Reimbursing Bank's charges are for the account of another party they shall be collected from the Claiming Bank when the Credit is drawn under. In cases where the Credit is not drawn under, the Reimbursing Bank's charges remain the obligation of the Issuing Bank.

## D DOCUMENTS

### ARTICLE 20

#### Ambiguity as to the Issuers of Documents

- a. Terms such as "first class", "well know", "qualified", "independent", "official", "competent", "local", and the like, shall not be used to describe the issuers of any document(s) to be presented under a Credit. If such terms are

incorporated in the Credit, banks will accept the relative document(s) as presented, provided that it appears on its face to be in compliance with the other terms and conditions of the Credit and not to have been issued by the Beneficiary.

b. Unless otherwise stipulated in the Credit, banks will also accept as an original document(s), a document(s) produced or appearing to have been produced:

i. by reprographic, automated or computerized systems;

ii. as carbon copies;

provided that it is marked as original and, where necessary, appears to be signed.

A document may be signed by handwriting, by facsimile signature, by perforated signature, by stamp, by symbol, or by any other mechanical or electronic method of authentication.

c. i. Unless otherwise stipulated in the Credit, banks will accept as a copy (ies), a document(s) either labeled copy or not marked as an original – a copy(ies) need not be signed.

ii. Credits that require multiple document(s) such as “duplicate”, “two fold”, “two copies” and the like, will be satisfied by the presentation of one original and the remaining number in copies except where the document itself indicates otherwise.

d. Unless otherwise stipulated in the Credit, a condition under a Credit calling for a document to be authenticated, validated, legalised, visaed, certified or indicating a similar requirement, will be satisfied by any signature, mark, stamp or label on such document that on its face appears to satisfy the above condition.

## ARTICLE 21

### Unspecified Issuers or Contents of Documents



When documents other than transport documents, insurance documents and commercial invoices are called for, the Credit should stipulate by whom such documents are to be issued and their wording or data content. If the Credit does not so stipulate, banks will accept such documents as presented, provided that their data content is not inconsistent with any other stipulated document presented.

## Article 22

### Issuance Date of Documents v. Credit Date

Unless otherwise stipulated in the Credit, banks will accept a document bearing a date of issuance prior to that of the Credit, subject to such document being presented within the time limits set out in the Credit and in these Articles.

## ARTICLE 23

### Marine/Ocean Bill of Lading

- a. If a Credit calls for a bill of lading covering a port-to-port shipment, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- i. appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by:
    - the carrier or a named agent for or on behalf of the carrier, or
    - the master or a named agent for or on behalf of the master.

Any signature or authentication of the carrier or master must be identified as carrier or master, as the case may be. An agent signing or authenticating for the carrier or master must also indicate the name and the capacity of the party, i.e. carrier or master, on whose behalf that agent is acting. **And**

- ii indicates that the goods have been loaded on board, or shipped on a named vessel.

Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the bill of lading that the goods have been loaded on board a named vessel or shipped on a named vessel, in which case the date of issuance of the bill of lading will be deemed to be the date of loading on board and the date of shipment.

In all other cases loading on board a named vessel must be evidenced by a notation on the bill of lading which gives the date on which the goods have been loaded on board, in which case the date of the on board notation will be deemed to be the date of shipment.

If the bill of lading contains the indication "intended vessel", or similar qualification in relation to the vessel, loading on board a named vessel must be evidenced by an on board notation on the bill of lading which, in addition to the date on which the goods have been loaded on board, also includes the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named as the "intended vessel".

If the bill of lading indicates a place of receipt or taking in charges different from the port of loading, the on board notation must also include the port of loading stipulated in the Credit and the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named in the bill of lading. This provision also applies whenever loading on board the vessel is indicated by pre-printed wording on the bill of lading,

and

- iii. indicates the port of loading and the port of discharge stipulated in the Credit, notwithstanding that it:
  - a. indicates a place of taking in charge different from the port of loading, and/or a place of final destination different from the port of discharge, **and/or**
  - b. contains the indication "intended" or similar qualification in relation to the port of loading and/or port of discharge, as long as the

- document also states the ports of loading and/or discharge stipulated in the Credit, **and**
- iv. consists of a sole original bill of lading, if issued in more than one original, the full set as so issued, **and**
  - v. appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the bill of lading (short form/blank back bill of lading); banks will not examine the contents of such terms and conditions, **and**
  - vi. contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, **and**
  - vii. in all other respects meets the stipulates of the Credit.
- b. For the purpose of this Article, transhipment means unloading and reloading from one vessel to another vessel during the course of ocean carriage from the port of loading to the port of discharge stipulated in the Credit.
  - c. Unless transhipment is prohibited by the terms of the Credit, banks will accept a bill of lading which indicates that the goods will be transhipped, provided that the entire ocean carriage is covered by one and the same bill of lading.
  - d. Even if the Credit prohibits transhipment, banks will accept a bill of lading which:
    - i. indicates that transhipment will take place as long as the relevent cargo is shipped in Container(s), Trailer (s) and/or "LASH" barge(s) as evidenced by the bill of lading, provided that the entire ocean carriage is covered by one and the same bill of lading. **and/or**
    - ii. incorporates clauses stating that the carrier reserves the right to tranship.

#### ARTICLE 24

##### Non-Negotiable Sea Waybill



a. If a Credit calls for a non-negotiable sea waybill covering a port-to-port shipment, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:

- i. appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by:
  - the carrier or a named agent for or on behalf of the carrier, or
  - the master or a named agent for or on behalf of the master,

Any signature or authentication of the carrier or master must be identified as carrier or master, as the case may be. An agent signing or authenticating for the carrier or master must also indicate the name and the capacity of the party, i.e. carrier or master, on whose behalf that agent is acting, and

- ii. indicates that the goods have been loaded on board, or shipped on a named vessel.

Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the non-negotiable sea waybill that the goods have been loaded on board a named vessel or shipped on a named vessel, in which case the date of issuance of the non-negotiable sea waybill will be deemed to be the date of loading on board and the date of shipment.

In all other cases loading on board a named vessel must be evidenced by a notation on the non-negotiable sea waybill which gives the date on which the goods have been loaded on board, in which case the date of the on board notation will be deemed to be the date of shipment.

If the non-negotiable sea waybill contains the indication "intended vessel", or similar qualification in relation to the vessel, loading on board a named vessel must be evidenced by an on board notation on the non-negotiable sea waybill which, in addition to the date on which the goods have been loaded on board, includes the name of the vessel on which the goods have been loaded, even if they have been loaded on the vessel named as the "intended vessel".

If the non-negotiable sea waybill indicates a place of receipt or taking in charge different from the port of loading, the on board notation must also include the



port of loading stipulated in the Credit and the name of the vessel on which the goods have been loaded, even if they have been loaded on a vessel named in the non-negotiable sea waybill. This provision also applies whenever loading on board the vessel is indicated by pre-printed wording on the non-negotiable sea waybill, **and**

- iii. indicates the port of lading and the port of discharge stipulated in the Credit, notwithstanding that it:
    - a. indicates a place of taking in charge different from the port of loading, and/or a place of final destination different from the port of discharge, **and/or**
    - b. contains the indication "intended" or similar qualification in relation to the port of loading and/or port of discharge, as long as the document also states the ports of loading and/or discharge stipulated in the Credit, **and**
  - iv. consists of a sole original non-negotiable sea waybill, or if issued in more than one original, the full set as so issued, **and**
  - v. appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the non-negotiable sea waybill (short form/blank back non-negotiable sea waybill); banks will not examine the contents of such terms and conditions, **and**
  - vi. contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, **and**
  - vii. in all other respects meets the stipulations of the Credit.
- b. For the purpose of this Article, transshipment means unloading and reloading from one vessel to another vessel during the course of ocean carriage from the port of loading to the port of discharge stipulated in the Credit .
  - c. Unless transshipment is prohibited by the terms of the Credit, banks will accept a non-negotiable sea waybill which indicates that the goods will be

transhipped, provided that the entire ocean carriage is covered by one and the same non-negotiable sea waybill.

- d. Even if the Credit prohibits transshipment, banks will accept a non-negotiable sea waybill which:
- i. indicates that transshipment will take place as long as the relevant cargo is shipped in Container(s), Trailer(s) and/or "LASH" barge(s) as evidenced by the non-negotiable sea waybill, provided that the entire ocean carriage is covered by one and the same non-negotiable sea waybill, **and/or**
  - ii. incorporates clauses stating that the carrier reserves the right to tranship.

## ARTICLE 25

### Charter Party Bill of Lading

- a. If a Credit calls for or permits a charter party bill of lading, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- i. contains any indication that it is subject to a charter party, **and**
  - ii. appears on its face to have been signed or otherwise authenticated by:
    - the master or a named agent for or on behalf of the master, or
    - the owner or a named agent for or on behalf of the owner.

Any signature or authentication of the master or owner must be identified as master or owner as the case may be. An agent signing or authenticating for the master or owner must also indicate the name and the capacity of the party, i.e. master or owner, on whose behalf that agent is acting. **and**

- iii. does or does not indicate the name of the carrier. **and**
- iv. indicates that the goods have been loaded on board or shipped on a named vessel.

Loading on board or shipment on a named vessel may be indicated by pre-printed wording on the bill of lading that the goods have been loaded on board a named vessel or shipped on a named vessel, in which case the

date of issuance of the bill of lading will be deemed to be the date of loading on board and the date of shipment. In all other cases loading on board a named vessel must be evidenced by a notation on the bill of lading which gives the date on which the goods have been loaded on board, in which case the date of the on board notation will be deemed to be the date of shipment, and

- v. indicates the port of loading and the port of discharge stipulated in the Credit. and
  - vi. consists of a sole original bill of lading or, if issued in more than one original, the full set as so issued, and
  - vii. contains no indication that the carrying vessel is propelled by sail only, and
  - viii. in all other respects meets the stipulations of the Credit.
- b. Even if the Credit requires the presentation of a charter party contract in connection with a charter party bill of lading banks will not examine such charter party contract, but will pass it on without responsibility on their part.

## Article 26

### Multimodal Transport Document

- a. If a Credit calls for a transport document covering at least two different modes of transport (multimodal transport), banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
  - i. appears on its face to indicate the name of the carrier or multimodal transport operator and to have been signed or otherwise authenticated by:
    - the carrier or multimodal transport operator or a named agent for or on behalf of the carrier or multimodal transport operator, or
    - the master or a named agent for or on behalf of the master.



Any signature or authentication of the carrier, multimodal transport operator or master must be identified as carrier, multimodal transport operator or master, as the case may be. An agent signing or authenticating for the carrier, multimodal transport operator or master must also indicate the name and the capacity of the party, i.e. carrier, multimodal transport operator or master, on whose behalf that agent is acting, **and**

ii. indicates that the goods have been dispatched, taken in charge or loaded on board.

Dispatch, taking in charge or loading on board may be indicated by wording to that effect on the multimodal transport document and the date of issuance will be deemed to be the date of dispatch, taking in charge or loading on

board and the date of shipment. However, if the document indicates, by stamp or otherwise, a date of dispatch, taking in charge or loading on board, such date will be deemed to be the date of shipment, **and**

iii. a. indicates the place of taking in charge stipulated in the Credit which may be different from the port, airport or place of loading, and the place of final destination stipulated in the Credit which may be different from the port, airport or place of discharge, **and/or**

b. contains the indication "intended" or similar qualification in relation to the vessel and/or port of loading and/or port of discharge, **and**

iv. consists of a sole original multimodal transport document or, if issued in more than one original, the full set as so issued, **and**

v. appears to contain all of the terms and conditions of carriage, or some of such terms and conditions by reference to a source or document other than the multimodal transport document (short form/blank back multimodal transport document); banks will not examine the contents of such terms and conditions, **and**



- vi. contains no indication that it is subject to a charter party and/or no indication that the carrying vessel is propelled by sail only, and
  - vii. in all other respects meets the stipulations of the Credit.
- b. Even if the Credit prohibits transshipment, banks will accept a multimodal transport document which indicates that transshipment will or may take place, provided that the entire carriage is covered by one and the same multimodal transport document.

## ARTICLE 27

### Air Transport Document

- a. If a Credit calls for an air transport document, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- i. appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by:
    - the carrier, or
    - a named agent for or on behalf of the carrier.

Any signature or authentication of the carrier must be identified as carrier. An agent signing or authenticating for the carrier must also indicate the name and the capacity of the party, i.e. carrier, on whose behalf that agent is acting, and

- ii. indicates that the goods have been accepted for carriage, and
- iii. where the Credit calls for an actual date of dispatch, indicates a specific notation of such date, the date of dispatch so indicated on the air transport document will be deemed to be the date of shipment.

For the purpose of this Article, the information appearing in the box on the air transport document (marked "For Carrier Use Only" or similar expression) relative to the flight number and date will not be considered as a specific notation of such date of dispatch. In all other cases, the date of issuance of the air transport document will be deemed to be the date of shipment, and

- iv. indicates the airport of departure and the airport of destination stipulated in the Credit, and

- v. appears to be the original for consignor/shipper even if the Credit stipulates a full set of originals, or similar expressions, **and**
  - vi. appears to contain all of the terms and conditions of carriage, or some of such terms and conditions, by reference to a source or document other than the air transport document; banks will not examine the contents of such terms and conditions, **and**
  - vii. in all other respects meets the stipulations of the Credit.
- b. For the purpose of this Article, transshipment means unloading and reloading from one aircraft to another aircraft during the course of carriage from the airport of departure to the airport of destination stipulated in the Credit.
- c. Even if the Credit prohibits transshipment, banks will accept an air transport document which indicates that transshipment will or may take place, provided that the entire carriage is covered by one and the same air transport document.

## ARTICLE 28

### Road, Rail or Inland Waterway Transport Documents

- a. If a Credit calls for a road, rail, or inland waterway transport document, banks will, unless otherwise stipulated in the Credit, accept a document of the type called for, however named, which:
- i. appears on its face to indicate the name of the carrier and to have been signed or otherwise authenticated by the carrier or a named agent for or on behalf of the carrier and/or to bear a reception stamp or other indication of receipt by the carrier or a named agent for or on behalf of the carrier.

Any signature, authentication, reception stamp or other indication of receipt of the carrier, must be identified on its face as that of the carrier. An agent signing

or authenticating for the carrier, must also indicate the name and the capacity of the party, i.e. carrier, on whose behalf that agent is acting, and

- ii. indicates that the goods have been received for shipment, dispatch or carriage or wording to this effect. The date of issuance will be deemed to be the date of shipment unless the transport document contains a reception stamp, in which case the date of the reception stamp will be deemed to be the date of shipment, and
  - iii. indicates the place of shipment and the place of destination stipulated in the Credit, and
  - iv. in all other respects meets the stipulations of the Credit.
- b. In the absence of any indication on the transport document as to the numbers issued, banks will accept the transport document(s) presented as constituting a full set. Banks will accept as original(s) the transport document(s) whether marked as original(s) or not.
- c. For the purpose of this Article, transshipment means unloading and reloading from one means of conveyance to another means of conveyance, in different modes of transport, during the course of carriage from the place of shipment to the place of destination stipulated in the Credit.
- d. Even if the credits prohibits transshipment, banks will accept a road, rail, or inland waterway transport document which indicates that transshipment will or may take place, provided that the entire carriage is covered by one and the same transport document and within the same mode of transport.

## ARTICLE 29

### Courier and Post Receipts

- a. If a Credit calls for a post receipt or certificate of posting, banks will, unless otherwise stipulated in the Credit, accept a post receipt or certificate of posting which:
- i. appears on its face to have been stamped or otherwise authenticated and dated in the place from which the Credit stipulates the goods are to be shipped or dispatched and such date will be deemed to be the date of shipment or dispatch, **and**
  - ii. in all other respects meets the stipulations of the Credit.
- b. If a Credit calls for a document issued by a courier or expedited delivery service evidencing receipt of the goods for delivery, banks will, unless otherwise stipulated in the Credit, accept a document, however named, which:
- i. appears on its face to indicate the name of the courier/service, and to have been stamped, signed or otherwise authenticated by such named courier/service (unless the Credit specifically calls for a document issued by a named Courier/Service, banks will accept a document issued by any Courier/Service), **and**
  - ii. Indicates a date of pick-up or of receipt or wording to this effect, such date being deemed to be the date of shipment or dispatch, **and**
  - iii. In all other respect meets the stipulations of the Credit.

#### ARTICLE 30

##### Transport Documents issued by Freight Forwarders

Unless otherwise authorised in the Credit, banks will only accept a transport document issued by a freight forwarder if it appears on its face to indicate:



- i. the name of the freight forwarder as a carrier or multimodal transport operator and to have been signed or otherwise authenticated by the freight forwarder as carrier or multimodal transport operator, or
- ii. the name of the carrier or multimodal transport operator and to have been signed or otherwise authenticated by the freight forwarder as a named agent for or on behalf of the carrier or multimodal transport operator.

#### ARTICLE 31

##### “On Deck” , “Shipper’s Load and Count” , Name of Consignor

Unless otherwise stipulated in the Credit, banks will accept a transport document which:

- i. does not indicate, in the case of carriage by sea or by more than one means of conveyance including carriage by sea, that the goods are or will be loaded on deck. Nevertheless, banks will accept a transport document which contains a provision that the goods may be carried on deck, provided that it does not specifically state that they are or will be loaded on deck, and/or
- ii. bears a clause on the face thereof such as “shipper’s load and count” or “said by shipper to contain” or word of similar effect, and/or
- iii. indicates as the consignor of the goods a party other than the Beneficiary of the Credit.

#### ARTICLE 32

##### Clean Transport Documents

- a. A clean transport document is one which bears no clause or notation which expressly declares a defective condition of the goods and/or the packaging.
- b. Banks will not accept transport documents bearing such clauses or notations unless the Credit expressly stipulates the clauses or notations which may be accepted.

- c. Banks will regard a requirement in a Credit for a transport document to bear the clause "clean on board" as complied with if such transport document meets the requirements of this Article and of Article 23,24,25,26,27,28or30.

### ARTICLE 33

#### Freight Payable/Prepaid Transport Documents

- a. Unless otherwise stipulated in the Credit, or inconsistent with any of the documents presented under the Credit, banks will accept transport documents stating that freight or transportation charges (hereafter referred to as "freight") have still to have paid.
- b. If a Credit stipulates that the transport document has to indicate that freight has been paid or prepaid, banks will accept a transport document on which words clearly indicating payment or prepayment of freight appear by stamp or otherwise, or on which payment or prepayment of freight is indicated by other means. If the Credit requires courier charges to be paid or prepaid banks will also accept a transport document issued by a courier or expedited delivery service evidencing that courier charges are for the account of a party other than the consignee.
- c. The "freight prepayable" or "freight to be prepaid" or words of similar effect, if appearing on transport documents, will not be accepted as constituting evidence of the payment of freight.
- d. Banks will accept transport documents bearing reference by stamp or otherwise to costs additional to the freight, such as costs of, or disbursements incurred in connection with, loading, unloading or similar operations, unless the conditions of the Credit specifically prohibit such reference.

### ARTICLE 34

#### Insurance Documents

- a. Insurance documents must appear on their face to be issued and signed by insurance companies or underwriters or their agents.

- b. If the insurance document indicates that it has been issued in more than one original, all the originals must be presented unless otherwise authorised in the Credit.
- c. Cover notes issued by brokers will not be accepted, unless specifically authorised in the Credit.
- d. Unless otherwise stipulated in the Credit, banks will accept an insurance certificate or a declaration under an open cover pre-signed by insurance companies or underwriters or their agents. If a Credit specifically calls for an insurance certificate or a declaration under an open cover, banks will accept, in lieu thereof, an insurance policy.
- e. Unless otherwise stipulated in the Credit, or unless it appears from the insurance document that the cover is effective at the latest from the date of loading on board or dispatch or taking in charge of the goods, banks will not accept an insurance document which bears a date of issuance later than the date of loading on board or dispatch or taking in charge as indicated in such transport document.
- f.
  - i. Unless otherwise stipulated in the Credit, the insurance document must be expressed in the same currency as the Credit.
  - ii. Unless otherwise stipulated in the credit, the minimum amount for which the insurance document must indicate the insurance cover to have been effected is the CIF (cost, insurance and freight (... "named port of destination")) or CIP (carriage and insurance paid to (... "named place of destination")) value of the goods, as the case may be, plus 10%, but only when the CIF or CIP value can be determined from the documents on their face. Otherwise, banks will accept as such minimum amount 110% of the amount for which payment, acceptance or negotiation is requested under the Credit, or 110% of the gross amount of the invoice, whichever is the greater.

**ARTICLE 35****Type of Insurance Cover**

- a. Credits should stipulate the type of insurance required and, if any, the additional risks which are to be covered. Imprecise terms such as “usual risks” or “customary risks” shall not be used; if they are used, banks will accept insurance documents as presented, without responsibility for any risks not being covered.
- b. Failing specific stipulations in the Credit, banks will accept insurance documents as presented, without responsibility for any risks not being covered.
- c. Unless otherwise stipulated in the Credit, banks will accept an insurance document which indicates that the cover is subject to a franchise or an excess (deductible).

**ARTICLE 36****All Risks Insurance Cover**

Where a Credit stipulates “insurance against all risks”, banks will accept an insurance document which contains any “all risks” notation or clause, whether or not bearing the heading “all risks”, even if the insurance document indicates that certain risks are excluded, without responsibility for any risk(s) not being covered.

**ARTICLE 37****Commercial Invoices**

- a. Unless otherwise stipulated in the Credit, commercial invoices;
  - i. must appear on their face to be issued by the Beneficiary named in the Credit (except as provided in Article 48), and



- iii. must be made out in the name of the Applicant (except as provided in sub-Article 48 (h)), and
  - iii. need not be signed.
- b. Unless otherwise stipulated in the Credit, banks may refuse commercial invoices issued for amounts in excess of the amount permitted by the Credit. Nevertheless, if a bank authorised to pay, incur a deferred payment undertaking, accept Draft(s), or negotiate under a Credit accepts such invoices, its decision will be binding upon all parties, provided that such bank has not paid, incurred a deferred payment undertaking, accepted Draft(s) or negotiated for an amount in excess of that permitted by the Credit.
- c. The description of the goods in the commercial invoice must correspond with the description in the Credit. In all other documents, the goods may be described in general terms not inconsistent with the description of the goods in the Credit.

## ARTICLE 38

### Other Documents

If a Credit calls for an attestation or certification of weight in the case of transport other than by sea, banks will accept a weight stamp or declaration of weight which appears to have been superimposed on the transport document by the carrier or his agent unless the Credit specifically stipulates that the attestation or certification of weight must be by means of a separate document.

## E MISCELLANEOUS PROVISIONS

### ARTICLE 39

#### Allowances in Credit Amount, Quantity and Unit Price

- a. The words "about" , "approximately" , "circa" or similar expressions used in connection with the amount of the Credit or the quantity or the unit price

stated in the Credit are to be construed as allowing a difference not to exceed 10% more or 10% less than the amount or the quantity or the unit price to which they refer.

- b. Unless a Credit stipulates that the quantity of the goods specified must not be exceeded or reduced, a tolerance of 5% more or 5% less will be permissible, always provided that the amount of the drawings does not exceed the amount of the Credit. This tolerance does not apply when the Credit stipulates the quantity in terms of a stated number of packing units or individual items.
- c. Unless a Credit which prohibits partial shipments stipulates otherwise, or unless sub-Article(b) above is applicable, a tolerance of 5% less in the amount of the drawing will be permissible, provided that if the Credit stipulates the quantity of the goods, such quantity of goods is shipped in full, and if the Credit stipulates a unit price, such price is not reduced. This provision does not apply when expressions referred to in sub-Article (a) above are used in the Credit.

#### ARTICLE 40

##### Partial Shipments/Drawings

- a. Partial drawings and/or shipments are allowed, unless the Credit stipulates otherwise.
- b. Transport documents which appear on their face to indicate that shipment has been made on the same means of conveyance and for the same journey, provided they indicate the same destination, will not be regarded as covering partial shipments, even if the transport documents indicate different dates of shipment and/or different ports of loading, places of taking in charge, or dispatch.
- c. Shipments made by post or by courier will not be regarded as partial shipments if the post receipts or certificates of posting or courier's receipts

or dispatch notes appear to have been stamped, signed or otherwise authenticated in the place from which the Credit stipulates the goods are to be dispatched, and on the same date.

#### ARTICLE 41

##### Instalment Shipments/Drawings

If drawings and/or shipments by instalments within given periods are stipulated in the Credit and any instalment is not drawn and/or shipped within the period allowed for that instalment, the Credit ceases to be available for that and any subsequent instalments, unless otherwise stipulated in the Credit.

#### ARTICLE 42

##### Expiry Date and Place for Presentation of Documents

- a. All Credits must stipulate an expiry date and a place for presentation of documents for payment, acceptance, or with the exception of freely negotiable Credits, a place for presentation of documents for negotiation. An expiry date stipulated for payment, acceptance or negotiation will be construed to express an expiry date for presentation of documents.
- b. Except as provided in sub-Article 44(a), documents must be presented on or before such expiry date.
- c. If an Issuing Bank states that the Credit is to be available "for one month", for six month", or the like, but does not specify the date from which the time is to run, the date of issuance of the Credit by the Issuing Bank will be deemed to be the first day from which such time is to run. Banks should discourage indication of the expiry date of the Credit in this manner.

#### ARTICLE 43

##### Limitation on the Expiry Date

- a. In addition to stipulating an expiry date for presentation of documents, every Credit which calls for a transport document (s) should also stipulate a



specified period of time after the date of shipment during which presentation must be made in compliance with the terms and conditions of the Credit. If no such period of time is stipulated, banks will not accept documents presented to them later than 21 days after the date of shipment. In any event, documents must be presented not later than the expiry date of the Credit.

- b. In cases in which sub-Article 40(b) applies, the date of shipment will be considered to be the latest shipment date on any of the transport document presented.

#### ARTICLE 44

##### Extension of Expiry Date

- a. If the expiry date of the Credit and/or the last day of the period of time for presentation of documents stipulated by the Credit or applicable by virtue of Article 43 falls on a day on which the bank to which presentation has to be made is closed for reasons other than those referred to in Article 17, the stipulated expiry date and/or the last day

of the period of time after the date of shipment for presentation of documents, as the case may be, shall be extended to the first following day on which such bank is open.

- b. The last date for shipment shall not be extended by reason of the extension of the expiry date and/or the period of time after the date of shipment for presentation of documents in accordance with sub-Article (a) above. If no such latest date for shipment is stipulated in the Credit or amendments thereto, banks will not accept transport documents indicating a date of shipment later than the expiry date stipulated in the Credit or amendments thereto.
- c. The bank to which presentation is made on such first following business day must provide a statement that the documents were presented within the time



limits extended in accordance with sub-Article 44(a) of the Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No. 500.

#### ARTICLE 45

##### Hours of Presentation

Banks are under no obligation to accept presentation of documents outside their banking hours.

#### ARTICLE 46

##### General Expressions as to Dates for Shipment

- a. Unless otherwise stipulated in the Credit, the expression "shipment" used in stipulating an earliest and/or a latest date for shipment will be understood to include expressions such as, "loading on board" , "dispatch" , "accepted for carriage" , "date of post receipt" , "date of pick-up" , and the like, and in the case of a Credit calling for a multimodal transport document the expression "taking in charge".
- b. Expression such as "prompt", "immediately", "as soon as possible", and the like should not be used. If they are used banks will disregard them.
- c. If the expression "on or about" or similar expressions are used, banks will interpret them as a stipulation that shipment is to be made during the period from five days before to five days after the specified date, both end days included.

#### ARTICLE 47

##### Date Terminology for Periods of Shipment

- a. The words "to" , "until" , "till" , "from" , and words of similar import applying to any date or period in the Credit referring to shipment will be understood to include the date mentioned.
- b. The word "after" will be understood to exclude the date mentioned.

- c. The terms "first half", "second half", of a month shall be construed respectively as the 1st to the 15th, and the 16th to the last day of such month, all dates inclusive.
- d. The terms "beginning" , "middle" , or "end" of a month shall be construed respectively as the 1st to the 10th , the 11th to the 20th , and the 21st to the last day of such month, all dates inclusive.

## F TRANSFERABLE CREDIT

### ARTICLE 48

#### Transferable Credit

- a. A transferable Credit is a Credit under which the Beneficiary (First Beneficiary) may request the bank authorised to pay, incur a deferred payment undertaking, accept or negotiate (the "Transferring Bank"), or in the case of a freely negotiable Credit, the bank specifically authorised in the Credit as a Transferring Bank, to make the Credit available in whole or in part to one or more other Beneficiary(ies) (Second Beneficiary(ies)).
- b. A Credit can be transferred only if it is expressly designated as "transferable" by the Issuing Bank. Terms such as "divisible," "fractionable," "assignable," and "transmissible" do not render the Credit transferable. If such terms are used they shall be disregarded.
- c. The transferring Bank shall be under no obligation to effect such transfer except to the extent and in the manner expressly consented to by such bank.
- d. At the time of making a request for transfer and prior to transfer of the Credit, the First Beneficiary must irrevocably instruct the Transferring Bank whether or not he retains the right to refuse to allow the Transferring Bank to advise amendments to the Second Beneficiary(ies). If the Transferring Bank consents to the transfer under these conditions, it must, at the time of

transfer, advise the Second Beneficiary(ies) of the First Beneficiary's instructions regarding amendments.

- e. If a Credit is transferred to more than one Second Beneficiary(ies), refusal of an amendment by one or more Second Beneficiary(ies) does not invalidate the acceptance(s) by the other Second Beneficiary(ies) with respect to whom the Credit will be amended accordingly. With respect to the Second Beneficiary(ies) who rejected the amendment, the Credit will remain unamended.
- f. Transferring Bank charges in respect of transfers including commissions, fees costs or expenses are payable by the First Beneficiary unless otherwise agreed. If the Transferring Bank agrees to transfer the Credit it shall be under no obligation to effect the transfer until such charges are paid.
- g. Unless otherwise stated in the Credit, a transferable Credit can be transferred once only. Consequently, the Credit cannot be transferred at the request of the Second Beneficiary to any subsequent Third Beneficiary. For the purpose of this Article, a retransfer to the First Beneficiary does not constitute a prohibited transfer.

Fractions of a transferable Credit (not exceeding in the aggregate the amount of the Credit) can be transferred separately, provided partial shipments/ drawings are not prohibited, and the aggregate of such transfers will be considered as constituting only one transfer of the Credit.

- h. The Credit can be transferred only on the terms and conditions specified in the original Credit, with the exception of;
  - the amount of the Credit,
  - any unit price stated therein,
  - the expiry date,
  - the last date for presentation of documents in accordance with Article 43,
  - the period for shipment,any or all of which may be reduced or curtailed.



The percentage for which insurance cover must be effected may be increased in such a way as to provide the amount of cover stipulated in the original Credit, or these Articles.

In addition, the name of the First Beneficiary can be substituted for that of the Applicant, but if the name of the Applicant is specifically required by the original Credit to appear in any document(s) other than the invoice, such requirement must be fulfilled.

- i. The First Beneficiary has the right to substitute his own invoice(s) (and Draft(s)) for those of the Second Beneficiary(ies), for amounts not in excess of the original amount stipulated in the Credit and for the original unit prices if stipulated in the Credit, and upon such substitution of invoice(s) (and Draft(s)) the First Beneficiary can draw under the Credit for the difference, if any, between his invoice(s) and the Second Beneficiary's (ies') invoice(s).

When a Credit has been transferred and the First Beneficiary is to supply his own invoice(s) (and Draft(s)) in exchange for the Second Beneficiary's(ies') invoice(s) (and Draft(s)) but fails to do so on first demand, the Transferring Bank has the right to deliver to the Issuing Bank the documents received under the transferred Credit, including the Second Beneficiary's(ies') invoice(s) (and Draft(s)) without further responsibility to the First Beneficiary.

- j. The First Beneficiary may request that payment or negotiation be effected to the Second Beneficiary (ies) at the place to which the Credit has been transferred up to and including the expiry date of the Credit, unless the original Credit expressly states that it may not be made available for payment or negotiation at a place other than that stipulated in the Credit. This is without prejudice to the First Beneficiary's right to substitute



subsequently his own invoice(s) (and Draft(s)) for those of the Second Beneficiary(ies) and to claim any difference due to him.

## G ASSIGNMENT OF PROCEEDS

### ARTICLE 49

#### Assignment of Proceeds

The fact that a Credit is not stated to be transferable shall not affect the Beneficiary's right to assign any proceeds to which he may be, or may become, entitled under such Credit, in accordance with the provisions of the applicable law. This Article relates only to the assignment of proceeds and not to the assignment of the right to perform under the Credit itself.



ศูนย์วิทยทรัพยากร  
จุฬาลงกรณ์มหาวิทยาลัย

## ประวัติผู้เขียนวิทยานิพนธ์

นางสาวมิ่งขวัญ พงษ์สถิตย์ เกิดเมื่อวันที่ 20 ตุลาคม พ.ศ. 2518 จบการศึกษาในระดับมัธยมศึกษาตอนปลาย จากโรงเรียนบดินทรเดชา (สิงห์ สิงหเสนี) จังหวัดกรุงเทพมหานคร เมื่อปีการศึกษา 2536 จากนั้นได้เข้าศึกษาต่อระดับปริญญาตรี เมื่อปีการศึกษา 2537 ในคณะนิติศาสตร์ มหาวิทยาลัยธรรมศาสตร์ จนกระทั่งสำเร็จการศึกษาเป็นนิติศาสตรบัณฑิต เมื่อปีการศึกษา 2540 และได้เข้าศึกษาต่อในระดับปริญญาโท ในคณะนิติศาสตร์ จุฬาลงกรณ์มหาวิทยาลัย เมื่อปีการศึกษา 2541 ปัจจุบันรับราชการในตำแหน่งนิติกร (ลูกจ้างชั่วคราว) ศาลอุทธรณ์



ศูนย์วิทยทรัพยากร  
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