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国际商会跟单信用证项下银行间偿付统一规则（URR 725）

ICC Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits

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中国国际商会、国际商会中国国家委员会组织翻译
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国际商会跟单信用证项下
银行间偿付统一规则（URR 725）

中国国际商会、国际商会中国国家委员会组织翻译
译者：王可畏
译审：程 军 于 强

主编：沙克仲
编辑：米 娜 朱 澄 叶 芊 李 昀

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前言

随着全球一体化进程的加速以及多边贸易体系广度和深度的不断提升，银行间的资金往来愈加频繁，数额也不断增大。经验表明，一些国家和地区的银行习惯于通过信用证中指定的偿付行来清算信用证项下款项，因此，对于从事国际结算工作和研究的人士而言，熟练掌握和运用跟单信用证项下银行间偿付规则是十分必要的。

《国际商会跟单信用证项下银行间偿付统一规则》是跟单信用证业务项下银行之间进行偿付的通用规则，是规范和统一银行间偿付业务的重要操作标准和依据，它用规范化的流程和细则来保障银行间偿付业务的正常开展。在UCP600推出后，国际商会（ICC）银行技术与惯例委员会以UCP600为基础，对1996年生效的《国际商会跟单信用证项下银行间偿付统一规则》（URR525）重新进行了修订，即URR725，并于2008年10月正式生效。URR725结合了近年来信用证业务操作中的变化和特点，其内容更符合实务操作的需要，同时与UCP600并行，成为其不可分割的组成部分，是从事信用证业务人员的必备工具用书。

翻译出版国际商会出版的重要规则及其解释、指南等，是中国国际商会、国际商会中国国家委员会向中国企业界介绍、推广国际惯例的一项重要工作。中国

国际商会、国际商会中国国家委员会已经翻译出版了包括《国际贸易术语解释通则2000》、《ICC跟单信用证统一惯例》、《国际商会托收统一规则》、《关于审核跟单信用证项下单据的国际标准银行实务》等在内的一系列国际商会出版物。这些出版物对业内学习、借鉴和运用国际惯例和规则、推动中国企业界进一步与国际规则接轨、减少不必要的业务纠纷，都将起到积极的促进作用。

中国国际商会
国际商会中国国家委员会
2008年12月

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国际商会跟单信用证项下
银行间偿付统一规则

ICC Publication No. 725, 2008 Edition

A 总则与定义

第一条

本规则的适用范围

国际商会《*跟单信用证项下银行间偿付统一规则*》（以下简称“本规则”），即国际商会第725号出版物，适用于任何在偿付授权书中清楚地表明了受本规则约束的银行间偿付。除非偿付授权书做出了明确的修改或者排除，本规则对所有当事各方均具有约束力。开证行有责任在跟单信用证（以下简称“信用证”）中注明偿付受本规则约束。

在受本规则约束的银行间偿付业务中，偿付行按照开证行的指示和授权行事。

本规则无意取代或者改变《*跟单信用证统一惯例*》的有关规定。

第二条

定 义

就本规则而言，下列术语具有本条确定的特定含义，可以视情况采用单数或者复数形式：

a. “开证行”系指开立信用证并出具该信用证项下偿付授权书的银行。

b. “偿付行”系指根据开证行的指示或者授权，依照

开证行出具的偿付授权书提供偿付的银行。

c. “偿付授权书”系指由开证行出具给偿付行的独立于信用证的一项指示或者授权，偿付行据此对索偿行进行偿付，或者，如果开证行要求，承兑并且到期支付以偿付行为付款人的远期汇票。

d. “偿付修改书”系指由开证行出具给偿付行的对偿付授权书进行改变的一项通知。

e. “索偿行”系指在信用证项下做出承付或者议付并向偿付行提示偿付要求的银行。“索偿行”包括经过承付或者议付银行授权并代表其向偿付行提示索偿要求的银行。

f. “索偿要求”系指由索偿行向偿付行提出的以期获得偿付的要求。

g. “偿付承诺”系指偿付行根据开证行的授权或者要求，向偿付授权书中指定的索偿行做出的一项单独的、不可撤销的承诺，保证当偿付承诺中所规定的条款和条件得到满足时，将对索偿行进行偿付。

h. “偿付承诺修改书”系指偿付行出具给偿付授权书指定的索偿行的对偿付承诺进行改变的一项通知。

i. 就本规则而言，一家银行在不同国家的分支机构被视为不同的银行。

第三条

偿付授权书与信用证

偿付授权书独立于其所涉及的信用证。即使偿付授权书提及了信用证的任何条款和条件，偿付行也与该信用证的条款和条件无关，且不受其约束。

B 责任与义务

第四条

对索偿要求的偿付

除非偿付承诺中的条款另有规定，偿付行没有义务对索偿要求进行偿付。

第五条

开证行的义务

开证行有义务在偿付授权书和信用证中提供本规则所要求的信息，并且对因未遵循本条规定所导致的后果负责 。

C 偿付授权书、偿付修改书与索偿要求的形式与通知

第六条

偿付授权书或者偿付修改书的出具和接收

a. 所有的偿付授权书和偿付修改书都必须以经证实的电讯方式或者经签署的信函方式出具。

如果对偿付授权书有影响的信用证或者信用证的修改是通过电讯方式开立的，则开证行也应当通过经证实的电讯方式向偿付行出具偿付授权书或者偿付修改书。该电讯将被视为有效的偿付授权书或者偿付修改书，随后的任何邮寄证实书将不被理会。

b. 开证行不得向偿付行发送：

i. 信用证或者其任何部分的副本，或者信用证修改书的副本，并以此来代替偿付授权书或者偿付修改书，或者作为其附加文件。如果偿付行收到此类副本，将不予理会。

ii. 在一份电文或者信函中做出多项偿付授权，除非偿付行明确表示同意。

c. 开证行不得在偿付授权书中要求提交信用证条款和条件已被满足的证明。

d. 除了本规则第一条规定的需要援引本规则的要求之外，偿付授权书还列明下列内容：

i. 信用证号码；

ii. 币种和金额；

iii. 额外应付的金额和增减幅度（如有的话）；

iv. 索偿行，或者对于可以自由兑用的信用证，任何银行都可以提出索偿。若无此类指示，偿付行有权向任何索偿行偿付；

v. 根据本规则第十六条的规定承担费用（索偿行和偿付行的费用）的当事方。

偿付修改书的内容必须仅限于注明针对上述内容的相应改动和信用证号码。

e. 如果要求偿付行对远期汇票进行承兑并且到期支付，除了以上 d 款所规定的内容之外，偿付授权书还必须包含下列内容：

i. 汇票的付款期限；

ii. 出票人；

iii. 承担承兑费用和贴现费用的当事方（如有的话）。

偿付修改书必须注明针对上述内容的相应改动。
开证行不应要求提供以偿付行为付款人的即期汇票。

f. 任何：

i. 关于将索偿要求预先通知开证行的要求，必须在信用证条款中予以规定，而不是在偿付授权书中予以规定。

ii. 向开证行发送借记前的预先通知的要求，必须在信用证中注明。

g. 无论何种原因，如果偿付行不准备按照偿付授权书或者偿付修改书行事，则必须毫不延迟地通知开证行。

h. 除本规则第三条和第四条的规定外，当开证行或索偿行没有遵循本条的任何规定时，偿付行对索偿要求没有得到偿付或延迟偿付所产生的后果不承担责任。

第七条

偿付授权书的到期

除非偿付行明确表示同意，否则偿付授权书不应规定到期日或者提出索偿要求的最迟日期，但本规则第九条规定的除外。

偿付行对信用证的到期日不承担任何责任，如果偿付授权书包含了这一日期，其将不被理会。

对于偿付授权书涉及的信用证未被支用的部分，开证行必须撤销其相应的偿付授权，并且毫不迟延地通知偿付行。

第八条

偿付授权书的修改或者撤销

除非开证行授权或者要求偿付行按照本规则第九条的规

定出具偿付承诺，且偿付行已经做出了偿付承诺：

a. 开证行可以在任何时候出具偿付修改书或者撤销偿付授权书，修改或者撤销自开证行向偿付行发出通知时即开始生效。

b. 如果对偿付授权书的修改已经影响到信用证原本规定的偿付指示，开证行必须将此修改通知信用证的指定银行，或者自由兑用信用证项下的通知行。如果在信用证的到期日之前撤销偿付授权书，开证行必须向指定银行或者通知行提供新的偿付指示。

c. 如果偿付行在收到撤销或者修改偿付授权书的通知之前，已经按照索偿要求做出承付或者对汇票做出承兑，那么开证行必须对偿付行予以偿付。

第九条

偿付承诺

a. 除了本规则第六条 a、b、c 款的规定之外，授权出具或者要求出具偿付承诺的偿付授权书还必须遵守本条的规定。

b. 开证行向偿付行做出的要偿付行出具偿付承诺的授权或者要求是不可撤销的（“不可撤销偿付授权书”），并且（除了满足第一条规定的需要援引本规则的要求之外）还必须包含下列内容：

i. 信用证号码；

ii. 币种和金额；

iii. 额外应付的金额和增减幅度（如有的话）；

iv. 接受偿付承诺的索偿行全称和地址；

v. 提示索偿要求的最晚日期，包括任何票据期限；

vi. 按照本规则第十六条的规定承担费用（索偿行和偿付行的费用以及偿付承诺的费用）的当事方。

c. 如果要求偿付行对远期汇票进行承兑并且到期支付，除了以上b款所要求的内容外，不可撤销偿付授权书还必须包含下列内容：

i. 汇票的付款期限；

ii. 出票人；

iii 承担承兑费用和贴现费用的当事方（如有的话）。

开证行不应要求提供以偿付行为付款人的即期汇票。

d. 如果一家偿付行被开证行授权或者要求向索偿行出具偿付承诺，而该偿付行不准备这样做，则必须毫不迟延地通知开证行。

e. 偿付承诺必须注明承诺的条款和条件，以及：

i. 信用证号码和开证行名称；

ii. 偿付授权书的币种和金额；

iii. 额外应付的金额和增减幅度（如有的话）；

iv. 偿付承诺的币种和金额；

v. 提示索偿要求的最晚日期，包括任何票据期限；

vi. 支付偿付承诺费用的当事方，如果不是由开证行支付的话。偿付行还须注明其收取的费用（如有的话），这些费用将从索偿金额中扣除。

f. 如果在索偿要求提示期限的最后一日偿付行因为第十五条规定之外的原因而中止营业，则索偿要求提示的最后日期将顺延至下一个银行工作日。

g. 偿付行自其出具偿付承诺之时起，即不可撤销地承担偿付索偿要求的义务。

h. i. 未经偿付行同意，不可撤销的偿付授权书不得被修改或者撤销。

ii. 当开证行对其不可撤销偿付授权书做出修改后，已经出具了偿付承诺的偿付行可以修改其偿付承诺以反映开证行所做的修改。如果偿付行选择对偿付承诺不做修改，则必须毫不迟延地通知开证行。

iii. 出具不可撤销偿付授权修改书的开证行自其通知该不可撤销偿付授权修改书之时起即不可撤销地受其约束。

iv. 在偿付行向开证行表明其接受偿付授权书的修改之前，原不可撤销偿付授权书（或者包含了已

被接受的修改的不可撤销偿付授权书）的条款对偿付行仍然有效。

v. 偿付行必须向开证行表明其是否接受一项不可撤销的偿付授权修改书。在偿付行收到索偿行接受或者拒绝一项不可撤销的偿付承诺修改书的通知之前，无须表明其接受或者拒绝该项不可撤销的偿付授权修改书。

i. 未经索偿行同意，偿付承诺不得被修改或者撤销。

ii. 偿付行自其出具偿付承诺修改之时起即不可撤销地受该修改约束。

iii. 在索偿行向偿付行表明其接受偿付承诺修改之前，原偿付承诺（或者包含了已被接受的偿付承诺修改的偿付承诺）的条款对索偿行仍然有效。

iv. 索偿行必须向偿付行表明其是接受还是拒绝一项偿付承诺修改。

第十条

索偿要求的标准

a. 索偿行的索偿要求：

i. 必须采用电讯方式，除非偿付授权书明确禁止，或者采用正本信函的方式。偿付行有权要求索偿要求须经过证实，在此种情况下，偿付行对

因此发生的延误所导致的任何后果不承担责任。如果索偿要求以电讯方式发出，则不应邮寄证实书。如果邮寄了证实书，则索偿行应对因重复偿付而可能导致的任何后果负责；

ii. 必须清楚地注明信用证号码和开证行（如果知道的话，还要注明偿付行的业务参考号）；

iii. 必须分别注明索偿的本金数额、任何额外的应付金额和费用；

iv. 不得是索偿行向开证行发出的已做付款、延期付款承诺、承兑或者议付的通知的副本；

v. 不得在同一份电文或者信函中包含多项索偿要求；

vi. 在有偿付承诺的情况下，必须符合偿付承诺的条款和条件。

b. 如果要求提交以偿付行为付款人的远期汇票，索偿行必须将汇票和索偿要求一起提交给偿付行处理，如有必要，索偿要求还应包括下列内容：

i. 货物、服务或者履约行为的一般描述；

ii. 原产地；

iii. 目的地或者履约地；

如果交易涉及到货物的运输，还包括：

iv. 装运日期；

v. 装运地点。

如果索偿行未能遵循本条的规定，则偿付行对任何未获承兑或者处理上的迟延可能产生的后果不承担任何责任。

第十一条

索偿要求的处理

i. 偿付行自收到索偿要求的次日起最多有三个银行工作日处理索偿要求。在银行工作时间之外收到的索偿要求将被视为于下一个银行工作日收到。

如果开证行需要一份借记前的预先通知，则上述处理期限不包括处理该预先通知的期限。

ii. 如果由于索偿要求与偿付承诺不一致，或者在仅有偿付授权书的情况下，由于任何原因，偿付行决定不予偿付，则其应当在不迟于自收到索偿要求的次日起第三个银行工作日结束时（加上上述 i 项所提及的任何额外期限），通过电讯方式，或者，如不可能，则通过其他迅捷方式发出通知。该通知应当向索偿行和开证行发出，在有偿付承诺的情况下，还必须说明未对偿付要求予以偿付的原因。

b. 偿付行对索偿行关于倒起息（即起息日早于索偿要求的日期）的要求不予处理。

c. 如果偿付行没有出具偿付承诺，且偿付日期为将来的某一日期：

i. 索偿要求必须表明预先确定的偿付日期；

ii. 向偿付行提出索偿要求的日期不得早于该预先确定的偿付日期前十个银行工作日。如果索偿要求早于预先确定的偿付日期前十个银行工作日向偿付行提出，偿付行可以对索偿要求不予理会。如果偿付行对该索偿要求不予理会，则必须毫不迟延地通过电讯方式或者其他迅捷方式通知索偿行。

iii. 如果预先确定的偿付日期在收到索偿要求的次日起的三个银行工作日之后，则偿付行在该预先确定的日期之前或者在收到该索偿要求的次日起三个银行工作日加上上述a款i项所规定的额外期限届满之前（以二者中较晚者为准），没有义务就不予偿付发出通知。

d. 除非偿付行和索偿行明确表示同意，偿付行仅向索偿行履行索偿要求项下的偿付。

e. 如果索偿要求表明付款、承兑或者议付是有保留的或者凭赔偿担保做出的，偿付行对该索偿要求的偿付，不表示对此承担负责，且无须理会此类表述。

第十二条

重复的偿付授权书

开证行收到单据后，不得再出具新的偿付授权书，或者做出额外的指示，除非其构成对现有偿付授权书的修改或者撤销。如果开证行未能遵守上述规定，从而导致

了重复偿付，则由开证行承担追索重复偿付款项的责任。偿付行对由于此类重复偿付产生的任何后果不承担责任。

D 杂项规定

第十三条

外国法律和惯例

开证行应受外国法律或者惯例加诸于偿付行的义务和责任的约束，并对偿付行因履行该义务和责任而承担的费用负有偿付之责。

第十四条

信息传递的免责

当报文、信函或者单据是按照信用证、偿付授权书或者索偿要求的规定传输或者发送时，或者在信用证、偿付授权书或者索偿要求中没有相关指示的情况下偿付行自行选择了传送服务时，偿付行对于任何报文传输、信函或者单据的递送过程中发生的延误、中途遗失、残缺或者其他错误所导致的后果概不负责。偿付行对技术术语的翻译或解释上的错误概不负责。

第十五条

不可抗力

偿付行对由于自然灾害、暴动、国内骚乱、叛乱、战争、恐怖主义行为或任何罢工、停工或其无法控制的任何其他原因导致的偿付行营业中断产生的后果概不负责。

第十六条

偿付行的费用由开证行承担。

偿付行对索偿要求进行偿付时，有义务遵循偿付授权书中关于费用的指示。

如果偿付授权书规定偿付行的费用由受益人承担，则该费用将在偿付时从支付给索偿行的金额中扣除。当偿付行遵循了开证行关于费用（包括佣金、手续费、成本或者开支）的指示，而上述费用未获支付，或者偿付授权书项下的索偿要求从未提交到偿付行，则由开证行承担此类费用。

偿付行支付的所有费用将不包括在偿付授权书的金额之内，但前提是索偿行注明了这些费用的金额。

如果开证行未就费用事宜向偿付行做出指示，则所有的费用应由开证行承担。

第十七条

对由于汇率波动、升值或者贬值所导致的利息损失、价值损失的任何索赔，均系索偿行和开证行之间的事务，除非此类损失是由于偿付行未履行偿付承诺中的义务所致。

ICC Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits

ICC Publication No. 725, 2008 Edition

A GENERAL PROVISIONS AND DEFINITIONS

Article 1

Application of URR

The *Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits* ("rules"), ICC Publication No. 725, shall apply to any bank-to-bank reimbursement when the text of the reimbursement authorization expressly indicates that it is subject to these rules. They are binding on all parties thereto, unless expressly modified or excluded by the reimbursement authorization. The issuing bank is responsible for indicating in the documentary credit ("credit") that reimbursement is subject to these rules.

In a bank-to-bank reimbursement subject to these rules, the reimbursing bank acts on the instructions and under the authority of the issuing bank.

These rules are not intended to override or change the provisions of the *Uniform Customs and Practice for Documentary Credits.*

Article 2

Definitions

For the purpose of these rules, the following terms shall have the meaning specified in this article and may be used in the singular or plural as appropriate:

a. "Issuing bank" means the bank that has issued a credit and the reimbursement authorization under that credit.

b. "Reimbursing bank" means the bank instructed or authorized to provide reimbursement pursuant to a reimbursement authorization issued by the issuing bank.

c. "Reimbursement authorization" means an instruction or authorization, independent of the credit, issued by an issuing bank to a reimbursing bank to reimburse a claiming bank or, if so requested by the issuing bank, to accept and pay a time draft drawn on the reimbursing bank.

d. "Reimbursement amendment" means an advice from the issuing bank to a reimbursing bank stating changes to a reimbursement authorization.

e. "Claiming bank" means a bank that honours or negotiates a credit and presents a reimbursement claim to the reimbursing bank. "Claiming bank" includes a bank authorized to present a reimbursement claim to the reimbursing bank on behalf of the bank that honours or negotiates.

f. "Reimbursement claim" means a request for reimbursement from the claiming bank to the reimbursing bank.

g. "Reimbursement undertaking" means a separate irrevocable undertaking of the reimbursing bank, issued upon the authorization or request of the issuing bank, to the claiming bank named in the reimbursement authorization, to honour that bank's reimbursement claim, provided the terms and conditions of the reimbursement undertaking have been complied with.

h. "Reimbursement undertaking amendment" means an advice from the reimbursing bank to the claiming bank named in the reimbursement authorization stating

changes to a reimbursement undertaking.

i. For the purpose of these rules, branches of a bank in different countries are considered to be separate banks.

Article 3

Reimbursement Authorizations Versus Credits

A reimbursement authorization is separate from the credit to which it refers, and a reimbursing bank is not concerned with or bound by the terms and conditions of the credit, even if any reference whatsoever to it is included in the reimbursement authorization.

B LIABILITIES AND RESPONSIBILITIES

Article 4

Honour of a Reimbursement Claim

Except as provided by the terms of its reimbursement undertaking, a reimbursing bank is not obligated to honour a reimbursement claim.

Article 5

Responsibility of the Issuing Bank

The issuing bank is responsible for providing the information required in these rules in both the reimbursement authorization and the credit, and is responsible for any consequences resulting from non-compliance with this provision.

C FORM AND NOTIFICATION OF AUTHORIZATIONS, AMENDMENTS AND CLAIMS

Article 6

Issuance and Receipt of a Reimbursement Authorization or Reimbursement Amendment

a. All reimbursement authorizations and reimbursement amendments must be issued in the form of an authenticated teletransmission or a signed letter.

When a credit or amendment thereto which has an effect on the reimbursement authorization is issued by teletransmission, the issuing bank should advise its reimbursement authorization or reimbursement amendment to the reimbursing bank by authenticated teletransmission. The teletransmission will be deemed the operative reimbursement authorization or reimbursement amendment, and any subsequent mail confirmation shall be disregarded.

b. An issuing bank must not send to a reimbursing bank:

i. a copy of the credit or any part thereof, or a copy of an amendment to the credit in place of or in addition to the reimbursement authorization or reimbursement amendment. If such copies are received by the reimbursing bank, they shall be disregarded.

ii. multiple reimbursement authorizations under one teletransmission or letter, unless expressly agreed to by the reimbursing bank.

c. An issuing bank shall not require a certificate of com-

pliance with the terms and conditions of the credit in the reimbursement authorization.

d. A reimbursement authorization must (in addition to the requirement of article 1 for incorporation of reference to these rules) state the following:

i. credit number;

ii. currency and amount;

iii. additional amounts payable and tolerance, if any;

iv. claiming bank or, in the case of a freely available credit, that claims can be made by any bank. In the absence of any such indication, the reimbursing bank is authorized to pay any claiming bank;

v. parties responsible for charges (claiming bank's and reimbursing bank's charges) in accordance with article 16 of these rules.

A reimbursement amendment must state only the relative changes to the above and the credit number.

e. If the reimbursing bank is requested to accept and pay a time draft, the reimbursement authorization must indicate the following, in addition to the information specified in (d) above:

i. tenor of draft to be drawn;

ii. drawer;

iii. party responsible for acceptance and discount charges, if any.

A reimbursement amendment must state the relative

changes to the above.

An issuing bank should not require a sight draft to be drawn on the reimbursing bank.

f. Any requirement for:

i. pre-notification of a reimbursement claim to the issuing bank must be included in the credit and not in the reimbursement authorization.

ii. pre-debit notification to the issuing bank must be indicated in the credit.

g. If the reimbursing bank is not prepared to act for any reason whatsoever under the reimbursement authorization or reimbursement amendment, it must so inform the issuing bank without delay.

h. In addition to the provisions of articles 3 and 4, the reimbursing bank is not responsible for the consequences resulting from non-reimbursement or delay in reimbursement of reimbursement claims when any provision contained in this article is not followed by the issuing bank or claiming bank.

Article 7

Expiry of a Reimbursement Authorization

Except to the extent expressly agreed to by the reimbursing bank, the reimbursement authorization should not be subject to an expiry date or latest date for presentation of a claim, except as indicated in article 9.

A reimbursing bank will assume no responsibility for the expiry date of a credit and, if such date is provided in the reimbursement authorization, it will be disregarded.

The issuing bank must cancel its reimbursement authorization for any unutilized portion of the credit to which it refers, informing the reimbursing bank without delay.

Article 8

Amendment or Cancellation of a Reimbursement Authorization

Except where the issuing bank has authorized or requested the reimbursing bank to issue a reimbursement undertaking as provided in article 9, and the reimbursing bank has issued a reimbursement undertaking:

a. the issuing bank may issue a reimbursement amendment or cancel a reimbursement authorization at any time upon sending notice to that effect to the reimbursing bank.

b. the issuing bank must send notice of any amendment to a reimbursement authorization that has an effect on the reimbursement instructions contained in the credit to the nominated bank or, in the case of a freely available credit, the advising bank. In case of cancellation of the reimbursement authorization prior to expiry of the credit, the issuing bank must provide the nominated bank or the advising bank with new reimbursement instructions.

c. the issuing bank must reimburse the reimbursing bank for any reimbursement claims honoured or draft accepted by the reimbursing bank prior to the receipt by it of a notice of cancellation or reimbursement amendment.

Article 9

Reimbursement Undertaking

a. In addition to the requirements of sub-articles 6 (a), (b) and (c) of these rules, a reimbursement authorization authorizing or requesting the issuance of a reimbursement undertaking must comply with the provisions of this article.

b. An authorization or request by the issuing bank to the reimbursing bank to issue a reimbursement undertaking is irrevocable ("irrevocable reimbursement authorization") and must (in addition to the requirement of article 1 for incorporation of reference to these rules) contain the following:

i. credit number;

ii. currency and amount;

iii. additional amounts payable and tolerance, if any;

iv. full name and address of the claiming bank to which the reimbursement undertaking should be issued;

v. latest date for presentation of a claim, including any usance period;

vi. parties responsible for charges (claiming bank's and reimbursing bank's charges and reimbursement undertaking fee) in accordance with article 16 of these rules.

c. If the reimbursing bank is requested to accept and pay a time draft, the irrevocable reimbursement authorization must also indicate the following, in addition to the information contained in (b) above:

i. tenor of draft to be drawn;

ii. drawer;

iii. party responsible for acceptance and discount charges, if any.

An issuing bank should not require a sight draft to be drawn on the reimbursing bank.

d. If the reimbursing bank is authorized or requested by the issuing bank to issue its reimbursement undertaking to the claiming bank but is not prepared to do so, it must so inform the issuing bank without delay.

e. A reimbursement undertaking must indicate the terms and conditions of the undertaking and:

i. the credit number and name of the issuing bank;

ii. the currency and amount of the reimbursement authorization;

iii. additional amounts payable and tolerance, if any;

iv. the currency and amount of the reimbursement undertaking;

v. the latest date for presentation of a claim, including any usance period;

vi. the party to pay the reimbursement undertaking fee, if other than the issuing bank. The reimbursing bank must also include its charges, if any, that will be deducted from the amount claimed.

f. If the latest date for presentation of a claim falls on a day when the reimbursing bank is closed for reasons

other than those referred to in article 15, the latest date for presentation of a claim will be extended to the first following banking day.

g. A reimbursing bank is irrevocably bound to honour a reimbursement claim as of the time it issues the reimbursement undertaking.

h. i. An irrevocable reimbursement authorization cannot be amended or cancelled without the agreement of the reimbursing bank.

ii. When an issuing bank has amended its irrevocable reimbursement authorization, a reimbursing bank that has issued its reimbursement undertaking may amend its undertaking to reflect such amendment. If a reimbursing bank chooses not to issue its reimbursement undertaking amendment, it must so inform the issuing bank without delay.

iii. An issuing bank that has issued its irrevocable reimbursement authorization amendment shall be irrevocably bound as of the time of its advice of the irrevocable reimbursement authorization amendment.

iv. The terms of the original irrevocable reimbursement authorization (or an authorization incorporating previously accepted irrevocable reimbursement authorization amendments) will remain in force for the reimbursing bank until it communicates its acceptance of the amendment to the issuing bank.

v. A reimbursing bank must communicate its acceptance or rejection of an irrevocable reimbursement authorization amendment to the issuing bank. A re-

imbursing bank is not required to accept or reject an irrevocable reimbursement authorization amendment until it has received acceptance or rejection from the claiming bank of its reimbursement undertaking amendment.

i. A reimbursement undertaking cannot be amended or cancelled without the agreement of the claiming bank.

ii. A reimbursing bank is irrevocably bound as of the time it issues the reimbursement undertaking amendment.

iii. The terms of the original reimbursement undertaking (or a reimbursement undertaking incorporating previously accepted reimbursement amendments) will remain in force for the claiming bank until it communicates its acceptance of the reimbursement undertaking amendment to the reimbursing bank.

iv. A claiming bank must communicate its acceptance or rejection of a reimbursement undertaking amendment to the reimbursing bank.

Article 10

Standards for a Reimbursement Claim

a. The claiming bank's claim for reimbursement:

i. must be in the form of a teletransmission, unless specifically prohibited by the reimbursement authorization or an original letter. A reimbursing bank has the right to request that a reimbursement claim be authenticated and, in such case, the reimburs-

ing bank shall not be liable for any consequences resulting from any delay incurred. If a reimbursement claim is made by teletransmission, no mail confirmation is to be sent. In the event such a mail confirmation is sent, the claiming bank will be responsible for any consequences that may arise from a duplicate reimbursement;

ii. must clearly indicate the credit number and the issuing bank (and reimbursing bank's reference number, if known);

iii. must separately stipulate the principal amount claimed, any additional amount due and charges;

iv. must not be a copy of the claiming bank's advice of payment, deferred payment, acceptance or negotiation to the issuing bank;

v. must not include multiple reimbursement claims under one teletransmission or letter;

vi. must, in the case of a reimbursement undertaking, comply with the terms and conditions of the reimbursement undertaking.

b. When a time draft is to be drawn on the reimbursing bank, the claiming bank must forward the draft with the reimbursement claim to the reimbursing bank for processing and include, where appropriate, the following in its claim:

i. general description of the goods, services or performance;

ii. country of origin;

iii. place of destination or performance.

and if the transaction covers the shipment of merchandise:

iv. date of shipment;

v. place of shipment.

c. A reimbursing bank assumes no liability or responsibility for any consequences that may arise out of any non-acceptance or delay of processing should the claiming bank fail to follow the provisions of this article.

Article 11

Processing a Reimbursement Claim

a. i. A reimbursing bank shall have a maximum of three banking days following the day of receipt of the reimbursement claim to process the claim. A reimbursement claim received outside banking hours will be deemed to be received on the next following banking day.

If a pre-debit notification is required by the issuing bank, this pre-debit notification period shall be in addition to the processing period mentioned above.

ii. If the reimbursing bank determines not to reimburse, either because of a non-conforming claim under a reimbursement undertaking or for any reason whatsoever under a reimbursement authorization, it shall give notice to that effect by telecommunication or, if that is not possible, by other expeditious means, no later than the close

of the third banking day following the day of receipt of the claim (plus any additional period mentioned in sub-article (i) above). Such notice shall be sent to the claiming bank and the issuing bank and, in the case of a reimbursement undertaking, it must state the reasons for non-payment of the claim.

b. A reimbursing bank will not process a request for back value (value dating prior to the date of a reimbursement claim) from the claiming bank.

c. When a reimbursing bank has not issued a reimbursement undertaking and a reimbursement is due on a future date:

i. the reimbursement claim must specify the predetermined reimbursement date;

ii. the reimbursement claim should not be presented to the reimbursing bank more than ten banking days prior to such predetermined date. If a reimbursement claim is presented more than ten banking days prior to the predetermined date, the reimbursing bank may disregard the reimbursement claim. If the reimbursing bank disregards the reimbursement claim, it must so inform the claiming bank by teletransmission or other expeditious means without delay.

iii. If the predetermined reimbursement date is more than three banking days following the day of receipt of the reimbursement claim, the reimbursing bank has no obligation to provide notice of non-reimbursement until such predetermined date, or no later than the close of the third banking day following the receipt of the reimbursement claim

plus any additional period mentioned in (a) (i) above, whichever is later.

d. Unless otherwise expressly agreed to by the reimbursing bank and the claiming bank, a reimbursing bank will effect reimbursement under a reimbursement claim only to the claiming bank.

e. A reimbursing bank assumes no liability or responsibility if it honours a reimbursement claim indicating that a payment, acceptance or negotiation was made under reserve or against an indemnity, and shall disregard such indication.

Article 12

Duplication of a Reimbursement Authorization

An issuing bank must not, upon receipt of documents, give a new reimbursement authorization or additional instructions unless they constitute an amendment to, or a cancellation of, an existing reimbursement authorization. If the issuing bank does not comply with the above and a duplicate reimbursement is made, it is the responsibility of the issuing bank to obtain the return of the amount of the duplicate reimbursement. The reimbursing bank assumes no liability or responsibility for any consequences that may arise from any such duplication.

D MISCELLANEOUS PROVISIONS

Article 13

Foreign Laws and Usages

The issuing bank shall be bound by and liable to indemnify the reimbursing bank against all obligations and responsibilities imposed by foreign laws and usages.

Article 14

Disclaimer on the Transmission of Messages

A reimbursing bank assumes no liability or responsibility for the consequences arising out of delay, loss in transit, mutilation or other errors arising in the transmission of any messages, delivery of letters or documents, when such messages, letters or documents are transmitted or sent according to the requirements stated in the credit, reimbursement authorization or reimbursement claim, or when the bank may have taken the initiative in the choice of the delivery service in the absence of such instructions in the credit, reimbursement authorization or reimbursement claim. A reimbursing bank assumes no liability or responsibility for errors in translation or interpretation of technical terms.

Article 15

Force Majeure

A reimbursing bank assumes no liability or responsibility

for the consequences arising out of the interruption of its business by Acts of God, riots, civil commotions, insurrections, wars, acts of terrorism or by any strikes or lockouts or any other causes beyond its control.

Article 16

Charges

a. A reimbursing bank's charges are for the account of the issuing bank.

b. When honouring a reimbursement claim, a reimbursing bank is obligated to follow the instructions regarding any charges contained in the reimbursement authorization.

c. If a reimbursement authorization states that the reimbursing bank's charges are for the account of the beneficiary, they shall be deducted from the amount due to a claiming bank when reimbursement is made. When a reimbursing bank follows the instructions of the issuing bank regarding charges (including commissions, fees, costs or expenses) and these charges are not paid, or a reimbursement claim is never presented to the reimbursing bank under the reimbursement authorization, the issuing bank remains liable for such charges.

d. All charges paid by the reimbursing bank will be in addition to the amount of the authorization, provided that the claiming bank indicates the amount of such charges.

e. If the issuing bank fails to provide the reimbursing bank with instructions regarding charges, all charges

shall be for the account of the issuing bank.

Article 17

Interest Claims/Loss of Value

Any claim for loss of interest, loss of value due to any exchange rate fluctuations, revaluations or devaluations are between the claiming bank and the issuing bank, unless such losses result from the non-performance of the reimbursing bank under a reimbursement undertaking.

中国国际商会
国际商会中国国家委员会 简介

中国国际商会（CCOIC）是由设立在中国，从事国际贸易、商务交流、投资合作和其他商业活动的企业、事业单位、社会团体和其他组织组成的全国性商会组织。宗旨是根据中华人民共和国的法律、法规和政策，促进会员同世界各国各地区工商界的交流与合作，促进会员国际业务的发展，为会员提供服务，反映会员意见，依法维护会员的合法权益。

1994年11月，国际商会（ICC）接纳由中国国际商会牵头组建的国际商会中国国家委员会（ICC China）。中国国际商会、国际商会中国国家委员会在参与国际商务规则的制订与推广、促进中外企业的经贸交流与合作、促进会员企业与政府部门的政策对话等方面，开展了大量卓有成效的工作，成为中国企业掌握国际规则、反映自身诉求、寻找合作伙伴的有效窗口和桥梁。

中国国际商会从成立起就致力于国际规则与惯例的宣传和推广，依托国际商会及国际商会中国国家委员会的专业性平台，组织国内外学术界权威及各领域专家编写、翻译了大量专业出版物，涉及国际结算与贸易融资、商法与惯例、交通运输与物流、贸易术语等诸多

领域，是中国引进国际贸易规则与惯例的窗口，也是代言中国工商界的专业性商会组织。

近年来，全球一体化趋势和世界经济新格局的构建，引发了外经贸领域的一系列深刻变革，随着信息网络和通讯技术的发展、金融创新与自由化的演进，传统贸易融资及国际结算模式正在被新模式所替代，随之而来的是涉及新业务模式下的实务操作、规则标准、风险度量、法律仲裁等问题。在此背景下，中国国际商会希望通过推出的一系列出版物，向国内业界介绍最新的国际经贸趋势、国际规则与业务操作经验，以推动同业发展。中国国际商会系列出版物内容涉及最新的国际贸易术语与规则、国际商法与商事仲裁、贸易融资与国际结算风险管理、贸易融资产品发展新趋势、经典案例分析与解读等。

中国国际商会欢迎所有致力于国际事务的各类机构加入中国国际商会。欲了解中国国际商会、国际商会中国国家委员会情况、工作进展和出版物信息，请登陆www.icc-china.org，www.ccoic.cn,或www.ccpit.org查询。

中国国际商会
国际商会中国国家委员会
2008年12月

中 国 国 际 商 会
国际商会中国国家委员会 部分出版物

《国际商会跟单信用证统一惯例及UCP 500关于电子交单的附则（eUCP）》
《国际商会见索即付保函统一规则（URDG458）》
《国际商会托收统一规则（URC 522）》
《国际商会跟单信用证项下银行间偿付统一规则（URR 525）》
《国际商会托收统一规则评注》
《国际备用证惯例（ISP98）》
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联系方式：北京复兴门外大街1号，中国国际商会
电　　话：86-10-88075645
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