

<<国际经济法>>

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内容概要

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2004年在香港大学法律学院作访问学者三个月；2004年至2005年在美2008年至2011年武汉大学法学院国际法博士后出站。

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章节摘录

版权页： If the seller is unable to comply with the letter of credit for any reason , the buyer must be contacted immediately so that an amended credit can be issued. In one case , for instance , a U.S. furniture manufacturer received an L/C form Kuwait calling for the shipment of furniture in a certain type of ocean container. Only after packaging and loading did the manufacturer realize that a few pieces would not fit into the required container. If the manufacturer's documents had shown less furniture than was called for in the L/C , its draft might not have been paid. An amended credit had to be issued covering the new quantity before it was safe for the furniture manufacturer to ship. Due to the added cost of small shipments , the potential for damage , and the difficulty of handling break—bulk cargo in modern Middle Eastern ports , the buyer simply reduced its order rather than have the pieces shipped separately. (4) Collecting on the Credit. Once the seller knows that it is able to meet the terms of the L/C , it is ready to prepare the draft and shipping documents and present them to a negotiating bank in its city to be forwarded to the issuing bank. The UCP permits the issuing bank to “ nominate” a negotiating bank. If not , the documents may be negotiated through the advising bank or another bank of the seller ’ s choice. The beneficiary must present the documents within a specified number of days after shipment , or prior to the expiration of the L/C (known as the expiry date) , whichever is earlier. If no time period is specified , the UCP requires submission of shipping documents to banks within twenty—one days of shipment. Both the expiration and presentment dates must be met or the documents will be rejected (unless the defect is waived by the buyer) . This requirement is an assurance to the buyer that the goods have been shipped on time. The negotiating bank then transmits the documents to the issuing bank , which then inspects them for accuracy , irregularities , and discrepancies against the L/C. Documents that are not in order may be rejected. If the issuing bank decides to reject , it must notify the negotiating bank within seven banking days. If the issuing bank pays out on documents that do not conform to the L/C , then the bank will be liable to its customer , the buyer , for doing so. If the documents are in order , the bank will normally pay the draft at sight or at maturity , or accept the time draft , and then negotiate the shipping documents to the buyer. Thus , with bill of lading in hand , properly indorsed by the bank , the buyer may claim its goods from the carrier.

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