

## 第八章 作业

### 一、单项选择题

1. Under an irrevocable letter of credit, who must undertake primary liability for payment? \_\_\_\_\_  
A. the applicant    B. the issuing bank    C. the beneficiary    D. the advising bank
2. Which of the following belongs to remittance? \_\_\_\_\_  
A. T/T and D/D    B. T/T and D/P    C. M/T and D/A    D. D/P and D/A
3. Which of the following are the parties to collection? \_\_\_\_\_  
①endorser    ②collecting bank    ③principal    ④remitting bank    ⑤confirming bank  
A. ①④⑤    B. ②③④    C. ①③④    D. ②③⑤
4. Which credit enables a beneficiary to obtain payment before presentation of the documents? \_\_\_\_\_  
A. Red clause L/C    B. Back-to-back L/C    C. Standby L/C    D. Confirmed L/C
5. When a draft is duly presented for acceptance or payment but the acceptance or payment is refused, the draft is said to be \_\_\_\_\_.  
A. dishonored    B. issued    C. discounted    D. presented

答案: 1.B 2.A 3.B 4.A 5.A

### 二、判断题 (正确填 T, 错误填 F)

1. In international trade, it is always necessary for the seller to urge the buyer to open the L/C through the issuing bank in good time. ( )
2. When the buyer fails to issue the covering L/C through the issuing bank within the specified time of the contract, the seller holds the right of declaring the contract avoid. ( )
3. When the contract requires payments to be effected in US dollars, the relevant L/C may choose to effect payment in RMB. ( )
4. According to The UCP600, when the shipment date and the expiry of the L/C date are August 31<sup>th</sup>, 2019 and September 15<sup>th</sup>, 2019 respectively, the beneficiary may present the documents between September 16<sup>th</sup> and 20<sup>th</sup>, 2019 because these dates have not exceeded a period of 21 days. ( )
5. According to The UCP600, banks will refuse to pay if the documents which are not required by the L/C are presented to them. ( )

答案: 1.T 2.T 3.F 4.F 5.F

### 三、案例分析

我某公司向国外 A 公司出口货物一批。A 商按时开来不可撤销即期议付信用证, 该证由设在我国境内的外资 B 银行通知并加保兑。我公司在货物装运后, 在规定的交单期内将全套合格单据送交 B 银行议付, 并收托货款。但 B 银行向开证行索偿时, 得到开证行因经营不善已宣布破产。于是, B 银行要求我公司将议兑的货款退还, 并建议我方可委托其向 A 商直接索取货款。

对此, 你认为我公司应如何处理? 为什么?

答案:

我公司应该拒绝接受 B 银行的要求。

因为按 UCP600 的规定，信用证一经保兑，保兑行与开证行一样承担第一性付款责任，保兑行付款后对受益人无追索权。

本案中，我公司按期向保兑行交单并收妥货款。不论保兑银行能否成功向开证银行索偿，保兑银行一经付款，对受益人均无追索权；我公司也不应退还货款，更不应向 A 商直接索取货款。因此，我公司应拒绝接受 B 银行的要求。