

Article 12

Nomination

- a. Unless a nominated bank is the confirming bank, an authorization to honour or negotiate does not impose any obligation on that nominated bank to honour or negotiate, except when expressly agreed to by that nominated bank and so communicated to the beneficiary.
- b. By nominating a bank to accept a draft or incur a deferred payment undertaking, an issuing bank authorizes that nominated bank to prepay or purchase a draft accepted or a deferred payment undertaking incurred by that nominated bank.
- c. Receipt or examination and forwarding of documents by a nominated bank that is not a confirming bank does not make that nominated bank liable to honour or negotiate, nor does it constitute honour or negotiation.

第十二條

指定

- a. 除指定銀行為保兌銀行外，任何為兌付或讓購之授權並未加諸該指定銀行為兌付或讓購之任何義務，但如該指定銀行已明示同意，並據以傳達受益人者，不在此限。

- b. 於指定一銀行為承兌匯票或承擔延期付款承諾時，開狀銀行即授權該指定銀行就其所承兌之匯票或承擔之延期付款承諾予以預付或買入。

- c. 指定銀行非保兌銀行時，其收受或審查及遞交單據，並不使該指定銀行承擔兌付或讓購之責任，亦不構成其兌付或讓購之行為。

Article 13

Bank-to-Bank Reimbursement Arrangements

- a. If a credit states that reimbursement is to be obtained by a nominated bank (“claiming bank”) claiming on another party (“reimbursing bank”), the credit must state if the reimbursement is subject to the ICC rules for bank-to-bank reimbursements in effect on the date of issuance of the credit.
- b. If a credit does not state that reimbursement is subject to the ICC rules for bank to- bank reimbursements, the following apply:
 - i. An issuing bank must provide a reimbursing bank with a reimbursement authorization that conforms with the availability stated in the credit. The reimbursement authorization should not be subject to an expiry date.
 - ii. A claiming bank shall not be required to supply a reimbursing bank with a certificate of compliance with the terms and conditions of the credit.
 - iii. An issuing bank will be responsible for any loss of interest, together with any expenses incurred, if reimbursement is not provided on first demand by a reimbursing bank in accordance with the terms and conditions of the credit.

第十三條

銀行間補償之安排

- a. 若信用狀敘明補償之取得係由指定銀行（"求償銀行"）向另一方（"補償銀行"）求償時，則信用狀必須敘明補償是否受開狀當時有效之國際商會銀行間補償規則之規範。

- b. 若信用狀未敘明補償係受國際商會銀行間補償規則之規範，則下列將予適用：
 - i. 開狀銀行必須提供與信用狀敘明之使用方式相符之補償授權予補償銀行。該補償授權不應受有效期限之約束。

 - ii. 不應要求求償銀行向補償銀行提出信用狀條款業已符合之證明。

 - iii. 若補償銀行未能於一經請求即依照信用狀之條款予以補償時，開狀銀行應對任何利息損失及因此而產生之任何費用負責。