

Guidance memo on opinions and possible impact on ISBP 745 and UCP 600

Opinion TA Number / R Number	Summary	ISBP 745 / UCP 600	Impact on ISBP 745
786rev2 R807	Quantity of goods is shown in a credit without indicating whether it is a gross or net weight; amount of the invoice was based on a 'commercial weight' that was greater than the gross weight; was invoicing on the basis of the commercial weight acceptable?	<i>UCP 600 sub-articles 14 (d) and 30 (b)</i>	Consistent with ISBP 745 paragraphs C3, C4, C5, C11
787 R800	A bill of lading with incomplete number of pages is stated to be not acceptable; presented charter party bills of lading indicate 'Page 01' on the reverse but there is no indication of 'Page 02' on its face	<i>UCP 600 sub-article 14 (a)</i>	Consistent with ISBP 745 paragraph E11
788rev R839	Is a bill of lading marked "vessel under arrest 18 February 2013" considered to be an unclean transport document?	<i>UCP 600 article 27 and sub-article 14 (a)</i>	No conflict with ISBP 745 paragraph G5
789rev R803	Documents to be presented within 10 calendar days after the date of issuance of the credit; documents so presented but evidencing shipment effected six months earlier; despite the condition for presentation of documents in the credit, the issuing bank refused documents due to presentation being made later than 21 days after the date of shipment.	ISBP 681 paragraph 2 <i>UCP 600 sub-articles 14 (c) and 14 (i); article 1</i>	Incorporated in ISBP 745 preliminary considerations (iv)
790rev R854	When a standby letter of credit requires the presentation of a copy of a bill of lading when shipment is effected by vessel, and states such document will be accepted as presented, subject to the fulfilment of two conditions, is a copy of a charter party bill of lading acceptable?	ISBP 681, paragraphs 115 and 20; ISBP 745 paragraphs A6 (a) and A19 <i>UCP 600 sub-article 14 (f) and article 20</i>	Incorporated in ISBP 745 paragraphs A6 (a) and A19
791rev R831	Is there sufficient evidence that the named agent has signed on behalf of the named carrier?	ISBP 745, paragraph E5 (c) <i>UCP 600 sub-article 20 (a) (i)</i>	Incorporated in ISBP 745 paragraph E5 (c)

792rev R824	Can two insurance documents printed 'black on white' be considered as originals?	ISBP 745, paragraphs A27, A28 and K5 <i>UCP 600 sub-articles 17 (b) and 28 (a)</i>	Incorporated in ISBP 745 paragraphs A27, A28 and K5
793rev R834	A continuation of the subject covered in Opinion R833 (TA775rev); can a charter party bill of lading be signed by a carrier or by a named agent for a named carrier; can it be signed according to sub-article 22 (a) (i) and still indicate the name of the carrier?	ISBP 745 paragraphs G2 (b) and G1 <i>UCP 600 sub-article 22 (a) (i)</i>	Incorporated in ISBP 745 paragraphs G2 (b) and G1
794rev R860	Can a bank insist on a specific layout or structure for an insurance document when it is to be countersigned?	ISBP 745, paragraph K5 <i>UCP 600 sub-article 28 (a)</i>	Consistent with ISBP 745 paragraph K5
795rev R820	Must an issuing bank issue a refusal notice in order to be able to claim its discrepancy fee?	<i>UCP 600 article 16</i>	Not an issue for ISBP 745
796rev R801	What is to be understood when a credit requires shipment to be effected from 'Any North European Port'?	ISBP 745 preliminary consideration (v) <i>UCP 600 sub-article 14 (a)</i>	Incorporated in ISBP 745 preliminary considerations (v)
797revR861	Collection amount is reduced by a subsequent amendment from the remitting bank, but the full amount is collected and paid by the collecting bank; remitting bank subsequently credited the full amount to the account of the principal; is the remitting bank responsible for refunding the excess amount?	n/a	n/a
798	withdrawn	n/a	n/a
799rev R818	Credit requires the presentation of a guarantee payable in Country X; the presented guarantee complies with the limited requirements in the credit except it does not refer to it being payable in Country X; can this requirement be deemed to be non-documentary?	<i>UCP 600 sub-articles 14 (h) and 14 (f)</i>	Not an issue for ISBP 745

800rev R835	Is there a conflict with regard to the signing capacity of a charter party bill of lading when it is apparently signed by the master but also bears a stamp that provides the vessel's name, the word "Master" and "on behalf of Owners"?	ISBP 745 paragraph G4 (b) <i>UCP 600 sub-article 22 (a) (i)</i>	Incorporated in ISBP 745 paragraphs G4 (b)
801rev R862	Several collection instructions all indicating, among other documents, that 3/3 original bills of lading were enclosed; goods were subsequently released against the surrender of one original bill of lading with presenting bank insisting that only 2/3 original bills of lading were received, but no prior telecommunication was sent to the remitting bank advising the anomaly.	n/a	n/a
802rev R821	Did the beneficiary need to present the original advice of the standby letter of credit when it made a demand; can a bank raise further discrepancies relating to a presentation at a later date?	<i>UCP 600 sub-article 16 (c)</i>	Not an issue for ISBP 745
803	withdrawn	n/a	n/a
804	withdrawn	n/a	n/a
805rev R788	A credit required, amongst other documents, the presentation of a Health Certificate in one original and two copies; the issuing bank only received one original and one copy; can the issuing bank still maintain a refusal notice for the absence of one copy of the document, even if the nominated bank subsequently confirms that the original and two copies were received within the time limits under the credit and forwards the remaining copy?	<i>UCP 600 sub-articles 6 (d) (ii), 6 (e) and 7 (c)</i>	Consistent with ISBP 745 paragraph A29
806rev R790	Credits that require confirmation from the negotiating (nominated) bank that the amount of the drawing has been endorsed on the reverse of the credit, and where no such confirmation is given by the nominated bank	<i>UCP 600 sub-article 7 (a), article 2 and sub-article 7 (c)</i>	Not an issue for ISBP 745

807rev R797	Is URR 725 to be applied when the credit is silent with regard to its application; are the confirming bank entitled to claim delay interest when reimbursement is received according to URR 725 article 11 and not the value date in its reimbursement claim?	<i>UCP 600 sub-article 13 (b) (ii) and article 8; URR 725 article 11; UCP 600 sub-articles 13 (a), (b), (c) and 13 (b) (iii)</i>	Not an issue for ISBP 745
808rev R789	Reimbursement condition where the issuing bank will reimburse only after receiving funds from the applicant.	<i>UCP 600 article 7</i>	Not an issue for ISBP 745
809rev R815	A credit refers to a proforma invoice number 104 whereas the presented CMR indicates proforma invoice number 1074; is there a conflict of data?	ISBP 745 paragraph A23 <i>UCP 600 sub-articles 14 (e) and (d); UCP 600 sub-article 18 (c)</i>	Incorporated in ISBP 745 paragraph A23
810rev R808	Documents are presented in the sum of USD54,000 under a credit prohibiting partial shipment; the shipment advice to the insurance company indicates the amount as USD54,00.00; is the omission of a "0" a discrepancy; can the issuing bank raise a further discrepancy not highlighted in the first presentation when a corrected advice is presented?	ISBP 745 paragraph A23 <i>UCP 600 sub-article 14 (d); UCP 600 sub-article 14 (f)</i>	Incorporated in ISBP 745 paragraph A24
811rev R809	A credit did not indicate a PO number that was to be shown as part of the goods description; the invoice showed PO# SOL140430-01 whereas the packing list showed PO# SOL140; is there a conflict of data?	<i>UCP 600 sub-articles 14 (d), 16 (e), 12 (c), and 7 (a)</i>	Not an issue for ISBP 745
812rev R785	Beneficiary is permitted to draw under a credit by way of a provisional invoice with a subsequent final invoice indicating whether the balance is due to the beneficiary or the applicant. However, the credit does not provide the conditions or process under which such a payment could be made to the applicant, if applicable.	ISBP 745, preliminary consideration (iv) <i>UCP 600 articles 2, 7 and 8</i>	Incorporated in ISBP 745 preliminary considerations (iv)

813 R829	Combined transport bill of lading is signed by the master, in addition there is a stamp that includes the name of the vessel, the name of a shipping company and an address, and name of the carrier; does the signature and stamp create a conflict in determining the capacity in which the document has been signed?	<i>UCP 600 sub-article 19 (a) (i)</i>	Consistent with ISBP 745 paragraph D5
814rev4 R827	When an invoice uses the symbol “\$” to indicate the currency is United States Dollars, is this sufficient; if a bill of lading requirement does not indicate a consignee but does state that it is to be blank endorsed, does this permit the presentation of a bill of lading straight consigned to the applicant?	ISBP 745 paragraph C6 (c) <i>UCP 600 sub-article 18 (a) (ii)</i>	Consistent with ISBP 745 paragraph C6 (c)
815rev R858	Does a bill of lading marked “Free Out” comply with terms of delivery ‘CPT Alexandra Port, Egypt without unloading cost’; delays in reimbursement due to non-issuance of a reimbursement authorisation; were charges levied by the reimbursing bank appropriate?	ISBP 745 paragraph E27 (b) <i>UCP 600 article 13; UCP 600 sub-articles 26 (c), 14 (d) and 14 (a)</i>	Incorporated in ISBP 745 paragraph E27 (b)
816rev R843	A credit permits partial shipments but allows the beneficiary to present a certificate if, following a partial shipment, no further shipments are to occur; beneficiary ships only 360 bags (out of 500 bags) of dried grain; can the issuing bank refuse documents due to short shipment and short drawing?	<i>UCP 600 article 31</i>	Consistent with ISBP 745 preliminary considerations (v)
817rev R810	Does a bill of lading marked ‘CY/CY’ comply with a requirement for shipment to be effected in a FCL (Full Container Load) container?	<i>UCP 600 sub-article 14 (d)</i>	Consistent with ISBP 745 preliminary considerations (iv)
818rev R826	Does a commercial invoice with a box labeled ‘addressee’ and completed with the details of the applicant comply with the requirement in sub-article 18 (a) (ii) for the invoice to be made out in the name of the applicant?	<i>UCP 600 sub-article 18 (a) (ii)</i>	No inconsistency with ISBP 745

819rev R838	A common form of CMR document contains three fields where the carrier name could be mentioned – field 16 ‘Transporter’, field 17 ‘Transporter successive’ and field 23 ‘Signature and stamp of Transporter’; when two or three of these fields are completed with two different names, does this create a conflict of data?	<i>UCP 600 sub-article 24 (a)</i>	Consistent with ISBP 745 paragraphs J2, J3 and J4
820rev4 R795	When a credit is amended and the beneficiary makes a subsequent presentation under it, but without taking into account the amendment, is the amendment considered rejected or can it be accepted at a later date by the beneficiary for use with any future presentation?	<i>UCP 600 sub-article 10 (c)</i>	Not an issue for ISBP 745
821 R863	Collection instruction sent to a branch of a bank that does not provide international collection settlements; envelope containing the collection instruction and documents handed to the drawee; drawee took possession of the goods without effecting settlement of the collection.	n/a	n/a
822rev R792	When there is more than one confirming bank, what are the rights and obligations that exist between each confirming bank, and between each confirming bank and the issuing bank; can a first confirming bank instruct another bank to add its confirmation without specific instructions from the issuing bank?	<i>UCP 600 sub-articles 8 (a) and 9 (b); UCP 600 articles 9, 7 and 35</i>	Not an issue for ISBP 745
823rev R811	Credit requires bill of lading (or charter party bill of lading) to indicate the value of freight prepaid and all documents are to mention the credit number; the face of the charter party bill of lading neither mentions the amount of freight that has been prepaid or the credit number; beneficiary has endorsed the bill of lading and as part of its endorsement included, in handwriting, the amount of freight that has been paid (currency and amount) and the credit number.	ISBP 745 paragraph G24; ISBP 745 paragraphs A9 and A7 (b) (i) <i>UCP 600 sub-article 14 (d); UCP 600 sub-article 14 (a)</i>	Incorporated in ISBP 745 paragraphs G24, A9 and A7 (b) (i)

824rev R812	Invoice quotes pre-printed payment terms that are not in accordance with the payment terms of the credit; invoice also quotes the payment terms of the credit; packing list and weight list indicate additional order numbers that are not covered by the invoice.	ISBP 745 paragraphs M1 and C11 <i>UCP 600 sub-articles 14 (d), 16 (c) (ii) and 14 (f)</i>	Consistent with ISBP 745 paragraphs M1 and C11
825rev R796	Nominated bank makes a prepayment under its deferred payment undertaking; at maturity, no reimbursement is received; issuing bank subsequently advises that it has effected settlement to the beneficiary directly by SWIFT MT103 message; does the issuing bank remain liable to the nominated bank to provide reimbursement?	<i>UCP 600 sub-articles 12 (b) and 7 (c)</i>	Not an issue for ISBP 745
826rev R804	Presentation is to occur at least 21 days after the date of shipment; is a presentation made prior to the 21st day after the date of shipment discrepant for 'early presentation' and can the issuing bank return those documents to the presenter; if the issuing bank holds on to the documents, must it honour on the 21st day after the date of shipment?	<i>UCP 600 sub-articles 14 (c), 16 (c) (iii), 16 (c), 16 (c) (iii) (c), 14 (b) and 15 (a)</i>	Not an issue for ISBP 745
827rev R857	Can a copy of a bill of lading indicate that the original was signed by a freight forwarder in the capacity of 'forwarder' as opposed to being signed as carrier or agent of a named carrier?	ISBP 745, paragraph A6 (a) <i>UCP 600 sub-articles 20 (a) (i), 20 (a) (iv), 14 (f) and 26 (a); UCP 600 article 27</i>	Incorporated in ISBP 745 paragraph A6 (a)
828rev R813	Certificate of Origin refers to an attached packing list/weight memo "REV03" whereas the presented packing list/weight memo is marked "REV04".	<i>UCP 600 sub-articles 14 (d) and (f)</i>	Consistent with ISBP 745 paragraphs L1 and M1

829rev R842	Credit amount stated to be 'not exceeding', with the quantity of goods subject to a tolerance of +/-10%; partial shipments are allowed; requirement for a final shipment document; quantity of goods shipped is just below maximum tolerance figure, however amount drawn is almost USD2million below the amount of the credit; final shipment document presented; issuing bank refuses documents for credit underdrawn.	<i>UCP 600 article 30</i>	Not an issue for ISBP 745
830rev R864	Two collection instructions each containing a full set of bills of lading; goods covered by each collection instruction were released to the drawee against surrender of an original bill of lading without settlement thereof; effect of the issuance of a court injunction after the release of the goods.	n/a	n/a
831rev R844	Credit is confirmed, but beneficiary declares that it never requested confirmation; is the beneficiary responsible for payment of the confirmation fees when charges are stated to be for the beneficiaries account; is a bank responsible for translating a charges clause in the credit that was given in French language?	<i>UCP 600 article 35</i>	Not an issue for ISBP 745
832rev2 R814	Packing list shows net weight as 630,000kg and gross weight as 630,360kg; copy of a bill of lading shows 36 containers and net weight 630,000kg but under a heading 'Gross wgt/Nett wgt' the same weight i.e., 630,000kg; confirming bank refused the documents due to gross weight on the bill of lading not as per the packing list.	<i>UCP 600 sub-articles 14 (d) and (f)</i>	Consistent with ISBP 745 paragraph M1
833rev R847	When the weight of a commodity is expressed in ADMT (Air Dry Metric Tons), can the net weight be greater than the gross weight?	<i>Miscellaneous</i>	Consistent with ISBP 745 preliminary considerations (iv)
834rev R802	When a credit covering the shipment of 8 units of cranes with accessories allows partial shipment, is it possible to effect a partial shipment of part of one or more cranes with accessories?	<i>UCP 600 sub-article 14 (a); UCP 600 article 5</i>	Not an issue for ISBP 745

835rev R840	An insurance policy is signed as proxy for the insurance company; is the signature acceptable without naming the proxy?	ISBP 745 paragraphs K2, K3 and K4 <i>UCP 600 sub-article 28 (a)</i>	Incorporated in ISBP 745 paragraphs K2, K3 and K4
836rev R836	Charter party bill of lading is signed by the master but also bears a stamp indicating the vessel name and what appears to be the name of the owner or shipping company; does the signature and the stamp create a conflict with regard to determining the capacity in which the document has been signed?	<i>UCP 600 sub-article 22 (a) (i)</i>	Consistent with ISBP 745 paragraph G4
837rev R856	An invoice is refused as it included "Industries" as part of the name of the applicant whereas the credit used the abbreviation "Ind".	ISBP 745, paragraph A1 <i>UCP 600 sub-article 18 (a) (ii);</i> <i>UCP 600 sub-article 14 (d)</i>	Incorporated in ISBP 745 paragraph A1
838rev R848	Credit indicates the payment terms as 30 days after transport document date; presented invoice indicates payment terms of 'L/C 30 days sight'; issuing bank refuses documents due to conflict of payment terms.	<i>Miscellaneous</i>	Not an issue for ISBP 745
839rev R859	Does a date appearing in the "Flight/Date" box of an air transport document represent the date of shipment?	ISBP 745, paragraphs H8 (a) and (b) <i>UCP 600 sub-article 23 (a) (iii)</i>	Consistent with ISBP 745 paragraphs H8 (a) and (b)
840rev R830	Did the documentary requirement for the bills of lading require that the bill of lading evidence shipment on or by a 'regular liner vessel'?	<i>UCP 600 article 20</i>	No inconsistency with ISBP 745
841rev2 R869	Impact of an extend or pay request under UCP 600; Did the content of the extend or pay request, issued by a confirming bank, meet the requirements under the standby letter of credit for the presentation of a complying demand, in the event the extension request was denied?	<i>UCP 600 sub-article 8 (a); UCP 600 sub-article 7 (c)</i>	Not an issue for ISBP 745

842rev3 R881	When a credit requires all documents to be manually signed, does this include copies?	ISBP 681 paragraph 32; ISBP 681 paragraph 62; ISBP 745: paragraphs A31 (b) and C10	Incorporated in ISBP 745 paragraphs A31 (b) and C10
843rev R874	When determining whether an electronically produced document is an original or not, does it matter if it is issued in colour or black and white?	ISBP 745 paragraph A27 <i>UCP 600 article 17; UCP 600 sub-article 17 (b)</i>	Consistent with ISBP 745 paragraph A27
844rev R877	When the positioning of an agents stamp and signature, when signing as agent for a named carrier, appears within the area designated for ‘Signature of Shipper or his agent’ does this identify the capacity in which the air waybill has been signed and meet the requirements of article 23?	ISBP 745 paragraph A37; ISBP 745 paragraph A17 <i>UCP 600 article 23; UCP 600 sub-article 16 (c)</i>	Consistent with ISBP 745 paragraphs A17 and A37
845	withdrawn	n/a	n/a
846rev R878	Do certain remarks, made by the master in respect of the condition of the containers, constitute a clause or notation expressly declaring a defective condition of the packaging of the goods?	ISBP 745 paragraph F18b; ISBP 745 paragraph E20 <i>UCP 600 article 27</i>	Consistent with ISBP 745 paragraph E20 (b)
847rev R885	Can a BPO be issued where one bank, but through different branches, undertakes the role of Obligor Bank and Recipient Bank?	n/a	n/a
848rev R868	When a box in a Health Certificate is labeled “Species / Scientific name” is it acceptable for it to be completed with the scientific name of the goods rather than a general description that is not in conflict with that stated in the credit?	<i>UCP 600 sub-article 16 (c) (iii) (b) / (c) / (d); UCP 600 article 12; UCP 600 sub-article 7 (a) (i)</i>	Not an issue for ISBP 745
849rev3 R879	Is a clause relating to the U.S. Administration Regulations regarding the non-diversion of the goods after receipt by the buyer, tantamount to a sanctions clause?	<i>Mandatory law</i>	Not an issue for ISBP 745
850	withdrawn	n/a	n/a

851rev3 R867	Did a document titled 'Applicant's Acceptance Certificate' provide evidence that it was issued and signed by the applicant?; When a sight draft is required, is it sufficient for the draft to simply indicate "At sight"?	ISBP 745 paragraph B2 (a) <i>UCP 600 article 1</i>	Consistent with ISBP 745 paragraph B2 (a)
852rev R870	In a confirmed letter of credit, where partial shipments are allowed and the payment terms include "90% of the L/C value will be paid against presentation of complying shipping documents", is it correct that a confirming bank need only honour or negotiate once complying documents covering shipment of the full quantity of goods are presented?	<i>UCP 600 article 8</i>	Not an issue for ISBP 745
853rev R883	When a credit requires all documents to indicate the contract number and date, does this include the draft and courier receipt?	ISBP 745 paragraph A19 (a); ISBP 745 paragraphs B2-B17	Consistent with ISBP 745 paragraph A19 (a) and paragraphs B2-B17
854	withdrawn	n/a	n/a
855rev R873	Is a non-bank issuer of a letter of credit held to the same standards and requirements as an issuer that is a bank, including where the refusal process is not administered in accordance with UCP 600 article 16?	<i>UCP 600 sub-article 16 (c) (iii) (b); UCP 600 sub-article 16 (e); UCP 600 sub-article 16 (f)</i>	Not an issue for ISBP 745
856rev R871	Where all other data within an invoice complies with the terms and conditions of the credit, does the addition of an additional digit within two contract numbers create a conflict of data or can it be considered as a typographical error?	ISBP 745 paragraph A23 <i>UCP 600 sub-article 14 (d)</i>	Incorporated in ISBP 745 paragraph A23
857rev2 R886	Credit expires in the country of the beneficiary and is available with any bank by negotiation but documents are to be received by the issuing bank within 21 days after the date of shipment. Can the condition regarding the presentation period be shown in field 78 of an MT700 and what is the effect of such an inclusion?	<i>UCP 600 sub-article 14 (c); UCP 600 article 6</i>	Not an issue for ISBP 745

858rev R876	Has the on board notation been issued in respect of the correct vessel? Are ICC Opinion R350 and R352, which were issued in respect of credits subject to UCP 500, still applicable under UCP 600?	ISBP 745 paragraphs E6 (c) and (e) <i>UCP 600 sub-article 20 (a) (ii);</i> <i>UCP 600 sub-article 20 (a) (iii)</i>	No inconsistency with ISBP 745
859rev R884	When quoting the Incoterm on an invoice, is it necessary to include the name of the country as well as the city or port or place? Can the Incoterms details be shown in various places on an invoice and collectively comply with the details shown in the credit?	ISBP 745 paragraph C8; ISBP 745 paragraph E9; ISBP 745 paragraph C3	Incorporated in ISBP 745 paragraphs C8, E9 and C3
860 R875	If the goods description in a credit makes no mention of spare parts, may a packing list indicate that one package includes spare parts? Could the invoice refer to spare parts?	ISBP 745 paragraphs C5 and C12 (b) <i>UCP 600 sub-article 18 (c);</i> <i>UCP 600 sub-article 14 (e)</i>	Incorporated in ISBP 745 paragraph C5
861rev R872	When a credit requires a performance guarantee, as one of the stipulated documents, and for it to be issued for a specified amount and expiry date, may the presented guarantee indicate that the amount will reduce upon presentation to its applicant of a copy of a performance test certificate, and that the guarantee will expire on the earlier of three events, one of which is the expiry date of the guarantee which is mentioned in the credit?	<i>UCP 600 sub-article 14 (f)</i>	Not an issue for ISBP 745
862 R882	When a credit requires an air waybill to indicate the flight number and date, does an air waybill comply that indicates this information but has no date of issuance?	ISBP 745 paragraph A11 (a) (iii); ISBP 745 paragraph H8 <i>UCP 600 sub-article 23 (a) (iii)</i>	Consistent with ISBP 745 paragraph A11 (a) and incorporated in ISBP 745 paragraph H8
863 R880	When a credit requires shipment to 'Alexandria Seaport, Egypt', does a bill of lading comply that indicates 'Alexandria, Egypt' in the port of discharge field?	<i>Miscellaneous</i>	Consistent with ISBP 745 paragraphs E8 and E9

864rev R899	When a credit requires the presentation of a certificate of origin by reference to a document in the form of a specific trade agreement between two countries and there is no field in the document for country of origin, does this permit the document to be accepted without reference to the country of origin?	ISBP 745, paragraph L1; ISBP 745, paragraphs L2 and L3 (c) (i) <i>UCP 600, sub-article 14 (f)</i>	Incorporated in ISBP 745 paragraph L2 and consistent with ISBP 745 paragraphs A39, L1 and L3 (c) (i)
865rev2 R897	Does a copy of a customs export declaration, which has been electronically generated, need to be signed when the credit, as amended, requires a copy and/or original of such document authenticated by the Customs Authorities?	ISBP 745 paragraph A31 (b); ISBP 745 paragraph A35 (d) <i>UCP 600 article 3</i>	Consistent with ISBP 745 paragraphs A31 (b) and A35 (d)
866rev R900	When collection instructions are sent to a bank and that bank releases the documents to the drawee without payment and contends that they have no expertise in international banking, that the documents were forwarded without their prior approval and that the drawee was in agreement with the drawer regarding payment, does such a bank remain liable under URC?	n/a	n/a
867 R894	When a factory acceptance test certificate is to be signed by one and/or another named signatory and the presented certificate is presented duly signed by both signatories but one is incomplete with regard to the entity on whose behalf he is signing, is the document discrepant?	<i>Miscellaneous</i>	Consistent with ISBP 745 paragraph A35 (b)
868rev R889	Does a technical acceptance certificate comply when signed by the applicant but it contains reference to an item that was to be upgraded?	<i>UCP 600 sub-article 14 (f)</i>	Consistent with ISBP 745 paragraph Q1
869rev R895	When a credit covers 400MT of goods +/- 10% and partial shipments are allowed, but only in 8 containers and 8 containers are shipped with a total of 352MT of goods is a second presentation complying?	<i>Miscellaneous</i>	Not an issue for ISBP 745

870rev R887	Does the inclusion of payment terms within an invoice that are not fully in accord with the payment terms under the credit a reason to refuse the invoice? Invoice and packing list that refers to a tolerance in the quantity, where no quantity was stated in the credit. A certificate of analysis that included confidentiality and copyright provisions written in local language, when the credit stipulated 'all documents must be written in English'.	ISBP 745 paragraph A21 (a); ISBP 745 paragraph A21 (e) <i>UCP 600 sub-articles 4 (a) and 14 (d)</i>	Incorporated in ISBP 745 paragraphs A21 (a) and A21 (e)
871rev R891	When a draft is to be drawn on the nominated bank for acceptance at 30 days sight, but the nominated bank is not willing to act on its nomination until after the issuing bank has approved the documents, but the nominated bank does not tell the issuing bank this or the date the documents were received by it, what will be the maturity date – 30 days after the nominated bank received the documents or 30 days after the issuing bank accepted a waiver from the applicant?	ISBP 745 paragraph B5 (b) <i>UCP 600 sub-articles 16 (c) and (d)</i>	Consistent with ISBP 745 paragraph B5 (b)
872 R896	When a credit indicates that a tolerance applies to the total quantity, does this apply to the total and individual line items or just the total?	<i>Miscellaneous</i>	Not an issue for ISBP 745
873rev R890	When a credit indicates that typing errors not affecting figures are acceptable, does this include a model number of the goods? Did the refusal notice of the issuing bank comply with UCP 600 article 16 and wording that appeared in the credit?	ISBP 745 paragraph C3; ISBP 745 preliminary consideration (iv); ISBP paragraph A23; ISBP 745 paragraph C5; ISBP 745 paragraph C8 <i>UCP 600 sub- article 18 (c); UCP 600 sub-article 16 (c) (iii) (b); UCP 600 article 1</i>	Incorporated in ISBP 745 preliminary consideration (iv), paragraphs C3, A23, C5 and C8
874	withdrawn	n/a	n/a

875rev R893	Does a different legal form of the beneficiary name constitute a discrepancy? When a goods quantity is rounded up or down, may a bank complete a mathematical calculation and refuse if there is a difference?	ISBP 745 paragraph C2 (a); ISBP 745 paragraph A22 <i>UCP 600 sub-article 18 (a) (i)</i>	Incorporated in ISBP 745 paragraphs C2 (a) and A22
876rev R888	Beneficiary certificate indicating an incorrect letter of credit number	<i>UCP 600 sub-article 14 (d)</i>	Consistent with ISBP 745 paragraph A23
877 R898	When a credit requires shipment to a specific port but that port is shown within the goods description area of the bill of lading, as the port of discharge, is this acceptable without mention of that port at least in the place of final destination or delivery field of the bill of lading?	ISBP 745 paragraph E8 (b)	Consistent with ISBP 745 paragraph E8 (b)
878rev R892	Is the issuing bank able to refuse documents based on a condition in a credit that can be considered as being non-documentary? Was the refusal notice of the issuing bank issued according to the requirements of article 16 and, if not, is the issuing bank precluded from claiming that the documents are discrepant?	<i>UCP 600 sub-article 4 (a); UCP 600 sub-article 14 (h); UCP 600 sub-article 14 (a); UCP 600 sub-article 16 (c) (i); UCP 600 sub-article 16 (c) (ii); UCP 600 sub-article 16 (f)</i>	Not an issue for ISBP 745
879rev2 R901	When a nominated bank submits a claim for interest to the issuing bank, in respect of delay in reimbursement, is the nominated bank required to provide proof that it has honoured or negotiated? When the issuing bank states that it will reimburse the nominated bank upon receipt of complying documents, can the nominated bank send an MT754 message (advice of payment/acceptance/negotiation) to the issuing bank and expect to receive reimbursement before documents reach the issuing bank?	<i>UCP 600 article 2; UCP 600 sub-article 7 (a); UCP 600 sub-article 13 (b) (iii)</i>	Not an issue for ISBP 745

880rev R902	What is the extent to which UCP 600 would prevail over a court injunction imposed by a local court stopping the issuing bank from honouring under its credit?	<i>UCP 600 sub-articles 7 (a) and 7 (b); UCP 600 article 5; UCP 600 sub-article 4 (a); UCP 600 sub-article 15 (a); UCP 600 article 39</i>	Not an issue for ISBP 745
881rev R910	When a credit contains mixed payment conditions i.e., 80% against shipping documents and 20% upon presentation of an acceptance certificate issued by the applicant or 45 days after the bill of lading date (whichever is earlier), can the 20% payment be made without the 80% presentation having first been honoured?	<i>Miscellaneous</i>	Not an issue for ISBP 745
882rev R913	If a credit includes the condition “Third party documents not acceptable”, should this be viewed as a modification or exclusion of the rules, as allowed for in UCP 600 article 1 or should the advising bank reject the condition as it contravenes ISBP 745 paragraph A19 (d)?	ISBP 745 preliminary considerations (ii); ISBP 745 paragraph A19 (d) <i>UCP 600 article 1; UCP 600 sub-article 14 (f) and articles 20 and 28</i>	Consistent with ISBP 745 preliminary considerations (ii) and paragraph A19 (d)
883rev R908	Were the discrepancies noted by the issuing bank, that the air waybill showed two carrier names and that the contract number was shown correctly and incorrectly within the air waybill, valid?	<i>UCP 600 sub-article 16 (c); UCP 600 sub-article 23 (a) (i); UCP 600 sub-article 14 (d)</i>	Consistent with ISBP 745 paragraphs H5, H6 and A23
884rev R906	The impact of a sanction clause that also referred to the internal policies of the issuing bank, but without explaining what those policies included, and the subsequent refusal of documents where the issuing bank is using the internal policies as justification for the refusal.	<i>UCP 600 sub-article 7 (b); UCP 600 sub-article 7 (a); UCP 600 sub-article 16 (c); UCP 600 sub-article 16 (f)</i>	ISBP 745, as stated in preliminary considerations (ii)

885rev R909	Where the Incoterms are CIF Mundra Port, India with the place of delivery ICD Moradabad, India is it acceptable for the transport document to indicate that empty containers are to be returned to the ICD on consignee's risk and account, whereas the credit contains no such condition?	<i>UCP 600 sub-article 26 (c)</i> ISBP 745 paragraph E27	Consistent with ISBP 745 paragraph E27
886rev R907	Documents are to be issued in English. Other languages are acceptable provided an English translation is provided. The invoice has been issued on plain paper, and whilst bearing the information required by the credit, only bears a stamp with Chinese characters. The nominated bank indicates that this is the name of the beneficiary. Can the issuing bank refuse the documents on the basis that the invoice does not appear to have been issued by the beneficiary?	ISBP 745 paragraphs A21 (e) and (c) (i) <i>UCP 600 sub-article 14 (a);</i> <i>UCP 600 sub-article 18 (a) (i)</i>	Consistent with ISBP 745 paragraph A21 (e)
887 R903	A required document is a copy of a performance bond issued and sent by a reputable bank in Vietnam or an international bank having a branch office in Vietnam. In the case of the latter, does the performance bond need to indicate that the issuer has a branch office in Vietnam?	ISBP 745 preliminary considerations (iv) <i>UCP 600 sub-articles 14 (a) and (h)</i>	Consistent with ISBP 745 preliminary considerations (iv)
888rev R904	Do credits need to incorporate discrepancy handling clauses that are covered by the content of UCP 600 sub-article 16 (c) (iii) (b)? Do the clauses seen in credits affect when the issuing bank must honour and their release of the documents to the applicant?	<i>UCP 600 sub-article 16 (b);</i> <i>UCP 600 sub-article 16 (c) (iii) (b);</i> <i>UCP 600 sub-article 15 (a);</i> <i>UCP 600 sub-articles 16 (c) and (d);</i> <i>UCP 600 sub-article 16 (f)</i>	Not an issue for ISBP 745
889rev R917	Charter party bills of lading indicate the consignee as 'To order of ABC Bank' whereas a photocopy of a EUR1 certificate indicates 'To order' in the consignee field. Is there a conflict?	ISBP 745 paragraphs L5 and Q9 <i>UCP 600 sub-article 14 (f);</i> <i>UCP 600 sub-article 14 (d)</i>	Consistent with ISBP 745 paragraphs L5 and Q9

890 R916	Does a bill of lading signed 'ROH on behalf of HAP, the carrier' indicate that ROH is signing in the capacity of an agent of the carrier? Is it appropriate for an issuing bank to indicate that it will make a charge for each SWIFT message sent in relation to a discrepant presentation?	ISBP 745 paragraph E5 (c) <i>UCP 600 sub-article 20 (a) (i)</i>	Consistent with ISBP 745 paragraph E5 (c)
891rev R905	Is UCP 600 sub-article 16 (e) an arbitrary norm? Can an issuing bank return documents at any time and if the issuing bank indicates it is returning the documents, what timeframe applies? If the issuing bank fails to return one page of an original bill of lading is it precluded from claiming that the documents are discrepant?	<i>UCP 600 sub-article 16 (c) (iii) (b); UCP 600 sub-article 16 (e); UCP 600 sub-article 7 (a); UCP 600 article 16; UCP 600 sub-article 16 (f)</i>	Not an issue for ISBP 745
892rev R914	A draft survey report is presented in two pages. The first page is signed but is not numbered whereas the second page is marked 'page 2/2'. Can an MT799 message be sent as a refusal notice with the clause 'kindly treat it as MT734' and must this message fully comply with UCP 600 article 16?	ISBP 745 paragraph A24 <i>UCP 600 sub-articles 16 (c) (ii) and (iii); UCP 600 sub-article 16 (f); UCP 600 sub-article 16 (c)</i>	Incorporated in ISBP 745 paragraph A24
893rev R911	When a packing list is to evidence the dimensions of a bale, what criteria is to be applied to determine if the document complies?	<i>Miscellaneous</i>	Consistent with ISBP 745 paragraph M4
894	withdrawn	n/a	n/a
895rev R912	When a credit includes a condition that a deduction is to be made in the event of shipment being effected after a specific date, but does not indicate how any applicable deduction is to be evidenced in the presentation, what is required to ensure that the issuing bank honours less the deduction if the presentation otherwise complies?	<i>UCP 600 sub-article 18 (b)</i>	Not an issue for ISBP 745

896rev R915	<p>When a certificate of origin certified by a chamber of commerce and an invoice that is also certified by the chamber of commerce have become detached but contain internal cross-references to each other, can they be considered as the same document? When a credit does not include a requirement for a pre-shipment inspection certificate due to an apparent error on the part of the issuing bank, can the issuing bank refuse the documents for absence of that document as they refer to the purchase order, referenced in the credit, and this purchase order makes reference to the presentation of a pre-shipment inspection certificate?</p>	<p>ISBP 745 paragraph A24 <i>UCP 600 sub-article 4 (a)</i></p>	<p>Consistent with ISBP 745 paragraph A24</p>
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