It is our view that this appears to be an educational/theoretical question. If it is a purely educational question this should be dealt with in an educational opinion (as per our comment above), and we would appreciate clarification on this. (**15**)

Scenarios B and C: In scenarios B and C, the opinion should not speak of acting in accordance with "the intention of the issuer" (should state "issuer of the insurance document") as a document examiner has no way of determining the issuer's intentions.
Scenario E: We disagree with the conclusion in scenario E. We do not believe when an L/C calls for a "full set" of insurance documents it means that the documents presented have to indicate how many originals there are, while if L/C simply calls for an insurance document without using the term "full set," no such indication of the number of originals is needed. It appears therefore the conclusion is inconsistent. (**16**)

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Agree. We suggest to add a recommendation that L/C should clearly specify on which weight basis price calculation has to be based in case any other weight than net weight has to be used. (**1**)

We agree to the conclusion, but find the reference to UCP 600 article 30 (b) irrelevant. The question is not whether the quantity shipped is within the permitted range, but rather if the gross weight, net weight or the commercial weight is to be used in the price calculation.

We suggest the reference to UCP 600 article 30 (b) to be removed from the analysis. (**2**)

We would like to draw your attention on the fact that in the case under investigation, according to our understanding, there was mainly an issue of different type of weighting and not a matter of tolerance of plus or minus five percent as per sub-article 14 (d).

On that basis the commercial invoice should not have been considered as acceptable in terms of the quantity invoiced and the calculation of the invoice amount.

Last but not least, the fact that the documents in conflict were both issued by the same person, i.e. the buyer, should also be taken into account for the conclusion of the Analysis. (**3**)

We disagree with the conclusion.
We are of the strong opinion that it is common practice that unless otherwise stated in the credit, invoicing is based on the net weight of the shipped goods; this is also in line with ISBP Publication 681 paragraph 59 ("an invoice must reflect what has actually been <u>shipped</u>") and 60 ("an invoice must evidence <u>the value of the goods shipped</u>") (emphasis added).

We therefore do not agree with the Analysis & Conclusion that in case the credit is silent about the type of weight to be used for invoicing purposes that any weight should be accepted even if this is more than the actual weight shipped as long as it remains within the tolerances as given in the credit.
We also do not agree with the last sentence of the Analysis which state there is no requirement for the invoice to show the gross or net weights, as already pointed out by us this is not in line with paragraph 59 and 60 of the ISBP which clearly state that the invoice must reflect what has actually been shipped. (**4**)

ICC Sweden do not agree with the conclusion. The credit do not stipulate any method for price calculation and in absence of any stipulation in the credit, the net weight should be used according to international standard banking practice. (**5**)

We do not agree with the conclusion of the Banking Commission. "Commercial weight" and other weight types are not necessarily normal and commonly known parameters for invoicing. That is why it is absolutely essential that a letter of credit contains clear instructions. Otherwise, a beneficiary will have to face the risk of a refusal of the documents. Here, the commercial weight is higher than gross and net weights and results in a higher value invoiced and therefore one could consider it as an excess drawing. (**6**)

The concept of "commercial weight" is unknown to us. Therefore, we disagree with the conclusion on this basis. The basis of the calculation should have been stated in the credit. If the credit was silent on this issue, it is our view that the calculation should have been based on net weight. In particular, we fail to understand how the commercial weight can be greater than the gross weight. It would therefore be useful to have further evidence of the question/document. (**7**)