Ms Gülben Cirav
ICC Türkiye
Dumlupınar Bulvarı No: 252 (Eskişehir Yolu 9.Km)
06530 Ankara
Turkey

9 December 2014

Subject: Document 470/TA.813 Final

Dear Ms Cirav,

Thank you for your query regarding UCP 600. Please find below the opinion of the ICC Banking Commission.

QUOTE

We kindly request your official opinion on the following query relating to a bill of lading presented under a credit issued subject to UCP 600.

The credit called for (among other documents): "Full set (3/3) original clean on board combined transport bill of lading made out to the order and blank endorsed, marked freight prepaid, notify applicant (full name and address)."

After examination of documents and determination that the documents were in compliance with the terms and conditions of the credit, the confirming bank sent the documents to the issuing bank. The issuing bank refused the documents due to the following discrepancy:

- Bill of Lading: Signature of issuing party evidencing third party inconsistent with carrier and not qualified.

The bill of lading in question had been signed as follows and included the below information:

Signed (for the Master) by [PRE-PRINTED TEXT]
Master of M/V Camira [ADDED TEXT]
Capt. Ronnie

A stamp stating the name of vessel as follows:
MV "Camira"
XYZ Shipping Ltd.
Address

Carrier: ABC Transportation & Trading Ltd. Co.

The confirming bank rejected this refusal on the ground that the bill of lading had been signed by the master in compliance with UCP 600 sub-article 19 (a) (i). The stamp is a “ship’s stamp” and the company stated within the stamp could be the owner or agency of the vessel and it does not create conflict of the signing capacity.

We would appreciate your opinion as to whether the stated discrepancy represent a valid reason for refusal of documents.

ANALYSIS

The credit included a requirement for a combined transport bill of lading. In accordance with UCP 600 sub-article 19 (a) (i), such a document must appear to indicate the name of the carrier and be signed by the carrier, the master or a named agent of either party.

Based on the evidence provided, the bill of lading bore a stamp which provided evidence of the name of the carrier.

Furthermore, the document was signed by the master and the signature was identified as that of the master.

CONCLUSION

The bill of lading is compliant.

The opinion(s) rendered on this query reflect the opinion of the ICC Banking Commission based on the facts under “QUOTE” above.

The reply given is not to be construed as being other than solely for the benefit of guidance and there should be no legal imputation associated with the reply offered. If this query relates to a matter currently under consideration by the courts, the ICC Banking Commission will refrain from considering it for adoption as an opinion.

Neither the ICC nor any of its employees, nor any member of the Banking Commission, including the Chairman, Vice-Chairmen or Technical Advisers shall be liable to any person for any loss or damage arising out of any act or omission in connection with the rendered opinion(s).

Yours sincerely,

Thierry Senechal
Policy Manager
Banking Commission

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