国外资料

国际商会〈托收统一规则〉简介

陈 步 蟾

在银行托收业务中，有关银行与委托人之间往往由于义务和责任上解释的分歧和各银行业务做法的差异而引起纠纷。为了调和各有关方面的矛盾，尽量减少纠纷，国际商会曾于1958年草拟一份〈商业单据托收统一规则〉，(Uniform Rules for the Collection of Commercial Paper)（即*192小册子），提供各银行试用，企图以民间团体的身份，逐步形成一套为大家遵守的“惯例”。

1967年国际商会修订了该规则(即254小册子)，并建议各国银行于1968年起采用。1978年国际商会吸取十多年来的实践经验，对该规则又作一次修订，并改名为〈托收统一规则〉(Uniform Rules for Collection)（即322小册子），以适应国际贸易不断发展的需要，并建议各国银行于1979年起采用。

应当指出，这些规则，正如〈跟单信用证统一惯例〉一样，并不是国际上公认的法律，祇有在有关当事人事先约定，才受其约束。同时，托收方式毕竟是属于商业信用，与以银行信用为基础的信用证方式不同，所以，此项规则不象〈跟单信用证统一惯例〉那样普遍采用。但它在一定程度上解答了托收过程中的问题，故自公布以来，资本主义国家的银行已逐步推广，现在应用很广。

我国尚未承认此项规则。但随着我国对外贸易的大发展，贸易方式的多样化，我进出口业务中使用托收方式也会相应地增加。为防止不必要的纠纷，减少收汇风险，了解这个规则的内容对我们是有帮助的。

〈统一规则〉的基本精神是银行承办托收业务时，完全按照委托人的指示行事，托收过程中所遇到一切风险、开支、费用、意外事故等等均不负责，概由委托人承担。因此，在委托人送交银行的“托收指示书”中，必须填写详细明确，特别是对一些重要项目，如究竟是承兑交单（D/A）或是付款交单（D/P)，赎单前是否代为存仓保险，遭到拒付时应如何处理，利息如何计算，费用由谁负担等。在我采用出口跟单托收时，还应注意以下各点：

1. 了解付款人（进口商）的资信。托收方式是属于商业信用，货款能否完全及时收回主要取决于进口商的资信程度。因此，首先要详细调查进口商的偿付能力和经营作风，并严格掌握一个“授信额度”，平时还要经常注意其赎单情况，尽量减少收汇风险。
2. 注意国外的贸易外汇管理规定和习惯做法。

(1)采取贸易管理制的国家一般需要许可证，方准外国货物进口，否则被认为“无证到货”而遭受没收或罚款的处分。成交后最好嘱国外进口商先将有关许可证或其影印本寄来，经过核对已符合规定然后发货。

(2)有的国家的外汇管理规定，凡以托收方式进口的货款，进口商可向银行先付当地货币赎取单据，待其中央银行批出外汇后，才能汇出。有的国家（如坦桑尼亚）要等货物清关后才批给外汇。因此收汇时间往往拖延，出口人增加了利息损失和汇率变动的风险。

(3)有的国家（主要是拉丁美洲国家）的习惯做法是：凡以托收方式进口，不论是即期或远期汇票，付款人均可要求在货物到达后才办理承兑或付款；有的国家还认为付款人一经承兑汇票后，便有权要求取得货运单据，作为一种"对价"。故代收银行对远期付款交单均按承兑交单处理。因此出口人应预先对这些特殊做法予以适当的估计。

3."需要时的代理"的指定

在托收发生拒付时，为保障货物安全，出口人可在进口地点预先指定一个代表，即所谓"需要时的代理"(Case of Need)，以便托收银行随时联系。一般是指定可靠的代理商为代表，但该代表的权限应加以详细规定，例如是否有权提货，指示减价，改变收款对象等。如无具体规定，代收银行对其指示可不受理，而且银行亦无义务代为照料货物。在我出口托收中，必要时也可指定托收行为"需要时的代理，"请其代办存仓投保手续。但应注意有的银行不愿代办此项手续，或者当地不齐备存仓条件，则存关期限一过，便被拍卖或没收。

4."拒绝证书"的制作

按照国际惯例，如汇票付款人拒绝承兑或拒绝付款时，可以委托代收银行办理制作"拒绝证书"(Protest)，作为向汇票的有关债务人行使追索权的依据。由于该证书既受付款地法律的约束，而且根据我国具体情况，并不有利。所以在发生拒付时，主要是抓紧时间与国外进口商交涉，并作好转售他人或办理退货的准备。应该注意，按〈统一规则〉规定，委托人（通过委托银行）在接到拒绝付款或承兑通知后，必须在合理的时间内作出进一步处理单据的指示，提示银行在送出该项通知的90天内，仍未接到指示时，可将单据退还，一切后果概由委托人自理。

现将国际商会制订的〈托收统一规则〉(322小册子)译成中文附后。

《托收统一规则》

前言

国际商会新的《托收统一规则》将于1979年1月1日起付诸实施。

由于1967年以来被广泛采用的现行〈商业票据托收统一规则〉(254小册子)将为本规则所代替，这一进展将会引起全世界各银行的兴趣。

采用新名称的原因是由于在业务实践上，托收单据中既有资金性质的，亦有商业性质的。

在修订时，国际商会的银行委员会曾对1967年以来在业务实践中的变化和对现行规则所不能解决的特殊问题都考虑在内。例如当托收指示书要求支付利息而付款人拒付时，提示银行如何处理？这次修订的规则中对这个问题作出了明确的规定。

此修订本反映了国际商会采取的适应于国际贸易变化的方针。

国际商会秘书长　C. H. Wingwist

总 则 和 定 义

A—这些规定、定义以及下列条目适用于下面（B）所限定的一切托收。除非另有明示同意，或除非与一国、一州或地方所不得违反的法律条例的规定相抵触，它们对所有当事人都具有约束力。

B—为明确这些规定、定义和条目：

1. Ⅰ“托收”是指银行根据所收到的指示来处理下面Ⅱ所限定的单据，其目的为

a)按照不同情况，取得承兑和（或）付款，或者

b)按照不同情况，在承兑后和（或）付款后交付商业单据，或者

c)按照其他条件交付单据。

Ⅱ．“单据”是指资金单据和（或）商业单据。

a)“资金单据”是指汇票、期票、支票、付款收据或其他用于取得衬款的类似凭证。

b)“商业单据”是发票、装运单据，所有权单据或其他类似的单据，或者一切不属于资金单据的其他单据。

Ⅲ“光票托收”是指资金单据的托收，不附有商业单据。

Ⅳ“跟单托收”是指：

a)资金单据的托收，附有商业单据。

b)商业单据的托收，不附有资金单据。

2．“有关当事人”是指：

Ⅰ“委托人”，是指委托银行办理托收业务的客户。

Ⅱ“委托行”，是指受委托人的委托，办理托收业务的银行。

Ⅲ“代收行”，是指除委托行以外，任何参与完成托收指示过程中的银行。

Ⅳ“提示行”，是指向付款人作出提示的代收行。

3．“付款人”，就是根据托收指示书，向其作出提示的人。

C—．一切单据在送交托收时，必须附有一份完整和明确的托收指示书。银行只允许按照托收指示书中的规定和根据本规则行事。

如出于某种原因，任何银行不能执行它所收到的托收指示书的规定时，必须立即通知发出托收指示书的一方。

义 务 和 责 任

第一条

银行应以善意和合理的谨慎行事。

第二条

银行必须核实所收到的单据在表面上与托收指示书所列一致，如发现任何单据有遗漏，应即通知发出指示书的一方。

除此以外，银行没有检验单据的义务。

第三条

为了执行委托人的指示，委托行可利用下列银行作为代收行：

Ⅰ．委托人提名的代收行。如无这样的提名，

Ⅱ．可由委托行或其他银行选定在付款或承兑所在国的任何银行。

单据和托收指示书可直接或通过另一银行转手送交代收行。

银行代委托人执行其指示而利用其他银行的劳务时，其风险应由委托人承担。

委托人应受国外法律和惯例规定的义务和责任所约束，并对银行承担的该项义务和责任负赔偿之责。

第四条

与托收有关的银行，对由于任何消息，信件或单据在寄送途中的延误或失落，或由于电报、电传（用户电报）电子传送系统在传送中的延误、残缺和其他错误，或对由于专门性术语在翻译和解释上的错误等等，所产生的一切后果概不承担义务或责任。

第五条

与托收有关的银行对由于天灾、暴动、骚乱、叛乱、战争或银行本身无法控制的任何其他原因，或对由于罢工或停工致使银行营业间断所造成的一切后果，概不承担义务和责任。

第六条

除非事先征得银行同意，货物不应直接运交银行，亦不应以银行为收货人。

如未经银行事先同意，货物直接运交银行或以银行为抬头人，俾在付款或承兑（或其他条件）后交给付款人时，该银行并无义务提取货物，对此项货物仍由发货的一方承担风险和责任。

提　示

第七条

单据应按交来时的原样向付款人提示，除了委托行和代收行被授权可加贴必须的印花（除另有指示，该费用应由委托人负担）以及作出必要的背书，或加上为托收业务习惯上所需要的任何橡皮戳记或其他用以识别的标记或符号。

第八条

托收指示书应载明付款人或提示所在地的详细地址。如该地址不完整或不准确，代收行可在其自身不承担义务或责任的前提下，尽力查明其确实地址。

第九条

遇有即期付款的单据，提示行必须毫无延误地提示付款。遇有即期付款以外的远期付款的单据，在要求取得承兑时，提示行必须毫无延误地提示承兑；在要求取得付款时，必须不迟于规定的到期日提示付款。

第十条

如跟单托收中有一张远期付款的汇票，托收指示书中必须载明在承兑后抑或在付款后将商业单据交给付款人（承兑交单或付款交单（D/A or D/P)。如无此载明，商业单据只有在付款后交付。

付　款

第十一条

如单据是以付款国货币（当地货币）支付，除非在托收指示书中另有规定，提示行必须

在当地货币支付后，才能把单据交与付款人，该项当地货币应依照托收指示书所规定的办法立即处理。

第十二条

如单据是以付款国以外的货币（外国货币）支付，除非在托收指示书中另有规定，提示行必须在有关外国货币支付后才能把单据交与付款人，该项外国货币应依照托收指示书中规定立即汇出。

第十三条

光票托收时，部分付款只有在付款地现行法律准许部分付款的限度和条件下才能接受。但单据仅在全部款项业已收到时才能交与付款人。

跟单托收时，部分付款仅在托收指示书内有特别授权的情况下，提示行才能受理。但除另有指示外，提示行仅在全部款项已收到后才能把单据交与付款人。

在任何场合下，只有分别符合第十一条或第十二条的规定后才能接受部分付款。

部分付款如一经接受，应按第十四条的规定进行处理。

第十四条

收到的款项（如有各种手续费、开支或费用，则在扣除后）必须按照指示书的规定，立即解交发出指示书的银行予以支配。

承　兑

第十五条

提示行应负责查看汇票上的承兑形式在表面上是否完整和正确，但对签名的真实性或签名人是否有签署承兑的权限概不负责。

期票、收据和其他类似的支付凭证

第十六条

提示行对期票、收据或其他类似的支付凭证的签名的真实性或签名人是否有权签署的权限概不负责。

拒　绝　证　书

第十七条

托收指示书应对于在遭到拒绝承兑或拒绝付款时，是否需作出拒绝证书（或采取其他可以代替的法律手续）给予特别指示。

如无此项特别指示，与托收有关的各银行在遭到拒绝付款或拒绝承兑时，并无义务作出拒绝证书（或采取其他可以代替的法律手续）。

银行由于作出拒绝证书或采取其他法律手续而发生的手续费和费用概由委托人负担。

需要时的代理（委托人的代表）和货物的保护

第十八条

如委托人指定一名代表，在遭到拒绝承兑和（或）拒绝付款时作为需要时的代理，则在托收指示书中应明确而充分地指明此项代理的权限。

如无此项指明，银行对需要时代理的任何命令可以不受理。

第十九条

银行对于跟单托收项下的货物无义务采取任何措施。

然而，无论有否得到指示，如银行为了保护货物而采取了措施，它们不对货物的处境和（或）状况负责，也不对任何受委托看管和（或）保护货物的第三者的行为和（或）失职负责。但是，代收行应立即将所采取的措施通知发出托收指示书的一方。

银行由于采取保护货物的措施而发生的手续费和费用概由委托人负担。

托收结果的通知及其他

第二十条

代收行应按照下列规则通知托收结果：

Ⅰ通知的方式　代收行向发出托收指示书的银行送交所有的通知和消息应载明必要的详细内容，在任何场合下，都应包括后者托收指示书上的编号。

Ⅱ通知的方法　在无特别指示时，代收行应以最快的邮寄向发出托收指示的银行送出所有的通知，代收行如认为情况紧急，也可采用更快的方法，如电报、电传、电子传送系统等，其费用均由委托人负担。

Ⅲ(a)付款通知　代收行应毫无延误地将付款通知送交发出托收指示书的银行，详细列明收到的金额（扣除手续费、开支和费用），以及处理款项的方法。

(b)承兑通知　代收行应毫无延误地将承兑通知送交发出托收指示书的银行。

(c)拒绝付款或拒绝承兑的通知　托收行应毫无延误地将拒绝付款或拒绝承兑的通知送交发出托收指示书的银行。

提示行应设法确定拒绝付款或拒绝承兑的理由，并相应地通知发出托收指示书的银行。

委托行收到该项通知后，必须在合理的时间内作出进一步处理单据的相应指示。如在送出拒绝付款或拒绝承兑通知的90天内，提示行仍未接到该项指示时，可将单据退回发出托收指示的银行。

利息、手续费和费用

第二十一条

如托收指示书中包括收到利息的指示，但在随附的资金单据上未予表明，而付款人拒付利息时，除非托收指示书上明确规定该项利息不能免除者外，提示行可以不收利息而将单据按不同情况在付款或承兑后交与付款人。当需要收取该项利息时，托收指示书上应载明利率和算收的期间。如利息遭到拒付，提示行应即通知发出托收指示书的银行。

如单据中包括一张资金单据，它上面注明无条件的和肯定的利息条款时，则利息数额应视同托收金额的组成部分。因此，除非托收指示书另有授权外，资金单据上所列本金外还要加上应收利息，不能免除。

第二十二条

如托收指示书中有托收手续费和（或）费用统归付款人负担的指示而付款人拒绝负担时，除非托收指示书明确规定该项手续费和费用不得免除者外，提示行可免收手续费和(或)费用而按不同情况付款交单或承兑交单。倘遇托收手续费和（或）费用遭到拒付时，提示行

应即通知发出托收指示的银行。在托收手续费和（或）费用免除的情况下，仍应由委托人负担，并可在收到的款项内扣除。

如托收指示书明确规定不准免除托收手续费和（或）费用，则委托行、代收行或提示行对由此而引起的任何费用和延误均不负责。

第二十三条

凡属下述各种情况，即按托收指示书所明确规定的条款或根据本规则，开支和（或）托收手续费应由委托人负担者，代收行有权迅速向发出指示书的银行收回其有关开支、费用和手续费的支出。委托行不论该项托收的结果如何亦有权迅速地向委托人收回任何数额的上述垫款及其本身的开支、费用和手续费。

（附英文原文）

Uniform Rules for Collections

Foreword

These new ICC "Uniform Rules for Collections" enter into force as form 1st January 1979.

This development will interest bankers throughout the world since the new Rules replace the existing "Uniform Rules for the Collection of Commercial Paper" (Publication No. 254), which have been widely used since their introduction in 1967.

The new title was chosen since, in practice, documents collected are as likely to have as much a financial as a commercial character.

In making this revison, the ICC's Banking Commission has taken into account both the evoluton in practice since 1967 and specific problems that have arisen that could not be solved by the existing rules. An example is the course of action presenting banks should follow when the collection order requires the payment of interest that the drawee refuses to pay. The revised Rules give a clear ruling on this problem.

This revison reflects the policy of the ICC to stay abreast of changes in international commerce.

Carl-Henrik Wingwist
Secretary General of the ICC

General Provisions and Definitions

A. These provisions and definitions and the following articles apply to all collections as defined in (B) below and are binding upon all parties thereto unless otherwise expressly agreed or unless contrary to the provisions of a national, state or local law and/or regulation which cannot be departed from.

B. For the purpose of such provisions, definitions and articles:

1. i "Collection" means the handling by banks, on instructions received, of documents as defined in (ii) below, in order to

   a) obtain acceptance and/or, as the case may be, payment, or

   b) deliver commercial documents against acceptance and/or, as the case may be, against payment, or

   c) deliver documents on other terms and conditions.

   ii "Documents" means financial documents and/or commercial documents:

   a) "financial documents" means bills of exchange, promissory notes, cheques, payment receipts or other similar instruments used for obtaining the payment of money;

   b) "Commercial documents" means invoices, shipping documents, documents of title or other similar documents, or any other documents whatsoever, not being financial documents.

   iii "Clean collection" means collection of financial documents not accompanied by commercial documents.

   iv "Documentary collection" means collection of

   a) financial documents accompanied by commercial documents;

   b) commercial documents not accompanied by financial documents.

2. The "parties thereto" are:

   i the "principal" who is the customer entrusting the operation of collection to this bank:

   ii the "remitting bank" which is the bank to which the principal has entrusted the operation of collection;

   iii the "collecting bank" which is any bank, other than the remitting bank, involved in processing the collection order;

   iv the "presenting bank" which is the collecting bank making presentation to the drawee.

3. The "drawee" is the one to whom presentation is to be made according to the collection order.

C. All documents sent for collection must be accompanied by a collection order giving complete and precise instructions. Banks are only permitted to act upon the instructions given in such collection order, and in accordance with these Rules.

If any bank cannot, for any reason, comply with the instructions given in the collection order received by it, it must immediately advise the party from whom it received the collection order.

Liabilties and Responsibilities

Article 1

Banks will act in good faith and exercise reasonable care.

Article 2

Banks must verify that the documents received appear to be as listed in the collection order and must immediately advise the party from whom the collection order was received of any documents missing.

Banks have no further obligation to examine the documents.

Article 3

For the purpose of giving effect to the instructions of the principal, the remitting bank will utilise as the collecting bank:

i the collecting bank nominated by the principal, or, in the absence of such nomination,

ii any bank, of its own or another bank's choice, in the country of payment or acceptance, as the case may be.

The documents and the collection order may be sent to the collecting bank directly or through another bank as intermediary.

Banks utilising the services of other banks for the purpose of giving effect to the instructions of the principal do so for account of and at the risk of the latter.

The principal shall be bound by and liable to indemnify the banks against all obligations and responsibilities imposed by foreign laws or usages.

Article 4

Banks concerned with a collection assume no liability or responsibilty for the consequences arising out of delay and/or loss in transit of any messages, letters or documents, or for delay, mutilation or other errors arising in the transmissions of cables, telegrams, telex, or communication by electronic systems or for errors in translation or interpretation of technical terms.

Article 5

Banks concerned with a collection assume no liability or responsibility for consequences arising out of the interruption of their business by Acts of

God, riots, civil commotions, insurrections, wars, or any other causes beyond their control or by strikes or lockouts.

Article 6

Goods should not be dispatched direct to the address of a bank or consigned to a bank without prior agreement on the part of that bank.

In the event of goods being dispatched direct to the address of a bank or consigned to a bank for delivery to a drawee against payment or acceptance or upon other terms without prior agreement on the part of that bank, the bank has no obligation to take delivery of the goods, which remain at the risk and responsibility of the party dispatching the goods.

Presentation

Article 7

Documents are to be presented to the drawee in the form in which they are received, except that remitting and collecting banks are authorized to affix any necessary stamps, at the expense of the principal unless otherwise instructed, and to make any necessary endorsements or place any rubber stamps or other identifying marks or symbols customary to or required for the collection operation.

Article 8

Collection orders should bear the complete address of the drawee or of the domicile at which presentation is to be made. If the address is incomplete or incorrect, the collecting bank may, without obligation and responsibility on its part, endeavour to ascertain the proper address.

Article 9

In the case of documents payable at sight the presenting bank must make presentation for payment without delay.

In the case of documents payable at a tenor other than sight the presenting bank must, where acceptance is called for, make presentation for acceptance without delay, and where payment is called for, make presentation for payment not later than the appropriate maturity date.

Article 10

In respect of a documentary collection including a bill of exchange payable at a future date, the collection order should state whether the commercial documents are to be released to the drawee against acceptance (D/A) or against payment (D/P).

In the absence of such statement, the commercial documents will be released only against payment.

Payment

Article 11

In the case of documents payable in the currency of the country of payment (local currency), the presenting bank must, unless otherwise instructed in the collection order, only release the documents to the drawee against payment in local currency which is immediately available for disposal in the manner spceified in the collection order.

Article 12

In the case of documents payable in a currency other than that of the country of payment (foreign currency), the presening bank must, unless otherwise instructed in the collection order, only release the docments to the drawee against payment in the relative foreign currency which can immediately be remitted in accordance with the instructions given in the collection order.

Article 13

In respect of clean collections partial payments may be accepted if and to the extent to which and on the conditions on which partial payments are authorized by the law in force in the place of payment. The documents will only be released to the drawee when full payment thereof has been received.

In respect of documentary collections partial payments will only be accepted if specifically authorized in the collection order. However, unless otherwise instructed, the pressenting bank will only release the documents to the drawee after full payment has been received.

In all cases partial payments will only be accepted subject to compliance with the provisons of either Article 11 or Article 12 as appropriate.

Partial payment, if accepted, will be dealt with in accordence with the provisioes of Article 14.

Article 14

Amounts collected (less charges and/or disbursements and/or expenses where applicable) must be made available without delay to the bank from which the collection order was received in accordance with the instructions contained in the collection order.

Acceptance

Article 15

The presenting bank is responsible for seeing that the form of the acceptance of a bill of exchange appears to be complete and correct, but is not responsible for the genuineness of any signature or for the authority of any signatory to sign the acceptance.

Promissory Notes, Receipts and Other Similar Instruments

Article 16

The presenting bank is not responsible for the genuineness of any signature or for the authority of any signatory to sign a promissory note, receipt or other similar instrument.

Protest

Article 17

The colletion order should give specific instructions regarding protest (or other legal process in lieu thereof), in the event of non-acceptance or non-payment.

In the absence of such specific instructions the banks concerned with the collection have no obligation to have the documents protested (or subjected to other legal process in lieu thereof) for non-payment or non-acceptance.

Any charges and/or expenses incurred by banks in connection with such protest or other legal process will be for the account of the principal.

Case-of-Need (Principal's Representative) and Protection of Goods

Article 18

If the principal nominates a representative to act as case-of-need in the event of non-acceptance and/or non-payment the collection order should clearly and fully indicate the powers of such case-of-need.

In the absence of such indication banks will not accept any instructions from the case-of-need.

Article 19

Banks have no obligation to take any action in respect of the goods to which a documentary collection relates.

Nevertheless in the case that banks take action for the protection of the goods, whether instructed or not, they assume no liability or responsibility with regard to to the fate and/or condition of the goods and/or for any acts and/or omissions on the part of any third parties entrusted with the custody and/or protection of the goods. However, collecting bank(s) must immediately advise the bank from which the collection order was received of any such action taken.

Any charges and/or expenses incurred by banks in connection with any action for the protection of the goods will be for the account of the principal.

Advice of Fate, etc.

Article 20

Collecting banks are to advise fate in accordance with the following rules.

i Form of advice. All advices or information from the collecting bank to the bank from which the collection order was received, must bear appropriate detail including, in all cases, the latter bank's reference number of the collection order.

ii Method of advice. In the absence of specific instructions, the collecting bank must send all advices to the bank from which the collection order was received by quickest mail but, if the collecting bank considers the matter to be urgent, quicker methods such as cable, telegram, telex or communication by electronic systems, etc. may be used at the expense of the principal.

iii a) Advice of payment. The collecting bank must send without delay advice of payment to the bank from which the collection order was receiveed, detailing the amount or amounts collected, charges and/or disbursements and/or expenses deducted, where appropriate, and method of disposal of the funds.

b) Advice of acceptance. The collecting bank must send without delay advice of acceptance to the bank from which the collection order was received.

c) Advice of non-payment or non-acceptance. The collecting bank must send without delay advice of non-payment or advice of non-acceptance to the bank from which the collection order was received.

The presenting bank should endeavour to ascertain the reasons for such non-payment or non-acceptance and advise adcordingly the bank from which the collection order was received.

On receipt of such advice the remitting bank must, within a reasonable time, give appropriate instrucions as to the further handling of the documents. If such instructions are not received by the presenting bank within 90 days from its advice of non-payment or non-acceptance, the documents may be returned to the bank from which the collection order was received.

Interest, Charges, and Expenses

Article 21

If the collection order includes an instruction to collect interest which is not embodied in the accompanying financial document(s), if any, and the drawee refuses to pay such interest, the presenting bank may deliver the documents against payment or acceptance as the case may be without collecting such interest, unless the collection order expressly states that such interest may not be waived. Where such interest is to be collected the collection order must bear an indication of the rate of interest and the period covered. When payment of interest has been refused the presenting bank must inform the bank from which the collection order was received accordingly.

If the documents include a financial document containing an unconditional and definitive interest clause the interest amount is deemed to form part of the amount of the documents to be collected. Accordingly, the interest amount is payable in addition to the principal amount shown in the financial document and may not be waived unless the collection order so authorizes.

Article 22

If the collection order includes an instruction that collection charges and/or expenses are to be for account of the drawee and the drawee refuses to pay them, the presenting bank may deliver the document(s) against payment or acceptance as the case may be without collecting charges and/or expenses unless the collection order expressly states that such charges and/or expenses may not be waived. When payment of collection charges and/or expenses has been refused the presenting bank must inform the bank from which the collection order was received accordingly. Whenever collection charges and/or expenses are so waived they will be for the account of the principal and may be deducted from the proceeds.

Should a collection order specifically prohibit the waiving of collection charges and/or expenses then neither the remitting nor collecting nor presenting bank shall be responsible for any costs or delays resulting from this prohibition.

Article 23

In all cases where in the express terms of a collection order, or under these Rules, disbursements and/or expenses and/or collection charges are to be borne by the principal, the collecting bank(s) shall be entitled promptly to recover outlays in respect of disbursements and expenses and charges from the bank from which the collection order was received and the remitting bank shall have the right promptly to recover from the principal any amount so paid out by it, together with its own disbursements, expenses and charges, regardless of the fate of the collection.