

# 大宗商品國際貿易操作執行手冊

The Guidebook for Handling the International Commodity Transactions

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# 購買流程

## PURCHASING PROCEDURES

### 目錄

#### Table of Contents

購買流程	2
Purchasing Procedures	2
文件目的	3
流程	3
Process	3
不欺騙及盡職調查	4
Non-Circumvention & Due Diligence	4
第1步－意向書	5
STEP 1 Letter of Intent	5
第2步－軟報價	9
STEP 2 Soft Corporate Offer	9
第3步 不可撤銷的採購訂單及資金證明	9
STEP 3 Irrevocable Corporate Purchase Order and Proof of Funds	9
第4步－責任供貨函	11
STEP 4 Full Corporate Offer	11
第5步 買賣協議及採購訂單	12
STEP 5 Sale and Purchase Agreement and Purchase Order	13
第6步－支付或激活支付工具	13
STEP 6 Payment or Activation of Payment Instrument	13



## 文件目的

### Purpose of Document

本指導文件規定了從美國Nationwide 購買商品的程序。Nationwide 提供本指導文件，以幫助我們的貿易伙伴了解我們的操作流程，以確保成功完成與貿易伙伴之間的交易。本文件中提到的所有文件，Nationwide 可能可應要求向您提供，作為模板供您填寫。

This Guidance Document sets out the procedures when seeking to purchase goods from Natrionwide in USA. Nationwide has provided this guidance document to assist our trading partners in understanding our handling process to ensure the successful completion of transactions between our trading partners. All documents referred to in this document may be made available to you by Nationwide as a template for you to complete should you require.

## 流程

### Process

我們完成任何交易均遵循 11 個步驟。每個步驟均經過仔細考慮，是確保交易成功的必要條件。There are 11 Steps in our process of completing any transaction. Each step has been carefully considered and is necessary to ensure the success of the transaction.

下面簡要介紹這些步驟，更多詳情見本文件進一步規定：

These steps are briefly described below, with greater detail provided further in this document :-

**第 1 步：詢價 ——買方向Nationwide 諮詢商品有貨量及初始報價；**

Step 1 - Enquiry - Purchaser enquires with Nationwide availability and initial quote of goods;

**第 2 步：Nationwide 提供初始參考報價，在之後的意向書和正式報價中可能會有更改；**

Step 2 - Nationwide provides initial indicative quote, subject to change following Letter of Intent and formal quote;

**第 3 步：買方向 Nationwide 提供意向書；**

Step 3 - Letter of Intent supplied by Purchaser to Nationwide ;

**第 4 步：Nationwide 向供應商確認目前市場定價；**



Step 4 – Nationwide confirms current market pricing with supplier;

第 5 步：Nationwide 向買方發出附有接受條款的軟報價；

Step 5 – Soft Corporate Offer is provided by Nationwide to Purchaser with acceptance terms;

第 6 步：買方提供不可撤銷的採購訂單及資金證明；

Step 6 – Irrevocable Corporate Purchase Order and Proof of Funds supplied by the Purchaser;

第 7 步：Nationwide 發出正式報價，供雙方簽署；

Step 7 – Formal Corporate Offer supplied by Nationwide to be signed by both parties;

第 8 步：協商及簽署買賣協議；

Step 8 – Sale and Purchase Agreement to be negotiated and signed;

第 9 步：激活相關支付工具（即跟單信用證）；

Step 9 – Activation of the relevant payment instrument ( i.e. Documentary Letter of Credit ).

第 10 步：交貨至卸貨港并由 SGS 或 CCIC 完成質量檢測；

Step 10 – Goods are delivered to port of discharge and quality testing complete by SGS or CCIC ;

第 11 步：接受跟單信用證文件（銀行與銀行之間完成），貨物運至卸貨港。

Step 11 – Documentary Letter of Credit documents are accepted Bank to Bank and Goods are shipped to Port of Discharge.

請注意，若各方希望加快流程，可以合并一個或多個初始步驟。唯一一個必須始終遵守的步驟是資金證明。

Please note, one or more of the initial steps may be combined if the parties wish to move quickly. The only step that must always be observed is the proof of funds.

## 不欺騙及盡職調查

## Non-Circumvention & Due Diligence

各方將簽訂相互不欺騙及不泄密協議（“NCND”）。我方將在任何談判開始前向貴方提供本文件副本。在本流程中，我們將按照交易的合理需要進行信息交換。所有信息均保密，并受 NCNDA 保護。



All parties will enter into a Mutual Non-Circumvention and Non-Disclosure Agreement ( NCNDA ), we will provide you with a copy of this document prior to the commencement of any negotiations. During this process we will exchange information reasonably required for the purposes of the transaction. All information is kept confidential and is protected under the NCNDA.

## 第 1 步 – 意向書

### STEP 1 – Letter of Intent

所有商品買方均須向我們發送購買意向書( “ LOI ” )。該文件必須有最終買方公司的信頭、地址、電話和電郵聯系方式，並應由最終買方的董事簽字和（或）蓋章。若貴方是中介方，應該在 LOI 中指明。

All purchasers of commodities are required to send us a Letter of Intent ( “ LOI ” ). This document must be on the End-buyer’s company letterhead with the full office address, tel. No and e-mail address, and should be signed and/or sealed by the End-buyer’s directors. If you are brokering the deal, you should be identified within the LOI.

LOI 將指明貴方求購商品類型，並可能概述商品供應規格或要求。這可能包括：商品類型、規格、重量、數量、目標定價、包裝、標籤、商品原產地、運輸方式、保險、支付條款、擔保、交付或其他輔助要求或服務。

The LOI is a document that describes the type of commodity that you are seeking and may outline specifications or requirements for the supply of those commodities. This may includes; the type of good, specifications, weight, volume, target pricing, packaging, labelling, origin of commodity, shipping methods, insurances, payment terms, securities, delivery, or other ancillary requirements or services.

根據 LOI，貴方需要提供貴方的金融機構或銀行詳情，及銀行經理的聯系方式。在將 LOI 提交給 Nationwide 之前，貴方應該通知貴方銀行經理 LOI 的存在及其意圖。

Under the LOI you will be required to provide your financial institution or banking details, along with your banking manager’s contact details. You should notify your banking manager of the LOI and its intent prior to submitting this to Natonwide .

試訂單、合同期限及訂單頻率

Trial Orders, Contract Duration and Frequency of Orders

為使貴方交易獲得最佳條款，我們建議貴方定下至少以 12 個月為期的訂單。貴方可以選擇試訂單，試訂單成功完成後將自動開始 12 月期訂單。一般來說，貴方可以選擇讓貨物按月或按其他時間頻率交付。一般都會有最低訂單數量要求，以保證合同的價值和數量。



In order to secure the best terms for your deal, we recommend looking to secure a minimum 12-month order. You may elect for a trial order, and with your 12-month order automatically commencing on successful completion of the trial. Generally, you may elect to have the Goods delivered monthly or in other intervals. Minimum Order Quantities are generally put in place to guarantee the value and volume of the contract.

## 目標定價

### Target Pricing

建議貴方為每種商品指定實際及市場目標價格，這將有助於我們了解貴方意向。定價通常基于貨物的數量、質量和來源。通常，交易量越大，合同期越長，價格就越優惠。

It is recommended that you indicate a realistic and market rated target price for each Good. This will assist us in understanding your interests. The pricing is generally based on volume, quality and origin of Goods. Generally, the greater the volume and the longer the contract the better the price will be.

在本部分中，貴方應指明定價基礎，即以下方式之一：

In this section, you should identify the basis of your pricing, being one of the following:

a. 出廠價（“EXW”）－這是賣方義務最少的選項。定價基于制造商制備貨物成品，買方負責所有運輸、保險、出口和進口清關工作，全部由買方安排；

**a. Ex-Works (“EXW”)** – this term represents the Seller’s minim obligation, and pricing is based off the completed Goods being ready from the manufacturer with the Buyer carrying out all tasks of freight, insurance, export and import clearance all to be arranged by the Buyer ;

a. 貨交承運人（“FCA ”）－賣方將貨物運至指定地點且已完成出口清關，然後交予買方指定的承運人。賣方負責承擔至指定地點的運費；

**a. Free Carrier (“FCA ”)** – this means that the Seller delivers the Goods, cleared for export, to the carrier nominated by the Buyer at the named place. The Seller pays for carriage to the named place;

a. 離岸價（“FOB”）－賣方通過鐵路服務將貨物運至指定出發口岸。買方必須承擔貨物從此以後的所有開支和風險。賣方必須負責貨物的出口清關。此項僅用于海運。若雙方不打算通過鐵路服務交付貨物，則應使用FCA ；

**a. Free on Board ( “ FOB ”)** - this means that the Seller delivers the Goods past the rail service at the named Port of Departure. This means that the Buyer has to bear all costs and risk to the Goods from that point. The Seller must clear the goods for export. This term can only be used for sea transport. If the parties do not intend to deliver the Goods across the rail service, then FCA term should be used;

a. 到岸價（“CIF ”）－賣方通過鐵路服務將貨物交付至出發口岸。賣方必須支付將貨物運至出發



口岸所必需的成本和運費。所有權、滅失損壞風險，以及交貨後發生事件導致的任何額外費用（清關時發生），均轉移給買方，由買方負責。賣方還必須購買海上保險，以保護買方免受運輸過程貨物滅失損壞風險的影響。賣方必須負責貨物的出口清關。此項僅用于海運。

a. **Cost, Insurance and Freight ( " CIF " )** :- this means the Seller delivers the Goods past the rail service at the Port of Departure. The Seller must pay the cost and freight necessary to bring goods to the Port of Departure. Title, risk of loss and damage, as well as any additional costs due to events occurring after the time of delivery, which occurs when the Goods are cleared by customs, pass to the Buyer. The Seller must also procure marine insurance against the Buyer's risk of loss and damage during the carriage. The Seller must clear the Goods for export. This term is only used for sea transport.

## 支付條款

### Payment Terms

支付條款根據交易類型而有所不同，并且始終由制造商規管。一般來說，我們會使用信用證（“ LC ”）或跟单信用證（“ DLC ”）。在一些受限的情況下，我們會接受備用信用證（“ SBLC ”）或資金第三方托管協議的安排。但是，我們傾向于接收可分割和可轉讓的 LC 和 DLC。

Payment terms vary depending on the type of deal that is offered and is always governed by the manufacturer. Generally, we look to use Letters of Credit ( " LC " ) or a Documentary Letter of Credit ( " DLC " ) In some limited circumstances we will accept a Standby Letter of Credit ( " SBLC " ) or an Escrow arrangement. However, it is preferred that we receive divisible and transferable LCs and DLCs.

若我們與貨物生產商建立了牢固的關係，我們會建議考慮使用電匯（“ TT ”）付款或電子轉賬（“ EFT ”）。建議僅在買方獲得最大舒適性和安全性的情況下使用這一方式，并且通常僅出現在長期貿易關係中。

If we have established a strong relationship with the manufacturer of the Goods, we would recommend considering a Telegraphic Transfer ( " TT " ) payment or Electronic Funds Transfer ( " EFT " ). This will only be suggested in circumstances where the greatest level of comfort and security is offered to the Buyer, and generally only exists when there is an established trade history.

## 交貨、貨運代理和運輸

### Delivery, Freight Forwarding and Shipping

貴方將需提供產品交貨地點詳細信息，通常是到貨口岸，但在某些情況下也可能是保稅倉庫，貴方亦可能會安排貨物提取。信息中應包括具體的交貨地址及其他詳細信息。

You will be required to provide details on where you want the product delivered to, which will generally be the Port of Arrival for the Goods. However, in some circumstances this may be a bonded warehouse or you may arrange for collection of the goods. Details on the delivery address and other relevant particulars



should be included.

## 第 2 步 – 初步軟報價

### STEP 2 - Soft Corporate Offer

軟報價（“SCO”）將簡要說明與貴方 LOI 直接相關的我方報價。通常，我們會盡最大努力達到貴方 LOI 中所述目標、規格和要求，但不能對此作出保證。

The Soft Corporate Offer (“SCO”) is a document which will describe our offer in brief terms that relate directly to your LOI. Generally, we use our best endeavours to meet the targets, specifications and requirements as set out in your LOI. However, this is not guaranteed.

在許多情況下，我們的 SCO 會在細節上略有不同。我們會建議貴方仔細考慮每項內容，以確保貴方仍可接受，且其在貴方求購範圍內。我們還需要滿足 SCO 中指明的制造商要求，這一點也需貴方注意。

In many circumstances, our SCO will have slightly varied details, and you will be encouraged to consider each item carefully to ensure that you can still accept such an offer and that it is within the scope of what you are seeking. It is important to note that we are subject to the requirements reflected in the Manufacturer's SCO.

SCO 有兩個主要功能，首先是提出貴方在 LOI 中指明貨物的價格，其次是確定貴方擬訂貨物的配貨和描述。

The SCO has two primary functions, which are firstly, to identify the price of the Goods that you identified in your LOI, and secondly, that the allocation and description of those Goods are secured for your order.

我方還將提供銀行詳情，以便進行第 3 步的銀行與銀行之間進行溝通。

Our bank details will also be provided, for the purposes of bank-to-bank communication for Step 3.

## 第 3 步 – 不可撤銷的採購訂單及資金證明

### STEP 3 - Irrevocable Corporate Purchase Order ( ICPO ) and Proof of Funds ( POF )

一旦貴方審核并接受了我方 SCO，貴方將需填寫不可撤銷的採購訂單（“ICPO”）。這是一份由 Nationwide 準備的正式文件，貴方可以簽署并送返我方。該文件是本流程非常重要的組成部分。



ICPO 不是合同，亦不具有法律約束力，但能够讓我們清楚了解貴方為該訂單締結合同的誠意。該文件將與 SCO 內容相似。

Once you have reviewed and accepted our SCO, you will then be required to complete an Irrevocable Corporate Purchase Order ( " ICPO " ). This a formal document that will be prepared by Nationwide which you may sign and return to us. This document forms a very important part of the process. The ICPO is not a contract and is not legally binding, but provides us with a clear indication of your commitment to enter into contractual relations for the purpose of the order. It will have similar details that were outlined in the SCO.

鑒于貴方已通過 SCO 收到定價，當貴方將簽署過的 ICPO 發回 Nationwide 時，其必須與資金證明（ “ POF ” ）一起發送。POF 是來自金融機構的證明文件，可以證明貴方為訂單提供資金的能力。通常，我方需要 POF 覆蓋合同的全部價值。但在某些情況下，我們可能僅要求其為任何試訂單的金額（按報價價值的 2 倍計算），或相當于一份 12 月期合同總價值中的 3 個月價值。我們將聯系任何 POF 上指明的人員，以確認其真實性。POF 至開出日起不應超過 90 天，且對相關交易必須仍然有效且適用。它還必須載明 LOI 中指明的產品。

Now that you have received pricing under our SCO, when you send your signed ICPO back to Nationwide , it must be sent with Proof of Funds ( " POF " ). POF is evidence from a financial institution that can demonstrate your ability to fund the order. Generally, we would seek POF for the full value of the contract. However, in some circumstances we may only ask for the amount of any trial order at 2X the quoted value, or the equivalent of 3 months of the total value of a 12- month contract. We will contact the person identified on any POF, to confirm its authenticity. The POF must not be older than 90 days, and must still be valid and open for the relevant deal. It must also specify the products identified in your LOI.

對於該特定商品， POF 必須採用 “ 準備、願意且有能力 ” （ RWA ）或銀行” 安慰函” MT799（ “ BCL ” ）的形式。RWA 或 BCL 必須來自授權存款機構（銀行），最低標普評級為 AA- 長期和 A-+ 短期/A1 銀行。我們傾向于收到以 Nationwide 為受益人的 LC、DLC 或 SBLC，以確認資金有保障。但是，我方也可接受 RWA 或 BCL。

POF must be in the form of a “ Ready, Able and Willing ” ( " RWA " ) and or “ Bank Comfort Letter ” ( " BCL " ) , MT799 “ RWA ” or “ BCL ” for the specific commodity. The RWA or BCL must be from an authorised deposit-taking institution ( Bank ) with a minimum Standard & Poors rating of AA- long term and A-+ short term rating/A1 Bank. Preferably, we would like to receive an LC, DLC, or SBLC in favour of **Nationwide** , to confirm the funds are secured. However, an RWA or BCL is acceptable.

POF 對任何交易而言均為非常重要的組成部分。若我方沒有收到 POF，我方可能無法繼續辦理貴方訂單。

POF is an extremely important component of any transaction. If we do not receive POF, we may not be able to continue with your order.

POF 之所以如此重要，是因為每次供應商或生產工廠提供報價、確保配貨及參與這一流程，均需付



出成本。在許多情況下，供應商收到的詢價祇有少數是有真實購買意向的。爲了讓供應商或制造商將此詢價按真實詢價處理，他們要求提供 POF。沒有 POF 的話，落實貴方訂單則將變得十分困難，甚至無法做到。POF 讓我們能夠根據貴方 ICPO 中所列條款落實貴方訂單。

The reason POF is so important is because each time a supplier or manufacturer produces a quote, secures allocation and engages in this process, they incur costs. In many cases, only a small amount of those enquiries suppliers receive are legitimate. In order for a supplier or manufacturer to consider an opportunity as genuine, they require that POF is made available. Without POF it becomes extremely difficult or impossible to secure your order. The POF allows us to secure your order under the terms that are outlined in your ICPO.

## 第 4 步 – 公司責任供貨函

### STEP 4 - Full Corporate Offer ( FCO )

當我們收到貴方的 ICPO 與 POF 時，我們將開始落實並完成爲貴方訂單的配貨和供貨。這可能涉及我們爲貴方提供有限制的盡職調查文件。制造商各不相同，由于機密性、貿易法、金融法、隱私法及其政策和程序，其能夠提供的文件可能會受到限制。

When we receive your ICPO and POF, we will then seek to secure and finalise your allocation and product availability . This may involve us providing you limited due diligence documentation. Each manufacturer is different, and they may be limited in what documentation they can provide due to confidentiality, trade law, finance law, privacy laws and their policies and procedures.

我們將爲貴方提供所有相關信息或授權、商業登記、銀行信息以及過往交易或獨立驗證的有限證據。

We will provide you with all relevant information or authorisations, business registrations, bank information, and limited evidence on trading history or independent verification.

然後，我們將向貴方提供具有約束力的公司責任供貨函（ “ FCO ” ），其中將詳列交易範圍，且將以正式協議爲準。但是，每一方均需簽署 FCO，在簽署正式協議之前，這將作爲一份附屬合同。

We will then supply you with a binding Formal Company Offer( “FCO” ), which is a document that outlines in detail the scope of the engagement, and it will be subject to formal agreement. However, each party will be required to sign the FCO, and this will act as a collateral contract until formal agreements are signed.



## 第5步 - 買賣協議及採購訂單

### STEP 5 - Sales and Purchase Agreement and Purchase Order

當我們提供 FCO 和相關盡職調查材料時，我們將向貴方提供買賣協議（“SPA”）草案及採購訂單（“PO”）。SPA 將作為主協議，規管決定我們就任何商品進行的任何交易。PO 將特定用于貴方的特定交易，並受 SPA 規管。這些文件必須經雙方誠意協商。

When we supply the FCO and relevant due diligence materials, we will provide you with a draft **Sale and Purchase Agreement** (“SPA”) and a Purchase Order (“PO”). The SPA will act as a Master Agreement, whereby it will govern any and all transactions that we engage in for any and all commodities. The PO, will be specific to your particular transaction and it is governed by the SPA. These documents must be negotiated between the parties in good faith.

一旦在原則上達成 SPA 和 PO 的一致意見，Nationwide 將制作文件終版，每一方均需簽署。電子副本可以通過電子郵件進行交換，並且每一方均需通過掛號郵寄向另一方發送一份副本。

Once the SPA and the PO have been agreed in principal, Nationwide will finalise the documents, and each party will be required to sign the documents. Electronic copies may be exchanged via email, and each party will be required to send one copy to the other party via registered mail.

在交換已簽署的電子副本後，Nationwide 將根據 SPA 條款條件向買方發出發票。

On exchange of the signed electronic copies, Nationwide will then issue an Invoice to the Buyer under the terms and conditions of the SPA.

## 第6步 - 支付或激活支付工具

### STEP 6 - Payment or Activation of Payment Instrument

收到發票後，貴方必須按發票付款或激活付款方式。SPA 將規定對發票付款的方式，可能是直接 TT 或 EFT 付款，也可能是要求貴方激活 LC、DLC 或 SBLC。

On receipt of the Invoice you must make payment in accordance with that invoice or activate the payment instrument. The SPA will determine how invoices will be paid, whether it is a direct TT or EFT payment, or if it requires you to activate a LC, DLC, or SBLC.

若需定金與餘額分期支付，發票將詳細說明付款結構。這其中包括托管安排。

Invoices will detail the structure of payments if deposits and balance amounts are to be paid at certain intervals. This include escrow arrangements.



LC、DLC 和 SBLC 等支付工具必須得到激活并進行銀行間確認。草案必須在支付工具開立之前由雙方商定。

Payment instruments like LCs, DLCs, and SBLCs must be activated and confirmed on bank-to- bank basis . Draft versions must be agreed between the parties prior to them being open.

DLC 必須有詳細信息，以確保付款能夠按期完成，從而確保相關金融機構不會出現延誤或停滯情況。

DLCs must be detailed in a way to ensure that payment will be completed when intended, to ensure that there are no delays or blockages by the relevant financial institutions.

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