

ABSTRACT

EXPORTEK LIABILITY ON EXPORT-IMPORT TRANSACTION BY LETTER OF CREDIT (L/C) AS A PAYMENT.

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Letter of Credit (L/C) is the one of payment in international trading transaction, in the practice L/C submit in Uniform Customs and Practice for Documentary Credits (UCP DC), 1993 Revision, International Chamber of Commerce (ICC) Publication No.500, abbreviated UCP. In UCP requirement, just only regulate about implementation of document. In Indonesia legal foundation that regulate about L/C that is Government Regulation No. 1 of 1982 and Government Regulation No. 24 of 1985, however that regulation functioned as implementation regulation on government regulation that international have not also regulate in detail about L/C. Bank Indonesia Handbill No. 26/34/ULN, only give option to establish L/C issued to submit or not to UCP.

L/C is the most safe medium of exchange, because in the L/C has the principle of "promise payment", its mean that Issuing Bank have bound itself to make a payment to the exporter, provided that the term and condition of the L/C are complied with. (article 2 of UCP)

In the reality, the payment through the L/C have weakness that importer do not get the guarantee that the commodity which have been ordered with the certain price was its actually shipped. (article 4 of UCP)

L/C is standard contract which admitted internationally, however in the case of existence of banking interest or national interest a state have intended dissimilar, so the standard contract can digressed to adjusted with that national interest without requiring approval from ICC, Paris.

L/C, by their nature, are separate transactions from the other contract, although the base of issued of that L/C is from Sales Contract. According to UCP, L/C paid if the documents that submitted according to which qualified in L/C, detached from realization of sales contract which experiencing of the break a promise or not.

UCP which regulate about L/C does not included the rule of legal optional, in occurring of dispute especially about the problems which not regulated in UCP, must be there is national law, so the judge have establish the national law which admitted on the L/C based on theory of international civil law. In the case of break a promise from exporter party when shipped its commodity inappropriate with which ordered, so the importer could indict claim appropriate with article of 1267 BW. And in the case of existence of the legal optional, so the claim can carried out by through the forum in the form of general court or arbitration.

Keyword: exporter liability, sales contract, L/C, documents, independent.