

BAB III

PENUTUP

A. KESIMPULAN

1. Proses pembayaran berdasarkan *Letter of Credit* setelah berlakunya UCP 600 yaitu ukuran yang dapat dijadikan pedoman suatu bank untuk membayar dokumen Impor, sepanjang dokumen yang diterima sudah sesuai dengan syarat L/C (*compliedwith*) tanpa melihat ketersediaan dana importir karena setoran nasabah belum cukup maka bank tetap wajib membayar. Apabila bank tidak segera membayar, dapat menurunkan kredibilitas bank dimata dunia perbankan internasional dan untuk menjaga kepercayaan terhadap L/C berikutnya yang diterbitkan dikemudian hari.
2. Upaya yang dilakukan oleh Bank terhadap penyimpangan (*discrepancy*) dalam pemeriksaan dokumen bilamana eksportir dan importir tidak dapat memenuhi ketentuan UCP 600 yaitu dokumen yang sering mengakibatkan *discrepancy* mempunyai karakteristik yang berbeda dan kesalahan tersebut bisa terjadi atas dokumen yang diterbitkan oleh nasabah itu sendiri atau dokumen yang diterbitkan oleh pihak ketiga. Untuk dokumen yang dibuat oleh eksportir bisa dikoreksi sehingga dokumen yang diserahkan menjadi *compliedwith*. Untuk dokumen dari pihak ketiga harus diserahkan kembali ke instansi yang menerbitkan dokumen tersebut, karena hal ini bisa mengakibatkan keterlambatan presentasi ke bank. Dokumen yang menyimpang dari syarat L/C yang *uncorrectable* maka dokumen tersebut

tidak bisa dibayarkan oleh *Negotiating Bank* dan pembayaran kepada eksportir menunggu pembayaran efektif dari *Issuing Bank*

B. SARAN

1. Proses pembayaran berdasarkan *Letter of Credit* setelah berlakunya UCP 600 yaitu sistem pembayaran dengan L/C merupakan cara yang paling aman bagi eksportir untuk memperoleh hasil penjualan barangnya dari importir asalkan eksportir dapat menyerahkan dokumen-dokumen sesuai yang disyaratkan dalam L/C. Demikian jika barang sudah dikirimkan dan belum dibayar, maka eksportir tidak memiliki barang ataupun uang, sehingga akan merugikan bagi eksportir terutama pada proses produksi selanjutnya. Tetapi dapat dimungkinkan dilakukan dengan penerimaan menarik pembayaran L/C dimuka sebelum dilakukan pengiriman barang. Dengan adanya asas kebebasan berkontrak, maka diharapkan eksportir dan importir bebas untuk menentukannya didalam perjanjian (*sales contract*), sehingga dengan adanya hal tersebut maka para pihak dapat menghindari adanya kesalahan pahaman interpretasi di karenakan perbedaan bahasa dan peraturan dari masing-masing pihak.
2. Upaya atau langkah yang ditempuh oleh bank apabila menerima dokumen yang menyimpang (*discrepancy*) yaitu melakukan pembinaan terhadap nasabah yang bersangkutan dengan memberikan penjelasan yang diperlukan sehingga dikemudian hari apabila nasabah menerima syarat L/C yang sejenis, diharapkan kesalahan yang sama tidak akan terjadi. Dan disarankan kepada eksportir untuk mendesak kepada importir agar

menyetujui *discrepancy* yang ada, yang diajukan oleh *Issuing Bank* dan menginstruksikan *Issuing Bank* untuk segera membayar kepada *Negotiating Bank* yang akhirnya akan dibayarkan kepada eksportir.



DAFTAR PUSTAKA

Amir MS, *Kontrak Dokumen Ekspor*, PT Pustaka Binaman Pressindo, Jakarta, Pertama, 1999.

_____, *Letter Of Credit Dalam Tujuan Ekspor Impor*, PPM, Jakarta, 2001.

Emmy Pangaribuan Sister, *Pembukaan Kredit Berdokumen*, Seksi Hukum Dagang FH UGM, Yogyakarta, 1979.

Gunawan Widjaya dan Ahmad Yani, *Transaksi Bisnis Internasional Ekspor Impor dan Imbal Beli*, Rajawali Pers, Jakarta, 2001.

Jainal Asihin, *Pokok-pokok Hukum Perbankan di Indonesia*, Raja Grafindo Persada, Jakarta, 1997.

Ramlan Ginting, *L/C Tinjauan Aspek Hukum dan Bisnis*, Salemba Empat, Jakarta.

Roselyin Hutabarat, *Transaksi Ekspor Impor Edisi 2*, Erlangga, Jakarta, 1992

Peraturan Perundang-undangan :

Kitab Undang-undang Hukum Perdata

Undang-Undang Nomor 24 Tahun 1999 tentang Lalu Lintas Devisa dan Sistem Nilai Tukar

Peraturan Pemerintah Nomor 1 tahun 1982 tentang Pelaksanaan Ekspor Impor dan Lalu Lintas Devisa

Uniform Custom and Practice for Documentary Credit, 1993 Revision, ICC
Publication Nomor 500 (UCP 500)

Uniform Custom and Practice for Documentary Credit, 2007 Revision, ICC
Publication Nomor 600 (UCP 600)

LAMPIRAN



PT Bank Mandiri (Persero) Tbk.
 Bills Processing Center - Semarang
 Jl. Mpu Tantular No. 19
 Semarang 50137
 Indonesia

**SCHEDULE OF
 REMITTANCE**

Always quote our ref. No.
ME77242121143001

Telp. (024) 35850305832, Fax. (024) 3585829
 Tlx. 22034
 Swift Code BMMIDJAA604

Remarks:

Refer our swift reimbursement copy
 We have reimbursed ourselves on
 Mainland Bank
 Reimbursement will be effected after receipt
 your authorization.

Date: 12/12/2007
 Mail to:
LAND BANK OF TAIWAN
434, TA YUNG RD., KAOHSIUNG,
TAIWAN

Reimbursing Bank:

Beneficiary:
P.T SINAR
Jl. GAJAH MADA NO 9, SEMARANG
INDONESIA

Applicant:
FOREST BUILDING MATERIALS CO., LTD.
NO.8-3, YONG FU STREET, KAOHSIUNG
CITY, TAIWAN, R.O.C.

L/C No.: **7AXXK2/K0467/038**

Dated: **30/10/2007**

Tenor: **At Sight**
 Invoice No.: **205A EXP001/07**

- We certify that all charges of advising bank have been paid
- We certify that the amount of draft has been authorized on the reverse of the L/C
- In case of non payment please inform us by swift/cable stating reason

Amount Claimed
USD 18.573,23

Documents Attached:

Type of Documents	1st	2nd
Draft	2	X
Invoice	6	X
B/L	3/3	X
Packing List	3	X
Cert. of Origin	X	X
Beneficiary Certif.	X	X

Disposal instruction:
 We certify that all the terms and conditions of the credit have been complied with
 We certify that charges of L/C advising bank have been paid.

Please remit the proceeds to our HO Jakarta account No. **82980087**
 with **PT BANK MANDIRI (PERSERO) Tbk.** under advice to us.

#This Presentation is Subject to the Uniform Customs and Practices for Documentary Credit (2007 Revision), ICC Publ. No. 600 #

For and On Behalf of
PT Bank Mandiri (Persero) Tbk
Bills Processing Center - Semarang

[Handwritten Signature]
 #001

Authorized Signature

3/R Signat. 1

Normal
MESSAGE HEADER

OUTPUT : PIN 700 7AXXK2/00467/038

LBOTTWTP033 LT : A

LAND BANK OF TAIWAN
(KAOHSIUNG BRANCH)

KAOHSIUNG
TW
TAIWAN



BE111DQXXX LT : X

BANK MANDIRI (PERSEERO), PT.
(HEAD OFFICE)
12190 JAKARTA
JAKARTA
ID
INDONESIA

Message Text

Sequence of Total
/1

Form of Documentary Credit
IRREVOCABLE

Documentary Credit Number
AXXK2/00467/038

Date of Issue
7/10/07

Applicable Rules
UCP LATEST VERSION

Date and Place of Expiry
7/22/07 IN INDONESIA

Applicant
FOREST BUILDING MATERIALS CO., LTD.
NO. 3-3, YONG FU STREET, KAOHSIUNG
CITY, TAIWAN, R.O.C.

Beneficiary - Name & Address
PT. SINAR
JL. GADAH MADA NO 9,
INDONESIA

Currency Code, Amount
Currency : USD (US DOLLAR)
Amount : #10,000.00

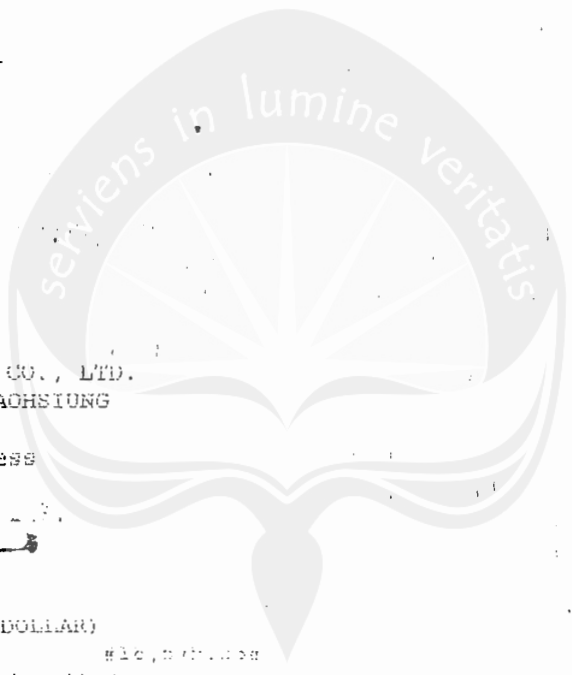
Available With... By... - Name of Bank
ANY BANK
BY NEGOTIATION

Drafts at...
AT SIGHT

Drawee - Name & Address
LAND BANK OF TAIWAN, KAOHSIUNG BR.
Partial Shipments
ALLOWED

Transshipment
ALLOWED

Port of Loading/Airport of Dep.



HAC 1 →

ADONSIAN PORT

Port of Discharge/Airport of Dest
KAOSHIUNG, TAIWAN

Latest Date of Shipment
071210

Description of Goods &/or Services
CFR KAOSHIUNG, TAIWAN

BAKE COKE
Q'TY:122.3586MS
AT USD151.8098/M3

Documents Required

- +SIGNED COMMERCIAL INVOICE IN 6 COPIES INDICATING THIS CREDIT NO.
- +FULL SET OF CLEAN ON BOARD MARINE BILLS OF LADING MADE OUT TO THE ORDER OF LAND BANK OF TAIWAN NOTIFY APPLICANT. MARKED 'FREIGHT PREPAID' AND INDICATING THIS L/C NO.
- +PACKING LIST IN 3 COPIES.

Additional Conditions

- +A DISCREPANCY HANDLING FEE USD50.00 AND RELATIVE CABLE COST WILL BE DEDUCTED FROM EACH DRAWING, IF DISCREPANCIES ACCEPTED.
- +THE NEGOTIATING BANK MUST CERTIFY ON THEIR COVERING LETTER THAT CHARGES OF L/C ADVISING BANK HAVE BEEN PAID.
- +ALL DOCS. MUST BE ISSUED IN ENGLISH.
- +DOCS. MUST BE PRESENTED FOR NEGOTIATION WITHIN 10 DAYS AFTER DATE OF SHIPMENT BUT WITHIN THE VALIDITY OF THIS CREDIT.
- +SHOULD ANY TERMS OR CONDITIONS STIPULATED IN THIS CREDIT BE CONTRADICTORY TO OR INCONSISTENT WITH THAT OF UCP600, THE RELATIVE UCP600 PROVISION(S) IS/ARE DEEMED EXPRESSLY MODIFIED AND/OR EXCLUDED.

Charges

ALL BANKING CHARGES OUTSIDE TAIWAN, INCLUDING L/C UNUTILIZED CHARGES ARE FOR BENEFICIARY'S ACCOUNT

Confirmation Instructions

WITHOUT

Instr to Payg/accptg/Negotg Bank

ON RECEIPT OF DOCS. CONFORMING TO THE TERMS AND CONDITIONS OF THIS CREDIT, WE WILL REMIT PROCEEDS TO THE NEGOTIATING BANK IN ACCORDANCE WITH THEIR INSTRUCTIONS BY T/T LESS CABLE COST. NEGOTIATING BANK MUST FORWARD TO US ALL DOCS. AS STATED IN THIS CREDIT BY COURIER SERVICE IN ONE COVER (ADDRESS: 131, TA YUNG RD., KAOSHIUNG, TAIWAN).

Advise Through Bank -NARASAUDI
UK BR. AT JL PAHLAWAN NOS SEMARANG
SWIFT CODE:BE1110JA654

5:

6E/CE41E85F51

HAL. 2

Shipper:

TEL: 62-293-598824
PT. SINAR
JL. GAJAH MADA NO. 9, SEMARANG
INDONESIA



Carrier's Reference: B/L-No.: 24161000 HLCUSRG071210898 Page: 2 / 2

Export References:

Consignee (not negotiable unless consigned to order):

TO THE ORDER OF:
LAND BANK OF TAIWAN

Forwarding Agent:

Notify Address (Carrier not responsible for failure to notify: see clause 20 (1) hereof):

FOREST BUILDING MATERIALS CO., LTD.
NO. 8-3, YONG FU STREET,
KAOHSIUNG CITY, TAIWAN R.O.C.

Consignee's Reference:

Place of Receipt:
SEMARANG INDONESIAN PORT

Vessel(s):
VN SAPHIRE

Voyage-No.:
074N

Place of Delivery:
KAOHSIUNG, TAIWAN

Port of Loading:
SEMARANG INDONESIAN PORT

Port of Discharge:
KAOHSIUNG, TAIWAN

Container Nos., Seal Nos., Marks and Nos. Number and Kind of Packages, Description of Goods Gross Weight Measurement
2 CONT. 40' X 9' 6' HIGH CUBE CONT. SLAC*

CONT & SEAL NO: 3000 PCS OF BARE CORE GW: 39598.00 KGS
CAXU 9707256/HL 00144418 L/C NO: 7AXXK2/00467/038 NW: 39154.00 KGS
AMFU 8585805/HL 00144419 DATE OF ISSUE: OCTOBER 30, 2007 MEAS: 122.3586 M3
ISSUING BANK: LAND BANK OF TAIWAN
(KAOHSIUNG BRANCH) KAOHSIUNG TW TAIWAN
CFR KAOHSIUNG, TAIWAN

*SLAC = SHIPPER'S LOAD, STOW, WEIGHT AND COUNT
FREIGHT PREPAID
SHIPPED ON BOARD DATE 10 DEC 2007 FOR THE CARRIER
BY VN.SAPHIRE V.074N AT SEMARANG INDONESIAN PORT

ORIGINAL

Shipper's declared Value [see clause 7(2) and 7(3)]

Total No. of Containers received by the Carrier 2 Packages received by the Carrier

Incoterms: FCL/FCL Currency:

Charge Rate Basis Wt/Vol/Val P/C Amount

Above Particulars as declared by Shipper. Without responsibility or warranty as to correctness by Carrier [see clause 11]

RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of Containers or other packages or units indicated in the box opposite entitled "Total No. of Containers/Packages received by the Carrier for Carriage" subject to all the terms and conditions hereof (INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE HEREOF AND THE TERMS AND CONDITIONS ON THE CARRIER'S T&Cs) on the Place of Receipt or the Port of Loading, whichever is applicable, and the total weight or measurement, whichever is applicable. One original Bill of Lading, if used, must be presented to the Merchant to the Carrier in exchange for the Goods. The Merchant, in accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

IN WITNESS WHEREOF the number of original Bills of Lading stated below all of this tenor and date has been signed, one of which being accomplished the others to stand void.

Place of Issue: SEMARANG Date: 10/DEC/2007

Freight payable at: Number ONE OF THREE

Total Freight Prepaid Total Freight Collect Total Freight

FOR ABOVE NAMED CARRIER
PT. SAMUDERA INDONESIA TBK (AS AGENT)

TEL : 62-293-598824

PT. SINAR

JL. Gajah Mada No. 9

Indonesia

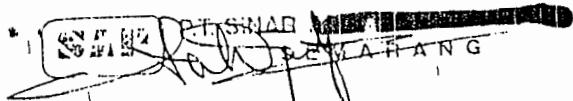
COPY

PACKING LIST

Shipper / Exporter / Beneficiary TEL : 62-293-598824 PT. SINAR AMARIL FACTORY LTD. JL. GAJAH MADA NO 9, SEMARANG INDONESIA		Invoice No. 20/SA-EXP/XII/07	Date of Invoice December 7, 2007
Notify Party / Applicant FOREST BUILDING MATERIALS CO., LTD. NO. 8-3, YONG-FU STREET, KAOHSIUNG CITY, TAIWAN, R.O.C.		L/C No. 7AXXK2/00467/038	Date of L/C October 30, 2007
		L/C Issuing Bank LAND BANK OF TAIWAN (KAOHSIUNG BRANCH) KAOHSIUNG TW TAIWAN	
		Containers: 2 CONT.	
Port of loading SEMARANG INDONESIAN PORT	Final Destination KAOHSIUNG, TAIWAN	Description Of Goods BARE CORE	
Vessel Name VN SAPPHIRE V 074N	Sailing on board December 10, 2007		

	Size (MM)			Total Pcs	Ttl Vol (M3)	G.W (Kg)	N.W (Kg)
	13	1,260	2,490	1,500	61.1793	19,799	19,577
	13	1,260	2,490	1,500	61.1793	19,799	19,577
TOTAL				3,000	122.3586	39,598	39,154

PT.SINAR AMARIL FACTORY LTD.


 (WIJAYA SUPRIATNO)

TEL : 62-293-598824

PT. SINAR ~~AMARIL FACTORY LTD~~

L. Gajah Mada No. 9

~~Semarang~~ - Indonesia

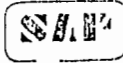
INVOICE

COPY

Shipper / Exporter / Beneficiary TEL : 62-293-598824 PT. SINAR AMARIL FACTORY LTD L. GAJAH MADA NO 9, Semarang INDONESIA		Invoice No. 20/SA-EXP/XII/07	Date of Invoice December 7, 2007	
Buyer Party / Applicant FOREST BUILDING MATERIALS CO., LTD. NO. 8-3, YONG-FU STREET, KAOHSIUNG CITY, TAIWAN, R.O.C.		L/C No. 7AXXK2/00467/038	Date of L/C October 30, 2007	
		Port of Loading SEMARANG INDONESIAN PORT	L/C Issuing Bank LAND BANK OF TAIWAN (KAOHSIUNG BRANCH) KAOHSIUNG TW TAIWAN	
		Vessel Name VN SAPPHIRE V 074N	Final Destination KAOHSIUNG, TAIWAN	
Ttl Qty (Pcs)	Volume (M3)	Description of Goods	Price / M3	Total
3,000	122.3586	BARE CORE	USD. 151,8098	USD. 18,575.23
TOTAL	3,000	TOTAL CFR KAOHSIUNG, TAIWAN	USD	18,575.23

Say : US DOLLARS EIGHTEEN THOUSAND FIVE HUNDRED SEVENTY FIVE AND CENTS TWENTY THREE ONLY

PT. SINAR AMARIL FACTORY LTD

 P.T. SINAR ~~AMARIL FACTORY LTD~~
~~SEMARANG~~
(~~Semarang~~)

Exchange for. US\$ 18,575.23

Semarang, December 12, 2007

At sight pay this **FIRST** of Exchange

(second of same tenor and date not paid) to the order of **PT BANK MANDIRI (PERSERO) Tbk** or order

US DOLLARS EIGHTEEN THOUSAND FIVE HUNDRED SEVENTY FIVE AND CENTS TWENTY THREE ONLY

Value received, drawn against L/C No. 7AXXK2/00467/038

dated October 30, 2007 issued by LAND BANK OF TAIWAN

(KAOHSIUNG BRANCH)
KAOHSIUNG TW TAIWAN

LAND BANK OF TAIWAN, KAOHSIUNG BR.

 P.T. Sinar
KAOHSIUNG

drawee

From TS-OPR EK04

drawer's signature

(12 - 20

