

中华人民共和国票据法（2004年修改） Negotiable Instruments Law of the People's Republic of China (2004 Revision)

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目录

CONTENTS

第一章 总则

CHAPTER ONE GENERAL PROVISIONS

第二章 汇票

CHAPTER TWO DRAFTS

第一节 出票

SECTION ONE DRAWING OF DRAFTS

第二节 背书

SECTION TWO ENDORSEMENT

第三节 承兑

SECTION THREE ACCEPTANCE

第四节 保证

SECTION FOUR GUARANTEES

第五节 付款

SECTION FIVE PAYMENT

第六节 追索权

SECTION SIX RIGHT OF RECOURSE

第三章 本票	CHAPTER THREE PROMISSORY NOTES
第四章 支票	CHAPTER FOUR CHECKS
第五章 涉外票据的法律适用	CHAPTER FIVE APPLICATION OF THE LAW TO FOREIGN NEGOTIABLE INSTRUMENTS
第六章 法律责任	CHAPTER SIX LEGAL LIABILITIES
第七章 附则	CHAPTER SEVEN SUPPLEMENTARY PROVISIONS
第一章 总则	CHAPTER ONE GENERAL PROVISIONS

第一条 为了规范票据行为,保障票据活动中当事人的合法权益,维护社会经济秩序,促进社会主义市场经济的发展,制定本法。

Article 1 This Law has been formulated with the goal of standardizing conduct related to negotiable instrument transactions, protecting the legitimate rights and interests of parties to negotiable instrument transactions, safeguarding the social and economic order, and promoting the development of the socialist market economy.

第二条 在中华人民共和国境内的票据活动,适用本法。

Article 2 This Law is applicable to all negotiable instrument transactions within the territory of the People's Republic of China.

本法所称票据,是指汇票、本票和支票。

For the purposes of this Law, negotiable instruments shall refer to drafts, promissory notes, and checks.

第三条 票据活动应当遵守法律、行政法规,不得损害社会公共利益。

Article 3 Negotiable instrument transactions shall be conducted in accordance with laws and administrative regulations and shall not be in any way harmful to the public interest.

第四条 票据出票人制作票据,应当按照法定条件在票据上签章,并按照所记载的事项承担票据责任。

Article 4 When drafting negotiable instruments, drawers shall place their signature or stamp on the instruments as required by law and accept negotiable instrument liabilities as stipulated by the contents of said instruments.

持票人行使票据权利,应当按照法定程序在票据上签章,并出示票据。

When exercising negotiable instrument rights, bearers shall place their signature or stamp on the negotiable instruments pursuant to the legal procedures before presenting the instruments.

其他票据债务人在票据上签章的,按照票据所记载的事项承担票据责任。

Other obligors who place their signatures or stamps on negotiable instruments shall accept negotiable instrument liabilities as stipulated by the contents of said instruments.

本法所称票据权利,是指持票人向票据债务人请求支付票据金额的权利,包括付款请求权和追索权。

For the purposes of this Law, "negotiable instrument rights" refer to the rights of the bearer to claim payment pursuant to the amount specified on relevant negotiable instruments and shall include the right of claim and the right of recourse.

本法所称票据责任,是指票据债务人向持票人支付票据金额的义务。

For the purposes of this Law, "negotiable instrument liabilities" refer to the obligations of the obligor to pay to the bearer the amount specified on relevant negotiable instruments.

第五条 票据当事人可以委托其代理人在票据上签章,并应当在票据上表明其代理关系。

没有代理权而以代理人名义在票据上签章的,应当由签章人承担票据责任;代理人超越代理权限的,应当就其超越权限的部分承担票据责任。

第六条 无民事行为能力人或者限制民事行为能力人在票据上签章的,其签章无效,但是不影响其他签章的效力。

第七条 票据上的签章,为签名、盖章或者签名加盖章。

法人和其他使用票据的单位在票据上的签章,为该法人或者该单位的盖章加其法定代表人或者其授权的代理人的签章。

在票据上的签名,应当为该当事人的本名。

第八条 票据金额以中文大写和数码同时记载,二者必须一致,二者不一致的,票据无效。

第九条 票据上的记载事项必须符合本法的规定。

票据金额、日期、收款人名称不得更改,更改的票据无效。

对票据上的其他记载事项,原记载人可以更改,更改时应当由原记载人签章证明。

Article 5 Parties to a negotiable instrument may entrust representatives to place signatures or stamps on the instruments, clearly indicating this relationship on the instrument.

Where a negotiable instrument bears the signature or stamp of a representative without power of attorney, the negotiable instrument liabilities shall be accepted by the person or persons who placed their signatures or stamps on the negotiable instrument. When representatives go beyond the scope of their entrustment, they shall accept negotiable instrument liabilities for that part which exceeds that scope.

Article 6 Where a negotiable instrument bears the signature or stamp of a person who lacks the ability to exercise their civil rights or of a person whose civil rights are restricted, said signature or seal shall not be valid, however this shall not affect the validity of other signatures and stamps on the instrument in question.

Article 7 Signatures and stamps on a negotiable instrument may refer to signatures, stamps, or signatures with stamps.

On negotiable instruments, the signatures and stamps of a legal person or other entity shall include the stamp of the legal person or entity as well as the signature or stamp of their legal representative or other authorized representative.

Negotiable instruments shall be signed with the legal names of relevant parties.

Article 8 The value of negotiable instruments shall be written in both formal Chinese numerals as well as Arabic numerals, and the two numbers shall be identical. The negotiable instrument shall not be valid if the two numbers are inconsistent.

Article 9 The contents of a negotiable instrument shall conform to the provisions of this law. The amount(s), date and name of the beneficiary shall not be altered. If they are altered, the negotiable instrument shall not longer be valid.

Other contents of a negotiable instrument may be altered by the persons who originally created them, with the alteration certified by means of their signature or stamp.

第十条 票据的签发、取得和转让，应当遵循诚实信用的原则，具有真实的交易关系和债权债务关系。

票据的取得，必须给付对价，即应当给付票据双方当事人认可的相对应的代价。

第十一条 因税收、继承、赠与可以依法无偿取得票据的，不受给付对价的限制。但是，所享有的票据权利不得优于其前手的权利。

前手是指在票据签章人或者持票人之前签章的其他票据债务人。

第十二条 以欺诈、偷盗或者胁迫等手段取得票据的，或者明知有前列情形，出于恶意取得票据的，不得享有票据权利。

持票人因重大过失取得不符合本法规定的票据的，也不得享有票据权利。

第十三条 票据债务人不得以自己与出票人或者与持票人的前手之间的抗辩事由，对抗持票人。但是，持票人明知存在抗辩事由而取得票据的除外。

票据债务人可以对不履行约定义务的与自己有直接债权债务关系的持票人，进行抗辩。

本法所称抗辩，是指票据债务人根据本法规定对票据债权人拒绝履行义务的行为。

第十四条 票据上的记载事项应当真实，不得伪造、变造。

Article 10 The draft, acquisition, and transfer of a negotiable instrument shall be carried out in good faith; it shall be viewed as a legal exchange and as debt transaction.

The receipt of negotiable instruments must be balanced by a corresponding payment, i.e. a price agreed on by both parties.

Article 11 If a negotiable instrument is lawfully obtained without payment as a result of taxation, inheritance, or donation, it shall not be restricted by the abovementioned corresponding payment rule. However the new bearer of the instrument shall not enjoy rights greater than those enjoyed by the previous bearer.

The previous bearer refers to the obligors whose signature or stamp were placed on the negotiable instruments before they are acquired by the present bearer or signatory.

Article 12 In the case where a negotiable instrument is acquired by deception, theft or coercion or where a negotiable instrument which has been acquired by deception, theft or coercion is transferred to others who have malicious motives and full knowledge of relevant illegal activities, the bearer shall not enjoy relevant negotiable instrument rights.

When bearers, as a result of major error, obtain negotiable instruments in a manner not conforming to the provisions of this Law, they shall not enjoy the relevant negotiable instrument rights,

Article 13 Negotiable instrument obligors shall not refuse the claims of the bearer using defenses asserted against the drawer or the prior bearer, except in the case when the bearer has acquired the negotiable instruments with full knowledge of said defenses.

Negotiable instrument obligors may refuse bearers which have a direct debtor-creditor relationship with said obligors and which have failed to fulfill their obligations.

For the purposes of this Law, "refuse" refers to a refusal, by negotiable instrument obligors pursuant to the stipulations of this Law, to fulfill their obligations to creditors.

Article 14 The contents of negotiable instruments shall be genuine. Forgery or alteration is prohibited. Those who forge

伪造、变造票据上的签章和其他记载事项的，应当承担法律责任。

票据上有伪造、变造的签章的，不影响票据上其他真实签章的效力。

票据上其他记载事项被变造的，在变造之前签章的人，对原记载事项负责；在变造之后签章的人，对变造之后的记载事项负责；不能辨别是在票据被变造之前或者之后签章的，视同在变造之前签章。

第十五条 票据丧失，失票人可以及时通知票据的付款人挂失止付，但是，未记载付款人或者无法确定付款人及其代理付款人的票据除外。

收到挂失止付通知的付款人，应当暂停支付。

失票人应当在通知挂失止付后三日内，也可以在票据丧失后，依法向人民法院申请公示催告，或者向人民法院提起诉讼。

第十六条 持票人对票据债务人行使票据权利，或者保全票据权利，应当在票据当事人的营业场所和营业时间内进行，票据当事人无营业场所的，应当在其住所进行。

第十七条 票据权利在下列期限内不行使而消灭：

（一）持票人对票据的出票人和承兑人的权利，自票据到期日起二年。见票即付的汇票、本票，自出票日起二年；

（二）持票人对支票出票人的权利，自出票日起六个月；

or alter the signatures, stamps, or other contents of the negotiable instruments may be held legally liable.

Forged or altered signatures or stamps on a negotiable instrument do not affect the validity of the other genuine signatures or stamps on the same negotiable instrument.

If any of the contents of a negotiable instrument is altered, the person who signed the instrument prior to the alteration shall still be liable for the original content. The person who signs the instruments subsequent to the alteration shall be liable for the new content. Where it is impossible to tell whether signatures and stamps were added prior to or subsequent to the alteration, they shall be regarded as being made prior to the alterations.

Article 15 In the case where a negotiable instrument is lost, the previous bearer may promptly notify the negotiable instrument obligor to stop payment on the lost instrument, except in cases where the obligor has not been recorded or it is otherwise impossible to determine the identity of the obligor or their representative.

The obligor shall suspend payment upon receipt of notification to stop payment due to loss of instrument.

Within three days of issuing the notification to suspend payment or immediately after the negotiable instrument is lost, the previous bearer may apply for public hearing with the people's court or file a suit with the people's court.

Article 16 The exercising of the negotiable instrument rights to make claims against instrument obligors or the protection of negotiable instrument rights shall be conducted at the business location and during the business hours of the parties to the negotiable instruments in question or, if the parties to the negotiable instruments have no business location, their residences.

Article 17 The negotiable instrument rights shall expire if they are not exercised within the following time limits:

1. For rights of the bearers against the drawer and obligors, two years from the date of maturity; two years from the issue date for drafts and promissory notes that payable on demand;
2. For rights against the drawer of a check, six months from the date the check is issued;
3. For right of recourse against previous bearers, six months

(三) 持票人对前手的追索权, 自被拒绝承兑或者被拒绝付款之日起六个月;

(四) 持票人对前手的再追索权, 自清偿日或者被提起诉讼之日起三个月。

票据的出票日、到期日由票据当事人依法确定。

第十八条 持票人因超过票据权利时效或者因票据记载事项欠缺而丧失票据权利的, 仍享有民事权利, 可以请求出票人或者承兑人返还其与未支付的票据金额相当的利益。

第二章 汇票

第一节 出票

第十九条 汇票是出票人签发的, 委托付款人在见票时或者在指定日期无条件支付确定的金额给收款人或者持票人的票据。

汇票分为银行汇票和商业汇票。

第二十条 出票是指出票人签发票据并将其交付给收款人的票据行为。

第二十一条 汇票的出票人必须与付款人具有真实的委托付款关系, 并且具有支付汇票金额的可靠资金来源。

不得签发无对价的汇票用以骗取银行或者其他票据当事人的资金。

第二十二条 汇票必须记载下列事项:

from the date of refusal to accept or make payment;

4. For the right of further recourse against previous bearers, three months after the liquidation date or the date the legal action is filed.

The issue and maturity dates shall be fixed by the parties to the negotiable instrument pursuant to law.

Article 18 Bearers who have lost their negotiable instrument rights because the validity period for the exercise of the rights to the negotiable instruments has expired or as a result of deficiencies related to the contents of their negotiable instruments still have civil rights and may request that drawers or obligors provide economic benefits equal to the amount specified in unpaid negotiable instruments.

CHAPTER TWO DRAFTS

SECTION ONE DRAWING OF DRAFTS

Article 19 A draft is a bill signed by the drawer, requiring the entrusted obligor to make unconditional payment to the payee or the bearer of the fixed amount when presented with the bill or at a fixed date.

Drafts include bank drafts and commercial drafts.

Article 20 The drawing of a draft refers to the act, by a drawer, of signing and delivering a draft to the obligor.

Article 21 The drawer of a draft shall have a genuine relationship with the obligor that authorizes the latter to make payments for the former, and shall have a reliable source of funds sufficient to pay the draft amount.

The signing of drafts without corresponding payment for the purpose of defrauding banks or other parties to the negotiable instrument is prohibited.

Article 22 A draft shall include the following items:

1. The Chinese characters for "draft";

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| (一) 表明“汇票”的字样; | 2. A stipulation of unconditional payment; |
| | 3. The fixed draft amount; |
| (二) 无条件支付的委托; | 4. The name of the obligor; |
| | 5. The name of the payee; |
| (三) 确定的金额; | 6. The draft date; and |
| (四) 付款人名称; | 7. The signature of the drawer. |
| (五) 收款人名称; | A draft which lacks any of the items listed above shall be |
| (六) 出票日期; | deemed invalid. |
| (七) 出票人签章。 | |

汇票上未记载前款规定事项之一的，汇票无效。

第二十三条 汇票上记载付款日期、付款地、出票地等事项的，应当清楚、明确。	Article 23 The date of payment, the payment location, and place where the draft was drawn, as recorded on the draft, shall be clear and unequivocal.
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汇票上未记载付款日期的，为见票即付。	Where a draft does not stipulate to the date of payment, it shall be considered a sight draft, payable on demand.
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汇票上未记载付款地的，付款人的营业场所、住所或者经常居住地为付款地。	Where a draft does not stipulate to the place of payment, the place of payment shall be the place of business, location, or common residence of the obligor.
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汇票上未记载出票地的，出票人的营业场所、住所或者经常居住地为出票地。	Where a draft does not stipulate to place where the draft was drawn, it shall be assumed to be the place of business, location, or common residence of the drawer.
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第二十四条 汇票上可以记载本法规定事项以外的其他出票事项，但是该记载事项不具有汇票上的效力。	Article 24 Contents other than those provided for by this law may be recorded on a draft, however such items shall have no legal force relevant to the draft.
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第二十五条 付款日期可以按照下列形式之一记载：	Article 25 The date of payment may be recorded in any of the following forms:
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| (一) 见票即付; | 1. Payable on demand; |
| (二) 定日付款; | 2. Payable at a fixed date; |
| (三) 出票后定期付款; | 3. Payable at a fixed date after the draft is drawn; |
| (四) 见票后定期付款。 | 4. Payable at a fixed date after the draft is presented. |

前款规定的付款日期为汇票到期日。	The date of payment stipulated in the preceding paragraph is the date of maturity for the draft.
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第二十六条 出票人签发汇票后，即承担保证该汇票承兑和付款的责任。出票人在汇票得不到承兑或者付款时，应当向持票人	Article 26 After the draft is signed, the drawer shall be responsible for ensuring that the draft is accepted and payment is made. Where the drawer fails ensure that the draft is accepted and payment is made, the drawer shall pay to the
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人清偿本法第七十条、第七十一条规定的金额和费用。

payee the amounts stipulated in Article 70 and Article 71 herein.

第二节 背书

SECTION TWO ENDORSEMENT

第二十七条 持票人可以将汇票权利转让给他人或者将一定的汇票权利授予他人行使。出票人在汇票上记载“不得转让”字样的，汇票不得转让。

Article 27 The bearer of a draft may transfer the draft rights or authorize others to exercise certain rights. If a drawer writes the Chinese characters for "non-transferable" on a draft, the draft may not be transferred.

持票人行使第一款规定的权利时，应当背书并交付汇票。

When exercising the rights provided for in Paragraph 1 of this Article, the bearer shall endorse and deliver the draft.

背书是指在票据背面或者粘单上记载有关事项并签章的票据行为。

"Endorsement" refers to the recording of relevant content, including a signature or stamp, on the back of a draft or on its allonge.

第二十八条 票据凭证不能满足背书人记载事项的需要，可以加附粘单，粘附于票据凭证上。

Article 28 When a draft instrument has insufficient space to record relevant content, an allonge may be attached.

粘单上的第一记载人，应当在汇票和粘单的粘接处签章。

The first person to write on an allonge shall put his or her signature or stamp at the location where the allonge is attached to the original bill.

第二十九条 背书由背书人签章并记载背书日期。

Article 29 An endorsement shall be signed by the endorser and include the date of endorsement.

背书未记载日期的，视为在汇票到期日前背书。

An endorsement without a date shall be regarded as an endorsement prior to the date of maturity.

第三十条 汇票以背书转让或者以背书将一定的汇票权利授予他人行使时，必须记载被背书人名称。

Article 30 If an endorsement transfers the draft rights to another person in whole or in part, the name of the endorser shall be recorded on the draft.

第三十一条 以背书转让的汇票，背书应当连续。持票人以背书的连续，证明其汇票权利；非经背书转让，而以其他合法方式取得汇票的，依法举证，证明其汇票权利。

Article 31 When the transfer of draft to others is carried out by endorsement, such endorsement shall be continuous. The bearer shall prove their claim of draft rights on the basis of an uninterrupted sequence of endorsements. When transfer is not carried out by endorsement, the bearer must lawfully produce other evidence that stipulates to their draft rights.

前款所称背书连续，是指在

The term "uninterrupted sequence" used in the preceding

票据转让中，转让汇票的背书人与受让汇票的被背书人在汇票上的签章依次前后衔接。

第三十二条 以背书转让的汇票，后手应当对其直接前手背书的真实性负责。

后手是指在票据签章人之后签章的其他票据债务人。

第三十三条 背书不得附有条件。背书时附有条件的，所附条件不具有汇票上的效力。

将汇票金额的一部分转让的背书或者将汇票金额分别转让给二人以上的背书无效。

第三十四条 背书人在汇票上记载“不得转让”字样，其后手再背书转让的，原背书人对后手的被背书人不承担保证责任。

第三十五条 背书记载“委托收款”字样的，被背书人有权代背书人行使被委托的汇票权利。但是，被背书人不得再以背书转让汇票权利。

汇票可以设定质押；质押时应当以背书记载“质押”字样。被背书人依法实现其质权时，可以行使汇票权利。

第三十六条 汇票被拒绝承兑、被拒绝付款或者超过付款提示期限的，不得背书转让；背书转让的，背书人应当承担汇票责任。

第三十七条 背书人以背书转让汇票后，即承担保证其后手所持汇票承兑和付款的责任。背

paragraph refers to a consistent sequence of endorser and the endorsee signatures or stamps used to transfer the relevant negotiable instruments.

Article 32 When transferring a draft to others by means of endorsement, subsequent endorsers shall be responsible for the authenticity of the endorsement made by the most recent previous endorser.

Subsequent endorsers refers to the other obligors that sign the draft after the original endorser.

Article 33 An endorsement shall not be subject to additional conditions; when endorsements have attached conditions, said conditions shall have no legal force relevant to the draft.

An endorsement which transfers some or all of the draft amount to two or more persons shall be invalid.

Article 34 If an endorser writes the Chinese words "Non-transferable" on a draft but the draft is transferred by the subsequent endorser, the original endorser may not be held liable for guarantees to subsequent endorsees.

Article 35 If an endorsement contains the words "commissioned receipt of payment", the endorsee may exercise the draft rights as commissioned by the endorser, however the endorsee shall not transfer the draft to others by endorsement.

A draft may be pledged. When pledging a draft, the word "pledge" shall be written in the endorsement. If the endorser defaults on the pledge, the endorsee may then exercise the relevant draft rights.

Article 36 Where a refusal to accept or make payment on a draft has occurred or the indicated time limit for payment has passed, a draft may not be transferred to others by endorsement. The endorser may be held liable for drafts of this type which are transferred to others by endorsement.

Article 37 When an endorser has transferred a draft to others by endorsement, the endorser shall be responsible for ensuring that the draft is honored when presented by the subsequent

书人在汇票得不到承兑或者付款时，应当向持票人清偿本法第七十条、第七十一条规定的金额和费用。

第三节 承兑

第三十八条 承兑是指汇票付款人承诺在汇票到期日支付汇票金额的票据行为。

第三十九条 定日付款或者出票后定期付款的汇票，持票人应当在汇票到期日前向付款人提示承兑。

提示承兑是指持票人向付款人出示汇票，并要求付款人承诺付款的行为。

第四十条 见票后定期付款的汇票，持票人应当自出票日起一个月内向付款人提示承兑。

汇票未按照规定期限提示承兑的，持票人丧失对其前手的追索权。

见票即付的汇票无需提示承兑。

第四十一条 付款人对向其提示承兑的汇票，应当自收到提示承兑的汇票之日起三日内承兑或者拒绝承兑。

付款人收到持票人提示承兑的汇票时，应当向持票人签发收到汇票的回单。回单上应当注明汇票提示承兑日期并签章。

第四十二条 付款人承兑汇票的，应当在汇票正面记载“承兑”字样和承兑日期并签章；见票后定期付款的汇票，应当在承兑时记载付款日期。

bearers. Where an endorser fails to ensure that a draft is honored or that payment is made, the endorser shall provide compensation to the bearer in the amount of the draft plus expenses pursuant to Article 70 and Article 71 herein.

SECTION THREE ACCEPTANCE

Article 38 Acceptance refers to a promise by a draft payer to pay the draft amount when the draft has reached its date of maturity.

Article 39 For drafts payable at a fixed date or at the end of fixed time period after the date of issuance, the bearer shall prompt the payer to accept the draft before the maturity date.

Presentation for acceptance of a draft refers to the presentation to the payer of the draft by the bearer, requiring that the payer agree to provide payment.

Article 40 For drafts payable a fixed period after sight, the bearer shall prompt the payer to accept the draft within one month after from the draft is issued.

If a bearer has failed to prompt the payer to accept a draft within the prescribed time limit, said bearer shall lose the right of recourse against prior bearers.

No presentation for acceptance is necessary for drafts payable on demand.

Article 41 Payers shall decide to accept or refuse a draft for which presentation for acceptance has been carried out within three days after receiving the relevant draft.

After receiving the draft which has been presented for acceptance, the payer shall issue an acknowledgment that the draft has been received. The acknowledgment shall specify the date of presentation for acceptance and shall be signed.

Article 42 When accepting a draft, the payer shall write "Accepted" and the date of acceptance on the face of the draft and stamp their seal. For after date drafts, the date of payment shall be indicated when the draft is accepted.

Where no date of acceptance is recorded on a draft, the final

汇票上未记载承兑日期的，以前条第一款规定期限的最后一日为承兑日期。

第四十三条 付款人承兑汇票，不得附有条件；承兑附有条件的，视为拒绝承兑。

第四十四条 付款人承兑汇票后，应当承担到期付款的责任。

第四节 保证 SECTION FOUR GUARANTEES

第四十五条 汇票的债务可以由保证人承担保证责任。保证人由汇票债务人以外的他人担当。

第四十六条 保证人必须在汇票或者粘单上记载下列事项：

- (一) 表明“保证”的字样；
- (二) 保证人名称和住所；
- (三) 被保证人的名称；
- (四) 保证日期；
- (五) 保证人签章。

第四十七条 保证人在汇票或者粘单上未记载前条第（三）项的，已承兑的汇票，承兑人为被保证人；未承兑的汇票，出票人为被保证人。

保证人在汇票或者粘单上未记载前条第（四）项的，出票日期为保证日期。

第四十八条 保证不得附有条件；附有条件的，不影响对汇

票的保证责任。

not affect the guarantee liability for the draft.

第四十九条 保证人对合法取得汇票的持票人所享有的汇票权利，承担保证责任。但是，被保证人的债务因汇票记载事项欠缺而无效的除外。

Article 49 Guarantors shall assume guarantee liability relevant to draft rights held by bearers who have lawfully acquired the draft, however cases when the debt has been invalidated as a result of missing items on the draft are an exception.

第五十条 被保证的汇票，保证人应当与被保证人对持票人承担连带责任。汇票到期后得不到付款的，持票人有权向保证人请求付款，保证人应当足额付款。

Article 50 Guarantors shall assume joint liability together with the guaranteed party for drafts that are under guarantee. Should the draft not be paid when it reaches the maturity date, the bearer has the right to demand that the guarantor provide payment in full.

第五十一条 保证人为二人以上的，保证人之间承担连带责任。

Article 51 Where there are two or more guarantors, the guarantors shall assume joint liability.

第五十二条 保证人清偿汇票债务后，可以行使持票人对被保证人及其前手的追索权。

Article 52 When the draft debt has been settled, the guarantor may exercise the bearer's right of recourse against the guaranteed party and the prior bearers.

第五节 付款

SECTION FIVE PAYMENT

第五十三条 持票人应当按照下列期限提示付款：

Article 53 The bearer of a draft shall present the draft for payment within the following time limits:

(一) 见票即付的汇票，自出票日起一个月内向付款人提示付款；

1. For drafts payable on demand, presentation to the payer for payment shall occur within one month from the draft date.

(二) 定日付款、出票后定期付款或者见票后定期付款的汇票，自到期日起十日内向承兑人提示付款。

2. For a draft payable at a fixed date, after sight drafts, or after date drafts, presentation to the acceptor for payment shall occur within 10 days from the date of maturity.

持票人未按照前款规定期限提示付款的，在作出说明后，承兑人或者付款人仍应当继续对持票人承担付款责任。

After explanation is provided following a failure to present a draft for payment within the time limits prescribed in the preceding paragraph, the acceptor or payer shall continue to assume liability for payment to the bearer.

通过委托收款银行或者通过票据交换系统向付款人提示付款的，视同持票人提示付款。

If presentation for payment is carried out through banks commissioned to collect relevant funds or through a negotiable instruments exchange system, this shall be regarded as presentation for payment by the bearer.

第五十四条 持票人依照前条规定提示付款的,付款人必须在当日足额付款。

Article 54 When a bearer presents a draft for payment as stipulated in the preceding article, the payer shall pay the full amount of the draft on the same day.

第五十五条 持票人获得付款的,应当在汇票上签收,并将汇票交给付款人。持票人委托银行收款的,受委托的银行将代收的汇票金额转账收入持票人账户,视同签收。

Article 55 When a bearer has received payment, said bearer shall sign the draft and turn the draft over to the payer. In the case where the bearer has entrusted a bank to carry out collection, the commissioned bank shall deposit the received amount into the account of the bearer and that action shall be regarded as acceptance by the bearer.

第五十六条 持票人委托的收款银行的责任,限于按照汇票上记载事项将汇票金额转入持票人账户。

Article 56 The liability of banks commissioned to carry out collection by draft bearers is restricted to the transfer of the draft amount into the account of the bearer on the basis of the draft contents.

付款人委托的付款银行的责任,限于按照汇票上记载事项从付款人账户支付汇票金额。

第五十七条 付款人及其代理付款人付款时,应当审查汇票背书的连续,并审查提示付款人的合法身份证明或者有效证件。

Article 57 When making payment, the payer or its agent shall check the endorsements for consistency as well as the legal identification or valid documents of the person who carried out the presentation for payment.

付款人及其代理付款人以恶意或者有重大过失付款的,应当自行承担责任。

Where a payer or its agent has ulterior motives or commits a serious error in providing payment, the payer or its agent shall alone bear the resulting liabilities.

第五十八条 对定日付款、出票后定期付款或者见票后定期付款的汇票,付款人在到期日前付款的,由付款人自行承担所产生的责任。

Article 58 Where a payer makes payment before the maturity date for a draft payable at a fixed date, an after sight draft, or an after date draft, the payer shall alone bear the resulting liabilities.

第五十九条 汇票金额为外币的,按照付款日的市场汇价,以人民币支付。

Article 59 If the draft amount is specified in foreign currency, the payment shall be made in RMB on the basis of the currency exchange rate quoted on the day of payment.

汇票当事人对汇票支付的货币种类另有约定的,从其约定。

If the parties to a draft have agreements concerning the currencies used in payment, the stipulations of said agreements shall apply.

第六十条 付款人依法足额付款后,全体汇票债务人的责任解除。

Article 60 Once the payer has paid the draft amount in full, they shall be released from all relevant liabilities.

第六节 追索权

SECTION SIX RIGHT OF RECOURSE

第六十一条 汇票到期被拒绝付款的,持票人可以对背书人、出票人以及汇票的其他债务人行使追索权。

Article 61 When payment is refused on a draft, the bearer may exercise their right of recourse against the endorser, drawer or other draft obligors.

汇票到期日前,有下列情形之一的,持票人也可以行使追索权:

The bearer may exercise their right of recourse before the maturity date of a draft in any of the following cases:

1. The draft is not accepted;
 2. The acceptor or payer has died or absconded;
 3. The acceptor or payer has lawfully been declared bankrupt or has had their business operations suspended as a result of illegal conduct.
- (一) 汇票被拒绝承兑的;
- (二) 承兑人或者付款人死亡、逃匿的;
- (三) 承兑人或者付款人被依法宣告破产的或者因违法被责令终止业务活动的。

第六十二条 持票人行使追索权时,应当提供被拒绝承兑或者被拒绝付款的有关证明。

Article 62 When exercising the right of recourse, the bearer shall provide relevant documentation demonstrating the refusal of relevant parties to accept or make payment on the draft.

持票人提示承兑或者提示付款被拒绝的,承兑人或者付款人必须出具拒绝证明,或者出具退票理由书。未出具拒绝证明或者退票理由书的,应当承担由此产生的民事责任。

Where the presentation for acceptance or payment by the bearer has met with refusal, the acceptor or payer shall issue a notice of dishonor or a brief that includes the grounds for refusal. If the acceptor or payer has failed to issue a notice of dishonor or a brief that includes the grounds for refusal, the acceptor or payer shall assume all resulting civil liabilities.

第六十三条 持票人因承兑人或者付款人死亡、逃匿或者其他原因,不能取得拒绝证明的,可以依法取得其他有关证明。

Article 63 Should it be impossible to obtain a notice of dishonor due to the death or abscondence of the acceptor or payer or for other reasons, other relevant certificates may be lawfully accepted.

第六十四条 承兑人或者付款人被人民法院依法宣告破产的,人民法院的有关司法文书具有拒绝证明的效力。

Article 64 Where an acceptor or payer has been lawfully declared bankrupt by the people's court, the relevant legal documentation of the people's court serve to certify the dishonoring.

承兑人或者付款人因违法

Where an acceptor or a payer has had their business operations

被责令终止业务活动的,有关行政主管部门的处罚决定具有拒绝证明的效力。

第六十五条 持票人不能出示拒绝证明、退票理由书或者未按照规定期限提供其他合法证明的,丧失对其前手的追索权。但是,承兑人或者付款人仍应当对持票人承担责任。

第六十六条 持票人应当自收到被拒绝承兑或者被拒绝付款的有关证明之日起三日内,将被拒绝事由书面通知其前手;其前手应当自收到通知之日起三日内书面通知其再前手。持票人也可以同时向各汇票债务人发出书面通知。

未按照前款规定期限通知的,持票人仍可以行使追索权。因延期通知给其前手或者出票人造成损失的,由没有按照规定期限通知的汇票当事人,承担对该损失的赔偿责任,但是所赔偿的金额以汇票金额为限。

在规定期限内将通知按照法定地址或者约定的地址邮寄的,视为已经发出通知。

第六十七条 依照前条第一款所作的书面通知,应当记明汇票的主要记载事项,并说明该汇票已被退票。

第六十八条 汇票的出票人、背书人、承兑人和保证人对持票人承担连带责任。

持票人可以不按照汇票债务人的先后顺序,对其中任何人、数人或者全体行使追索权。

suspended as a result of illegal conduct, relevant penalty rulings by the competent administrative department serve to certify the dishonoring.

Article 65 Where the bearer is unable to present the notice of dishonor, a brief that includes the grounds for refusal, or other legal documentation within the prescribed time limit, the bearer shall lose the right of recourse against the prior bearer. However the acceptor or payer shall still be liable to the bearer.

Article 66 A bearer shall, within three days from the date that documentation of the dishonoring are received, notify in writing the prior bearer of the dishonoring. The prior bearer shall, within three days of receiving the latter notice, notify in writing the next prior bearer of the dishonoring. The bearer may concurrently issue written notices to all the draft obligors.

The bearer may continue to exercise the right of recourse even if notification is not made within the time limit prescribed in the preceding paragraph. If a delay in notification causes prior bearers or the drawer to incur losses, the parties that have failed to make timely notification shall held liable to provide compensate for the losses, however the amount of compensation shall not exceed the draft amount.

If notices have been sent to the legally mandated or agreed upon addresses within the prescribed time limit, then it shall be regarded as having given notification.

Article 67 Written notices served pursuant to the provisions of the first paragraph of the preceding article shall include the main content of the draft and shall clearly indicate that the draft has been dishonored.

Article 68 Drawers, endorsers, acceptors, and guarantors shall be jointly liable to bearers.

A bearer may exercise the right of recourse against one party, several parties or all the draft obligors irrespective of their sequential ordering.

After a bearer has exercised the right of recourse against one party or several parties relevant to a draft, the bearer may

持票人对汇票债务人中的一人或者数人已经进行追索的,对其他汇票债务人仍可以行使追索权。被追索人清偿债务后,与持票人享有同一权利。

continue to exercise the right of recourse against other draft obligors. Parties against whom the right of recourse has been exercised shall enjoy the same rights as the bearer once the debt has been settled.

第六十九条 持票人为出票人的,对其前手无追索权。持票人为背书人的,对其后手无追索权。

Article 69 In the case where the bearer is also the drawer, the bearer have no right to seek recourse from prior bearers. In the case where the bearer is an endorser, the bearer has no right of recourse against the subsequent bearers.

第七十条 持票人行使追索权,可以请求被追索人支付下列金额和费用:

Article 70 When exercising the right of recourse, bearers may request that the person against whom they are seeking recourse pay the following amounts:

(一) 被拒绝付款的汇票金额;

1. The amount of the dishonored draft;

(二) 汇票金额自到期日或者提示付款日起至清偿日止,按照中国人民银行规定的利率计算的利息;

2. The interest on the draft amount calculated from the maturity date or the date of presentation for payment to the date of settlement using the rate fixed by the People's Bank of China.

(三) 取得有关拒绝证明和发出通知书的费用。

3. The expenses incurred while obtaining the relevant notices of dishonor and the issuing of notifications.

被追索人清偿债务时,持票人应当交出汇票和有关拒绝证明,并出具所收到利息和费用的收据。

When the parties subject to recourse settle their debt, the bearers shall provide the draft and relevant notices of dishonor as well as the receipts for the interests and expenses.

第七十一条 被追索人依照前条规定清偿后,可以向其他汇票债务人行使再追索权,请求其他汇票债务人支付下列金额和费用:

Article 71 After debts have been settled pursuant to the provisions of the preceding article, the person against whom the right of recourse has been exercised may exercise the right of further recourse against other draft obligors, requesting that other debtors pay the following amounts:

(一) 已清偿的全部金额;

1. The complete settlement amount;

(二) 前项金额自清偿日起至再追索清偿日止,按照中国人民银行规定的利率计算的利息;

2. The interest on the settlement amount calculated from the date of original settlement to the date of the further recourse settlement using the rate fixed by the People's Bank of China ;

(三) 发出通知书的费用。

3. The expense of issuing notifications.

行使再追索权的被追索人获得清偿时,应当交出汇票和有

When a party who exercises the right of further recourse is paid, that party shall provide the draft and relevant notices of dishonor as well as the receipts for the interest and expenses.

关拒绝证明，并出具所收到利息和费用的收据。

第七十二条 被追索人依照前二条规定清偿债务后，其责任解除。

Article 72 Parties against whom the right of recourse has been exercised shall be released from liability after the debt has been settled pursuant to the provisions of the preceding two articles.

第三章 本票

CHAPTER THREE PROMISSORY NOTES

第七十三条 本票是出票人签发的，承诺自己在见票时无条件支付确定的金额给收款人或者持票人的票据。

Article 73 A promissory note is an instrument written and issued by a drawer, promising unconditionally to pay a fixed amount of money to a payee or bearer upon presentation of the instrument.

本法所称本票，是指银行本票。

For the purposes of this Law, the term "promissory note" refers to a bank note.

第七十四条 本票的出票人必须具有支付本票金额的可靠资金来源，并保证支付。

Article 74 The drawer of a promissory note shall have a reliable source of funds to cover the value of the promissory note and ensure payment.

第七十五条 本票必须记载下列事项：

Article 75 A promissory note shall have the following content:

- (一) 表明“本票”的字样；
- (二) 无条件支付的承诺；
- (三) 确定的金额；
- (四) 收款人名称；
- (五) 出票日期；
- (六) 出票人签章。

1. The characters "Promissory Note";
2. An unconditional promise to pay;
3. A fixed amount;
4. The name of the payee;
5. The date of issue; and
6. The signature of the maker.

A promissory note shall be deemed invalid if one of the preceding items is missing.

本票上未记载前款规定事项之一的，本票无效。

第七十六条 本票上记载付款地、出票地等事项的，应当清楚、明确。

Article 76 The place of payment and, the place of issuance as well as other items written on the promissory note shall be clear and specific.

本票上未记载付款地的，出票人的营业场所为付款地。

If the instrument does not indicate the place of payment, the business locations of the drawer shall be assumed to be the place of payment.

本票上未记载出票地的，出票人的营业场所为出票地。

If the instrument does not indicate the place of issuance, the business location of the maker shall be taken as the place of issuance.

第七十七条 本票的出票人在持票人提示见票时, 必须承担付款的责任。

Article 77 When the bearer of a promissory note presents the instrument, the drawer shall be liable to provide payment.

第七十八条 本票自出票日起, 付款期限最长不得超过二个月。

Article 78 The maximum time limit for payment shall not exceed two months counted from the date of issuance.

第七十九条 本票的持票人未按照规定期限提示见票的, 丧失对出票人以外的前手的追索权。

Article 79 Where the bearer has failed to present the instrument within the prescribed time limit, the bearer shall lose the right of recourse against the prior bearers other than the drawer.

第八十条 本票的背书、保证、付款行为和追索权的行使, 除本章规定外, 适用本法第二章有关汇票的规定。

Article 80 The provisions relevant to drafts contained in Chapter Two of this Law shall apply to promissory notes with regard to the acts of endorsement, guaranty and payment as well as the exercise of the right of recourse, except as otherwise stipulated in this chapter.

本票的出票行为, 除本章规定外, 适用本法第二十四条关于汇票的规定。

The provisions relevant to drafts in Article 24 of this Law shall apply with regard to the act of issuing promissory notes, except when otherwise stipulated in this chapter.

第四章 支票

CHAPTER FOUR CHECKS

第八十一条 支票是出票人签发的, 委托办理支票存款业务的银行或者其他金融机构在见票时无条件支付确定的金额给收款人或者持票人的票据。

Article 81 A check is an instrument issued by a drawer, upon presentation of which the checking deposit bank or other financial institution shall unconditionally pay the fixed amount to the payee or bearer.

第八十二条 开立支票存款账户, 申请人必须使用其本名, 并提交证明其身份的合法证件。

Article 82 When opening a checking account, applicants shall use their legal name and present legal documents which prove their identity.

开立支票存款账户和领用支票, 应当有可靠的资信, 并存入一定的资金。

Applicants opening a checking account and using checks shall have a good credit standing and a certain amount of money deposited in the bank.

开立支票存款账户, 申请人应当预留其本名的签名式样和印鉴。

When opening checking accounts, applicants shall provide samples of their legal signature or stamp.

第八十三条 支票可以支取

Article 83 Checks may be cashed or used to transfer money

现金,也可以转账,用于转账时,应当在支票正面注明。

支票中专门用于支取现金的,可以另行制作现金支票,现金支票只能用于支取现金。

支票中专门用于转账的,可以另行制作转账支票,转账支票只能用于转账,不得支取现金。

into other accounts. For account transfer, a clear indication of the purpose shall be written on the face of the check.

When checks are used especially for cashing, dedicated cash checks can be issued. A cash check can only be cashed.

When checks are used especially for account transfers, dedicated transfer checks can be issued. Transfer checks can only be used only for account transfers; cashing is not allowed.

第八十四条 支票必须记载下列事项:

- (一) 表明“支票”的字样;
- (二) 无条件支付的委托;
- (三) 确定的金额;
- (四) 付款人名称;
- (五) 出票日期;
- (六) 出票人签章。

支票上未记载前款规定事项之一的,支票无效。

Article 84 A check must include the following content:

1. The characters for "Check";
2. An unconditional order to pay;
3. A fixed amount;
4. The name of the payee;
5. The date of draft; and
6. The signature of the drawer.

A check shall be deemed invalid if one of the above items is missing.

第八十五条 支票上的金额可以由出票人授权补记,未补记前的支票,不得使用。

第八十六条 支票上未记载收款人名称的,经出票人授权,可以补记。

支票上未记载付款地的,付款人的营业场所为付款地。

支票上未记载出票地的,出票人的营业场所、住所或者经常居住地为出票地。

出票人可以在支票上记载自己为收款人。

Article 85 With the authorization of the drawer, the amount on a check may be filled in later by the bearer. Checks where the amount is blank shall not be used.

Article 86 With the authorization of the drawer, the name of the payee may be written later for checks where the payee is not indicated.

If a check does not indicate the place of payment, the business site of the payer shall be assumed to be the place of payment;

If a check does not indicate the place of issuance, the place of business, location, or common residence of the drawer shall be assumed to be the place of issuance.

Drawers may indicate themselves as the payee of a check.

第八十七条 支票的出票人所签发的支票金额不得超过其付款时在付款人处实有的存款金额。

Article 87 The amount on checks issued by drawers shall not exceed the actual amount deposited in their payer checking account at the time of payment.

Where the amount on a check issued by the drawer has

出票人签发的支票金额超过其付款时在付款人处实有的存款金额的，为空头支票。禁止签发空头支票。

exceeded the actual amount deposited in the payer checking account at the time of payment, the check is considered overdrawn; the use of overdrawn checks is strictly prohibited.

第八十八条 支票的出票人不得签发与其预留本名的签名式样或者印鉴不符的支票。

Article 88 Drawers shall not issue checks with signatures or stamps that are inconsistent with submitted samples.

第八十九条 出票人必须按照签发的支票金额承担保证向该持票人付款的责任。

Article 89 Drawers shall assume liability for ensuring payment to the bearer of the amount on the check.

出票人在付款人处的存款足以支付支票金额时，付款人应当在当日足额付款。

Where the money deposited by the drawer in the payer checking account is sufficient to pay the full amount of the check, the payer shall pay the full amount on the day it is presented.

第九十条 支票限于见票即付，不得另行记载付款日期。另行记载付款日期的，该记载无效。

Article 90 A check which is payable on demand shall not include a date of payment. Any date of payment indicated on such a check is invalid.

第九十一条 支票的持票人应当自出票日起十日内提示付款；异地使用的支票，其提示付款的期限由中国人民银行另行规定。

Article 91 The bearer of a check shall present the check for payment within ten days after the draft date. The time limits on the presentation for payment of checks used in other jurisdictions shall be stipulated by the People's Bank of China.

超过提示付款期限的，付款人可以不予付款；付款人不予付款的，出票人仍应当对持票人承担票据责任。

In the case where the time limit on the presentation for payment is reached, the payer may refuse to honor the check. In the case where the payer refuses to pay, the drawer is still be liable to the bearer for the value of the instrument.

第九十二条 付款人依法支付支票金额的，对出票人不再承担受委托付款的责任，对持票人不再承担付款的责任。但是，付款人以恶意或者有重大过失付款的除外。

Article 92 When the payer has paid the check amount, they shall no longer be liable to the drawer and the bearer to provide payment, except in the cases when payment is made out of ulterior motives or as a result of serious error.

第九十三条 支票的背书、付款行为和追索权的行使，除本章规定外，适用本法第二章有关

Article 93 The provisions relevant to drafts contained in Chapter Two of this Law shall apply to checks with regard to the acts of endorsement, guaranty and payment as well as the

汇票的规定。

支票的出票行为，除本章规定外，适用本法第二十四条、第二十六条关于汇票的规定。

第五章 涉外票据的法律适用

第九十四条 涉外票据的法律适用，依照本章的规定确定。

前款所称涉外票据，是指出票、背书、承兑、保证、付款等行为中，既有发生在中华人民共和国境内又有发生在中华人民共和国境外的票据。

第九十五条 中华人民共和国缔结或者参加的国际条约同本法有不同规定的，适用国际条约的规定。但是，中华人民共和国声明保留的条款除外。

本法和中华人民共和国缔结或者参加的国际条约没有规定的，可以适用国际惯例。

第九十六条 票据债务人的民事行为能力，适用其本国法律。

票据债务人的民事行为能力，依照其本国法律为无民事行为能力

或者为限制民事行为能力而依照行为地法律为完全民事行为能力的，适用行为地法律。

第九十七条 汇票、本票出票时的记载事项，适用出票地法律。

支票出票时的记载事项，适

exercise of the right of recourse, except as otherwise stipulated in this chapter.

The provisions relevant to drafts in Article 24 of this Law shall apply with regard to the act of issuing checks, except when otherwise stipulated in this chapter.

CHAPTER FIVE APPLICATION OF THE LAW TO FOREIGN NEGOTIABLE INSTRUMENTS

Article 94 Application of the law to foreign-related negotiable instruments shall be determined pursuant to the provisions of this chapter.

The term "foreign negotiable instruments" used in the preceding paragraph refers to instruments where among their relevant acts, including the draft, endorsement, acceptance, guarantee, or payment of said instruments, there are acts which occur within the territory of the People's Republic of China and other acts which occur outside the country.

Article 95 In the case when the provisions of the international treaties which the People's Republic of China has joined or signed differ from the provisions of this law, the provisions of the international treaties apply, excepting those articles of which the People's Republic of China has stated its reservations.

In the case where there are no applicable stipulations in this law or in the international treaties to which the People's Republic of China has joined or signed, common international practice shall be observed.

Article 96 With regards to the ability to exercise civil rights for negotiable instrument obligors, domestic laws shall apply.

In the case where an obligor is, according to domestic law, regarded as being unable to exercise their civil rights or regarded as having restricted civil rights, however the obligor is regarded as having the ability to exercise civil rights by the law of the place where the exercise of rights occurs, the law of the place where the exercise of rights occurs shall apply.

Article 97 With regards to the content of issued drafts and promissory notes, the law of the place where the instrument is issued shall apply.

With regards to the content of checks, the law of the place

用出票地法律，经当事人协议，也可以适用付款地法律。 where the instrument is issued shall apply. However the law of the place where payment is made may also apply if the parties concerned so stipulate.

第九十八条 票据的背书、承兑、付款和保证行为，适用行为地法律。 Article 98 With regards to acts of endorsement, acceptance, payment and guarantee relevant to negotiable instruments, the law of the place where the action occurs shall apply.

第九十九条 票据追索权的行使期限，适用出票地法律。 Article 99 With regards to the time limit for exercising the right of recourse relevant to negotiable instruments, the law of the place where the instrument is issued shall apply.

第一百条 票据的提示期限、有关拒绝证明的方式、出具拒绝证明的期限，适用付款地法律。 Article 100 With regards to the time limit for presentation of negotiable instruments, the means for notification of dishonoring, and the time limit for issuing notices of dishonor, the law of the place where payment is made shall apply.

第一百零一条 票据丧失时，失票人请求保全票据权利的程序，适用付款地法律。 Article 101 With regards to the procedures for requesting negotiable instrument preservation by a bearer after a negotiable instrument is lost, the law of the place where payment is made shall apply.

第六章 法律责任

CHAPTER SIX LEGAL LIABILITIES

第一百零二条 有下列票据欺诈行为之一的，依法追究刑事责任：

- (一) 伪造、变造票据的；
- (二) 故意使用伪造、变造的票据的；
- (三) 签发空头支票或者故意签发与其预留的本名签名式样或者印鉴不符的支票，骗取财物的；
- (四) 签发无可靠资金来源的汇票、本票，骗取资金的；
- (五) 汇票、本票的出票人在出票时作虚假记载，骗取财物的；
- (六) 冒用他人的票据，或者故意使用过期或者作废的票据，骗取财物的；
- (七) 付款人同出票人、持票人恶意串通，实施前六项所列

行为之一的。

第一百零三条 有前条所列行为之一，情节轻微，不构成犯罪的，依照国家有关规定给予行政处罚。

Article 102 Criminal liability shall be investigated and prosecuted where there is any of the following dishonest conduct:

1. The forging or altering of negotiable instruments;
 2. The deliberate use of a forged or altered negotiable instrument;
 3. The issuing of overdrawn checks or the deliberate issuing of checks whose signature or seal is not consistent with the signature or seal submitted as a sample.;
 4. The issuing of drafts or promissory notes without reliable funding in order to defraud others of their money;
 5. The including by the drawer of fraudulent content in the draft at the time of issuance in order to defraud others of their property or money;
 6. The use of negotiable instruments belonging to others or the deliberately use of negotiable instruments which are expired or otherwise invalid in order to defraud others of their money;
- or
7. A payer has collaborated with the drawer or bearer to commit one of the aforementioned illegal acts.

第一百零四条 金融机构工作人员在票据业务中玩忽职守，对违反本法规定的票据予以承兑、付款或者保证的，给予处分；造成重大损失，构成犯罪的，依法追究刑事责任。

Article 103 Where one of the aforementioned violations is committed but the case is not serious enough to constitute a crime, administrative penalties shall be imposed pursuant to relevant national regulations.

由于金融机构工作人员因前款行为给当事人造成损失的，由该金融机构和直接责任人员依法承担赔偿责任。

第一百零五条 票据的付款人对见票即付或者到期的票据，故意压票，拖延支付的，由金融行政管理部门处以罚款，对直接责任人员给予处分。

Article 104 Where the personnel of relevant financial institutions commits employee malfeasance by accepting, making payment on, or providing guarantees to negotiable instruments which violate the provisions of this law, said personnel shall be punished. If serious losses are incurred and the case is serious enough to constitute a crime, they shall be investigated and prosecuted for criminal liability.

票据的付款人故意压票，拖延支付，给持票人造成损失的，依法承担赔偿责任。

In the cases where losses have been incurred by the parties to negotiable instruments as a result of the aforesaid acts of

personnel of financial institutions, the financial institutions and persons directly responsible shall be held legally liable to provide compensation.

第一百零六条 依照本法规定承担赔偿责任以外的其他违反本法规定的行为, 给他人造成损失的, 应当依法承担民事责任。

Article 105 In the case where when the payer deliberately retains negotiable instruments payable on demand or negotiable instruments which have reached their date of maturity in order to delay payment, the payer shall be fined and penalties shall be imposed on the person or persons directly responsible by the financial administrative departments.

Where losses are incurred by bearers as a result of deliberate retaining of instruments and delay of payment by the payer, the payer shall be held liable to provide compensation.

第七章 附则

Article 106 With regards to acts other than those which carry liability to provide compensation pursuant to the provisions of this Law but which nonetheless cause others to incur losses, the offending individual shall be held legally liable.

第一百零七条 本法规定的各项期限的计算, 适用民法通则关于计算期间的规定。

CHAPTER SEVEN SUPPLEMENTARY PROVISIONS

按月计算期限的, 按到期月的对日计算; 无对日的, 月末日为到期日。

第一百零八条 汇票、本票、支票的格式应当统一。

票据凭证的格式和印制管理办法, 由中国人民银行规定。

第一百零九条 票据管理的具体实施办法, 由中国人民银行依照本法制定, 报国务院批准后施行。

Article 107 With regards to the calculation of various time limits included in this Law, the provisions of the Civil Code regarding calculation time shall apply.

For time limits calculated on a monthly basis, the calculation shall be done using the corresponding day of the month when the instrument matures; in the absence of particular maturity date, the last day of the month shall be regarded as the maturity date.

第一百一十条 本法自1996年1月1日起施行。

Article 108 The format for drafts, promissory notes, and checks shall be unified.

The format and printing method for negotiable instruments

shall be regulated by the People's Bank of China.

Article 109 Specific implementation procedures for negotiable instrument administration shall be formulated by the People's Bank of China on the basis of this Law and submitted to the State Council for approval.

Article 110 This Law shall go into effect as of January 1, 1996.