

# 汉英对照 商用文书范例

(附英汉词汇表)

毛信豪编



上海译文出版社

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# 代 序

这部《商用文书范例》内容紧凑,充实,且一应范例均采自作者多年从事的银行实际工作而非虚拟,因而致用性极强。汉英对应并排,要言不烦,惜墨如金,后附英汉词汇表,既有索引功能,又可作为一部小词典用,此种编书方式所体现的求实精神,我以为不管是从商还是治学,都是很需要的。另外,本书内容固然直接惠及从事商贸工作的职业人士,对于研究各种特定体裁英汉、汉英互译的学界中人,也必有裨益。

《商用文书范例》一书的缘起,可能与作者毛信豪兄 1995 年 4 月 17 日应邀到复旦大学讲学有关。改革开放以来,学外文的青年对商贸知识的需求日殷,而经济、管理、贸易、金融等专业的学生则深感外文基础功(包括互译基本功)方面的训练较为欠缺。复旦大学考虑到学生上述两方面的需要,决定物色几位既熟悉国际惯用程式的商用文书,又有出色英汉互译能力的讲员。毛信豪兄符合这样的条件,又是复旦校友,遂顺理成章地入选。那天演讲,我有幸向听众介绍毛兄,并助他演示投影,记得座中师生曾如何以浓厚的兴趣听他的一席经验之谈后又如何兴犹未尽地提问不断,要拜他作函授导师。自此,他大概就有了编写这本书的想法。

作者毛信豪兄向来做事勤奋。50 年代,我和毛兄曾在复旦外文系英语专业同学两年,清晰记得他那种严格律己的意志力量。宿舍里,别人留恋热被窝贪睡,他独早起,洗冷水浴,

举杠铃，练臂力，真正实践着“劳其筋骨”的古训。后来，英文系的几名优秀生被外交、新闻部门选中，调往北京改学东方语，毛兄便是其中一位。以他的专注、执着和勤奋，他的东语学得和西语一样出色，毕业后被委以重任，长期在京工作。二十年前，他随嫂夫人（原为侨生）移居香港，经过艰苦奋斗，终以优异成绩考入某家外资银行并逐步升任高级职员。事业有成的毛兄不忘故旧，他斥资帮助当年中学的老师，给母校复旦捐款，把独子送回大陆学中医，香港回归之后，更是每次在信封和信纸上不厌其烦地写上“寄于香港特别行政区”。可以说，这本《汉英对照商用文书范例》在上海译文出版社出版，是作者勤奋、执着和怀旧的一种逻辑结果。

但愿读者多多得益于这本书。

陆谷孙

1998年6月

## 声 明

本书收编的各份协议、合同及文件, 仅供参考, 所述公司企业名号和业务项目等均属虚构, 谨请垂注。差错遗漏之处, 欢迎批评指正。

编 者

# 汉英对照商用文书范例

(附英汉词汇表)

# 一、贷款协议

## 贷款协议

借 方: 合资企业酒店

贷 方: 银行

贷款金额: 最高为\_\_\_\_\_元

用 途: 兴建合资企业酒店

年 期: 自本贷款协议签署日起为期\_\_\_\_\_年

宽 限 期: \_\_\_\_\_年

利 息: 利息按新加坡银行同业\_\_\_\_\_或\_\_\_\_\_个月期拆  
息率加\_\_\_\_\_的年率计算, 于每个利息期末付交。

贷款生效: 提交齐下述担保条款规定各件后本贷款即于生效,  
本贷款可以自生效日起\_\_\_\_\_个月内提用, 但无论如  
何不能晚过\_\_\_\_\_。每笔提款须为  
元的倍数, 最少提款额为\_\_\_\_\_元, 并须至少提

# Chapter 1

## Loan Agreement

### LOAN AGREEMENT

**Borrower:** A Joint Venture Hotel

**Lender:** A Bank

**Facility/Amount:** A Loan of up to \_\_\_\_\_ Dollars

**Purpose:** To finance the construction of the Joint Venture Hotel.

**Term:** \_\_\_\_\_ years from the date of signing of this Loan Agreement.

**Grace period:** \_\_\_\_\_ years

**Interest:** To be charged at \_\_\_\_\_ per annum over \_\_\_\_\_ or \_\_\_\_\_ months SIBOR and payable at the end of each interest period.

**Availability:** Upon completion of the underlisted Security Documentation, this loan will be available over a period of \_\_\_\_\_ months from the date the security documentation is completed but not later than \_\_\_\_\_. Drawings shall be made in integral multiples of \_\_\_\_\_ with a minimum of \_\_\_\_\_



前\_\_\_\_个营业日递交贷方认可的提款通知书。

还 贷：分\_\_\_\_期，每季为一期，自本贷款协议生效日起\_\_\_\_个月或上述合资企业开始营业后\_\_\_\_个月，两者中之较早者开始还贷直至还清。

提前还贷：提前还贷只限在付息日受理。提前还贷金额继后不得再提用。用酒店项目营业所得款额提前还贷免收罚款；用他处借来款提前还贷，则一律索收提前还贷额\_\_\_\_的罚款。提前还款额按还款期次倒序列账递减借款额。

担 保：1. 合资企业酒店须向贷方出具一份经国家外汇管理局批准的不可撤销及无条件担保书；

2. 合资企业酒店各股东须向贷方签署出具投资协议书，同意酒店项目建筑成本费超支时保证各自相应追加投资；

3. 合资企业酒店向贷方出具承诺书，承诺事先未征得贷方书面同意，不出售或改变各股东对合

\_\_\_\_\_ subject to satisfaction of the Lender with submission of at least \_\_\_\_ business days' prior written irrevocable drawdown notice acceptable to the Lender.

**Repayment:** To be repayable by \_\_\_\_ quarterly installments commencing on the earlier of \_\_\_\_ months from the date hereof or \_\_ months after the said Joint Venture goes into operation.

**Prepayment:** Prepayment is only permitted on interest payment date with prior written notice. No amount prepaid shall be allowed for subsequent redrawing. Prepayment effected from internally generated cash flow is acceptable without penalty. Prepayment effected with external borrowings shall be subject to a prepayment fee of \_\_\_\_\_ flat on amount prepaid. The prepaid amount will be applied in inverse order of maturity.

**Security:** 1. An irrevocable and unconditional guarantee from the Joint Venture Hotel supported by an approval from the State Exchange Control Authority.

2. A funding agreement from shareholders to meet construction overruns with respect to the Hotel project.

3. A letter of undertaking to the Lender from the Joint Venture Hotel not to dispose of or

资酒店的控股率；

4. 借方须向贷方出具一份不抵押函，保证在未征得贷方书面同意前，不抵押酒店任何资产。

其他条款：1. 除了本地金融机构提供的当地货币流动资金贷款外，在未征得贷方同意前，不得向境外其他银行告借。本贷款应与当地货币贷款有均等机会，即借方的任何还贷、提前还贷和利息付款应按比例由贷方及提供当地货币贷款的当地金融机构分享。贷方应与提供当地货币贷款的当地金融机构签署附带协议，详细规定在分享借方的还贷提前还贷及利息付款时贷方和当地金融机构应享有的均等机会；

2. 除非贷方已经明确同意，否则不得在还清贷款付足利息前向各股东派发任何股息；

change its shareholding without Lender's prior consent in writing; and

4. A letter of negative charge to the Lender from the Borrower to undertake not to charge any of Hotel assets without Lender's prior written approval.

Other Conditions: 1. No other external bank borrowing will be allowed other than the local currency working capital loan by local bank(s) without the approval from the Lender. This loan shall rank *pari passu* with that local currency financing, hence any repayment, prepayment and interest payment from the Borrower shall be on a *pro-rata* basis shared by the Lender and the local lending institutions. A side agreement is to be concluded between the Lender and those local lending institutions detailing the *pari passu* status in such sharing as mentioned hereinabove;

2. No dividend distribution is permitted to shareholders prior to the full repayment hereof unless express approval has been granted by the Lender;

3. 在提用第一笔贷款前,借方应提供详尽和最新的进度表、施工预测及提款计划等;

4. 借方须按年但不迟过每财政年度结束后\_\_天向贷方提交经审核年度财务报表及按季提交管理账。

承 诺 费: 承诺费自本贷款协议签署日起按\_\_\_\_年率自尚未提用贷款额计收,按季交付。

销 费: 须提前\_\_银行营业日书面通知贷方,并缴付撤销贷款金额\_\_\_\_的撤销费。

费 用: 本贷款所有文件的准备、磋商、翻译、签署等所需一应零杂费用,包括但不限于律师费、印花税、估价费、印刷费及有关人员旅差费等均由借方负责支付。

3. The Borrower is required to furnish to the Lender detailed and updated progress chart, construction estimates and facility drawdown schedules prior to the first drawdown; and
4. The Borrower is required to provide the Lender with annual audited financial statements on a yearly basis not later than \_\_\_\_\_ days after the end of the fiscal year as well as management accounts on a quarterly basis.

Commitment Fee: \_\_\_\_ per annum on the undrawn loan amount commencing from the date of signing hereof and payable on a quarterly basis in arrears.

Cancellation Fee: Subject to \_\_\_\_ day prior notice in writing to the Lender and a cancellation fee of \_\_\_\_ on the amount cancelled should be payable.

Expenses: All out-of-pocket expenses incurred by the Lender, inclusive of but not limited to the legal charges, stamp duty, valuation fees, printing costs, travel expenses in respect of preparation, negotiation, translation and execution of this Loan Agreement shall be payable by the Borrower.

**税 赋：** 本贷款项下所有本金、利息及其他一应收费须悉数还付贷方，若被扣除任何税款、征税、进口税、关税、任何性质预扣税及其他克扣款等，借方应负责相应补足。

有效法律: 法律

借方代表
贷方代表

签字

签字

日期: \_\_\_\_\_

**Taxation:** All payment of principal, interest and other expenses hereunder shall be made free and clear of all taxes, levies, imposts, duties, charges, withholding of any nature and other deductions whatsoever.

**Insurance:** All risk policy covering the project incourse of construction, issued by an insurance company acceptable to the Lender, is to be lodged with the Lender accompanied by the premium receipt. The same policy is to be replaced in due course by an insurance policy for the full replacement cost of the project when the construction is completed and the Hotel goes into operation.

**Governing:** The laws of \_\_\_\_\_

**Legal Counsel:** \_\_\_\_\_ **Legal Affairs Office**  
**Counsel**

**For and on behalf of**  
**Borrower**

**For and on behalf of**  
**Lender**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

**Date:**



## 二、担保书

致：贷款银行

### 担 保 书

承\_\_\_\_\_银行根据\_\_\_\_\_年\_\_\_\_月\_\_\_\_日由\_\_\_\_\_

(“借方”)与银行所签订贷款协议(“贷款协议”)规定,同意向

借方提供金额最多\_\_\_\_\_的贷款一笔,我\_\_\_\_\_公司

(“担保人”)特此不可撤销及无条件地向银行担保当所述贷款

到期应于还本付息时,按贷款协议各条规定还清贷款,付足利

息及一应收费等,且下列各项亦须生效:

1.(1)若借方违约,不按照贷款协议规定还本付息或交付贷款