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致用商务英语 阅读 (下)

主 编 李 莹 赵秀丽 **企业顾问** 于 欣



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Applied Business English Reading (II)

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教育部 [2006] 16 号文中提出: "要积极推行与生产劳动和社会实践相结合的学习模式,把工学结合作为高等职业教育人才培养模式改革的重要切入点,带动专业调整与建设,引导课程设置、教学内容和教学方法改革。"与之相对应的课程开发方式和课程内容的改革模式是"与行业企业共同开发紧密结合生产实际的实训教材,并确保优质教材进课堂"。"全国高等院校基于工作过程的校企合作系列教材"正是对外经济贸易大学出版社在高等职业教育课程建设领域的最新研究成果。

本系列教材适用于全国高职高专院校英语专业的商务/应用/外贸/旅游等英语方向以及 国际贸易、国际商务或财经类专业的学生;同时适用于全国各高等院校应用型本科英语专业的商务英语方向和国际贸易、国际经济、国际商务及国际工商管理等商科专业的学生。

本系列教材主要呈现以下特点:

1. 体现"基于工作过程"

在我国高等职业教育新一轮课程改革中,我们学习、引进并发展了德国职业教育的一种新的课程模式——基于工作过程的课程模式,指"为完成一件工作任务并获得工作成果而进行的一个完整的工作程序"建立起来的课程体系。

2. 突出"校企合作"

课程体系的"校企合作"以教师和企业人员参与为主体,是"校企合作,工学结合"的人才培养模式发展的必然产物,旨在提高学生的综合能力,尤其是实践能力和就业能力,实现学校教学与工作实践的零距离。

"全国高等院校基于工作过程的校企合作系列教材"的课程方案与传统的课程方案相比,它打破了高等职业教育学科系统化的课程体系,在分析典型职业活动工作过程的前提下,按照工作过程中的需要来设计课程,以突出工作过程在课程框架中的主线地位,整合优化了理论知识与实践活动。教材编写过程中,教师结合自身的教学实践、调研论证和外贸专家对工作岗位的实际要求来安排课程结构和内容,形成了具有特色的基于工作过程的校企合作系列教材体系。

本套教材涵盖三大模块:语言技能类、专业英语类、专业知识类。作者都是本专业的"双师型"教师,不仅具有丰富的语言教学经验,而且具备企业第一线的工作经历,主持或参与过多项国家或省市级相关科研项目,这为本套教材的编写质量提供了有力的保证。

语言技能类

商务英语听说 实用商务英语口语教程 国际商务英语口语实训 致用商务英语阅读(上册) 致用商务英语阅读(下册) 外贸函电与单证实训教程

商务英语函电 旅游英语写作实训教程 商务翻译实务 商务英语口译 英语语法实训教程

专业英语类

外贸交际英语 会展实务英语 酒店实务英语 商务礼仪实务英语 外事接待实务英语

中英文酒店服务实训教程 旅游英语口语 旅游实务英语 中英文导游实训教程

专业知识类

外贸跟单实务 进出口报关实务 报检实务 国际市场营销实务 涉外企业管理实务 生产物流运作实务

集装箱运输实务 国际贸易实务(双语版) 国际货运代理实务 国际商务单证实务 跨文化交际技巧——如何与西方人交往 商务谈判实务(英文版)

值得注意的是,本系列教材不是封闭的,它随着教学模式和课程设置的变化,将不 断推出新的内容,以丰富整个体系。

同时,本套教材均配有辅导用书(练习册)或 PPT 课件等立体化教学资源,供教师教 学参考(下载网址: http://www.uibep.com)。

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前言

随着经济全球化的深入发展,英语作为世界通用语广泛地流行,中国越来越迫切地需要既掌握专业知识又能熟练运用英语的高级人才,这就为商务英语专业的教学提出了巨大挑战。为了适应新形势和高校英语教学的发展,我们编写了基于工作过程的《致用商务英语阅读》教材,尝试着帮助学生有效地提高商务英语理解分析和判断推理能力,扩大学生的专业视野,解决英语学习和就业中出现的相关问题,让更多学生能够富有激情而有效地进行阅读训练,快速提高商务英语中的分析、判断、推理等主要专业实践技能,不断提高专业水平和职业素养,成为既掌握商务知识又能熟练运用英语从事商务活动的复合型商务人才,为国家商贸事业的进一步发展贡献力量。

教材是教学活动得以开展的保证。目前,适合英语教学的商务英语阅读方面的教材比较有限。《致用商务英语阅读》是全国高等院校基于工作过程的校企合作系列教材之一,它力求突破局限,精心选材,力争给广大师生提供更大的教学空间。本书在编写过程中,针对高职高专学生的特点,突出体例新颖,内容翔实,选材典型,图文并茂。从商务工作的实际要求出发,融课堂商务英语教学和商务实际业务为一体,融语言文化知识与具体商务项目为一体,构建了基于工作过程的行动导向内容体系,力求实现教、学、做一体化。

《致用商务英语阅读》是全国高等院校商务英语专业规定系列教材之一,是为适应新的商务环境、培养新型商务人才而编写的实用性商务英语阅读教材。本书是以商务工作过程的工作项目为主线,以学生为教学中心,依据商务工作实际需求开发学习情境,以典型工作环节或场景设计为教学内容,立足于一线商务英语教学实践经验,秉承创新理念、创新组织形式和创新商务素材的宗旨,这种编排有利于课堂商务英语教学,使学生尽可能多地获悉有效的商务资讯,专业术语,掌握相关的商务动态,提高商务英语阅读理解和分析辨别能力。

本书共二十个教学项目,分为上下两册,每册十个项目,从商务接待到后续的各种具体商务活动以及最新的商务动态,几乎涵盖了涉外商务活动的全部内容,融合了各种商务情景,环环相扣,便于学生从整体上把握和理解商务活动的各个环节。同时,本书也由浅入深地为学生提供了各种实用的商务工作情境,从而能够提高学生的实际应用英语去从事涉外商务活动的能力。每个项目精选两篇与项目主题密切相关的文章,其中的重要单词和表达法都有所标注和解释,有利于学生在商务情境中学习商务英语的基本词汇及其表达方式。每个项目的第一部分设立了问答竞赛形式的热身部分,就相关表达法展开竞赛,学生可以以个人身份或小组形式来参加比赛,争取在短时间内快速识别出全部表达法。中间部分还安排了文化链接,后面补充了与项目主题相关的表达法,主要用来扩大学生的视野,增长专业知识。练习题的编排也颇新颖和独特,这种趣味性很强的

编排能够充分激发学生的学习热情,调动他们的学习积极性,从而取得良好的教学效果。

本书重视商务知识的学习,专业性较强,同时加强分析、理解和表达能力的培养,突出实用性阅读,提高学生的语言实际应用能力。教材编排以阅读训练为主导,引导学生在较短的时间内快速获取有效的商务信息,深刻理解文章内涵及其作者意图,寓专业文化教育于实用商务教学项目中,充分体现以市场需求和就业为导向。选材突出商务英语语言交际的典型性,全部素材新颖、地道,内容丰富、涉及面广,均采用最近时期发生的商务事件,突出"与时俱进"的特点。同时兼顾了实用性、思想性和可操作性。

本教材的编者都是从事高等院校英语教学工作的优秀教师,有着较为丰富的商务知识和商务实践,主编是李莹和赵秀丽,副主编是李政杰和陈聪。全书共分为 10 个教学项目(Programme),Programme 4、Programme 5、Programme 6 和 Programme 7 由沈阳药科大学的李莹老师撰写,Programme 1、Programme 2、Programme 8 和 Appendix 由辽宁商贸职业学院的赵秀丽老师撰写,Programme 9 和 Programme 10 由沈阳大学的李政杰老师撰写,Programme 3 由沈阳药科大学的陈聪老师撰写,辽宁商贸职业学院的史赫老师和沈阳药科大学的苏婷婷老师负责资料收集和整理,于欣担任企业顾问,沈阳大学的赵康英老师负责主审工作,赵国安负责图片摄制、绘制以及处理工作。感谢所有编者的辛勤劳动,同时,在编撰本书过程中还得到了对外经济贸易大学出版社的编辑和国际友人的大力支持和帮助,我们在此表示衷心的感谢。最后,编者还对所参考的书籍、期刊和网络相关内容的作者表示真诚的谢意。

本书的使用对象是高等院校商务英语专业、国际商务专业、报关专业的学生以及相关专业的学生,本书还适合应用英语从事涉外商务活动的商务工作者、相关专业的从业人员以及广大英语爱好者的培训教材、阅读参考书或者自学教材。由于时间仓促和水平有限,书中错误和疏漏之处在所难免,恳请广大专家和读者批评指正。

编者 2014年1月

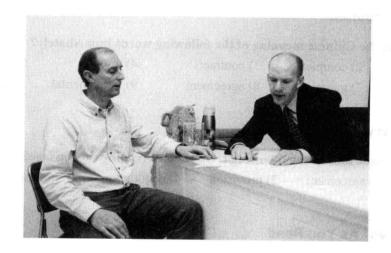
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Programme 1

Concluding a Contract

签订合同



P rogramme Content

In this programme, you will:

- read about a passage on concluding a contract;
- read about a passage on signing a contract is not the end;
- learn the common expressions on business contracts;
- learn the contents and categories of business contracts.

P rogramme Objective

After studying this programme, you should be able to:

- talk about concrete items on business contracts;
- talk about the contract's drawing-up and concluding a contract;
- negotiate on business contracts clauses in the business activities;
- communicate with foreign business partners on the matters of contracts.



Part One Before You Read

O Challenge Yourself

Can you tell us the Chinese meaning of the following words immediately?

- 1) sign
- 2) complex
- 3) contract
- 4) trap
- 5) contain

- 6) confront
- 7) guarantee
- 8) agreement
- 9) fundamental
- 10) specification

Short Survey

Have you got some idea of the following terms before reading the passage?

- 1) contract
- 2) agreement
- 3) provision
- 4) negotiation
- 5) transaction



Part Two As You Read

Passage 1: Concluding a Contract 签订合同

A contract is a legally binding, written agreement signed by two or more parties, which spells out their obligations to each other. Whether it is formal and official looking or



handwritten on a plaint sheet of paper, once it is in force it generally cannot be changed or broken unless both parties agree. Therefore, before you sign a contract, be sure you really need, want and can afford the product or service for which you are signing. Be sure you understand every word it contains. If you do not, get a lawyer to explain it to you.

Regardless of what the contract is for, follow these rules:

* Make sure you get a copy.



- * Deal with only reputable individuals or companies. If you have any doubts, do not sign.
- * Find out if there are any provisions for canceling the contract, and what the provisions are.
- * Be sure you understand exactly what the seller is to do for you, if anything, in terms of guaranteeing the product or service. The term "guaranteed" when used alone, means little or nothing. Be sure the terms and conditions are spelled out clearly.
- * Be sure that all promises made by the seller are written into the contract in addition to all the terms and conditions of the sales. These should include the price, type and model number of every item, the quality and condition of the materials to be used, service obligations and the time of delivery or completion, if applicable.



- * Be sure that all goods, services, or obligations, which you do not want to sign for, are stricken from all copies of the contract and initialed by both parties.
 - * Be sure all blank spaces are filled in.
- * Be prepared to live up to all provisions in the contract, regardless of what the salesperson says.

Never let yourself be pressured into signing. Take your time. Above all, make sure to deal only with reputable businesses. If you have not already done so, be sure to check with the Better Business Bureau for a reliability report.

I. Words & Expressions

- 1. contract n. 合同, 契约 ν . 签合同, 订立契约: 收缩, 缩小 conclude a contract 签订合同 sign a contract 签订合同
- 2. binding n. (书的) 封皮 adi. 对(某人) 有法律约束力的 binding on / upon sb. 对某人有法律约束力
- 3. agreement n. 协定: 协议; 承诺; 合约 work out an agreement 达成协议 a gentleman's agreement 君子协定;绅士协定
- 4. spell out 拼写出来,清楚写出,阐明
- 5. obligation n. 义务,职责,责任 obligate v. (按法律、协议或道义)强迫或要求 做某事 obligatory adj. (按规则、法律或习俗)必须的,强制的
- 6. handwritten adj. 手写的
- 7. plaint *n.* 起诉,诉状;抱怨,诉苦
- 8. afford v. 为(某目的)有足够的钱、时间、地方等(通常与 can、could、be able to 连用)
- 9. contain v. 包含, 含有 container n. 容器, 箱; 集装箱, 货柜

- 10. regardless of 不管,不顾 without regard to 不考虑,不顾 as regards 关于
- 11. have regard to 顾及,考虑到 take regard of 考虑到,顾及 pay regard to 考虑到,顾及
- 12. make sure 保证,务必;查明,弄清楚 be sure 肯定,必定;确信
- 13. reputable adj. 声誉好的, 有名望的 repute n. 名气; 声望; 名誉
- 14. provision n. (法律或协议的)条款,规定
- 15. cancel v. 取消,注销 cancel a contract 取消合同,解约
- 16. in terms of 根据,按照;用……的字眼(措辞);就……而言,从……角度
- 17. guarantee v. 担保, 保证 n. 保修单 guaranteed adj. 有保证的, 有人担保的
- 18. in addition to 除······之外(还) in addition 此外,加之
- 19. applicable adj. 合适,适当 apply v. 应用,运用;适用,适合;申请,请求
- 20. stricken adj. 经受;被打击的,受挫的;患病的
- 21. initial v. 用姓名的首字母签名 adj. 最初的; 开始的; 首字母的 n. 首字母
- 22. live up to 遵守,符合 fail to live up to his principles 没有遵守自己的原则 fail to live up to his reputation 不符个人的声誉
- 23. pressure v. 施加压力, 迫使 (= pressurize 强使某人做某事) n. 压力, 气压, 血压 pressure-cooker n. 压力锅 pressure group 压力集团; 院外活动集团
- 24. Better Business Bureau (美) 商业改善局
- 25. reliability *n*. 可靠,可信 reliable *adj*. 可靠的;可信赖的;真实可信的 *n*. 可靠的人

II. Notes

1. Regardless of what the contract is for, follow these rules.

不管合同的内容是什么,一定要遵循以下原则。

其中,短语 regardless of 的意思是"不管,不顾",后面接名词、代词、名词短语或者从句,此句中的句子 what the contract is for 作 regardless of 的宾语,例如,短语 regardless of the consequences 的意思是"不顾后果",短语 regardless of the danger 的意思是"不顾危险",短语 regardless of the expense 的意思是"不顾代价"。又如,He continued speaking, regardless of my feelings on the matter. (他不顾及我在此事上的感情继续往下说。)

2. Deal with only reputable individuals or companies. If you have any doubts, do not sign.

只和声誉好的个人或公司打交道。如果你有不清楚的地方,那就不要签署。

其中,形容词 reputable 的意思是"声誉好的,有名望的",例如,短语 a highly reputable firm 的意思是"有名气的公司",短语 a highly reputable shop 的意思是"有名气的商店",短语 a highly reputable accountant 的意思是"有名气的会计"。

3. Be sure that all goods, services, or obligations, which you do not want to sign for, are



stricken from all copies of the contract and initialed by both parties.

确保你不想签署的所有货物、服务以及义务都没写入各册合同中,而且要经由双方 签字。

其中,形容词 stricken 的意思是"经受",例如,短语 stricken with cancer 的意思是"患 癌症", 短语 stricken by poverty 的意思是"贫困不堪的"。在句子...which you do not want to sign for...中, which 引导的是非限定性定语从句,修饰前面的先行词 goods, services, or obligations。此外, 在句子 Be sure that all goods, services, or obligations...are stricken from all copies of the contract... +, that all goods, services, or obligations... are stricken from all copies of the contract 是由 that 引导的是宾语从句, 作 be sure 的宾语。

4. Never let yourself be pressured into signing. Take your time. 永远不要强使自己签字。慢慢来。

其中, pressure 是动词, 相当于 pressurize, 固定搭配 pressure/pressurize sb. into sth. /doing sth.的意思是"强使某人做某事",例如,She was pressured into agreeing to a merger. (她被迫同意将公司合并。)又如,He felt that he was being pressured to resign. (他感到有压 力逼他辞职。)此外,短语 take one's time 的意思是"要用多少时间就用多少,不着急", 后面还可以接成分,具体形式为 take one's time over sth. / to do sth. /doing sth., 例如, Take your time—there's no rush. (你用多长时间都行,不着急。)

III. Business Link: Categories of International Business Contracts 国际 商务合同的种类

In international trade, international business contracts are usually divided into the followings:

- 1. Sales Confirmation (售货确认书) /Sales Contract (售货合同) and Purchase Confirmation (购货确认书) / Contract for Purchase (购货合同) —国际货物买卖合同
- 2. Sole Agency Agreement(独家代理协议)、Sole Distributorship Agreement(独家经 销协议)、Exclusive Sales Agreement(包销协议)and Forwarding Agency Agreement(货运 代理合同)—代理合同
- 3. Contract for Assembling (来件装配合同) and Agreement on Compensation Trade (补 偿贸易合同)
- 4. Finance Lease Agreement (融资租赁合同)、Contract of Operating Lease (经营租赁 合同) and Contract for International Leasing Affairs (国际租赁合同)
- 5. A Joint Venture Contract (合资经营企业合同), A Cooperative Joint Venture Contract (合作经营企业合同)
 - 6. Labor Service Contract (劳务合同)
- 7. International Technical Consultancy Service Contract (国际技术咨询服务合同)、 Contract for Technology Transfer and Importation of Equipment and Materials (技术转让和设 备材料进口合同)and Technology Transfer and Technical Assistance Agreement(技术转让

和技术援助协议)

- 8. International Loan Agreement(国际借贷合同)
- 9. Contract for Works of Civil Engineering Construction(国际土木建筑工程承包合同)
- 10. Outsourcing Agreement (外包合同)
- 11. Service Agreement (服务合同)
- 12. Venture Capital Management Agreement(风险投资管理协议)
- 13. Share Transfer Agreement(股权转让协议)



Part Three After You Read

Read and Think

Task 1:	After th	e passage	, you wil	l find 5	questions.	For each	question	there :	are 4	choices
	marked	A, B, Ca	nd D. Yo	u shoul	d make the	correct o	choice.			

1.	A contract is a legally binding,	signed by two or more parties, which spells ou	t			
	their obligations to each other.					
	A. oral agreement	B. written agreement				
	C. not mentioned	D. oral and written agreements				
2.	Regardless of what the contract is for, followed	w the rule of				
	A. Make sure you get a copy.					
	B. Deal with only reputable individuals or	companies. If you have any doubts, do not sign.				
	C. Find out if there are any provisions for car	nceling the contract, and what the provisions are.				
	D. All the above.					
3.	Choose the synonym of the word "guara	ntee" of "Be sure you understand exactly what	t			
	the seller is to do for you, if anything, in terms of guaranteeing the product or					
	service."?					
	A. ensure	B. undertake				
	C. vouch	D. warrant				
4.	Be sure that all promises made by the selle	r are written into the contract in addition to all the	3			
	terms and conditions of the sales, except _					
	A. the price, type and model number of eve	ry item				
	B. the quality and condition of the material	s to be used				
	C. the product or service for which you are	signing				
	D. service obligations and the time of deliv	ery or completion				
5.	Never let yourself be pressured into signi	ng. What does the word "pressure" mean in the	2			
	sentence?					
	A. force B. make	C. let D. have				



Task 2: Fill in the blanks with the words and expressions given in the box. Change the form if necessary.

live up to applicable pressurize provision	guarantee initial spellout stricken regardless of reputable
1. My instructions seem simple en	ough—do I have to them again?
2. Sales have not expect	ations this year.
3. Rescue teams raced to the	ship.
4 here, please.	
5. She was into agreeing	g to a merger.
6. We to deliver within a	a week.
7 how often I correct hi	m, he always makes the same mistake.
8. This part of the form is not	to foreign students.
9. You are well advised to buy you	r car through a dealer.
10. The bill's for the sale	and purchase of land faces stiff opposition from conservative
Read and Translate	
Task 1: Translate the following p	hrases into English.
1. 除之外(还)	2. 遵守,符合
3. 有名气的公司	4. 贫困不堪的
5. 讲清楚, 详细解释	6. 签订合同
7. 有名气的会计	8. 不顾后果
9. 患癌症	10. 没有遵守自己的原则

Task 2: Translate the following sentences into Chinese.

- 1. I shall go regardless of the weather.
- 2. Her statement contained several inaccuracies.
- 3. It was still under guarantee.
- 4. The present law makes no provision for this.
- 5. In addition to the names on the list, there are six other applicants.

O Read and Speak

Task 1: Discuss the following questions with your partner after reading the passage.

- 1. Explain what is a contract in your own words.
- 2. Which rules should be followed when signing a contract?

Task 2: Recite the following paragraph.

A contract is a legally binding, written agreement signed by two or more parties, which spells out their obligations to each other. Whether it is formal and official looking or handwritten on a plaint sheet of paper, once it is in force it generally cannot be changed or broken unless both parties agree. Therefore, before you sign a contract, be sure you really need, want and can afford the product or service for which you are signing.

Passage 2: Signing a Contract Is Not the End 签订合同并不是最后一步 Questions: Discuss the following questions before the passage.

- 1. Have you ever signed any contract? If you have, what contract was it?
- 2. What to be paid attention to when we are going to conclude a business contract?

The final important point about negotiation in the business world is the law of contract. It is generally enforceable in the courts. The position is more complicated in international



business negotiation because of differences in laws and assumed liabilities. But, the courts are a source for remedies if contracts are broken. Suing defaulting contractors is quite common. A sound knowledge of contract law is therefore essential for negotiations drawing up an agreement at the end of a deal.

After a transaction is concluded, a contract is signed by the buyer and the seller. The contract should be

specified the name of commodity, specifications, quantity, unit price, total value, port of loading and destination, time of delivery, payment terms and sometimes other general conditions of sales. All the terms and conditions in the contract should be carried out in all seriousness. Non-performance of contract may rise to disputes and claims. Therefore, it is very important that we should have the contract made out clearly and correctly, and more important, we should abide by it and keep good faith.

However, signing a contract is not the end of a round of, or many-a-round, negotiation but a step in negotiation. A sophisticated negotiator can often take chance to get more. A negotiator should be aware of the following traps set by the counterpart.

Chipping away

Some people will seek a constant stream of small concessions on a wide range of issues, continuing in parallel with the main negotiation on more substantive issues, so they will keep the negotiations open for as long as possible by means of delaying final signature and possibly even continuing thereafter. This can be extremely irritating. They never quite push you too far in one go.

Use threats or an ultimatum to cut the chipping-away if you are in a position of strength.



No matter in what position, confront the other side despite the risk of negotiations breaking down.

Dragging into a very complex deal

As the more complex a deal is, the harder to deal with, some people may like to drag the deal into a complex one and this is an easy job. The complex deals make the other side feel hard to follow and trying to trace interconnections of the various issues is certainly to become a nightmare.



The old KISS adage (Keep It Simple, Stupid) is useful for all of us. Be sure that you know where your point is, then stand fast there and don't obscure the fact of a fundamental difference.

I. Words & Expressions

- 1. enforceable adj. 可强迫的;可实施的;可强制执行的 enforce n. 强迫人服从(法律等); 实施; 执行; 迫使发生
- 2. complicated adj. 结构复杂的, 难于理解的 complicate v. 使复杂化
- 3. assumed adi. 假装的;假定的;被承担的 assume v. 承担,担任;假设,假定
- 4. liability n. 有责任或义务 liability for military service 服兵役的义务 liabilities (pl.) 债务 liable adj. 负法律责任 liable for sth. 对……负法律责任
- 5. sue v. 控告: 提起诉讼 sue sb. for sth. 因······控告······
- 6. remedy n. 治疗(法); 解决方法, 解决良方
- 7. default ν . 不履行, 未支付 fault n. 缺点, 缺陷, 毛病
- 8. contractor n. 订约者: (尤指建筑工程的) 承包人, 承包者 a building contractor 承建商 a firm of defense contractors 军火承包商
- 9. conclude v. 达成(协议等),缔结(条约);结束(讲话) conclude a transaction 达成交易 conclude agreements with 与……达成协议 conclude a deal 达成协议
- 10. specification n. 规格, 规格说明; 详述 specify v. 指定; 详述 the technical specifications of a new car 新汽车的技术规格
- 11. destination n. 目的地 arrive at / reach one's destination 到达目的地
- 12. non-performance *n*. 不履行,不作为 performance *n*. 执行; 履行; 工作; 施行; 表演 perform v. 做; 执行; 履行; 表演 performer n. 表演者, 演出者
- 13. abide by 遵守, 忠于 abide by an agreement 履行协议
- 14. round n. (游戏、比赛等的) 一轮, 一局, 一场, 一回合 many-a-round adj. 多轮的
- 15. trap n. 陷阱, 计策 fall into a trap 落入陷阱, 落入圈套 lay a trap for 为……设下陷阱(圈套) set a trap for 为……设下陷阱(圈套)