

全方位商务英语系列教材

商务实务英语

杨军 编著



对外经济贸易大学出版社

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中国·北京

图书在版编目 (CIP) 数据

商务实务英语 / 杨军编著. —北京: 对外经济贸易大学出版社, 2013
全方位商务英语系列教材
ISBN 978-7-5663-0624-1

I. ①商… II. ①杨… III. ①商务-英语-高等学校-教材 IV. ①H31

中国版本图书馆 CIP 数据核字 (2013) 第 020598 号

© 2013 年 对外经济贸易大学出版社出版发行

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商务实务英语

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山东省沂南县汇丰印刷有限公司印装 新华书店北京发行所发行

成品尺寸: 185mm × 260mm 11.5 印张 266 千字

2013 年 3 月北京第 1 版 2013 年 3 月第 1 次印刷

ISBN 978-7-5663-0624-1

印数: 0 001 - 3 000 册 定价: 22.00 元

PREFACE

前 言

随着经济全球化的到来,我国加入 WTO 后,在国际经济中的地位不断提高,对外开放政策得到进一步贯彻执行,与世界各国间的外经、外贸活动日益广泛。无疑需要大量既懂外贸又熟悉商务英语的符合型人才。本部《商务实务英语》的初衷,主要是为了使读者能够将所学技能更快更有效地应用到工作当中去。

全书共分为十二章,主要以外贸出口实践的一系列环节为主线,从第一章国际贸易实务简介开始,一直到第二章商务信函写作格式,第三章建立业务关系;第四章询盘,报盘与还盘;第五章接受与订货;第六章成交;第七章付款方式;第八章开立及修改信用证;第九章装运;第十章商检及保险;第十一章抱怨,索赔及仲裁以及第十二章其他商贸形式。中间穿插了关于国际贸易术语 2010 通则的最新解释,支付方式和装船单据等必要的业务知识。全书内容丰富,语言规范,融商务理论,商务语言和贸易实务三者为一体,且各章均有贸易术语释义和自我测试。信函与谈判部分,按业务进展顺序,上下文互相衔接,构成了书面谈判和口头谈判两幅完整的生活画卷,并配有录音磁带,使读者一听其声,如临其境,能有效地提高自己的英语听说水平和商贸业务能力。

本书适合从事国际商务工作的翻译、外贸业务员、国际推销员、公关文秘人员、海关工作人员、银行业务员和主管外贸业务工作的厂长、经理以及政府官员用来提高自己的国际商务英语的理论水平、语言知识和业务能力,也可作高等学校英语专业(国际商务英语方向)、国际贸易、国际会计、国际金融、国际经济法、国际旅游、工商管理等专业的硕士研究生教材,或上述相关专业的本科高年级学生的专业英语教材。

在编著过程中,处于对商务知识的考虑,本书作者参考并借鉴了国内外出版的有关书籍和资料,从中获得了很大的启示,在此谨致谢意。

由于作者水平有限,疏漏和错误之处在所难免,恳请各位专家和读者能够海涵,不吝指正,以便将来再版时予以修订。谨此致谢!

杨军

2013 年 2 月

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Chapter 1

Brief Introduction to International Business Practice

“Modern business requires that its sales men be business men in the best sense of the word—men who know the ins and outs of the product or service they are selling...men who can make an intelligent and effective presentation...and most of all, men who have the modern concept of service to the customer.”

—Hugh W. Corurn

I. Introduction

Generally speaking, international trade consists of four different processes: preparatory work, business negotiation, signing of business contract and implementation of the business contract. Prior to doing business, a newly established firm or an old one wishing to enlarge its business scope needs to do some preparatory work. After establishing business relations with foreign companies, exporters may begin business negotiation with foreign counterparts. After business negotiation and having reached an agreement, both parties of a business transaction sign a written contract. Once the sales contract is effectively concluded in accordance with the law, the parties concerned should perform the contract in strict compliance with the stipulations in the contract.

II. Business Preparatory Work

As far as the preparatory work is concerned, the exporter has to be engaged in marketing research abroad so as to be familiar with the local conditions of the market, the opportunities in the overseas market waiting to be developed and the preference and purchasing power of the local customers. More and more exporters become aware that the more information about the potential customers and markets is needed, the greater the desire for such information will be, and the more impetus will be given to marketing research abroad.

Another important aspect of preparatory work is to establish business relations with prospective dealers. The business relations may be established by attending the export commodity fairs, exhibitions held at home or abroad, or through periodicals, advertisements in newspapers, introduction from business connections. At the beginning of establishing business relations, the exporters and importers must go through credit inquiry to avoid being cheated and protect their own interest, mainly through bank reference or through trade reference, i.e. relative companies, chambers of commerce, commercial counselor's offices and professional credit agency. The credit inquiry done for the purpose of establishing business relations is concerned with their financial position or standing, commercial integrity and their relationships with the bank and other companies. Or technically speaking, "six 'C's" are usually mentioned: character, capacity, country, currency, condition.

III. Business Negotiation

The second stage is business negotiation. In international trade, business negotiation has direct influence upon the conclusion and implementation of a contract and plays a basic part in the conclusion of sales contract and has a great bearing on the economic interest of the parties involved. Business negotiation is conducted for the purpose of reaching an agreement and is a process of discussing the relevant terms and conditions of a transaction between the buyer and the seller. It is conducted either by correspondence or by face-to-face talk, and involves various terms and conditions of a sales contract, such as quality, quantity, packing, shipment, insurance, inspection, claims, arbitration and force majeure, etc. Generally speaking, business negotiation consists of four steps: inquiry, offer, counter offer and counter-counter offer (if any), and acceptance, among which offer and acceptance are two indispensable steps for coming to an agreement and concluding a contract.

1. Inquiry

Inquiry is a usual form of invitation to offer involving quality, quantity, packing, shipment, price, asking for samples, catalogues and pricelist etc. to be sent. Inquiry can be of two types: general inquiry and specific inquiry. In a general inquiry, a businessman states clearly all the information he needs—general information, a catalogue, or price list, a sample or sample book, etc. In a specific inquiry, the businessman points out what product(s) he wants. He may ask for a catalogue, a price list, samples, etc., or ask for an offer.

2. Offer

In the course of transaction negotiation, making an offer is a most important step. An offer, a promise of the seller to supply goods on the terms and conditions stated, indicates all the other necessary terms of sales for the buyer's consideration and acceptance. The following rules are required for an offer: An offer is addressed to one or more specific persons; an offer

must be definite; an offer is a proposal indicating the offeror to be bound in case of acceptance by the offeree.

Offers may either be firm or non-firm. A firm offer, also called offer with engagement, is made when a seller promises to sell goods at a stated price and within a stated period of time known as validity period. There are some ways to determine the validity of an offer:

(1) Fixing the latest date for acceptance. For example, “our offer is subject to your reply reaching us before August 20”, “the offer is valid till June 10 our time”.

(2) Fixing a period of time, for example, “our offer remains effective for 10 days”. This kind of method may give rise to disputes for lack of definite starting time of the offer.

(3) Fixing in general terms. General terms like “prompt reply”, “immediately reply”, etc. are indefinite and ambiguous and ought to be avoided.

In a non-firm offer, at times called offer without engagement, the offeror may add one of the following statements on different occasions:

- The offer is subject to change / alteration without notice.
- The offer is subject to the seller’s final confirmation.
- The offer is subject to prior sale.
- The offer is subject to goods being unsold.
- The offer is subject to shipping space available.
- The offer is subject to buyer’s inspection or approval.
- The offer is subject to safe arrival of goods at port of shipment.
- The offer is subject to import license.
- The offer is subject to market fluctuation.
- The offer is subject to immediate acceptance by fax.

3. Counter Offer and Counter-Counter Offer

Generally speaking, after receiving a firm offer or non-firm offer, the offeree won’t accept it offhand and unconditionally unless the offer is quite reasonable and to his satisfaction. Usually, the buyer tends to make a very careful analysis and study of the offer and the current market situation, and suggests some changes in the terms and conditions in the offer made by the seller. If so, the buyer will state his own terms and conditions to the seller. We call this reply from the offeree to the offeror with revised, restrictive or additional terms and conditions counter-offer. Once the counter-offer is made, the original offer will be invalid, and the business will be on the basis of the counter-offer.

When receiving the buyer’s counter-offer and finding some terms and conditions unsatisfactory and even unacceptable to him, the seller will state his own opinions in a letter, which is called counter-counter offer. In international trade practice, the finalization of a business has to go through a series of counter-offers and counter-counter offers.

4. Acceptance

In international trade, the acceptance or a confirmation is indispensable for the conclusion

of business and the signing of a contract. It is actually an unreserved assent or commitment of the buyers or sellers who are willing to enter into a contract in accordance with the terms and conditions agreed upon after preliminary mutual negotiations.

An effective acceptance must have the following qualities or prerequisites:

(1) An effective acceptance is based upon the buyer's complete acceptance of the firm offer, or the seller's confirmation of the buyer's acceptance of a non-firm offer, or the seller's acceptance of the buyer's counter-offer or the buyer's firm order or firm bid with the seller.

(2) An acceptance is effective only when the offer is between the offerer and the offeree. The acceptance of the offer by any third party is not binding upon the offerer.

(3) An acceptance is effective only when the acceptance is made within the validity of the offer or within a reasonable time period.

(4) An acceptance is effective only when the offer or order is confirmed in written form.

After acceptance and confirmation, a sales contract is made out. It is in the nature of an effective contract that:

- it must be an agreement freely entered into without any duress or undue influence;
- the parties must have legal capacity or enter into an agreement;
- it must be something that the law will uphold and treat as binding on both parties.

Hence, in accordance with relative Chinese practice and laws, Chinese export and import companies are required to sign a written contract stipulating rights and responsibilities of the parties concerned with foreign counterparts. After being signed by both parties, a contract will become a formal legal document binding upon both parties. So a contract is an agreement, enforceable by law, by which both the buyers and the sellers mutually agree to carry out a trade concluded. Once the contract has been signed, both parties must abide by the contract and keep good faith.

IV. The Performance of an Export Contract

Both parties shall hold joint responsibilities for the performance of the contract. The basic obligations the seller shall execute are to deliver the goods, hand over any documents relating to them and transfer the property in the goods as required by the contract. The goods that the seller must deliver are of the quantity, quality and description required by the contract and are contained or packaged in the manner required by the contract.

The performance of contract can be divided into performance of export contract and performance of import contract. Most of the export contracts in China are on CIF or CFR basis payable by credit. The performance of export contract usually goes through the process of goods preparation, inspection application, reminding of L/C issuance, examination of and amendment to L/C, chartering, space booking, shipment, documents preparation for payment negotiation and settlement of claims (if any).

1. Goods Preparation

During the preparation, the goods should be checked according to the contract in order to ensure that the quality, specification, quantity and the packing are in exact conformity with the contract or L/C. The time for the preparation should agree with the shipping schedule.

2. Inspection Application

All import and export commodities must undergo inspection procedures. Inspections are to cover quality, weight, quantity and packing of the commodities, and are to be carried out in accordance with the stipulations of the stated terms and conditions laid down in foreign trade contracts. So any commodities should be applied for the inspection with the State General Administration for Quality Supervision and Inspection and Quarantine (AQSIQ), and will be released only after the issuance of inspection certificate by the AQSIQ concerned. Normally the inspection certificates issued by AQSIQ are to be taken as final and binding upon both parties. So inspection certificates are legal basis not only for delivery and payment but also for claims and settlement of claims.

3. Reminding, Examination of and Amendment to L/C

Usually the buyer will issue the L/C as required by the contract on time if both parties of the contract agree on the terms of payment by letter of credit. The buyer, nevertheless, would delay the establishment of the L/C due to some reasons, in this case, the buyer should be urged to expedite the opening of credit. In order that the payment will be collected safely and that the contract will be performed smoothly, the L/C should be examined carefully as contracted. In practice, the L/C is jointly examined by both the bank that will lay the emphasis on the examination of the political backgrounds, credit standing and payment obligations and the exporting company who will focus on the examination of the conformity of the L/C content with the contract. After receipt of the L/C and upon perusal, should any clauses therein are not in agreement with the terms and conditions of the contract, the bank or the exporting company will itemize the discrepancies and asks the party concerned to make amendments as instructed with the least possible delay.

4. Chartering, Space Booking and Shipment

In performing contracts on CIF or CFR basis, the seller has to fulfill the obligation of chartering or space booking. Chartering is required for commodities of large quantity needing full shipload; while for commodities in small quantity which do not need full shipload, space booking will be required.

The effectuation of shipment signifies that the seller's fulfillment of the obligation to make delivery of the goods. Usually, the consignor, carrier and consignee are the three parties involved in shipment of goods. The bill of lading, an essential document in making shipment, serves as a receipt of goods signed by the shipping company(carrier) and given to the consignor and is also a contract of carriage between the carrier and the consignor. With the expansion of international trade, the container service has now become quite popular.

If the nature of the goods permits and provided that appropriate stipulations have been laid down in the contract or L/C, the seller may choose to make several partial shipments. In case where direct sailing from one port to the other is unavailable, transshipment is necessary. As such, the stipulation “transshipment is allowed” should be laid down in the L/C and in the contract. After the shipment, the seller will send the shipping advice and dispatch the shipping documents.

5. Customs Clearance

Customs Clearing Forms will be completed for the exported commodities when the exporting companies go through the customs declaration formalities, and contract copy, invoice, packing list, weight memo, inspection certificate, export license and other documents will be furnished when necessary. Only after the goods and all the documents are examined and error free, can shipment be effected by the shipping company.

6. Insurance

The international trade is subject to many risks. Ships may leak, sink or collide, consignments may lose or be damaged in transit. So all experienced exporters or importers should be aware of these risks and insure themselves against many of these risks so that neither the exporters nor the importers suffer any loss or damage.

For all the CIF export contracts, the seller shall, before the shipment, effect insurance with the insurance company. What the insurer shall specify at the time of effecting the insurance includes the name of the goods, insurance amount, shipping line, sailing date and insurance coverage.

The most commonly used document in marine insurance is the insurance policy between a party who agrees to accept the risk (the insurer) and a party seeking protection from the risk (the insured). In certain circumstance it is possible to use an insurance certificate that is used as evidence of insurance. However, it does not have the legal standing of a policy, so it must be backed by or ultimately replaced by a policy.

7. Documents Preparation for Negotiation

After the shipment, the exporting company shall prepare and present all kinds of documents required by the L/C, within the validity of the L/C, to the bank for negotiation. All the documents presented must be correct, complete, prompt, concise and clean. Only after the documents are perused to be in exact conformity with the L/C can the issuing bank effect payment. Any discrepancies in the documents shall cause the bank to disregard payment.

8. Claims and Adjustments

Well and carefully planned work on the part of all parties concerned is required in the performance of a contract. Despite this, inconvenience, damage or loss will sometimes arise. Complaints or claims in the performance of sales contracts are trade complaints or claims made by the seller with the buyer for refusal or delay in the establishment of letters of credit, or for unjustifiable default.

If a complaint or claim has to be filed, the matter should be investigated in detail and the details should be laid before the party charged, accompanied by an authentic surveyor report. The facts must also be presented in a clear, orderly and logical sequence.

In the performance of the sales contracts, the exporting companies sometimes have to handle complaints or claims from the buyers. When dealing with a complaint or claim, the exporting company must determine whether the complaints or claims resulting from poor or inferior quality, wrong dispatch of goods, short, late, damaged or missing shipment, etc. are genuine. If it is justifiable, the exporting company is requested to admit it readily, express his or her regret, promise to grant the claim and try to restore the customer's faith. If the complaint or claim is just but an excuse, point this out politely and in an agreeable manner by explaining the reasons for the rejection carefully. In short, settling a claim in a fair, efficient, and rapid way is not so easy, and it needs patience, evidence and knowledge.

V. The Performance of an Import Contract

The basic responsibilities that the buyer shall implement are to make payment for the goods and take delivery of them as required by the contract. If the buyer is not bound to pay at any other specific time, he must pay it when the seller places either the goods or documents controlling their disposition at the buyer's disposal in accordance with the contract. In the case of import contracts on FOB and L/C basis, the performance usually goes through the process of credit issuance, vessel dispatch for taking over deliveries, insurance, examination of documents, payment, customs clearance, check and acceptance of the goods and claims for the imports (if any).

1. L/C Issuance

If payment is to be effected by L/C, the importing company, after signing the contract, shall go through the formalities of L/C establishing by completing the L/C application form in accordance with the stipulations of the contract. The L/C should agree with the terms and conditions of the contract. If the contract requires the L/C to be issued after the shipment date is determined, the L/C shall be issued after the related notice is received from the seller. If the L/C shall be issued after the seller has got the export license or paid the performance bond, the L/C shall be issued after receipt of the related notice.

2. Vessel Dispatch for Taking over Deliveries

The buyer, under FOB, is to dispatch ship to the port of shipment for taking over the cargoes, and after the formalities of ship chartering or space booking are gone through, notify the seller of the ship's name and the sailing date within the contracted period of time. The seller is required to send a shipping advice to the buyer the moment the shipment is made so as to make it possible for the buyer to effect insurance and take delivery of the goods in time.

3. Insurance

Under FOB and CFR, open policy is signed with PICC for goods imported in China. The

formalities of insurance effecting for each lots of imports shall be deemed as being completed upon the time when the insurance company has received the notice indicating the name, the No. of B/L, the date of sailing, the name and quantity of the commodities, port of shipment and port of destination, etc.

4. Other Aspects of Performance of an Import Contract

Besides the above mentioned, the performance of an import contract also includes some other processes: examination of documents and payment, customs clearance, check and acceptance of the goods and claims for the imports (if any). As far as the liability is concerned, complaints or claims for imports fall into three categories:

- trade claim made by the buyer against the seller (the most common form of claim);
- transportation claim made by the buyer with the shipping company;
- insurance claim made by the buyer against the insurance company.

Notes and Exercises

Notes

1. **commodity fair**: a large commercial and industrial exhibition where buyers and sellers of a particular group of commodities meet to do business. 商品交易会
2. **bank reference**: statement made by a bank about a person's or entity's character or abilities. 银行征信
3. **chamber of commerce**: a group of local businessmen who meet to discuss problems that they have in common and to promote economic cooperation and development. 商会
4. **counselor**: adviser, on legal matters, of an embassy, legislation. 顾问, 法律顾问, 大使馆的参赞
5. **credit agency**: credit bureau, i.e. company which reports on the creditworthiness of customers to show whether they should be allowed credit. 征信所, 信用调查所
6. **six C's**: the six principles of credit enquiry reflecting the financial status of an exporter or importer, i.e. character, capacity, capital, country, currency and condition. 六C原则, 指信用调查中反映进(出)口商资信情况的六个方面: 商业道德, 经营能力, 资本, 国别, 货币和市场供需情况。
7. **force majeure**: something which happens and which is out of the control of the parties who signed a contract (such as strike, storm, war). 不可抗力
8. **duress**: constraint by threat; coercion. 束缚
9. **negotiation**: discussion of terms and conditions to reach an agreement; an exchange

for money. 谈判, 议付

10. **chartering**: act of hiring ship space for special purpose. 租船订舱

11. **customs clearance**: document given by the customs to a shipper to show that customs duty has been paid and the goods can be shipped. 海关放行, 结关

12. **insurance policy**: document which shows the conditions of an insurance. 保险单

Exercises

Comprehension Questions

1. What are the four basic phases of international trade practice?
2. As far as the preparatory work of international trade is concerned, why is marketing research is of vital importance?
3. What is the purpose of credit inquiry?
4. What influence does business negotiation have upon the conclusion and implementation of a business contract?
5. What is the difference between general inquiry and specific inquiry?
6. What is required of an effective offer?
7. How to determine the validity of an offer?
8. What prerequisites must an effective acceptance meet?
9. What steps are there in the performance of sales contract?
10. How should a letter of credit be examined?
11. How to go through the export customs clearance?
12. How should the claims be dealt with?
13. What steps are there in the performance of import contracts?
14. When shall the letter of credit be issued?
15. How will you classify the claims for imports as far as the liability is concerned?

Chapter 2

Business Letter-writing

“No nation was ever ruined by trade.”

—Benjamin Franklin

I. Introduction

Today almost all the business communities recognize with one consent the significance of essential communicating skills, for all business activities rely on the satisfactory exchange of information.

Commercial communication, which is a vital factor in making the circle of business run efficiently, may adopt a number of forms, inclusive of letters, memos, reports, resumes, and printed forms that are employed for specific purposes. The objectives are to secure complete understanding between the parties involved, and draw out the responses required. As the business letter is most frequently used in commercial communication, to write effectively, you should be familiar with and follow certain essential qualities of business correspondence, which can be summed up in the Seven C's, i.e. Clearance, Conciseness, Courtesy, Consideration, Completeness, Concreteness and Correctness.

II. Principles of Good Communication

1. Clearness

You must express yourself clearly to make sure that the message conveys exactly what you wish to say and is not liable to misunderstanding. Avoid vague and ambitious expressions.

When you are certain about what you want to say, express it in plain, simple words, or present it in well-constructed sentences and paragraphs, and include necessary transitional words or expressions to link them up. Good, straight-forward, and simple English is what is needed for commercial correspondence.

Lack of clarity indicates that you are uncertain, confused, or insincere. It is, in most cases, due to careless use of words or syntactic and contextual faults.

2. Conciseness

Clarity and conciseness often go hand in hand in commercial correspondence. Conciseness needs to include any information that is to the point, but to leave out those statements that do not bear on the subject. In other words, the true sense of conciseness lies in that you say everything that must be said out but do not waste your reader's time in words or phrases that can be spared. Say things briefly but completely without sacrificing clarity or courtesy. To achieve conciseness of your letter-writing, try to keep your sentences short, avoid unnecessary wordiness or repetition, and eliminate excessive details.

Paragraphing carefully can make a business letter clearer, easier to read and more attractive to readers. It is a good rule to confine each paragraph to only one point or topic.

3. Courtesy

Courtesy in letter-writing refers to employing good human relation skills. It consists, not in using polite phrases, such as "your esteemed order", "your kind enquiry", etc., but in demonstrating your consideration for your correspondent. Treat the reader with respect and friendliness and sincerity, and be tactful, thoughtful and appreciative.

Avoid irritating, offensive or belittling statements. Answer letters promptly, for punctuality will please your recipient who hates waiting for days before he obtains a reply to his letter. Sometimes, discrepancy may occur in business, but with diplomacy and tact it can be overcome and settled without ill-will on either side. Never show your anger in a business letter.

And you must also adopt the right tone. Before you begin to write, think carefully about the way in which you want to influence your customer. Ask yourself, "What do I write this letter for?" and then express yourself accordingly, being persuasive, apologetic, firm and so on. The right tone must arouse good will, warmth and interest in your reader.

4. Consideration

Consideration is another rule of good business writing. The letter you send out must create a good impression. Put yourself in your reader's shoes. Try to imagine his reaction to your letter, that is, consider how he will feel about what you write. Plan the best way to present the message for your reader to receive. Try to imagine you are receiving rather than sending the letter. Emphasize the "You" attitude rather than "I" or "We" attitude. The "You" attitude simply means that you should show respect for your reader's feelings and attitudes. If you have the reader's interests in mind, you will be able to write clearly so that no misunderstanding will emerge. The "You" attitude requires that you should make the "reader-centeredness" obvious in the very wording of the letter, and this calls for special effort on your part.

One more point is, try to understand and respect your reader's point of view and resist the temptation to reply as if you could not be in the wrong. If your correspondent sends you a rude