

凌华倍 唐德荣 编著

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ON
FOREIGN
TRADE
AND
ECONOMICS

外经贸英语
函电与谈判

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中国对外经济贸易出版社

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前 言

我国实行对外开放政策以来,对外经济贸易有了很大的发展,对外往来日益频繁,大大地促进了我国社会主义经济的发展。为了适应对外经济贸易发展的形势,普及外经贸业务知识,提高外经贸工作者的英语水平,对外经济贸易部人事教育劳动司、上海对外贸易学院、中央广播电视大学联合在中国教育电视台开设《外经贸英语函电与谈判》课程,并同时发行教学录像带、录音带和文字教材,提供具有高中程度或相当于高中程度的同志学习使用。

本教材共十八课,分上、下两册。课文内容侧重于外贸业务实例,并按外贸交易程序排列。每课包括信函两封、词汇、常用词汇、典型句例、注释及练习等六个部分,每两课插有会话。对于课文内较难的句子,在注释中简要地讲解语法。学员在学完本教材后,能基本掌握一般外贸业务术语,撰写简单的外贸信件、电报及电传,并与外商进行一般的业务会话。

本书函电部分由上海对外贸易学院凌华倍副教授编写,张春铁副教授审阅;会话部分由上海对外贸易学院唐德荣副教授编写,美籍教师马海迪女士审阅。卢安东同志协助教材的清稿工作。

编写过程中,得到了上海对外贸易学院王钟武院长、陈忠培院长助理和对外经济贸易部人教劳司干训处刘德标、叶子健及中央电大朱茂源、王毅等同志的协助,他们对教材内容还提出了建议和补充。

由于编写时间仓促,错误和缺点在所难免,希望经贸界专家、学者和使用本书的同志提出意见,以便今后补充修订。

经贸部人教劳司
上海对外贸易学院
中央广播电视大学

1991年8月

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Lesson Ten L/C Amendment & Extension

第十课 信用证的修改和展期

对外贸易使用信用证作为支付方式为最多。出口人收到进口人开来的信用证之后,首先应对信用证内容对照买卖合同并根据《跟单信用证统一惯例》逐项进行严格和认真的审核,基本要求是信用证条款应与合同规定一致。这一步骤很重要,因为两者之间如有差异,就有可能给出口商造成许多麻烦,以至经济上的重大损失。因此,在审证时如发现信用证条款与合同规定不符,或一些先前未经出口人同意的特殊条款,出口人必须要求进口人修改,直至与合同规定相符或可以接受为止。在出口业务中,由于客户或开证行工作上的疏忽或差错,或由于某些商人在开证时,为了攫取额外利益而故设陷阱,以至信用证的内容与合同规定不符,这种情况并非少见。因此,认真做好信用证的审核工作是非常重要的。

出口人收到信用证修改通知书后,必须再经审核,确认无误后,才能发运货物。修改信用证一般由出口人向进口人提出要求。但在个别情况下,出于某种原因,进口人也有主动要求修改信用证的。如果信用证是不可撤销的,必须征得出口人的同意;如出口人拒绝接受,应及时将修改通知书退回通知行;

此时,开证银行仍须按原证承担付款责任。

信用证一般有三个“期限”,即交货期,议付有效期和交单期。信用证的议付有效期同交货期应有一定的间隔,以便交付货物后有足够时间办理制单议付工作。

如果信用证只有有效期而无交货期,按惯例信用证的最后议付到期日就是最后交货日。交单期是指限定卖方必须在运输单据出单日期后若干天内向银行交单议付的日期。按惯例,如信用证未规定交单日,则出口人必须在不迟于运输单据出单日期后二十一天向银行交单。信用证如未规定有效期(到期日),按惯例这是无效信用证,不能使用。

在出口业务中,有时由于未能及时将货物备妥待运或其它原因,未能及时交货,则必须要求国外进口商展延信用证的交货期和有效期,而且应在收到银行的展期通知后,方能发货。

Shanghai Machinery & Equipment Imp. & Exp. Corp.

Shanghai

China

11th September, 19..

James Smith & Co.

23 Granville Court

Los Angeles

U. S. A.

Dear Sirs

We are in receipt of your letter of the 1st September, 19.. informing us of the establishment of your L/C No. A-894 against our S/C No. 90-US1064. The L/C in question has just come to hand. However, we regret to have found that there are certain clauses which do not conform to those of the contract. Hereby we list the discrepancies for your attention.

- 1) The name of the beneficiary should read "Shanghai Machinery & Equipment Imp. & Exp. Corp. ", instead of "Shanghai Machinery Imp. & Exp. Corp. ", the latter being the name of another import and export corporation in Shanghai.
- 2) Please insert the word "about" before the quantity and amount in your L/C as it is impossible for us to ship the goods in the exact quantity as contracted.

We suppose that the above mistakes are clerical and hope you will make the necessary amendments immediately by telex so that we can ship the goods in time.

Your prompt attention to the above will be appreciated.

Yours faithfully
Shanghai Machinery & Equipment
Imp. & Exp. Corp.

CHINA NATIONAL IMPORT & EXPORT CORP.
SHANGHAI BRANCH
SHANGHAI CHINA

11th September, 19..

Harry & Smith Co.
316 Edwards Street
Sydney
Australia

Dear Sirs

Re: S/C No. 90-45897

We regret to inform you that we did not receive your L/C covering the above Sales Confirmation till today. It is clearly stipulated in the said confirmation that the relevant L/C should reach us by the end of August. Although the time limit for the arrival of

your credit has been exceeded, we are still prepared to ship your order in view of the long-term friendly relations between us.

However, owing to the late arrival of the L/C, we are unable to make shipment according to the date specified in the S/C. You are therefore requested to extend the L/C as follows:

- 1) To extend the time of shipment to the end of October, 19. .
- 2) To extend the validity of the L/C to the 15th November, 19. .

Please note that we require the amendment to L/C by the 30th September as otherwise we shall be unable to effect shipment at the time mentioned above.

We anticipate the early arrival of your amendment advice.

Yours faithfully

China National Import & Export Corp.

Vocabulary

1. establishment	n.	设立, 开立
2. against	prep.	对, 针对
3. in question		正被谈论的
4. clause	n.	条款
5. conform	v.	符合; 使……一致
6. hereby	adv.	以此, 特此

7. list	v.	列入
8. discrepancy	n.	不符合;差异
9. attention	n.	注意
10. instead of		……而不(是)……
11. latter	adj.	后者;
12. insert	v.	插入,插进
13. exact	adj.	确切的
14. clerical	adj.	文书(工作)的(笔误等)
15. amendment	n.	修改
amendment to L/C		信用证修改书
16. in time		及时
17. time limit		限期
18. in view of		鉴于
19. long-term	adj.	长期的
20. owing to		因为
21. extend	v.	延期
22. validity	n.	有效期

Useful Expressions

1. establishment establishment of an L/C
establishment of a firm
establish v.
establish business relations with a firm
Please establish the L/C as soon as possible.

- Our brand has been established in your market.
- established adj.
- an established brand
- an established fact
2. in question The L/C in question has been opened.
- The claim in question has been settled amicably.
- the matter in question
3. conform to Your L/C clauses do not conform to those in our Sales Contract.
- The shipment should conform to the sample.
- conformity n.
- in conformity with(to)
- The specifications of the goods you quote are not in conformity with those in our enquiry.
4. attention We wish to call (draw, invite) your attention to the fact that the L/C in question has not yet been opened.
- We wish to bring this point to your attention.
- Please pay (give) attention to the quality.
5. instead of You have shipped Emery Cloth No. 00, instead of No. 0.
- We shall supply you with Sewing Machines, Model JB1-1 instead of JBO-1.
6. latter We understand you are in the market for Bas-

ket Ball and Volley Ball, the latter being represented by Messrs. James & Co. at your end.

7. exact

The exact amount of the L/C should be US \$ 5,000, instead of US \$ 4,500.

exactly adv.

We have shipped the goods exactly according to your order.

8. amendment

Please send us the amendment to L/C as soon as possible.

We require the amendment advice of L/C No. 12 by the end of this month.

You are requested to make amendment to L/C No. 89 without delay.

amend v.

Please amend the L/C promptly.

Please amend the name of commodity in L/C No. 74 to read "Adjustable Wrenches".

9. time limit

The time limit for booking shipping space has been exceeded.

You must accept our offer within the time limit as set forth therein.

We wonder if the time limit for our acceptance of your offer can be extended.

10. term

long-term business relations

short-term credit

long-term agreement

term draft

11. owing to

Owing to short supply, we regret being unable to offer you the goods required.

We are not in a position to open the covering L/C owing to the strike here.

12. extend

extend the time of shipment

extend the agreement

extension n.

The extension of the covering L/C is impossible.

The extension of the time of shipment will facilitate our preparing the goods.

13. validity

The validity of an L/C refers to the time of negotiation.

The L/C validity is up to the end of June.

valid adj.

The L/C is valid up to the end of June.

The old price list is valid until 31st December.

validate v.

You should submit evidence to validate your claim.

Notes to the Text

1. We are in receipt of your letter of 1st September, 19... , informing us of the establishment of your L/C No. A-894 against our S/C No. 90-US1064.

我们收到你方 19... 年 9 月 1 日来信,通知我们已对我方 90-US1064 号售货确认书开立 A-894 号信用证。informing us of the establishment of your e/C No. A-894 against our S/C No. 90-US1064 分词短语,作定语用,修饰 letter。

of the establishment... 在 inform 后一般都跟 of。其它如 advise, notify 后也都跟 of。against 在本句中作“对”的解释。如不用 against,则可用 covering 或“for”。

2. However, we regret to have found that there are certain clauses which do not conform to those of the contract.

我们遗憾地发现有些条款与合同中的条款不符。

to have found that...

完成时不定式短语。一般不定式所表示的动作(状态)与主要谓语同时发生或在它之后发生;而不定式的完成时表示的动作(状态)发生在主要谓语之前。这里的“发现”(found)发生在主要谓语“遗憾”(regret)之前。

又如:

We confirm having sent you our offer.

The shipment is reported to have been inspected.