

□莫运襟 著



# 最新国际贸易实务

LATEST PRACTICES ON  
INTERNATIONAL TRADE

广西民族出版社

**Latest Practices on International Trade**

**最新国际贸易实务**

Compiled by Mo Yunjin

莫运襟 著

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图书在版编目(C I P)数据

最新国际贸易实务/莫运襟著. —南宁: 广西民族出版社, 2007.1

ISBN 978-7-5363-5251-3

I.最... II.莫... III.国际贸易 贸易实务 高等学校 教材 IV.F740.4

中国版本图书馆CIP数据核字(2007)第006837号

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莫运襟 著

出版发行	广西民族出版社(地址: 南宁市桂春路3号 邮政编码: 530028)
发行电话	(0771) 5523216 5523226 传 真: (0771) 5523246
E -mai	CR@gxmzbook.cn
责任编辑	黄 丹
封面设计	林武圣
责任校对	李 薇
责任印制	蓝剑风
印 刷	南宁市光芒印刷有限责任公司
规 格	890毫米×1240毫米 1/32
印 张	8.25
字 数	163千
版 次	2007年1月第1版
印 次	2007年1月第1次印刷
印 数	1-1000册

ISBN 978-7-5363-5251-3/C·279

定价: 35.00元

如发现印装质量问题,影响阅读,请与出版社联系调换。

电话: (0771)5523216

## 前 言

中国加入了世界贸易组织,2008年奥运会将在北京举行。中国人使用英语,特别是商务英语的机会骤然增多。

10多年来,本人长期在广西的国有外贸公司从事国际贸易工作,在工作实践中积累了一些经验。为了帮助广大外贸工作者和在校大学生(主要是高等职业学院的学生)学习国际贸易知识,特别是学习有关国际贸易的专业英语,本人用业余时间写成了此书。此书也可以作为大专院校国际贸易课程双语教学用书。全书分为合同条款、洽谈合同、履行合同和后续工作四大部分。凡13章,250多页。

在本书的编写过程中,我得到了广东中山大学姚卿达教授、广东商学院钟永豪教授热情无私的帮助,在此表示深深的敬意和感谢!

由于编者水平有限,书中一定存在这样或那样的问题,恳请读者批评指正。

谢谢!

莫运襟

2006年10月18日于南宁

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# **Chapter One Practice on International Trade**

International trade originated from slave society. Along with the development of labor productivity, labor division and commodity exchange appeared. When such exchange activity developed to a certain stage and exceeded the national boundaries, the international trade emerged.

In this chapter, we will focus on the definition, features, principles as well as customs and practices of international trade.

## **Section One International Trade**

### **I . Definition of International Trade**

International trade refers to the exchange activity of commodity between countries or regions. The word “commodity” includes not only visible and material articles, such as tin ingot, antimony ingot, but also invisible and non-material commodity, such as labor service, technology and other economic intercourses.

International trade is also called the world trade. From the eye of one country or region, such commodity exchange activity between countries and regions is called international trade, while from the eye of the whole world, it is called the world trade. In some countries like England and Japan, in-



ternational trade is called overseas trade as these countries are surrounded by sea. In China, international trade is also called foreign trade.

## **II. Features of International Trade**

1. International trade is not only a kind of economic activity, but also a part of activity concerning foreign affairs.

In international trade, both the sellers and the buyers shall take economic benefits into consideration, cooperate with diplomatic activities, carry out policies in diplomacy and preserve good image of one country.

2. International trade is more complicated and difficult than domestic trade.

As languages, laws, customs, practices, economic and political circumstances, social systems, cultural backgrounds, tradition, religion belief are quite different in different countries, international trade is definitely more difficult and complicated than domestic trade.

3. International trade has long lines, broad fields and many taches.

As the sellers and the buyers are very far from each other in different countries or regions, international trade involves many intermediate taches, long lines and broad fields such as producer, importer, exporter, middleman, agent, warehousing, foreign trade department, commodity inspection, the Customs, tax, foreign currency department, insurance, station, port and bank, etc. If one of these departments fails to execute its duties, the whole international

trade may be affected.

4. International trade has more risks than domestic trade.

The risks show in the following ways: market risk, foreign currency risk, transport risk, war risk, economic risk and political risk.

5. Fax, telex, letter and e-mail are the main ways in writing to contact each other in international trade.

6. International trade adds much importance to the signing and execution of import and export contract.

7. International trade is easily affected by international political conditions. Severe competition may cause perpetual commercial battles or trade barriers.

### **III. Principles to Follow in International Trade**

According to the related laws and regulations or practices like U.N. Convention on Contracts for the International Sale of Goods, in the course of negotiation, amendment, execution and termination of contract, the following principles should be observed.

#### **1. Equality**

Equality is the political basis of international trade. In the course of negotiation, amendment, execution and termination of contract, the legal status of both the sellers and the buyers are equal and protected by laws and regulations. Each one is equal before laws. No party could impose his will upon the others, no matter who he is, rich or poor, strong or weak, American or Chinese, Easterner or Westerner, etc.

## 2. Mutual benefit

Mutual benefit is the economic basis of international trade.

Each party wants to earn more money in the deal. If one party benefits from the deal while the other party does not, such deal will be impossible.

## 3. Self-willingness and real expression of will

In international trade, no party can sign contracts by such illegal artifices and means as force, defraud, trick, frightening.

## 4. Fair and square

In the course of signing, execution and amendment as well as termination of the contracts, both parties should stick to principles of being fair and square as well as reasonable. The clauses of contract should not be partial to any party of them.

## 5. Sincerity and good faith

The trading parties should do business with each other sincerely. Once the contract has been signed, they should keep promises and honor contracts.

## 6. Lawfulness

The negotiation, amendment, execution and termination of contracts should abide by the related laws and regulations. Any contract in violation of laws and social morality as well as social orders and common weal is invalid.

## **Section Two    Laws and Regulations and Practices**

International trade may concern many kinds of laws, regulations and practices. Sometimes, they are quite different or even in contradiction with each other.

### **I . Definition of Customs of International Trade**

Customs of international trade refer to those specific and solid trading customs and practices formed gradually in the long course of economic intercourse in the world, including all kinds of principles, standards, rules in writing or non-writing forms.

It is so interesting that such practices have no compelling binding force upon parties originally. They are not laws in nature. They can have binding force only when the parties recognize or choose them in the contract.

### **II . Definition of Practice on International Trade**

Generally speaking, international trade includes three parts of contents: theories on international trade, policies on international trade and practices on international trade.

So-called practice on international trade refers to manipulation activities of international exchange of commodities, including import and export. Such exchange activities include goods and services as well as technologies.

### **III. Principles to Use Laws, Regulations and Practices**

1. International laws shall prevail before domestic laws.

If both of the trading parties are contractors of the international law or convention, such international law and convention shall prevail compared with their domestic laws. Naturally, reservation clauses are exceptional.

2. Laws shall prevail compared with practices.

If pertinent laws have specific regulations about a certain issue or problem concerning the contract, the contractors shall first apply laws to their contract.

3. In case of no regulation of laws about a problem, practice shall be adopted to solve the problem.

4. It should be mentioned that parties have right to choose laws and practices for their contract. Laws chosen have compelling binding force upon contractors. Practices only have binding force upon trading parties when they have been chosen as means to solve problems.

#### **IV. Outline of This Book**

In this book, we attach emphases upon the manipulation of international exchanges of goods, mainly including the following contents:

1. Clauses of import and export contract, such as name of commodity, quality, quantity, packing, trade terms, price, payment, transportation, insurance, inspection, dispute, claim, Force Majeure, arbitration.

2. Negotiation and execution of import and export contract.

## Words and Phrases

practice 实践, 实际

definition 定义

visible 有形的

antimony ingot 锑锭

non-material 非物质的

economic intercourse 经济交往

seller 卖方

take...into consideration 考虑

diplomatic 外交的, 老练的

circumstance 环境

negotiation 洽谈, 议付

tradition 传统

definite 肯定的

intermediate tache 中间环节

importer 进口商

middleman 中间商

warehousing 仓储

the Customs 海关

insurance 保险

risk 风险

perpetual 永久的

laws and regulations 法律法规

U.N. 联合国

termination 终止

impose ... upon/on 强加于.....

benefit sth. 有利于

artifice 技巧

foreign affair 外事

exchange activity 交换活动

tin ingot 锡锭

invisible 无形的

technology 技术

labor service 劳务

buyer 买方

domestic 国内的

westerner 西方人

easterner 东方人

faith 信任

religion belief 宗教信仰

contractor 订约人

producer 生产者

exporter 出口商

agent 代理

inspection 检验

currency 货币

fail to do sth. 不能

transport 运输

barrier 壁垒

convention 公约

amendment 修改

equality 平等

mutual benefit 互利

benefit from 获利于

be partial to 偏爱

keep promise and honor contract party 当事人

重合同守信用

abide by 遵守

prevail 优先

compelling 强制的

manipulation 操作

arbitration 仲裁

contradiction 矛盾

reservation 保留

binding force 约束力

attach...on 缚于.....

Force Majeure 不可抗力

### **Exercises and Cases**

1. What are the features of international trade?
2. What principles do you think should a foreign trade operator follow?
3. Illustrate the customs and practices on international trade.

## **Chapter Two Name and Quality of Goods**

In this chapter, we will discuss the name of commodity in detail, the importance of quality and the methods to stipulate the clause of quality in contract.

### **Section One Name of Commodity**

In international trade, each commodity has its name. Sales contract is a kind of agreement to transfer the ownership of contract target, while each target has its specific name. The name of commodity is the target of contract. From the eye of law, the clause of name of commodity is one of the fundamental clauses of sales contract.

#### **I . Meaning of Listing Name of Commodity**

What a sales contract sales is goods. All goods have specific names and appearances, and occupy a certain space. The ownership of contract target is transferred from the seller to the buyer through execution of the contract.

In international trade, it is a rare case to deal by handing over the money while accepting the goods. Usually, it is a long period of time from negotiation of contract to delivering the goods. When trading parties negotiate a sales contract, they seldom see concrete commodity. They negotiate and sign



contract by the description of goods. It is very necessary to stipulate in the contract the name of commodity clearly, or they won't know what to sell and what to buy.

In addition, the name of commodity constitutes an important part of the description of goods in the contract. Such name is the fundamental basis to deliver the goods for the seller and to take delivery of the goods for the buyer. The name of commodity concerns the rights and obligations of both the seller and the buyer. Should the seller fails to deliver the goods in strict accordance with the stipulations in the contract, the buyer shall have rights to lodge claims for compensation against the seller. The buyer even has the right to reject the goods and to cancel the contract. That is why it is very important and full of meaning to list the specific and concrete name of commodity, the contract target clearly in contract.

## **II. Clause of Name of Commodity**

It is quite simple to list the name of commodity in the contract. As a rule, the name of goods is just listed in the column of name of commodity in contract. That is enough.

The stipulation of name of commodity depends on the features and characteristics of the goods to deal in. For common goods, it is enough to list the name of goods in contract to stipulate the clause of name of commodity.

***For example:*** Silicon Metal.

Sometimes, as the goods to be delivered have different categories and grades as well as types, it is usual to list the