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国际商务单证英语

主 编 刘长声 杨金玲 顾晓斌

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出版说明

随着我国商务教育事业的发展,教育改革日益深化,全国外经贸院校专业外语教学方面的改革正在全面展开。新专业不断拓展,课程设置不断更新,对专业英语教材建设与改革提出了相应的要求。

为了适应这种新变化、新要求,在全国外经贸教育教学指导委员会的组织下,黑龙江省对外贸易学校、辽宁外经贸学院、天津对外经济贸易职业学院、海南经贸职业学院、广西国际商务职业技术学院、烟台职业学院、广东对外贸易学校、河南外贸学校、武汉外贸学校和山东外贸职业学院等10个院校的教师召开了外语学科工作委员全会议,中国商务出版社的代表列席了会议。在这次会议上,专家们对教材改革进行了热烈的讨论,一致认为,在当前专业英语教学模式、教学内容不断更新改革的情况下,亟需一套符合这种变化要求的新教材。全议决定,由与会学校的专家共同策划,精心编撰,推出一套适合外经贸职业院校使用的专业英语系列教材。根据对各院校专业外语教学情况的调查,并在广泛交流的基础上,本着充分发挥各校优势的原则,表终拟定了10本教材,同时确定了编委会。

经过近一年的努力及各位主编老师的辛勤工作,我们欣喜地看到这套教材终于陆续和大家见面了。这套教材,与以往的英语教材有很大的不同,它更有针对性,是完全根据国际商务职业院校的教学要求编写的,编写这些教材的老师多年从事外经贸职业教育英语教学工作,具有年富的教学经验,所编写的这套教材充分考虑到所学专业的培养目标及教学模式,基本适应当前国际商务职业院校英语教学需要,是一套好教材,相信一定会受到广大师生的欢迎。

全国外经贸教育教学指导委员会
2006年7月

前 言

高等职业教育是知识经济迅猛发展、社会分工不断细化的产物。其教材的编写是高等职业教育的基础工程之一,直接关系到职业教育教学目的能否实现、办学特色能否体现等问题,它是教学内容的媒质、技术知识的载体。

随着中国加入世贸组织,特别是我国新的对外贸易法的颁布实施,将有越来越多的企业和自然人从事与国际贸易相关的工作。众所周知,国际贸易是跨国界商品的交换,由于买卖双方相距甚远,商品与货币不是简单地直接交换,而是以单据作为交换的手段,因此在某种程度上讲国际贸易就是单据买卖。单据和货款对流的原则已成为国际贸易中商品买卖和支付的一般原则,所以单证工作是国际贸易的一个重要组成部分。基于以上原因我们编写了《国际商务单证英语》这本教材。

本教材运用简洁的语言系统介绍了国际贸易的主要环节、常用的贸易术语、合同中的主要条款,重点介绍了审核信用证的技巧以及信用证项下常用单据的缮制方法,并且介绍了结汇单据的审核原则及常见差错,突出了实用性、可操作性。

第一、四章由孙爱民编写,第二、七章由曹维佳编写,第三、六章由杨会玲编写,第五、十章由顾晓斌编写,第八、九章由赵绩竹编写,第十一章由李东青编写,第十二章由王亚钧编写,全书由杨金玲负责总撰,刘长声负责全书的主审。

本教材的编写人员都有着出版教材的经验,不仅具有丰富的教学经验,而且有些编者还有着十几年的外贸一线和银行国际结算业务的

经验,但由于时间仓促,书中缺点、纰漏在所难免,恳请读者及各位专家同行批评指正,使本教材更加完善。

编 者

2007 年 5 月于天津

全国外经贸院校高职高专
英语系列精品教材

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Chapter One Brief Introduction to International Trade

International trade has become inextricably linked with every aspect of our daily lives. Many of our household articles are imported from abroad or bear a foreign brand name, and many of what foreigners use in their daily lives are made in China. International trade is beneficial to the trading partners because by trading with each other, they can both enjoy a greater variety of goods at lower costs. The modern society has been becoming more and more globalized, free trade results in better utilization of resources and enhances welfare for the majority of people.

In this chapter, you will learn the concept of international trade, import and export transaction flow, the introduction to Incoterms 2000 as well as the main payment terms so as to enable you to master some background knowledge of international trade in which trade documentation plays an important role.

Section 1 International Trade

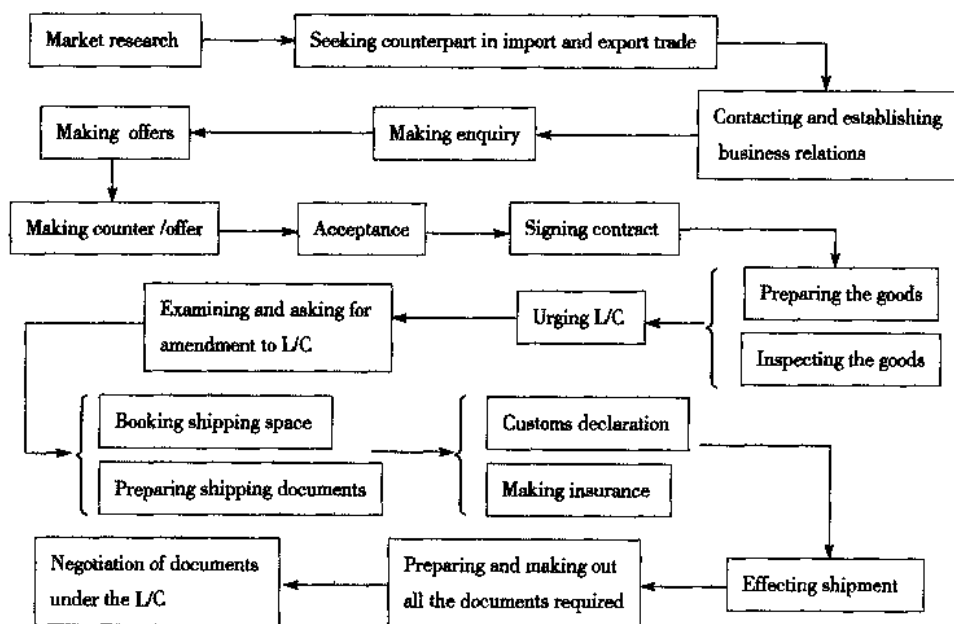
1.1.1 Definition of international trade

International trade is the **exchange** of goods and services produced in one country for those produced in another country.^① In the complex economic world, no country can be completely self-sufficient. The distribution of natural resources is uneven; a country may be rich in some resources but poor in others. With the development of manufacturing and technology, there arose another incentive for trade, e. g. international specialization.

1. 1. 2 The major participants in international trade

- The buyer who purchases the goods
- The seller who provides the goods
- Banks that facilitate the payment of the transaction

1. 1. 3 Import and export transaction flow



1. 1. 4 INCOTERMS 2000

1. 1. 4. 1 Brief intrnduction to Incoterms 2000

It is not difficult to find out that international trade is significantly different from domestic transactions owing to using of Incoterms. Though the terms of sale commonly used in international contract often sound similar to those used in domestic contract, they often have different meaning in global transactions.

Incoterms is a set of uniform rules codifying the interpretation of trade terms defining the rights and obligations of the buyer and the seller in international trade. ② Developed and issued by the International Chamber of Commerce

(ICC) in Paris, the current version is “Incoterms 2000” which began from Jan. 1, 2000.

The purpose of Incoterms is to provide a set of international rules for the interpretation of the most commonly used terms in foreign trade. The goal is to bring the rules in line with current trade practices.

1.1.4.2 The classification of Incoterms 2000

There are 13 different trade terms. They can be classified into 4 major groups. A chart setting out this new classification is given as follows:

Group E Departure	
	EXW Ex Works (... named place)
Group F	Main Carriage Unpaid
	FCA Free Carrier (... named place)
	FAS Free Alongside Ship (... named port of shipment)
	FOB Free On Board (... named port of shipment)
Group C	Main Carriage Paid
	CFR Cost and Freight (... named port of destination)
	CIF Cost, Insurance and Freight (... named port of destination)
	CPT Carriage Paid To (... named place of destination)
	CIP Carriage and Insurance Paid To (... named place of destination)
Group D	Arrival
	DAF Delivered at Frontier (... named place)
	DES Delivered Ex Ship (... named port of destination)
	DEQ Delivered Ex Quay (... named port of destination)
	DDU Delivered Duty Unpaid (... named place of destination)
	DDP Delivered Duty Paid (... named place of destination)

1.1.4.3 Detailed interpretation of six main trade terms (FOB, CFR, CIF, FCA, CPT & CIP)

◆ FOB — Free On Board... named port of shipment

Free On Board means that the seller **fulfills** his **obligation** to deliver when the goods have passed over the ship's rail at the named port of shipment.^③ This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point. The FOB term requires the seller to clear the goods for export.

This term can only be used for sea and inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off

or container traffic, the CPT (Carriage Paid To) term is more appropriate to use.

◆ CFR — Cost and Freight... named port of destination

Cost and Freight means that the seller must pay the cost and freight necessary to bring the goods to the named port of **destination** but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered on board the vessel, is transferred from the seller to the buyer when the goods pass the ship's rail at the port of shipment. ④ The CFR term requires the seller to clear the goods for export.

This term can only be used for sea and inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the CPT (Carriage Paid To) term is more appropriate to use.

◆ CIF — Cost, Insurance and Freight... named port of destination

Cost, Insurance and Freight means that the seller has the same obligations as under CFR but with the addition that he has to **procure** marine insurance against the buyer's risk of loss of or damage to the goods during the carriage. ⑤ The seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIF term the seller is only required to obtain insurance on minimum coverage. The CIF term requires the seller to clear the goods for export.

This term can only be used for sea and inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the CPT (Carriage Paid To) term is more appropriate to use.

◆ FCA — Free Carrier... named place

Free Carrier means that the seller fulfills his obligation to deliver when he has **handed over** the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. ⑥ If no precise point is indicated by the buyer, the seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport), the seller may act at the buyer's risk and expense.

This term may be used for any mode of transport, including multimodal transport.

◆ CPT — Carriage Paid To... named place of destination

Carriage Paid To means that the seller pays the freight for the carriage of the goods to the named place of destination.^⑦ The risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered to the carrier, is transferred from the seller to the buyer when the goods have been delivered into the custody of the carrier. The CPT term requires the seller to clear the goods for export.

This term may be used for any mode of transport including multimodal transport.

◆ CIP — Carriage and Insurance Paid To... named place of destination

Carriage and Insurance Paid To means that the seller has the same obligations as under CPT term, but with the addition that the seller has to procure cargo insurance against the buyer's risk of loss of or damage to the goods during the carriage.^⑧ The seller contracts for insurance and pays the insurance premium. The buyer should note that under the CIP term the seller is only required to obtain insurance on minimum coverage. The CIP term requires the seller to clear the goods for export.

This term may be used for any mode of transport including multimodal transport.

Section 2 The Main Payment Terms

1.2.1 Remittance

1.2.1.1 The definition of remittance

Remittance is one of banking business, in which funds are transferred from one person to another.^⑨ When two persons live in the same country, this type remittance is called domestic remittance, while the remittance will be a foreign banking business if two persons live in different countries.

1.2.1.2 Parties to a remittance

There are four parties involved in this business, they are

1. Remitter: who applies to transfer money to another person.

2. Payee or Beneficiary; to whom the money will be transmitted.
3. Remitting Bank; who is entrusted to remit the funds outward.
4. Paying Bank; who is entrusted by the remitting bank to make payment to the payee.

1.2.1.3 Type of remittance

◆ Telegraphic Transfer(T/T)

Under telegraphic transfer payment instruction given by the remitting bank to the paying bank is transmitted by telecommunication, such as cable, telex or computer system. The key point is that the paying bank must authenticate whether the instruction is given really by the remitting bank indicated in the telecommunication, for the funds should eventually be **reimbursed** by this remitting bank to the paying bank. ⑩

◆ Mail Transfer(M/T)

A mail transfer means that payment **instruction** given by the remitting bank is transmitted by mail or by courier. Payment instruction is in a form of Payment Order. Procedure of M/T is almost the same as the T/T, except that the truthfulness of the instruction received should be authenticated by means of authorized signature pre-agreed instead of test key. ⑪

◆ Demand Draft (D/D)

Demand draft is also called remittance by banker's demand draft. The payment instruction is written down directly on the surface of the bank draft. ⑫ A bank draft is a negotiable instrument drawn by the remitting bank in its overseas correspondent bank, ordering the latter to pay on demand the stated amount to the holder of the draft. After being issued, the bank draft should be handed over to the remitter, who may dispatch or even bring it to the beneficiary abroad. Upon receipt of the draft, the payee can either present it for payment at the counter of the drawee bank or collect it through his account bank.

1.2.2 Collection

1.2.2.1 The definition of collection

Collection is an arrangement whereby the goods are shipped and a relevant bill of exchange is drawn by the seller on the buyer, and/or shipping documents are forwarded to the seller's bank with clear instructions for collection through one of its correspondent bank located in the domicile of the buyer. ⑬

1. 2. 2. 2 The main parties involved in collection

- (1) The principal, who is usually the seller.
- (2) The remitting bank, which is usually located in the domicile of the seller.
- (3) The collecting/presenting bank, which is usually located in the domicile of the buyer .
- (4) The drawee, who is usually the buyer.

1. 2. 2. 3 Classification of collections

◆ Clean collection

Clean collection refers to collection of financial documents not accompanied by commercial documents. ⑩ It is often used to collect remaining funds, advance in cash, sample expenses, etc. in international trade payment.

◆ Documentary collection

Documentary collection means a collection of **financial** documents accompanied by commercial documents or commercial documents not accompanied by the financial documents. ⑪ Documentary collection is broadly used in international trade payment, which will be **classified into** as follows:

◆ Documents against Acceptance (D/A)

The collecting/presenting bank may release the documents to the buyer against the buyer's acceptance of a draft, drawn payable usually 30, 60 or 90 days after sight or due on a definite date.

In D/A term the collecting bank is permitted to release the documents to the buyer against acceptance (signing) of tenor drafts at the bank promising to pay at a later date. The completed draft is held by the collecting bank and presented to the buyer for payment at maturity.

◆ Documents against Payment (D/P)

1. D/P at sight

After shipment of the goods, the seller draws a sight bill of exchange and send it as well as shipping documents to the remitting bank, through which and whose correspondent bank the documentary draft is presented to the buyer. The buyer shall pay against the documentary draft drawn by the seller at sight. This type of collection offers the great security to the seller.

2. D/P at x x days after sight

After shipment of goods, the seller draws a usance draft and send it as

well as shipping documents to the remitting bank, through which and whose correspondent bank (collecting bank) the documentary draft is presented to the buyer. The buyer first accepts the usance draft, and makes payment at the draft maturity.

Under D/P after sight, the buyer is given a certain period to make payment, such as 30, 45, 60 or 90 days after the first presentation of the documents, but he is not allowed to get hold of the documents until he makes payment. Only payment was effected can documents be delivered.

1.2.3 Letter of Credit

The letter of credit is the most widely used instrument of international banking. It has had a long and successful history as a means of facilitating international trade, particularly during times of economic and political uncertainty.

Letter of credit, or Credit for short means any arrangement, however named or described, that is irrevocable and thereby constitutes a definite undertaking of the issuing bank to honour a complying presentation.

In simple term, bank acts as an intermediary to collect payment from the buyer in exchange for the transfer of documents that enable the holder to take possession of the goods.

Letter of credit provides a high level of protection and security to both buyers and sellers engaged in international trade.

The seller is assured that payment will be made by a party independent of the buyer so long as the terms and conditions of the credit are met. The buyer is assured that payment will be released to the seller only after the bank has received the title documents called for in the credit.

As letter of credit is more commonly known and to some extent is one of the most often used payment term that represents a mutually acceptable compromise to both the seller and the buyer, Chapter Three focuses on discussing the operation of documentary credit.

Words and Expressions

International trade 国际贸易

inextricably 紧密地