

大学商贸英语 翻译教程

(第二版)

李 朝 主编

COLLEGE BUSINESS ENGLISH
A COURSE FOR TRANSLATION



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前 言

随着我国加入了世界贸易组织,国内各行各业对外商贸活动日益增加,势必需要大量精通商贸英语的专业人才,以满足对外交流的需求。为了适应形势的发展,满足广大在校学生、在职商贸人员及其他使用者的需要,我们在总结多年教学经验的基础上,组织从事商贸英语教学的教师以及从事国际商贸活动的从业人员,经过对材料的细心筛选,对内容的精心策划,编写了这套教材。

对于本教程所编选内容,我们力求做到科学性、典型性、实用性并举,博采众家之长,并紧扣全国国际商务专业技术资格考试中规定的相关知识内容,以期达到使选用本系列教材的学生及相关人员在专业英语及专业知识方面有所提高的目的。

本教程的出版将使商贸英语翻译专业知识与语言对译合理结合方面的英语专业教材更趋完善。

在编写此书的过程中,编者十分注意英语学习与商贸专业知识、英汉翻译理论与在商贸方面实际应用的有机结合。

本教程的内容及特点是:

第一,较全面地涉及了商贸活动的方方面面,并通过英汉互译的方式提高学习者的互译能力。不少资料来自于商贸领域的第一线,实用性较强,具有典型性,在同类书中并不多见。

第二,注重英汉互译能力的培养。向学习者讲解相关课文的翻译方法与技巧,理论联系实际,针对性强,使学习者在学习有关专业知识的同时,掌握一定的翻译技能,这无异将会对学习者在实际工作中具有很大的帮助。

第三,通过学习专业术语及其表达方式,加之一定数量的练习,帮助学习者巩固所学到的知识。这是商贸英语学习中必不可少的一环,也是衡量学习者绩效的有效途径。

由于编写者水平有限,书中难免有不足之处,敬请使用者不吝指正。

编 者

2007年7月

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Unit One

Section I: Text

Offer

New Words and Expressions

Notes to the Text

Section II: Method and Technique

1. 译者应具备的能力
2. 词类转换
3. 翻译的形式
4. 国际商务合同的术语翻译和解读

Section III: Exercises

Section I : Text**Offer****1. Definition of an offer**

"A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance." (CISG Art. 14—1) From the above definition, a proposal, in order to be an offer, must satisfy the following three conditions:

1) It must indicate "the intention of the offeror to be bound in case of acceptance".

This requirement is crucial for us to distinguish offer from non-offer. The concept "to be bound in case of acceptance" means that once the trade terms raised by the offeror are accepted by the offeree, the sales contract is formed, and the offeror has no other choice but to perform the contract even without his consent or confirmation.

The Convention gives no express provisions on how to judge whether the offeror has the "intention" to be bound by the offer. In practice, we have to take a close look at the wording used by the offeror in order to make a correct judgment, to examine whether the offer satisfies the two requirements which will be further explained in the following paragraphs, and whether it contains such qualifying conditions as "subject to our confirmation", which generally is not regarded as an offer, but an "invitation for offer".

Besides, the judgment may be made according to the actions

throughout the process of negotiation, or according to some established trade practices between the parties.

2) It must be addressed to one or more “specific persons”.

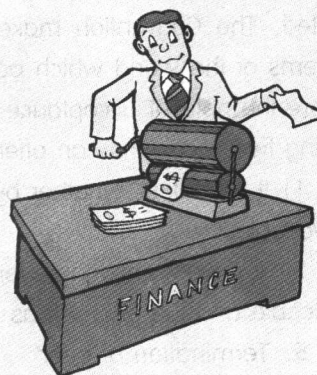
According to the Convention, the proposal for concluding a contract must be addressed to specific companies or persons. It should not be a price list, or commercial advertisement distributed to the public. Proposals of this kind are also regarded as invitation for offer.

3) The contract must be “sufficiently definite”.

This means the terms in the offer must be clear and understood in only one way. The terms must not be vague and ambiguous like “about \$1000 per ton”, “reference price \$100 per barrel” “shipment is estimated in January”. The Convention provides that an offer must contain the following three terms: name of commodity, price, and quantity, and it further provides that the fixed price or quantity is not necessarily definite. For example, an offer may just set out a method to decide the price not fixing it into a certain figure, which reflects the fact that prices are changing rapidly on the world market, and that parties involved in international sales only set out method to decide the price in order to avoid the risk of fluctuations.

2. Validity time of offer

“An offer becomes effective when it reaches the offeree” (CISG Art. 15). On this point, the laws in all states share the same view, for an offer is an indication of seller's proposal, and the offeree can only decide whether to accept it or not when he receives it. Therefore, if one party expects or somehow learns that someone is sending him an offer before he really receives it, he sends an “acceptance” to the offeror. In this case, no contract is



formed even if the content of the "acceptance" coincides with the offer he receives later. The "acceptance" is in fact an offer, and therefore, no contract can be formed on this unless the other party confirms the "acceptance".

3. Withdrawal of offer

The withdrawal of offer means that the offeror, for some reason, withdraws his offer before it reaches the offeree or before it becomes effective. This may happen when the offeror finds that the offer he makes contains some mistake, or that the situation has changed which makes his offer unfavorable to him. The common practice is to make use of a faster means of communication to send the message of withdrawal so that it can reach the offeree earlier than the offer does.

4. Revocation of offer

To revoke an offer means that when the offer has reached the offeree, and it has become effective, the offeror acts to revoke the offer thus to kill its effectiveness. The issue of whether an effective offer may be revoked arouses hot debates among scholars from different law systems. The civil law system provides that an offer is irrevocable within the validity time, or during the time in expectation of a reply, while the common law system provides that an offer may be revoked at any time unless it is accepted. The Convention makes some mediation between the two legal systems of the world which agrees in principle that an offer is revocable before the note of acceptance is dispatched but provides that on the following two occasions, an offer is irrevocable.

1) It indicates, whether by stating a fixed time or otherwise, that it is irrevocable.

2) If it was reasonable for the offeree to rely on the offer as being irrevocable and the offeree has acted in reliance on the offer.

5. Termination of offer

"An offer, even if it is irrevocable, is terminated when a rejection

reaches the offeror" (CISG Art. 17).

It is widely accepted that an offer loses its validity at the time of the rejection by the offeree. The provision in the Convention has two aspects: first, even if it is irrevocable, the principle still applies to the offer, however, the practice in some other countries is entirely different, when the offer is rejected, the offeree can still accept the offer as long as the validity time has not expired; secondly, termination takes place when the note of rejection reaches the offeror, therefore the offeree still has a chance to cancel the note of rejection.

New Words and Expressions

proposal	<i>n.</i>	提议
address	<i>v.</i>	发给
specific	<i>a.</i>	特定的
consent	<i>n.</i>	同意
confirmation	<i>n.</i>	确认
wording	<i>n.</i>	措辞
invitation for offer		要约邀请
ambiguous	<i>a.</i>	含糊不清的
barrel	<i>n.</i>	桶
fluctuation	<i>n.</i>	波动
coincide	<i>v.</i>	凑巧, 一致
revoke	<i>v.</i>	撤销
offeror	<i>n.</i>	发盘人
offeree	<i>n.</i>	受盘人
arouse	<i>v.</i>	引起

debate	v.	争论
mediation	n.	调解
dispatch	v.	发出
in reliance on		依靠
termination	n.	终止
expire	v.	到期

Notes to the Text

1. CISG 是《联合国国际货物销售合同公约》的简写, 全称为: United Nations Convention on Contracts for the International Sale of Goods。该公约于 1980 年 4 月 11 日在维也纳订立, 共有 101 条, 旨在平等互利的基础上遵守同一公约, 促进世界各国间的贸易发展。

2. ...to be bound in case of acceptance. in case of 意为“如果发生、在……时、在……情况下”。to be bound 是不定式的被动语态, 与前面的 the offeror 有动宾关系。

3. ...without his consent or confirmation. 在没有经他同意及确认的情况下。his consent 有逻辑上的主谓关系, confirmation 的逻辑主语仍是 his。

4. subject to 意为“根据、依据、视……而定、以……为条件、须经……、服从……指挥、受……控制、常遭受、易遭受……的侵袭”, 在此句表示“须经……而定”。

5. ...some established trade practices. 过去分词 established 意为“已建立起来的”, 做定语, 修饰 trade practices。

6. provide 意为“规定”, 如:

The contract provides that he cannot work for another company.

合同规定他不得为第二家公司工作。

The agreement provides that the two sides shall meet once a month.

协议规定双方每月会晤一次。

7. not necessarily 意为“未必、不一定”, 如:

A transferable L/C may not necessarily be transferred, nor may it be divisible.

可转让信用证不一定非转让不可, 也不一定可分割。