国际贸易实务

总　序

现代经济发展的实践表明，国际贸易是经济增长的强大推动力。第二次世界大战后，国际贸易的迅速发展在全球范围内引起了国际分工体系的革命性变革和福利分配格局的重组，极大地促进了经济增长。中国实行改革开放和加入世界贸易组织，加速了对外开放的步伐，外贸业务增长迅速，对外贸易对经济增长的贡献度不断提高，市场对外贸人才的需求急剧增加。

为了适应国际经济理论的不断创新与拓展以及外贸业务发展的需要，加快培养出更多掌握经济学理论知识、具有良好的外语基础、熟悉WTO的游戏规则、了解国际惯例、熟悉国际市场运作规则、具有浓厚的国际意识、掌握具体操作能力的国际经济与贸易专业应用型人才，必须从国际经济与贸易专业的课程体系、课程内容、教学方法、教材编写等方面进行探索和创新。

“复旦卓越·21世纪国际经济与贸易专业教材新系”教材编委会精心策划，在总结过去教材建设经验的基础上，结合应用型本科教育的特点，借鉴国内外经验做法，经过反复研究论证和撰写，推出了“复旦卓越·21世纪国际经济与贸易专业教材新系”。这套系列教材包括《国际结算》、《国际贸易实务》、《外贸实务》、《国际运输与保险》、《WTO规则与运作》、《外贸函电》、《单证实务》、《国际服务贸易》、《报关实务》、《进出口商品检验》、《国际商务谈判》、《国际贸易专业英语》等12种。

这套系列教材同时作为上海市十大教育高地之一——外贸经济本科教育高地的标志性教材和国际经济与贸易专业人才培养的重要成果，具有“新、特、实、强”等特点。设计思路新颖，强调学以致用，突出“以学生为中心”的思想；力求创新写作体例和研究分析方法；观点内容着力体现前瞻性、前沿性、动态性，并做到深度和广度适宜。课程体系

体现涉外经济类专业特点，采用中文和英文双语相结合的办法，凸现双语教学特色；注重实践性、实用性、可操作性，便于实践教学。编写教师的阵容庞大，起点高，教学经验丰富，研究能力强。

我们希望，通过这套系列教材积极探索出一条国际经济与贸易专业教学改革的新路子，为国际经济与贸易学科在中国的发展做出贡献。由于我们的理论水平和对外贸易实务操作技能有限，这套教材会存在许多不足之处。希望通过这套教材的出版，与国际贸易学界、政界以及从事实务工作的同仁共同研究和探讨，进一步提高教材的编写水平，提高教学和科研质量。

丛书编审委员会

2008 年 2 月

前　言

改革开放近30年来，我国的对外贸易取得了重大的发展。在国内，外贸额从1978年的206.38亿美元增加到2005年的14 221.2亿美元，外贸依存度从1978年的9.8％，跃升至2004年的80％，外汇储备从1979年的8.4亿美元增加到2006年的1万亿元以上。如今，对外贸易已成为带动我国国民经济增长的“三驾马车”之一。在国际上，我国在世界贸易中的排名从1978年的第32位跃升至2004年的第三位，中国正处于从世界贸易大国的“量变”向世界贸易强国的“质变”转变的过程中。同时，中国的崛起也改变了世界贸易主体、贸易条件、贸易环境和贸易结构。尤其是在中国加入“世贸”以后，一方面贸易环境日趋改善，另一方面贸易形势也变得日益复杂。在贸易自由化、投资全球化、经济一体化的国际环境中，外贸专业人才用国际通用语言进行思考、工作、交流的能力已成为专业教育中不可缺省的一个方面。

尽管国内对双语教学褒贬不一，但在培养懂外贸业务、通各国惯例、谙国际语言的外贸专业人才中，国际贸易实务双语教学具有集外贸实务和外贸专业英语于一体的特点，有助于提高外贸专业人才培养的效果。由于国内外尚无合适的国际贸易实务双语教材，我们组织了长期从事外贸实务、国际结算、保险等相关专业课程和专业英语教学的教师编写了《国际贸易实务》双语教材，试图填补这一空白。

本教材是第一版的修订版，共分十章，以外贸实务为主线，参照相关原版教材体例，在第三章“贸易术语”中引用了国际商会《INCOTERMS 2000》对买卖双方责任的划分的解释，并根据国际商会最新的“UPC 600”对有关内容进行了调整更新，使本教材更具权威性和新颖性。此外我们还在每章结尾加有“Summary”和“Questions and Problems”，各章根据需要配有案例分析，从而具有语言浅显，内容易懂，结构合理、体系完整之特点，既保证了教材的完整性、系统性、严密性和新颖性，又避免了由于教材过长而导致课时不够或教学内容完不成的弊端。本教材适用对象为全日制高校生、进修生和自学者。本

教材的教学方法可结合使用相应的多媒体手段和课堂讨论和模拟操作的方法。

参加本教材编写人员有:黄锡光(第三章、第八章)、吴宝康(第一章)、徐笑丁(第九章、第十章)、周维家(第二章、第四章)、梁炜(第五章)、陈蕾(第六章)、蔡激扬(第七章)。本书由黄锡光担任主编,负责总纂,吴宝康负责语言统稿,徐笑丁、周维家担任副主编。

由于编者水平有限,书中难免存在缺点,请使用者不吝赐教。

黄锡光

2008 年 5 月于上海

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Chapter 1

Introduction

International Trade Business, which is one of the basic courses for both full time and part time college students majoring in International Trade, intends to study the business related to the international trade. It aims to enable students to grasp the knowledge and skill of the international trade business through the study of the course. Students are expected to learn to do business in accordance with the trade policy, the existent laws and regulations of our country and the international trade practice and conventions.

1.1 What Are We Going to Learn in This Course?

International trade in goods is finalized through such business stages as negotiation, making and fulfilling sales contracts. Among them, making and fulfilling sales contracts are especially important to both contractual parties. A contract that a firm of a certain country enters into with another firm in another country for the sale of goods is called an international sales contract or a contract for the international sale of goods, which is, in fact, an agreement between two parties of different countries that concerns both the sale of and the payment for the goods. Basically, it stipulates the respective rights and obligations of both parties in the purchase and sale of goods which are seen in the clauses of the contract, i. e. the specific trade terms and conditions, including the description, quality and quantity of goods, packing and prices, delivery date and place, mode of transportation, insurance, payment, inspection, claim for loss of or damage to goods, force majeure, and settlements of complaints, disputes and breach of the contract, etc. As these clauses involve different interpretations in terms of international trade practice and conventions and laws of different countries, it adds difficulty in doing business with a firm in a foreign country. For this reason, therefore, it is always necessary for a student of international trade to get familiar with some related international trade practice, conventions and rules, and regulations of related law. Besides, it is also the basic requirement that every businessperson of foreign trade should use these trade practice, conventions and rules and regulations of law as well as trade policy with flexibility to the advantage of our country.

In accordance with the above-mentioned requirements, the textbook lays stress on the specific clauses of a contract for the international sale of goods, both the signing and fulfillment of a contract and its usual practice.

It should be pointed out, however, that derived from the traditional mode of business, there appear new ways of international trade applied to the trade in goods, technology and service. As a result, the international business world adopts such trade practices as exclusive sales, agency, invitation to tender and submission of tender, consignment, auction, processing trade, and futures, etc.

1.2 What Is International Trade?

According to *Encyclopaedia Britannica*, all economic transactions that are made between countries are referred to as international trade. In this sense, the international trade is an exchange of goods and labour services between countries or regions. As this exchange takes place worldwide, it is also called world trade or global trade.

Traditionally, the import and export practice or the international trade business confines to the import and export of goods. However, in the Uruguay Round of the *General Agreement on Tariffs and Trade* starting from 1986, the traditional definition of international trade is for the first time extended to the import and export of technologies and services on account of the development of the international economic exchange. Up to now, many countries have accepted the new definition. In our country, the new definition has been adopted into law. *Foreign Trade Law of the People's Republic of China* adopted at the Seventh Session of the Standing Committee of the Eighth National People's Congress on May 12, 1994 defines in the Article 2 that "For the purposes of this Law, 'foreign trade' refers to import and export of goods and technologies and the international trade in services."

A known fact is that ever since 1960s, the rapid development of science and technology has brought about a great expansion of productive force. Consequently, with a further international division of labour, both the content and mode of the international trade have changed. In spite of the fact that the technology transfer, which is mainly shown in the license trade, and the international trade in services have already formed a considerable proportion in the international trade, the trade in goods or the visible trade still remains the most elementary and essential part of the international trade either in our country or in other countries. What is more, much of the practice of the technology transfer and the trade in services is based on the practice of the trade in goods while some other practice simply adopts that of the trade in goods. Therefore, it is essential that a student majoring in International Trade should learn the basic theory and usual practice of the international trade for the purpose of meeting his /her future job requirement or enabling further research in international trade.

1.3 What Are Characteristic of International Trade in Goods?

The international trade is more or less the same with the domestic trade in that they are both essentially commercial activities with the same purpose of sale and purchase of goods which are restricted by the rules of economics. But they differ from each other in the following aspects:

First, since the international trade is done between two countries, it is likely to be affected by the foreign trade policy, trade measures and foreign exchange control of the countries concerned. Naturally, it is more difficult to do international trade business.

Second, the trade business between two countries certainly involves the problem of application of related trade law and regulations of different countries which gives rise to the discrepancies and conflicts between two legal systems and practices. In fact, the application of laws for the protection of international trade is more complicated than we can imagine.

Moreover, both the quantities and sums of the international trade in goods are usually larger than those of the domestic trade. There is always a long time span between the signing of a contract and fulfillment of it since it takes quite a long time to transport goods from one country to another. Under the circumstance, there exists inevitably greater risk in international trade.

Finally, the turbulence of international situation and the change of market conditions often result in trade disputes. What is more, the frequent fluctuation of foreign exchange rates in the world, the rising and falling of goods prices in the international market, and the occurrence of economic and financial crisis all add greatly to the difficulty and risk in international trade.

1.4 Some Other Basic Concepts of International Trade

In order to understand better the international trade business, students are expected to be familiar with some other basic concepts of the international trade.

1.4.1 Export and Import

Export refers to the trade business that transport products manufactured or processed in one country including labour services to foreign countries for sale.

Import is, however, opposite to the export. It is the trade business that involves the transportation of foreign products, including labour services, to the domestic market for sale.

But sometimes an importer may import some products and then, without any processing of the imported products export them again. In this case, this trade business is termed as Reexport. On the other hand, if the exported products are imported again without any process in foreign countries, this trade business is termed as Reimport.

1.4.2 Value of Foreign Trade and Quantum of Foreign Trade

Value of foreign trade is an important index to show by means of the currency of a country the total value of trade in a given period, thus revealing the status of foreign trade in the said country.

Quantum of foreign trade reflects by means of the constant price the development of foreign trade without consideration of inflation.

1.4.3 Balance of Trade

Balance of trade indicates the balance between the export value and the import value in a given period. Theoretically, a favourable trade balance occurs when the export value exceeds the import value while an unfavourable trade balance occurs when the import value exceeds the export value. The trade balance reaches its equilibrium when the export value amounts to the import value.

Favourable trade balance is also termed as active trade balance, export surplus, or simply trade surplus whereas unfavourable trade balance is also termed as adverse trade balance, import surplus, or simply trade deficit.

1.4.4 Composition of Foreign Trade and International Trade by Regions

The ratio between two kinds of products (primary products and industrial products) traded in a given period and the total volume of trade is reflected in the composition of foreign trade.

International Trade by Regions shows the extent of the involvement of countries or regions in the international commodity flow. In other words, it indicates the distribution of countries or regions with their volume of trade in the world and their respective position in the international trade.

1.4.5 Classification of International Trade

From different perspectives, international trade may be classified differently so as to clearly reveal various kinds of trade.

1.4.5.1 Export Trade, Import Trade and Transit Trade

According to the direction of commodity movement, the international trade may be divided into export trade, import trade and transit trade.

Export trade and import trade are in a sense the same as export and import. As stated previously, they refer to the trade activities that transport products, including labour services, either to a foreign country or from a foreign country.

But transit trade emphasizes the necessity of the passage of goods through a third country for the purpose of transporting them from the manufacturing country (exporting country) to the consuming country (importing country). For the third country that allows the passage of goods, this trade activity is transit trade.

1.4.5.2 Tangible Trade and Intangible Trade

Depending on whether the real goods are traded, the international trade may be divided into visible trade and invisible trade.

Tangible trade or visible trade is a trade that concerns real goods which are visible. For this reason, visible trade is also termed as trade in goods.

Intangible trade or invisible trade emphasizes the intangibility of the products traded. In other words, the object of trade is not visible. Invisible trade usually includes trade in services and trade in technology.

1.4.5.3 Direct Trade, Indirect Trade and Entrepot Trade

From the point of view of trade relation, the international trade may be seen as direct trade, indirect trade and entrepot trade.

By direct trade, the products are sold directly to an importing country without transshipment via any other countries. This is a trade concluded directly between two countries.

On the other hand, when a trade between an exporting country and an importing country is executed indirectly through a third country, this is an indirect trade. Transit Trade is one way of indirect trade.

However, if a trade is conducted not directly between an exporting country and an importing country, but via a third country, this is so called entrepot trade. There are usually two ways of entrepot trade: The goods are transported from an exporting country to a third country and then without any process of the goods transported to an importing country. Another way is to transport goods directly from an exporting country to an importing country. But the trade is concluded separately between the exporting country and the third country for export and then between the third country and the importing country for import.

1.5 What Are the Basic Procedures of Export Business?

In order to present a clear idea as to how the international trade proceeds, we think it advisable to explain first the basic procedures of the export business.

In fact, the basic procedures of the export business may be summed up in the following three stages, namely, preparation for export, negotiation of terms and conditions for the formation of a contract, and fulfillment of a contract.

1.5.1 Preparation for Export

The preparation for export involves market survey, pricing, preparing goods, advertising, contacting clients, etc. In a sense, the preparation for export lays a good foundation for the next stage, the negotiation of terms and conditions for the formation of a contract.

First of all, the market survey is a way to collect some related information about the international market so as to study and predict its future movement, all of which are the necessary basis for correct decisions. In international trade business, the market survey usually focuses on the specific importing country with regard to its political and economic conditions, its foreign policy and trade policy, its principle trading countries, its usual exporting and importing commodities, etc. The market survey also aims at the target market conditions of the importing country in general, the related products in particular, especially the varieties, styles, qualities, packing, etc. of the products and their sale, cost, consumption, prices, principle suppliers, etc. Meanwhile, the market survey should try to discover the prospective clients.

Second, the pricing is made on the basis of the market survey. It directly affects the profit of the exporter. What are taken into consideration when making pricing are the demand of the target market, the advantages and disadvantages of the exporting products, and cost accounting, etc.

Moreover, the advertising is an important way in the promotion of products. If it is properly used, advertising will effectively influence the buying decisions of clients in the importing country. The usual means of advertising includes newspapers, magazines, TV, radio broadcast, brochure, etc.

Furthermore, contacting clients to establish a stable sale network is above all important to an exporter. A reliable client with wide connections in his country is a sure way of minimizing risks and maximizing profits. When contacting a client for business for the first time, however, it is always advisable to take a policy of caution. The exporter needs to get such necessary information about the client as reputation, credit, financial status and business mode, etc. before concluding a transaction, especially one that involves a large sum of money.

Last but not the least, in some business, the exporter may be required to apply for an exporting license or a quota according to the regulations of our country. It is the exporter's duty to obtain the exporting license or the quota before the negotiation of trade terms and conditions.

1.5.2 Negotiation of Terms and Conditions for the Formation of a Contract for Export Business

Negotiation of trade terms and conditions for the formation of a contract for the export business is one of the most important stages in foreign trade to maximize the exporter's profit. The negotiation is usually conducted either in words, i.e. talks in person or through telephone, or in writing, i.e. business correspondence which includes letters, telexes, cables, faxes, e-mails, etc.

Generally speaking, a business negotiation goes through such steps as inquiry, offer, counter-offer, and acceptance before a contract is concluded.

To be more specific, a business negotiation begins with an inquiry about the possibility of doing business or the purchase or sale of a certain commodity. An inquiry from a buyer (importer) asks for the possibility of buying a certain commodity and its price, etc. while an inquiry from a seller (exporter) asks for the possibility of selling a certain commodity in the importing country.

When a seller receives such an inquiry either in words or in writing, the seller, if he has the products to sell, may send either a non-firm offer or a firm offer to the interested buyer. A non-firm offer is usually sent in the form of a quotation, which includes catalogue, price list, etc. for the reference of a buyer. A non-firm offer is but an invitation to offer and is legally an offer without engagement, which has no binding force upon the offerer. A non-firm offer is subject to the offeror's confirmation even if the offeree accepts it. However, a firm offer is made to a specific person or persons (legally termed as offeree) to express or imply a definite intention of the offerer to make a contract under clear, complete and final trade terms set therein. It should indicate price terms, quantity, shipment, payment, and validity, etc. It is legally an offer with engagement, which has the binding force upon the offerer within the validity. Once a firm offer is properly accepted by the offeree, the transaction is then concluded.

On the other hand, a buyer may also send his buying offer which is referred to as bid usually in the form of an order which, likewise, puts forward the price, quantity, shipment, payment, etc. for the interested seller to accept.

If the party who receives an offer disagrees with the trade terms and conditions set, he may either decline it or make a counter-offer, that is, to put forward partial amendment to the trade terms and conditions of the original offer or even puts forward a completely different new offer. Anyhow, a counter-offer is, in fact, a new offer.

If the party who receives an offer accepts it, the acceptance should be unconditional without any change of the trade terms and conditions. Even partial acceptance with some changes on the original offer constitutes a counter-offer.

As mentioned before, the formation of a contract should be in writing usually in the form of an international sales contract or a sales confirmation for the purpose of clarifying both parties' contractual obligations and facilitating their fulfillment unless otherwise agreed upon by both parties.

1.5.3 Fulfillment of a Contract for Export Business

At present, most of our export business is done on CIF basis and requires payment by documentary credit. To ensure the fulfillment of a contract for the exporting business, therefore, an exporter should see to it that everything concerning the exporting business be done without fail, in particular in such affairs as to prepare goods for export, to secure documentary credit, to arrange for shipment and to get ready all shipping documents for the settlement.

The preparation of goods for export should be made in accordance with the stipulations of a contract, such as requirements for quantity, quality and packing, all the necessary certificates, i. e. certificate of origin, certificate of quality, certificate of quantity, etc.

In most cases, the payment is made through a documentary credit. Therefore, it is of vital importance to urge the importer to establish a covering L/C in time. Upon receipt of the credit, the exporter should always examine it carefully to make sure that the L/C stipulations agree with the contract. In case of anything that is not in line with the contract stipulations, the exporter should inform the importer immediately for an amendment. Or the exporter will risk a failure to collect the payment from a negotiating bank after the shipment is made.