



全国高等院校财经类英文版教材



International Trade Practice

国际贸易实务

(英文版)

张靓芝 编著



对外经济贸易大学出版社
University of International Business and Economics Press

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出版说明

中国与世界频繁的经济往来使得具备扎实的专业知识和一定外语水平的复合型人才越来越受到重视。在这种背景下,为适应国际财经类人才培养和教学的需要,国内很多高校相继开展双语教学,融外语及学科知识教学于一体。学生经过系统的学习后,不仅要掌握财经类各门学科的专业知识,而且要能够熟练利用英语开展各种国际商务、经济及其他外事活动。

为了适应时代需求和高校教学需求,对外经济贸易大学出版社组织编写了这套全国高等院校财经类英文版教材,主要适用于全国高等院校经济、管理、金融、法律等专业、商务英语专业和英语专业的商务/应用/外贸英语方向的学生。

本套教材与引进的国外原版教材最大的不同在于:本套教材的编著者均具有高校一线双语教学的实践经验,他们更加了解中国学生的水平和需求。因此,在编写教材过程中,他们一方面能借鉴国外原版教材理论与案例相结合的编写模式,另一方面能更好地结合我国教学的实际需求,控制难易程度。

本套教材包括《国际贸易实务(英文版)》、《国际贸易理论与实务(英文版)》、《国际贸易法(英文版)》、《国际金融(英文版)》、《国际营销(英文版)》、《国际商务管理(英文版)》、《基础会计(英文版)》、《国际结算(英文版)》等。本套教材不是封闭的,它将从国内高等院校的教学实际出发,随着高校双语教学的发展不断推出新的内容,不断丰富完善。

本套教材的编写队伍来自全国重点高等本科院校,编写教师均有着双语实际教学经验,有力地保证了本套教材的质量和水平。

对外经济贸易大学出版社

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前 言

国际贸易实务是国际贸易专业和国际商务专业的一门专业基础课，课程的内容涉及经济、法律、市场营销、金融、物流、保险、管理等专业知识。它综合运用了国际贸易理论与政策、国际商法、国际市场营销、国际金融、国际货物运输与保险、国际贸易财务核算等方面的基本原理和知识，实践性和涉外性很强。

总结而言，本教材具有以下突出特点：

一、本教材适应了我国高等教育国际化大发展的需要

本教材主要以英文编写，以适应我国大学教育国际化大发展的需要。同时，对于书中重要标题、内容和关键词汇，辅以必要的中文解释或总结。这种编写方法既关注每一个知识点的细节，又考虑了全局，不仅有助于读者对于基础知识和专业英语词汇的深刻理解，也有助于读者对整个课程知识结构和框架的把握，既见树木，又见森林。

二、本教材内容完整，结构合理

本教材以国际贸易活动的时间顺序为轴，依次阐述“国际贸易的准备工作”、“国际贸易合同的谈判和订立”、“国际贸易合同的履行”三个阶段中国际贸易实务的基础知识、基本技能和注意事项，其具体内容涵盖了国际贸易条约、惯例、合同的磋商及应当注意的问题、合同的履行等，并采用案例分析、条款讲解、逐步分析等方法，突出重点，注重知识结构和框架的合理性。

三、本教材内容与时俱进

1. 在介绍国际贸易的法律体系时，本教材从整体上介绍了目前为止有关国际贸易的国际条约、国际贸易惯例和我国相关法律法规的最新状态（效力）及其适用范围，为国际贸易从业者提供最新最有效的指引。

2. 在阐述如何取得对外贸易经营者资格及如何申领进出口配额和许可证方面，本教材介绍了通过商务部网站申请对外贸易经营者资格备案登记以及网上申领进出口配额和许可证的业务网址及流程，充分展示了网络技术在国际贸易实务中的应用，兼顾了电子商务的发展在国际贸易中的应用。

3. 在国际贸易结算及货款收付条款部分，本教材采用了最新版的《跟单信用证统一惯例》和《托收统一规则》的内容进行阐述。

4. 在国际贸易术语和价格条款部分，本教材详细介绍了最新版的《国际贸易术语解释通则》中每一个贸易术语下，买卖双方之间的责任、义务和风险的划分。

5. 在国际货物运输部分, 本教材介绍了最新的国际货物运输方式、新型货物运输业务类型及其基本流程。

6. 在国际货物运输保险部分, 本教材详细介绍和分析了中国人民财产保险股份有限公司制订的《中国保险条款》最新版的内容和英国伦敦保险人协会的《协会货物保险条款(Institute Cargo Clause)》最新版的内容。

7. 在国际贸易合同履行及主要单据制作部分, 本教材根据我国最新的国际贸易政策法规的规定, 分别介绍了安排生产、开立信用证、申请商检、进出口报关、安排运输、购买保险等业务程序, 并配有大量的图表和单据样本。

综上所述, 本教材体现了最新的国际贸易条约、国际贸易惯例, 并具有较强的时代特征。在详述国际贸易基础知识、注重培养国际贸易基本技能、强调形成国际贸易操作和应用能力的同时, 总结了我国多年开展国际贸易实践中积累的经验教训, 探讨更好地开展国际贸易的方法。本教材可以作为高等院校国际经济与贸易、国际金融、国际商务、国际物流、保险等本科专业的基础课教材, 同时也可以作为工商管理、市场营销等本科专业的选修课教材, 也适用于外销员、商务师、报关员考试辅导以及作为国际贸易实务研究和国际贸易从业者的参考书。

广东外语外贸大学国际经济贸易学院对本书的编写给予了大力支持。在本书编写过程中, 广东外语外贸大学国际经济贸易学院的同事向我提供了很多帮助; 很多朋友和学生也向我提供了宝贵的建议, 在此表示感谢! 同时, 感谢我的家人对我一如既往的支持!

由于编者才疏学浅, 书中定有不少缺点和疏漏, 望读者反馈各种意见和建议, 我将会不断完善和提高。编者电子邮箱: uibeitpz@163.com。

张靓芝

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Part 1

Preparations for International Trade

国际贸易的准备工作

To ensure success in doing international trade, you must plan your business strategy carefully. You shall get enough information about your company and the market before planning your business strategy. Thus, you shall undertake a SWOT analysis and a market research. And then you can make an appropriate international trade plan and strategy.

At the same time, you shall be well up in the legal system of international trade, including international conventions, international trade customs and practices, national business laws and regulations, etc.

Moreover, if you plan to import or export by yourself, you need to go through all the procedures and formalities of obtaining the international trade qualification and necessary trade quota or license.

本篇要点

本篇主要阐述了正式开展国际贸易之前需要的准备工作，主要包括：设定贸易任务、了解不同的贸易渠道和贸易方式、进行 SWOT 分析、对潜在市场进行市场调研、制定贸易计划和贸易战略、通晓国际贸易的法律体系、取得对外贸易经营资格以及申领进出口配额或许可证等。

本篇的重点是第一章和第二章，难点是第一章。本篇第三章仅供欲自营进出口的企业参考。拟委托外贸代理办理进出口业务的进出口货物收发货人（如进口货物的使用方或出口货物的制造厂商）不需办理第三章中所阐述的准备工作，所以不需掌握第三章的内容。

Chapter 1

Designing International Trade

Plan and Strategy



教学要点

本章主要介绍在正式开展国际贸易之前应当进行的设计和筹划阶段的准备工作，包括设定一个总的贸易任务（Setting a General Mission）、了解不同的贸易渠道和贸易方式（Learning about Different Trade Channels and Forms）、进行 SWOT 分析（Undertaking a SWOT Analysis）、选择并调研外国潜在市场（Selecting and Researching Potential Countries and Markets Abroad）、根据所获取的信息制定国际贸易计划和贸易策略（Preparing International Trade Plan and Strategy）等内容。

1.1 Setting a General Mission

Setting a general mission here refers to write down your tentative ideas, which outlines in very general terms what you plan to do about international trade. This written mission essentially serves as your interim objectives and will be revised later once you have done your market research and when you are preparing your trade plan. In this mission, you would better:

1. Indicate your reasons for doing international trade.
2. Indicate what your major deliverable or favourite commodity will be.
3. Indicate where and when you want to export or import the commodity.
4. Indicate what kind of trade terms and what kind of measures you want to use.
5. Indicate how much money you will need to achieve these tasks.

.....

Bear in mind that this statement shall be adjusted continually according to the information

you will gather during market research. And it will be replaced by your final trade plan.

1.2 Learning about Different Trade Channels and Forms

There are many trade channels and forms in international trade practice. The exporter/importer shall learn about different trade channels and forms that exist, so that they can decide which channel or form is right for them.

1.2.1 Trade Channels

Channels are sets of interdependent organizations (called intermediaries) involved in making the product available for consumption. Trade channels are the approaches that companies use to enter the market with their products or needs. The traditional channel goes from supplier, manufacturer, distributor, wholesaler and retailer. While many approaches exist, they have changed over the years because of the Internet and global sales.

Basically, there are two approaches or channels of exporting/importing—direct or indirect. *Direct exporting/importing* is the process whereby the exporter/importer becomes fully involved in and totally committed to the process of exporting/importing on a proactive basis. Depending on the industry and product, direct distribution channels have become more prevalent because of the Internet. *Indirect exporting/importing* is the process of selling/buying goods overseas through a third party, thereby relinquishing control of the selling/buying process of the goods. The indirect channel is used by companies who do not sell their goods directly to consumers. This is an attractive mode of trade for a small- to medium-sized enterprise as a first step to selling/buying in the international trade market.

In practice, many organizations use a mix of different channels. In particular, they may complement a direct sales-force, calling on the larger accounts, with agents, covering the smaller customers and prospects. In addition, online retailing or e-commerce is leading to disintermediation. Retailing via smartphone or m-commerce is also a growing area.

The exporter's marketing department or the importer's purchasing department needs to design the most suitable channels for the exporting or importing business, then select appropriate channel members or intermediaries. Sometimes, the exporters/importers need to train staff of intermediaries and motivate the intermediary to sell/buy the specified products. The exporters/importers should monitor the channel's performance over time and modify the channel to enhance performance. To motivate intermediaries the exporters usually adopt

positive actions, such as offering higher margins to the intermediary, special deals, premiums and allowances for advertising or display. On the other hand, negative actions may be necessary, such as threatening to cut back on margin, or hold back delivery of product.

1.2.2 Trade Forms Options

1. Agency

The agency in trade, also called principal-agent relationship, means a relationship in which the parties have agreed that the agent is to represent the principal in negotiating and transacting business; that is, the agent is employed to make contracts or enter similar business transactions on behalf of the principal.

The principal-agent relationships are formed by the mutual consent of a principal and an agent. *An agent* is the party who agrees to act on behalf of another. And *a principal* is the party who employs another person to act on his or her behalf. The narrow definition of “agent” in international trade practice is that he is a party who acts for the exporter or importer, and the exporter or importer is called the principal. In international trade practice, agents usually are intermediaries that act on behalf of the producer but do not take title to the products.

Any person who has the capacity to contract can appoint an agent to act on his or her behalf. But persons who lack contractual capacity cannot appoint an agent, e.g., insane persons and minors. And the agent does not make a profit but is paid a commission on all transactions secured.

1) The duties of agents and principals

Duties of an agent to his/her principal mainly are: ① The agent owes a fiduciary duty of good faith(诚信) and utmost loyalty(忠实) to the principal. ② Duty of obedience, which means agent must generally obey any reasonable directions that the principal provides and the agent is liable for any loss if he deviates. But, if the instructions are illegal, immoral or against public policy, the agent may deviate the instructions. ③ Duty of care, which means the agent must use reasonable skill and care in conducting the principal's business. ④ Duty of accounting, which means the agent's individual property must be kept separate from the principal's property and all property and funds belonging to the principal are required to be accounted for adequately. ⑤ Duty of communication, which means the agent must communicate to the principal all relevant information and notices he receives in the course of performing the principal's business.

And duties of a principal to his/her agent mainly are: ① Duty to pay commission. ② Duty to reimburse and indemnify, which means, if the agent is acting within the scope of

authority, the principal has a duty to reimburse the agent for expenses; to indemnify the agent for losses. However, if expenses or losses are caused by the agent's fault, the principal will not reimburse or indemnify the agent. ③ Duty to keep accounts, which means the principal has a duty to keep records by which the commission due the agent can be determined.

2) Main types of agents

① General agent: This is an agent who has the principal's unlimited authority to carry out contracts on behalf of the principal without recourse to the principal on each and every point in a transaction. A general agent in international trade has authority to do all the acts related to business or trade in the interest of his principal. A general agent has an implied authority to bind his principal by doing various acts necessary for carrying on the business of his principal.

② Universal agent: Universal agent is practically a general agent with very extensive rights. We rarely find universal agents in business world today.

③ Sole agent: A sole agent is an exclusive agent. The agency relationship endows the agent exclusive rights to sell a product or service in a particular territory for a specified period.

④ Co-agents: This happens when a principal appoints two or more persons as agents jointly. It implies that all co-agents concur in the exercise of their authority unless their authority is fixed or unless circumstances reveal any intention to the contrary. But when their authority is several, any other of the co-agents can act without the concurrence of the other.

⑤ Special agent: This is an agent who has been appointed to carry out only a designated task. On completion of the task, the agency terminates. The agency in such cases lasts for a specific period for a particular type of job or work. For instance, a broker, a forwarding agent, a clearing agent, a commission agent, an indenting agent, an auctioneer, etc.

A broker is a special type of mercantile agent who acts as a middleman between the buyer and the seller. We can say that he/she is employed to bring about contractual relationship between the principal and the third party. He/she usually gets commission for the work performed. His/her function ends when he/she brings the two parties together. He/she is never in possession of the subject, therefore does not have possession of the goods at the time of sale and cannot exercise the right of lien.

A commission agent is generally appointed for selling or buying goods on behalf of his/her principal. He/she tries to secure buyers for a seller of goods or secure sellers for a buyer of goods and receives a commission in return for his/her work on the actual sales price. For example, *an indenting agent* is a commission agent who procures a sale or purchase on behalf of his/her principal with a merchant abroad for a commission at the rate mentioned in the indent. He/she is