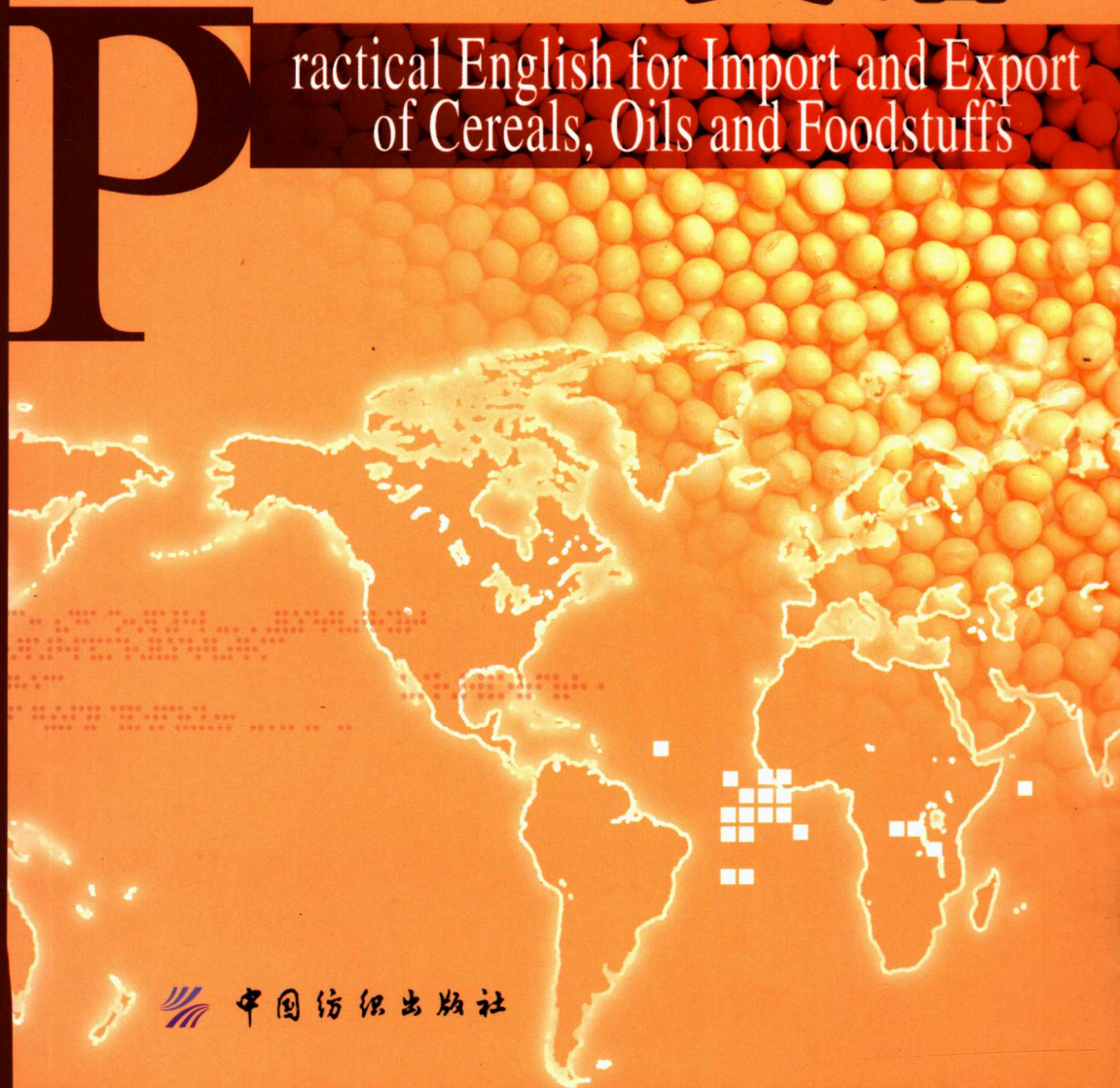


武义海 ◆ 编著

粮油食品 外贸实务 英语

实战商务英语系列

Practical English for Import and Export
of Cereals, Oils and Foodstuffs



中国纺织出版社

粮油食品
外贸实务
英语
























英语

Keywords: English as a foreign language; Foreign Language Acquisition; Second Language Acquisition

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内 容 提 要

本书按照粮油食品外贸业务流程,围绕外贸实务中“证、货、船、款”四大基本环节,把粮油食品行业的专业英语同外贸英语结合起来,采用中英文对照的方式,全面系统地介绍了英语在粮油食品外贸实务中各个环节的规范用法。

本书由外贸一线的专家根据实际经验写成,选用了大量外贸实务中的单据和文本,极具实用价值,会对外贸业内人士及大专院校师生提供极大帮助。

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FOREWORD

前言

本书根据笔者工作实践及实际工作要求编写，来源于工作实践，对从事或将从事粮油食品外贸实务的同行会有一定帮助。

本书中的来函、来电基本为原文，只是客户名称、地址、电话号码、传真号码、电子邮件地址等做了修改。肥东实业、安徽天使等公司为笔者杜撰的，如有同名，纯属偶然。本书强调的是实务操作，不求理论上的准确、完整，因此，理论上肯定有所疏漏。同时，囿于笔者的专业和英语水平，错误也在所难免，恳请专家、同行给予批评、指正。

本书关于单证部分，参照国际商会第 500 号、515 号、613 号、522 号等出版物要求。关于危害分析及关键控制点简介部分，参照《输美出口水产品 HACCP 培训教材》。

陶莎莎、胡银玲、仝楠、刘毅参与本书部分章节的编写或校对工作。孙朝金、宋邦林、甘世东为本书提供部分素材。在此，笔者表示诚挚的感谢！

编 者

2003 年 2 月 10 日于合肥

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CHAPTER 1

WHAT IS INTERNATIONAL TRADE

I International trade

Trade (commerce) takes place when one party produces and exchanges goods and services for currency or for the goods and services offered by someone else.

When an exchange of goods and services takes place across national boundaries, it is called international trade. Exports are the goods and services sold by individuals or nations. Imports are the goods and services purchased. By these methods, products valued at more than USD 7 trillion worldwide are exchanged every year. When we as consumers enjoy fresh flowers from Latin America, tropical fruits in the middle of winter, or a foreign car, we are participants in and beneficiaries of international trade, which is not a zero-sum game of winners and losers. It is a game in which everyone wins.

II What is an import/export business

What is an import/export business? What organizational methods do traders use? These are among the questions I'm frequently asked, and they are given a detailed explanation in this book. Even so, the answers depend on whether you work for a manufacturer or are independent.

If you own or work for a manufacturer of an exportable product, this manufacturer can organize its own export department. But today many manufacturers have transferred their export function to import/export companies.

An independent import/export business is an individual or company that acts as an international middleman (a unisex term), that is, it sells foreign-made products (import), sells domestic products (home country) in other countries (export), or does both. You see, every manufacturer that hasn't exported can be a potential client for you; all over the world there are many businesses that do not export. According to U.S. Department of Commerce, less than 10 percent of all American manufacturers currently sell their products overseas.

Whether you run your business from your home or as an expansion of an existing domestic manufacturing firm, whether you work at it full or part time, an import/export business often requires little capital investment for start-up. Of course, the venture can grow into a giant business with billions of dollars in annual sales. An import/

export business also offers great opportunity to travel and enjoy the prestige of working with clients all over the world.

II Where do importers and exporters trade

The opportunity to conduct import/export is found everywhere, because international markets have become much more interdependent. Trade conditions among nations have changed. Today, conditions favor importing and exporting from all countries. International trade involves both importing and exporting, not one to the exclusion of the other actually. Novices to international trade, whether companies or individuals, can get started through either importing or exporting. Once trade begins, opportunities spring out of nowhere. A person who successfully starts importing very soon learns of exporting opportunities and vice versa. In any case, a lot of money can be made. More than USD 7 trillion wouldn't be traded worldwide if it weren't profitable to do so.

IV International trade considerations

It is important for various parties engaged in international trade to have a general understanding of some of the basic political, legal and economic issues that make up the framework within which such trade takes place. One must acknowledge a general principle, namely, that in every international trade transaction there must be:

- a seller an agreed product or services;
 - a sales contract;
 - shipping and delivery details.
- a buyer terms of payment;
 - required documentation;
 - insurance cover.

V A list of political, legal and economic issues to be considered in international trade

Before entering into an international trade transaction, the parties should take accounts of the political, legal and economic framework within which their transaction will be taking place. This means they should consider the followings:

1. Political / governmental policies and their potential impact on the transaction

These include:

- Restrictive governmental policies;
- Exchange controls;
- Tariffs and quota restrictions;
- Expropriation;

- Export/import licensing;
- Trade embargoes;
- Anti – dumping legislation;
- Pre – shipment inspection/price comparisons;
- Resale price restrictions;
- Health requirements;
- Policies on hazardous goods; and
- Taxation.

2. *Currency policies of the countries that import and export: the risks associated with and the parties' ability to comply with them*

These include:

- Foreign exchange policies and procedures;
- Licensing;
- Scarcity of convertible currency;
- Fluctuation or volatility of exchange rates; and
- Covering and hedging of foreign exchange exposure.

3. *Fraud possibilities in the transaction or in documents*

Payment against documents for imports en route cannot give protection against the risk of fraud when dealing with a seller who is not known, or concerning whom reports are not wholly satisfactory.

'Understanding the other side' may be even more important than 'knowing how to deal with such problems.'

Further more, goods should not be shipped or a service provided merely against a 'paper promise to pay' which has not been thoroughly examined, authenticated or verified.

4. *Jurisdictional and other legal issues that should be considered*

Dispute settlement:

- Locale of contract's enforcement;
- Availability of legal representation; and
- Legal policies towards foreign corporations.

Legal requirements:

- As to the quality of the goods or services to be performed;
- As to the specification of the goods or services;
- As to the labelling;
- As to the packaging/marketing of the goods; and
- As to retention of title to the goods.

Intellectual property rights:

- Registry of trade marks, patents or copyrights, both domestic and international.

5. Trade or shipping terms in international trade

Trade terms are one of the key elements of international contracts of sale. They identify for the parties what to do with respect to their individual responsibilities.

Shipping goods from one country to another under a commercial transaction has its risks. If upon formalizing a contract of sale, the buyer and the seller specifically incorporate one of the trade terms used in international commerce, they may be assured that they have defined their respective responsibilities in a simple and secure manner. This should eliminate any possibility of misinterpretation and any corresponding disputes.

In the 1920's, the International Chamber of Commerce conducted a study on the interpretation of the more important trade terms. This study demonstrated that the terms were understood differently in different countries. Therefore, the outcome of a dispute between the seller and the buyer often depend on the applicable law and the place where the dispute would be involved. This, of course, involved judicial risks for the seller or the buyer which could create serious disputes and adversely affect future business between them.

For this reason, the International Chamber of Commerce considered it important to develop rules for the interpretation of trade terms which the parties to the contract of sale could agree to apply-INCOTERMS-for international commercial terms. These rules were first published in 1936.

The principal trade terms usually used in international trade are the INCOTERMS 2000. They are applicable:

- By reference in the contract of sale;
- As an international custom of the trade; and
- By assuming that the parties have intended to apply them (so-called implication).

VI Documentary requirements

Commercial and financial documentary requirements.

The parties to international trade transaction must address the following documentary issues:

Buyer:

What document(s) does the buyer need?

Seller:

What document(s) will be able to supply?

Country that exports:

What documents are required under the regulations of the exporting country? And

Country that imports:

What documents are required under the regulations of the importing country?

VI Main objective of the parties to a transaction

1. The buyer's objectives are

Contract fulfillment:

- To receive the correct quantity and quality of the goods purchased or services required;

- To receive, in a timely manner and at the correct place, the goods purchased or the services required; and

- To assure that he does not have to pay the seller until he is certain that the seller has fulfilled his obligations correctly.

Credit:

- A managed cash flow, with the possibility of obtaining bank finance; and/or

- To defer payment as long as possible.

Convenience:

- The convenience of using an intervening third party in whom both the buyer and the seller have confidence—such as a bank with its Documentary Credit expertise—when payment is to be made.

2. The seller's objectives are

Contract fulfillment:

- To assure that he will be paid in full within the agreed time limit; and

- To deliver the contracted goods or services as quickly as possible.

Prompt payment:

- To pay promptly on completion of his contractual obligation, so as to improve the liquidity of his business; and

- To receive payment of the correct amount and in the correct currency.

Convenience:

- The convenience of receiving payment at his own bank or through a bank in his own country.

VI Critical common steps of international trade

International trade takes place between countries or regions, and is most complicated, in which there are so many steps involved. But usually four critical common steps have to be considered carefully in export. That is:

- Formalizing a contract of sale or receiving a letter of credit;

- Goods or services to be performed;
- Carriage by vessel/wagon/truck/airplane;
- Payment effected by the buyer.

Before formalizing a contract or receiving a letter of credit, importers and exporters have to communicate by all possible means to conclude a transaction agreed upon mutually. Main transaction procedures are:

- Enquiry;
- Offer/bid;
- Counter-offer;
- Acceptance;
- Formalizing a contract.