Foundation Course of Business English (II)

商务英语基础教程

(第二册)

主 编 赵淑燕 副主编 王 欣 孙明珠

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内容简介

本教材共分两册,分别从不同的角度和深度为学生营造了更适合他们的商务英语学习氛围。本书 突出实用性和实战技能,以国际商务交际活动为中心、展示如何处理实际交易环节中出现的各类问题、 内容涉及国际贸易、商务沟通、商务翻译等,将说、读、写、译四项英语技能与商务业务技巧、商务 礼仪和流行口语有机融合。通过经典句型、情景对话、实用课文、练习和商务写作,使学生具备初级 商务知识和商务英语应用技能。本书适合普通高等学校商务英语专业的学生使用,也可为相关商务领 域从业人员提供参考。

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改革开放的 30 年是中国敞开对外开放的大门,高速发展、逐渐融入世界经济,并在国际舞台上发挥越来越重要作用的 30 年。在这段历程中,中国加入世界贸易组织是一个重要的里程碑,极大地推动了中国经济与世界经济的接轨与融合。经济全球化的趋势迫切需要培养大批熟练掌握英语、精通商务知识、熟悉国际商务环境、善于跨文化交际的国际型、复合型专业人才。

此类商务人才的成功培养是诸多环节与因素共同发挥作用的结果,其中必不可少、至关重要的一环就是有一套以此目标为导向的、编写意图明确、选材新颖、针对性强、实用性强的高质量的教材。因为教材是一切教学活动得以顺利开展的基础和前提,而学校又是向各行业输送专业人才的重要基地。

本套教材在体系上分为商务英语基础课程教材《商务英语听力教程》《商务英语口语教程》《商务英语阅读教程》《商务英语翻译教程》《商务英语写作教程》等,和商务英语专业核心课程教材《国际贸易实务》《商务英语谈判》《国际贸易函电》《报关员实务》《报检员实务》《单证员实务》等。每本教材自成体系,整套教材又是一个有机的整体,形成了科学的商务英语教学体系。另外,本套教材不是封闭的系列,将随着高校课程改革以及现实的经济发展情况不断推出新的书目。

本套教材体现了编写者努力将语言技能训练和商务知识学习有机融合的思路和理念,其宗旨是服务于复合型、应用型人才培养的目标。编写者们都是有着多年一线教学经验的资深教师,不仅熟悉英语教学的重点、难点,同时具备丰富的商务贸易领域的专业知识。

本套教材在编写过程中得到了北京理工大学出版社的大力支持,在此表示衷心感谢。

丛书编写委员会



随着世界经济一体化的快速发展,中国在世界经济舞台上扮演着越来越重要的角色。尤其是我国成功加入WTO之后,我国的国际商务交流活动越来越频繁。在这样的时代背景下,懂得商务知识和礼仪,了解国际商务趋势,具有一定的跨文化交际能力,掌握并能熟练应用英语的复合型人才就成为目前经济社会发展的急需。

目前,我国的高等教育还处在不断发展阶段,全面贯彻素质教育是当前的首要任务。为此,我们编写了这本《商务英语基础教程》。本教材共分为两册,分别从不同的角度和不同的深度为学生营造了一个更适合他们的商务英语学习氛围。本书突出实用性和实战技能,以国际商务交际活动为中心,展示如何处理实际交易环节中出现的各类问题,内容涉及国际贸易、商务沟通、商务翻译等方面的内容。通过学习国际商务知识,提高学生的英语说、读、写和译的技能,融合商务业务技巧、商务礼仪和流行口语为一体,操练本书的经典句型、情景对话、实用课文,练习和商务写作,可以使学生具备初级商务知识和商务英语应用技能。

《商务英语基础教程》的编写具有以下特点。

1. 实用性

本书主要针对商务英语专业低年级学生在学习之初商务知识缺乏和英语技能有限的特点设计,因而对语言和内容的难易程度都有相应的控制,使之更适合学生应用。

2. 专业性

真实、生动的素材,使学生在掌握语言技能的同时,了解现代国际商务的基础知识和操作环境,以达到在体验商务中学习语言、提高商务交际能力的目的。这一特色主要 反映在丰富多彩的国际商务内容选材上,涉及现代市场经济条件下商务活动的各个方面和时代课题。

3. 情景性

由于涉及的商务知识比较全面,为了激发学生学习的积极性,在每一章都设置了在某种场景下、关于某一特定内容的情景对话。而通过对话的学习和练习,能够使学生更好地了解商务知识的应用,提高学生英语技能的掌握。

本书的编写参考了国内外许多优秀的商务英语教材。但由于时间仓促和编者的能力有限,书中难免有不足之处,敬请广大读者予以指正,谢谢!

编者

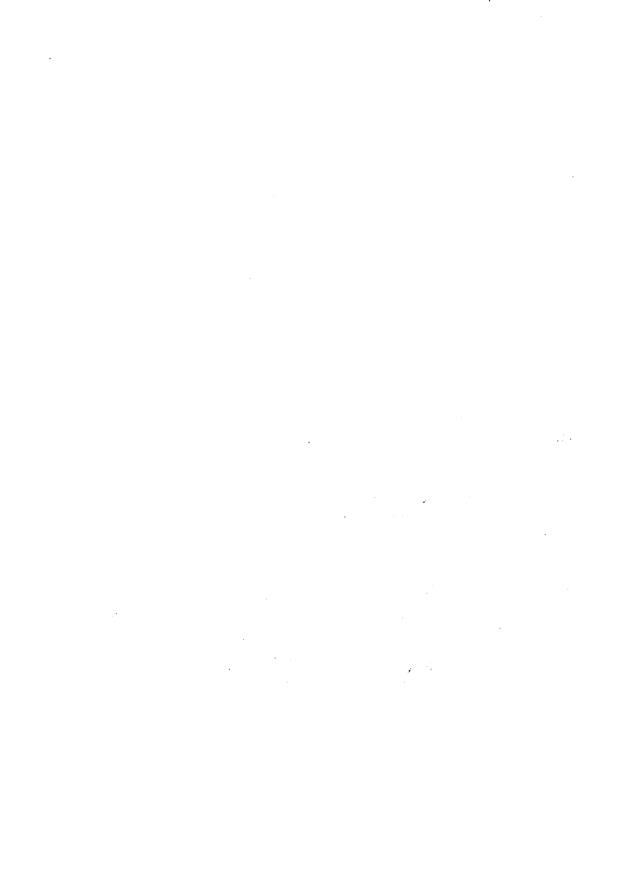


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Chapter One

Making Contract





1.1 Warming-up

In international business, the acceptance of an offer or order usually results in a contract. It is important and necessary to sign a written contract, which stipulates the rights and responsibilities of the two parties involved. A contract is a formal legal document binding upon both parties after being signed, and both parties must abide by the contract and keep good faith. In general, a contract should explicitly include the following terms of price, quantity, payment, commission, validity of agreement, arbitration and so on.

- 1. Shall we sign the contract tomorrow? 我们明天签合同好吗?
- 2. Is there anything that needs amending?
 还有什么需要修改的地方吗?
- 3. Do you agree with these terms? 您同意这些条款吗?
- 4. Do you have any comment to make on this clause? 您对这条有什么意见吗?
- 5. Would you like to have one more look at the modified contract? 您是否再看一遍修订后的合同?
- 6. Has the attorney read the contract yet? 律师看过合同了吗?
- 7. When will the contract be ready? 何时签合同?
- 8. When does the contract expire and is it possible to renew it? 合同何时到期? 我们能否续签?
- 9. We haven't reached a basic agreement on the problems that still need to be worked out.



我们还有一些未尽事官需进一步协商。

10. I think we'd better have another check in order to avoid arguing over some minor problems in the days to come.

我们最好还是再检查一遍,以免日后在一些细节上产生纠纷。

11. Your company enjoys high prestige as we know, and that's why we prefer to cooperate with you.

贵公司一直信誉良好,这也是我方愿意与贵方合作的原因。

12. Here are two originals of the contract. 这是合同的两份正本。

13. We have written the contract both in Chinese and English. 本合同有英汉两种版本。

14. As long as we keep to the principle of equality and mutual benefit, trade between our two parties is sure to develop further.

只要我们秉承平等与互利的原则,双方的合作一定会进一步深化。

15. We have prepared a rough draft of the contract. 我方草拟了一份合同。

- 16. Since we both want to sign a contract, we have to make some concessions to do it. 既然双方都想要签署合同,因此双方必须做出一些让步。
- 17. Our current contract is about to expire, and we'll need to discuss a new one. 我们现有的合同快要期满了,需要再谈一个新合同。
- 18. We can repeat the contract on the same terms. 我们可以按同样条件再订一个合同。
- 19. The contract comes into effect today, we can't go back on our word now. 合同已于今日生效,我们不能反悔了。
- 20. Once the contract is approved by the Chinese government, it is legally binding upon both parties.

合同一经中国政府批准,对双方就有了法律约束力。

21. We have to hold you to the contract. 我方不得不要求你方按合同办事。



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- 22. We always carry out the terms of our contract to the letter and stand by what we say. 我方一贯重合同,守信用。
- 23. We'll revise the contract this evening, and have it ready to be signed tomorrow morning at ten. How's that?

今晚我们修改一下合同,准备明天早上10点签约,怎么样?

- 24. Any deviation from the contract will be unfavourable. 任何违反合同之事都是不利的。
- 25. You have no grounds for backing out of the contract. 你们没有正当理由背弃合同。
- 26. In case one party fails to carry out the contract, the other party is entitled to cancel the contract.

如果一方不执行合同,另一方有权撤销该合同。

27. Are you worrying about the non-execution of the contract and non-payment on our part?

你方否担心我方不履行合同或者拒不付款?

- 28. You cannot cancel the contract without first securing our agreement. 如果没有事先征得我方同意,你方不能取消合同。
- 29. This contract will come into force as soon as it is signed by two parties. 合同一经双方签定即生效。
- 30. Once a contract is made, it must be strictly implemented. 合同一旦签定就应严格执行。

1. 2 Situational Dialogues

Dialogue A

A: Good morning, Mr. Brown. I made a very close study of the draft contract last night.

B: Any questions?





- A: Yes. There are a few points which I'd like to bring up. Firstly, I think we should add a sentence here like this: If one side fails to observe the contract, the other side is entitled to cancel it, and the loss for this reason should be charged by the side breaking the contract.
- B: That's OK. I think all the terms should meet with unanimous agreement. Do you have any other comment?
- A: Secondly, about the terms of payment. Your draft contract says that payment is to be made by D/P. This is not our practice. We prefer to have the payment made by L/C.
- B: OK, we agree to pay by L/C. When I get back, I'll open an L/C for the whole quantity as soon as possible.
- A: The stipulations in the relevant credit should strictly confirm to the terms stated in the contract in order to avoid subsequent amendment. We must have your L/C at least one month before the time of shipment.
- B: Anything else you want to bring up for discussion?
- A: No, nothing more. The contract contains basically all we have agreed upon during our negotiations. Please have the contract amended. And we are to sign it tomorrow morning. Now, I'm glad that our negotiation has come to a successful conclusion. I hope this will lead to further business between us.
- B: We hope so, too.



- 1. draft contract 合同草案
- 2. If one side fails to observe the contract, the other side is entitled to cancel it. 如果一方不履行合同协议,另一方则有权终止合同。
- 3. The loss for this reason should be charged by the side breaking the contract. 由此造成的损失必须由毁约方承担。
- 4. I think all the terms should meet with unanimous agreement. 我认为一切条款必须取得双方的一致同意。
- 5. Your draft contract says that payment is to be made by D/P. This is not our practice. We prefer to have the payment made by L/C. 你们的合同草案规定付款方式为付款交单,这不是我们的惯例,我们希望用信用证付款。
- 6. The stipulations in the relevant credit should strictly confirm to the terms stated in the contract in order to avoid subsequent amendment.

 有关信用证上的规定必须与合同上的条款完全一致,这样才可避免日后被修正。

Dialogue B

- A: Our current contract is about to expire, and we'll need to discuss a new one.
- B: We can repeat the contract on the same terms.
- A: I'm afraid we ought to clear up problems arising from the old contract.
- B: OK. Anything you want to bring up for discussion?
- A: Yes, one thing I would like to point out: timely delivery. You know our customers are in urgent need of the goods. If you fail to deliver the goods at the time stipulated in the contract, they may turn elsewhere for substitution. If so, we just can't stand the loss.
- B: We are terribly sorry for the delay in delivery last time. That is our fault.
- A: Since we are long-term partners and the delay last time didn't cause enormous losses,



we didn't ask you to bear all the costs. So we think the new contract adds that the supplier will be charged a penalty if there is a delay in delivery. You know once a contract is made, it must be strictly implemented, and any deviation from the contract will be unfavourable.

- B: Are you worrying about the non-execution of the contract? You know we always carry out the terms of our contract to the letter and stand by what we say. You may rest assured that the shipment will be duly delivered. We'll revise the contract this evening, and have it ready to be signed tomorrow morning at ten. How's that?
- A: OK. We'll sign two originals, each in the Chinese and English language. Both are equally effective. Your company enjoys good prestige as we know, and that's why we prefer to cooperate with you.
- B: As long as we keep to the principle of equality and mutual benefit, trade between our two parties is sure to develop further.



- 1. expire (文件, 协议等) 到期
- 2. We ought to clear up problems arising from the old contract. 我们应该清理一下老合同中出现的问题。
- 3. be in urgent need of 急需
- 4. stipulate 规定
- 5. substitution 代替
- 6. The supplier will be charged a penalty if there is a delay in delivery. 若供货方发货延迟,将被处以罚金。
- 7. L/C 信用证 全称为 Letter of Credit

1.3 Reading Materials



A contract is an agreement which sets forth binding obligations of the relevant parties. It is enforceable by law, and any party that fails to fulfill his contractual obligations may be sued and forced to make compensation, though most contracts do not give rise to disputes.



The contract is based on agreement, which is the result of business negotiations. There are two types of business negotiations: oral and written. The former refers to direct discussions conducted at trade fairs or by sending trade groups abroad or by inviting foreign customers. Business discussions through international trunk calls are also included in this category.

Written negotiations often begin with enquiries made by the buyers to get information about the goods to be ordered such as quantity, specifications, prices, time of shipment and other terms. An enquiry is made without engagement on the part of the enquirer. In

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