



21世纪高职高专财经类专业规划教材

INTERNATIONAL TRADE

# 国际贸易实用英语

PRACTICE AND PROCEDURES

姜宏 季琼 弓永钦 编著



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21 世纪高职高专财经类专业规划教材

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## *International Trade Practice and Procedures*



姜 宏  
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弓永钦



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本书基于国际贸易业务流程设计教学单元。从进口商询价开始,内容包括出口商报价、双方进行交易磋商并达成一致、签订国际货物买卖合同;然后基于国际货物买卖合同,进口商申请开立信用证,出口商审核信用证并办理托运、投保、装运等事宜;待货物装运后,制单结汇,收取货款。

本书在相关业务环节中,采用企业真实的发票、箱单、提单、保险单、汇票等单据,读者可以直接接触实际业务资料和单据表格。

本书包含各领域的情景对话、阅读理解和实际操作练习项目,能够综合培养读者国际贸易英语的口头表达能力、阅读理解能力和英文单据的缮制与操作能力。

本书适合于高职高专国际商务、国际贸易、商务英语等涉外专业的学生提高国际贸易英语的应用能力,也适合正在从事国际贸易工作的企业人员提高自己的英语水平。

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## 前 言

对于国际贸易从业人员来说,能够讲两种以上的语言是必须的。大部分世界贸易是通过英语磋商的,英语的重要性随着中国加入世界贸易组织和国际经贸合作的广泛深入发展而日益突出。

《国际贸易实用英语》一书旨在使学生熟悉国际贸易领域的基本词汇。对于那些即将从事进出口业务的人员,以及那些已经在该领域立足并希望通过提高英语水平进而发展事业的专业人员来说,本书也是非常有用的。

对于进出口商来说,必须具备商务谈判与沟通、运输、保险、国际结算、营销和商法等多个商业领域的基础知识,本书以口头和书面的形式包含了这些主题,对话在编写时有意识地使用专业人士在日常活动中常用的口头语和惯用语。

本书以进出口业务流程为主线,从进口商询盘开始,内容包括商务谈判、包装、信用证、运输、保险、制单结汇、争端解决等,旨在培养学生在上述商业领域的英语沟通能力和业务操作能力。本书共分7个单元。第1单元“商务谈判”内容包括询盘与发盘、还盘与接受、贸易术语及销售合同;第2单元“包装”介绍包装方式及包装标志;第3单元“信用证”讨论付款方式、申请开立信用证并分析信用证条款;第4单元“运输”内容包括商讨运输条件、寻找货运代理、选择运输方式及计算运费;第5单元“保险”包括区分风险、损失和险别、投保、确定保险金额和保险费、保险索赔和理赔;第6单元“制单结汇”内容包括结汇单据、商业发票、海运提单、保险单和汇票;第7单元“争端解决”包括提出索赔、进行理赔、寻求仲裁等内容。

需要指出的是,尽管本书的技术内容在各个方面都是准确的,但本书的主要目的不是教授国际贸易,本书也不是为英语初学者设计的。本书的适用对象应该是那些对于国际贸易相关领域已经比较熟悉、对英语的语法和词汇也具备较好基础的人。使用本书的目的是出于个人的兴趣或者职业发展的需要而提高国际贸易专业英语水平。

本书的基本结构是情景对话,然后是用于阅读理解短文。单元练习使学生能够处理该单元中某些有用而且较为复杂的词及句型。本书的最后还附有各单元练习题的答案、正文阅读理解的译文及专业词汇表。为帮助学生发音,生词后面配有国际音标。

本书的编写分工如下(按章节顺序):弓永钦编写第1单元、第2单元和第7单元;姜宏编写第3单元和第6单元;季琼编写第4单元和第5单元。全书由姜宏负责统稿。

在本书编写过程中,对外经济贸易大学王志勇教授提供了宝贵的外文资料,并对本书的编写提出了宝贵的意见和建议,在此深表感谢。我们的学生关雁飞、吴颖、刘莹迎为本书的排版设计做了认真细致的工作,在此表示感谢。

为配合教学,本书提供电子教案,读者可在机械工业出版社教材服务网 [www.cmpedu.com](http://www.cmpedu.com) 免费下载。

编 者



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# Unit 1 Business Negotiations

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## Objectives

- ✓ To master the skills of making inquiry and offer
- ✓ To master the skills of making counteroffer and acceptance
- ✓ To know the legal meaning of offer and acceptance in business law
- ✓ To know what price terms like FOB, CFR, and CIF mean to sellers and buyers in terms of their obligations, risks and expenses
- ✓ To understand the major clauses in an international sales contract and be able to draft such an S/C



## Outline

- ✓ Making Inquiry and Offer
- ✓ Making Counteroffer and Acceptance
- ✓ Understanding Terms of Contract
- ✓ Drafting Sales Contract

## 1.1 Making Inquiry and Offer



### Dialogue

(Mr. Smith, an American merchant, is inquiring about women's clothes with Mr. Zhang, the sales manager of a fashion company in China)

- Smith: Hello, Mr. Zhang! I'm glad to have the opportunity of visiting your corporation. We would like to open up business relations with you.
- Zhang: It's great pleasure to meet you, Mr. Smith. I believe you have seen our exhibits in our show room. Is there any item that you are particularly interested in?
- Smith: I'm quite interested in your women's blouses, and sweaters. I've studied your catalogues and wish to buy a few items. Here's a list of our requirements and I'd like to have your lowest quotation.
- Zhang: Thank you for your inquiry. Would you please tell me the quantity you want so that we can work out the offers?
- Smith: I'll do that. Meanwhile, could you give me an indication of the price?
- Zhang: Here is our price list on the basis of FOB. All the prices are subject to our final confirmation.
- Smith: Oh, I see, but your prices seem to be a bit high. Could you give us some discount if the order is a sizable one? In addition, you'd better quote us on CIF Seattle basis, which is our usual practice.
- Zhang: No problem. We'll work out the final offer and send it to you by e-mail.
- Smith: Thank you very much. By the way, do you accept D/P as the method of payment?
- Zhang: I'm afraid not, Mr. Smith. All of our exports are paid by confirmed, irrevocable letter of credit. You know, we feel safer with a bank's credit.
- Smith: I understand that. If it's your rule, I think I'll have no alternative but to agree to that. One more question, when can you deliver the goods?
- Zhang: That depends on the quantity you order. Generally speaking, we can manage the shipment within one month after receipt of covering letter of credit.
- Smith: Ok, then. Would you please include all the above details in your e-mail offer?
- Zhang: Sure. Thanks for your coming and wish our cooperation a success!





## Reading and Comprehension

March 28, 2009

Re: Offer for Women's Blouses and Sweaters

Dear Mr. Smith,

In response to your inquiry of March 27, 2009 about the women's blouses and sweaters, we are pleased to make you the offer as follows.

| Item No. | Description | Colors                        | Unit Price (USD) |
|----------|-------------|-------------------------------|------------------|
| 325      | Blouse      | Red, blue, yellow, white      | 15.00/pc         |
| 328      | Blouse      | Red, blue, yellow, white      | 15.00/pc         |
| 330      | Blouse      | Red print, blue print         | 18.00/pc         |
| 456      | Sweater     | Blue print, green print       | 18.00/pc         |
| 459      | Sweater     | Red, blue, white, yellow      | 18.00/pc         |
| 543      | Sweater     | Red print, blue & green print | 23.00/pc         |
| 545      | Sweater     | Red flower, blue flower       | 23.00/pc         |

Payment is to be made by confirmed, irrevocable letter of credit. Prices are on CIF Seattle basis. We offer 2% discount for orders exceeding 2 000pcs and 3% for those exceeding 5 000pcs.

Shipment will be effected within 30 days upon receipt of the covering letter of credit. Each article will be packed in a poly-bag then 50pcs to a carton.

This offer is valid for two weeks. We look forward to receiving your order soon.

Yours sincerely,

Zhang Lin  
Sales Manager





## Additional Reading

### Inquiry and Offer

Business negotiations in international trade usually begin with an enquiry by an overseas buyer to seller, about the terms and conditions of a sale. It may be made by letter, telegram, telex or fax or even by telephone or through face-to-face talk.

Some enquiries are requests for price lists or catalogues. These may be called *general enquires*. Other enquiries are requests for quotations for certain articles, or requests for price terms, packing conditions, time of shipment, mode of payment, insurance, etc. These may be called *specific enquires*. Enquiries from regular customers are sometimes very brief in content especially if they are making a repeat order. In this case only the name, code number and specifications of the article may be mentioned.

Similarly, an offer may either be a *firm offer* or a *non-firm offer*. A firm offer is made to a specific person or persons to express or imply a definite intention of the offeror to make a contract under a clear, complete and final trade terms. Once a firm offer is unconditionally accepted by the offeree within its validity, a contract is concluded right away. A non-firm offer has no binding force upon the offeror, which often bears such wording "this offer is subject to our final confirmation", or "the prices are subject to change without notice".



### Technical Words and Phrases

1. exhibit [ig'zibit] *n.* object or collection of objects displayed for the public 展品
2. catalogue ['kætəlog] *n.* complete list of items usually in a special order and with a description of each 目录
3. quotation [kwəu'teɪʃn] *n.* current price of commodities 报价
4. FOB: Abbreviation for "free on board" (装运港) 船边交货价
5. CIF: cost, insurance and freight 成本、保险、运费价
6. D/P: short for documents against payment 付款交单 (缩写)
7. confirmation [kən'fə'meɪʃn] *n.* confirming or being confirmed; making sure 确认
8. confirmed [kən'fə:md] *adj.* 保兑的

A confirmed letter of credit is one under which payment is guaranteed by a bank in the event that the opener of the credit defaults, or is unable to make payment. 保兑信用证是指如果信用证开证行拒绝付款或不能付款时由另一家银行保证付款的信用证。

9. irrevocable [i'revəkəbl] *adj.* that cannot be revoked; when used in a letter of credit, means that the opener of the credit cannot cancel it before the expiry date 不可撤销的; 在信用证中, 不可撤销是指开证行在信用证到期日之前不能撤销其履行付款的责任
10. Letter of credit: a document whereby a buyer undertakes payment to a seller, through a bank, provided the seller delivers goods in accordance with the terms of contract. The document authorizes the seller to draw drafts on the opener of the credit, which the opener undertakes to honour at maturity. 信用证是一种文件, 规定只要卖方按照合同条款交付货物, 买方通过银行履行其对卖方的付款责任。信用证授权卖方开立以信用证开证行为付款人的汇票, 由开证行履行到期付款的责任。
11. packing ['pækin] *n.* process of packing goods 包装
12. shipment ['ʃipmənt] *n.* transport of goods by any means 装运; 运输
13. insurance [in'ʃʊərəns] *n.* guarantee of compensation for loss, damage, sickness, death, etc in return for regular payment 保险
14. code number: the number of a certain goods during transaction 货号
15. specification [ˌspesifi'keɪʃn] *n.* details and instructions describing the design, materials, etc. of sth. to be made or done 规格
16. offeree [ɔ:fə'ri:] *n.* the person or company that receives an offer 受盘人
17. offeror ['ɔ:fərə] *n.* the person or company that gives an offer 发盘人
18. validity [və'lɪdəti] *n.* state of being legally acceptable 有效期
19. binding ['baɪndɪŋ] *adj.* imposing a legal obligation 有约束力的

## 1.2 Making Counteroffer and Acceptance



### Dialogue

(Mr. Yuan is the Manager of a Chinese company which produces tea cups; Mr. Black is the Import Manager of an American supermarket.)

- Yuan: Mr. Black, our offer has been ready for you, 1000 sets of the 5-piece tea cups made of fine bone china at US\$50 per set FOB Tianjin.
- Black: Thank you for your offer Mr. Yuan, but your price seems much higher than those offered by other suppliers in China. We are currently doing business with some factories in Tianjin.
- Yuan: I know some factories give lower prices but their quality is not as good as ours. You see, the surface of our products is very smooth and the design is sophisticated.
- Black: I see your point. But fifty dollars is too high for us to accept. Could you offer any discount?

- Yuan: Frankly speaking, we're not allowed to give any discount at this price. But if you could increase your order, we can make an exception.
- Black: The most we can take for this time is 1 500 sets.
- Yuan: 1 500 sets...Well, as a token of our sincerity to conclude this business, I'll give you 10% discount.
- Black: 10%? Another company gives us 15% discount for that size of order. You know, an incentive discount encourages the buyers and helps promote the sales.
- Yuan: Of course, I know, but 15% is too much. To be honest, I am not authorized to give such a big reduction.
- Black: OK, then. Another thing, do you accept D/A as method of payment?
- Yuan: I'm afraid not, Mr. Black. We only accept confirmed, irrevocable letter of credit. That's the rule of our company. But we may consider other terms after more businesses between us.
- Black: If you can't make a concession at this point, could you advance your shipping date since we hope to launch the products in the coming Chinese Cultural Festival.
- Yuan: When will the festival begin?
- Black: Four weeks later.
- Yuan: We usually effect shipment within one month after signing the contract, but considering your quantity and selling season, we can deliver the goods in two weeks provided that your letter of credit arrives in time.
- Black: Thank you very much! I'll send you our order soon.



Tips:

- ◆ To become a good negotiator, learn to "read" the other party's needs.
- ◆ To become a good negotiator, learn to "read" the other party's needs.
- ◆ Be prepared to compromise when you negotiate.
- ◆ Clarify your priorities: be ready to concede less important points.
- ◆ Be flexible—it is a sign of strength, not of weakness.



## Reading and Comprehension

May 15, 2009

Dear Mr. Black,

Re: Confirmation of Your Order No. 146

Thank you for your order No. 146 for 1 500 sets of 5-piece tea cups made of fine bone china. We would like to confirm the terms and conditions for the sale of the goods as follows.

Commodity: 5-piece tea cups made of fine bone china.

Quantity: 1 500 sets.

Unit Price: USD45.00/set FOB Tianjin.

Total Amount: USD67 500.00.

Packing: To be packed in card box of one set each and 10 sets to a carton.

Insurance: To be covered by the Buyer.

Payment: To be made by confirmed, irrevocable letter of credit.

Delivery: Not later than May 31, 2009.

We are looking forward to receiving your letter of credit soon.

Yours sincerely,

Yuan Min

Export Manager



## Additional Reading

### Counteroffer and Acceptance

When the offeree deems the price is too high, some terms and conditions do not agree to what he expected, he may decline the offer, or most probably, make a counteroffer. Like the offer, a counteroffer is also of two kinds, one with engagement and the other without engagement. To the former, all the three elements—being clear, complete and final—that constitute an offer with engagement are applicable just the same. A counteroffer, in fact, is a rejection of an offer. Hence, it is a new offer and, at the same time the original offer lapses. Once the counteroffer is accepted by the other party unconditionally, the contract is concluded.

An acceptance must be unconditional and absolute, and within the validity of a firm offer, any alteration of the offer constitutes a counteroffer, not an acceptance. However, some compromises have been made for the sake of efficiency: if the offeror immediately accepts all that the offeree has replied in spite of a few minor differences or complements, it still constitutes an acceptance.



## Technical Words and Phrases

1. discount ['diskaunt] *n.* a percentage deduction 折扣
2. incentive [in'sentiv] *n.* thing that encourages one to do sth; stimulate 刺激
3. maximum ['mæksiməm] *adj.* the largest or biggest 最大的
4. D/A (document against acceptance) 承兑交单
5. concession [kən'seʃn] *n.* compromise; giving in 让步
6. shipping date: time for delivering the goods 装运日期
7. deem [di:m] *v.* consider, believe 认为
8. decline [di'klaɪn] *v.* refuse politely 婉拒
9. engagement [in'geɪdʒmənt] *n.* formal promise or guarantee 约束力
10. applicable ['æplɪkəbl] *adj.* appropriate or suitable 适用的
11. hence [hens] *adv.* for this reason 因此
12. lapse [læps] *n.* ending of a right 失效
13. unconditional [ʌnkən'dɪʃənl] *adj.* not subject to conditions; absolute 无条件的
14. alteration [ɔ:l'teəriʃən] *n.* making a change 改变



## Exercises

### I. Multiple choice comprehension based on the dialogue in 1.1.

1. CIF Seattle means\_\_\_\_\_.
  - a. the price including freight and insurance
  - b. the price including freight
  - c. the price of the goods produced in Seattle
2. The CIF price is related to\_\_\_\_\_.
  - a. distance from the country where the buyer is located
  - b. the quantity of goods that the buyer orders
  - c. FOB price
3. The prices on the list given by Mr. Zhang is\_\_\_\_\_.
  - a. firm offer    b. non-firm offer    c. not mentioned

### II. True or false comprehension based on the text in 1.1.

1. The buyer must pay for the goods by cash.
2. The buyer can get a discount of 2% if he places an immediate order.
3. The seller only accepts confirmed, irrevocable letter of credit.
4. All products will be individually packed and put in bags.
5. If the buyer agrees to all the conditions in the above e-mail, he can always conclude the contract.
6. This is a firm offer.



### III. Answer questions according to the dialogue in 1.2.

1. How does Mr. Black think about the price offered?
2. How does Mr. Yuan respond to Mr. Black's claiming that some factories offer lower prices?
3. How does Mr. Black try to persuade Mr. Yuan to reduce his price then?
4. How many tea cups will Mr. Black purchase? Does Mr. Yuan agree to offer any discount for that quantity?
5. Is Mr. Black satisfied with the discount given by Mr. Yuan?

## 1.3 Understanding Terms of Contract



### Dialogue

(Eileen Phipps works in the accounts department of Fine China Ltd. She is talking to George Ort, the managing director.)

- Eileen: I'm concerned about the Swedish tea sets we're thinking of buying.  
Georgo: Really? But there's a market for them here, and the price is low.  
Eileen: Yes, but we don't know the terms of contract.  
Georgo: Didn't they tell us when they sent their price lists?  
Eileen: No. Their prices could be Ex works, for all we know.  
Georgo: I see. Well you'd better send a memo to John Wall in the buying department and tell him to check the terms before ordering. If they're CIF, we'll go ahead, but if they're less, we're not interested.



### Reading and Comprehension

In international trade, of 13 trade terms, FOB, CFR, CIF, FCA, CPT and CIP are the most important. FOB, CFR and CIF are suitable for sea and inland waterway transport; FCA, CPT and CIP are used irrespective of modes of transportation.

FOB—Free On Board (named port of shipment)

“Free on Board” means that the seller fulfills his obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point.



The FOB term requires the seller to clear the goods for export through the customs.

CFR—Cost and Freight (named port of destination)

“Cost and Freight” means that the seller must pay the costs and freight necessary to bring the goods to the named port of destination but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered on board the vessel, is transferred from the seller to the buyer when the goods pass the ship’s rail at the port of shipment. The CFR term requires the seller to clear the goods for export through the customs.



CFR= FOB + responsibilities of shipping space and charter + main freight

CIF—Cost, Insurance and Freight (named port of destination)

“Cost, Insurance and Freight” means that the seller has the same obligations as under CFR but with the addition that he has to procure marine insurance against the buyer’s risk of loss of or damage to the goods during the carriage. The seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIF term the seller is only required to obtain insurance on minimum coverage. The CIF term requires the seller to clear the goods for export.

CIF = CFR + risks and charges for insurance



## Technical Words and Phrases

1. ex-works [eks'wɜ:ks] *n.* delivery from the factory gates of a supplier, with all charges thereafter to be paid by the buyer 工厂交货
2. FCA: free carrier. 货交承运人
3. CPT: carriage paid to. 运费付至……
4. CIP: carriage and insurance paid to. 运费和保险费付至……
5. memo ['meməu] *n.* note made to help oneself remember sth 备忘录
6. quote [kwəut] *v.* name an amount as price of sth 报价
7. irrespective [iri'spektiv] *adj.* not taking account or considering sb/sth 不论, 不考虑的
8. vessel ['vesl] *n.* ship 船只
9. marine insurance: insurance against risks on the sea during transportation of goods. 海运保险
10. insurance premium: amount or installment regularly paid for an insurance policy. 保险费
11. coverage ['kʌvərɪdʒ] *n.* an insurance term meaning the guaranteeing to an insurer of reimbursement for loss or damage to specified goods, as a result of specified hazards 险别, 承保范围

## 1.4 Drafting Sales Contract



### Dialogue

(Mr. Wang and Mr. Brown are confirming terms and conditions of the contract.)

- Brown: First, there's a spelling mistake in our company's address: Messrs China Native Products, INC., Los Angeles, California, U.S. It's M-E-S-S-R-S, not messes; and INC instead of Co.
- Wang: I'm sorry about that. I guess it was a typing error but I should have noticed it.
- Brown: No Problem. Let's confirm the commodities I ordered and the prices we settled on. The Product name is Hung Mei Brand Baby Clams in Clear Soup, there are 48 tins in each carton, and each tin weighs 256 grams, 100 cartons in total.
- Wang: That's right. And with 5% more or less both in amount and quantity allowed at the seller's option.
- Brown: Ok. I remember we agreed the price to be 52 dollars per carton, but it says differently on the draft.
- Wang: We first agreed to price it on CFR basis, but later changed to CIF. So the price turned from 52 to 60.
- Brown: Oh, sorry for my bad memory! It was I who proposed that the insurance be covered by your side, for 110% of the invoice value against All Risks, right?
- Wang: Right. That's our usual practice.
- Brown: And all the goods must be shipped before September 10, 2009.
- Wang: Yes, we have stipulated it clearly here. And we agree that payment will be made by a confirmed, irrevocable letter of credit. This must reach us by the end of August and will remain valid until the 15th day after the date of shipment.
- Brown: Yes. And don't forget about the Inspection Certificate. It shall be regarded as evidence of the seller's delivery.
- Wang: Sure. And we would choose the Commodity Inspection Bureau in Tianjin as the inspection authority
- Brown: No problem. It is famous for its fairness in export and import field. I think we have covered most of the points in the contract. We can sign the contract after it is revised.

