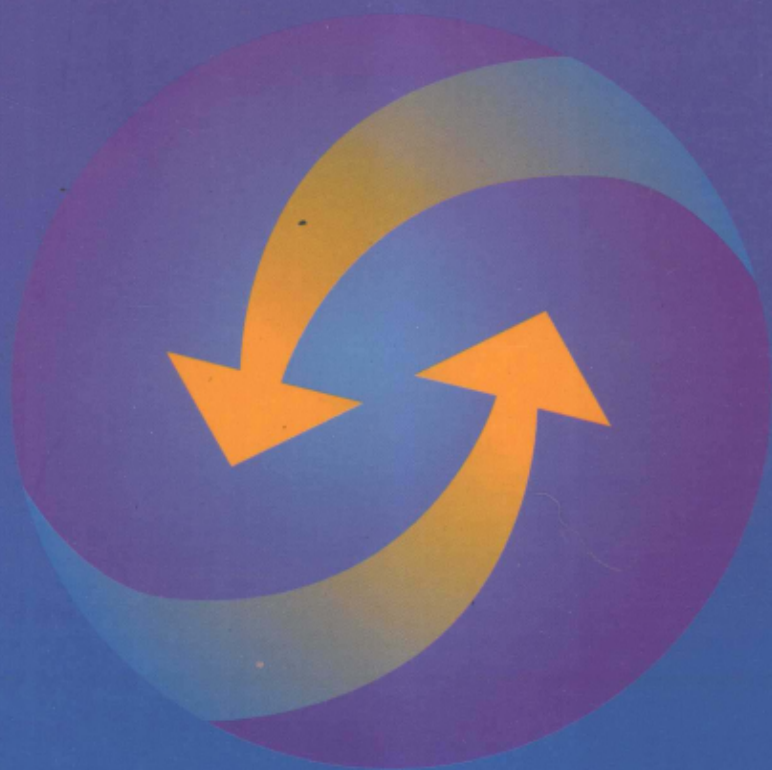


大学国际贸易英语教程

外贸合同及重要单证

Foreign Trade Contracts and
Important Documents

● 徐启华 朱传枝 陈宝文 主编



大 连 出 版 社

责任编辑 李鹏 卑琳

封面设计 曹艺

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主 编 徐启华 朱传枝 陈宝文
副主编 卢晓娟 牟晓鸣 张国通 廖纯洁
编 委 马喜文 吴 娟 吕春媚 倪春艳

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前 言

在“科教兴国”的精神鼓舞下,为了适应改革开放和社会主义现代化建设的需要,培养国际性、应用型、复合型人才,我们率先于一九九七年为外语院校学生组织编写了《国际贸易系列教程》。全教程分为四本教材,即《国际贸易实物》、《国际贸易函电及应用文写作》、《国际贸易会话》以及《英语商贸文选》。经过六年多的教学实践,据我们搜集到的本校以及其他有关高等院校的反映,该系列教程受到院校领导、同仁的赞许以及学生们的一致好评。他们认为学生在学完该教程后,不仅在英语方面,在国际间经济、文化以及语言的交流中打下了坚实的基础,而且学到很多有关经贸方面的专业知识,在直接投身于国家经济建设中,能更好地为社会主义市场经济服务。他们还诚恳地希望再编写其他一些有关经贸教材。基于这种想法,工作在教学第一线的教授们以及专业教师,在认真总结了经验之后,又用几乎是全部的业余时间编写了自《国际贸易教程》以后的另外两本系列教材,即《英文国际营销学》和《英文外贸合同及重要单证》。

本系列教材的特点是内容全、语言纯、既有理论的高度、又有很强的实用性。其全过程始终贯穿着有浅入深、循序渐进、逻辑性强、布局合理、重点突出,英语及译文准确、通顺、规范、流畅。每单元中课文精选,导学简明扼要、词语双语解释、内容融会贯通,练习适中等优点。

本系列教材可作为外经贸院校学生、英语专业学生、成人教育学院以及函授大学、电视大学等学生的教材或参考读物。

由于水平有限,再加上时间仓促,不足之处一定不少,差错恐亦在所难免,希望同仁以及广大读者批评斧正。

作者

2003年9月于大连

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Unit 1

Background Knowledge

Introduction

For most nations exports and imports are the most important international activities. Each nation has to import the articles and commodities it does not produce by itself, and it has to earn foreign exchange to pay for them, which is achieved by exporting its own manufactured goods. Thus the import and export trades are two sides of the same coin, and both can have beneficial effects on the home market. But an export and import business is so complicated that it may take quite a long time to conclude a transaction, so it is necessary to create a written agreement or contract to tie and bind upon the two parties.

Text

Background Knowledge

A contract is an agreement between two or more parties that is enforceable in a court of law. It is aimed to establish, transfer or eliminate certain obligations or liabilities. In international trade, a contract comes into existence through a chain of correspondence between the exporter and importer. And also it varies in both names and forms. In practice, it is stipulated in the laws of some countries that only offer and acceptance are the two indispensable factors, and lack of either will make no contract. (See the following figure.)

Enquiry → Offer → Acceptance → Contract

Offer

Making an offer and a counter-offer is a most important step in negotiating an export or import transaction because agreement is the first essential of a contract. The parties reach an agreement by an offer made on one side that is accepted on the other. An offer is a promise conditioned on acceptance. However, sometimes the party who has received the offer and is not in a position to fully accept the business terms offered may make a counter-offer. It indicates a revision of the price or other terms with the purpose of bargaining.

According to *United Nations Convention on Contracts for Sale of Goods*, a proposal for concluding a contract addressed to one or more specific persons constitutes an offer if it is sufficiently definite and indicates the intention of the offeror to be bound in case of acceptance. The party addressed is called offeree. In other words, an offer is actually a proposal of certain trade terms and an expres-

sion of a willingness to make a contract according to the terms proposed. These terms mainly include name of commodity, brand, specifications, quantity, price, packing, payment and shipment. Thus on receiving an enquiry by mail or telegram from abroad, the seller shall quote the enquirer the price together with the relative trading terms and conditions in accordance with the existing supply and market situations of the commodity enquired for.

An offer must be a firm or definite one which is made to a specific person or persons to express or imply a definite intention of the offeror to make a contract under clear, complete and final trade terms. Firm offer can encourage offerees to make decision and thus close the business. Once it is unconditionally accepted by the offeree within its validity, this firm offer can not be revoked or amended and is binding on both offeror and offeree. Then the transaction is completed and a contract is concluded right away. A firm offer lapses when it exceeds the term of validity.

When the buyer finds that the terms and conditions in the offer are acceptable, he may probably place an order promptly. However, if the offeree deems the price is on the high side, and some terms and conditions do not agree to what he expected, he may decline the offer, or most probably, make a count-offer.

A reply to an offer which purports to be an acceptance but contains additions, limitations or other modifications is a rejection of the offer and constitutes a counter-offer. Additional or different terms, put forward by the offeree, relating to the price, payment, quality and quantity of the goods, place and time of delivery, extent of one party's liability to the other or the settlement of disputes are considered to alter the terms of offer materially. This means the offeree declines the terms of offer. Therefore, a count-offer is, in fact, a new offer and, at the same time, the original offer lapses.

Just like an offer, if a count-offer is within engagement, it should be clear, complete and final. It is binding upon the maker of the count-offer in the same way as a firm offers.

Acceptance

Acceptance is an indispensable link in concluding a deal and signing a contract. It is stipulated in the laws of some countries that only offer and acceptance are the two required elements, failure of which will result in no contract. An acceptance or a confirmation is in fact an unreserved assent of the buyers or the sellers, who after mutual negotiations are willing to enter into a contract in accordance with terms and conditions agreed upon. According to *United Nations Convention on Contracts for Sale of Goods*, in the light of the usual practice in foreign trade, an acceptance should abide by the following requirement.

An acceptance must be absolute and unconditional. It should be an unreserved assent of all the terms put forward in the offer.

An acceptance can be made by an act performed by an offer, such as one relating to the dispatch of the goods or payment of the price. In this way, the offeree may indicate assent without notice to the offeror. The acceptance is effective at the moment the act is performed, provided that the

act is performed within the stipulated period of time.

An acceptance must be clearly expressed by the offeree's verbal or written statement. Silence or inactivity is by no means an acceptance.

An acceptance must be made by offeree within the valid period of a firm offer. The laws of some countries rule that an acceptance begins to function the moment the letter or cable of acceptance is posted or dispatched, and a contract is thus concluded at this very moment.

Contract

As soon as an offer is accepted, a written sales contract or sales confirmation is usually required to be signed between the buyer and the seller to confirm the sale and stipulate their rights and obligations respectively. A contract contains some general terms and conditions as well as the specific terms that vary with the commodity. The names that often appear are contract, confirmation, agreement and memorandum. They can be drawn up either by the seller or the buyer. Respectively, they are called a sales contract / confirmation or a purchase contract / confirmation. But whatever they are named, they are equally binding on the parties.

Words & Expressions

article	a particular or separate thing or object 货物,物品
beneficial	helpful, useful 有益的, 有用的
manufacture	to make or produce by machinery 制造
transaction	a piece of business 交易
enforceable	able to enforce 有效力的, 有约束力的
correspondence	letters exchanged between people 书信
indispensable	that is too important to live without 不可或缺的
essential	something that is necessary 必需, 要素
revision	acting of revising 修改
bargain	to talk about conditions of a sale or an agreement 讲价
constitute	to make up, form 组成, 构成
specification	a detailed plan or a set of descriptions 规格
valid	having value; that can be used within a certain period of time 有效的
validity	being valid 有效期
revoke	to put an end to (by law, a permission or decision) 取消
lapse	(business agreement or rights) to come to an end 终止
deem	to consider, to have an opinion 视为, 认为
purport	to claim 声称
reject	to refuse to accept 拒绝接受
original	first, the earliest 最初的
stipulate	to demand as a condition 要求, 视为条件

assent	agreement 同意
function	to be in action, to work 起作用,有效
provided	on condition that 假如
respective	of or for each one 各自的
in accordance with	being conforming to 和……一致
abide by	to be faithful to, to obey 遵守
the moment	as soon as ——就
bind upon	to cause to obey (by law or an agreement) 对……有约束力

Notes

1. foreign exchange 外汇, 指用于购买进口货物的外国货币。
2. enquiry 询盘, 国际贸易中, 询盘是准备购买或出售商品的人向潜在的供货人或买主探询该商品的成交条件的可能性的业务行为, 交易谈判通常是从买方向卖方发出询盘开始的。
3. offer 报盘, 又称报价, 是发盘人向收盘人提出的交易条件。
4. offeror 报盘人, 又称发价人。
5. offeree 收盘人, 又称被发价人。
6. firm offer 实盘, 当发盘明示或暗示发盘人在明确、完整和最终条件下鉴定合同的意图时, 该盘是实盘。
7. count-offer 还盘, 收盘人表示接收但载有添加、限制和其他更改的答复构成还盘。
8. United Nations Convention on Contracts for Sale of Goods《联合国国际货物销售合同公约》
9. quote the price 报价
10. sales contract / confirmation 销售合同/ 销售确认书
11. purchase contract / confirmation 购货合同/购货确认书

Exercises

I. Translate the following sentences into Chinese:

1. Each nation has to import the articles and commodities it does not itself produced by exporting its own manufactured goods to earn foreign exchange.
2. A written contract is aimed to establish, transfer or eliminate certain obligations or liabilities.
3. A proposal for concluding a contract addressed to one or more specific persons constitutes an offer if definite and with intention of the offeror to be bound in case of acceptance.
4. Firm offer can encourage offerees to make decision and thus close the business.
5. A count-offer is, in fact, a new offer and, at the same time, the original offer lapses.
6. Offer and acceptance are two indispensable links and required elements in concluding a deal and signing a contract, failure of which will result in no contract.
7. An acceptance must be made by offeree within the valid period of a firm offer.

8. As soon as an offer is accepted, a written sales contract or sales confirmation is usually required to be signed between the buyer and the seller.

II. Translate the following sentences into English using the words or phrases given in the brackets:

1. 进口和出口都对国内市场有非常有益的影响。(to have effect on)
2. 报盘一旦被接受, 将对买卖双方具有约束力。(to bind upon)
3. 如果买方接收报盘, 他可能立即订货。(to place an order)
4. 他发现合同的有些条款和他期待的不一致。(to agree to)
5. 对报盘的接收应遵守下列条件。(to abide by)
6. 他一收到询盘就给予了回复。(the moment)
7. 如果超过有效期, 实盘将失效。(provided)
8. 合同将根据使用者和货物的不同而不同。(to vary with)

III. Fill in the blanks using the words given below:

as, clarify, comprehensive, degree, describe, enquiry, expenses, forth, indispensable, intended, misunderstanding, needs, negotiations, opening, packing, previously, reference, sense, service, uncommon

When one goes out shopping, he looks for the article suited to his 1 and within one's resources. So does a businessman when sending out an 2. As a result, the object of a contract immediately follows the 3 paragraph of a contract, or else all the trade terms would make no 4, in spite of the fact that we will give serious considerations to, and spend a lot of time on trade terms during business 5. In an ordinary contract, the object of a contract may be quite simple, setting 6 description of commodity, specifications, quantity and sometimes instructions as to 7. In the case of a complete plant, it is no easy matter to give a 8 and exact description of the kind of machinery one intends to buy together with the necessary technical 9. Quite often a number of appendixes on the contract concerning technical know-how and equipment to the contract are 10. The explanation must be clear, so there is no 11. To avoid possible conflicts about quality, grade, quantity, or price, every effort should be made to 12 the goods in the sales contract exactly 13 buyer and seller intend them to be. Confusion on weights and other quantity measures is not 14. A ton has a different real weight depending on whether it is a long ton, a metric ton or short ton. Terms indicating grades or qualities are frequently even harder to define than weights and quantities. A term for defining one particular 15 of quality in one country may have a different meaning in another. It is useful to 16 the buyer's right if quality of the goods shipped is lower than 17 in the sales contract. Then the question arises: can he reject the

goods and send them back at the seller's 18 ? It is also useful to clarify the description of goods by 19 in the sales contract to catalogue numbers, drawings, engineering specifications, or even samples 20 given to the buyer.

IV. Reading comprehension:

Passage A

Exports are of two kinds, goods and services, the former being known as visible items and the second as invisible. Over a period of time the total value of exports should balance with the total value of imports. To the extent that exports exceed imports we are said to have a favorable balance of payment. To the extent that imports exceed exports the balance of payments is said to be unfavorable or adverse.

Napoleon once called the British "a nation of shopkeeper". That was intended as an insult, but had he called us a nation of traders it could not have been disputed. In Britain we buy and sell more per head of population than the people of any other country. Our island is too small to grow enough food for our people and so we need to earn enough from our exports to sustain our population.

One complication of the export trade is that each country has its own independent currency system; and another is that many countries impose customs duties or other restrictions on imports.

The would-be exporter is faced with a number of problems. First there is the need to find a customer for his goods. The actual operation of selling is made more difficult because of language barriers and cultural differences. There are also additional transport problems because of the greater distance involved and often unfamiliar territories. When the manufacturer turns from selling at home to selling overseas, his problems are magnified. This is particularly true in terms of finance. The first financial problem facing the exporter is the time taken to deliver his goods. There could be a long delay while his merchandise is in transit between London and, say, Karachi. He has incurred the costs of production, but when is he going to be paid? The second problem is even more serious. How sure can he be that he is going to be paid? And even he receives payment his trouble may not be over. If he is paid for his goods in a currency other than sterling, he has to convert that currency into sterling, and what if the other currency has fallen in value since the contract was made? These are the perennial problems for the exporter.

1. What is the passage mainly about?
 - A. How to make profit in international trade.
 - B. An introduction to export business.
 - C. Why is export business so important?
 - D. How to develop an international market?
2. What does the Napoleon's statement mean?
 - A. The British people were all shopkeepers.
 - B. The British people were good at keeping shops.

- C. The British people were good at selling.
 - D. The British people were good at saving money.
3. Why did the British people begin international trade earlier?
- A. They produced more goods than other country's people did.
 - B. They needed to make more money.
 - C. They wanted to make their country richer.
 - D. They need to exchange to meet their own need.
4. In the last paragraph, the writer gives us some examples to show _____.
- A. making money is difficult
 - B. doing business is always in risk
 - C. existing problems and barriers in international trade
 - D. shipping is very important in international trade
5. What is the writer going to tell us in the following parts of his writing?
- A. How to finance the international trade.
 - B. How to make profits in international trade.
 - C. How to ship goods in international trade.
 - D. How to get foreign exchange for international trade.

Passage B

The American economic system is organized around a basically private-enterprise, market-oriented economy in which consumers largely determine what shall be produced by spending their money in the marketplace for those goods and services that they want most. Private businessmen, striving to make profits, produce these goods and services in competition with other businessmen; and the profit motive, operating under competitive pressures, largely determine how these goods and services are produced. Thus, in the American economic system it is the demand of individual consumers, coupled with the desire of businessmen to maximize profits as the desire of individual to maximize their incomes, that together determine what should be produced and how resources are used to produce it.

An important factor in market-economy is the mechanism by which consumer demands can be expressed and responded to by producers. In the American economy, this mechanism is provided by a price system, a process in which prices rise and fall in response to relative to the demand, the price will be bid up and some consumers will be eliminated from the market. If, on the other hand, producing more of commodity results in reducing its cost, this will tend to increase the supply offered by seller. Price is the regulating mechanism in the American economic system.

The important factor in a private-enterprise economy is that individuals are allowed to own productive resource (private property), and they are permitted to hire labor, gain control over natural resources, and produce goods and services for sale at a profit. In the American economy, the concept of private property embraces not only the ownership of productive resources but also certain

rights, including the right to determine the price of a product or to make a free contract with another private individual.

6. In the market-oriented economy system, _____.
 - A. consumers spend their money at will
 - B. consumers spend their money in accordance with producer's desire
 - C. consumers' actions in the marketplace have nothing to do with the businessmen
 - D. consumers' actions affect production greatly
7. How does price system in the American economic system work?
 - A. It only regulates the relative demands of consumers.
 - B. It only influences the supplies of seller-producers.
 - C. It regulates the relative demands of consumers and supplies offered by seller-producers.
 - D. Price does not rise and fall.
8. The passage is mainly about _____.
 - A. American consumers
 - B. American seller-producers
 - C. American economic system
 - D. American price system
9. Which of the following is true according to the passage?
 - A. The American economic system is organized around a basically public-owned enterprise.
 - B. In a private-enterprise economy, individuals are allowed to own productive resources.
 - C. In the American economy, private property only contains the ownership of productive resources.
 - D. In a private-enterprise economy, individuals are determining what to produce.
10. What are the private businesses striving to do?
 - A. To sell more goods.
 - B. To advertise their products.
 - C. To make profits.
 - D. To improve the product quality.

Unit 2

Specimen Contract

Introduction

The contract will vary depending on the type and location of the property and on by whom the contract is used. Generally, a contract contains some general terms and conditions as well as the specific terms that vary with the commodity. But there are certain basic elements that are shown in the following contract and should be included in any agreement.

Text

CONTRACT

C. I. F./C&F

No: _____

BUYER:

SELLER: China National Machinery &
Equipment Import & Export
Corporation Liaoning Co. Ltd.

ADDRESS:

ADDRESS: No. 42, Kunming Street,
Dalian, China.

TELEX:

TELEX: 86225 CMEDR CN

FAX:

FAX: 86 - 0411 - 2399166

CABLE:

CABLE: EQUIMPEX DALIAN

The Seller and the Buyer above named have on 20th Oct. 1998 entered into this Contract on the following terms and conditions.

COMMODITY:

Item No.	Description	Unit	Quantity	Unit Price	Amount

TOTAL CONTRACT VALUE:

PACKING:

INSURANCE: ☐ Covering All Risks for 110% of the invoice value as per
Insurance Policy of People's Insurance Company of China
(P. I. C. C.)

☐ To be effected by the Buyer

SHIPPING MARKS:

INTENDED PORTS OF SHIPMENT:

PORT OF DESTINATION:

SHIPPING PERIOD:

TERMS OF PAYMENT:

Payment hereunder shall be made by confirmed, irrevocable and transferable without recourse letter of credit in favor of the Seller for the total contract value, opened by a bank acceptable to the Seller permitting part shipment and transshipments in one or more vessels, and available by _____ sight draft(s) against presentation of the shipping documents mentioned in Clause 10. The letter of credit shall reach the Seller not less than _____ days prior to the start of the Shipment Period and remain valid for negotiation in China until the 15th day after the expiry of the Shipment Period.

Should the Buyer fail to fulfill its obligations mentioned above, the Seller shall, at its discretion terminate the Contract or accept whole or part of this Contract, or lodge a claim for losses thus sustained, if any.

SHIPPING DOCUMENTS:

Commercial invoice(s);

Negotiable clean bill(s) of lading to order blank endorsed or naming Buyer's consignee;

Certificate(s) of origin;

Packing List;

Certificate(s) of insurance (in the case of CIF sales).

COMPLETE CONTRACT AND ASSIGNMENT:

The terms and conditions found within this Contract constitute the complete and final understanding of the Seller and the Buyer (hereinafter called "the Parties") with respect to the commodity referred to herein. No modification, extension or release from any provision hereof shall be effective unless the same shall be confirmed in writing by the Party to be bound.

Neither this Contract nor any interest therein shall be assignable without the prior written consent of the Seller.

WARRANTY:

The Seller warrants that all commodity will conform to the description set out in Clause 1. Save as aforesaid all representations, conditions and warranties of whatsoever nature are hereby excluded and extinguished.

LICENSES, DUTIES, AND TAXES:

Except as otherwise provided herein, all import permits and licenses and the import duties, customs fees and all taxes levied by any government authority other than the Seller's country shall be the sole responsibility of the Buyer.

FORCE MAJEURE:

The time for the performance of the Seller's obligations set forth in this Contract shall be automatically extended for a period of equal to the duration of any non-performance arising directly or indirectly from Force Majeure events including but not limited to fire, flood, earthquake, typhoon, natural catastrophe, and all other contingencies and circumstances whatsoever beyond the Seller's reasonable control preventing, hindering or interfering with the performance thereof. The Seller so prevented by Force Majeure shall in reasonable time inform the Buyer by cable or telex of the occurrence of Force Majeure and within one month by air mail a relevant certificate issued by competent authorities as evidence thereof. If the non-performance lasts for more than sixty (60) days, the Parties shall immediately consult together in an effort to agree upon a revised Contract basis. If the Parties are unable to arrive at a mutually satisfactory solution within one hundred and twenty (120) days from the beginning of such Force Majeure, either of the Parties may terminate the Contract in respect of the unexecuted portion of Contract.

CLAIMS:

Should the quality, quantity and/or specification of the commodity be found not in conformity with the description set out in Clause One, the Seller agreed to examine any claim, which shall be supported by a report issued by a reputable surveyor approved by the Seller. Claims concerning quality shall be made in writing within three months after the arrival of the goods at the port of destination. Claims concerning quantity and/or specification shall be made in writing within fifteen days after the arrival of the goods at the port of destination. In no event shall the Seller be liable for lost profits, delay, injury to goodwill or any special or consequential damage howsoever any of the same caused. The Seller's liability for any and all losses or damages of whatsoever nature resulting from any cause whatsoever shall in no event exceed the portion of the Total Contract Price attributed to commodity in respect of which the claim is made, or at the election of the Seller, the repair or replacement of such commodity.

ARBITRATION: