

国际商务英语阅读

ENGLISH READING FOR INTERNATIONAL BUSINESS

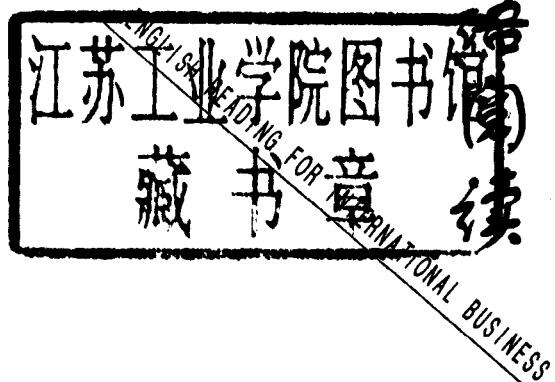
刘法公 钟含春 徐蓓佳 袁林 编著



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内 容 简 介

本书专门为英语专业培养复合型外语人才或商贸类各专业提高专业英语阅读水平而精心设计编写,选用纯正的英语国家出版物的英语语料,内容涵盖国际贸易、国际营销、国际金融、国际物流、商务谈判、国际人力资源、商务环境等多个国际商务领域。全书共分11个单元,内容丰富,每单元有Text A(细读)和Text B(泛读)两部分。Text A(细读)让读者边读边思考,边读边提问,读懂,读透,掌握核心语言规律、重要词汇、特殊词语表达模式。Text B(泛读)设计检验读者的主题篇章阅读能力。书后还提供了练习参考答案。

本书适于作高等院校外贸英语、商务英语、国际贸易、国际金融、国际经济管理等专业的英语阅读教材,也可作MBA学生的专业阅读选修课教材。本书也是外经贸部门和经济管理部门的工作人员的国际商务英语培训教材或自学的重要参考书。

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前 言

《国际商务英语阅读》是专门为英语专业培养复合型外语人才或商贸类各专业提高专业英语阅读水平而精心设计编写,选用纯正的英语国家出版物的英语语料,内容涵盖国际贸易、国际营销、国际金融、国际物流、商务谈判、国际人力资源、商务环境等多个国际商务领域。本书的英语都是国际化的专门用途英语(English for Specific Purposes),即与某种特定职业、学科或目的相关联的英语。这种英语是国际商务领域通用的,学习者一旦掌握它,就能够直接开展国际商务交际,全面进入国际经济大循环的工作岗位。从语言学的角度看,专门用途英语属于不同学科范围内所使用的英语变体,因其有独特的词汇、术语、句法和表达特点,掌握普通英语的人必须经过专门学习和训练,才能掌握专门用途英语。《国际商务英语阅读》给读者提供了国际商务英语的宽阔视野和快速提高国际商务英语的认知训练平台。

《国际商务英语阅读》作为商务英语的系列教材之一,编写上特色突出。全书分 11 个单元,内容涉及国际商务的五大学科,每单元有 Text A(细读)和 Text B(泛读)两部分。Text A(细读)的编写目标是:让读者边读边思考,边读边提问,读懂,读透,掌握核心语言规律、重要词汇、特殊词语表达模式。每 3~5 个自然段用 Activities for Comprehension 的形式就上面段落的内容提出 4~5 个问题,检验理解程度;每章中每隔 5~8 页设一组 Exercises(练习),通过 3~7 个语言练习类型,加强读者英汉专业术语的对接能力、句法和语法的掌握、典型商务语句的英汉/汉英翻译能力。每章中的 3~5 组练习题紧扣前面的课文,有很强的实用性和可读性。Text B(泛读)的设立旨在检验读者完成了 Text A 的学习之后,是否具备了较强的对该章主题篇章的阅读能力。通过 2~3 篇最新的商贸文章和其后的选择题,读者可以轻松体验学习商务英语的收获。阅读理解的文章英语地道,题材多样,添加的 2~3 个关键注释画龙点睛,后面的选择题都是本书编者原创,新颖实用。为了便于读者核查自己学习的效果和做题的正确性,本书后提供了“练习参考答案”,但我们建议读者自己做完练习后再核对答案,以免影响学习效果。

《国际商务英语阅读》把国际商务主要领域中使用的英语通过阅读、分析、问答、翻译等一系列的语言学习过程使读者能够快速熟悉国际商务领域英语的专业术语、语法习惯、句子表达特点以及国际商务重要环节的运作知识。中国加入 WTO 的现实要求我国高等院校培养的英语专业毕业生既要有过硬的英语运用能力,又要有丰富的国际商务知识。近年来,许多高校开办的外贸英语、专门用途英语、实用英语、科技英语等课程都努力把某一学科的专业知识与英语技能相结合,培养学生的实用型综合能力。本书编写的原则首先是帮助学生比较全面地熟悉和掌握国际商务英语的表达方式和术语使用规律,了解该领域英语的词汇、语法、风格的特殊性,提

高学习者的商务英语阅读能力,其次是让学生直接学到国际商务的基本知识和操作流程。

本书适于作高等院校外贸英语、商务英语、国际贸易、国际金融、国际经济管理等专业的教材,也可作非涉外专业学生的选修课教材。本书也可作为外经贸部门和经济管理部门工作人员的国际商务英语培训教材或自学参考书。

本书由浙江工商大学外国语学院刘法公教授率三位从事商务英语教学与研究的教师合力编写,经过近两年的认真工作才完成的。刘法公教授负责全书的总体策划、设计和文字统稿,分工编写了第1、2、3、4单元和相应的练习参考答案,以及本书的前言与目录;浙江工商大学外国语学院钟含春分工编写第5、6单元和相应的练习参考答案,徐蓓佳分工编写第7、8、9单元和相应的练习参考答案,袁林分工编写第10、11单元和相应的练习参考答案。编写人员团结合作,在近两年的编写过程中不断研讨,反复修改,为编好该书、编出特色,做出了不懈努力。

本书已列入浙江省重点教材资助基金项目,得到浙江省教育厅和浙江工商大学的大力支持,在此表示诚挚的感谢。

本书在编写体例和内容方面的不足之处,欢迎读者批评指正。

编 者

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Unit 1

Business Negotiation & Export Contract

Text A

Preparation before Business Negotiation 1.0

In international negotiations, misunderstandings are a strong possibility because of cross-country cultural differences as well as possible language differences. As the background and expertise of governmental officials may be quite distinct from those of businesspeople, they face each other from different occupational cultures. Therefore the direction of negotiations involving company managers on one side and governmental officials on the other may be uncertain from the start. What the negotiators should know before business negotiation is the culture and language on the other side.

Some cultural differences among negotiators are evident. Some negotiators are decision makers; some are not. Some take a pragmatic view; others take a holistic view. Some use gifts and flattery. However, even negotiators who understand a foreign culture's subtleties may be thrown off because their foreign counterparts are adjusting their behavior based on their understanding of the cultural differences.

It may be difficult for negotiators to find words to express their exact meaning in another language. Therefore, a good mastery of your counterparts' language is very important in a successful negotiation. Since English is so widely understood in the world, people with a different native language may understand quite well most of what is said in English. The degree of precision in language desired by either side may be complicated by cultural factors.

Evidence also exists that cultural factors influence whether interpreters are acceptable. When interpreters are used, it is usually preferable for each

side to have its own. Good interpreters help to brief their teams on cultural factors affecting the negotiation process. But even with interpreters, negotiators cannot be certain that their statements are fully understood, especially if they use slang or attempt humor that is culture-specific.



Activities for Comprehension

- 1) What should negotiators first know before any negotiation?
- 2) Why are misunderstandings very common in international negotiations?
- 3) How to understand “negotiators who understand a foreign culture’s subtleties may be thrown off”?
- 4) In what way can we say interpreters are not reliable for the negotiators?
- 5) Which language is used the most frequently in international negotiations?

1.1 Business Negotiation Itself

Business negotiation in international trade is the process in which the seller and the buyer negotiate about the trade terms in order to reach an agreement about the sales of goods. The trade terms chiefly include such five items as: (1) the subject matter of the contract (the name, quality, quantity, and packing of the goods); (2) the price of the goods; (3) the liabilities of the seller; (4) the liabilities of the buyer; (5) the methods to prevent the occurrence of disputes and methods to settle disputes in case there is any.

Many of these are usually first discussed as the general terms and conditions before the formal business negotiation takes place except the quality, quantity, packing, price, time of delivery, and payment of the goods, and sometimes. The general terms and conditions are usually given by one party, which would be integrated in the sales contract after the business negotiation has been finished.

Business negotiation usually undergoes four stages: inquiry, offer, counter-offer, and acceptance. Among them, offer and acceptance are the two necessary stages which are required for the formation of a sales contract.



Business negotiation begins with **inquiry**. Inquiry is usually made by the buyer, inquiring the seller about the terms of a sale. It can also be made by the seller, who may initiate the negotiation by making an inquiry to a foreign buyer, stating his intention of selling a certain kind of goods to the buyer.

- 1) An example of an inquiry from the buyer may be:

"We are interested in ordering from you 100 Flying Pigeon Brand Bicycles and shall be pleased if you will kindly cable us lowest offer Karachi including our commission of 3% . When quoting , please state your terms of payment and time of shipment ."

2) An example of an inquiry from the seller may be:

"Attached please find the brochure of the latest designs of our handbags . They are for western customers and we can assure you that these goods will be popular in western markets , of which we have had much experience . We can offer you any of these samples in four weeks but cannot promise anything definite beyond that period in view of the heavy demand for this type of goods . In case of an order for more than 1000 pieces we would grant a special discount of 5% for settlement within 15 days from date of invoice ."

It is worth noticing that whoever makes an inquiry is not obliged to buy or sell, and the other party, at the same time, can make no reply at all. But, as is the general practice in international trade, the receiver of an inquiry will respond without delay with an offer, quotation, or bid, book, and order.

An offer from one firm to another is a declaration that it is willing to sell or buy a certain amount of specified goods, at specified prices, under specified terms. An offer becomes legally binding upon the parties involved upon its acceptance.



An offer can be made both verbally or by written forms. Written offer can be made by letter, telegrams, e-mail, or fax. **Verbal offer**, when accepted, should be confirmed generally by sales confirmation, or contract.

The offerors can be both buyers and sellers. The offer made by a seller is called **selling offer**, while the offer made by a buyer is called **buying offer**. In selling offers, such words as "offer", "quote" are used, while in buying offers, words like "book", "bid", and "order" are used. Please look at the following examples:

1) "We **offer firm** for reply here within one week, 100 metric tons of hand-picked and selected groundnuts for July shipment at US \$ 450 per ton CIF London. Payment by irrevocable sight L/C opened at a first class London bank."

2) "We are pleased to place the following order with you at the price as stated in your catalogue No. 190 if you can guarantee shipment at Osaka to Shanghai by March 30:

(a) 10 units of Japanese furniture No. F-29

(b) 100 pieces of Nagoya Carpet No. NC-18

Kindly confirm acceptance of our order within ten days. We will send the bank draft upon receipt of your confirmation."

An offer must satisfy four requirements to make it legally effective: (1) The offeree must be specified. (2) The offeror must show his intention to conclude a contract and abide by the contract. (3) The offer must be definite. Words such as "about", "roughly", "approximately", or "for reference" should not be used in an offer. Also, an offer must be final. (4) The offer must reach the offeree. An offer becomes effective when it has reached the offeree. It becomes invalid if it is lost during delivery.



Activities for Comprehension

- 1) Why should the seller and the buyer negotiate about the trade terms?
- 2) What must be included in the trade terms?
- 3) What is the real purpose of an inquiry?
- 4) What are the four requirements that an offer must satisfy?
- 5) How can a verbal offer be accepted?



Counter- Offer

In general practice, when an offeree has received an offer, he usually would not accept it immediately, instead he would try to amend or alter some terms of the offer. For instance, if the offeree finds the price too high or the shipment too late, he would try to change these terms. In so doing, he would make a **counter-offer**. Once the counter-offer has been made, the offer would cease to be valid, and this counter-offer would become a new offer. The counter-offer should also state how long it is firm, for example:

"Relating to your offer of April 4th Counter-offer, firm for reply here April 20. US\$ 400, July shipment."

If the counter-offer does not mention other terms, it means the offeree has no objection to them, and they will form part of the terms of the deal.



Acceptance

The final step for business negotiation is acceptance. An **acceptance** is an assent to terms of an offer or counter-offer. An acceptance means the formation of the contracted relationship of the two parties. They can begin their business now even if they have not signed a written contract or a sales confirmation though in most business practice they do.

An acceptance must meet four requirements:

1) It must be made by the person or firm to whom the offer has been delivered, that is, the acceptance must be made by the offeree.

2) Acceptance must be shown either by words or actions or in written form. Acceptance by action means that the buyer, upon receiving the offer, opens an L/C, or makes the payment, or makes the delivery of the goods. But some countries, including China, require a written form for the formation of a contract. Under such cases, the acceptance should be evidenced by something written. Silence or inactivity does not constitute acceptance.

3) Acceptance must reach the offeror within the time of validity of the offer. If the acceptance reaches the offeror after the offer has expired, it becomes a new offer from a legal point of view, which can be rejected by the offeror.

4) Acceptance should not be conditional. An acceptance should be an unconditioned assent to all the terms designated in the offer. In view of the complicatedness of international trade, more elaborate stipulations are given by the United Nations Conventions on Contracts for International Sale of Goods. Article 19 reads:

(1) 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.

(2) However, a reply to an offer may purport to be an acceptance. It can contain additional or different terms which do not materially alter the terms of the offer. Otherwise, the offeror has to, without undue delay, object orally to the discrepancy or dispatch a notice to that effect. If he does not object, the terms of the contract should be the terms of the offer with modifications contained in the acceptance.

(3) Additional or different terms relating, among other things, 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 materially.

It is worthy of note that words expressing the expectations or hopes of an offeror do not necessarily alter the terms materially. For instance, an acceptance to an offer which states that the shipment will be made in June reads: *"Your offer is accepted but we hope the shipment can be made in July."* According to this acceptance, if the offeror cannot make the shipment in July and cannot honor the request of the offeree, there is still a contract between the buyer and the seller.



Activities for Comprehension

- 1) If an offeree wants to change some terms of an offer, what will he do?
- 2) How to show the acceptance of an offer?
- 3) What is the meaning of "Acceptance by Action"?
- 4) What will happen if the acceptance reaches the offeror too late?
- 5) In which case can terms be considered being altered materially?

Exercise 1

1. Give the Chinese Equivalents to the Following Terms.

- | | |
|--------------------------------|---------------------------------|
| (1) occupational culture _____ | (6) verbal offer _____ |
| (2) pragmatic view _____ | (7) sales confirmation _____ |
| (3) holistic view _____ | (8) unconditioned assent _____ |
| (4) general terms _____ | (9) elaborate stipulation _____ |
| (5) general practice _____ | (10) time of validity _____ |

2. Find in the Text the English Equivalents to the Following Terms.

- | | |
|----------------|---------------|
| (1) 接受报价 _____ | (6) 受盘人 _____ |
| (2) 商务谈判 _____ | (7) 发盘人 _____ |
| (3) 可撤销的 _____ | (8) 发盘 _____ |
| (4) 书面发盘 _____ | (9) 还盘 _____ |
| (5) 发盘驳回 _____ | (10) 询盘 _____ |

3. Choose a Special English Term for Each of the Following Definitions.

(quota; target country; offer; inquiry; negotiation; promotion; acceptance)

- (1) _____ is a country to which an exporter intends to export his commodities.
- (2) _____ is a limit on the quantitative amount of a product allowed to be exported out of a country in a year.
- (3) _____ is an attitude toward settling small issues before deciding on principles.
_____ is the price given by a trader who is willing to buy or sell commodities at that price.
- (4) _____ is a process usually made by the buyer of asking the seller about the terms of sale.
- (5) _____ is the process in which the seller and the buyer discuss about the trade terms in order to reach an agreement about the sales of goods.
- (6) _____ includes a series of activities by a company for making its new products generally known and well liked, usually by participating in the export commodity fairs, distributing catalogs, booklets, and samples among his potential customers, etc.

4. Translate the Following Sentences into Chinese.

- (1) Once the counter-offer has been made, the offer would cease to be valid, and this counter-offer would become a new offer.