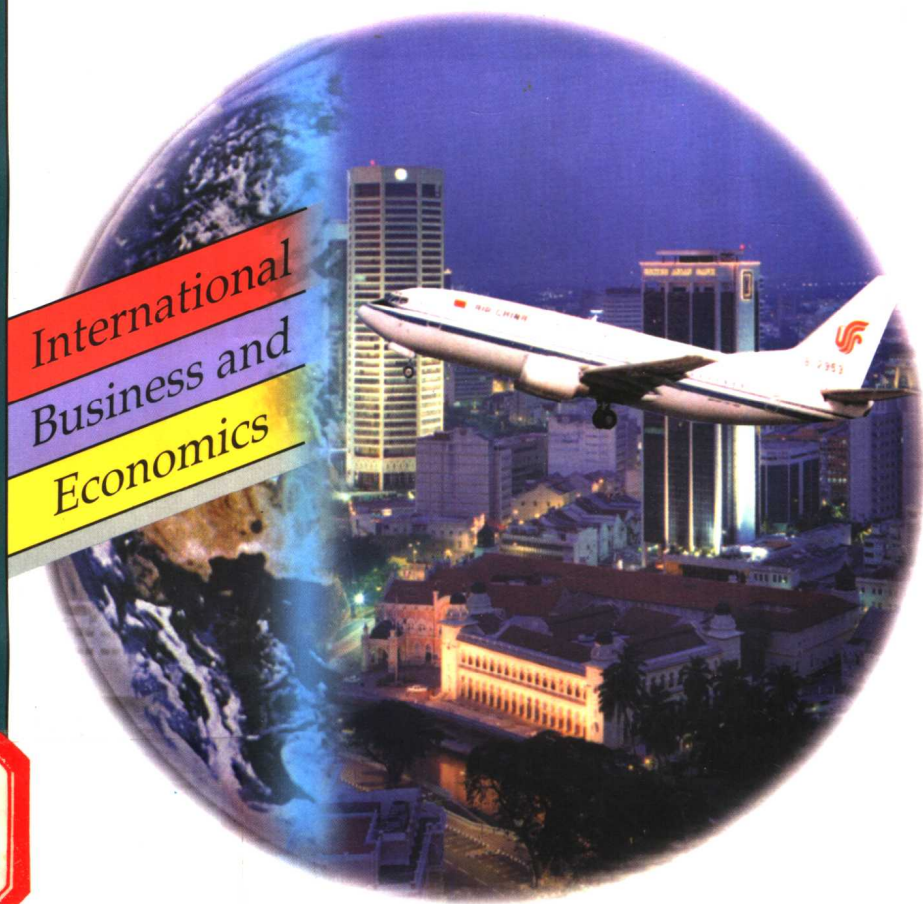


涉外经贸英语系列

涉外经贸实务

朱庆华 编著



青岛海洋大学出版社

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出版者的话

我们为什么要组织编写《涉外经贸英语系列》丛书？其理由十分简单，因为涉外经贸业务，不论是国际贸易、国际金融，还是国际经济合作、国际市场营销、国际经贸通讯，无一例外地离不开英语这一工具；同时，毫无疑问，没有较高的经贸英语水平，也做不好涉外经贸工作。

《涉外经贸英语系列》丛书的主要特色是什么？我们试图从经贸专业和实务工作及英语语言的角度，比较全面地介绍涉外经贸的主要业务范畴、形式、特征和内涵以及在阅读、理解和翻译等方面的基

本知识和技巧,以便使我们中国人能够更加自如、更有信心地去迎接涉外经贸领域里的各种挑战与机遇。

《涉外经贸英语系列》丛书由周振邦同志主编,编辑委员会成员如下:

周振邦 陈永生 朱庆华 张淑静

前 言

改革开放以来,我国对外贸易取得很大发展。我国在世界贸易出口中的位次由 1978 年的第 32 位上升至近年来的第 11 位。对外经贸事业的发展,使整个国家对涉外经贸人才的需求量不断增长,要求也不断提高。培养一大批既熟悉对外贸易业务又精通外语的高素质人才,是当前的一项迫切任务。为此,我们编写了这本《涉外经贸实务》。

本书主要由以下五部分组成:

1. 国际贸易合同与协议;
2. 信用证;
3. 货运单据;
4. 国际贸易法律与惯例;

5. 贸易单证常用缩略语。

本书采用英汉对照方式编写。本书的材料全部取自当前对外贸易实务,资料新,实用性强,适合高校涉外经贸专业学生和涉外经贸企事业单位人员学习、参考。

在本书编写过程中,山东财政学院诸位同事给予了悉心指导;有关外贸公司提供了热情帮助;本书还参考了国内有关的出版物,在此,一并致以诚挚的感谢。

书中若有谬误或不当之处,敬请读者批评指正。

编 者

1997年12月

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1

合 同
CONTRACT

正本
ORIGINAL

合同号码:

Contract No. MM950918

日期:

Date: SEP 18, 1995

地点:

Concluded at: BEIJING, CHINA

电传号:

Telex No. : 22241 MIMET CN

电报挂号:

Cable Address: MINMETALS BEIJING

买方: 中国五矿物资进出口有限公司 中国北京朝阳区安慧里四区十五号楼
邮政编码: 100101

The Buyers: CHINA MINMETALS MATERIALS IMPORT & EXPORT CO., LTD.
Bldg 15, Block 4, Anhuili, Chaoyang District, Beijing, P. R. China.
Zip Code: 100101

The Sellers (卖方): DAEWOO CORPORATION C. P. O. Box 2810, SEOUL,
KOREA^[1]

兹经买卖双方同意,由买方购进,卖方出售下列货物,并按下列条款签订本合同:

This Contract is made by and between the Buyers and the Sellers; whereby the Buyers agree to buy and the Sellers agree to sell the undermentioned goods on the terms and conditions stated below:

(1) 货物名称、规格、生产国别、制造工厂、包装及唛头 Name of Commodity, Specifications, Country of Origin, Manufacturers, Packing Terms and Shipping Marks	(2) 数量 Quantity	(3) 单价 Unit Price	(4) 总金额 Total Amount	(5) 装运期限 Time of Shipment
<p>COLD ROLLED STEEL IN COIL^[2] SPCC—SD, JIS G3141 SIZE: 0.6 X 786 X C mm COIL WT: MAX 5MT COIL I/D: 610mm(24") MANUFACTURERS: POSCO, KOREA EXPORT STANDARD PACKING SHIPPING MARKS: MM950918 QINGDAO, CHINA</p> <p>每件货物上用不褪色的涂料标明炉号、毛重、净重、编号、尺码、目的口岸,并刷明下列唛头: The heat number, gross and net weight, package number, measurement and the following Shipping Mark shall be stenciled with unfading pigment on each package: Contract No. _____ Port of Destination _____</p>	<p>800M/T^[3]</p> <p>每项允许 溢短装 5% more or less al- lowed on each item</p>	<p>USD 535 PER M/T CFR QING- DAO, CHINA^[4]</p>	<p>USD428,000</p>	<p>BY OCT 31, 1995^[5]</p> <p>每月交货数量必须 一次交清,不得分 批装运。 Monthly quantity should be delivered in one shipment with no partial shipment allowed.</p>

- (6) 装运口岸:

Port of Loading: KOREAN MAIN PORT

- (7) 目的口岸:

Port of Destination: QINGDAO, CHINA

- (8) 付款条件: 买方在收到卖方关于预计装船日期及准备装船数量的通知后, 应于装运前 20 天, 通过在中国的银行开立以卖方为受益人的不可撤销的信用证。该信用证凭即期汇票或见票____天远期汇票及本合同第(9)条规定的单据在开证行付款。

Terms of Payment: Upon receipt from the Sellers of the advice as to the time and quantity expected ready for shipment, the Buyers shall open, 20 days before shipment, with a bank in China, an irrevocable Letter of Credit in favour of the Sellers payable by the opening bank against sight draft/draft ____ days after sight accompanied by the documents as stipulated in Clause (9) of this Contract.

- (9) 单据: 各项单据均须使用与本合同相一致的文字, 以便买方审核核对。

Documents: To facilitate the Buyers to check up, all documents shall be made in a version identical to that used in this Contract.

- A. 填写按信用证指示的通知方的空白抬头、空白背书的全套已装船的清洁提单(如本合同为 FOB 价格条件时, 提单应注明“运费按安排付”字样; 如本合同为 CFR 价格条件时, 提单应注明“运费已付”字样)。

Complete set of Clean On Board Shipped Bill of Lading made out to order, blank endorsed, showing notifying party as indicated in relevant Letter of Credit (marked “freight as arranged” if the price in this Contract is based on FOB; marked “freight prepaid” if based on CFR).

- B. 发票: 注明合同号、唛头、载货船名及信用证号; 如果分批装运, 须注明分批号。

C. 装箱单及/或重量单:注明合同号及唛头,并逐件列明毛重、净重和炉号。

D. 制造工厂的品质及数量/重量证明书。

品质证明书内应列入根据合同规定的标准按炉号进行化学成分、机械性能及其他各种实验的实际试验结果。数量/重量证明书应按炉号列明重量。

Certificate of Quantity/Weight shall bear the quantity/weight as per each heat.

Copy of telex advising shipment according to Clause (11) of this Contract.

份数 Number of copies required	单证 Documents									
	寄送 To be distributed	A	B	C	D					
送交议付银行(正本)		3	4	3	3	1				
To the negotiating bank (original)										
送交议付银行(副本)		2	2	2	2	1				
To the negotiating bank (duplicate)										

(10) 装运条件:

Terms of Shipment:

A. 离岸价条款

Terms of FOB Delivery

- a) 装运本合同货物的船只,由买方租订舱位。卖方负担货物的一切费用风险到货物装到舱面为止。

For the goods ordered in this Contract, the carrying vessel shall be arranged by the Buyers. The Sellers shall bear all the charges and risks until the goods are effectively loaded on board the carrying vessel.

- b) 卖方必须在合同规定的交货期限 30 天前,将合同号码、货物名称、数量、装运口岸及预计货物运达装运口岸日期,以电传通知买方以便买方安排舱位并同时通知买方在装运港的船代理。倘在规定期内买方未接到前述通知,即作为卖方同意在合同规定期内任何日期交货,并由买方主动租订舱位。

The Sellers shall advise the Buyers by telex, and simultaneously advise the buyers' shipping agent at the loading port, 30 days before the contracted time of shipment, of the Contract No., name of commodity, quantity, loading port and expected date of arrival of the goods at the loading port, enabling the buyers to arrange for shipping space. Absence of such advice within the time specified above shall be considered as sellers' readiness to deliver the goods during the time of shipment contracted and the Buyers shall arrange for shipping space accordingly.

- c) 买方应在船只受载期 12 天前将船名、预计受载日期、装载数量、合同号码、船舶代理人,以电传通知卖方。卖方应联系船舶代理人配合船期装船。如买方因故需要变更船只或更改船期时,买方或船舶代理人应及时通知卖方。

The Buyers shall advise the Sellers by telex, 12 days before the expected loading date, of the estimated laydays, Contract No., name of vessel, quantity to be loaded and shipping agent. The Sellers shall then arrange with the shipping agent for loading accordingly. In case of necessity for substitution of vessel or alteration of shipping schedule, the Buyers or the shipping agent shall duly advise the Sellers to the same effect.

- d) 买方所租船只按期到达装运口岸后,如卖方不能按时备货装船,买方因而遭受的一切损失包括空舱费、滞期费及/或罚款等由卖方负担。如船只不能于船舶代理人所确定的受载期内到达,在港口免费堆存期满后第 16 天起发生的仓库租费、保险费由买方负担,但卖方仍负有载货船只到达装运口岸后立即将货物装船之义务并负担费用及风险。前述各种损失均凭原始单据核实支付。

In the event of the Sellers' failure in effecting shipment upon arrival of the vessel at the loading port, all losses, including dead freight, demurrage and/or fines etc., thus incurred, shall be for Sellers' account. If the vessel fails to arrive at the loading port within the laydays previously declared by the shipping agent, the storage charges and insurance premium from the 16th day after expiration of the free storage time at the port shall be borne by the Buyers. However, the Sellers shall be still under the obligation to load the goods on board the carrying vessel immediately after her arrival at the loading port, at their own expenses and risks. The expenses and losses mentioned above shall be reimbursed against original receipts or invoices.

B. 成本加运费条款

Terms of CFR Delivery

卖方负责将本合同所列货物由装运口岸装直达班轮到目的口岸,中途不

得转船。

The Sellers shall undertake to ship the contracted goods from the port of loading to the port of destination on a direct liner, with no transshipment allowed.

- (11) 装运通知: 卖方在货物装船后 24 小时内将合同号、品名、件数、毛重、净重、发票金额、载货船名及装船日期以电传通知买方。

Advice of shipment: The Sellers shall, upon completion of loading, advise the Buyers within 24 hours by telex of the Contract No., name of commodity, number of packages, gross and net weights, invoice value, name of vessel and loading date.

- (12) 保险: 自货物越过船舷起由买方自理, 但卖方应按本合同第(11)条通知买方。如卖方未能按此办理, 买方因而遭受的一切损失全由卖方负担。

Insurance: To be covered by the Buyers from the time when the goods have passed the rail of the vessel. For this purpose the Sellers shall advise the Buyers by telex of the particulars as called for in Clause (11) of this Contract. In the event of the Buyers being unable to arrange for insurance in consequence of the Sellers' failure to send the above advice, the Sellers shall be held responsible for all the losses thus sustained by the buyers.

- (13) 检验和索赔: 货卸目的口岸, 买方有权向中华人民共和国进出口商品检验局/中国进出口商品检验公司申请进行检验。如发现货物的品质及/或数量/重量与合同或发票或品质证明书不符, 除属于保险公司及/或船公司的责任外, 买方有权在货卸目的口岸后 90 天内, 根据中华人民共和国进出口商品检验局/中国进出口商品检验公司出具的证明书向卖方提出索赔, 因素赔所发生的一切费用(包括检验费用)均由卖方负担。FOB 价格条件时, 如重量短缺, 买方有权同时索赔短重部分的运费。

Inspection and Claims: The Buyers shall have the right to

apply to the Import and Export Commodity Inspection Bureau of the People's Republic of China (CCIB)/China Import and Export Commodity Inspection Corporation (CCIC) for inspection after discharge of the goods at the port of destination. Should the quality and/or quantity/weight be found not in conformity with the contract or invoice or quality certificate, the Buyers shall be entitled to lodge claims with the Sellers on the basis of CCIB's/CCIC's inspection certificate within 90 days after discharge of the goods at the port of destination, with the exception, however, of those claims for which the shipping company and/or the insurance company are to be held responsible. All expenses incurred on the claim including the inspection fees are to be borne by the Sellers. In case of FOB terms, the Buyers shall also be entitled to claim the freight for short weight if any.

- (14) 不可抗力: 由于人力不可抗拒事故, 使卖方不能在合同规定限期内交货或者不能交货, 卖方不负责任。但卖方必须立即以电传通知买方, 并以挂号函向买方提出有关政府或者商会所出具的证明, 以证明事故的发生。由于人力不可抗拒事故致使交货延期 1 个月以上时, 买方有权撤销合同。卖方不能取得出口许可证不得作为不可抗力。

Force Majeure: In case of Force Majeure, the Sellers shall not be held responsible for delay in delivery or non-delivery of the goods but shall notify immediately the Buyers by telex and deliver to the Buyers by registered mail a certificate issued by government authorities or chamber of commerce as evidence thereof. If the shipment is delayed over one month as the consequence of the said Force Majeure, the Buyers shall have the right to cancel this Contract. Sellers' inability