

外语经贸应用文系列丛书

English Practical Writing for
Trade and Economic Relations

英语经贸应用文

廖国强 主编



对外经济贸易大学出版社

University of International Business and Economics Press

外语经贸应用文系列丛书

四川外国语言文学研究中心项目成果 (编号: SCWY10-20)

English Practical Writing for Trade and Economic Relations

英语经贸应用文

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对外经济贸易大学出版社

中国·北京

图书在版编目 (CIP) 数据

英语经贸应用文 / 廖国强主编. —北京: 对外经济贸易大学出版社, 2010

ISBN 978-7-81134-852-1

I. ①英… II. ①廖… III. ①经济-英语-应用文-写作 IV. ①H315

中国版本图书馆 CIP 数据核字 (2010) 第 193274 号

© 2010 年 对外经济贸易大学出版社出版发行

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英语经贸应用文

对外经济贸易大学出版社

北京市朝阳区惠新东街 10 号 邮政编码: 100029

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北京山华苑印刷有限责任公司印装 新华书店北京发行所发行

成品尺寸: 185mm × 260mm 16.75 印张 381 千字

2010 年 10 月北京第 1 版 2010 年 10 月第 1 次印刷

ISBN 978-7-81134-852-1

印数: 0 001 - 5 000 册 定价: 26.00 元

出版说明

为满足全国高等院校外语专业本科学生学习的需要，对外经济贸易大学出版社联合全国重点院校的骨干教师特编写本套“外语经贸应用文系列丛书”。

本套教材包括《英语经贸应用文》、《法语经贸应用文》、《韩语经贸应用文》、《德语经贸应用文》、《日语经贸应用文》、《西班牙语经贸应用文》、《意大利语经贸应用文》、《阿拉伯语经贸应用文》，共八本教材。内容与时俱进，涵盖商务活动中的应用性文体，并配有实例介绍，实用性强。使学生在在学习语言的同时加深对商务知识的了解，培养学生撰写各类商业应用文的能力。

编纂者们不仅具有丰富的语言教学经验，还具备商务活动的实践经验。他们集教学经验和专业背景于一身，这正是本套教材编纂质量的有力保证。

对外经济贸易大学出版社

2010年10月

前言

随着经济全球化进程的不断加快,中国在国际政治、经济中的中心地位不断提高,与世界各国的交往日益频繁。因此,中外经贸领域的交流与活动,进一步促进了我国国际经济与贸易的新繁荣。不管你现在做什么或未来准备投身于何种交易,具有超前的思维,敏锐的观察力,灵活的应变力,以及不断学习、总结、进取的精神才能使自己置于国际商场的前列。在对外经贸中,离不开语言的交际功能,英语经贸应用文作为跨文化经贸交际的桥梁正起着越来越重要的不可替代的作用。我们深知,中华之崛起离不开经贸贸易往来,为了适应新形势下全球社会经济的发展和广大读者对英语经贸应用文专著书籍的需要,我们编写了此书。

本书针对社会各界英语爱好者和广大从事外贸业务人员及国际贸易、国际商务、电子商务、经济类、管理类等专业的大学生熟悉英语经贸应用文的需要而编写。本书在编写中注重结合国际经贸的新情况、新问题,以求在内容上能够与国际经贸的最新发展相结合,理论导入,重点突出,便于学习与模仿。全书包括国际商务合同、国际经济技术合作、国际商务单证及金融票据三大板块的内容,每个版块又包含若干章节,内容紧跟国际经贸的最新发展,覆盖面广、实用性强。

全书用英文写成,以让读者更多地接触用于交流的英语语言,有效地提高实际运用语言的能力。每一章中的难点、重点、短语或专业术语等都提供了中文解释,可以满足不同需求和不同英语水平学习者的需要,力求实效,也可弥补所谓全英文太难或全汉文讲解又不易掌握英文用法的不足。本书主要特色如下:

1. 本书用英语编写,对社会各界的使用者和大专院校的学生具有极强的针对性,书中既提供了各类国际商务信函、国际商务单证、金融票据和各种经贸合同的范本,也有政府间经贸合作协议等丰富的内容,能满足不同层次、不同用途使用者的需要,涉及读者面广。

2. 本书各章节根据英语的思维表达习惯编写,所述内容上既有相互照应之处,也能凸显各章特点,汉语注释起到互补作用,对尽快提高学习者的英语水平和熟悉相关经贸应用文写作具有积极意义。

3. 本书融基本理论知识和范例为一体,理论联系实际,注重实用性、可操作性,以适应国际经贸领域业务拓展的需要。

4. 本书以综合性、应用性作为编写定位,尽可能结合国际经贸发展业务前沿动态的需要,具有新颖性。

5. 突出实践性,学以致用,每章均配有自测题,让使用者随时检验自己对经贸应用文的掌握情况,适合对应用型人才培养的要求。

6. 选材广泛,涉及面大,知识点集中,重点突出,内容翔实。

综上所述,本书突出了理论性、系统性、应用性和实用性,易学易懂便于实践,能满足不同层次、不同水平的社会各行业涉外从业人员、英语爱好者的需要和大专院校国际贸易、国际管理、国际金融、电子商务、市场营销、经贸英语、涉外文秘等专业学生熟悉国际经贸应用文知识的需要。使用者在选用本书时,也可根据实际情况,进行适度的取舍或补充。

本书的教辅资源(包括自测题参考答案、教学PPT)请到 www.uibep.com 下载。

本书在编写及出版过程中,得到对外经济贸易大学出版社的大力支持,在此表示诚挚的谢意。

由于编写时间有限,不妥之处在所难免,敬请广大读者和同仁批评指正。

编著者

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**Part One International
Business Contracts**

国际商务合同

1. Sales Contract

销售合同

1.1 Focal Points

- The importance of sales contract
- The principles of writing a sales contract
- The basic form of sales contract
- Useful sentences or related words and expressions

1.2 Lead-in

A sales contract is an agreement, enforceable by law. It is the realization of all the previous business practices both sides have specified. Yet there is every reason to be more cautious, for any mistakes or negligence in the contract could offset all your previous efforts and cause tremendous damages.

When writing, please pay attention to the following principles: write completely, clearly, grammatically, and arrange properly and logically. The contents of contracts or agreements should conform to the principle of equality and mutual benefit through common negotiation; the stipulations of contracts or agreements should be complete, concrete, clear and without careless omissions, in order to avoid unnecessary economic losses; use words and expressions accurately, arrange the contents properly, logically and avoid mistakes.

The basic form of a contract includes the following components:

1. The Head

The head covers the following contents:

1) The title of the contract or agreement, e.g. Sales Contract, Purchase Contract, Import Contract, Sole Agency Agreement, etc. The title indicates the major points of the contract or agreement.

2) The number of the contract or agreement.

3) The date and the place of signing the contract or agreement. (Some contracts or agreements put the date and the place in the End)

4) The preamble of the contract or agreement includes the Sellers and the Buyers or Party A and Party B, the principles and the purposes of signing the contracts or agreements, e.g.,

ABC Company, New York, USA (hereinafter called Party A) and China National Textiles

Import & Export Corporation, Harbin Branch (hereinafter called Party B) through amicable negotiation reached the following agreement on the basis of equality and mutual benefit.

2. The Body

The body is the main part of the contract or agreement. We may use the style of clauses or the style of forms or combine the two styles together to state clearly the contents negotiated by the parties concerned. For example, the clauses in a sales contract or purchase contract are: the name and specifications of the commodity, quantity, unit price and total value, packing, shipment, payment, insurance, inspection, claim and arbitration, etc.

3. The End

This part usually includes the following: the copies and conserves of the contract or agreement, the languages used, the full names of the parties, and the seal affixed by the parties, etc. If the contract or agreement is accompanied by some enclosures, we should state clearly the names of the enclosures as well as the number of the copies as the integral parts of the contract.

1.3 Sample Contract

Sales Contract

No.: YY823496

Date: July 18, 2010

Signed at: Hong Kong

This contract is made and entered into¹ by ABC Corporation (hereinafter referred to as "Seller"), a Chinese corporation having their principal office at Building 12, Block 2, Anhuili, Chaoyang District, Beijing, P.R.China who agrees to sell and XYZ Corporation (hereinafter² referred to as "Buyer"), a New York corporation having their principal office at 30 Wall St., New York, N.Y., USA, who agrees to buy the following goods on the terms and conditions stated as below:

- 1 Name of commodity & Specification: Hand-embroidered Silk Scarves Item 3
- 2 Quantity: 2 400 pieces
- 3 Unit Price: CFR New York US\$ 20.00 per piece
- 4 Total Amount: US\$ 48 000
- 5 Country of Origin and Manufacturers: Xi'an Red Star Company, China
- 6 Time of Shipment: September, 2010
- 7 Port of Loading: Qingdao, China
- 8 Port of Destination: New York, USA
- 9 Packing: Each piece packed in a plastic bag, 12 pieces in a carton.
- 10 Shipping Marks: at the Buyer's option³.
- 11 Insurance: To be covered by Buyers for 110% of full invoice value against All Risks.
- 12 Terms of Payment:

continued

By 100% confirmed, irrevocable, transferable and divisible L/C⁴ to be available by sight draft⁵ to reach the Seller 30 days before the time of shipment and to remain valid for negotiation in China until 15 days after the aforesaid⁶ time of shipment. The L/C must specify that transshipment and partial shipments⁷ are allowed.

13 Inspection:

The Inspection Certificate of Quality/Quantity/Weight/Packing/Sanitation issued by China Commodity Inspection Bureau shall be regarded as evidence of the Seller's delivery. The Buyer may have the goods reinspected by authorized organization after the good's arrival at the destination. The reinspection fee shall be borne by the Buyer.

14 Documents:

The Seller shall present the following documents required to the bank for negotiation:

- 1) Full set of clean on board Ocean/Combined Transportation/Land Bills of Lading⁸ and blank endorsed marked freight prepaid⁹;
- 2) Signed commercial invoice in 3 copies indicating Contract No., L/C No. (Terms of L/C) and shipping marks;
- 3) Packing list/weight memo in 5 copies;
- 4) Certificate of Quality in 3 copies;
- 5) Certificate of Quantity in 3 copies;
- 6) Certificate of Origin in 3 copies;
- 7) The Seller shall, within 24 hours after shipment effected, send by courier¹⁰ each copy of the above-mentioned documents.

15 Terms of Shipment:

The Seller shall ship the goods duly within the shipping duration from the port of loading to the port of destination. Under CFR terms, the Seller shall advise the Buyer by fax/telephone of the Contract No., commodity, invoice value and the date of dispatch two days before the shipment for the Buyer to arrange insurance in time.

16 Quality/Quantity Discrepancy and Claim:

In case of quality discrepancy, claim should be lodged¹¹ by the Buyer within 3 months after the arrival of the goods at port of destination, while of quantity discrepancy, claim should be filed by the Buyer within 15 days after the arrival of the goods at port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods due to causes for which the Insurance Company, Shipping Company, other transportation, organization/or Post Office are liable.

17 Force Majeure¹²:

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the

continued

party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

18 Late Delivery and Penalty:

Should the Seller fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure specified in Clause 17 of this Contract, the Buyer shall agree to postpone the delivery on condition that the Seller agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. The penalty, however, shall not exceed 10% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 1% for every 7 days, odd days less than 7 days shall be counted as 7 days. In case the Seller fail to make delivery 10 weeks after the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the Contract and the Seller, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay.

19 Arbitration:

All disputes arising from the execution of this agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to China International Economic and Trade Arbitration Commission in Beijing in accordance with its Procedure Rules. The decision made by this Arbitration Commission shall be regarded as final¹³ and binding upon both parties¹⁴. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

Sellers: XYZ Corporation

Buyers: ABC Corporation

Signature:

Signature:

1.4 Notes

- 1) enter into: to become a party to (a contract) 缔结; 成为(一项条约)的订立方。
- 2) hereinafter: in the following part of this document 在下文; 在本文件的以下的部分
- 3) at the Buyer's option: the Buyer has the freedom to choose 买家可自由选择
- 4) 100% confirmed, irrevocable, transferable and divisible L/C: 百分之百保兑的、不可撤销的、可转让、可分割的信用证。
- 5) available by sight draft: 见票即付, 即期付款
- 6) aforesaid: spoken of earlier: 上述的, 前述的
- 7) transshipment and partial shipments: 转船(运)及部分装船(运)
- 8) Ocean/Combined Transportation/Land Bills of Lading: 海运、联运、陆运提单
- 9) blank endorsed marked freight prepaid: 空白背书并注明运费已付

- 10) send by courier: 以邮务专递方式邮寄
- 11) lodge: file 提起, 要求
- 12) Force Majeure: an unexpected or uncontrollable event 不可抗力
- 13) final: not to be changed or reconsidered, unalterable 终局性的, 决定性的, 不可更改的
The judge's decision is final. 法官的裁决是不可更改的。
- 14) binding upon both parties: 对双方生效

1.5 Exercises

I. Translate the following phrases into Chinese or English.

- | | |
|------------------------------|--------------------|
| 1. enter into a contract | 2. at one's option |
| 3. available by sight draft | 4. send by courier |
| 5. binding upon both parties | 6. 转船(运)及部分装船(运) |
| 7. 不可抗力 | 8. 上述的 |
| 9. 百分之百保兑的不可撤销的信用证 | 10. 可转让可分割的信用证 |

II. Fill in the blanks with the words given below and change the form when necessary.

charge	exceed	stipulate	fail	count
specify	deduct	involve	postpone	agree

Should the Sellers _____ to make delivery on time as _____ in the Contract, with exception of Force Majeure _____ in Clause 17 of this Contract, the Buyers shall agree to _____ the delivery on condition that the Sellers _____ to pay a penalty which shall be _____ by the paying bank from the payment under negotiation. The penalty, however, shall not _____ 20% of the total value of the goods _____ in the late delivery. The rate of penalty is _____ at 2% for every 7 days, odd days less than 7 days shall be _____ as 7 days.

III. Translate the following sentences into English or Chinese.

- 信用证必须注明可以分批装运或转船。
- 复验费由买家承担。
- The Seller shall, within 24 hours after shipment effected, send by courier each copy of the above-mentioned documents.
- It is understood that the Seller shall not be liable for any discrepancy of the goods due to causes for which the Insurance Company, Shipping Company, other transportation, organization/or Post Office are liable.
- 但罚款不得超过迟交货物总价的 10%。

IV. Choose the best word(s) or phrase(s) to complete each of the following sentences.

1. This contract is made and entered _____ by ABC Corporation and XYZ Corporation, a New York corporation having their principal office _____ 30 Wall St., New York, N.Y., USA.

- A. in/on B. into/at C. to/at D. into/on

2. Both companies have agreed to buy the following goods _____ the terms and conditions stated _____ below.

- A. as/down B. over/as C. on/to D. on/as

3. The insurance is to be covered by Buyers _____ 110% of full invoice value _____ All Risks.

- A. of/for B. for/against C. over/upon D. in/against

4. The Buyer may have the goods _____ by authorized organization after the good's arrival _____ the destination.

- A. reinspect/in B. respect/at C. reinspected/at D. be respected/in

5. The Seller shall ship the goods _____ within the shipping _____ from the port of loading to the port of destination.

- A. duly/duration B. early/duration C. dully/time D. duly/time

6. The rate of penalty is charged _____ 1% for _____ 7 days, odd days less than 7 days shall be counted as 7 days.

- A. for/every B. at/each C. at/every D. for/each

7. The penalty, however, shall not exceed 10% of the total value of the goods _____ the late delivery.

- A. involve in B. be involved in C. to involve in D. involved in

8. Either party shall not be _____ responsible for failure or delay to perform all or any part of this agreement _____ Force Majeure.

- A. taken/for B. held/due to C. regarded/as D. found/with

9. All disputes arising _____ the execution of this agreement shall be settled _____ friendly consultations.

- A. of/through B. from/in C. over/in D. from/through

10. The case in dispute shall then be submitted _____ China International Economic and Trade Arbitration Commission in Beijing _____ accordance with its Procedure Rules.

- A. to/in B. through/for C. over/in D. for/of

V. Writing practice.

Write a sales contract according to the following hints.

中国四川 A 公司向美国纽约 B 公司销售扎染真丝围巾, 合同必须包含以下主要条款:

- 货物名称、品质规格、数量、单价;
- 包装、运输、交货;
- 支付方式、商品检疫检验、仲裁等。

continued

2. Purchase Contract

购买合同

2.1 Focal Points

- The difference between sales contract and purchase contract
- The principles of writing a purchase contract
- The basic form of purchase contract
- Useful sentences or related words and expressions

2.2 Lead-in

The purchase contract is very similar to the sales contract, yet there is an essential difference between these two kinds of contracts—the purchase contract is issued from the standpoint of the Buyer.

The principles such as writing completely, clearly, grammatically, and arranging properly and logically are also required to be followed in the issuing of a purchase contract. All the requirements in writing the sales contract are also to be applied here.

The basic form of the purchase contract, very similar to the sales contract, also includes the Head, the Body and the End. Please refer to the previous chapter for details.

2.3 Sample Contract

Purchase Contract

Contract No.: _____

Date: _____

Signed at: _____

The Buyer: _____

Address: _____

Tel: _____ Fax: _____

E-mail: _____