商品等

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21 世纪商品学专业核心教材

商品学英语

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总 序

商品具有价值和使用价值的二重性,商品学研究商品使用价值及其变化规律,是融合了自然科学和社会科学的一门交叉性应用学科。现代商品学以商品体为基础,围绕商品—人—环境系统,从技术、经济、环境、资源、市场和消费需求等多方面系统地、综合地和动态地研究商品使用价值及商品的质量和品种,为商品开发决策、商品质量提高、商品品种发展、商品质量评价、商品质量保证、商品质量管理与监督、环境与资源保护、资源开发与利用、商品经营管理等提供科学依据。

在计划经济时代,我国商品学借鉴原苏联,主要侧重理化性能的教学;改革开放后,逐渐向经济管理倾斜,力争为培养既懂技术又懂管理的复合型人才而服务。时至今日,距公元 2001 年 12 日 11 日我国正式加入 WTO 业已三年有余,商品流通领域大多数完全对外放开,内外资的竞争和较量日趋白热化。民族企业能否在这场没有硝烟的战役中存活并发展壮大,人才是要因。这就不难理解为什么会在 2001 年之后全国上下出现了商品学教材建设如火如荼的喜人局面。

遗憾的是,至今为止商品学专业教材建设还只是"单兵作战",尚没有一套关于包罗商品学学科、专业体系的系列教材。欣闻中国物资出版社与中国商品学会通力合作即将付梓出版"21世纪商品学专业核心教材"丛书,作为一直奋斗在商品学专业教学战线的工作者,我们倍感欣慰和自豪。

· 本套教材书共有九本教材组成,分别是《纺织品商品学》、《工业品商品学》、《电子电器商品学》、《食品商品学》、《商品包装学》、《纺织品检验学》、《工业品检验学》、《商品学实验教程》、《商品学英语》。上述教材由中国商品学会和哈尔滨商业大学商品检验与管理工程学院组织编著,主编均由长期从事商品学专业一线教学与科研的教授、副教授担纲。

中国商品学会是国家一级学会,国际商品学会副会长级单位,1995年成立,国务活动家、经济学家袁宝华任名誉会长。学会由全国的大专院校和科研院所从事商品学及其相关专业教学与研究的学者和教授组成,此外还广泛吸纳了商检、海关、质量监督检验检疫、工商行政管理和消费者协会等部门的专家和部分企业家。学会推动和发展商品学的基础理论及应用研究,参与商品质量监督和咨询,承接了几十项国家部委的科研项目,广泛开展国际交流活动,在国民经济主战场

上发挥着重要作用。

哈尔滨商业大学(原黑龙江商学院)是 1958 年新中国最早开设商品学本科专业的高等院校, 20 世纪 60 年代, 全国首届商品学会也正是在美丽的哈尔滨拉开帷幕。除了"文革"期间停招, 1981 年恢复专业招生之外, 近半个世纪以来,哈尔滨商业大学一直致力于商品学学科、专业的发展和改革,并于 1994 年经国务院学位办批准获得商品学硕士学位授予权。几十载教学积淀,数万千桃李芬芳,作为原商业部重点专业,哈尔滨商业大学商品学专业为全国商业、物资领域输送了包括国家部委部长、公司总裁、工程师、教育工作者在内的大量高级人才,促进了商品学的教学、科研和实践。

"谋度于义者必得,事因于民者必成"。我们相信,本套教材的出版必将进一步推动我国商品学专业教育的蓬勃发展,也必将为商务部薄熙来部长提出的"大商务、大流通"培养技术加管理的应用人才而服务。

最后,对国际商品学会副会长、维也纳经济大学 Gerhard Wagner 教授,中国商品学会会长、中国人民大学万融教授,中国商品学会秘书长傅绪哲教授给予本套教材的中肯建议以及大力支持一并表示感谢。

"21世纪商品学专业核心教材"编委会

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前 言

《商品学英语是》"二十一世纪商品学专业核心教材"的外语类读物,既可作为商品学本科学生的专业英语教材或双语教材,亦可作为经济管理类专业学生或者从业人员自修教材。

本书由商品贸易流通篇、日用工业商品篇、服装纺织商品篇、电气商品篇、食品商品篇等五个部分组成,每部分共四个单元,每单元内容包括课文、注释、课后练习等。

本书的特点在于:一是专业性,每部分每个单元均紧紧围绕商品学专业教学大纲的知识点展开,同时与本套丛书相关教材形成呼应;二是时新性,文章以及课后阅读材料均精选自国内外近三年来的商品学相关文献资料,是快速提升专业英语阅读能力的绝佳读物;三是实用性,以商品学实际运用需求为目的,比如安排商品贸易流通作为开篇,涉及贸易术语、合同、结算和商品会展,因为物品之所以成为商品,是在交换、流通中表现的,商品学英语自然侧重商品的国际流通。

《商品学英语》由哈尔滨商业大学商品检验与管理工程学院院长白世贞教授任主编,孙璐、沈欣任副主编,研究生吴绒进行了大量的资料整理和文字审校工作。对本书编写过程中给予可贵帮助者,一并深表诚谢。

本书是编者多年来商品学教学、科研的经验总结,经通力协作,勉成此书,旨在抛砖引玉。然而由于编者水平有限,加之时间仓促,虽殚精竭虑难免错误疏漏,恳请本书使用者及国内外同仁给予批评谷正。

编 者 2005年8月

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第一部分 商品贸易流通篇

Unit 1 International Trade Terms

Role of International Trade Terms

Trade terms, also called price terms or delivery terms, are an important component of a unit price in international trade, standing for specific obligations of the buyer and the seller. Every commercial transaction is based upon a sales contract, and the trade terms used in the contract have the important function of naming the exact point at which the ownership of the merchandise is transferred from the seller to the buyer. The trade terms also define the responsibilities and expenses of both the seller and the buyer. The use of the trade terms greatly simplifies the contract negotiations, and thus saves time and cost. The price of commodity usually refers to the unit price which is made up of currency, a unit price, a measuring unit, and a name of destination or shipping place. For example:

US\$800 per M/T CIF London

US\$45 per Carton FOB Shanghai

The two parties in international trade are usually far away from each other and are separated by vast ocean. The cargoes carried from the export country to the import country will usually go through a long distance of the transportation and sometimes, several transshipments during the process of the goods. The seller or the buyer shall handle a series of complicated formalities, which include carrying out customs formalities for the goods, obtaining the import or export license, chartering a ship or booking shipping space, making insurance, asking for inspection, etc, and pay all kinds of charges and expenses, such as freight, loading and unloading expenses. Who shall be responsible for the above mentioned duties and bear the relative expenses? All these problems resulting



from international trade shall be solved. Therefore, after a long-term process of business practice, a set of special trade terms have taken shape in international trade which are not customary practices in domestic trade. The terms have developed into the international merchantable customs and have been simplified to a certain extent. They are in universal use in foreign trade transactions. They are, however, sometimes interpreted differently in different countries and their meanings may be modified by the agreement of the parties, by the customs of a particular trade or the usage prevailing at a particular port.

When the two parties determine to adopt certain trade terms, all other clauses in the contract shall be in conformity with them. Therefore, in international trade, we usually made use of certain trade terms to define the nature of the contract, such as FOB contract or CIF contract, to determine expenses and risks as well as their rights and obligations accordingly.

The trade terms refer to using a brief English concept or abbreviation to indicate the formation of the unit price and determine the responsibilities, expenses and risks borne by two parties as well as the time of the passing of the property in the goods.

A Guide to Incoterms 2000

For the ease of understanding, the terms are grouped in four basically different categories; namely starting with the term whereby the seller only makes the goods available to the buyer at seller's own premises (the "E" -term Ex Works) followed by the second group whereby the seller is called upon to deliver the goods to a carrier appointed by the buyer (the "F" -terms FAS and FOB); continuing with the "C" -terms where the seller has to contract for carriage, but without assuming the risk of loss or of damage to the goods or additional costs due to events occurring after shipment and dispatch (CFR, CIF, CPT and CIP) and finally, the "D" -terms whereby the seller has to bear all costs and risks needed to bring the goods to the place of destination (DAF, DES, DEQ, DDU and DDP). Just to have a sound understanding with the well-visualized picture as below:

EXW

EX Work (...named place)

The term means the seller delivers when he places the goods at disposal of



the buyer at the seller's premises or another named place (i. e. works, factory, warehouse, etc.) not cleared for export and not loaded on any colleting vehicle. By using this term, the seller minimizes his obligations while the buyer obtains at the lowest possible price.

The seller must supply the goods in accordance with the contract of sale, provide at his expense basic packing (special packing may be a charge on the customer) and give the buyer prompt notice when goods are ready. Equally, the seller should render the buyer on request every assistance to provide all the relevant document or to clear the customs. Sometime, the buyer requests the seller to clear the customs. Therefore, the term may provide two options: Ex works cleared for export and Ex work uncleared for export.

Obviously the responsibilities of the buyer are more extensive. He must pay for the goods in accordance with the contract and bear all the costs and risks of the goods from the time when they have been placed at his disposal by the seller. The buyer must fund any customs duties and taxes and all costs in obtaining the documents required for the purpose of importation exportation.

FCA

Free Carrier (...named place)

This term means that the seller delivers the goods, cleared for export, to the carrier nominated by the buyer at the named place. It should be noted that the chosen place of delivery has an impact on the obligations of loading and unloading the goods at that place. If delivery occurs at the seller's premises, the SELLER IS RESPONSIBLE for LOADING. If delivery occurs at any other place, the SELLER IS NOT RESPONSIBLE for UNLOADING.

This term may be used irrespective of the mode of transport, including multi-modal transport, "Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of transport by rail, road, air, sea, inland waterway or by a combination of such modes.

If the buyer nominates a person other than a carrier to receive the goods, the seller is deemed to have fulfilled his obligation to deliver the goods when they are delivered to that person. The risk of loss or of damage to the goods is transferred from the seller to the buyer at the time the nominated carrier accepts them at the prescribed place.



The seller must provide any requisite export license and customary packing, and supply the buyer with the customary transport documents (bill of lading, etc) as proof of delivery of the goods to the carrier. The buyer must bear all the cost and risk of the goods from the time they have been delivered to the carrier.

FAS

Free Alongside Ship (...named port of shipment)

This term means that the seller delivers when the goods are placed alongside the vessel at the named port of shipment. This means that the buyer has to bear all costs and risks of loss or of damage to the goods from that moment.

The FAS term requires the SELLER to CLEAR the goods for export. This is a REVERSAL from previous Incoterms versions which required the buyer to arrange for export clearance.

However, if the parties wish the buyer to clear the goods for export, this should be made clear by adding explicit wording to this effect in contract of sale. This term can be used only for sea or inland waterway transport.

Under this term the obligation of the seller is realized when the goods have been placed alongside the vessel nominated by the buyer at the named port of shipment on the date or within the agreed period and in the manner customary at the port, and the seller must bear all risks of loss or of damage to the goods until such time as they have been delivered. The buyer must take delivery of the goods when they have been delivered, and bear all risks of loss or of damage to the goods from the time they have been delivered, and /or from the agreed date or the expiry date of the agreed period for delivery which arise because he fails to give notice, or because the vessel nominated by him fails to arrive on time, or is unable to take the goods, or closes for cargo earlier than the time notified.

The buyer needs to give the seller prompt notice of the name of the vessel, loading berth and delivery dates. In the event of the buyer failing to notify the seller of the name of the vessel, and the port of shipment within the prescribed period, the buyer would bear all the consequential cost and risk from the expiry date of the notification period. The buyer should also meet all costs of obtaining the export license or other governmental authorization necessary to export the goods.

FOB



Free on Board (...named port shipment)

This term means that the seller delivers when the goods pass the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss or of damage to the goods from that point. The FOB term requires the SELLER to CLEAR the goods for export. This term can be used only for sea or inland waterway transport. If the parties do not intend to deliver the goods across the ship's rail, the FAC term should be used.

FOB is a widely used term in international trade. Under this term, the seller must obtain at his own risk and expense, any export license or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the goods. The buyer must obtain at his own risk and expense, any import license or other official authorization and carry out, where applicable, all customs formalities for the import of the goods and, where necessary, for their transit through any country. The risk of loss or of damage to the goods is transferred from the seller to the buyer when these goods pass over the ship's rail at the named port of shipment. The buyer bears all costs and risks of loss or of damage to the goods from the time it has passed the ship's rail and pays the price as specified in the sales contract.

However, as the loading of the goods is a continuous process, it is hard to used ship's rail as a point to divide responsibilities and costs. To avoid any dispute, there are several derived terms:

☆FOB Liner Terms

It means that the ship will be responsible for loading and the seller doesn't have to pay loading expenses.

☆FOB Under Tackle

This term only requires the seller to send and place the goods on the wharf within the reach of the ship's tackle. Loading expenses incurred thereafter will be borne by the buyer.

☆FOB Stowed

Under this term, the seller loads the goods into the ship's hole and pays the loading expenses including stowing expenses.

☆FOB Trimmed

The seller pays all the loading expenses including trimming expenses (which



actually also includes stowing expense) .

CFR

Cost and Freight (...named port of destination)

This term means that the seller delivers when the goods pass the ship's rail in the port of shipment. The seller must pay the cost and freight necessary to bring the goods to the named port of destination BUT risk of loss or of damage to the goods, as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer. The seller must bear all risks of loss or of damage to the goods until such time as they have passed the ship's rail at the port of shipment, while the buyer must accept at the named port of destination. The CFR term requires the SELLER to CLEAR the goods for EXPORT.

This term can be used only for sea and inland waterway transport. If the parties do not intend to deliver the goods across the ship's rail, the CPT term should be used.

It is the seller that charters ships, books shipping space and pays for the cargo loading. When the goods are loaded on board the vessel, the seller should send shipping notice to the buyer.

Cargo insurance is to be effected by the buyer. The buyer receives the goods at the port of destination and funds all unloading expenses at destination port unless such costs have been included in the freight or collected by the ship-own at the time freight was paid.

To specify clearly the responsibility and cost of unloading, some derived terms can also be used:

☆CFR Liner Terms

The ship is responsible for the discharge of goods. The unloading charges are included in freight that is paid by the seller.

☆CFR Landed

The goods must be unloaded onto the dock. The seller is responsible for discharge of the goods and pays the cost, including lighterage and wharfage charges.

☆CFR Ex-Ship's Hold

The seller fulfills his obligations when he has made the goods available to the



buyer for unloading. The buyer pays the cost for discharging the goods from the ship's hold.

CIF

Cost, Insurance and Freight (...named port of destination)

This term means that the seller delivers when the goods pass the ship's rail in the port of shipment. The seller must pay the costs and freight necessary to bring the goods to the named port of destination BUT the risk of loss or of damage to the goods, as well as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer. Under CIF, in addition to CFR obligations, the seller is obliged to arrange marine insurance against the risk of loss or of damage to the goods in transit. This is the seller contracts with the insurer and pays the insurance premium.

However, the buyer should note that under the CIF term the seller is required to obtain insurance only on minimum cover. Should the buy wish to have the protection of greater cover, he would either need to agree as such expressly with the seller or to make his own extra insurance arrangements.

The CIF term requires the seller to clear the goods for export.

This term is a popular cargo delivery arrangement and can only be used for sea and inland waterway transportation. To stipulate clearly the responsibility and cost of unloading, as CFR, CIF also has some derived terms: CIF Liners Terms, CIF Landed and CIF Ex-Ship's Hold.

CPT

Carriage Paid to (...named place of destination)

This term means that the seller delivers the goods to the carrier nominated by him but the seller must in addition pay the cost of carriage necessary to bring the goods to the named destination. This means that the buyer bears all risks and any other costs occurring after the goods have been so delivered.

"Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of transport, by rail, air, sea, inland waterway or by a combination of such modes. If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

The CPT term requires the SELLER to CLEAR the goods for EXPORT.



CPT is almost the same as CFR except that CFR is only applied to sea and inland water transportation while CPT may be used for any mode of transport including multi-modal transport.

CIP

Carriage and Insurance Paid to (...named place of destination)

This term means that the seller delivers the goods to the carrier nominated by him but the seller must in addition pay the cost of carriage necessary to bring the goods to the named destination. This means that the buyer bears all risks and any additional costs occurring after the goods have been delivered. However, in CIP the seller also has to procure insurance against the buyer's risk of loss or of damage to the goods during the carriage. Consequently, the seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIP term the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have the protection of greater cover, he would either need to agree as such expressly with the seller or would make his own extra insurance arrangements.

"Carrier" means any person who, in a contract of carriage, undertakes to perform or procure the performance of transport, by rail, road, air, sea, inland waterway or by a combination of such modes.

If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

The CIP term requires the seller to clear the goods for export.

This term may be used irrespective of the mode of transport including multimodal transport.

Briefly, this term is almost identical to except that under CIP, the seller has to fund the cargo insurance. The seller's liability ceases when the cargo has been accepted by the carrier or the first carrier under multimodal transport operation. Its only difference from CIF is that CIP is applied to all modes of transport.

DAF

Delivered at Frontier (...named place)

This term means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport not unloaded, cleared for export, but not cleared for import at the named point and place at the frontier,