

普通高等学校“十三五”规划教材

国际商贸英语

(第2版)

刘莉 邹勇 主编



**International
Business English**



南京大学出版社

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(第2版)

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内 容 简 介

本教材内容涉及商务谈判、贸易术语、商务单证、信用证、国际结算、各种单证、审单与偿付以及海运保险、国际物流及商务英语写作等。本教材内容大多选自英文原版图书，部分摘自国内权威图书和资料。所选材料力求新鲜、有代表性，并能反映当代国际经济贸易的一些重大变化。

通过对本教材的学习，读者能够熟悉专业商贸英语术语，读懂商贸英文文章，掌握国际贸易流程。本教材的目的在于培养既懂国际商贸专业知识又能熟练运用英语的复合型人才，以适应当前全球化发展的趋势。

本教材可用作各类英语院校的英语专业学生用书，也可以作为相关专业学生的英语学习用书。

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前言

迈入新世纪和加入世贸组织后，我国逐步在更广阔的范围内参与国际竞争，与世界接轨。在全球经济一体化趋势日益明显的今天，全球范围内的科技竞争、贸易摩擦和市场竞争愈演愈烈。这是一场争夺国际市场的战斗，其实质是人才的竞争。在这种背景下，作为国际贸易用语的英语变得越来越重要，社会上也越来越迫切地需要既有专业知识又能熟练运用英语的人才。有效地提高学生的实际语言运用能力，培养既有专业知识又能熟练运用英语的人才，使学生所学的知识能够跟上时代的步伐，满足社会经济生活的实际需求，这些都是英语教育工作者的历史责任，也是社会发展的需要。

本教材的主编之一自1993年以来一直用英语进行该课程的课堂教学。二十几年的教学实践成果表明，参加过这门课程学习的学生不仅掌握了国际商贸英语知识，而且英语表达能力也得到了极大提高，受到了用人单位的欢迎。此外，本书主编在从事教育工作之前曾做过进出口贸易工作，对进出口业务比较了解，积累了丰富的实践经验，愿意和广大读者分享自己所掌握的进出口业务及银行业务知识，为培养优秀的国际贸易人才做出贡献。

本教材由西南财经大学天府学院外国语学院教研中心的刘莉、四川大学锦城学院外国语学院的邹勇担任主编，拟定大纲并负责全书的统稿工作。西南财经大学天府学院英语教学中心（专科）的张维、四川理工学院外语学院的余春梅、中国平安财产保险股份有限公司的周正红担任副主编，西南财经大学经贸外语学院的肖雪、陶袁、韩晓霞、谢宇纯，四川大学锦城学院外国语学院的赵子涵、李静贤及康福洁参与了本教材的编写工作。具体编写分工如下：刘莉编写第1章、第2章、第3章、第4章、第5章、第6章、第7章、第8章、第9章、第10章、第11章及第12章；张维编写第13章、第14章及第15章；肖雪、陶袁编写第16章；韩晓霞、谢宇纯编写附录A；余春梅、周正红编写附录B；赵子涵、李静贤、康福洁编写附录C。

本教材能够顺利完成，要衷心感谢华东政法大学商学院的何家宝教授。何教授是UCP 600的译者，他在该领域有很深的造诣，多年从事国际商贸英语的教学，经验十分丰富。非常感谢何教授对本书的编写提出了宝贵的意见和建议。

南京大学出版社对本书的出版给予了大力的支持和帮助，在此深表谢意。

为了方便使用本教材的教师教学，编者愿免费提供与本教材相关的电子课件、练习题参考答案及实务单证。

由于编者水平与经验有限，书中难免存在缺点与错误，恳请广大同行和读者批评指正。

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2018年7月于成都

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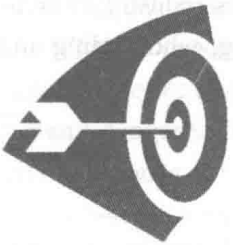
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Chapter 1

Introduction to International Trade



Learning Objectives

Knowledge Objectives:

1. Understand the concept and origin of international trade.
2. Know the theory of comparative advantage.
3. Know some basic forms of international trade.

Ability Objectives:

1. Master the definition of international trade.
2. Apply the theory of comparative advantage to trade practices.
3. Identify the visible goods and invisible goods.

The Definition of the International Trade

Trade is one of the most basic activities of mankind. It involves the transfer of the ownership of goods or services from one person or entity to another in exchange for other goods or services or for money. Trade exists in every society, every part of the world, and in fact every day due to the specialization and division of labor, in which most people concentrate on a small aspect of production, trading for other products.



Economic activity began with the caveman, who was economically self-sufficient. He did his own hunting, found his own shelter, and provided for his own needs. One person was more able to perform some activity than another, and therefore each person concentrated on what he did best. While one farmed, another herded. The farmer then traded his surplus to the herdsman, and thus each benefited from the variety of diet.

In today's complex economic world, neither individuals nor nations are self-sufficient. Nations have utilized different economic resources; people have developed different skills. This is the foundation of international trade and economic activities.



International trade, also known as world trade, or overseas trade, is the fair and deliberate exchange of goods and services across national boundaries. It concerns trade operations of both import and export and includes the purchase and sale of both visible and invisible goods, the former of which is called trade in goods while the latter of

which is called trade in services in the word of WTO. Therefore, it includes not only international trade and foreign manufacturing, but also encompasses the growing services industry in areas such as transportation, tourism, banking, advertising, construction, retailing, wholesaling and mass communications.

Reasons for the International Trade

In fact, international trade is more difficult and risky for a firm than domestic trade. For example, when doing foreign trade, the exporter may not be familiar with the buyer, and thus not know if the importer is creditworthy. In addition, political instability makes it risky to ship merchandise abroad to certain parts of the world. However, there is a long list of reasons that countries may want to engage in trade with one another.

The first is the lack of necessary resources because no nation has all of the commodities that it needs. Raw materials are scattered around the world. Large deposits of copper are mined in Peru and Congo, diamonds are mined in South Africa, and petroleum is recovered in the Middle East. Countries rely on one another for various resources unavailable to them. For example, the United States is a major consumer of coffee, yet it does not have the climate to grow any of its own. Consequently, the United States must import coffee from other countries, such as Brazil, Colombia, and Guatemala, because these countries grow coffee efficiently.

Secondly, international trade also occurs because a country often does not have enough of a particular item to meet its needs. Although the United States is a major producer of sugar, it consumes more than it can produce internally and thus must import sugar.

Thirdly, one nation can sell some items at a lower cost than other countries. In other words, one country which can produce certain items does not mean that it can do so at the best price. A number of factors, such as labor force and taxes, can increase the wholesale and retail price of those goods and services. In many cases, people prefer to obtain items elsewhere if it will reduce the amounts that they are required to pay for them. Japan has been able to export large quantities of radios and television sets and movie cameras because it can produce them more efficiently than other countries. It is cheaper for the United States to buy these from Japan than to produce them domestically.

Finally, international trade takes place because of innovation or technology. Sometimes, a nation may have access to the raw materials that it needs, but it may lack the ability to convert those materials into the necessary consumer products. While another nation may have a specialty

in producing what is needed. For instance, even though the United States produces more automobiles than any other country, it still imports large quantities of autos from Germany, Japan and Sweden, primarily because there is a market for them in the United States.

Basic Forms of the International Trade

Visible trade involves the import and export of tangible goods and merchandise, whereas **invisible trade** involves the exchange of services between nations.

Nations such as Greece and Norway have large maritime fleets and thus can provide transportation service. This is a kind of invisible trade.

When an exporter arranges shipment, he rents space in the cargo compartment of a ship. The prudent exporter purchases insurance for his cargo's voyage. While at sea, a cargo is vulnerable to many dangers. Thus, insurance is another service in which some nations specialize. Great Britain, because of the development of Lloyd's, is a leading exporter of this service, earning fees for insuring other nations' foreign trade.

Some nations possess little in the way of exportable commodities or manufactured goods, but they have mild sunny climate. During the winter, the Bahamas attracts large numbers of tourists, particularly from the northeastern United States, who spend money on hotel accommodations, meals, taxis, and so on. Tourism, therefore, is another form of invisible trade.

Invisible trade can be as important to some nations as the export of raw materials or commodities is to others. In both cases, the nations earn money to buy necessities.

Import is the process of purchasing goods and services from other nations while **export**, opposite to import, is the process of selling goods and services to other nations. There are two types of import, namely, direct import and indirect import. Direct import is the direct purchase of goods and services from overseas market, while indirect import is the purchase of foreign goods and services through middlemen.

Like import, export can be either direct or indirect. Direct export involves establishing an export department or even an overseas sales branch, which provides a continuous presence and easier control for the exporter in the buyer's country but obviously means more expenses. Indirect export sells goods and services to overseas markets through middlemen, often known as the export agents.

Export agents seldom produce goods and merchandise on their own. Their major task is to bring buyers (importers) and sellers (exporters) together and help them handle international transactions. Export agents make their money from commissions of the sale of price. Through an export agent, a company or a firm does not deal with foreign currencies or the red tape of international marketing, which is a main advantage for a firm or a company to do export business. However, there is also a major disadvantage for an export company. Since the export agent must make a profit, the price of the product must be increased or the domestic company must provide a larger discount than it would in domestic transaction.

The Theory of Comparative Advantage

With the development of manufacturing and technology, there arose another incentive for nations to exchange their products. It was found that it made economic sense for a nation to specialize in certain activities and produce those goods for which it had the most advantage, and to exchange those goods for the products of other nations, which had advantages in different fields. This trade is based on the principle of comparative advantage.

The theory of comparative advantage, also called the comparative cost theory, was developed by David Ricardo and other economists in the 19th century. It points out that trade between countries can be profitable for all, even if one of the countries can produce every commodity more cheaply. As long as there are minor, relative differences in the efficiency of producing a commodity even the poor country can have a comparative advantage in producing it. The paradox is best illustrated by this traditional example: the best lawyer in town is also the best typist in town. Since this lawyer cannot afford to give up precious time from legal affairs, a typist is hired who may be less efficient than the lawyer in both legal and typing matters. But the typist's comparative disadvantage is least in typing. Therefore, the typist has a relative comparative advantage in typing.

This principle is the basis of specialization into trades and occupations. At the same time, complete specialization may never occur even when it is economically advantageous. For strategic or domestic reasons, a country may continue to produce goods for which it does not have an advantage. The benefits of specialization may also be affected by transport costs: goods and raw materials have to be transported around the world and the cost of the transport narrows the limits between which it will prove profitable to trade. Another impediment to the free flow of goods between nations is the possible introduction of artificial barriers to trade, such as tariffs and quotas.



NOTES

1. economic resources 经济资源

经济资源具备有用性和稀缺性,有用性是资源之所以为资源的依据,稀缺性是经济资源之所以为经济资源的前提。经济资源的类别因研究视角不同而林林总总,普遍为人们所熟悉的有物质资源(material resources)、能量资源(energy resources)、人力资源(human resources)等。

2. service industry 服务业

服务业可以被视为第三产业。第三产业包括:批发和零售业,交通运输、仓储和邮政业,住宿和餐饮业,教育,卫生和社会工作,文化、体育和娱乐业,公共管理、社会保障和社会组织,国际组织,以及农、林、牧、渔业中的农、林、牧、渔服务业,采矿业中的开采辅助活动,制造业中的金属制品、机械和设备修理业等。

3. wholesale price 批发价格

这是指开展批发业务的企业，向购买一定数量商品的单位或个人出售商品的价格。

4. retail price 零售价格

5. indirect export 间接出口

这是指将产品卖给国内出口商或委托出口代理商代理出口。间接出口的形式有专业外贸公司、国际贸易公司、出口管理公司、合作出口以及外国企业驻本国采购处。

6. quota 配额

配额是一种数量限制。

进口配额是一国政府在一定时期内对一些商品的进口数量或金额加以直接限制。

自动出口配额制又称自动限制出口，是一种限制出口的措施，是出口国家或地区在进口国的要求或压力下，“自动”规定某一时期内某些商品对该国的出口限制，在现行的配额内自行控制出口，超过配额即禁止出口。

7. red tape 繁文缛节

8. international marketing 国际市场营销

国际市场营销是世界经济发展的必然产物，是一种跨国界的社会和管理过程，是企业通过计划，定价促销和引导，创造产品和价值并在国际市场上进行交换，以满足多国消费者的需要和获取利润的活动。

9. artificial barriers 人为障碍

10. The theory of comparative advantage (comparative cost theory) 比较优势理论

该理论是大卫·李嘉图在亚当·斯密绝对成本差异理论基础上发展起来的。李嘉图认为每个国家不一定必须自己生产各种商品，而应集中力量生产那些利益较大或不利较小的商品，即具有比较优势的产品，然后通过对外贸易进行交换。这样，在资本和劳动不变的条件下，生产总量将得到增加，如此形成的国际分工对贸易各国都有利。

11. David Ricardo 大卫·李嘉图 (1772—1823年)

李嘉图是19世纪中叶英国资产阶级古典政治经济学的杰出代表和完成者，他提出了比较优势理论。李嘉图早先曾从事证券交易，后来从事议会活动。其最主要的著作是《政治经济学及赋税原理》(1817年)。

12. While at sea, a cargo is vulnerable to many dangers.

在海上，货物会遇到各种危险。

13. Lloyd's 劳埃德，劳合社

劳埃德始创于17世纪末。其最初是伦敦的一个简陋的咖啡馆，后逐渐发展成为世界上最重要的海上保险组织和重要的通信机构。劳埃德和伦敦其他的海上保险公司形成了世界上最大的海上保险市场，即“伦敦市场”。劳埃德本身并不经营具体保险业务，只是为其会员提供办理保险业务的场所。

14. Some nations possess little in the way of exportable commodities or manufactured goods.

有些国家没有什么可供出口的产品或制成品。

15. the Bahamas 巴哈马(群岛)

巴哈马(群岛)位于西印度群岛,在古巴的北面,面积有7 086平方千米,人口有185 000人。

16. tariffs 关税

这是指进出口商品在经过一国关境时,由政府设置的海关根据该国法律规定向进出口商所征收的税收,对于国际贸易发达的国家而言,关税往往是国家税收乃至国家财政的主要收入。



EXERCISES

I. Translate the following Chinese terms into English.

自给自足

直接出口

海外市场

比较优势理论

可供出口的产品

经济资源

批发

间接进口

制成品

关税

II. Translate the following English terms into Chinese.

visible trade

invisible trade

export agent

retailing

consumer products

direct import

indirect export

foreign manufacturing

raw materials

quota

III. Questions.

1. Do nations trade with one another?

2. What is international trade?

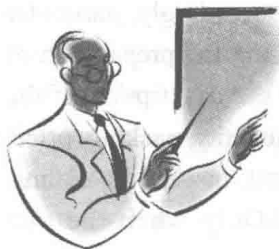
3. What kinds of goods should a nation specialize in producing?

4. Who developed the theory of comparative advantage? What do you think of it?

5. What is invisible trade?

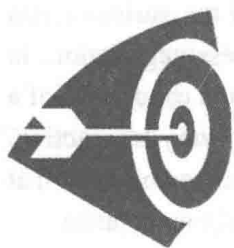
6. What is indirect export?

7. Is there any difference between international trade and foreign trade?



Chapter 2

Business Negotiation and Establishment of Contract



Learning Objectives

Knowledge Objectives:

1. Know the procedure of import and export negotiation.
2. Be familiar with the inquiry correspondence in import and export consultation.
3. Be familiar with the offer correspondence in import and export consultation.
4. Be familiar with principal terms and establish procedures of import and export contracts.

Ability Objectives:

1. Complete the whole process of import and export negotiation independently.
2. Write and accept business correspondence independently such as inquiry, offer and counter-offer correspondence.
3. Draw up relevant clauses in a contract accurately based on the actual transactions.

2.1 Business Negotiation

The export business negotiation is one of the most important steps in international trade since it is the foundation of the contract, while the contract is the result of the business negotiation.

Business negotiation is a series of dealings between the seller/exporter and the buyer/importer in order to reach an agreement on price, payment, quantity, quality, and other terms of conditions of a sale. Evidently, the conclusion of a sales contract results from the business negotiation to the satisfaction of both parties.

The formulation of the export sales contract represents the conclusion of some possibly



difficult negotiations and, accordingly, particular care should be taken regarding the preparation of its terms, which are about the description of the goods, about their quality, quantity, packing, price, shipment, insurance, payment, inspection, claims, disputes and arbitration. Only when the two parties all agree on the various terms consulted can the business be done and the contract of sale be concluded.

To reach an agreement of the various terms mentioned above in the business negotiation, in most cases, five stages are required: enquiry, offer, counter-offer, acceptance and conclusion of a contract. Of course, it is not necessary to have all the five steps taken for every transaction. Sometimes, only offer and acceptance will do. It is stipulated in the laws of some countries that only offer and acceptance are the two required factors, failure of which will make no contract.

The whole business negotiation process, i.e., from the business negotiation to the performance of the contract is very complicated. The contents of business negotiation shall not only include the basic contractual rights and duties of both parties, but also include the likely arisen disputes and the relative measures to prevent and handle them.

The two parties shall negotiate amicably on the basis of the principles of equality and mutual benefit. The contract shall be in conformity with the regulations and requirements of relative laws and international practices.

Business negotiations are carried out either by writing or verbally. When business negotiation is done by writing, communications by letter, by cable, by telex or by e-mail are the usual means that traders use. In practice, letter-writing plays a vital part, and that is why a prosperous trader always has a great deal of correspondence to deal with. When business negotiation is done verbally, traders talk about the terms or conditions of a sale with each other, in person or by telephone. The foreign merchant may call on the domestic trader upon invitation, or the exporter will make a visit to an overseas importer for his own account. Business talks are also held at international fairs where businessmen all over the world can negotiate with one another over export and import trading. Through verbal negotiations, trading transactions between Chinese and foreign merchants are concluded in large amounts at the China Import and Export Commodities Fair in Guangzhou twice a year. However, sometimes both types, communications in writing and in spoken words, are used interchangeably in one single transaction.

Making Preparation for Export Business

An enterprise which decides to go into export and try to canvass orders from abroad will first engage in an exploration of the opportunities in which its products have the markets where it wishes to export. The exporter may have in-house experts or he may consult other marketing experts on marketing information, techniques, strategies, etc. He may visit the overseas markets

himself or send representatives to make marketing surveys. He may receive direct enquires from importing companies abroad and may also be contacted by overseas customers who may have obtained the name and address from advertisements in the newspapers, on the Internet, or by other means.

However, it is very rare that an exporter can sell his products directly to his remote overseas customers. It is impossible for the exporter to go to every country to find out whether his products can sell on a particular market. Therefore, market research is very useful for both the newly established trading companies to build up business relations with overseas customers, and the early established ones which have regular customers to expand their business. The market research mainly includes the analysis of marketing opportunities, investigations into the needs of customers or end-users for the products and market forecasting.

First of all, the exporter should use various trade statistics and literature published by most countries and World Trade Organization to narrow down the scope of his research. Important information sources include: national trade statistics which indicate a number of importing houses, wholesalers, retailers and other kinds of marketing intermediaries (information classified according to the types of products), trade journals and directories, banks, international organizations such as the International Chamber of Commerce, and Ministry of Commerce of the People's Republic of China.

After carefully studying the information obtained from the above mentioned sources, the exporter will find out which countries are now importing the specific products and from what sources. He can judge the amount of business and the rate of growth or decline. Then he may choose a number of target markets which merit further study.

Secondly, the exporter must bear in mind the cultural and social background of his target market, such as language, religion and the local people's aesthetical points of view, etc. Since all these factors influence people's consumption patterns, a deep understanding of them will help the exporter to predict the changes in the market and follow the new market trend.

Thirdly, the exporter must know the relevant government policies: what kind of product is limited or restricted in import activities? Is this kind of product restricted because of shortage of foreign currency, tendency to protect national industries or safety and sanitation requirement? What kind of goods does the government levy high tax upon?

Fourthly, geographical factors may have profound influence on the distribution of goods and the development of marketing channels in a country. The temperature, altitude and humidity extremes may affect the proper functioning of some equipment. Products which function well in temperate zones do not always perform well in the tropical area. With regard to products like timber, food and paper, the amount of water absorption or evaporation in transit can be very influential.

Finally, the exporter must take into account the political risks and the local legal system (since there is no single uniform international commercial law governing exporting transactions).

2.2 General Procedure in Business Negotiation

Under normal circumstances, the business negotiation may be carried out through correspondence, cables and telexes or be conducted orally or both. In international practices, the business negotiation will usually go through five steps, namely, **enquiry, offer, counter-offer, acceptance and conclusion of a contract.**

Enquiry

Business negotiation in international trade usually commences with an enquiry by an overseas buyer to a seller, inquiring upon the terms of a sale. In international trade, enquiry is usually made by the buyer without engagement to get information about the goods to be ordered, such as the commodity's name, quality, price, mode, the desired quantity and delivery date and other terms. For example, a foreign customer may make an enquiry by cable to our Light Industrial Products Import & Export Company:

“BOOKABLE MAXAM BRAND DENTAL CREAM LARGE SIZE MAX 10,000 GROSS PLS CBL LOWEST PRC EARLIEST DELIVERY TIME.”

Nevertheless, sometimes, a seller can also initiate the negotiation by making an enquiry to a foreign buyer, including his intention of selling certain goods to the latter, which is also called an **invitation to offer** or **invitation to make a bid**. For example, the Light Industrial Products Import & Export Company may send a cable to a foreign company:

“CAN SUPPLY MAXAM DENTAL CREAM USD 0.50 PRC MAR SHPMT CBLREP IF INTERESTED.”

It is worthy of noting that whoever makes an enquiry is not liable for the buying or the selling, and, the opposite party, at the same time, can make no reply at all. However, according to the commercial practice, the receiver of an enquiry will respond without delay in the usual form of a quotation, an offer or a bid. An enquiry can be made not only to one party but also to several clients. In this way, the enquirer can make a comparison between the terms of sales stated in the different replies and thus trade beneficially with the one who has quoted or offered the best terms.

For exporters, promotional communication is a very important step before getting enquiries from importers. Through it, exporters can make themselves and their commodities known to potential customers. Many ways could be used for promotional communication. Advertisements could be made through various mass media. Sale literature and price lists can be distributed. Trade fairs could be used to exhibit commodities. Exporters may also send out **invitation to offer** directly to potential customers. Following this, potential customers will send their enquiries to ask for the terms of transaction. These enquiries may come in by fax, e-mail, telephone or mail. Response must be made immediately in the same way as the enquiry is sent.

For importers, they should pay attention to the following points when making an enquiry:

- ◇ Although an enquiry can be made to one or more suppliers simultaneously, the importer

should not give away his real intentions, otherwise, the suppliers will sense that he is in urgent demand for the goods.

◇ When making an enquiry, besides the prices of the goods, the buyer may ask for more information, such as the specification, packing, delivery date and other terms.

◇ Although making an enquiry is the first step in the business negotiation, it is not an essential one and the enquiry will not be binding upon both parties.

◇ Enquiry should be brief, specific, courteous and reasonable. In return, the answers to enquiry should be prompt, definite and helpful.

◇ Although an enquiry is not binding upon both parties, if the contract is concluded on the basis of it and any disputes arise in the performance of the contract, the contents of the enquiry can be taken as an integral part of the documents and be used as evidence to handle the disputes.

Offer

An **offer** is a proposal of terms and conditions presented in a potential contract by one party, called the offeror, to another party, called the offeree. For the sake of the agreement to be binding, the offeree must first accept the offer, otherwise, there is no legal-contract.

Like an enquiry, an offer can be made either by a seller or by a buyer. The offer made by the seller is customarily called “**selling offer**” in which such wording as “Can supply”, “Supply”, “Offer” or “Offer firm” is mostly used. If the offer is made by the buyer, it is commonly called “**buying offer**”. In it a different wording is used, such as “Book”, “Order”, or “Bid”. In general, it is the seller, the offeror, who offers the sale of certain commodities to the buyer, the offeree.

◆ Offer with Engagement

This is the kind of offer, in which the offeror’s intention of making a contract is definitely indicated, and under which the offeror cannot revoke or amend what he has offered during the validity of the offer. Once it is unconditionally accepted by the offeree within its validity, the transaction is completed and a contract is concluded right away. The contract is binding on both parties. Such an offer is also called “**firm offer**” or “**irrevocable offer**”. Though named as a firm offer, it is not necessary to have “firm offer” or “offer firm” appear all the time in the offer. What is important is that a firm offer or an **offer with engagement** should be clear, complete and final in its wording. “To be clear” means that the intention and terms in the offer should clearly be described without ambiguity. The main trading terms including those about the name of the goods, quality and specification, quantity, packing, price, delivery, and payment should be completely denoted. As to the completeness of the main terms in an offer with engagement, it is understood that not all the terms have been agreed upon; there is no need to repeat them every time in the offer. It is important that omission of certain understood terms should lead to no misunderstanding or ambiguity. Otherwise, all main items should rather be completely stated in the offer.

“To be final” signifies that the offeror intends, without reservation, to enter into a contract