

# 国际贸易实务

教师用书

INTERNATIONAL TRADE PRACTICE

Teacher's Book

主 编 李月菊 李 洋



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# 总序

进入“十三五”，我国高等英语教育迎来深化改革和创新发展的关键期，商务英语专业也随之从规模发展进入内涵发展和质量提升的新常态。全国已有超过300所高校开办了商务英语本科专业，有500多所高校的英语类专业开设了商务方向或课程。2017年，教育部制定的《高等学校商务英语专业本科教学质量国家标准》（以下简称《国家标准》）也将颁布，对商务英语人才培养提出了明确要求，以满足对外开放的国家战略和需求。

为了认真贯彻落实《国家标准》，全国高等学校商务英语专业教学协作组与上海外语教育出版社密切合作，对入选“十二五”普通高等教育本科国家级规划教材的“新世纪商务英语专业本科系列教材”进行全面修订。修订后的“新世纪商务英语专业本科系列教材（第二版）”体系更加完整，涵盖英语知识与技能和商务知识与技能两个模块，很好地体现出《国家标准》对商务英语专业学生知识和能力的要求。

本系列教材中，英语知识与技能模块包含《商务英语综合教程》、《商务英语视听说教程》、《商务英语阅读教程》、《商务英语写作教程》、《商务英语论文写作》、《商务英语口译教程》、《商务英汉翻译教程》等。

商务知识与技能模块包含《国际贸易实务》和《国际商业伦理》、《国际商务合同》、《国际经济学》、《国际知识产权》、《国际营销》、《国际支付》、《国际贸易单证》等简明教程。

本系列教材具有以下四个鲜明的特色：

第一，完全对接《国家标准》规定的培养目标和课程体系，突出打牢英语基本功，拓宽国际视野，提升人文素养，培养商务意识和素养，着重提高英语应用能力、商务实践能力、跨文化交流能力、思辨与创新能力、自主学习能力。

第二，编写理念先进，选材新颖，充满时代感，坚持语言、文化、商务三者有机结合，充分体现国际化、人文性、复合型、应用性的特点和全人教育的理念。

第三，体系完整，覆盖商务英语专业核心课程，英语知识与技能教材突出听、说、读、写、译、跨文化交际等技能训练导向；商务知识与技能教材理论体系完整，知识讲解简明扼要，语言原汁原味，配套练习实用性和可操作性强，注重中外真实案例分析，培养思辨和创新能力。

第四,课堂任务设计多样化和立体化的特色鲜明,突出网络多媒体技术的应用,提供丰富的视频材料和教学资源,加大了英语学习的趣味性和输入的有效性。

本系列教材是全国高等学校商务英语专业教学协作组重点推荐教材,由国内商务英语教学专家编写,可供一、二年级商务英语专业本科生、英语专业商贸方向学生、财经类院校本科生以及各类经管专业本科生使用,同时也可作为大学英语ESP课程模块的商务英语教材,以及各类企业培训和社会商务英语学习者的参考书。本套教材的修订得到上海外语教育出版社领导和编辑的大力支持,在此表示衷心感谢。



全国高等学校商务英语专业教学协作组组长  
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# 前言

本书是与《国际贸易实务与操作》配套的教师用书,内容包括教材第一至第十二章课文的教案与测验,以及测验答案和课文练习答案。每章教案包括四部分内容:教学目的,教学重点,教学难点和测验。教学重点按照教材内容的先后顺序排列,涉及国际贸易实务领域的主要概念与术语、国际贸易规则与惯例、操作程序、重要单据、案例分析等内容。教学难点常与重点内容相重合,并对教学内容进行拓展。测验的题型多样化,多以客观题的形式检查学生对课文主要内容的掌握情况。我们力求以精练的语言和图表等直观形式,概括教材的主旨内容,做到语言简练易懂,又不失专业风格,内容条理清楚,重点突出,逻辑性强。

在教学方法上应以学生为主体,以教师讲解为主导,采用课堂讲授与课堂模拟实践相结合的方式,通过课堂讨论、案例分析、模拟谈判、模拟流程、模拟单证操作等方式,并借助多媒体技术和网络技术,充分调动学生的学习积极性,锻炼学生分析问题和解决问题的能力。本课程以英语为媒介让学生系统掌握国际贸易实务的基本理论、规则和技能,同时提高学生的专业英语水平,使学生具有国际视野和创新意识,能胜任国际贸易业务的岗位工作,能直接参与国际竞争与合作。

教案中的各项内容,供教师备课参考使用,教师可以根据授课时数与学生的具体情况进行调整。本书所提供的测验答案与各项练习答案,仅供教师参考,绝非唯一正确的答案。本套教材与教师用书,是为商务英语专业高年级学生编写,也可供经贸专业双语教学使用,同时面向有志于从事国际贸易实践的人士。

本书由对外经济贸易大学英语学院李月菊负责总体设计与审校工作。具体编写分工是:李月菊负责第1,2,4,5,6,10章;张平负责第3,11章,李洋负责第7,8章,林晓洁负责第9章,刘丽负责第12章。

欢迎使用本教材与教师用书的广大师生朋友,提出宝贵的批评与建议。

李月菊  
2010年7月

# 修订说明

作为世界第二大经济体和贸易大国,中国与世界经济的融合度日益提升,社会对从事国际贸易人才的要求越来越高。为满足企业对有外贸实务专业知识又精通英语的高级复合型人才的需求,本书修订再版,供高校商务英语专业的师生使用,也可作为各类国际贸易实务专业的双语教材。

修订版保留了原书的编写体例和框架,重点对专业术语和基本概念做了系统的修订。通过大量和多样的练习,学习者能熟练掌握和运用国际贸易实务专业术语,能有效地进行商务沟通,为从事进出口业务打下良好基础。

商务谈判是国际货物买卖活动的重要组成部分,买卖合同起草不当会造成经济损失或高成本的法律纠纷。为培养和提高学生的商务谈判能力和解决实际问题的能力,我们重新撰写了第二章国际商务谈判的内容。

新版融进了国际贸易惯例的新内容,以Incoterms 2010替换了Incoterms 2000及其相关内容,并增添了使用新惯例的案例。我们还对书中相关的国际贸易规则、协定等的使用情况进行了追踪和更新,使本书更具时代感。

书中案例丰富翔实且具有代表性。通过研究案例,学习者运用所学的国际贸易实务专业知识来分析和解决国际贸易实践中出现的各种纠纷和问题,从而提高从事国际贸易活动的能力。

本书语言地道,图文并茂。许多专业知识、规则和惯例都附有图表或单据等直观的说明,生动形象,简明易懂。

在编写和修订过程中,编者参考了大量同类教材和文章以及网站,在此表示感谢。对于本书,尽管我们斟酌推敲,但仍有瑕疵疏漏,望读者和同行批评指正。



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# Chapter 1

# Introduction to International Trade Practice



## Teaching Objectives

1. Introduce three international business forms: trade, licensing, and foreign direct investment.
2. Discuss typical risks associated with international transactions.
3. Explain participants and procedures of international trade.

## Section 1 Forms of International Business

Based on the methods of entering a foreign market, international business can be classified into three broad categories: trade, intellectual property rights and international licensing agreements, and foreign direct investment.

### 1. Trade

Trade consists of the import and export of goods and services. **Exporting** is the shipment of goods or the rendering of services to a foreign buyer located in a foreign country. Every export entails an import, and vice versa.

Exporting is generally divided into two types. Direct exporting is often done through foreign agents who work on commission, or by selling directly to foreign distributors. Indirect exporting is used by companies seeking to minimize their involvement abroad. There are several types of indirect exporting: export trading companies (ETC), export agents, and export management company (EMC).

#### Government Controls over Trade

**Tariffs** are import duties or taxes imposed on goods entering the customs territory of a nation. **Non-tariff barriers** are all barriers to importing or exporting other than tariffs. One form of non-tariff barrier is the technical barrier to trade, or product standard. Another type is export control.

**Trade liberalization** refers to the efforts of governments to reduce tariffs and non-tariff barriers to trade. All WTO nations are entitled to normal trade relations with one another. This is referred to as Most Favored Nation trading status.

### 2. Intellectual Property Rights and International Licensing Agreements

**Intellectual property rights** are a grant from a government to an individual or firm of the exclusive legal right to use a copyright, patent, or trademark for a specified time. **International licensing agreements** are contracts by which the holder of intellectual property will grant certain rights in that property to a foreign firm under specified conditions and for a specified time.

The exchange of technology and manufacturing know-how between firms in different countries through licensing agreements is known as **technology transfer**.

**Franchising** is a popular form of licensing. The franchisee is allowed to use a trade name or trademark in offering goods or services to the public in return for a royalty based on a percentage of sales or other fee structure.

#### Case 1-1 (*Dayan v. McDonald's Corp.*):

Dayan in Paris had an exclusive franchise agreement with McDonald's in 1971. The agreement required that Dayan meet all quality, service and cleanliness (QSC) standards set by McDonald's. Due to quality and cleanliness violations for a long time, McDonald's terminated the franchise agreement with Dayan. Dayan couldn't operate the restaurant with McDonald's trademarks or name.

### 3. Foreign Direct Investment

Foreign investment or foreign direct investment refers to the ownership and active control of ongoing business concerns, including investment in manufacturing, mining, farming, assembly operations, and other facilities of production. A distinction is made between the home and host countries of the firms involved. *The home country* refers to that country under whose laws the investing corporation was created or is headquartered.

*Multinational corporations* are firms with significant foreign direct investment assets. Through direct investment, they can start a new foreign subsidiary company, form a joint venture with an existing foreign company or acquire an existing foreign company by stock purchase. Multinational corporations are usually not a single legal entity.

Of the three forms of international business, foreign investment provides the firm with the most involvement, and perhaps the greatest risk abroad. Investment in a foreign plant is often a result of having had successful experiences in exporting or licensing, and of the search for ways to overcome the disadvantages of the other entry methods.

## Section 2 Managing Risks of International Business Transactions

In general, the level of risk rises from trade to licensing, and to foreign direct investment. The risks will also vary depending on which countries the business parties are located in or which country the transaction is to be performed in.

Table 1-1 Risks of International Business Transactions

Risks	Characteristics
Political Risk	Political instability and change in a country
Language and Cultural Differences	Language barriers and cultural differences in communication
Currency and Exchange Rate Risks	Convertibility, repatriation, currency rate fluctuation
Legal Risk	Different legal systems
Special Transaction Risks	Payment / credit risk
	Delivery risk

### 1. Political Risk

Political risk is generally defined as the risk to a firm's business interests resulting from political instability or political change in a country in which the firm is doing business. Handling political risk requires planning and vigilance.

## 2. Language and Cultural Differences

Even though English is widely used in business all over the world, the language of a given transaction still depends on the type of business one is doing and on the region of the world. One device to overcome language differences is to have the contract drawn in both the languages of the parties.

### *Case 1-2 (Gaskin v. Stumm Handel GmbH):*

Gaskin (an American citizen) could not speak or read German, but he entered into an employment contract written entirely in German with the German firm of Stumm Handel operated in New York. When he signed the contract, the terms of the contract were explained to him in English, including the "forum selection clause" of settling any disputes in the courts of Germany. Later, the two parties had a disagreement. Gaskin brought this action against the German Stumm Handel in the United States, but the court dismissed his action due to his own negligence.

## 3. Currency and Exchange Rate Risks

Three separate risks relate to currency and international business transactions: convertibility, repatriation, and currency rate fluctuation. Such risk management refers to hedging currency risk.

### *Case 1-3 (Bernina Distributors, Inc. v. Bernina Sewing Mach.)*

Bernina Sewing Machine Co. (Importer) had a seven-year contract to import and supply Bernina sewing machines to Bernina Distributors in the US. The importer was required to pay in Swiss francs. With the sharp decline of the dollar against the Swiss franc, the importer's costs doubled and thus halved its rate of return per dollar invested. So the importer wanted to cancel the contract with the distributor. But the court ruled that the importer bear the currency fluctuation risk according to the contract.

## 4. Legal Risk

Because of differences in language, culture, and legal systems, the intentions of parties in an international transaction may not be easily discernable from their contract. The parties should express carefully intended rights and obligations in a written contract.

## 5. Special Transaction Risks in Contracts for the Sale of Goods

The risk that a buyer will default on a sales contract and fail to pay for the goods is known as **payment risk**, or **credit risk**.

The risk that a buyer will not receive the goods under a contract is called **delivery risk**. This textbook will focus on the special risks inherent in international transactions for the sale of goods.

# Section 3 Participants and Procedures of Import-Export Transactions

## 1. Participants

The core parties: the Seller and the Buyer

Other important parties: the International Banks, the Freight Forwarder/Carrier,  
the Insurance Company, the Customs Broker

Parties involved: the Export and Import Authority, the Chamber of Commerce, the Consular Office, the Notary Public, the Government Regulatory Agency, the Attorney

## 2. General Procedures of an Import-Export Transaction

Stage 1: Preparing for exporting or importing.

Stage 2: Making a deal (refer to Chapter 2, Chapter 3 and Chapter 4).

Stage 3: Fulfilling the contract (refer to Chapter 5, Chapter 6, Chapter 7, Chapter 8, Chapter 9, and Chapter 10).

Stage 4: Settlement of disputes (refer to Chapter 11 and Chapter 12).

## Difficult Points in Teaching

### Hedging Currency Risk (Extension)

In finance, a *hedge* is a position established in one market in an attempt to offset exposure to price fluctuations in some opposite position in another market with the goal of minimizing one's exposure to any unwanted risk. There are many specific financial vehicles to accomplish this, including insurance policies, forward contracts, swaps, options, many types of over-the-counter and derivative products, and perhaps most popularly, futures contracts.

**Currency hedging** (also known as *foreign exchange risk hedging*) is used both by financial investors to parse out the risks they encounter when investing abroad and by non-financial actors in the global economy for whom multi-currency activities are a necessary evil rather than a desired state of exposure. Hedging allows the investor to transfer the currency risk to someone else who wants to take up a position in the currency. Examples of hedging include forward exchange contracts for currencies, currency futures contracts, money market operations for currencies, forward exchange contracts for interest and others.

## Test

### I. Match the terms in Column A with the appropriate definitions in Column B.

A	B
1. import	A. the ability to convert a currency into gold or other currencies without restriction
2. home country	B. the exchange of technology and manufacturing know-how between firms in different countries through licensing agreements
3. technology transfer	C. the buyer's risk of not receiving the goods under a contract

A	B
4. delivery risk	D. the country under whose laws the investing corporation was created or is headquartered
5. convertibility	E. goods produced by foreign countries and consumed by the domestic country
6. multinational corporation	F. an individual's or a firm's exclusive legal rights to use a copyright, patent, or trademark for a specified time
7. export	G. government efforts to reduce trade barriers
8. intellectual property rights	H. a contract specifying the conditions and time for a foreign firm to use certain rights from the intellectual property holder
9. trade liberalization	I. goods sent to another country for sale
10. international licensing agreement	J. a firm with significant foreign direct investment assets

II. Choose the best answer from the four choices marked A, B, C and D.

- Why should countries trade?
  - To help them thrive.
  - To increase output.
  - To decrease output.
  - To keep themselves busy.
- What is the term for a government's interference with free trade?
  - Policy.
  - Intercession.
  - Hindrance to trade.
  - Barrier to trade.
- What do you call barriers to trade that help domestic producers?
  - Barriers to trade.
  - Protectionist policies.
  - Jingoist policies.
  - Fiscal policies.
- What is it called when the government places taxes on imported goods?
  - Subsidies.
  - Taxes.
  - Quotas.
  - Tariffs.
- What is it called when the government places limits on the number of a given good that can be imported?
  - Subsidies.
  - Taxes.
  - Quotas.
  - Tariffs.
- What develops when imports exceed exports?
  - Tariff.
  - Quota.
  - Trade deficit.
  - Trade surplus.
- What is likely to increase when one country's real exchange rate falls?
  - Cost of living.
  - Imports.
  - Exports.
  - Standard of living.
- "Default risk" represents \_\_\_\_\_.
  - a possible loss caused by the payment incapacity of a creditor
  - a possible loss caused by the payment incapacity of a debtor
  - a possible loss caused by the payment incapacity of an insurance credit company