

Part One

International Trade and Trade Terms

国际贸易和国际贸易术语

Chapter One

International Trade

国际贸易

I. Concept of International Trade 国际贸易的概念

International trade, also known as world trade, foreign 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.

国际贸易，又称世界贸易、对外贸易或海外贸易，是一种平等的、有意识的、跨国界的商品和服务的交换行为。它涉及进口业务和出口业务，包括有形商品和无形商品的交易。

The fundamental characteristic that makes international trade different from domestic trade is that international trade involves activities that take place across national borders. Special problems may arise in international trade that are not normally experienced when trading at home. In particular:

国际贸易与国内贸易最根本的区别在于国际贸易的交易活动跨越了国界。国际贸易中产生的一些特殊问题在国内贸易中通常是不会碰到的。主要有：

Deals might have to be transacted in foreign languages and under foreign laws, customs and regulations.

国际贸易可能必须用外语进行，且可能受国外法律、习俗和规定的约束。

Information on foreign countries needed by a particular firm may be difficult to obtain.

某公司所需要的有关国外的信息可能很难获取。

Foreign currency transactions will be necessary. Exchange rate variations can be very wide and create many problems for international trade.

必须用外汇进行交易。汇率可能会出现很大波动，从而给国际贸易带

来许多问题。

Numerous cultural differences may have to be taken into account when trading with other nations.

与别国进行贸易时可能需要考虑许多文化差异。

Control and communication systems are normally more complex for foreign than for domestic operations.

在监控和信息交流系统方面，国际贸易的操作一般比国内贸易要复杂。

Risk levels might be higher in foreign markets. The risks include political risks (of the imposition of restrictions on imports, etc.); commercial risks (market failure, products not appealing to foreign customers, etc.); financial risks (of adverse movements in exchange rates, high rates of inflation reducing the real value of a company's working capital, and so on) ; and transportation risks.

国外市场风险可能比较高。这些风险包括政治风险（进口限制等）、商业风险（市场衰退及产品不受进口国客户欢迎等）、金融风险（汇率的不利变动、通货膨胀导致公司营运资金实际价值的减少，等等），以及运输风险。

International managers need a broader range of management skills than do managers who are only concerned with domestic problems.

和只涉及国内问题的经理人员相比，从事国际贸易的经理人员需要有更全面的管理技能。

Large amount of important work might have to be left to intermediaries, consultants and advisers.

大量的重要工作可能不得不交由中间人、咨询机构和顾问来做。

It is more difficult to observe and monitor trends and activities (including competitor's activities) in foreign countries

国外的各种趋势和活动（包括竞争对手的活动）更难以观测和控制。

II. Reasons for International Trade 国际贸易的原因

There are several reasons why nations trade with one another:

国家之间进行贸易的原因有以下几点：

Resource reasons (资源原因)

In the complex economic world, no country can be completely self-sufficient. Some countries are abundant in certain resources, while other nations may be lack of them. For example, Colombia and Brazil have the ideal climate for growing coffee beans but other countries don't. This has made them big coffee exporters. The Middle East has rich oil reserves and therefore is the main source of oil supply to the world. The developed countries are full of skilled labor and capital, while developing countries which are lack of skilled workers and capital need to import technology-intensive products from these countries. In short, the uneven distribution of resources around the world is one of the most basic reasons why nations trade with each other.

在复杂的经济世界中，没有一个国家能够完全自给自足。有些国家在某些资源方面非常丰富，而另一些国家却很缺乏。例如：哥伦比亚和巴西具有理想的适于咖啡豆生长的气候，而别的国家却没有。这就使得这两个国家成为咖啡出口大国。中东地区富含石油，因而成为世界上主要的石油供应地。发达国家拥有大量的熟练劳动力和资本，而缺乏熟练工人和资本的发展中国家需要从这些国家进口技术密集型产品。总之，世界资源的分布不均国际贸易的最基本的原因之一。

- Economic reasons (经济原因)

With the development of manufacturing and technology, there arose another incentive for nations to trade, i. e. economic benefits. In addition to getting the products they need, countries also wish to gain economically by trading with each other. According to the theory of Comparative Advantage developed by David Ricardo (1772-1823), it was economically advantageous for a nation to specialize in certain activities, produce those goods for which it had comparative advantages and to exchange those goods for the products of other nations which had advantages in different fields.

随着制造业和技术的发展，产生了另一个促使国家间贸易的原因，即经济利益。各个国家除了要获得他们所需要的产品之外，还希望从贸易中获得经济利益。根据大卫·李嘉图的‘相对优势’理论，一个国家若专门从事某项活动，生产其具有相对优势的产品以换取别国具有优势的其他

产品，就可以获取经济利益。

Other reasons(其他原因)

Some countries may not be able to produce sufficient of a particular product and have to import some to meet their needs. Even though a country can produce enough of an item at reasonable costs to its own demand, it may still import some from other countries for innovation or variety of style. Sometimes, trade may be based on different consumption preferences rather than on differences in the production capabilities of the two countries. Still, in some cases, political objectives can outweigh economic considerations between countries. One country might trade with another to support the latter's government which upholds the same political doctrine.

有些国家可能对某种产品生产不足而必须进口一些来满足自己的需求。即使一个国家能够以合理的成本生产足够的某种产品，该国仍有可能从其他国家进口一些以求革新和品种的多样化。有时，贸易是基于两国不同的消费偏好之上，而不是基于他们不同的生产能力之上的。另外，有时国家之间政治目的重于经济方面的考虑。一国可能与另一个持共同政见的国家进行贸易以便支持后者的政府。

III. Invisible Trade 无形贸易

In addition to visible trade that involves the import and export of goods, we must not forget the important role played these days by invisible trade. Invisible trade involves the exchange of services between countries. It consists of such items as transportation and insurance services that we provide for foreigners or that they provide for us; tourist expenditures abroad; remittances that immigrants send back home; government expenditures abroad; net dividend and interest earnings from investments abroad, and so on. On reflection, one sees that an invisible item such as Chinese tourists' expenditures for wines in Paris has the same effect on the final balance of payments as do our imports of French wine to be drunk here at home. And when we provide shipping insurance service for foreigners, that acts like an export.

除了涉及货物进出口的有形贸易外，我们不能忘记当今世界无形贸易所起到

的重要作用。无形贸易指国家间服务的交换。它包括我们提供给外国人或外国人提供给我们的运输和保险服务；旅游者在国外的花费；移民寄回国内的汇款；政府在外国的支出；以及国外投资的红利和利息净收入等等。只要想一想，人们就会明白中国旅游者在巴黎用于葡萄酒的支出和我们在国内消费进口的法国葡萄酒对最终的国际收支产生同样的影响。而我们向国外提供运输保险也就相当于一种出口行为

Invisible trade can be as important to some countries as visible trade is to others. In reality, the kinds of trade a country deals in are varied and complex, and often are a mixture of visible and invisible trade.

无形贸易对有些国家来说具有像有形贸易对于另一些国家一样的重要性。在现实中，一个国家经营的贸易形式是多样而复杂的，常常是有形贸易和无形贸易的混合。

IV. Benefits of International Trade 国际贸易带来的利益

Cheaper goods or services (更便宜的产品或服务)

Countries trade with each other because there is a cost advantage. And it is this cost advantage of the supplying country that enables an importer to buy certain goods or services of the same quality at lower prices. Furthermore, competition in the world market would tend to make prices even lower.

国家间因为成本优势而彼此进行贸易。恰恰正是供应国的这种成本优势才使得进口者能以较低的价格购买同等质量的产品或服务。再者，世界市场上的竞争会促使价格进一步降低。

Greater variety (更多的品种)

As no nation has all the commodities or services that it needs, undoubtedly, trade means countries can provide a wider variety of products for their consumers and thus help to improve the living standards of the people.

因为没有哪个国家拥有他所需要的所有商品和服务，所以，毫无疑问，贸易就意味着各国能为该国消费者提供更丰富的产品种类，从而有助于提高人们的生活水平。

Wider markets for the supplying country (为供应国提供更广阔的市场)

International trade can greatly expand the market, which enables the suppliers to take advantage of economies of scale. With the increasing number of trading partners, suppliers can also get more profits.

国际贸易可大大扩展市场，这使得供应者能够利用规模经营的优势。随着贸易伙伴的增多，供应者同时也可获得更大的利润。

Economic growth(经济增长)

International trade has become more and more important as it creates jobs, which are of great significance for the economic growth of individual countries as well as the advancement of the whole world

国际贸易变得越来越重要，是因为它能创造就业机会，这对各国经济发展乃至整个世界的进步都具有极大的意义。

Chapter Two

International Trade Terms

国际贸易术语

I. Role of International Trade Terms

国际贸易术语的作用

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.

贸易术语，又称价格术语或交货术语，是国际贸易中单价条款的重要组成部分，它代表买卖双方各自特定的义务。每一笔商业交易都是以销售合同为基础，而合同中所运用的贸易术语却具有明确物权何时何地由卖方转至买方的作用。贸易术语同时还规定买卖双方各自承担哪些责任和费用。贸易术语的运用大大简化了合同的谈判，从而节省了时间和费用。

Trade terms have been developed in practice over many years to fit particular circumstances. However, as different countries might have different interpretations of the terms, misunderstandings occurred frequently. To clear up the confusion, the International Chamber of Commerce(ICC) drew up a set of standard terms and definitions in 1936, which are called *Incoterms 1936*. They were revised in 1953, 1982 and again in 1990. Today *Incoterms 1990* are prevailing.

多年来，贸易术语在实践中不断地发展以适应各种实际情况。然而，因为不同国家可能对术语有不同的解释，因而时常出现一些误解。为了消除混乱，国际商会在 1936 年规定了一套标准术语及其定义，被称为《1936 年国际贸

易术语解释通则》。这一通则分别在 1953 年、1982 年和 1990 年被先后修订过。目前使用的是《1990 年通则》。

The role of *Incoterms* is to give the businessperson a set of international rules for the interpretation of the more commonly used terms such as FOB, CIF, Ex Works, etc. in foreign trade contracts. Such a range of terms enables business-people to decide which is most suitable for their needs.

《通则》的作用是为业务人员就国际贸易合同中如离岸价、到岸价及工厂交货等常用术语的解释提供一套国际准则，业务人员可根据这套准则选择最适合自己需求的术语。

II. Standard Interpretation of Various Trade Terms

各种贸易术语的标准解释

According to the first letters of the terms, *Incoterms 1990* can be divided into four groups: Group E (Ex Works), Group F (FCA, FAS and FOB), Group C (CFR, CIF, CPT and CIP), and Group D (DAF, DES, DEQ, DDU and DDP), with increasing responsibilities, costs and risks for the seller while decreasing responsibilities, costs and risks for the buyer. Listed below is a detailed explanation of the *Incoterms 1990*:

根据术语的第一个字母，《1990 年通则》可分为四组：E 组 (Ex Works)、F 组 (FCA、FAS 和 FOB)、C 组 (CFR、CIF、CPT 和 CIP) 和 D 组 (DAF、DES、DEQ、DDU 和 DDP)。依此顺序，卖方的责任、费用及风险递增而买方的责任费用和 risk 则递减。《1990 年通则》的解释详列如下：

1. Ex Works (EXW) (... named place) 工厂交货 (...指定地点)

This term means maximum involvement by the buyer in arrangements for the conveyance of the consignment to the specified destination. The exporter merely makes the goods available to the buyer by an agreed date at his factory or warehouse. The seller's obligations cease when the buyer accepts the goods at the fac-

tory or warehouse. By using this term, the seller minimizes his obligations while the buyer obtains the goods at the lowest possible price

EXW 这一贸易术语意味着在安排货物被运往指定目的地的过程中买方承担的责任义务最大。卖方只须在规定时间内在自己的工厂或仓库将货物备妥即可。当买方在工厂或仓库接受货物时，卖方便完成了义务。采用这一贸易术语，卖方承担的义务最小，而买方则可以获得所能得到的最低价格。

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 the goods are ready. Equally, the seller should render the buyer on request every assistance to provide all the relevant documentation or to clear the customs. Sometimes, the buyer requests the seller to clear the customs. Therefore, the term may provide two options: Ex works cleared for export and Ex works uncleared for export.

卖方必须按销售合同提供货物，必须自费提供最基本的包装（特殊包装可要求买方付费），且货物备妥后应立即通知买方。同样，在买方的要求下，卖方应协助买方获取所有相关的单证或办理清关手续。有时，买方要求卖方办理清关手续，这样的话，这一术语就有两种选择可能：已清关的工厂交货和未清关的工厂交货。

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 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 and exportation.

很显然，买方的责任范围更广。买方必须按合同规定支付货款，承担货物被卖方置于买方控制以后的一切费用和风险。买方应交纳海关关税和其他税收，并承担获取进出口所需单证而涉及的所有费用。

2. Free Carrier (FCA) (... named place)

货交承运人 (...指定地点)

This term may be used for various modes of transport. Under this term, the seller fulfills his obligation when he delivers the goods (cleared for export) into the custody of the carrier named by the buyer at the named point on the agreed date. Carrier here means any person by whom, or in whose name, a contract of carriage by road, air, rail, sea or combination of transport modes has been made, and who undertakes the conveyance of the goods to the destination. The risk of loss of or damage to the goods is transferred from the seller to the buyer at the time the nominated carrier accepts them at the prescribed place.

FCA 适用于各种运输方式。在这一术语下，卖方按规定日期在指定地点将货物（已报关的）置于由买方指定的承运人的控制之下，便完成交货义务。承运人是指签订或以其名义签订公路运输、空运、铁路运输、海运或联运等运输合同，并承担货物至目的地之运输任务的人。当指定承运人在指定地点接受货物之时，货物遗失或受损的风险即从卖方转至买方。

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.

卖方必须提供必需的出口许可证和习惯性包装，同时向买方提供证明货已交承运人的惯常的运输单据（如提单等）。买方必须承担货交承运人之后的一切费用和风险。

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

装运港船边交货 (...指定装运港)

Under this term, the obligation of the seller is realized when the goods have been placed alongside the vessel nominated by the buyer on the quay or on barges at a

specified port of shipment. At this stage and thereafter the buyer has to bear all the cost and risk of loss of or damage to the goods and the buyer is responsible for exportation and customs arrangements. This term should not be used where, the buyer cannot obtain directly or indirectly the export license

在此术语下，卖方将货物交到约定的装运港的码头上或驳船上由买方指派船只的船边，即完成交货义务。届时及此后的一切费用和货物遗失或受损的风险由买方承担，且买方负责办理出口及海关出境手续。若买方不能直接或间接获得出口许可证，不应采用这一术语。

Under FAS, the seller should arrange delivery of the contracted goods by the agreed date alongside the specified vessel at the loading berth as named by the buyer and bear all the cost and risk of the goods up to the ship's side. The seller should provide the customary packing of the goods unless it is the custom of the trade to ship the cargo unpacked. He may also assist the buyer on request and at the buyer's expense to obtain any documents issued in the country of origin or shipment (including Certificate of Origin and Bill of Lading) required for importation of the goods into the destination country.

在 FAS 这一术语下，卖方应在规定日期内将合同货物置于装运港买方指定的船只的船边，且承担此前的一切费用和 risk。卖方应为货物提供习惯性包装，除非货物惯常不需包装。卖方还可在买方提出要求，并由买方承担费用的情况下，协助买方取得进口货物进入目的国所需的、由原产国或启运国签发的单证（如原产地证书、提单等）。

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

买方应及时通知卖方船名、装运港及发货日期。若买方未能在规定时间内将船名及装运港等详情告知卖方，通知的最后期限日以后的一切费用和 risk 将由买方负担。买方还应承担获取出口许可证和其他出口所需的官方许可证

的一切费用。

4. Free On Board FOB)(... named port of shipment)

装运港船上交货 (...指定装运港)

FOB is a widely used term in international trade. Under this term, the seller delivers the goods on board the ship nominated by the buyer at the specified port of shipment within the agreed period. The risk of loss of or damage to the goods is transferred from the seller to the buyer when these goods pass over the ship's rail. The seller should supply the goods in accordance with the contract and provide at his expense any export license or other governmental authorization necessary for the export of goods. The seller should also provide the buyer on request and at buyer's expense with the Certificate of Origin, and offer any assistance to obtain Bills of Lading and other necessary documentation.

FOB 是国际贸易中运用广泛的贸易术语之一。在此术语下，卖方在合同规定的装运港和规定的期限内将货物装上买方指派的船只。货物越过船舷时，货物遗失或受损的风险即由卖方转移至买方。卖方应提供符合合同要求的货物，并要自负费用领取出口许可证或其他货物出口所需的官方许可证。在买方的要求下，且由买方付费的情况下，卖方还应向买方提供原产地证明书及协助买方获得提单及其他必需的单据。

The buyer bears all cost and risk of the cargo from the time it has passed the ship's rail and pays the price as specified in the sales contract. The buyer also pays all cost to the seller to obtain Bills of Lading, Certificate of Origin and any other documentation required. This term can only be used for sea or inland waterway transportation

买方承担货物在装运港越过船舷后的风险和费用，且按销售合同之规定支付货款。买方还要向卖方支付获取提单、原产地证明及其他单证所需的费用。这一贸易术语只用于海运及内河沿运。

As the loading of the goods is a continuous process, sometimes, it is hard to use ship's rail as a point to divide responsibilities and costs. To avoid any dispute,

there are several derived terms:

由于装运货物是一个连续的过程，有时很难以船舷为准来划分责任和费用。

为了避免买卖双方发生争议，产生了 FOB 的变通形式：

FOB Liner Terms (FOB 班轮条件)

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

其含义是，装船的有关费用均由船方负担，卖方不承担这些费用。

FOB Under Tackle (FOB 吊钩下交货)

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.

其含义是卖方仅负责把货物交到码头上买方指派船只的吊钩所及之处。

以后的装船费用由买方负担。

FOB Stowed (FOB 含理舱费)

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

在此术语下，卖方负责把货物装入船舱并承担包括理舱费在内的装船费用。

FOB Trimmed (FOB 含平舱费)

The seller pays all the loading expenses including trimming expenses (which actually also includes stowing expense).

卖方负责所有装船费用，这包括对装入船舱的货物进行填平补齐的费用（实际上也包括理舱费）

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

成本加运费 (...指定目的港)

Under this term, the seller must pay the costs and freight necessary to bring the

goods to the named destination port, but the risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods pass over the ship's rail at the specified port of shipment. CFR requires the seller to clear the goods for export. That is, the seller should provide and pay for any export license or other necessary governmental authorization to export the cargo. 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.

在此贸易术语下，卖方必须承担将货物运至指定目的港所需的成本和运费，但货物遗失或受损的风险是在指定装运港货物越过船舷时从卖方转至买方的。CFR这一术语要求卖方办理货物出境手续。也就是说，卖方应自付费获取出口许可证或其他官方许可证件以便货物出口。由卖方负责租船订舱并承担装船费。当货装上船以后，卖方应向买方发出装运通知。

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 shipowner at the time freight was paid. This term should only be used for sea and inland waterway transportation

货物保险将由买方办理。买方在目的港接收货物，支付在目的港的卸货费，除非卸货费已包含在运费中或在支付运费时已被船方收取。本术语只适用于海运和内河沿运。

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

为了明确划分卸货的责任和费用，也可采用 CFR 的一些变形：

CFR Liner Terms (CFR 班轮条件)

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

船方负责卸货，卸货费已包括在卖方支付的运费之中。

CFR Landed (CFR 含着陆费)

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.

货物必须卸到码头上，卖方负责卸货并承担包括驳船费和码头税在内的卸货费。

CFR Ex-Ship's Hold (CFR 舱底交货)

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.

卖方将待卸的货物交给买方后，即完成交货义务。买方自自由舱底卸货的费用。

6. Cost, Insurance and Freight (CIF) ... named port of destination) 成本保险费加运费 (...指定目的港)

This term is a popular cargo delivery arrangement and can only be used for sea and inland waterway transportation. Under CIF, in addition to CFR obligations, the seller is obliged to arrange marine insurance against the risk of loss of, or damage to, the goods in transit. That is, the seller contracts with the insurer and pays the insurance premium. To stipulate clearly the responsibility and cost of unloading, as CFR, CIF also has some derived terms: CIF Liner Terms, CIF Landed and CIF Ex-Ship's Hold.

这是常用的运货贸易术语之一，且只适于海运和内河沿运。在 CIF 术语下，卖方除了完成 CFR 条件下的义务外，还必须办理海上运输保险以防运输中货物的遗失与受损。也就是说，卖方与承保人签订保险合同并交付保险费。为明确责任和卸货费用，CIF 也和 CFR 一样有几种变形即 CIF 班轮条件、CIF 含着陆费和 CIF 舱底交货。