

Reference Answers

Unit One Making Enquiries

Part I Keys to the pre-class activities

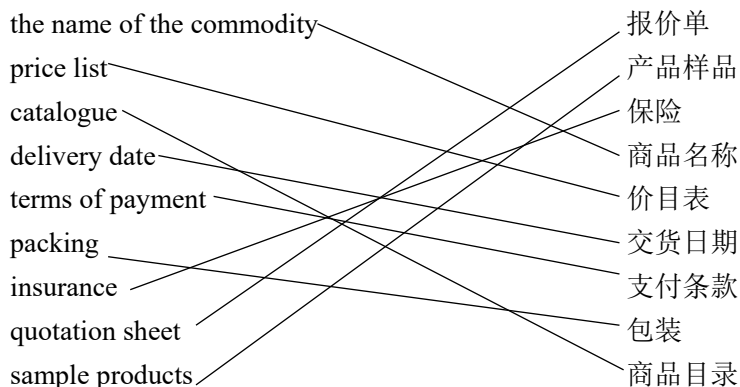
Task 1

- ✓the name of the commodity
- ✓quality
- ✓quantity
- ✓price list
- sales confirmation
- ✓catalogue
- ✓delivery date
- ✓terms of payment
- foreign investment
- ✓packing
- ✓the supply of the commodity
- ✓insurance
- ✓quotation sheet

Task 2

Price	Shipment	Quality	Quantity
1.3.7.8.	2.6.	5.	4.9.10.

Task 3



Task 4

Dialogue 1 (specific enquiry)

A: Good morning. We are interested in your items FA302 and FH211. Now, I'd like to have your lowest quotation.

B: Thank you for your enquiry. Here is our latest price list on an FOB basis. You can see all the prices are quite competitive.

A: Do you allow commission? From other suppliers I usually get a 3% commission for my imports.

B: As a rule, we don't allow any commission. But if your order is large, that can be discussed.

A: That's fine. I'd like to start with 1,000 sets for each item. It's an attractive quantity, isn't it? And if they sell well, I'll place repeated orders.

B: When do you want the goods to be delivered?

A: In order to facilitate selling, could you make it in August?

B: I think we can manage that.

A: When can I have your offer?

B: Tomorrow morning.

Dialogue 2 (general enquiry)

A: I have seen your exhibits, and I am interested in your pure cotton shirts. I'd like to know what you can offer in this line as well as your sales terms, such as your terms of payment, delivery, etc.

B: As you know, we supply pure cotton shirts of all patterns and sizes and have years of experience in the manufacturing process.

A: Could you give me some idea of your prices?

B: Sure. Here is our latest price sheet. You'll find our prices very competitive, especially when compared with those from Europe or anywhere else.

A: Can you make pure cotton shirts according to our specifications?

B: Yes, we can. Our company tries to meet the individual needs of our clients.

A: Good, thank you. I will contact you if our company wants some further information.

B: We hope we could cooperate and do business together. I am looking forward to your early reply.

Part III Keys to the post-class activities

Task 2

1. Are these commodities available right now? We would like to see the samples first.
2. We can quote you our offer immediately after we receive your enquiry.
3. For this particular product, there're many different models. Which model/type do you want?
4. If necessary, we accept/take orders according to your requirement.
5. Your price is too high to accept.
6. All our products are high grade commodities; naturally the prices are different.
7. Could you give me an indication of the price?
8. Thank you for your enquiry. Please tell us the quantity you require so that we can work out the offers.
9. We could discuss the price in detail/at length after you've decided the quantity of your order.
10. If your price is competitive, the quality superior and the delivery acceptable, we will place large orders with you.
11. How long does it usually take to make delivery?
12. We are anxious to know your usual practice in giving commissions.
13. We can supply goods to the specifications of our customers.
14. A client of mine enquired about 100 cases black tea.
15. We are large dealers in textiles, and believe there's a promising market in our area if your goods are moderately priced.

Task 3

1. Enquiries can be made orally or in written form, e.g., you can enquire by letter, by fax, e-mail, or by telephone, or face to face at the Fair or in the office, or somewhere else.
2. If an enquiry is from an old customer, say how much we appreciate it; if it is from a prospective customer, say we are glad to have it and express the hope of establishing a friendly business relationship. And the seller shall also take the opportunity of introducing the products in order to promote sales, e.g. the seller can say "From the attached price list you can see that we have managed to hold our quotations down though prices have gone up steadily since last year. We hope that you will let us have your order before further rises in

costs make increases unavoidable.”

Unit Two Making Offers

Part I Keys to the pre-class activities

Task 1

The buyer		The seller
Make an enquiry	→	Offer (a firm offer/non-firm offer)
Counteroffer	→	Counter counteroffer
Negotiate on other terms such as quality	→	Negotiate on other terms such as quality
Accept and place an order	→	Accept and confirm
Sign the contract	→	Sign the contract
Initial order/trial order	→	Confirm the order
Further order (long-term relationship)	→	Further order (long-term relationship)

Task 2

Making an offer	The validity of an offer	Declining price offers	Declining orders because of quantity
1.5.	3.7.	4.8.9.	2.6.10.

Task 3

firm offer	发盘人
non-firm offer	法律承诺
original offer	还盘
offerer	接受
offeree	实盘
counteroffer	受盘人
legal promise	原发盘
acceptance	虚盘

Task 4

Dialogue 1

A: What's your quotation for this kind of refrigerator?

B: 5,400 yuan per set FOB Shanghai.

A: What is it in US dollars?

B: Just a minute, please wait while I work it out for you. It's US\$ 800 per set FOB Shanghai.

A: Do you allow any discount?

B: If you order more than 20 sets, we can give a 5% discount.

A: I'd like to order 30 sets for shipment in June. Please quote me a favorable price.

B: The price for 30 sets is US\$ 750 per set FOB Shanghai.

A: That's good. Thank you.

Dialogue 2

A: This is a catalogue of our new products. Please have a look. I'm sure you'll find something to interest you.

B: Thank you. Do you have the price lists?

A: Here they are. Our prices are very competitive.

B: Would you please quote me the lowest price of A786 CIF LA?

A: US \$90 per piece CIF LA.

B: Thank you for your quotation. I will go and have a look around. If your price is workable, I will come back and discuss the transaction with you.

A: You will find that our price is favorable as compared with those from other suppliers. If you place a large order, the price could be even more favorable.

Part III Keys to the post-class activities

Task 2

1. We're willing to make you a firm offer at this price.
2. We can offer you a quotation based upon the international market.
3. We'll let you have the official offer next Monday.
4. Let me make you a special offer.
5. If your quotation is competitive, we'd like to place an order for 1,000 pieces.
6. If your order reaches 10,000 pieces, our price will be even more favorable.
7. Could you please make us a firm offer for 2,000 sets of teacups right now?
8. I'd like you to quote me the price on a CIF basis instead of an FOB basis.
9. 5,000 kilograms of first grade dates, at US\$ 1.85 per kg FOB Guangzhou, for shipment not later than July 30, 2010. The offer is subject to our final confirmation.
10. With/In reference to the international market practice, the validity of our quotation will remain good for three days.

Task 3

1. A quotation is not an "offer" in the legal sense. It is just an indication of price without contractual obligation and is subject to change without previous notice.
2. Skills of making an offer:
 - 1) It is not always favorable for you to make an offer first.
 - 2) Usually, the higher the price you offer, the more profit you can get.
 - 3) Try to make a non-firm offer when the market is unstable. Even you are forced to make

a firm offer, try to make the validity of your offer as short as possible.

Unit Three Making Purchases

Part I Keys to the pre-class activities

Task 1

<u>new</u>	order	新订单	firm additional opening initial/first import new market repeat export formal mail original
<u>firm</u>	order	确实已订	
<u>initial/first</u>	order	第一次订购	
<u>formal</u>	order	正式订单	
<u>mail</u>	order	邮购	
<u>market</u>	order	按行情订购	
<u>original</u>	order	原始订单	
<u>opening</u>	order	开始订货	
<u>repeat</u>	order	继续订货/再次订货	
<u>additional</u>	order	追加订货/补充订购	
<u>export</u>	order	出口订单	
<u>import</u>	order	进口订单	

Task 2

buyer's market 买方市场

order sheet /order form 订单

to fill an order 执行订单

to complete an order 完成订货/已交货

to ship an order 装船

to repeat an order 继续订货

to cancel an order 取消订货

to duplicate an order 将订货增加一倍

seller's market 卖方市场

to close an order 决定成交

to execute an order 执行订单

to send an order 寄送一份订单

to modify an order 改变订货

to confirm an order 确认订货

to increase an order 增加订货

to reduce an order 减少订货

Task 3

guarantee of quality	降低品质
sacrifice quality	一般品质
difference in quality	品质检验证书
quality inspection certificate	上好可销售品质
customary quality	品质保证
best quality, prime quality, first-rate quality	品质上的差异
inferior quality	最佳品质
fair average quality F.A.Q.	良好平均品质
good merchantable quality G.M.Q.	低劣品质

Task 4

a) Suggested answer: the supply exceeds the demand.

b) Suggested answer: the seller's market.

Dialogue 1

A: Is this kind of car seat a new product?

B: Yes, it is. This is the newest product for export this year.

A: We'd like to order 600 dozen for a trial sale. If the result of the sales is good, we'll order more next year.

B: I'm sorry. According to the regulations of our company, the minimum order for this kind of car seat is 1,000 dozen.

A: Could you make an exception and give us 800 dozen for the first time?

B: No problem, but it will be a little expensive.

A: All right. We'll order 1,000 dozen.

Dialogue 2

A: Hello, I'd like to order 4,000 tons of Red Bean.

B: I'm sorry. Our stock is now running low and we cannot supply the amount you are asking for.

A: How much could you supply?

B: About half of your order.

A: Could you get the goods ready in half a month?

B: We can do it, but we cannot afford it at the previous price, for the price is on an upward trend.

A: What's the price now?

B: Twice as much as that of last year. Is it all right?

A: Yes, that's all right. I'm most concerned with getting what I need.

Part III Keys to the post-class activities**Task 2**

1. We could make them lower for you.

2. If you order in large lots, we'll reduce the price.
3. We hope we will have the chance of cooperation in the future.
4. It would represent quite a savings.
5. We're sorry that the said goods are not available.
6. Do you usually buy in large quantities?
7. We should be able to get that off to you right away.
8. I'm afraid your order is too small an amount.
9. We need an extra model pattern to meet your need.
10. What is the minimum quantity of an order for your goods?

Unit Four Specifications

Part I Keys to the pre-class activities

Task 1

<u>counter</u>	sample	对等样品	
<u>buyer's</u>	sample	买方样品	
<u>original</u>	sample	原始样品	
<u>seller's</u>	sample	卖方样品	
<u>shipping/shipped</u>	sample	装船样品	
<u>type</u>	sample	标准样品	
sale by <u>brand</u>		凭品牌买卖	
sale by <u>grade</u>		凭等级买卖	
sale by <u>sample</u>		凭样品交易	
sale by <u>specification</u>		凭规格买卖	
sale by <u>standard</u>		凭标准买卖	

Task 2

catalogue 目录

model 型号

high/medium/low grade 高/中/低档

craftsmanship 工艺

duplicate sample 复样

type sample 标准样品

shipping sample/shipped sample 装船样品

design 设计

pattern 图案

style 款式

counter sample 对等样品

original sample 原始样品

sale by description 凭说明销售

sale by grade 凭等级销售

sale by specification 凭规格销售

sale by standard 凭标准销售

sale by name of place of origin 凭产地名销售

sale by sample 凭样品销售

sale by buyer's sample 凭买方样品销售

sale by seller's sample 凭卖方样品销售

Task 3

a full range of sizes	——	达标
up to the sample	——	与样品一致
design specification	——	规格要求
quality tolerance	——	顶级工艺
reach the standard	——	各种大小尺寸
requirements on specification	——	质量检验证书
top craftsmanship	——	品质公差
inspection certificate of quality	——	设计规格

Task 4

- a) Suggested topic of the Dialogue 1: to confirm the specification of the ordered products.
 b) Party A and Party B are talking about the requirement for the quality of groundnuts in Dialogue 2.

Dialogue 1

A: It's my pleasure to help you, Mr. Martin. Could you give us an indication of the quantities of each item you required?

B: Yes, the first item is pure cotton T-shirts.

A: Specifications?

B: We are interested in 32S/1, carded, medium-sized, white, half-bleached.

A: OK. Let's say 40,000 dozen?

B: That should be enough. The second item is grey sheeting.

A: What size?

B: Twenty by twenty, sixty by sixty. Let's say 50,000 yards.

A: OK. This is the price list for the items you require. And it is our rock-bottom price.

B: All right. Since your offer is quite reasonable, I can accept it here and now. But one more important thing ... Can you be sure that the goods supplied are those of best quality?

A: Certainly we can. You see, all our goods are of excellent quality.

B: If goods of inferior quality are delivered, we will not place our order with you.

A: We'll put the quality marks on the goods delivered.

B: Please be sure to attach a quality inspection certificate.

A: OK, no problem.

Dialogue 2

A: I'd like to buy groundnuts of good merchantable quality.

B: The goods we supply are of fair average quality. Our brand name itself proves that our goods are superior.

A: We demand that the maximum moisture should not exceed 13% and the oil content should be 45% at its minimum.

B: I think our products will satisfy your requirements. Here is our catalogue.

A: Thank you. Does the catalogue form an integral part of the contract?

B: Yes, the quality is the same as in the catalogue we've provided.

A: That's really great.

Part III Keys to the post-class activities

Task 2

1. They're available in all sizes.
2. For men's coats, we have four sizes, small, medium, large and extra large.
3. The designs and colors of our products will almost exactly match your needs.
4. They're good in material, fashionable in design and superb in workmanship.
5. We have a rich assortment. All around here are some samples of new designs.
6. Your products should all be up to the samples.
7. Compared with the samples, the quality of the cargo is rather inferior.
8. We are disappointed that your cargoes are not in conformity with the samples.
9. We cannot offer the exact article according to your sample.
10. We sincerely hope the quality is in conformity with the contract stipulations.
11. We can assure you that our products can meet the international standard.
12. What are your requirements on specifications?
13. These will be taken as final and binding.
14. The quality of the above mentioned goods was in conformity with the requirement of the contract NO.JBD-089.
15. Have you received the specifications as shown in our catalogue?
16. We have no idea whether this product with new specifications will be marketable here.
17. I'm afraid we'll have a hard time persuading our users to accept the new specification.
18. Thank you very much for the catalogues you sent to us, which we find very informative.
19. Please submit specifications, preferably with illustrations.
20. You know we sell our tea according to our samples. Our quality is based solely on our sales samples.
21. We usually allow a tolerance of plus or minus 10%.

22. This product presents the top craftsmanship.
 23. Various teas of different grades are available here.
 24. Compared to the previous model, our new brand is less expensive and easier to use.
 25. Our “Sprouting” brand black tea is of the best quality and is a reasonable price.
 26. Here is our latest model. I want you to take a close look at the exquisite design.
 27. We’re proud of our rigid quality control.
 28. Please be sure to attach a quality inspection certificate.

Unit Five Negotiating Price

Part I Keys to the pre-class activities

Task 1

单价	_____	unit	_____	price
净价	_____	net	_____	price
零售价	_____	retail	_____	price
批发价	_____	wholesale	_____	price
折扣价	_____	discount	_____	price
现行价	_____	current	_____	price
现货价	_____	spot	_____	price
最低价	_____	rock bottom	_____	price
原价	_____	original	_____	price
参考价	_____	reference	_____	price

rock bottom
 discount
 original
 wholesale
 spot
 reference
 retail
 net
 unit
 current

Task 2

FOB 离岸价

quotation 报价

floor price 最低价

competitive price 有竞争力的价格

reduce the price 减价

insist on the price 坚持价格

make concession in our price 我们的价格做出让步

make a reduction by 5% 削减 5%

reduce our quotation by 3% 降低我们的报价 3%

CIF 到岸价

conclude the transaction 完成交易

best price 最优惠的价格

conclude the deal 完成交易

raw material 原材料

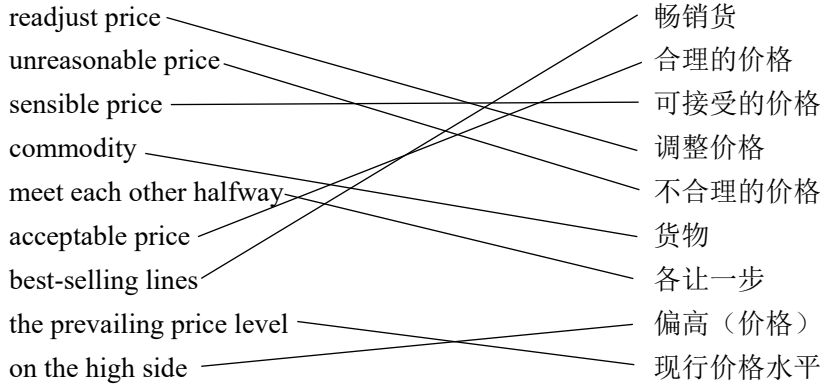
make a further reduction by 2% 进一步减价 2%

net price without commission 不含佣金的净价

in line with the market 与市场价相符

gross margin 毛利

Task 3



Task 4

- a) The buyer wanted a discount, but the seller refused with the excuse that his goods were of better quality.
- b) The seller had raised the price for the goods compared to that of last year, which was unacceptable to the buyer.

Dialogue 1

A: The price you quoted us is a little too high. I would like a 20% discount.
 B: I can't give a reduction like that!
 A: Look, I know you can manage that. I've already had a similar offer from your competitors.
 B: But when it comes to quality, there's no comparison.
 A: You have to meet my figure, if your company really wants to sell more.
 B: Well, I need some time to think it over.

Dialogue 2

A: Our price is reasonable as compared with that in the international market.
 B: I'm afraid I don't agree with you there.
 A: Your price is higher than those we got from elsewhere. The Japanese quotation is lower.
 B: You should take quality into consideration.
 A: It would be very difficult for us to push any sales if we buy it at this price. Your price is 25% higher than that of last year.
 B: You may notice that the price for this commodity has gone up since last year. You know, the price for this commodity has gone up a lot in the last few months.
 A: The price for this commodity is US\$25 per pound in the international market. If your price is favorable, we can place an order right away.

B: We may reconsider our price if your order is big enough. All these articles are our best-selling lines. These patterns are very popular in the international market.

A: It is difficult for us to sell the goods as your price is so high.

Part III Keys to the post-class activities

Task 2

1. This is our rock-bottom price. We can't make any further concessions.
2. I can assure you the prices we offered you are very favorable.
3. We've compared your price with those from other suppliers. Your price is not competitive at all.
4. Your competitors are offering better quality for a lower price.
5. If the difference is this big, I'm afraid we'll not be able to do the deal.
6. Since the prices of the raw materials have been raised, I am afraid that we have to adjust the prices of our products accordingly.
7. If your price is in line with the market price, we will place a large order.
8. I'm afraid your price is out of line with the market price/prevaling market.
9. Let's both compromise. I give you further 5% discount, which is the best I can do.
10. It is unwise for either of us to insist on his own price. How about meeting each other halfway and each makes a concession? It's the only way business can be concluded.
11. If you have a look at this market report, you'll see the price of this item is soaring. I'm sure our offer is in line with the prevailing price level.
12. Your counteroffer is not up to the present market level.
13. It's impossible for us to entertain your counteroffer.
14. I'm sorry. The difference between our price and your counteroffer is too wide.
15. This is our rock-bottom price, we can't make any further reduction.
16. How about meeting each other halfway?
17. I appreciate your counteroffer but find it too low to accept.
18. I'll have to consult my head office before I can give you a definite answer on the price terms.
19. We are not interested unless your price is reduced to a level in line with the market price.
20. To meet your requirements, we would like to reduce our price by 2%, which, I hope, will be satisfactory to you.

Unit Six Modes of Payment

Part I Keys to the pre-class activities

Task 1

<u>revocable</u>	L/C 可撤销信用证	transferable revocable sight divisible revolving irrevocable time confirmed unconfirmed
<u>irrevocable</u>	L/C 不可撤销信用证	
<u>confirmed</u>	L/C 保兑信用证	
<u>unconfirmed</u>	L/C 不保兑信用证	
<u>sight</u>	L/C 即期信用证	
<u>time</u>	L/C 远期信用证	
<u>transferable</u>	L/C 可转让信用证	
<u>divisible</u>	L/C 可分割信用证	
<u>revolving</u>	L/C 循环信用证	

Task 2

mode of payment 付款方式

letter of credit 信用证

remittance 汇款

at sight 即期, 见票即付

draft at sight 即期汇票

installment payment 分期付款

down payment 预付款

advance payment 预付款

reimbursement 偿还

opening bank 开证行

establishing bank 开证行

paying bank 付款行

the confirming bank 保兑行

terms of payment 付款条件

draft 汇票

collection 托收

after sight/Usance/Time 远期

credit at sight 即期信用证

documentary collection 跟单托收

balance (payment) 剩余款项

bank charges 银行手续费

invoice 发票

issuing bank 开证行

negotiation bank 议付行

reimbursing bank 偿付行

Task 3

D/A	信用证
L/C	电汇
D/P	信汇
T/T	票汇
M/T	承兑交单
D/D	付款交单
USD	港元
HKD	美元

Task 4

a) Suggested topic of the Dialogue 1: Term of Payment

b) Party A and Party B are talking about payment by installment in Dialogue 2.

Dialogue 1

A: Now, I'd like to talk about the terms of payment.

B: Usually, we only accept payment by confirmed and irrevocable letter of credit payable against shipping document.

A: But I think a flexible term of payment is good for both of us. Could you accept D/A since our order is small this time?

B: I'm afraid I can't.

A: This time we placed just a small sample order so payment by L/C is costly for us. And I don't think you need to worry about our integrity since we have been trading for years.

B: OK. In order to reach an agreement, I agree to accept D/P, and that's the best we can do.

A: Thank you for your cooperation.

Dialogue 2

A: Let's talk about the terms of payment.

B: We would like to make the payment by installment.

A: We accept installment sometimes, but what kind of installment do you have in mind?

B: We would like to pay 10% by T/T, and then pay off the rest of it in three payments.

A: Oh, that's not so convenient for us and it's a lot of trouble for you too.

B: Then what's your idea?

A: How about making the rest of the payment by two installments?

B: I need to check with my boss about it.

A: I see. I am looking forward to your reply in the affirmative.

Part III Keys to the post-class activities**Task 2**

1. So it's better for us to adopt D/P or D/A.

2. I suppose D/P or D/A should be adopted as the mode of payment this time.

3. It would help us greatly if you would accept D/A or D/P.
4. Could you make an exception and accept D/A or D/P?
5. We insist on a letter of credit.
6. As I've said, we require payment by L/C.
7. We still intend to use a letter of credit as the term of payment.
8. We always require a L/C for our exports.
9. We pay by L/C for our imports.
10. Our terms of payment are confirmed and irrevocable letter of credit.
11. You must be aware that an irrevocable L/C gives the exporter the additional protection of a banker's guarantee.
12. Is the wording of "confirmed" necessary for the letter of credit?
13. For payment we require 100% value, irrevocable L/C in our favor with partial shipment allowed clause available by draft at sight.
14. What do you say to 50% by L/C and the balance by D/P?
15. When do I have to open the letter of credit?
16. Please open the letter of credit in good time.
17. It's expensive to open an L/C because we need to put a deposit in the bank.
18. We pay too much for such a letter of credit arrangement.
19. There will be bank charges in connection with the credit.
20. A letter of credit would increase the cost of my import.

Unit Seven Delivery and Shipment

Part I Keys to the pre-class activities

Task 1

shipping	_____ advice _____	装船通知	<div style="border: 1px solid black; padding: 5px;"> company document advice space mark order container instruction agent </div>
shipping	_____ agent _____	装运代理人	
shipping	_____ company _____	轮船公司	
shipping	_____ container _____	船运集装箱	
shipping	_____ document _____	装船单据	
shipping	_____ instruction _____	装船要求	
shipping	_____ mark _____	装船唛头	
shipping	_____ order _____	装货单	
shipping	_____ space _____	装船舱位	

Task 2

ship 装船, 装运	shipment 装运, 装船, 装运的货物, 装运期
effect/make shipment 装运	hasten/speed up shipment 加速装运
advance shipment 提前装运	delay/extend shipment 延期装运
urge/expedite shipment 催促/加速装运	port of destination 目的港
mode of transport 运输方式	means of conveyance 运输工具
transshipment 转船	partial shipment 分批装运
shipment advice 装船通知	date of shipment 装运期
shipment clause 装船条款	time of shipment 装船期
direct shipment 直达船装运	immediate shipment 即期装运
effect/make/take delivery 交货	port of delivery 交货港
prompt delivery 迅速交货	time of delivery 交货时间
punctual delivery 准时交货	delay in delivery 延迟交货
postpone 推迟	port of loading 转运港

Task 3

direct steamer	货柜, 集装箱
charter party	船只
tramper	租船方
liner	班轮
vessel	直达轮
container	不定期船
containerized	运费表
consignee	收货人
tariff	使集装箱化

Task 4

- a) Suggested topic of the Dialogue 1: Time of Delivery
 b) Party A and party B are talking about means of transportation in Dialogue 2.

Dialogue 1

- A: Shall we talk about the time of delivery?
 B: Sure.
 A: Is it alright for you if we make the delivery in October?
 B: I am afraid not because we are heavily committed.
 A: You know prompt delivery is very important for us.
 B: I see. But we have got more than ten orders before yours.

A: Could you do me a favor with some good ideas? You don't want us to turn to other suppliers, do you?

B: We won't disappoint our customers, especially old customers like you.

A: Thank you for your consideration.

B: We'll do our utmost to contact some other manufacturers and see whether they can do something.

A: It's so kind of you to do so. When can you let me know?

B: Oh, I'll call you at about one o'clock tomorrow afternoon, alright?

A: Of course, I value the good relationship between us so much.

B: Thank you for your sincere cooperation.

Dialogue 2

A: Let's discuss the terms of shipment

B: I hope we can adopt the "combined transportation" of railway and sea.

A: The "combined transportation" will probably cause a delay in delivery or lost and the way of combined transportation has complicated formalities.

B: The facilities for shipping goods to European countries have changed a lot in recent years. We just shipped an order to Europe via sea and railway, and nothing happened. As for formalities, we'll make everything alright.

A: Shall we have to pay the extra freight in that case?

B: No. it is included in the CIF price. The combined transportation is easy for both of us and it's cheap too.

A: OK.

B: We won't make the payment until we have received the shipping documents.

A: I see. We will send you the vessel's name, shipping date and the bill's code as quickly as possible.

Part III Keys to the post-class activities

Task 2

1. How long does it usually take you to make a delivery?
2. Could you possibly advance shipment further more?
3. I hope that the goods can be shipped promptly after you get our L/C.
4. Shipment should be made before October, otherwise we will lose the seasonal market/trade.
5. The earliest shipment we can make is early March.
6. I'm sorry, we can't advance the time of shipment.

7. The order is so urgently required that we must ask you to expedite shipment.
8. The goods ordered are all in stock and we assure you that the first steamer will make the shipment available in November.
9. Please see to it that the goods are shipped per PEACE sailing on or about October 15th.
10. We'll try our best to advance shipment to September.
11. When is the earliest possible date you can ship the goods?
12. I wonder whether you can make shipment in September.
13. How long will the delivery take from here to Canada by sea freight?
14. I don't think I can promise you any January shipments.
15. Transport by sea is the most important mode of transportation in the world today.
16. Usually, it is cheaper to have the goods sent by sea than by railway.
17. For such a big order, we propose to have the goods dispatched by sea.
18. Because of the high cost of railway transportation, we prefer sea transportation.
19. Sometimes sea transport is a problem for us.
20. Please have the goods transported by air.
21. We don't think it is proper to transport the goods by railway.
22. Can you have them sent by railway?
23. You may have some difficulties in arranging railway transportation, I think.
24. We would prefer to have goods carried by road and not by railway.


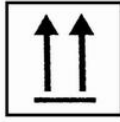

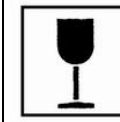
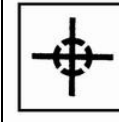
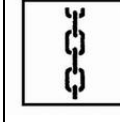

Unit Eight Packing

Part I Keys to the pre-class activities

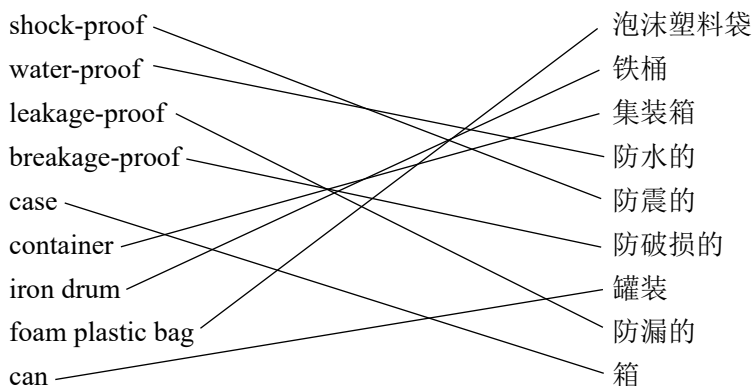
Task 1

4	beer	1. plastic drums 塑料桶
7	cement	2. bale 大包, 大捆
5	tea	3. crate 板条箱, 柳条箱
8	orange	4. cask 桶, 木桶
1	acetic acid	5. tin 听, 罐
2	cotton	6. wooden case 木箱
6	nails	7. bag 袋子
3	machine	8. carton 硬纸盒, 纸板箱

Task 2

						
Keep dry	This side up	Keep away from heat	Fragile	Center of gravity	Sling here	Use no hooks

Task 3



Task 4

Dialogue 1

A: How do you plan to pack our order?
 B: Do you have any specific request for packing?
 A: Yes. Since the tableware is subject to breakage damage, can you wrap them individually and pack ten sets per carton?
 B: No problem. This is the sample of packing. Please have a look.
 A: That's good. We have to be very careful about packing, otherwise we might have endless problems in handling and transporting them.
 B: Sure. We'll take special care to see that the goods are packed as per your requirements.

Dialogue 2

A: Do you mind if I give you a little suggestion?
 B: Of course not, go ahead please.
 A: Your products are good, but you could improve the design of your packaging.
 B: Could you be more specific?
 A: For example, you can change the color and use window-packing to give the buyer an idea of what packed inside.
 B: That's a really good idea. I'll discuss it with our designers to see how we can improve it.

Part III Keys to the post-class activities**Task 2**

1. I would like to confirm the details about the packing again.
2. I hope you could use/put/paint our company's trade mark on the cargo cases and indicate what is packed inside.
3. For the packing of commodities of this kind, corrugated cardboard is good enough.
4. By using cartons, the weight of the cargo can be reduced and the transportation expenses can also be saved; besides, packing fees need not be calculated separately.
5. There are three different kinds of packing available for this commodity: cartons, bags and regular packing.
6. All of our commodities are wrapped with polyethylene bags, so the goods won't be contaminated/won't get dirty.
7. First I would like to find out if we can use neutral packing for this consignment of goods?
8. I suggest you use window packing, so that the commodities packed in the cartons/cases/boxes can be seen directly.
9. When packing these small bottles of beer, there should be/please pack six bottles in one carton, and four cartons in one box.
10. We'll pack them two dozen to one carton, gross weight around 25 kilos a carton.
11. All these boxes should be lined with shockproof cardboard from inside and reinforced with straps from outside.
12. Shirts are to be packed in plastic-lined water-proof cartons.
13. As this article is fragile, please case it into durable packaging.
14. The outer packing should be strong enough for transportation.
15. As to the inner packaging, it must be attractive and helpful to the sales.

Task 3

1. Outer packing is also called transportation packing. It is used to protect the quality and quantity of the commodity during transportation as well as to make the handling and storage easy.
As to the inner packing, it is also called sales packing. Sales packing can not only protect commodities during transportation, handling and storage, but attract consumers' and encourage people to buy.
2. Open-ended.

Unit Nine Insurance

Part I Keys to the pre-class activities

Task 1

insurance	clause/terms	保险条款	insurance
invoice	value	发票金额	value
insurance	coverage	保险责任范围	premium
insurance	policy	保险单	policy
insurance	premium	保险费用	undertaker
inspection	order	货物检查单	cover
insurance	undertake	保险承保人	clause/terms
insurance	cover	保险类别	coverage
			order

Task 2

Ocean Marine Cargo Clause 海洋运输货物保险条款

PICC (People's Insurance Company of China) 中国人民保险公司

T.P.N.D. (Theft, Pilferage & Non-Delivery Risks) 偷窃, 提货不着险

Fresh and/or Rain Water Damage Risks 淡水雨淋险

F.P.A (Free from Particular Average) 平安险

W.P.A. (With Particular Average) 水渍险

Breakage of Packing Risk 包装破裂险

Cargo Insurance 货物保险

Extraneous Risks 附加险

Basic Risks 基本险

Shortage Risk 短量险

Leakage Risk (Risk of Leakage) 渗漏险

All Risks 综合险, 一切险

Additional Risks 附加险

Task 3

insure	办理保险
insurer	海损
average	保险费用
particular average	共同海损
general average	自然灾害
extra premium	给……保险
take out/effect insurance	额外的保险费
insurance charges	保险费率
natural calamities	保险公司, 承保方
premium rate	单独海损

Task 4**Dialogue 1**

A: I'd like to have a talk with you about insurance if you don't mind.

B: No, not at all. Go ahead, please.

A: What does your insurance clause cover?

B: There are three basic covers, namely, Free from Particular Average, With Particular Average and All Risks.

A: If we conclude the business on a CIF basis, what coverage will you take out for the goods?

B: Generally speaking, we only insure the goods With Particular Average.

A: Do you cover risks other than WPA, for example, TPND, Leakage Risk, Breakage, Fresh and/or Rain Water Damage Risks etc.?

B: Yes. We will have the goods insured against those risks if the buyers request it.

A: Who will pay for the extra premium?

B: The buyers.

A: I see. What is the insurance coverage on the basis of CIF?

B: As a practice, we usually cover the insurance for 110% of the invoice value.

A: Some of our clients want them insured for 130% of the invoice value. Is that possible?

B: Yes, provided that the premium for the difference between 110% and 130% of the invoice value be borne by the buyers.

A: No problem.

Dialogue 2

A: Since the glassware transaction is concluded on the basis of the CIF clause, we would like to know what insurance you have taken out on these goods.

B: We will get With Particular Average.

A: But glassware is easily broken. Is the breakage of goods included in this W.P.A.?

B: Well, it just depends. In fact, not every breakage is included in this W.P.A.

A: Can you explain?

B: OK. It is included in the W.P.A. only when the breakage results from natural calamities and maritime accidents, such as stranding and sinking of the carrying vessel, or is attributable to fire or explosion. Others belong to the Risk of Breakage but are not included in W.P.A.

A: I see. So that means the W.P.A. which you are going to cover for the goods does not necessarily include Risk of Breakage, is that right?

B: Yes. If you wish to cover the goods against Risk of Breakage, we can add this item, but it's an additional risk item, and you have to bear the extra cost.

A: That really doesn't matter. The value of the goods is just too high. So the safety of the goods is all that counts.

B: Oh, yes, definitely. Then I'll have your insurance changed from W.P.A. to All Risks for 110% of the CIF invoice value.

Part III Keys to the post-class activities

Task 2

1. Could you cover the risk of Breakage for us?
2. Who will pay the premium?
3. Are buyers responsible for the insurance charges?
4. Generally speaking, we insure WPA on CIF sales.
5. What about insurance for All Risks?
6. We cover the goods against WPA. We think WPA gives enough protection to all our shipments to your area.
7. The extra premium is borne by the buyer. This is international practice.
8. If we conclude the business on a CIF basis, what coverage will you take out for the goods?
9. The usual practice is we will cover W.P.A. and War Risks for the goods.
10. According to the nature of the goods, it is not enough to have just W.P.A. Please add T.P.N.D.
11. W.P.A plus Risk of Breakage suit your consignment.
12. As requested, we will arrange insurance on your behalf.
13. We shall cover the shipment for 110% of the invoice value.
14. We have insured the goods for 110% of the invoice value against All Risks.
15. We agree to cover 130% of the invoice value as requested, but the extra premium between 110% and 130% is for the buyer's account.
16. We usually take out insurance with the People's Insurance Company of China against All Risks.
17. The insurance under the People's Insurance Company of China Ocean Marine Cargo Clauses is classified into the following three conditions—Free From Particular Average (F.P.A.), With Particular Average (W.P.A.), and All Risks.

Unit Ten Signing Contract

Part I Keys to the pre-class activities

Task 1

- sales confirmation
- ✓ product, standards and specifications
- catalogue
- ✓ the supply of the commodity
- ✓ insurance
- quotation sheet
- ✓ arbitration
- ✓ discounts and commissions
- ✓ packing, labeling and marking
- ✓ period of delivery/shipment
- ✓ inspection
- ✓ quantity
- ✓ terms of payment—amount/mode & currency

Task 2

Sales Contract

No. :

Signed at:

Date:

Seller: Chinese Oriental Company Address : Tel: Fax: E-mail:

Buyer: American P&D Company Address: Tel: Fax: E-mail:

The undersigned Seller and Buyer have agreed to close the following transactions according to the terms and conditions set forth as below:

1. Name, Specifications and Quality of Commodity: red dates, Grade One
2. Quantity: 20,000 kilograms
3. Unit Price and Terms of Delivery: US\$ 3 per kilo, CIF New York

The terms FOB, CFR, or CIF shall be subject to the International Rules for the Interpretation of Trade Terms (INCOTERMS 2010) provided by International Chamber of Commerce (ICC) unless otherwise stipulated herein.

continued

4. Total Amount: US\$ 60,000

5. Time of Shipment:
Within 30 days after receipt of L/C allowing transshipment and partial shipment.

6. Terms of Payment:
By Confirmed, Irrevocable, Transferable and Divisible L/C. The L/C must specify that transshipment and partial shipments are allowed.
The Buyer shall establish a Letter of Credit before the above-stipulated time, failing which, the Seller shall have the right to rescind this Contract upon the arrival of the notice at Buyer or to accept whole or part of this Contract non fulfilled by the Buyer, or to lodge a claim for the direct losses sustained, if any.

7. Packing: One kilo red dates are packed in one poly bag, 25 bags into one carton

8. Insurance:
Covering WPA and All Risks for 110% of CIF Invoice Value to be effected by the PICC.
.....

Task 3

sign a contract	——	购货合同
draw up a contract	——	拟订合同
originals of the contract	——	独家代理合同
alter a contract	——	签订合同
cancel contract	——	合同约定
purchase contract	——	合同正本
sole agency contract	——	取消合同
contract stipulation	——	修改合同

Task 4**Dialogue 1**

A: Here is the contract we drafted, please go over it.

B: OK. Thanks.

A: Are there any problems?

B: Yes, I have a question about Clause 8.

A: OK. Let me have a look.

B: In the shipment clause, it should be the second shipment to be effected “within 30 days after the first shipment” instead of “after 30 days”.

A: Sorry, I think it must be a wording mistake. I will have the secretary correct it.

B: Thank you.

Dialogue 2

A: Before you sign the contract, please go over it again to see if everything is in order.

B: OK. Thank you. Everything we've discussed seems to be here.

A: Good, can we sign it right away?

B: Of course. Where shall I put my signature?

A: Here, on the last page.

B: OK. It's done. Is that all?

A: I'm afraid not. We'll sign two originals, one in Chinese and the other in English.

Part III Keys to the post-class activities

Task 2

1. Before we sign this garment contract, let's check the relevant terms and clauses one more time.
2. The total price of this transaction is US \$230,000, CFR San Francisco, the United States.
3. We're very pleased that we've fulfilled the purchase task successfully this time.
4. Before we come to the final agreement, there're still a couple of points that have to be clarified.
5. I'm afraid we've overlooked several places/parts/points.
6. I wonder if you could modify/make some modifications in the explanation under the term of payment.
7. There's an important explanation we should have included in the contract.
8. We should make it clear that no matter which party cannot honor the contract, the other party is entitled to claim for losses.
9. Now, finally, the tough negotiation has come to an end, and it's time for a drink.
10. Here's to our deal, and to our further cooperation in future, cheers!

Task 3

1. (1) Repeat all the terms and conditions that have been agreed upon and again ask for confirmation from the opposite party.
 (2) Call for amendments as soon as possible when you find there are any terms or conditions which are not suitable or which you don't understand.
 (3) Make out a contract or confirmation in time. Send one copy of the contract or confirmation to the opposite party to check. If there is no disagreement, you can set the time for both parties to sign the contract.
2. The seller should confirm every item including name of the commodity, specifications, quality, quantity, packing, price, terms of payment, time of shipment, and insurance term of the goods ordered. This is done so that they will be listed in details in the contract which is helpful for both parties to carry out the contract.

Unit Eleven Checking and Amending an L/C

Part I Keys to the pre-class activities

Task 1

<u>open L/C</u>	开立信用证	urge establishment of validity of amend extend check issue open covering stipulations of
<u>issue L/C</u>	出具信用证	
<u>check L/C</u>	审核信用证	
<u>urge establishment of L/C</u>	催开信用证	
<u>extend L/C</u>	延长信用证	
<u>amend L/C</u>	修改信用证	
<u>covering L/C</u>	相关信用证	
<u>validity of L/C</u>	信用证有效期	
<u>stipulation of L/C</u>	信用证条款	

Task 2

the opening bank 开证行

beneficiary 受益人

discrepancy 不符

within the prescribed time 在规定时间内

issue the L/C without delay 立刻出具信用证

expiry date of the L/C 信用证到期日

within the prescribed time 在规定的时间内

be in strict conformity with 完全与……一致

advice of amendment 修改通知书

no vessel available 没有船

Task 3

Dialogue 1

(Mr. Wang Cheng, a manager of ABC Co. is talking to Mr. Brown on phone to urge him open L/C)

W: Hello, Mr. Brown, this is Wang Cheng of ABC Co. speaking.

B: Hello, Mr. Wang.

W: Mr. Brown, I am calling to tell you that the goods you ordered have been ready for shipment for quite some time, but up to now we haven't received the relevant L/C yet. Would you please do your utmost to have the L/C opened at your earliest convenience?

B: How could that be? I instructed my bank to open the L/C after I received your fax.

W: But up till now, we haven't received the L/C. If the L/C cannot reach us in time, we may not execute the order within the prescribed time. So, I hope you can have it opened as soon as possible.

B: I know quite well how important the matter is. I will contact my bank and urge them to open the L/C immediately.

W: Thank you for your cooperation. I hope the L/C will reach us soon. And besides, in order to avoid subsequent amendments, please see to it that the L/C stipulations are in exact accordance with the terms of the contract.

B: Rest assured, Mr. Wang. We'll surely pay attention to that. We will try our best to have the L/C opened in time for you to make shipment.

W: Thanks very much, Mr. Brown. Good bye.

Dialogue 2

W: Mr. Brown, I am calling to tell you that we have just received your L/C.

B: Oh, I am glad to hear that.

W: But I have to tell you that we found some discrepancies after checking it.

B: Oh, really? I am sorry to hear that. Would you please tell me what they are?

W: Yes. After checking, we found the latest date of shipment in the L/C is "March 1, 2008", but in the contract it is "March 15, 2008". And the expiry date of the L/C is "March 15, 2008", which is not in conformity with the contract. It should be "March 30, 2008". So, will you please amend the shipment date to "Shipment to be effected on or before March 15, 2008" and extend the expiry date to "March 30, 2008" as stipulated in our sales contract?

B: Mr. Wang, I am sorry for making such mistakes. I will see to it as soon as possible.

W: Thank you for your cooperation. I will send you a fax about the amendments and I hope you will ask your bank to make the necessary amendments as soon as possible. Otherwise, shipment will be postponed.

B: I will do my best to instruct my bank and have the L/C amended as soon as possible.

A: Thanks again for your cooperation, goodbye.

Part III Keys to the post-class activities

Task 2

1. Please establish the covering L/C as soon as possible.
2. We shall be much obliged if you open the L/C at an early date.
3. The goods you ordered have been ready for shipment for quite some time, but up to now we have not received the relevant L/C.
4. If the L/C doesn't reach us in time, we may not execute the order within the prescribed time.
5. I will contact my bank and urge them to open the L/C as soon as possible.

6. If there is no vessel available this week, and I am afraid the shipment of this order will be delayed until next week.
7. In order to avoid subsequent L/C amendment, please pay attention to the following.
8. I wonder if you could kindly amend the L/C and extend the latest shipping date to June 30, and the expiry date to July 15.
9. When checking the L/C, you should pay special attention to the expiry date of the credit and the latest date of shipment to see if they give you sufficient time to effect shipment and prepare all the documents.
10. As there is no direct steamer to your port, please amend the L/C to allow transshipment.
11. Any delay in amending the L/C will undoubtedly involve us in no small trouble.
12. As you have failed to establish the L/C in time, we regret being unable to effect shipment within the stipulated time limit.
13. If your L/C can reach us at the end of this month, we will do our utmost to arrange shipment of your order early next month.
14. Please amend L/C No. 283 to read "This L/C will expire on 28th February, 2009".
15. Please insert the word "about" before the quantity in your L/C No. 123.
16. After checking your L/C, we found "No transshipment allowed", which is inconsistent with the contract terms.

Task 3

A: May I discuss the extension of L/C with you?

B: Is there a problem?

A: Unfortunately, we failed to book enough shipping space, so we won't be able to deliver the goods on time.

B: That's troublesome. How would you like to amend the L/C?

A: Could you please have your bank extend the date of shipment and the expiration date of the L/C for one month respectively?

B: For the sake of friendship, I'll comply with your wishes.

A: Thank you very much. Then the L/C is amended as follows: "The latest date of delivery is August 20th, 2009" and "The expiry date is October 20th, 2009."

Unit Twelve Making and Settling Claims

Part I Keys to the pre-class activities

Task 1

lodge/file/raise a claim	提出索赔	lodge/file/raise entertain waive reject dismiss settle admit withdraw
settle a claim	解决索赔	
admit a claim	同意索赔	
dismiss a claim	驳回索赔	
reject a claim	拒绝索赔	
entertain a claim	受理索赔	
reject a claim	撤回索赔	
waive a claim	放弃索赔	

Task 2

faulty packing 包装不当

inadequate packing 包装不足

take a delivery 提货

survey report 检验报告

inspection report 检验报告

reliable testimony 可靠的证明

complaints of this kind 类似的投诉

rough handling 粗暴装卸

goods under Order No. 2010 2010 号订单项下货物

American Commodity Inspection Bureau 美国商检局

be blamed for the faults of the shipping company 因轮船公司的过失而受指责

up to the standards required 符合要求的标准

improper packing 包装不当

be badly damaged 残损严重

in perfect conditions 状态完好

inspection certificate 检验证书

statement of a claim 索赔清单

the carrier's house 货运公司仓库

not in proper condition 残损状况

the packing remains intact 包装完好无损

Task 3

case	仲裁
shortage	赔偿
arbitration	纸箱
compensation	卸载
surveyor	箱
prior to	水迹
carton	短缺
unload	在……之前
water-stain	检查员

Task 4

- The buyer refused to take the delivery and made a claim on poor packaging; the seller promised to give a refund after looking into the issue.
- The buyer made a claim on improper packaging and the seller promised to make compensation.

Dialogue 1

A: I'm here to settle the claim for garments. The goods shipped in January from Tianjin under No. 2010 have arrived in New York. But to our great surprise, they are not in proper condition.

B: Is that so? What's the trouble then?

A: Quite a number of cartons were badly damaged. Many of the blouses were water-stained and some of them were severely soiled.

B: Where are the goods now?

A: The goods have been unloaded into the carrier's house. As they are in such a damaged condition, we doubt we will be able to accept delivery. For this reason, my head office called me the day before yesterday to get in touch with you.

B: Really? But we have exported these kinds of goods for many years, and we haven't had any complaint of this kind. We are really at a loss to understand why this would happen. Have you any evidence?

A: Sure. Here is a copy of the survey report issued by American Commodity Inspection Bureau, who is absolutely reliable.

B: Though the complaint is true, there may be other factors to it. We should look into it first before I can give you a reply.

Dialogue 2

A: I'm here to settle the claim for the fertilizer. Nearly 10% of the bags are broken.

B: Have you discovered the exact causes of the packing breakage? So far, we haven't had any

complaint of this kind.

A: It is apparently attributed to faulty packing.

B: I'm extremely sorry for any unnecessary trouble you suffered, but I would think our company is not to be blamed for the faults of the shipping company.

A: I don't think the shipping company is liable for the claim. It is quite obvious that the bags were damaged prior to loading. So it is the seller who should be responsible for the claim.

B: Believe me, the goods were in perfect conditions when they left. I think the damage must have occurred during transit.

A: But according to the contract, no second-hand gunny bags are allowed to be used. We regret to say, you had used 180 second-hand ones. And poor packing was the cause of the damage and nothing else.

B: Are you sure that second-hand bags were used for the shipment?

A: Yes. Here is the survey report issued by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China.

B: I wonder how this happened. I can't understand how our forwarding company made such an embarrassing mistake. I do apologize for any hardship we may have caused you.

A: That's all right. Our loss amounted to \$3,000. We expect compensation for this amount. I hope you'll seriously consider our claim.

B: Certainly. We will compensate you for any expenses you may have incurred.

Part III Keys to the post-class activities

Task 2

1. If we were at fault, we would be glad to allow you to return the damaged goods.
2. We have no alternative but to lodge a claim with you.
3. We have to file a claim on you.
4. If you fail to make the shipment soon, we'll cancel the order.
5. Our customers are complaining of the inferior quality of our products.
6. This consignment is not up to the standard stipulated in the contract. We are now lodging a claim with you.
7. According to the surveyor's report, the damage was due to rough (careless) handling during transit.
8. We find that the quality of your shipment is not in conformity with the agreed specification.
9. The goods sent are inferior compared to the original sample.
10. Upon examination, we found the goods are not up to the standard of the sample.
11. After inspection, we found that there is a shortage of 535 kilos, though the packing remains intact.
12. Our investigation shows that improper packing caused the damage.

13. As regards inferior quality of your goods, we claim compensation of US \$10,000.
14. I am sorry to tell you that the shipment does not accord with our contract, and about 150 cases were seriously damaged, we hope you can make a thorough investigation on this matter and let us know the result without delay.
15. We apologize to you for the trouble caused by our error, and we shall send you the right articles immediately.
16. We regret the loss you have suffered and agree to compensate you in the sum of \$1000.
17. In view of this, we have no other choice but to return the faulty sets to you and we must ask you to replace them.