UNIT ONE

Exercises

Ⅰ. Translate the following institution names into Chinese and explain their basics to your classmates in your own words.
1. World Trade Organization __世界贸易组织________
2. International Chamber of Commerce __国际商会________
3. United Nations Conference on Trade & Development _联合国贸易和发展会议______
4. World Bank __世界银行________
5. International Monetary Funds __国际货币基金组织________
6. The Ministry of Commerce of the People’s Republic of China ___中华人民共和国商务部___
7. The China Council for the Promotion of International Trade __中国国际贸易促进委员会___
8. General Administration of Customs of the People’s Republic of China 中华人民共和国海关总署
9. General Administration of Quality Supervision, Inspection and Quarantine of the People’s Republic of China _国家质量监督检验检疫总局___

Ⅱ. Judge whether the following statements are true or not through your research and share your opinion with your classmates.
1. China is now the biggest country in the world in terms of export an import volume. （F）
2. According to Factor-Proportion Theory, China shall only produce labor intensive products. （T）
3. GSP tariff rate is the lowest compared with MFN Tariff Rate and General Tariff Rate.（T）
4. Intoterm 2000 specify all the obligations of the seller and the buyer in a trade transaction. （F）
5. Most of the international transactions are paid by letter of credit. （F）

UNIT TWO

Exercises

Ⅰ. Explain the following terms in simple English and give their Chinese equivalents.

<table>
<thead>
<tr>
<th>English</th>
<th>Chinese</th>
<th>English</th>
<th>Chinese</th>
</tr>
</thead>
<tbody>
<tr>
<td>HS Code</td>
<td>H.S编码</td>
<td>Quality latitude</td>
<td>品质机动幅度</td>
</tr>
<tr>
<td>Sale by sample</td>
<td>凭样品买卖</td>
<td>Quality tolerance</td>
<td>品质公差</td>
</tr>
<tr>
<td>Sale by description</td>
<td>凭文字说明买卖</td>
<td>Gross for net</td>
<td>以毛代净</td>
</tr>
<tr>
<td>Counter sample</td>
<td>对等样品</td>
<td>More or less clause</td>
<td>溢短装条款</td>
</tr>
<tr>
<td>Fair average quality</td>
<td>良好平均品质</td>
<td>Conditioned weight</td>
<td>公量</td>
</tr>
</tbody>
</table>
II. Judge whether the following statements are true or false.
1. When goods of higher quality than the contract quality are delivered, there will be no dispute arising thereon. （F）
2. The goods of the best quality shall be chosen as the sample for sale. （F）
3. Generally quality deviation within the quality tolerance or quality latitude will not result in an adjustment in price. （T）
4. The more or less clause is mainly applicable to industrial finished products. （F）
5. The breach of the quality clause in the contract is regarded as a fundamental breach of contract. （T）

III. Please match the commodity with the best method of specifying its quality.
1. sample (4) A. Gree air conditioner
2. grade (6) B. Dengcun Green Tea
3. specification (3) C. soy bean
4. famous brand (2) D. mineral ore
5. inspection (5) E. paintings
6. geographic indication (7) F. construction equipment
7. catalogue and illustration (8) G. medicine
8. standard (1) H. T-shirt

IV. Translate the following sentences into English.
1. AC2009 is our newly developed product, it is of superior quality, fashionable design and reasonable price.
2. 500 metric tons is the biggest amount we can supply at present.
3. We have received the sample which you sent to us last Friday and we are satisfied with the sample quality.
4. If the quality of the first consignment is satisfactory, we will place a repeat order in large quantity.
5. The landed quantity instead of the shipping quantity shall govern.

UNIT THREE

Exercises

I. Explain the following terms in simple English and give their Chinese equivalents.

<table>
<thead>
<tr>
<th>term</th>
<th>English</th>
<th>Chinese</th>
</tr>
</thead>
<tbody>
<tr>
<td>outer packing</td>
<td>外包装</td>
<td>packing list</td>
</tr>
<tr>
<td>inner packing</td>
<td>内包装</td>
<td>corrugated box</td>
</tr>
<tr>
<td>shipping mark</td>
<td>唛头</td>
<td>wooden case</td>
</tr>
</tbody>
</table>
II. Translate the following sentences into Chinese.

1. In iron drums of 190kgs net each.
2. In cartons each containing 4 boxes about 9 lbs. Each piece waxed and wrapped with paper.
3. Goods are in neutral packing and buyer’s labels reach the seller 45 days before the month of shipment.
4. To be packed in polypropylene woven bags, 50kgs each, gross for net. The name of the goods, weight, country of origin and package date should be marked in English.
5. In new single jute bags, each containing 100 kilos net. All the bags must be strong enough to stand rough handling and ocean transportation.

III. Translate the following sentences into English.

1. How will you pack the goods we ordered?
2. I’m afraid the carton is not strong enough for ocean transportation.
3. We will transfer your suggestions on packing to our supplier.
4. According to normal practice, the packing charge shall be borne by the buyer.
5. Do your nation’s customs have any special requirement and regulations on wooden packages?

IV. Judge whether the following statements are true or false.

1. Shipping marks will only appear on the outer packing of the cargos and nowhere else. (F)
2. “Carton 1/50” in the shipping mark means the goods are packed in 50 cartons and this carton is the first one. (T)
3. Generally, the full name of the importer, the name of the commodity will appear on the outer packing. (F)
4. For FCL (full container load), when the cargos are of the same type of packing, no shipping mark will be printed. (T)
5. Outer packing shall be of the smallest dimension and weight with sufficient protection of the goods. (T)

UNIT FOUR

Exercises
I. Judge whether the following statements are true or false.
1. International Chamber of Commerce initiated the Incoterms in 1936. (T)
2. Incoterms 2000 are applicable to all modes of transport. (F)
3. If you want to use Incoterms, you must specifically include them in your contract. (T)
4. Incoterms 2000 help determine how the title to the goods will be transferred. (T)
5. The incoterms in C group indicate an “arrival” contract. (F)
6. The incoterms in D group indicate a “shipment” contracts. (F)
7. The term “DDP VAT Unpaid” implies the seller pays for customs formalities and import duties, but does not pay for value added taxes. (F)
8. Under FOB, the seller shall provide the buyer with necessary information to obtain insurance. (T)
9. Under CIF, the seller assumes all risks of loss or damage to the goods until they have passed the ship’s rail at the port of destination. (T)
10. Incoterms 2000 are the only trade terms which can be used among sellers and buyers between China and U.S.A. (F)

II. Translate the following sentences into Chinese.
1. The seller must provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract.
2. The buyer must contract at his own expense for the carriage of the goods from the named port of shipment.
3. The seller must deliver the goods on the date or within the agreed period at the named port of shipment and in the manner customary at the port on board the vessel nominated by the buyer.
4. The buyer must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.
5. The seller must pay the costs and freight necessary to bring the goods to the named port of destination but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer.

UNIT FIVE

Exercises

I. Translate the following sentences into Chinese.
1. “Offer fresh potatoes, produced in Bangladesh Thailand, USD750.00 per M/T FOB Chittagong Port.”
2. We supply cashew nuts in bulk, US$800.00 per M/T FOB New York, USA.
3. There is no minimum order for each product in the catalogue, but an amount of USD200 for each order is requested, not including delivery cost, tax and VAT.
4. We offer 5% discount on the order above USD$1000 or more than 30 pieces per style/color/size, not including delivery cost, tax and VAT.
5. Quotations in a currency other than US dollar are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

Ⅰ. Calculation
1. The buyer from Hong Kong agrees to purchase from the seller in Shanghai 1,000 sets of tool kits at HK$80.00 per set CIF Hong Kong. The insurance is arranged to cover All Risks (Rate=0.5%) at 110% of the invoice value of the purchase. Work out how much it is in HK dollars CFR Hong Kong.
   
   \[ \begin{align*}
   & FOB = CIF - I - F \\
   & I = CIF \times (1 + 10\%) \times 0.5\% \\
   & F = 3 \\
   & FOB = 79.56
   \end{align*} \]

2. Convert US$ 50 per case CIF New York into CFRC5 New York. (The insurance is arranged to cover All Risks at 0.5% of 110% invoice value)
   
   \[ \begin{align*}
   & CFR = CIF - I \\
   & I = CIF \times (1 + 10\%) \times 0.5\% \\
   & = 50 \times (1 + 10\%) \times 0.5\% \\
   & = 0.275 \\
   & CFR = CIF - I \\
   & = 49.725 \\
   & CFRC5 = CFR \times (1 - 5\%) \\
   & = 52.34
   \end{align*} \]

Ⅲ. Find the mistakes in the following export quotation and try to correct them. The exporter is in China.
1. USD 400 per carton CIF USA
2. 6,500 Japanese Yen CIF3% Osaka
3. 80 dollars per dozen FOB London
4. 560 GBP CFRC Shanghai
5. 700 Euros FCA Amsterdam

1. USD 400 per carton CIF NEW YORK
2. 6500 Japanese Yen per M/T CIFC3% Osaka
3. 80 dollars per dozen FOB Shanghai
4. 560 GBP per set CFRC3% London
5. 700 Euros per set FCA Shenyang

UNIT SIX

Exercises

I. Explain the following terms in simple English and give their Chinese equivalents.

<table>
<thead>
<tr>
<th>English Term</th>
<th>Chinese Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>liner shipping</td>
<td>班轮运输</td>
</tr>
<tr>
<td>air transportation</td>
<td>航空运输</td>
</tr>
<tr>
<td>voyage charter</td>
<td>程租船</td>
</tr>
<tr>
<td>order bill of lading</td>
<td>指示提单</td>
</tr>
<tr>
<td>unclean bill of lading</td>
<td>不清洁提单</td>
</tr>
<tr>
<td>TEU</td>
<td>标箱</td>
</tr>
<tr>
<td>FCL</td>
<td>整箱货</td>
</tr>
<tr>
<td>consignor</td>
<td>发货人</td>
</tr>
<tr>
<td>FAK</td>
<td>包箱费</td>
</tr>
<tr>
<td>partial shipment</td>
<td>分批装运</td>
</tr>
</tbody>
</table>

II. Translate the following sentences into Chinese.

1. Shipment on or before Oct. 24th, 2008, with transshipment and partial shipments allowed.
2. Shipment is to be made within 30 days after receipt of the letter of credit and the letter of credit shall reach the seller no later than Sep.1, 2007.
3. Full set of clean on board ocean bill of lading made out to order and blank endorsed, marked “freight prepaid” and notify the applicant.
4. Forward’s bill of lading is acceptable.
5. In accordance with your request, we enclose one full set of copy documents including commercial invoice, packing list, survey report, and bill of lading for your clearance.
6. With reference to the goods of order No. 8765, we have booked shipping space on the COSCO Line.
7. The estimated time of departure of the vessel will be on December 15 and the estimated time of arrival will be on December 27.
8. Please deliver the consignment on time for joining the display in Singapore.
9. Because we need the goods urgently, we have to ask you to deliver them by air as soon as possible.
10. We regret to inform you that we can’t ship the goods as you instructed due to the shipping space unavailable.

1. 在2008年10月24日或之前装运，允许分批装运和转船运输。
2. 信用证不迟于2007年9月1日达到卖方，卖方收到信用证后30天内完成装运。
3. 全套清洁已装船海运提单，抬头为凭指示，空白背书，注明运费已付并通知信用证申请人。
4. 货代提单可以接受。
5. 按照你方的要求，我们随附全套单据副本，包括发票、装箱单、检验报告、提单供你方清关。
6. 对于号码为8765的订单下的货物，我们已经向COSCO订好了舱位。
7. 船舶预计开航时间为12月15日，预计达到时间为12月27日。
8. 请按时交运货物以方便参加新加坡的展览。
9. 因为我们急需这批货物，请通过空运尽快运输。
10. 我们遗憾地通知你们因为舱位紧张我们无法按你方的要求装运。

III. Translate the following sentences into English.
1. 你们出口设备通常采用哪种运输方式？
2. 因为铁路运输费用高，我们建议你们采取海运的方式。
3. 由于没有直达船只，我们只好安排海陆联运。
4. 货物一发出，我们就会给你们寄一份单据副本。
5. 为了便于准备货物，我们希望允许分批装运。
6. 我们订购的这批货物都是季节性商品，还是一次发运为好。
7. 由于目的港不是基本港，我们希望能够允许转船运输。
8. 在交货期前一个月，你们的信用证必须开到。
9. 十月份之前货物必须装船，否则我们就赶不上销售季节了。
10. 货物装运后请尽快把装船通知发给我们，以方便我们办理保险。

IV. Judge whether the following statements are true or false.
1. A house bill of lading is issued by the shipping company. (F)
2. An unclean bill of lading is usually not acceptable by the bank. (T)
3. A straight bill of lading can not be transferred. (T)
4. A stale bill of lading always refers to the bill of lading which is presented to the bank more than 21 days after its issuing date. (T)
5. International multi-modal transportation consists of at least two modes of transport. (T)
6. Seaway bill and airway bill are both documents of title. (F)
7. In liner shipping, there is demurrage and dispatch money. (F)
8. For FCL, box rate is usually used to express the freight of the cargo. (T)
9. The issuing date of the bill of lading shall be the same as the date when the cargo loading is finished. (T)
10. For sales concluded on the basis of CIF, the corresponding bill of lading shall be marked “freight to collect”. (F)

V. Calculation
An exporter in Fuzhou exports 100 cartons of green tea to an importer in Singapore. The basic rate is USD 80/freight ton, bunker adjust factor is 15%, the measurement of a carton is 0.075 cubic meter and the gross weight is 25kg, how much is the total freight?

F = fb + ∑S
Fb = 100 \times 0.075 \times 80 = 600

Surcharge = 600 \times 15\% = 90

F = Fb + \text{Surcharge} = (690 USD)

UNIT SEVEN

Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>Term</th>
<th>English</th>
<th>Chinese</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. natural calamity</td>
<td>自然灾害</td>
<td>自然灾害</td>
</tr>
<tr>
<td>2. fortuitous accidents</td>
<td>意外事故</td>
<td>意外事故</td>
</tr>
<tr>
<td>3. insured</td>
<td>被保险人</td>
<td>被保险人</td>
</tr>
<tr>
<td>4. insurer</td>
<td>保险人</td>
<td>保险人</td>
</tr>
<tr>
<td>5. premium</td>
<td>保险费</td>
<td>保险费</td>
</tr>
<tr>
<td>6. general average</td>
<td>共同海损</td>
<td>共同海损</td>
</tr>
<tr>
<td>7. particular average</td>
<td>单独海损</td>
<td>单独海损</td>
</tr>
<tr>
<td>8. exclusion</td>
<td>除外责任</td>
<td>除外责任</td>
</tr>
<tr>
<td>9. insurance policy</td>
<td>保险单</td>
<td>保险单</td>
</tr>
<tr>
<td>10. insurance coverage</td>
<td>保险险别</td>
<td>保险险别</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.

1. Under All Risks, the insurance company will make compensation for losses or damages caused by all kinds of risks. (F)
2. The risk of fresh water leakage is covered by W.P.A. (F)
3. Companies can insure their cargoes against Institute Cargo Clauses with P.I.C.C. (T)
4. According to China Insurance Clauses, special additional risks can not be covered alone. (T)
5. Under C.I.F., the seller is obliged to insure the goods against the minimum insurance coverage. (T)

III. Translate the following sentences into Chinese.

1. 保险申请人在大多数情况下也是被保险人，但有时不是。
2. 请尽快告知我们你们希望为货物防范的风险详情。
3. 我们的客户要求木箱必须用铁条加固并给货物投保偷窃险。
4. 因为三分之一的航程是热带地区，而且货物容易发霉，因此我们建议应该给货物投保发
UNIT EIGHT

Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>English Term</th>
<th>Chinese Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>documentary draft</td>
<td>跟单汇票</td>
</tr>
<tr>
<td>crossed check</td>
<td>划线支票</td>
</tr>
<tr>
<td>special endorsement</td>
<td>记名背书</td>
</tr>
<tr>
<td>dishonor</td>
<td>拒付</td>
</tr>
<tr>
<td>telegraphic transfer</td>
<td>电汇</td>
</tr>
<tr>
<td>D/A</td>
<td>承兑交单</td>
</tr>
<tr>
<td>D/P</td>
<td>付款交单</td>
</tr>
<tr>
<td>trust receipt</td>
<td>信托收据</td>
</tr>
<tr>
<td>factoring</td>
<td>保理</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.

1. Under L/C payment, the drawee of the corresponding bill of exchange is usually the issuing bank.  （T）
2. Dishonor of the bill of exchange just means the payer refuses to pay it.  （F）
3. The promissory note is generally issued in two copies.  （F）
4. The check is generally paid at sight.  （T）
5. For the exporter, D/P means more risks than D/A.  （F）
6. Collection is a kind of payment based on commercial credit.  （T）
7. A clean bill of exchange is a bill of exchange without any unfavorable remarks.  （T）
8. When the payment method is collection, the exporter will generally prefer CIF to FOB.  （T）
9. When issuing a check, the drawer shall be a depositor of the paying bank.  （T）
10. At present, telegraphic transfer is more widely used than mail transfer.  （T）

III. Translate the following sentences into Chinese.

1. After shipment being made, the Sellers shall send through their bank a sight draft on the
Buyers together with the shipping documents.

2. We enclose a cheque, value US$10000, in payment of the account for goods delivered on August 5th.

3. We have drawn on you this day a thirty days’ sight draft for the amount of Euro 20,000 in favor of Bank of China, Shanghai, dated December 20th.

4. The Buyers shall dully accept the documentary draft drawn by the Sellers at 30 days sight upon first presentation and make payment on maturity.

5. Bank of China (Hong Kong), as a member of the Factors Chain International (FCI), provides one-stop Factoring Services to meet your accounts receivable needs.

1. 装运完毕后，卖方应该通过银行寄出以买方为受票人的即期汇票和运输单据。
2. 我们随附一张金额为 1 万美元的支票来支付 8 月 5 日发运的货物。
3. 我们今天以你方为受票人开出一张金额为两万欧元，见票后 30 天付款的汇票，该汇票的收款人为中国银行上海分行，时间为 12 月 20 日。
4. 买方对卖方出具的见票后 30 天付款的跟单汇票于第一次提示时予以承兑，并在汇票到期日付款。
5. 中国银行 (香港) 作为国际保理协会的成员可以为你的应收帐款提供一站式的保理服务。

IV. Translate the following sentences into English.

1. We hope that you can accept D/P.
2. We hope that you can send us 100% of the proceeds by T/T before October 20th.
3. We want to arrange factoring for this transaction due to the increasing export payment risks resulting from economic crisis.
4. Our normal practice is that the buyer makes a 30% down payment after signing the contract and we will arrange shipment after receiving the down payment.
5. We generally do not accept collection for the initial transaction.

UNIT NINE

Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>English</th>
<th>Chinese</th>
</tr>
</thead>
<tbody>
<tr>
<td>documentary credit</td>
<td>跟单信用证</td>
</tr>
<tr>
<td>confirmed credit</td>
<td>保兑信用证</td>
</tr>
<tr>
<td>negotiation bank</td>
<td>议付银行</td>
</tr>
<tr>
<td>advising bank</td>
<td>通知行</td>
</tr>
<tr>
<td>beneficiary of credit</td>
<td>信用证受益人</td>
</tr>
<tr>
<td>discrepancy</td>
<td>不符点</td>
</tr>
<tr>
<td>transferable credit</td>
<td>可转让信用证</td>
</tr>
<tr>
<td>usance credit</td>
<td>远期信用证</td>
</tr>
<tr>
<td>SWIFT credit</td>
<td>SWIFT 信用证</td>
</tr>
<tr>
<td>reimbursement</td>
<td>偿付</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.
1. Letter of credit is a payment method based on commercial credit. (F)
2. According to UCP600, any credit is an irrevocable letter of credit. (T)
3. The advising bank is usually in the country of the L/C applicant. (F)
4. An open negotiation L/C means the L/C can be negotiated with any bank. (T)
5. The documents presented for negotiation must be strictly in conformity with the L/C. (T)
6. Under L/C payment, the issuing bank will examine the goods to see whether they conform to the L/C or not. (F)
7. When the issuing bank has made payment under confirmed L/C, it still has the right of recourse to the beneficiary. (F)
8. When applying for a letter of credit, the applicant must pay the issuing bank 100% of the L/C amount as collateral. (F)
9. Brief cable L/C is not regarded as an operative credit instrument. (T)
10. Nowadays, the L/C is mostly opened by air mail. (F)

III. Translate the following sentences into Chinese.
1. Signed commercial invoice in 5 copies indicating this L/C No. and contract No. and shipping mark.
2. Insurance policy/certificate in duplicate blank endorsed for 110% of CIP value, showing claims payable at destination in same currency of the draft covering All Risks and War Risks as per ocean marine cargo clause of the People’s Insurance Company of China dated 1/1/1981.
3. Full set plus 1 non-negotiable clean on board marine bills of lading made out to the order of E. Sun Commercial Bank Ltd. Notifying applicant marked “Freight Prepaid”.
4. A discrepancy fee of USD 50.00 or equivalent will be deducted from proceeds of discrepant documents.
5. All other bank charges, except establishing bank charges, are for account of the beneficiary.
6. Inspection certificate issued by the applicant whose signature must comply with that on his passport.
7. This credit is not operative only after having obtained the import license and in any case only after our telex advice to you.
8. This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 revision).
9. Documents must be presented at place of expiration no later than 10 days after date of shipment and within documentary credit validity.
10. We open this Letter of Credit by order of ABC Company, Vancouver for a sum not exceeding 50,000 USD (SAY US DOLLARS FIFTY THOUSAND ONLY) available by drafts drawn on us at sight.
4. 对于任意一个不符点，将从货款中扣除 50 美元不符点费。
5. 除了开证行的费用外，所有其他银行的费用都由受益人支付。
6. 由信用证申请人开出的检验证书上的签名必须与其护照上的签名保持一致。
7. 本信用证只有在我方获得进口许可证并且必须在我方电传通知你方后才可以生效。
8. 本信用证遵循跟单信用证统一惯例（2007 年版）的规定。
9. 所有单据必须在装船后 10 天之内并在信用证有效期内于信用证到期地提交。
10. 我们根据温哥华 ABC 公司的要求开出本信用证，其金额不超过 50 000 美元，该信用证
    凭受票人为我们的即期汇票付款。

IV. Translate the following sentences into English.
1. 我希望你们能在收到我方信用证后马上发货。
2. 货价的 50%用信用证方式支付，其余用付款交单的方式如何。
3. 信用证应该保持在装船后 15 内有效。
4. 请在信用证上注明“信用证在中国议付有效”
5. 如果采用信用证来支付，你们能否给我们一些折让。

1. We hope that you can make shipment immediately after receiving our letter of credit.
2. How about 50% of the payment is to be made by L/C and the rest by D/P?
3. The L/C shall remain valid until 15 days after shipment.
4. The L/C must bear “the letter of credit is available by negotiation in China.”
5. We can grant you some discount if you make payment by L/C.

UNIT TEN

Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>English Term</th>
<th>Chinese Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>shipping quality</td>
<td>离岸质量</td>
</tr>
<tr>
<td>landed quality</td>
<td>到岸质量</td>
</tr>
<tr>
<td>inspection certificate</td>
<td>检验证书</td>
</tr>
<tr>
<td>claim</td>
<td>索赔</td>
</tr>
<tr>
<td>fundamental breach of contract</td>
<td>根本性违约</td>
</tr>
<tr>
<td>force majeure</td>
<td>不可抗力</td>
</tr>
<tr>
<td>litigation</td>
<td>诉讼</td>
</tr>
<tr>
<td>conciliation</td>
<td>协商</td>
</tr>
<tr>
<td>arbitration award</td>
<td>仲裁结果</td>
</tr>
<tr>
<td>S.G.S</td>
<td>瑞士日内瓦通用鉴定公司</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.

1. The best method of solving dispute in international trade is litigation.  （F）
2. Under the inspection mode of Landed Quality and Quantity, the quality and quantity at the
   port of destination shall govern.  （T）
3. In case of force majeure, the contract shall be terminated.  （F）
4. If either of the two parties is not satisfied with the result of arbitration, the two parties may
   further solve the dispute through litigation.  （F）
5. The arbitration rules and procedural laws of the country where the arbitration is carried out
will be chosen as the rules and laws for arbitration. （T）

III. Translate the following sentences into Chinese.
1. We regret to inform you that there fifteen cartons damaged when your goods reached here and it was apparently caused by your bad packing.
2. The goods under L/C No. ***have been received, however, we regret to inform you that their quality is not the same as that of original sample.
3. After we carefully checked the record in QC and Packing Dept., we conclude that the goods left here in good condition, so we think the damage must have happened during transit.
4. The delay in your shipping the goods under order No.83/176 has resulted in our suffering great losses, please advise us of your solution.
5. The certificate should indicate that inspection had been carried out just before loading.
6. Pre-shipment inspection report shall be issued and signed by Mr. Fred Qiu., our importing agent.
7. The sellers shall not be held responsible for late delivery or non-delivery of the goods owing to the generally recognized force majeure causes.
8. The arbitral award is final and binding upon both parties.
9. Any dispute arising out of or in connection with the Contract shall be finally settled by arbitration without recourse to Courts.
10. Having received your letter complaining about the package, regarding this matter, we will allow you a 10% discount as compensation.

1. 我们非常遗憾地通知你们我们收到的货物中有15箱货物受到损坏,很显然这是因为你们包装不良造成的。
2. 我们已经收到了号码为****的信用证项下的货物,但是我们遗憾地通知你们货物的质量与样品质量不符合。
3. 我们通过检查质量控制和包装部门的记录确认该批货物在发运时状态完好,因此我们认为损害是在运输途中发生的。
4. 由于你们延误了号码为No.83/176的订单项下货物的运输,给我们造成了巨大损失,我们希望你们尽快通知我们解决方案。
5. 检验证书上必须显示检验在装船之前进行。
6. 装船前检验报告必须由我方的进口代理Fred Qiu出具和签署。
7. 卖方对于由于公认的不可抗力原因造成的延迟交货或无法交货不负责任。
8. 仲裁结果是终局性的而且对双方均有约束力。
9. 任何因本合同或与本合同相关的争议应该通过仲裁解决而不得诉诸法律。
10. 我们已经收到你方关于包装的投诉,我们将给予你方10%的折扣作为赔偿。

IV. Translate the following sentences into English.
1. There is a 30 M/T difference between the landed weight and the invoiced weight.
2. This inspection report was issued by a very famous notary party in London.
3. We are not liable to any loss caused during transportation.
4. The color of the goods delivered is a little different from that of the sample.
5. We hope the arbitration place can be in the importing country.

UNIT ELEVEN

Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>1. firm offer</th>
<th>实盘</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. counter offer</td>
<td>还盘</td>
</tr>
<tr>
<td>3. acceptance</td>
<td>接受</td>
</tr>
<tr>
<td>4. sales contract</td>
<td>销售合同</td>
</tr>
<tr>
<td>5. sales confirmation</td>
<td>销售确认书</td>
</tr>
<tr>
<td>6. revocation of the offer</td>
<td>发盘的撤消</td>
</tr>
<tr>
<td>7. valid period</td>
<td>有效期</td>
</tr>
<tr>
<td>8. late acceptance</td>
<td>逾期接受</td>
</tr>
<tr>
<td>9. general terms and conditions of contract</td>
<td>合同的一般交易条款</td>
</tr>
<tr>
<td>10. contract performance</td>
<td>合同履行</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.

1. An inquiry is binding upon its maker. （F）
2. An offer can only be made by the exporter and an acceptance must be made by the importer. （F）
3. The negotiation process of a sales contract must go through all the four steps: inquiry, offer, counter offer and acceptance. （F）
4. An offer must specify the time of validity, otherwise it is not effective. （T）
5. According to United Nations Convention on Contracts for the International Sale of Goods, the acceptance shall reach the offeror to take effect. （T）
6. Late acceptance is not effective in any case. （F）
7. Counter offer can be interpreted as a new offer and a rejection to the original offer as well. （T）
8. The public offer, such as advertisements, catalogues and promotion brochures can only be regarded as invitation for offer instead of offer. （T）
10. Acceptance can only be evidenced by statement. （F）

III. Translate the following sentences into Chinese.

1. We have heard from the CCPIT Shanghai that you are a leading company of plastic water pipes.
2. We visited your stand at the computer exhibition in Tokyo last month and we are very interested in your display of high definition computer monitors.
3. We would appreciate it if you could send some samples of the material required so that we can examine the texture and quality.
4. If you can supply this type and the quality can meet our requirements, we will place you regular orders in large quantities.
5. Provided you can offer favorable quotations, and guarantee delivery within four weeks from receipt of order, we will place regular orders with you.
6. Thank you for your inquiry dated November 12th, 2000 about your interest in our plastic bottles.
7. We offer you the product at a very special low price of USD 26 on condition that you place us an order exceeding 5,000 pieces.
8. Your quoted price is higher than those of others, if you do not reduce your price, we won’t place any order with you.
9. It is impossible for us to keep our offer open for over a month due to the instability of raw material cost.
10. Although we appreciate the goods quality of your products, we found that your prices appear to be on the high side.

1. We offer you the product at a very special low price of USD 26 on condition that you place us an order exceeding 5,000 pieces.
2. Your quoted price is higher than those of others, if you do not reduce your price, we won’t place any order with you.
3. It is impossible for us to keep our offer open for over a month due to the instability of raw material cost.
4. Although we appreciate the goods quality of your products, we found that your prices appear to be on the high side.

IV. Translate the following sentences into English.
1. The quantity we order depends on your price to a large extent.
2. Our price is reasonable compared with the international market price.
3. Which type do you want to order?
4. We hope to establish long term cooperation with you.
5. We have to adjust the price due to the increased price of fuel.
Exercises

I. Please explain the following terms in simple English and translate them into Chinese.

<table>
<thead>
<tr>
<th>English Term</th>
<th>Chinese Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>L/C amendment</td>
<td>信用证修改</td>
</tr>
<tr>
<td>hold booking</td>
<td>订舱</td>
</tr>
<tr>
<td>dispute settlement</td>
<td>解决争议</td>
</tr>
<tr>
<td>commercial invoice</td>
<td>商业发票</td>
</tr>
<tr>
<td>GSP Form A</td>
<td>普惠制产地证</td>
</tr>
<tr>
<td>shipping order</td>
<td>装货单</td>
</tr>
<tr>
<td>packing list</td>
<td>装箱单</td>
</tr>
<tr>
<td>customs declaration</td>
<td>报关</td>
</tr>
<tr>
<td>contract performance</td>
<td>合同履行</td>
</tr>
<tr>
<td>certificate of origin</td>
<td>原产地证书</td>
</tr>
<tr>
<td>hold booking</td>
<td>订舱</td>
</tr>
</tbody>
</table>

II. Judge whether the following statements are true or false.

1. Under payment by L/C, all the documents shall be presented to the negotiation bank before the L/C expiry date. (T)
2. In China, the GSP Form A is issued by China Council for the Promotion of International Trade. (F)
3. Under collection, the drawee of the bill of exchange in export and import is the importer. (T)
4. Without import license, goods can not be imported into China. (F)
5. One purpose of the certificate of origin is for the importing nation to impose discriminating trade policies on goods from different nations. (T)

III. Translate the following sentences into Chinese.

1. We hereby inform you that the following shipment is effected by us, please arrange insurance concerned.
2. We regret to inform you that we can’t ship the goods as you instructed due to shipping space unavailable.
3. Enclose please find a set of non-negotiable shipping documents to evidence the dispatch of this consignment.
4. Please pay us the balance of USD 3,000 by telegraphic transfer before the 15th of December.
5. As settlement of this amount is more than 50 days overdue, we would of course welcome an early payment, but, if anything has gone wrong, please write us promptly.

IV. Translate the following sentences into English.

1. For the purpose of saving import duties, you can apply for a普惠制产地证.
2. You must provide领事发票而不是一般的商业发票才能清关。
3. We will immediately send you the shipping notification after the goods are shipped.
4. You need to carefully prepare the documents according to the credit requirements, otherwise you will easily receive the rejection.
5. The latest declaration time for these goods is 12月23日.
1. It is advisable for you to apply for a GSP Form A to save the cost of import duty.
2. You must provide consular invoice instead of commercial invoice for customs clearance.
3. We will fax you the shipping advice soon after we ship the goods.
4. You shall make and prepare the documents according to the L/C otherwise they will be easily refused by the issuing bank.
5. The latest date of customs declaration for these goods is December 23.