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АМУРСКИЙ ГОСУДАРСТВЕННЫЙ УНИВЕРСИТЕТ
Факультет международных отношений

Перевод деловой корреспонденции

**Благовещенск
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Министерство науки и высшего образования РФ
Федеральное государственное бюджетное образовательное учреждение
высшего образования
АМУРСКИЙ ГОСУДАРСТВЕННЫЙ УНИВЕРСИТЕТ
(ФГБОУ ВО "АмГУ")

Перевод деловой корреспонденции

Учебное пособие

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Данное учебное пособие предназначено для студентов старших курсов факультета международных отношений и ставит своей целью ознакомить их с различными видами деловых писем и способами их перевода.

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ВВЕДЕНИЕ

Цель настоящего пособия – ознакомить студентов с существующими в современной англоязычной практике видами деловых писем, сформировать определенный лексический запас, позволяющий переводить деловую корреспонденцию с английского языка на русский и с русского на английский.

Пособие представлено несколькими разделами и приложением. Каждый раздел включает в себя ряд писем определенной тематики, список слов, необходимых для корректного понимания корреспонденции и ряд упражнений, направленных на формирование навыков перевода.

В приложении приведена дополнительная информация, раскрывающая понятия основных экономических терминов, принятых в международной практике.

Данное пособие предназначено для студентов факультета международных отношений, обучающихся по направлениям 45.03.02 Лингвистика, 41.03.01 Зарубежное регионоведение, 38.05.02 Таможенное дело.

ENQUIRIES

An **enquiry** or **inquiry** is a request for information. Most letters of enquiries are short and simple. Many companies have adopted the practice of sending printed **enquiry forms**. The writer of an enquiry states briefly and clearly what he is interested in, and this is all the receiver of the letter needs to know.

All letters of enquiry can be subdivided into **first enquiry** and **non-first enquiry** letters. A first enquiry is a letter sent to a **supplier** with whom you have not previously done business with. It should include:

1) A brief mention of how you obtained potential supplier's name. Your source may be **an embassy, consulate, a trade fair or chamber of commerce**. You may have seen **the goods in question** at an exhibition or trade fair. You may be writing as the result of a recommendation from your **business associate**, or on the basis of an advertisement in the daily, weekly or **trade press**.

2) Some indication of the demand in your place for the goods which the supplier deals in.

3) Details of what you would like the supplier to send you. You may be interested in **a catalogue, a price list, discounts, methods of payment, delivery times, samples etc.**

4) A closing sentence to round off the enquiry. Usually a simple 'thank you' is sufficient to close an inquiry. But you can mention that **a prompt reply would be appreciated**.

ENQUIRY 1

London, April 5, 2017

E Fowler & Co.Ltd.

15 Moonlight Rd

Manchester

Great Britain

Dear Sirs,

We were greatly impressed by the selection of gardening tools displayed on your stand at the Gardening Exhibition held in London last week.

We are a large store in the centre of London with a number of outlets all over the country and we would like to know more about your manufactures.

We shall be obliged if you will send us your up-to-date catalogues and price-lists quoting your best prices and most favourable terms of payment.

We look forward to hearing from you soon.

Yours faithfully,

L Slocum (Mrs)

selection	выбор, подбор; набор, ассортимент ◆ to select sth – выбирать что-либо
to display sth	показывать что-либо, выставлять что-либо SYN: to exhibit sth
stand	стенд, выставочная витрина ◆ on the stand – на стенде
exhibition	выставка ◆ at the exhibition – на выставке
outlet	торговая точка; отделение фирмы SYN: point of sale
to quote a price	назначить цену ◆ to quote terms – назначать условия ◆ to quote for sth – назначить цену на что-либо
manufactures	изделия, продукты

ENQUIRY 2

London, October 10, 2017

SuperFurniture Ltd.

19 Bee Rd

Manchester

UK

Dear Sirs,

We have seen your advertisement in the July edition of “Furniture & Office Equipment” and it interested us greatly.

Our bank is opening new branches in Manchester and Leeds and we will require office furniture and equipment urgently.

We are inclined to place a considerable order with your company and therefore would expect a quantity discount off list prices, and our terms of payment are normally payment for collection or as a special concession on our part by Letter of Credit.

We shall appreciate it if you will send us your brochures, prospectuses and catalogues in duplicate.

We hope to hear from you soon.

Yours faithfully,

E. Lacombe

advertisement (for sth)	рекламное объявление (о чем-либо), ad, advert
branch	филиал, отделение (особ. банка)
urgently	срочно, немедленно SYN: promptly, immediately, at once
to be inclined to do sth	быть склонным/расположенным или намереваться сделать что-либо
to place an order with sb	разместить заказ у кого-либо

considerable	значительный, крупный SYN: large, substantial
discount	скидка SYN: allowance ♦ discount of 5 per cent from/off/on the price – скидка в 5% с цены ♦ to grant/allow/give a discount – дать скидку
list price	прейскурантная цена
payment for collection	платеж на инкассо (получение, передача и предъявление для платежа платежных документов инкассирующим банком для клиента и последующее направление денежных средств на счет этого клиента)
concession	уступка ♦ concession on the price – скидка с цены ♦ concession on sb's part – уступка с чьей-либо стороны ♦ to make a concession – идти на уступку
Letter of credit	аккредитив, аккредитивное письмо, кредитное письмо (письмо, адресованное одним банком другому, в котором содержится указание выплатить лицу, указанному в письме, определенную сумму денег при определенных оговоренных условиях) ♦ to open / establish a Letter of Credit – открывать аккредитив
brochure	брошюра; проспект SYN : leaflet; booklet; prospectus
prospectus	проспект; брошюра SYN: leaflet; booklet; prospectus
in duplicate	в двух экземплярах SYN: in two copies ♦ in triplicate – в трех экземплярах

ENQUIRY 3

Moscow, November 15, 2017

Fish & Fish Products Ltd.

15 Cornflower St.

Leeds

Great Britain

Dear Sirs,

We represent a chain of restaurants and cafeterias in Russia and are looking for a company engaged in the export of fish and fish products. The Chamber of Commerce of Russia has informed us of your address.

We are interested in tinned fish for shipment in equal lots at regular intervals during the next five months. We are ready to pay 50% by an irrevocable Letter of Credit.

We should be obliged to you if you would send us an offer for these goods stating the price of each item separately.

Your early reply will be very much appreciated.

Yours faithfully,

A. Smirnov

chain	сеть (магазинов, ресторанов и пр.)
to be engaged in sth / doing sth	заниматься чем-либо
Chamber of Commerce	Торговая палата
tinned fish	рыбные консервы AmEn: canned fish
shipment	поставка
in equal lots	равными партиями
at regular intervals	через равные промежутки времени
irrevocable	безотзывный ◆ irrevocable Letter of Credit – безотзывный аккредитив

offer	коммерческое предложение, оферта SYN: quotation ♦ offer for the goods – оферта на товары
item	статья (в счете, балансе и пр.); пункт; позиция; параграф; статья (экспорта, импорта); вид товара ♦ to state the price of each item separately – указывать цену каждой позиции отдельно

ENQUIRY 4

Glasgow, December 17, 2017

The Manchester Engineering Co.

15, Winston St.

Manchester

Great Britain

Medical Instruments

Dear Sirs,

We are regular buyers of Medical Equipment and Instruments on your market.

At the annual fair last month we saw your instruments and got some publications covering the latest models. We applied to the Chamber of Commerce and found out your address.

We have read your ad published in the “Medicine” journal and learnt that your list prices have been reduced by 5%. Taking into account your advanced technology and attractive prices we would ask you to send us further data concerning your terms of payment and delivery as well as technical documentation.

We hope your prices as well as terms and conditions will be competitive and look forward to placing an order with you.

We trust you will make every effort to meet our particular requirements.

Yours faithfully,

S. Grey

fair	ярмарка ◆ at the fair – на ярмарке
to apply to sb	обратиться к кому-либо
to reduce the price	снизить цену ◆ to reduce the price by 5 per cent – снижать цену на 5% ◆ to reduce the price to \$50 – снижать цену до 50 долларов
advanced technology	передовая технология
data (pl)	данные; информация
competitive	конкурентоспособный
to meet requirements	удовлетворять требования SYN : to satisfy requirements

WRITTEN PATTERNS

1. We should be obliged to you Мы будем признательны/благодарны Вам...
2. ...therefore... ...следовательно...
3. Your early reply will be very much appreciated Мы будем признательны за Ваш немедленный ответ
4. We trust you will make every effort to meet our particular requirements Мы надеемся, что Вы сделаете все возможное, чтобы выполнить наши требования.

Ex.1. Find the English equivalents in the enquiries.

Рекламное объявление в июльском номере; разместить заказ в компании; предоставить скидку; платить аккредитивом; равными партиями; через равные промежутки времени; уступка с чьей-либо стороны; срочно нуждаться в чем-либо, выслать предложение на что-либо, заниматься экспортом; указать цену каждой позиции отдельно; брошюры и проспекты в двух экземплярах; крупный магазин с целым рядом торговых точек по стране; обратиться в Торговую палату; на ежегодной выставке; передовая технология; на рынке; информация относительно условий платежа.

Ex.2. Fill in the blanks with one of the following words. Mind your grammar.

in equal lots; advanced technology; to make every effort; regular buyers; outlet;
by an irrevocable Letter of Credit; concession; to place; selection; competitive (2);
to apply to; in duplicate; for collection; to find out

1. We are going ___ a considerable order with your company.
2. We trust you will ___ to meet our particular requirements.
3. We should appreciate it if you would send us your brochures ___.
4. As a ___ on our part we are ready to pay 50% in cash.
5. We have seen the ___ of your medical instruments displayed on your stand at the exhibition held in London last week.
6. We applied to the Chamber of Commerce and ___ your address.
7. They are interested in shipment ___ within the next six months.
8. We hope that your prices and terms of payment will be ___.
9. We are ___ of Medical Equipment and Instruments on your market.
10. The company ___ the Chamber of Commerce for information.
11. We have a number of ___ all over the country.
12. If your prices and terms of payment are ___ we will place a substantial order with you.
13. Our terms of payment are payment ___.
14. Taking into account your ___ and attractive prices we would ask you to send us further data concerning your terms of payment and delivery as well as technical documentation.
15. We are ready to pay the balance ___.

Ex.3. Translate from Russian into English

Запрос 1

Уважаемые господа!

Мы прочитали Ваше рекламное объявление в журнале “Медицина сегодня”, и оно заинтересовало нас в огромной степени.

Мы – известная клиника, занимающаяся микрохирургией (microsurgery) глаза, и мы бы хотели приобрести у Вас медицинское оборудование с поставкой в декабре.

Мы готовы разместить у Вас крупный заказ, и поэтому хотели получить всю информацию, касающихся скидок с преysкурантных цен.

Мы были бы также Вам признательны, если бы выслали нам Ваши каталоги, брошюры и проспекты в двух экземплярах.

Надеемся на получение Вашего скорейшего ответа.

С уважением,

А.И. Петров

Запрос 2

Уважаемые господа!

В прошлом месяце мы посетили выставку садового инвентаря, проводимую ежегодно в Гамбурге. На нас огромное впечатление произвели изделия, представленные на Вашем стенде.

Мы представляем сеть супермаркетов по всей стране, и хотели бы, чтобы Вы направили нам Ваше предложение с разбивкой общей цены по позициям.

Наши обычные условия платежа – на инкассо, или мы могли пойти Вам навстречу и оплатить часть товара наличными.

Мы очень заинтересованы в Вашей продукции и надеемся на развитие сотрудничества в будущем.

С интересом ожидаем Вашего ответа.

Менеджер по продажам,

Т. Браун

Ex.4. Make up letters according to the situations.

Assignment 1

Вы представляете крупный магазин звукозаписи (record shop) и хотели бы знать больше о дисках и кассетах, упомянутых в рекламном объявлении в журнале “Hi Fi News”.

Вы хотели бы получить брошюры и проспекты, содержащие детальную информацию по этим товарам, а также выяснить какие условия платежа предпочитает поставщик.

Assignment 2

Вы планируете открыть новое отделение вашего банка, и поэтому Вас заинтересовала продукция фирмы “Clock & Watch”, представленная на выставке, проходившей на прошлой неделе в Цюрихе.

Вы хотели бы приобрести партию настенных часов для оборудования офисов. Вас интересуют скидки, а также возможность поставки изделий равными партиями до октября этого года.

OFFERS

A reply to an enquiry from the regular customer is normally fairly brief and does not need to be more than polite and direct. If the supplier is in a position to meet the potential buyer's requirements, his reply will be as follows:

1) Thank the writer of the letter of enquiry for the letter in question. Mention the prospective customer's name. If the customer signs the letter Mr. J. White, then begin Dear Mr. White, not Dear Sir, which indicates that you have not bothered to remember the enquirer's name.

2) Supply all the information requested. Let the enquirers know as soon as possible if you have the product or can provide the service they are enquiring about. It is irritating to read a long letter only to find that you cannot help.

3) Encourage or persuade your prospective customer to do business with you. It means that a simple answer that you have the goods in stock is not enough. Mention one or two selling points of your product, including any guarantee you can offer.

4) Provided you do not have what the enquirer asked for but have an alternative, offer it to him. Never criticize the product he originally asked for.

5) If you may not be able to handle the order, then refer him, if possible, elsewhere.

6) Make sure that you enclose current catalogues and price-lists if you are sending them. If your prices are subject to change, then let your potential customer know about this. It is not so good policy to suddenly send a letter telling him that the prices have been increased by 5% after you have quoted a firm price.

7) Certain products such as heavy equipment and machinery may need demonstrating. In these cases the company might send an adviser or representative if equipment is to be installed. The customers could, however, suggest that they send their representatives and experts. 8) Thank the customer for writing to your company. If have not done it at the beginning of the letter, you can do so at the end. You should also encourage further enquiries.

If the buyer is satisfied with the terms of the seller's offer, he may then place an order. Large companies as a rule use for ordering printed official order form, which has a date, and a reference number that should be quoted in any correspondence which refers to the order. The advantages of order forms are quite obvious: they are prenumbered and therefore reference is easy, besides printed headings ensure that no information will be omitted. On the back of such forms one can usually find general conditions under which orders are placed. Reference to these conditions must be made on the front, otherwise the supplier is not legally bound by them. A specimen of one of the orders is given below.

OFFER 1

London, 28th November 2017

United Textiles Inc.

55 Broad Street

New York 15, NY

USA

Dear Sirs,

We thank you for your enquiry dated November 25th for textiles of our manufacture.

We offer you printed cotton cloth (набивная хлопчатобумажная ткань) equal to any sample you might select.

Besides, should you so desire, you can buy different kinds of woolen textiles, produced at our factory in Manchester.

As for prices as well as terms and conditions you will find them stated herein.

QUALITY: up to 20,000 m of any fabric.

QUALITY: equal to sample, in full accordance with government safety standards.

PRICES: as per Price-List No. 3a enclosed herewith.

DISCOUNTS: if the quantity is over 20,000 m, the price is subject to 5 per cent discount. Further are granted subject to special agreement.

TERMS OF PAYMENT: 5 per cent in advance; 60 per cent by a Letter of Credit; the balance of 35 per cent by drafts.

TERMS OF DELIVERY: within 4 weeks of the acceptance.

All other terms and conditions are stated in the enclosed copy of the General Conditions which form an integral part of our sales contracts. This offer is subject to the goods being unsold upon receipt of your reply.

We hope to hear from you soon. Please, acknowledge receipt.

Yours faithfully,

John Wright

Sales Manager

equal to any sample	в соответствии с образцом
should you so desire	по Вашему желанию; если Вы (за) хотите
safety standards	стандарты безопасности
advance (payment)	аванс; предоплата ◆ to pay in advance – платить авансом
balance	остаток; сальдо ◆ balance of 40 per cent – остаток в 40%
draft	тратта; переводной вексель (безусловный приказ лицу, на которое выставлен вексель, выплатить предъявителю векселя определенную сумму) SYN: bill of exchange ◆ payment by draft – платеж траттой
acceptance	акцепт; принятие (предложения) ◆ to be open for acceptance – быть открытым для акцепта (о предложении)
General Conditions	Общие условия
to form an integral part of sth	составлять неотъемлемую часть чего-либо SYN: to constitute an integral part of sth
herein	здесь
herewith	настоящим, к настоящему

OFFER 2

Moscow, September 8, 2017

Pilkington Bros. Ltd.

40 Cannon Street

London, EC, UK

Dear Sirs,

Smith & Co., who have been doing business with us for at least 5 years past, have advised us that you will probably be replenishing your stocks of Caviar and tinned fish in the near future.

We have been in the business for 20 years and are proud of rich experience in producing delicious tinned products. At present we can offer you without obligation on our part 600 kg of Barrelled Caviar of Russian origin of 20... preparation.

We can supply you with Caviar in equal lots of 100 kg at regular intervals during the year. In addition to Barrelled Caviar, we offer Tinned Caviar with delivery during the year.

If you are interested in tinned fish, a wide range of which is produced by our company, please, let us know. Our full export price-list is enclosed herewith.

The grade of Caviar on the offer has always been sold very well in Britain, and the prices quoted for bulk purchase will enable you to sell it at highly competitive prices while obtaining a good margin of profit.

We will be pleased to supply you with first order against settlement within 30 days of date of invoice, and with 2.5% discount. Immediate shipment is guaranteed.

We advise you to place your order promptly, since we expect considerable response from other foreign customers to this special offer. This offer is subject to prior sale.

Yours faithfully,

B.A. Novikov

Vice-President

Encl.

to do business with sb	торговать с кем либо SYN: to conduct trade with sb
advise	сообщать, уведомлять
to replenish stocks with sth	пополнять (товарные) запасы чем-либо
without obligation	без (каких-либо) обязательств VARIANT: without engagement ◆ We offer you without obligation...– Мы предлагаем Вам без обязательств...
to be of 20... preparation	быть 20...г. приготовления; быть 20...г. выработки (о консервах) ◆ Tinned fruit 20... preparation – Фруктовые консервы 20... года выработки
goods on the offer	предлагаемые или продаваемые товары
bulk purchase	массовая закупка; централизованная закупка; закупка всего товарного запаса VARIANT: bulk buying
to enable sb do sth	давать кому-либо возможность / право сделать что-либо
competitive price	конкурентоспособная цена ◆ at highly competitive prices – по высококонкурентоспособным ценам
to obtain a good margin of profit	получать хорошую прибыль (при торговле в розницу)
to supply sb with sth	поставлять кому-либо что-либо VARIANT: to supply sth to sb SYN: to deliver sth to sb
against settlement	после оплаты
invoice	счет-фактура
to guarantee sb with sth	гарантировать что-либо
response from sb to sth	реакция с чьей-либо стороны на что-либо; отклик ◆ response from our clients to this special offer – отклик клиентов на это специальное предложение

OFFER 3

April 9, 2017

CIECH

Marszalkowska 5

Warszawa

Poland

Dear Sirs,

We thank you for your enquiry of April 3 and are pleased to inform you that our agents in Warsaw hold stocks of all our products.

Details of our export prices and terms of payment are attached hereto, and we have arranged for a copy of our catalogue to be sent to you today. We would be happy to discuss discounts with you if you would kindly let us know how large your orders are likely to be.

We highly appreciate your interest in our products and look forward to the opportunity of doing business with you.

Faithfully yours,

D. Jones

Encl.

agent	агент; представитель
to hold stocks of sth	иметь запас какого-либо товара VARIANT: to keep stocks of sth
details of	Подробная информация
hereto	к настоящему, к этому
to arrange for sth to be done	организовать, чтобы что-то было сделано

OFFER 4

August 14, 2017

15 High Street

Glasgow

Scotland

Dear Sirs,

We acknowledge receipt of your enquiry of August 8. Please accept our apologies for the delay in sending a reply to your letter as we were so overloaded with orders from most of our regular customers that we failed to keep pace with the demand.

Now we face a problem of overstocking as two weeks ago we were suddenly flooded with urgent last-minute orders. We must ask you, therefore, to give the enclosed special price-list your immediate attention. To encourage all customers to lay in good stock we are prepared to offer a trade discount of 4 per cent. All orders over \$500 received before 1st September are subject to the discount in question.

Faithfully yours,

Kate Robinson (Miss)

to be overloaded with orders	быть перегруженным заказами SYN: to be flooded with orders; to be under pressure of orders
to keep pace with the demand	удовлетворять спрос в достаточном количестве; быть достаточным для удовлетворения спроса
overstocking	избыток товарных запасов; создание избыточных товарных запасов

to be flooded with orders	быть перегруженным заказами SYN: to be overloaded with orders; to be under pressure of orders
to encourage sb to do sth	стимулировать или поощрять кого-либо делать что-либо SYN: to spur, to stimulate
to lay in stocks	создавать товарные запасы

OFFER 5

New York 4th January 2017

Finlay & Murrey Ltd.

4 Finsbury Square

London, EC2

England

Dear Sirs,

As a result of the favourable supply situation we are able to offer you firm for immediate delivery our chemical products as per specification enclosed.

Prices are subject to variant without notice, in accordance with market fluctuations. If you buy over 5,000 packs, we can offer you a discount of 5 per cent on list prices.

Please let us have you order by 31st January, as the price concession will not apply after that date. Our terms of payment are against invoice.

We look forward with pleasure to serving you.

Faithfully yours,

Peter Gordon

to offer sb sth firm	предлагать кому-либо что-либо на твердых условиях (о коммерческом предложении)
----------------------	--

market fluctuations	изменения рыночной конъюнктуры
pack	пакет; пачка; кипа
to apply a price concession	делать скидку с цены
payment on invoice	оплата против счета-фактуры SYN: payment against invoice 1

WRITTEN PATTERNS

1. Should you so desire... По Вашему желанию или просьбе...
/ Если Вы захотите ...
2. This offer is subject to the goods being unsold upon receipt of your reply Эта оферта действительна при условии, если товар не будет продан до получения Вашего ответа.
3. We can offer you without obligation on our part... Мы можем предложить Вам без обязательств с нашей стороны.
4. We expect considerable response from ...customers to this special offer. Мы ожидаем большой отклик со стороны... клиентов на это специальное предложение.
5. This offer is subject to prior sale. Эта оферта действительна, если товар не будет продан до получения Вашего ответа.
6. We have arranged for a copy of our catalogue to be sent to you. Мы организовали отправку Вам копии нашего каталога.
7. We highly appreciate your interest in ... Мы высоко ценим Ваш интерес к ...
8. We face a problem of overstocking ... Перед нами стоит проблема излишков товарных запасов.
9. Prices are subject to variation without notice. Цены могут быть изменены без уведомления.

Ex.1. Find in the letters English equivalents corresponding to the following Russian phrases.

Товары по образцу; составлять неотъемлемую часть; остаток в 30%; стандарты, обеспечивающие безопасность; массовая закупка; создавать товарные запасы; быть перегруженным заказами; излишки товарных запасов; тратта; пополнять запасы; без обязательств с нашей стороны; продавать по конкурентоспособным ценам; торговать с кем-либо.

Ex.2. Fill in the blanks with one of the following words. Mind your grammar.

at highly competitive prices; without notice; discount; trial; to do business with; to encourage; to hold stocks; price concession; offer; to replenish stocks with; to be subject to (3); to be overloaded with orders; drafts; response to the offer;

1. Our terms of payment are by ____.
2. Our agents ____ of our goods in that country.
3. We will give our immediate attention to you ____.
4. We intend to ____ new models.
5. We offer you the goods ____ your confirmation by cable.
6. We ____ Smith & Co. for ten years.
7. Prices are subject to variation____, in accordance with market fluctuations.
8. Low prices and favourable terms of payment ____ us to place a ____ order with Brown & Sons, Ltd.
9. We failed to send you our samples as we ____.
10. As we sell our goods ____ we have a good margin of profit.
11. The goods are ____ prior sale.
12. Let us have your order by 31st January, as ____ will not apply after that date.
13. We expect a wide ____.
14. The orders received before the 1st May are ____ discount.
15. All order over \$500 received before 1st September are subject to ____ in question.

Ex.3. Translate from English into Russian.

Оферта 1

Уважаемые господа!

Мы предлагаем Вам без обязательств с нашей стороны 340 тыс.т. марганцевой руды (manganese ore) на условиях сиф Манчестер навалом.

Руда содержит минимум 85% MnO_2 в сухом состоянии (in the dry). 3% будут служить компенсацией за влажность (moisture).

Цена составляет 70 долл. США за длинную тонну. Платеж осуществляется против отгрузочных документов в Лондоне. Наши Общие условия указаны в приложенной форме контракта (contract form).

С интересом ждем Вашего ответа.

С уважением,

Дж. Смит

Оферта 2

Уважаемые господа!

Рады предложить Вам наш новый двигатель мощностью 900 л.с. (Модель А4) в соответствии с приложенной спецификацией.

Окончательная цена двигателя со всеми принадлежностями составляет 6509 долл. США на условиях Глазго.

Стоимость поставки двигателя с нашего завода на борт судна оценивается нами в 95. Долл. США. Стоимость упаковки двигателя для морской перевозки в 5 ящиках составляет 60 долларов.

Платеж осуществляет траттами в течение 90 дней от даты коносаменты. Двигатель будет отгружен в октябре при условии, что Вы разместите у нас заказ не позднее 31 августа.

Надеемся получить Ваш скорейший ответ, содержащий заказ на двигатель, который будет нами тщательно исполнен.

С уважением,

Б. Прайд

Ex.4. Make up letters according to the situations.

Assignment 1

Сообщите в ответ на запрос от 10 июня, что Вы не можете поставить марганцевую руду (manganese ore), содержащую минимум 85% MnO_2 . Причиной Вашего отказа является чрезмерный рост спроса и большое количество заказов от Ваших постоянных покупателей.

Сообщите, что как только ситуация улучшится, Вы сразу же сообщите об этом Вашему корреспонденту.

Assignment 2

Сообщите Вашему корреспонденту, что Вы направили по его просьбе образцы новых видов тканей вместе с последним прейскурантом. Вы спрашиваете о перспективах продаж Ваших товаров на новом рынке. В качестве дополнительного стимула Вы предоставляете трехпроцентную скидку на заказы, стоимостью выше 5 тыс. долл. Напомните адресату, что Ваше предложение открыто для акцепта до 10 августа.

ORDERS

PLACING AN ORDER. Orders are usually written on a company's official order form - which has a date and a reference number that should be quoted in any correspondence referring to the order. If the order is telephoned, it should be confirmed in writing, and an order form should always be – accompanied by either a **COMPLIPENTS SLIP** or **COVERING LETTER**. A covering letter is preferable as it allows you the opportunity to make any necessary points and confirm the terms that have been agreed. The guide below is for an outline of a covering letter. You may not want to make all the points listed, but look through the guide to see what could be mentioned:

- **Opening.** Make it clear that there is an order accompanying the letter.
- **Payment.** Confirm the **TERMS OF PAYMENT**.
- **Discounts.** Confirm the agreed discounts.
- **Delivery.** Confirm the delivery dates.
- **Methods of delivery.** Many companies use **FORWARDING AGENTS** who are specialists in packing and handling the documentation to **SHIP** the goods. Nevertheless, to ensure prompt and safe delivery, it is a good idea to advise the company on how you want the goods packed and sent. This means that if the consignment arrives late, or in a damaged state, your letter is evidence of the instructions you gave.
- **Packing.** Advise the supplier how you want the goods packed. Note that crates are often marked with a sign – a diamond, a target, a square, a lion, etc. – that can be recognized by the supplier and customer.
- **Closing remarks.**

ACKNOWLEDGING AN ORDER. As soon as a supplier receives an order, it should be acknowledged. This can be done by letter, or by email for speed.

ADVICE OF DISPATCH. When the supplier has made up an order and arranged shipment, the customer is informed by means of an advice note.

PLACING AN ORDER: COVERING LETTER 1

F. Lynch & Eo. Ltd

Head Office
Nesson House
Newell Street
Birmingham
8J3EL
Telephone: +44 (0) 2166571
Fax: +44 (0) 21 236 8592
Email: pcrane@lynch.co.uk
www.lynch.com

Your ref: D/7439
Our ref: Order DR4316

9 March 20__

Satex S.p.A
Via di Pietra Papa
00146 Roma
ITALY

Attn. Sig. D. Causio

Dear Sig. Causio,

Please find enclosed our official order, No. DR4316.

For this order, we accept the 15% trade discount you offered and the terms of payment (sight draft, CAD), but hope you are willing to review these terms if we decide to order again.

Would you please send the shipping documents and your sight draft to Northminster Bank (City Branch), Deal Street, Birmingham B3 1SQ.

If you do not have any of the items we have ordered currently in stock, please do not send alternatives.

We would appreciate delivery within the next six weeks, and look forward to your acknowledgement.

Yours sincerely,

Peter Crane

Chief Buyer

Enc. Order No. DR4316

sight draft	вексель/тратта на предъявителя, предъявительский вексель
review	пересмотреть
shipping documents	товаросопроводительные/отгрузочные документы
acknowledgement	подтверждение

PLACING AN ORDER: COVERING LETTER 2

TO: John Merton

SUBJECT: MacKenzie order

Dear Mr Merton,

Please find attached an order (R1432) from our principals, MacKenzie Bros Ltd, 1-5 Whale Drive, Dawson, Ontario, Canada.

They have asked us to instruct you that the 60 sets of crockery ordered should be packed in 6 crates, 10 sets per crate, with each piece individually wrapped, and the crates marked clearly with their name, the words 'fragile' and 'crock', and numbered 1-6.

They have agreed to pay by letter of credit, which we discussed on the phone last week, and they would like delivery before the end of this month, which should be no problem as there are regular sailings from Liverpool.

If the colours they have chosen are not in stock, they will accept an alternative provided the designs are those stipulated on the order.

Please send any further correspondence relating to shipment or payment direct to MacKenzie Bros, and let us have a copy of the commercial invoice when it is made up.

Many thanks,

Linda Lowe

principals	доверители
stipulate	оговаривать, определять, предусматривать
commercial invoice	коммерческий счет/счет-фактура, коммерческая накладная
design	дизайн, модель, внешний вид, исполнение, конструкция

ADVICE OF DESPATCH

TO: Richard MacKenzie

SUBJECT: Order No. R1432

Dear Mr MacKenzie,

The above order has now been completed and sent to Liverpool Docks, where it is awaiting loading on to the *SS Manitoba*, which sails for Dawson, Canada on 16 July arriving 30 July. When we have the necessary documents, we will transfer them to Burnley City Bank, your bank's agents here, and they will forward them to the Canadian Union Trust Bank.

We have taken particular care to see that the goods have been packed as per your instructions the six crates have been marked with your name, and numbered 1-6. Each crate measures 6ft x 4ft x 3ft and weighs 5 cwt.

We managed to get all items from stock with the exception of Cat. No. G16, which is only available in red, but we included it in the consignment as it was of the design you asked for.

If you need any further information, please, contact us. Thank you very much for your order.

We look forward to hearing from you again soon.

John Merton

Sales Manager

Glaston Potteries Ltd

Clayfield, Burnley BB10 1RQ

Tel: +44 (0)128246125

Fax: + 44 (0)128263182

Email: j.merton@glaston.co.uk

loading	погрузка
measure	иметь размеры
stock	склад SYN: warehouse
consignment	партия груза/товара SYN: lot (of goods)

DELAY IN DELIVERY

Panton Manufacturing Ltd

Panton Works

Panton Works, Hounslow, Middlesex, TW6 230

8 October 20__

Mr H. Majid
Majid Enterprises
Bombay
INDIA

Dear Mr Majid,

I am writing to you concerning your order, No. CU 1154/d, which you placed four weeks ago. At that time we had expected to be able to complete the order well within the delivery date which we gave you of 18 June, but since then we have heard that our main supplier of chrome has gone bankrupt.

It will be necessary to find an alternative supplier who can fulfill all the outstanding contracts we have to complete. As you will appreciate this will take some time. but we are confident that we should be able to deliver consignments to our customers by the middle of next month.

The units themselves have been assembled and only need completing. We regret this unfortunate situation over which we had no control, and apologize for the inconvenience caused. We will understand if you wish to cancel the order, but stress that we are confident that we will be able to complete delivery by the middle of next month.

Please let us know your decision as soon as possible. Thank you for your consideration.

Yours sincerely,

D. Panton

Managing Director

complete the order	выполнить заказ
outstanding contracts	невыполненные контракты
cancel the order	отменить заказ
assemble	собирать, составлять SYN: make up
stress	подчеркивать

Ex. 1. Find in the letters English equivalents corresponding to the following Russian phrases.

Пересмотреть условия, собирать заказ, выполнять заказ, осуществлять доставку, отгружать партию товара, предлагать замену товара, отправлять вексель, транспортные/отгрузочные документы, в наличии, оговаривать в заказе/контракте, извиняться за неудобство, передавать документы в банк, заворачивать, упаковывать в ящики.

Ex. 2. Fill in the blanks with suitable words. Mind your grammar. Define the types of letters.

Letter 1

Dear Mr Crane,

Thank you for the _____ order which we are now _____. We have all the items _____ and will _____ you about shipment in the next few days.

Daniele Causio

_____ Director

Satex S.p.A.

Letter 2

Dear Mr Crane,

We are _____ to tell you that the above order has been _____ on the *SS Marconissa* and should reach you in the _____ 10 days.

Meanwhile our bank has forwarded the relevant _____ and sight draft for £3,092.80, which includes the agreed trade and quantity _____, to the Northminster Bank (City Branch) Birmingham.

We are sure you will be very satisfied with the _____ and look forward to your next _____.

Best wishes,

Daniele Causio

Sales Director

Satex S.p.A

Ex. 3. Find in the letters equivalents corresponding to the following words and phrases.

cups, saucers, plates, etc.; large, wooden boxes; easily damaged or broken; stated; completed; essential; forwarded; in accordance with; apart from; with reference to; unable to pay one's debts; certain; put together; trouble; understanding.

PAYMENT

When doing business with companies abroad, it is not always possible to use the terms of payment customary in domestic trade. This is because the seller needs to have more control over payment.

There are different methods of payment accepted in foreign trade:

- 1) In cash
- 2) In advance
- 3) By banker's transfer
- 4) By International GIRO
- 5) On open account
- 6) Payment for collection
- 7) By Bill of Exchange
- 8) By Letter of Credit

Payment in cash is used in small transactions and usually on receipt of the goods. It is usually called cash on delivery (COD) when payment is made within three – five working days after the delivery and is usually used in home trade.

Payment in advance may be helpful to a buyer in urgent need or where the buyer is unknown to the seller, or in case of single isolated transaction. The actual method of payment in such cases would probably be by banker's draft or banker's transfer.

Banker's transfer is transfer of money from the bank account of a debtor to the bank account of his creditor by order of the debtor. The transfer is made at the current rate of exchange. International Giro is payment by International Giro, which replaced Money Orders, can be made whether the buyer has an account or not, to the supplier whether he has an account or not. The International Giro form is obtained from any post office, filled in, then handed to the Post Office who forwards the order to the Giro centre which will send the amount to a Post Office in the beneficiary's country where the supplier will receive a postal cheque which can be cashed or paid into the bank account.

Payment on an open account is usually effected against documents in full or by installments if agreed between the parties. Open account terms would be granted by a seller to a buyer of unquestioned standing or to a customer in whom he has complete confidence. In this case payments can be made monthly or quarterly by bill of exchange or banker's transfer.

Documentary collection is a means of carrying out transactions when the parties signing an agreement trust each other sufficiently to decline the security offered by the letter of credit. With the help of documentary collection, the seller entrusts his bank with receiving a specified sum of money from the buyer on the transfer of the shipping documents. The payment can be made in cash or by acceptance of the draft. Documentary collections, known as bills for collection, involves the banks of both the buyer (drawee) and the seller (drawer) acting as collectors of funds. Once the seller shipped the goods and obtained the necessary documents, they can simply pass the documents to the bank together with their instructions for payment (collection order). The seller's bank (remitting bank) will then instruct the buyer's bank (collecting/ presenting bank) to deliver the documents in accordance with the seller's instructions.

There are two types of Documentary collections:

- 1) Documents against Payment terms (D/P terms) when documents will only be released against Buyer's payment of the bill amount.
- 2) Documents against Acceptance terms (D/A terms) when documents will be released against buyer's promise to pay at a later date.

The banks involved in the transaction do not guarantee payment. The sellers should always check on the creditworthiness and reputation of the buyer before agreeing to a Documentary Collection, especially D/A terms.

A Bill of Exchange is used when the seller needs to allow some time for the buyer to arrange payment. The most common method of arranging payment by Bill of Exchange is to attach the shipping documents (Bill of Lading, the Commercial Invoice, the Certificate of Insurance) to the Bill of Exchange and present them to the bank for payment. This is called a Documentary Bill of Exchange.

A sight Bill of Exchange is a bill which must be paid when it is presented to the company or bank which accepts it. A Bill can be presented for payment 30 d/s (days after sight) that is 30 days after the company or Bank receive the Bill.

See Samples of forms and letters of credit in APPENDIX 1.

ADVICE OF PAYMENT 1

Satex S.p.A.

16 June 20—

Via di Pietra Papa

00146 Roma

ITALY

Attn Mr D. Causio

Dear Mr Causio

Thank you for being so prompt in sending the documents for our last order, No. 14463. We have *accepted the sight bill*, and the bank should send you an advice shortly.

We have been dealing with you on *cash against documents* basis for over a year and would like to change to payment by 40-day *bill of exchange, documents against acceptance*.

When we first contacted you last February you told us that you would be prepared to reconsider terms of payment once we had established a trading association. We think that sufficient time has elapsed for us to be allowed the terms we have asked for. If you need references, we will be glad to supply them.

As we are planning to send another order within the month, could you please confirm that you agree to these new terms of payment?

Yours sincerely

Peter Crane

Chief Buyer

accept the sight bill	акцептировать тратту (срочную по предъявлении) / предъявительский вексель
bill of exchange	вексель, тратта
documents against acceptance	документы против акцепта
advice	извещение, уведомление; авизо

ADVICE OF PAYMENT 2

Dear Mr Merton

We have instructed our bank to arrange for a letter of credit for £6,158.92 to be *paid against your pro forma invoice* No. G1152/S. The *proceeds* will be *credited to* you as soon as Canadian Trust receives the documents.

We usually ask you to wrap each piece of crockery individually and pack no more than ten sets into a crate to allow for easy and safe handling. This was not done with our last consignment and as a consequence there were breakages (see attached list). We would like either replacements to be included in our next shipment, or your *credit note* (see the note below).

Richard MacKenzie

Note: Mackenzie Bros will accept either replacements for the broken crockery or a credit note. Glaston Potteries will claim on their insurance company for the breakages, although they might not get compensation as they have been negligent in their packing.

proceeds	выручка, доход, вырученная сумма
credit to	переводить, осуществлять оплату
pay against a pro forma invoice	оплатить против предварительной счет-фактуры
credit note	кредит-нота, кредитовое авизо

REQUEST FOR AN EXTENSION

19 May 20—

Mr D. Bishkin
Zenith S.A.
Haldenstrasse 118
3000 Bern 22
SWITZERLAND

Dear Mr Bishkin,

I regret to inform you that I will not be able to meet my bill, No. B/E 7714, for 35,498.00SF due on 6 June.

My government has put an embargo on all machine exports to Zurimba, and consequently we have found ourselves in *temporary difficulties* as we had three *major cash consignments* for that country. However, I am at present discussing sales of these consignments with two large Brazilian importers, and I am certain that they will take the goods.

Could you allow me a further 60 days to *clear my account*, and *draw a new bill* on me, with interest of, say, 6% added for the extension of time?

I would be most grateful if you could help me in this matter.

Yours sincerely,

Leo Franksen

Director

temporary difficulties	временные затруднения
major consignment	крупная партия
cash consignment (cash-on-delivery/cod)	отправление груза наложенным платежом
clear an account	оплатить счет, рассчитаться
draw a new bill	выписать новую тратту/выставить новый вексель

OFFER OF A COMPROMISE

23 May 20—

Mr L. Franksen
L. Franksen pic
Prince of Wales Road
Sheffield S9 4EX
UK

Dear Mr Franksen,
Bill No. B/E 7714

I was sorry to learn about the embargo your government has placed on exports to Zurimba and of the problems this has created. However, the above bill already allows credit for 40 days, and although I appreciate your offer of *an additional 6% interest on* the outstanding 35,498.00SF, it is impossible for me to allow a further 60 days' credit as I myself have *commitments*.

I think the following solution might help us both.

You need not add interest on the present amount, but I have enclosed a new draft (B/E 7731) for 17/749.00SF, which is half the *outstanding balance*, and will allow you 40 days to pay it. But I expect you to pay the remaining 17.749.00SF by banker's draft.

Please confirm your acceptance by signing the enclosed bill and sending it to me with your draft by return of post.

I hope that your negotiations with the Brazilian importers have a positive outcome and trust that this *setback will soon be resolved*.

Yours sincerely,
N. Bishkin (Mr) Director
Enc. Bill B/E 7731

an additional ___% interest on	дополнительная наценка/пеня в размере _%
--------------------------------	---

commitments	обязательства
outstanding balance	непогашенный остаток
resolve a setback	разрешить проблему/ситуацию

WRITTEN PATTERNS

- | | |
|--|--|
| 1. Please enclose the following documents, when submitting your draft: ... | Пожалуйста, приложите следующие документы, когда Вы будете представлять свою тратту: ... |
| 2. Please inform us as soon as you have arranged shipment. | Пожалуйста, проинформируйте нас, как только организуете отгрузку. |
| 3. Bank charges | банковские расходы/банковская комиссия |
| 4. To draw on sb at 60 days | выставить тратту на кого-либо сроком на 60 дней |
| 5. Discount commission | комиссия за учет векселя (операция купли-продажи векселя по номиналу минус вознаграждение за оставшийся до погашения срок) |
| 6. Remit/transfer money to smb's account | перевести денежные средства на чей-либо счет |
| 7. Proceeds | поступления; сумма, полученная от учета векселя |
| 8. Issuing bank; Advising bank | банк-эмитент; авизирующий банк |
| 9. Beneficiary | получатель платежа, бенефициар |
| 10. Negotiation (of drafts) | оплата (тратты) |
| 11. Draft at sight | тратта, оплачиваемая по предъявлении |

Ex. 1. Find the English equivalents in the letters.

Безотзывной аккредитив; дать поручение банку; комиссия за учет векселя; перевести денежные средства; открыть аккредитив в чью-либо пользу; банковские расходы; осуществить отгрузку; уведомить; быть действительным; бланк заявки на открытие аккредитива; поручатель платежа; банк-эмитент; частичная отгрузка; авизирующий банк; по предъявлении; счет в банке.

Ex. 2. Fill in the blanks with one of the following words. Mind your grammar.

application form; to instruct; favour; bank charges; discount commission; to draw; proceeds; to issue; presentation; transshipment; to debit; notification

1. We have opened an irrevocable Letter of Credit in your _____.
2. This amount will cover the goods value and _____.
3. You can _____ on us at 60 days against the credit as soon as you provide evidence of shipment.
4. Your draft should include our _____ which is five per cent, and our charges listed on the attached list.
5. Please accept the draft and remit the _____ to our account with the Midland Bank.
6. We have _____ you account with \$1000.
7. Eastland Bank accepted a draft for \$2000 drawn by Business Machines Ltd. on _____ of shipping documents for the consignment dispatched on May 25.
8. We are enclosing a copy of the _____ we have received from New Zealand Bank to open an L/C in your favour.
9. We have _____ our Bank to open a documentary letter of credit available until May 10, 20... .
10. We have enclosed the _____ with all the relevant details completed.
11. We hereby _____ in your favour this Irrevocable Credit as per details stated above.

Ex. 3. Translate into English.

Письмо 1

Уважаемые господа!

На выставке «Хай-фай», проходившей в Кельне на прошлой неделе, Ваш представитель продемонстрировал нам Ваши видеокамеры и сообщил нам Ваши условия. Мы готовы разместить у Вас пробный заказ на 100 штук. Поскольку Ваш представитель заверил нас, что Вы можете поставить со склада, мы дали поручение нашему банку открыть подтвержденный безотзывной аккредитив на 1500 долларов в Вашу пользу.

С уважением, К. Петров

Письмо 2

Уважаемые господа!

Мы прилагаем копию уведомления об открытии аккредитива в вашу пользу, который действителен до августа 20... . Вы можете выставить тратту на нас на полную сумму счет-фактуры с оплатой через 60 дней. К тратте должны быть приложены следующие документы: коносамент, коммерческий счет-фактура, страховой полис, сертификат качества. Сумма аккредитива включает сумму счет-фактуры, комиссию за счет векселя и банковские расходы.

С уважением, А. Смирнов.

Ex. 4. Make up letters according the situations.

Assignment 1

Составьте письмо, в котором Вы даете поручение банку открыть безотзывной аккредитив в пользу «Нью Зиленд Бизнес Машинз» на сумму счета-фактуры за партию компьютеров, отгружаемую на условиях сиф. Сумма аккредитив включает также все банковские расходы.

Assignment 2

Составьте письмо, в котором Вы сообщаете об отгрузке товара. Отгрузочные документы была направлены в банк-агент вместе с траттой на 2500 долларов с оплатой через 60 дней. Сумма тратты включает комиссию за учет векселя и банковские расходы.

NEGOTATING PRICES & TERMS

How do I negotiate prices and discounts with suppliers?

- Show awareness of other suppliers

Show the supplier that you have done your research. You know the features of their products in comparison to other suppliers – don't be afraid during meetings or negotiations *to use this information to your advantage*: 'So you're charging 15p a unit? Company B is charging 13p and their price includes delivery. I have their *quotation* here.'

- Be open to other ideas

If the supplier will not *budge on* price, consider other areas that would benefit you, such as 'sale or return', longer *credit terms or bulk discounts*. Don't dismiss a deal without considering alternatives.

- Look for areas of mutual gain

Is it possible to move from a customer/supplier relationship to business partners instead? For example you *buy goods from the supplier* but then as part of the deal the supplier will use your services *agree an efficient ordering method* to save them administration time in terms of processing. Agreeing to use each other as *business testimonies* is also a good way in cementing the partnership.

- Play it cool

It is often said that the person that wants something the least, gets the most. This is true in *terms of negotiations*. Show interest in the product and nod to its features and benefits but if possible show that you have *alternative options* if these negotiations aren't successful.

- Be ready to move quickly

Discounts and potential *price drops* are more likely if you can prove you are serious about doing business and ready to *get the ball rolling*. Initial negotiations may be vague but once the negotiations progress explain 'If we can sign on this today, we

will be putting in an order on Monday for X,' or 'If we can agree on discounts today, we can pay a deposit straight away.'

- Don't lose sight of what you want

Stay focused on your *agreed outcome* - it can be easy to lose sight during negotiations and you may forget what you were looking for to begin with! Remember a bulk discount is only useful if there is a need for a large quantity of the product. It's the same with products and features - it is only worth paying for if the benefits they provide if they *add value to your business*.

If the idea of negotiating the price of a product or service with a customer seems like *a daunting task*, it needn't be. Here we look at some of the tried and tested methods you need to be aware of when working towards agreeing on a price or discount that will be *mutually beneficial* to both business and customer.

How do I negotiate prices and discounts with customers?

More often than not you will be confronted with a customer who wants to *haggle on price*. Use the tips below to negotiate a deal that suits the both of you.

- Explain the features of your products

The features of the product are the *tangible things* that set the product or service aside from other products. For example some cars include features such as in-car entertainment or heated steering wheels and car seats. It is these features that differentiates your product from the competition.

- Explain the benefits of those features

Features are all well and good but are pointless as *a sales tool* unless you explain the benefits of them to the customers. A salesman can point out all the mod cons in a new car but unless he can explain to the customer the benefits to them of having these features he will struggle to achieve his *target price*. For example a benefit could include low emissions, safety etc. *Show the value* to your customer.

- Justify your initial price

Show your rationale in determining the sales price and do not drop the price instantly just to get the sale. It shows that your *initial price* wasn't justified and you *lose*

credibility. Explain the variables to the customer that would lead to a lower price e.g. 'We can only reduce to that if you buy 200 units' or 'We can do it for that price, but it would have to be in a different colour or without a certain feature'.

- Check out your customers

It is possible that you may be on completely different pages in terms of price and product and so further discussions may just waste your time. Start discussions with an opening question like 'What sort of price did you have in mind?' or 'Who do you currently use as your preferred supplier?' In terms of the product, the features may add lots of value to your other customers who gain lots of benefit from these features, but unless this customer sees the value, they won't want to pay extra for it.

- Leave them time to think about it

Don't be too pushy and don't be too needy. It can come across as desperate. Following up from a meeting with a potential client straight after a meeting will lead them to think that the 'deal' will bring more benefit to you than to them. During the sales meeting, agree a 'checkpoint', something along the lines of: 'We will leave you to look over the proposal, our details are all in there, do contact us if you have any questions but let's catch up next Friday to see how we can take this further.' Then stick to it.

- Discounts

Be up front in relation to discounts. Most discounts require some sort of qualification i.e. buy 10, get one free. Stick to it, otherwise customers will take advantage of it. If you have to provide a discount to get them on board, explain that this is an introductory discount to allow you to prove your product or service to them, but agree at that point the 'normal price' once the introductory period is over. This may not be ordinary 'commercial price' but unless the normal price is agreed, the customer will think the introductory price will last forever. Discounts can be linked to cashflow, i.e. the price is 2% cheaper if part paid upfront or if the account is settled more quickly than your ordinary terms.

- Set realistic standards

Don't overpromise just to get the sale if it's going to be impossible to deliver. You are just delaying the problem until later and you will lose credibility. Be honest in terms of deliverables. They will appreciate it more in the long term.

REQUEST TO REDUCE PRICES

Dear Sirs,

We thank you for letter dated June, 30 as well as the samples of PaperBest sent by you by parcel post.

The quality of the goods meet our requirements but please note that as the price of Paper quoted in your offer seemed much too high to us as we have regretfully had to decrease the overall quantity of our original order accordingly. However, should you be able to grant us discounts off your unit price of PaperBest A and PaperBest C of 3% and 5% respectively, we would be very happy to place larger orders with your firm.

Your earliest possible delivery of the 150 reams of PaperBest A and C shall be sea freight CIF Kaliningrad, warehouse to warehouse.

Payment will be against documents through the Bank of Trade of Russia, 24 Titova St., Kaliningrad, Russia.

Please confirm prices and terms as soon as possible,

Yours faithfully,

Pankov V.

Dept. Director

Enc: Purchase order

meet requirements	соответствовать требованиям
decrease	уменьшать
accordingly	соответственно, соответствующим образом
respectively	соответственно (по отношению к каждому в отдельности)

grant / allow discounts on / off from the prices	предоставлять скидку с цены
grade	сорт
reduce the prices	снижать цену
ream	стопа (бумаги)

REPLY TO A REQUEST ANNOUNCING SPECIAL OFFER

Paper best grades A & C

Dear Mr. Pankov,

We have received your letter dt. August, 5, and are very pleased that the quality of our goods meets your requirements.

Due to modernization of our main plant and to consequent improved methods of production, we can now offer you our range of PaperBest grades at reduced price for large orders. You will see from the price-list enclosed that we are willing to grant a 4% discount on all orders received before 30th August provided the least quantity of 200 reams. / All orders received before 30th August are subject to discount.

As our prices are quoted SIF Kaliningrad you will agree that they are considerably lower than those of our competitors. Immediate delivery is guaranteed as we hold ample stocks.

This offer is subject to immediate acceptance.

Sincerely yours,

Ezhi Voitovskij

Senior Sales Manager

range / assortment / selection / line	номенклатура, ассортимент
supply at a price on the terms	поставлять по цене на условиях

THE SELLER MAKES A CONCESSION

Dear Mr. Arzaev,

We have carefully considered your proposals you made in your letter of 15th October.

It would give us pleasure to supply you with Copies you wish to order. You notice that the efficiency is high and the working characteristics of our equipment are superior to those offered by our competitors. Copies NXR-54 reflect the latest achievements in the corresponding branch of industry. You will soon see that your customers notice the difference too, and will place repeat orders.

We should like to prove this to you, and are therefore prepared to grant you a special discount working out at a 5% subject to your ordering equipment for \$10,000.00. This, with the cash discount, wish we allow, should enable you to offer the goods for sale at competitive prices. We would like to point out, however, that the discount on the price applies neither to the cost of packing nor to the cost of transporting the goods to the place of destination.

We look forward to securing your order.

Sincerely yours,

Sheila Chin

make a concession	сделать уступку
meet smb halfway	пойти на встречу
efficiency	производительность (оборудования)
productively	производительность (труда)
capacity / power	мощность
working characteristics	рабочие характеристики
superior to	лучший, превосходящий по отношению к чему-либо
inferior to	худший (по качеству)
repeat orders	повторные заказы
trial orders	пробные, первичные заказы
work out at/amount to	составлять в результате подсчета
secure/obtain an order	получать заказы

THE BUYER ACCEPTS THE OFFER

Dear Sirs,

We thank you for your letter of 28th November offering us Copies NXR – 54 at the price of \$450 per unit. We accept your price and the terms stated in your letter subject to our General Conditions enclosed herewith.

Our contract will be sent to you tomorrow.

Yours faithfully.

.....

THE BUYER DECLINES AN UNSOLICITED OFFER

Dear Sirs,

We thank you for your letter of 28th October offering us your educational training Proficiency Course. We regret to inform you that at the present time we cannot make use of your offer.

We, however, note your address and, should need arise, will communicate with you again.

Yours faithfully,

.....

decline/turn down	отклонять (оферту)
unsolicited offer	незапрошенная оферта
note (v.)	принять к сведению, отмечать

THE SELLER REFUSES THE ORDER

Dear Mr. Knjazev,

Thank you for your order 68-908, which we received today. Unfortunately, we cannot grant the trade discounts you have asked for, viz. 10 per cent as we only allow 3 per cent trade discount to all our customers regardless of the quantity they buy.

Much as we should like to do business with you, we find it impossible to sell goods of reasonable quality at the price you ask.

Our prices are extremely competitive, and it would not be worthwhile supplying on the allowance you have asked for. Therefore, in this instance, I regret that we have to turn down your order.

We are at your disposal for any further information you may require.

Yours sincerely,

K. Heckler

refuse an order	отказаться принять заказ к исполнению
viz. – namely	то есть, а именно <i>сокр. от videlicet лат.</i>
supply on allowance	поставлять со скидкой

WRITTEN PATTERNS

- Orders are subject to discount. На заказы распространяется скидка.
- The discount on the price applies to the orders exceeding \$1,000.00 Скидка с цены распространяется на заказы превышающие \$1,000.00
- We accept your price subject to our General Conditions Мы принимаем Ваши цены при условии соблюдения Общих условий продажи.
- The offer is subject to immediate acceptance Оферта действительна в случае немедленного акцепта.
- It would not be worthwhile supplying on allowance you have asked for. Мы не считаем целесообразным поставку товаров со скидкой, которую запрашиваете Вы.
- The equipment reflects the latest achievements in the corresponding branch of industry. Оборудование отражает последние достижения в соответствующей отрасли промышленности.
- Should need arise ... В случае необходимости ...

Ex.1. Fill in the gaps with prepositions.

1. We thank you ... the samples sent ... you ... parcel post.
2. The price ... the equipment stipulated ... your quotation seemed too high ... us.
3. Should you be able to grant us a discount ... the price, we would place larger orders ... your firm.
4. Payment will be ... documents ... Bank of Trade.
5. modernization ... our plant we can offer a new range ... the goods ... a reduced price ... large orders.
6. We are willing to grant a 4% discount ... all orders received ... 30th August are ... discount.
7. This offer is subject ... immediate acceptance.
8. It would give us pleasure to supply you ... the machines you wish to order.
9. The working characteristics ... the machine are inferior ... those offered ... your competitors.
10. The goods reflect the latest achievements ... the corresponding branch ... industry.
11. The discount works 5% ... the price. This will enable you to offer the goods ... sale ... a competitive price.
12. We accept the terms stated ... your offer subject ... General Conditions enclosed herewith.

Ex.2. Translate the sentences.

1. Просим Вас снизить цены на сорта А и Б на 4% и 5% соответственно.
2. В связи с повышением цены мы вынуждены сократить объем заказа соответственно.
3. Мы готовы разместить заказ на оборудование на Вашей фирме, если Вы предоставите скидку в размере 3%.
4. Качество товара полностью соответствует запросам клиентов.

5. В связи с модернизацией производства и повышением производительности оборудования мы готовы предложить Вам новый ассортимент товаров по сниженным ценам.
6. Скидка распространяется на заказы от 10,000.00 долларов США.
7. Продавец готов предоставить скидку на заказы, полученные до 30 января с.г.
8. Цены указаны СИФ Новороссийск. Совершенно очевидно, что они значительно ниже цен конкурентов на аналогичные товары.
9. Оферта действительна в случае немедленного акцепта.
10. К сожалению, мы не можем пойти Вам навстречу и сделать уступку в цене.
11. Производительность и другие рабочие характеристики станка значительно улучшены.
12. Оборудование отражает последние достижения в соответствующей отрасли промышленности.
13. Мы предлагаем скидки не только на повторные, но и на первоначальные заказы.
14. При больших объемах заказов скидка составляет более 30% стоимости товара.
15. С учетом данной торговой скидки Вы сможете поставлять этот товар Вашим клиентам по весьма конкурентоспособным ценам.

Ex.3. Make up letters.

1. Составьте письмо от Покупателя к Продавцу с просьбой о снижении цены согласно следующему плану:

- поблагодарите за полученное предложение;
- попросите предоставить скидку с цены и дайте свое обоснование (большой заказ, неконкурентные цены и т.д.)
- заинтересуйте продавца в возможности дальнейшего сотрудничества:

- не забудьте про заключительную фразу.

2. Составьте письмо от Продавца к Покупателю, отговаривающее вопрос скидок согласно следующему плану:

- поблагодарите за полученный запрос;
- сообщите о возможности и условиях предоставления скидок;
- не забудьте про заключительную фразу;

BANKING

Banks are among the most important financial institutions. The way in which a bank is organized and operates is determined by its objectives. The most important bank in a country is a **central bank** (in Great Britain it is called **The Bank of England**) which **issues and manages currency**, influences the base **lending rate** and helps to carry out the government's financial policy. Banks in the UK can be divided into two groups: **commercial banks** and **merchant banks**.

Merchant banks specialize in areas of international trade and finance, **discounting bills**, confirming **credit status** of overseas customers through **confirming houses**, acting in the new issue market and in **the bullion and Eurobond market**. They are also involved in shipping, insurance and foreign exchange markets.

Commercial banks offer similar services but are especially interested in private customer's accounts, encouraging them to use their **current account, deposit account, saving account** and **credit facilities**. They lend money against **securities**, in the form of **overdrafts** and **loans**, pay accounts regularly by **standing orders**, and transfer credits through the bank **Giro system**. The '**big four**' commercial banks in the UK are Barclays, Lloyds, Midland and Westminster.

Customers can **keep** different types of **accounts with the bank**. **Current account** is an account into which a client pays his trading receipts and on which he draws his checks. As a rule no interest is paid on this type of account and banks made charges for handling these accounts unless an **agreed minimum balance** is kept in over or agreed period of time. A lot of companies have more than one current account, for example No.1 current account for paying wages and **overheads** and No.2 account for paying suppliers.

Deposit accounts pay interest to a maximum established by the bank, but then customer can be asked to give **notice of withdrawal**. Banks offer various types of other accounts. There are numerous **savings accounts** on which interest is paid according to the credit balance in the account and the period it is left for. With these accounts there are penalties for **withdrawing money** before the agreed date.

Customers making regular payments, such as rent or **mortgage payments**, can ask the bank **to transfer** the money to the payee on a particular day every month. A **standing order** or **direct debit** is one of the methods of doing this.

Customers can apply to the bank for **loans** or **overdrafts**. A loan is usually covered by a **negotiable security**, for example, shares, with repayment specified on the agreement. With an overdraft the customer is given the permission to **overdraw** an account up to a certain limit.

Banks play a vital role in international trade, because all payments are effected through the bank. By means of these services banks not only see to it that justice is done by both buyer and seller, but that **the time lag** between order and delivery is overcome without loss for both parties. These services are to be paid for, but they are not expensive and are almost indispensable – the bank comes into every transaction at some stage or another.

LETTER 1 (Sending an Account Opening Form)

25th September, 20...

Dear Ms Blake,

Thank you for your letter of the 18th September, 20... .We should of course be very happy to *provide banking services*.

It will be easy to *complete the account opening formalities* when you come to London. For the present, we enclose a leaflet about the wide range of services of the National Bank of London. We are also sending you an Account Opening Form together with the information about London which you requested. Please fill the form in and return it to us.

We are very pleased you have chosen the National Bank of London and we look forward to meeting you when you arrive here in October.

Yours sincerely,

A.M. Taplow,

Manager

Encl.

provide banking services	предоставлять банковские услуги
complete account opening formalities	выполнить формальности по открытию счет

See Samples of forms and letters of credit in APPENDIX 1.

LETTER 2 (Opening an Account — Confirmation)

3rd October, 20...

Dear Ms Blake,

We are pleased to confirm that we have *opened an account* in your name *with our bank*. The account number is 938251510914 and your *opening balance* is \$12,000.

We note that you wish for the time being to receive your *statement* monthly at your business address after we have credited your salary.

Please find the enclosed *cheque book* and bank card. I should be glad if you would sign the receipt and return it to us. We are also sending you, under separate cover, another copy of the London Business Directory.

May I take this opportunity once more to welcome you as a customer of the National Bank of London.

Yours sincerely,

A.M. Taplow,

Manager

Encl.

open an account with a bank	Открыть счет в банке VARIANT: open an account at a bank *open a current account – открыть текущий счет
opening balance	начальное сальдо (по счету)
statement	зд. Выписка с банковского лицевого счета клиента VARIANT: statement of account
cheque book	чековая книжка VARIANT: cheque-book

See Samples of forms and letters of credit in APPENDIX 1.

REQUEST FOR AN OVERDRAFT

HOMEMAKERS

54-59 Riverside, Cardiff cfi ijw

Telephone: +44 (0)29 20 49721

Fax:+44 (0)29 2049937

Email: rcliff@homemakers.com

Registered N0.C135162

18 September 20—

Mr I. Evans

Barnley's Bank Ltd

Queens Building

Cathays Park

Cardiff CFI 9UJ

Dear Mr Evans,

I would like to make an appointment with you to discuss an overdraft or loan to enable me to *expand* my business.

I have been testing the market with a new line of furniture assembly kits and have found that demand for these kits, both here and overseas, has *exceeded* my expectations. In the past six months alone I have had over £60,000 worth of orders, half of which I have been unable to *fulfill* because of my limited resources.

I would need a loan for about £18,000 to buy additional equipment and raw materials. I can offer £8,000 in ordinary shares, and £3,000 in local government bonds as part security. I *estimate* it would take me about nine months to repay a loan of this size. I enclose an *audited* copy of the company's current *balance sheet*, which I imagine you will wish to inspect prior to our meeting.

I look forward to hearing from you.

Yours sincerely,

Richard Cliff Director

Enc.

expand	расширять/увеличивать
exceed	превышать
fulfill (orders)	выполнять заказы VARIANT: meet orders
estimate	оценивать
audited	проверенный
balance sheet	балансовый отчет

GRANTING A LOAN

Telephone +44 (0)2920825316

Fax +44 (0)29 20 613625

Email:ievans@barnleys.co.uk

www.bamleys.com

27 September 20 _

Mr Richard Cliff
Homemakers Ltd
54-59 Riverside
Cardiff CF11JW

Dear Mr Cliff,

With reference to our meeting on 23 September, I am pleased to tell you that the credit for £18,000 which you requested has been approved.

We discussed an *overdraft*, but agreed it would be better if the credit were given in the form of a loan at the current rate of interest (_%), calculated on half-yearly balances.

The loan must be *repaid* by 30 June 20—, and we will hold the £8,000 ordinary shares and £3,000 local government bonds you pledged as security. We agreed that the other £7,000 would be guaranteed by Mr Y. Morgan, your business associate. I would appreciate it if you could ask him to sign the enclosed *guarantor's* form, and if you could sign the attached *agreement*.

The money will be credited to your current account and will be available from 30 September subject to your returning both forms by that time.

I wish you success with the expansion of your business and look forward to hearing from you.

Yours sincerely

Ian Evans

Manager

Enc.

overdraft	превышение кредитного лимита; овердрафт
repay	погашать (кредит)
guarantor	гарант, поручитель
agreement	договор, контракт

WRITTEN PATTERNS

Reputed	имеющий хорошую репутацию;
To establish	упрочивать, усиливать свои позиции
To be prompt	быть своевременным (о платеже)
To settle accounts	урегулировать счета; производить расчеты
Expertise	опыт, знание дела; квалификация, компетентность, компетенция
To be at sb's disposal	быть в чем-либо распоряжении
Cc	сокр. от carbon copy машинописная копия (сокращение показывает, кому переданы копии данного документа или письма)
In credit	имеющий превышение по приходу (о счете); не имеющий задолженности
To honour	оплатить (чек, тратту)

Standing order	постоянное поручение; приказ банку о регулярных платежах
Pledge sth as a security	Предоставлять что-либо в качестве залога
May I take this opportunity once more to welcome you as a customer of the National Bank of London.	Я бы хотел еще раз воспользоваться возможностью поприветствовать Вас в качестве клиента «Нэшнл Бэнк оф Ландн».
I expressly agree and accept to be bound by the Bank's separate General Conditions for the Operation of Current Accounts (which I hereby confirm having read and understood and any modification or variation made thereto.	Я однозначно согласен принять на себя обязательства, вытекающие из Общих условий, регулирующих операции с текущими счетами (которые я прочитал и понял) и из любых изменений и дополнений, внесенных в выше-упомянутые условия.
Perhaps you would be good enough to let us have them before ...	Надеюсь, что Вы будете любезны и пришлете нам их (документы) до ...
STRICTLY CONFIDENTIAL	СОБЕРШЕННО СЕКРЕТНО (пометка на документах)

Ex. 1. Translate from Russian into English.

Устав акционерного общества; постоянное поручение; первоначальный платеж; заполнять форму; совершенно секретно; арендная плата; ежемесячная выписка со счета; предоставлять банковские услуги; открывать текущий счет в банке; переводить деньги на счет; окончательно оформлять документы; образец подписи; своевременно урегулировать счета; опыт работы; превышение средств на счету; оплачивать чек; предоставлять в качестве залога.

Ex. 2. Fill in the blanks with the one of the following words. mind your grammar.

Account; reputed; account opening form; to honour; to bank with sb; balance sheet; overdraft facilities; to be in credit; to provide banking services; account holders; to calculate; specimen signatures; overdraft (2); prompt; expertise

1. I know we discussed _____, but I think it would be better if the credit were given in the form of a loan at the current rate of interest which is 15 per cent, and which will _____ on half-yearly balances.
 2. We should of course be very happy to _____.
 3. I have asked the company I work for to pay my salary into my _____ with you.
 4. Our company has been doing business with Smith & Co., Ltd. to our mutual benefit on monthly account terms and they have always been _____ in settling accounts.
 5. You should finally select people in your company whose _____ will be required on all cheques and state them on the Account Opening Form.
 6. But we have paid your cheques on this occasion, although the bank does not allow _____ without prior permission.
- You and any member of the LE board as listed on are to sign all cheques.
8. I understand you have an insurance department which gives discounts on premiums to _____.
 9. You are also to submit to us a reference from any company who _____ one of our branches.
 10. May I remind you that all _____ of the National Bank of London will be at your disposal, not only at head office, but also, if necessary, at all your branches.
 11. Please also credit me with the interest you have charged for _____.
 12. I note that the account is overdrawn by \$180 which came as a great surprise because I was expecting it to _____.
 13. However we can go no further and will not _____ additional drawings.
 14. We also acknowledge that we have copies of all the relevant documents together with your _____.
 15. The company in question is well known in the local business community and appears to be a widely _____ firm.

Ex. 3. Translate into English.

Письмо 1

Уважаемый г-н Дайерс!

Нам посоветовали обратиться к Вам за информацией о финансовом состоянии компании «Андерсен Электронике», которая разместила у нас заказ на поставку товаров на сумму 3 500 евро в счет пробного заказа. Мы были бы Вам чрезвычайно признательны за любые сведения, которые Вы можете сообщить нам о деятельности и объемах операций упомянутой компании, так как «Андерсен Электронике» собирается и в дальнейшем размещать у нас повторные заказы.

В частности, мы хотели бы знать, можем ли мы пойти на риск и предоставить нашему новому партнеру подтоварный кредит (credit against goods).

Заранее благодарим Вас за любезность и заверяем Вас в том, что мы будем рассматривать все сведения, полученные от Вас, как совершенно секретные.

С уважением,

К. Смит

3 сентября 20... г.

Письмо 2

Уважаемый г-н Стоун!

Мы получили ответы на все наши запросы о фирме, упомянутой Вами в письме от 15 декабря 20... года, и должны порекомендовать Вам проявить осмотрительность при предоставлении кредита этой компании.

За последние два года упомянутая компания дважды выступала ответчиком (defendant) в связи с претензиями о неплатежах в срок существенных сумм, которые, в конечном счете, были осуществлены.

Основной проблемой в обоих случаях был чрезмерно большой объем закупок, которые компания не могла себе позволить. В то же время партнеры компании

не предоставляли ей в силу различных причин долгосрочные кредиты, что усугубляло положение.

Содержащаяся в данном письме информация носит строго конфиденциальный характер и не связывает нас никакими юридическими обязательствами.

С уважением,

Т. Моос

21 декабря 20... г.

Ex. 4. Make up letters according to the situations.

Assignment 1

Напишите письмо в банк, дав ему поручение осуществлять регулярные списания со счета Вашей компании в конце каждого месяца для покрытия арендной платы и стоимости страхования автомобилей компании.

Assignment 1

Вы сообщаете компании, которая собирается открыть счет в Вашем отделении банка о том, что Вы до сих пор не получили отдельных документов (в частности, заверенного аудиторами баланса), и о том, что Вы получили негативную информацию о компании. Вы просите представителей компании уточнить, в связи с чем, компания выступала три месяца назад в качестве ответчика по претензии в просрочке платежа по контракту.

INSURANCE

Insurance has become more and more important as commerce has developed. The idea of insurance is to obtain **indemnity** in the event of any happening that may cause loss of money. In other words the insurance is against risk. Some of the risks against which it is possible to take out insurance are as follows:

- So called **Act of God** such as fire, floods, earthquakes etc.
- Loss of the goods during transportation
- Damage to the goods e.g. by breaking, bending etc.
- Loss of the goods through theft or non-delivery.

Standard insurance policies generally do not cover political risks such as war and strikes. However, it may be possible to obtain insurance cover of these risks by paying an extra or higher premium.

Insurers is the name given to the people who undertake to **indemnify** the **insured** – that is to say the owners of the goods, sellers or buyers, who pay what is called a premium to the insurers.

The insurers are also called **underwriters** and are said to underwrite the proportion of the **indemnification** they are prepared to bear.

The insurers are either companies, like other business firms, or they belong to the famous organization of **Lloyd's**. This is a very old association that started in London in the 18th century.

Principles of insurance.

For insurance to function properly, the insurer and insured have to make sure that certain basic requirements are fulfilled when the **insurance policy** is drawn up.

Utmost good faith. When someone fills out a form applying **to take out insurance**, he is obliged to tell the truth about the value and condition of the goods to be insured, and also to mention anything which might increase the risk of the goods being stolen or damaged. The insurer accepts the application in '**utmost good faith**' that all the details supplied by the insured are correct, and fixes the level of the premium accordingly.

Insurable interest. It is essential that the insured has an **insurable interest** in the goods to be insured: this means he has to suffer a financial loss if the goods are stolen or damaged.

Indemnity. The idea of **indemnity** is that if the insured suffers a loss, he has to be paid sufficient compensation to bring him back to the same financial condition as he was in before the loss – not more and not less. This prevents people over-insuring their goods in the hope of making a profit.

Subrogation. Once the insurer has compensated the insured for the loss, he has the right to recover the amount in question from the party responsible for the loss (For example, if the insurer can prove that the ship was not seaworthy, he can take legal steps against the ship owner).

REQUEST TO QUOTE FOR INSURANCE

May 3, 20...

Dear Sirs,

Please *quote us a rate for the insurance* against all risks, warehouse to warehouse, of a shipment of 10 (ten) cases of cycles, London to Valetta, by M.V. Star of the Blue Sea Line. The value of the shipment *in question* is \$ 18,000. The insurance is needed as from June 15, 20... .

Looking forward to hearing from you.

Yours faithfully

Andrew Wine

quote for insurance	назначить/сообщить страховой тариф
in question	рассматриваемый, обсуждаемый, данный

THE GOODS ARRIVED DAMAGED

December 15, 20...

Dear Sirs

Our order No. 235246/FTD

We received your consignment of filing cabinets and folders (Order No. 235246/FTD) on Dec. 12, 20....

Our Agent noticed that cases 9,10 and 11 were broken. It looks as if some heavy object was dropped on these cases. We opened the cases and contacted the Lloyd's surveyor in Barcelona. He is examining the damage at the moment and no doubt will send a detailed report as soon as possible. He is also investigating crates 20 and 21.

The following items are broken:

- 7 /seven/ TWA35 Filing Cabinets (severely dented);
- 63 /sixty three/ Cuefile *looseleaf* folders (destroyed by seawater).

This was a CIF shipment and you *hold the insurance policy*. We should be obliged if you would *take up the matter with* the insurers. The *Insurance Certificate* number is AS/298475. Should you so desire, we will send it to you without delay.

We enclose a report by our agent that the damage was noticed on Dec. 12, 20... in the port of Barcelona.

We would like you to send replacements for the damaged articles as soon as possible. On our part we will arrange credit in a day or two. Please, acknowledge receipt.

Sincerely yours,

James Brown

J. Brown

looseleaf	с отрывными /вкладными листами; вкладыш
hold a policy	являться держателем полиса
take up the matter with sb.	обсуждать вопрос с кем-либо

insurance certificate	<i>страх.</i> страховое свидетельство (документ, выдаваемый страхователю в подтверждение того, что договор страхования заключен и опись выдан) VARIANT: certificate of insurance
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REQUEST TO RENEW A POLICY

April 23, 20...

Dear Sirs

Policy No.26534

We forward two *declaration forms*, duly completed, for shipments to Bombay and Melbourne respectively. As this will nearly *exhaust the amount of the cover* under our policy No. 26534 we shall be glad if you *renew* this for a further \$ 10,000. At the same time please let us have a supply of declaration forms as we are sending you our last two copies enclosed herewith.

We wish to renew our *floating policy* No.26534 on the same terms as before, to cover consignments of textile machinery to Bombay and Melbourne.

Yours faithfully

George Wilson

declaration form	страховая декларация (заявление страхователя об объекте страхования и о характере риска)
exhaust the amount of the cover	исчерпать сумму страхового покрытия
renew a policy	продлевать срок действия полиса; возобновлять полис
floating policy	<i>страх.</i> генеральный полис; флоатер (договор страхования, согласно которому страхователь обязуется застраховать у страховщика все определенного рода риски на сходных условиях) АВВР: F.P.

REQUEST FOR COMPREHENSIVE INSURANCE

Westway Insurance Co. Ltd
Society House

6 April 20—

Ellison Place
Newcastle-upon-Tyne NE18ST

Dear Sirs,

We would be grateful if you could quote us for *comprehensive cover* against fire, flood, accident, industrial injury, and theft.

We are a large warehouse selling furnishings to the retail trade, and employing a staff of thirty. The building we occupy belongs to us; currently valued, along with the fixtures and fittings, at £350,000.1 one time there might be stock worth £250,000 on the premises.

If you are able to supply a quote, please would you take the following consideration:

Our fire precautions conform to current regulations: we have a fully operational sprinkler system, which is *serviced* regularly, and fire every floor. In general, our health and safety record is excellent. Our premises are on high ground, and the only danger from flood would be burst pipes.

Since we began trading six years ago we have never had to claim industrial injury, and damage to stock has been minimal. *Petty theft*, which is common in warehouses, has cost us only £800 per annum on average.

Our present policy expires at the end of this month, so we would require *cover* as from 1 May. We are changing insurance companies because of our present insurers' increase in premium, so a competitive quotation would be appreciated.

Yours faithfully,
B. Daracott (Mr)
Financial Manager

comprehensive cover	неограниченное страховое покрытие; полное покрытие
service	обслуживать и ремонтировать
petty theft	мелкое воровство, мелкая кража
cover	страховая защита

QUOTATION FOR COMPREHENSIVE INSURANCE

9 April 20—

Mr B. Daracott
 United Warehouses Ltd
 Bruce House
 Bruce Street
 Aberdeen AB91FR

Dear Mr Daracott,

Thank you for your letter of 6 April in which you enquired about insurance cover. I enclose leaflets explaining our three fully comprehensive industrial policies which offer the sort of cover you require. Policy A3 51 would probably suit you best as it offers the widest protection at 45p% with *full indemnification*. I would stress that this is a very competitive rate.

If you would like one of our agents to call on you to discuss any details that might not be clear, I would be pleased to arrange this. However, if you are satisfied with the terms, please complete the enclosed proposal form and return it to us with your cheque for £3,700.00, and we will *effect insurance* as from 1 May this year.

I look forward to hearing from you.

Yours sincerely,

N. Sagum (Mr)

District Manager

Enc. Leaflets A3 51, A3 52, A353

Proposal form

full indemnification	полная компенсация, полное возмещение убытков (cover for compensation based on the market values of the client's stock and machinery)
effect insurance	заключить договор о страховании; застраховать

WRITTEN PATTERNS

Please quote us a rate
for the insurance...
The insurance is needed
as from June 15, 20... .

Просим Вас сообщить нам стоимость страхования...
Страховка нужна с 15 июня 20.. .г.

Ex. 1. Find the English equivalents.

Генеральный полис; диспашер; ковернот; соглашение о покрытии убытков; подлежать уплате; общая авария; являться держателем полиса; сюрвейер; возмещать убытки; подвергать опасности; частная авария; диспаша; страховая премия; добросовестность; аварийная оговорка; оценщик; страховой сертификат; возобновлять страховой полис; объем страхового покрытия; коносамент, содержащий оговорки.

Ex. 2. Fill in the blanks with one of the following words. Mind your grammar.

assessor's report; cover; to be towed; average adjusters; declaration form; particular average; expenditure; rudder; casing; valued policy; indemnity; cover note; claused; surveyor; claim

1. The report states that B/L. No.3459 was _____ by the captain of the vessel with a comment on cracks in the _____ of the machinery.
2. In their letter of May 12 they asked us about _____ for a shipment of computers.
3. The _____ thus incurred will be payable by the ship, freight and cargo in proportion to their respective value, and we, as _____, have been appointed to prepare the necessary adjustment.
4. We will issue a _____ as soon as you complete and return the enclosed.

5. The idea of insurance is to obtain _____ in the event of any happening that may cause loss of money; insurance is against risk.
6. We opened the cases and contacted the Lloyd's _____ in Barcelona.
7. _____ means partial loss or damage accidentally caused to the ship or to a particular lot of goods.
8. I would therefore suggest a _____ against all risks.
9. In heavy weather off the coast of France the vessel's _____ was damaged and she was rendered helpless, having in consequence _____ to Bordeaux.
10. I have now received our _____ with reference to your _____ CF5646 in which you asked for compensation for the damage to two turbine engines which were shipped ex-Liverpool on the MV Freemont on October 11 for delivery to your customer, D.V. Industries, Hamburg.

Ex. 3. Translate into English.

Письмо 1

Уважаемый г-н Смит!

Благодарим Вас за письмо от 6 мая, в котором Вы спрашивали о страховании в нашей компании. Посылаю Вам буклеты, в которых даются разъяснения в отношении наших полисов, которые обеспечат Вам тот вид страхования, в котором Вы заинтересованы. Я думаю, что полис № А356 подойдет Вам лучше всего, поскольку по нему Вы получите самое большое покрытие при 65 пенсах за 100 ф.ст.

Если Вы хотите, я могу договориться с одним из наших агентов, чтобы он встретился с Вами лично и обсудил все детали, а также все условия. Прошу Вас заполнить прилагаемую форму декларации и вернуть нам ее вместе с чеком на 195 ф.ст. В этом случае страховка вступит в силу с 1 июня этого года.

С нетерпением жду Вашего ответа.

С уважением,

А. Бейкер

Менеджер

Письмо 2

Уважаемые господа!

Мы бы хотели сообщить Вам о том, что вчера в подвале (basement) нашего склада вспыхнул (to break out) пожар. Хотя удалось быстро справиться с огнем (the blaze was brought under control), по нашим оценкам был поврежден товар общей стоимостью в 8 тыс. долларов США. Представитель пожарной бригады сообщил нам, что пожар, вероятно, был вызван коротким замыканием в электропроводке (by an electrical short). По его расчетам это случилось около полуночи. К счастью, действия пожарных позволили ограничить ущерб. Прошу

Вас выслать в адрес нашей компании необходимые бланки претензий.

С уважением

Дж. Дрейк

Менеджер “Юнайтед Вэахаус”

Ex. 4. Make up letters according to the situations.

Assignment 1

Вы хотите застраховать партию компьютеров, которая будет отгружена из Ливерпуля в Барселону. Вы хотите застраховать груз от всех рисков. Выясните, какую страховку Вы можете получить и попросите прислать Вам экземпляр страховой декларации.

Assignment 2

Вы направляете в адрес страховой компании письмо с заполненным бланком страховой декларации для того, чтобы продлить генеральный полис на сумму 10 тыс. долларов США. Попросите, чтобы Вам прислали еще несколько экземпляров деклараций, поскольку они у Вас закончились.

TRANSPORTATION AND SHIPPING

Incoterms (International Commercial Terms)

The International Chamber of Commerce first published in 1936 a set of international rules for the international rules for the interpretation of trade terms. **Incoterms®** were first published in 1936 and are continually updated over time to reflect the changing global business environment to be continually used in 2024 and beyond.

The International Chamber of Commerce ICC published the latest version of **Incoterms® 2020**. These changes came into effect on the 1st of January 2020 and are being used in 2024 and beyond, until the next changes are published sometime in future. The ICC originally published Incoterms® in 1936 and have continually made updates to reflect the changes to the global trade environment. It's important that all parties involved in trade clearly understand the changes and how they apply to global supply chains.

Incoterms® play such a vital role in the world of global trade. In 2024, it's imperative that buyers and sellers clearly understand Incoterms® 2010 or Incoterms® 2020 and clearly understand each party's obligations along the supply chain.

What are Incoterms®?

Put simply, Incoterms® are the selling terms that the buyer and seller of goods both agree to during international transactions. These rules are accepted by governments and legal authorities around the world. Understanding Incoterms® is a vital part of International Trade because they clearly state which tasks, costs and risks are associated with the buyer and the seller.

The Incoterm® states when the seller's costs and risks are transferred onto the buyer, typically at the point they deliver the goods. It's also important to understand that not all rules apply in all cases. Some encompass any mode or modes of transport. Transport by all modes of transport (road, rail, air and sea) covers **FCA, CPT, CIP, DAP, DPU** (replaces **DAT**) and **DDP**. Sea/Inland waterway transport (Sea) covers **FAS, FOB, CFR** and **CIF**.

In choosing the right Incoterm®, businesses must consider the nature of their goods and the specifics of their trade agreements. For instance, DDP (Delivered Duty Paid) is often used when sellers want to provide a clear, all-inclusive price to buyers. In FOB (Free On Board), commonly used in bulk shipping, the seller is responsible to deliver the goods on board the vessel, after which the buyer controls the shipping process. Each Incoterm® plays a unique role in balancing cost, control, and risk of loss or damage between import and export.

Why are Incoterms® vital in International Trade?

Incoterms® are referred to as International Commercial Terms. They are a set of rules published by the International Chamber of Commerce (ICC), which relate to International Commercial Law. According to the ICC, Incoterms® rules provide internationally accepted definitions and rules of interpretation for most common commercial terms used in contracts for the sale of goods’.

All International purchases will be processed on an agreed Incoterm to define which party legally incurs costs and risks. Incoterms® will be clearly stated on relevant shipping documents.

These terms are crucial as they simplify global trade by reducing misunderstandings between buyers and sellers. By defining who is responsible for shipping, insurance, and customs duties, Incoterms® ensure that both parties in a transaction are clear about their obligations. This clarity is essential in preventing disputes and delays, which can be costly in international trade. Additionally, by defining the responsibilities for customs clearance, Incoterms® facilitates smoother transitions at international borders, avoiding delays and extra costs.

What’s new for Incoterms® in 2024?

In 2024, Incoterms® still follow the 2020 rules. In 2020 these rules saw some changes. They made global trade clearer. For example, they added a new rule, Delivered at Place Unloaded, DPU. This replaced the former Incoterm® Delivered At Terminal, DAT. Under DPU the seller delivers when the goods, once unloaded are placed at the disposal of the buyer at a named place of destination.

These updates mean easier trade across global borders. With clearer rules, sellers and buyers understand their responsibilities. This reduces confusion and disputes.

What are the differences between Incoterms® 2010 and Incoterms® 2020?

The main explanations of Incoterms® 2020 have remained the same, with a few key updates and changes. The main change includes a new DPU term replacing DAT, along with other changes to Incoterms® as below. It's imperative that all parties involved in global trade understand these updates and how they may affect your supply chain.

New Incoterm® DPU Replaces DAT

The previous Incoterm® DAT (Delivered at Terminal) is now called DPU (Delivered at Place Unloaded). It was decided to change the term to DPU to remove confusion that arose in the past. In the past, DAT required 'Delivery at Terminal (unloaded)', however the word "terminal" caused confusion. The new term DPU (Delivery at Place Unloaded) covers 'any place, whether covered or not'.

Different level of insurance cover between CIF and CIP

CIF and CIP are the only two Incoterms® that require the seller to purchase insurance in the buyer's name. Under Incoterms® 2010 the insurance cover for both CIF and CIP was required under Institute Cargo Clause C. Under the new Incoterms® 2020, CIP requires insurance cover complying with Institute Cargo Clause A. Clause A covers a more comprehensive level of insurance which is usually suitable for manufactured goods, where Clause C would likely apply to commodities.

In summary:

CIF remains the same, it requires 'Institute Cargo Clause C' insurance cover – Number of listed risks, subject to itemized exclusions.

CIP now requires an upgraded 'Institute Cargo Clause A' insurance cover – All risk, subject to itemized exclusions.

Updated Costs and Listings

Costs became quite a problem with Incoterms® 2010 with some parties. In some cases carriers were changing their pricing so sellers were often faced with new

back charged terminal handling charges. Incoterms® 2020 now provides much more detail around costs and now appear under the A9/B9 sections of the rule. This clearly states which costs are allocated to each party.

Increased Security Requirements, Allocations and Costs

In a world with increasing security requirements, the Incoterms® 2020 rules now provide more detail around security allocations and necessary costs. For each Incoterm® rule, the security allocations have been added to A4/A7 and the associated costs have been added to A9/B9.

Buyer's and Seller's Own Transport

Under Incoterms® 2010 it was assumed that all transport would be undertaken by a third party transport provider. Updates to Incoterms® 2020 allows for the provision for the buyer or seller's own means of transport. This recognizes that some buyers and sellers are using their own methods of transport, including trucks or planes to get goods delivered.

This allows for the buyer's own means of transport under the FCA rule

This allows for the seller's own means of transport under DAP, DPU and DDP.

FCA, FOB and the Bill of Lading Process

Updates were made to the previous Incoterms® 2010 to encourage exporters of containerized goods to use the FCA Incoterm®. In reality most parties were still using FOB when they should have been using FCA. This is because even experienced sellers still wanted to use FOB because they wanted the contract to be under a Letter of Credit.

Therefore provisions have been made to the Incoterms® 2020 to state that the buyer must instruct the carrier to issue a transport document stating that the goods have been loaded – i.e a Bill of Lading with an 'on board' notation. In the past carriers have frequently refused to issue a Bill of Lading with a notation to the seller if they have received the goods from an intermediary transport (such as a truck), instead of directly from the seller.

Recommendations for Effectively Leveraging the Latest Incoterms®

Businesses should study these changes well. Knowing them helps in making better contracts. It's wise to consult experts in international trade. They can give advice on the best Incoterm® to use. Also, always check the latest rules before making deals to reduce the risk level in your global trade shipments.

An overview of the 11 Incoterms® used in 2024

EXW | Ex-Works or Ex-Warehouse

FCA | Free to Carrier

FAS | Free Alongside Ship

FOB | Free On Board

CFR | Cost and Freight

CIF | Cost, Insurance and Freight

CPT | Carriage Paid To

CIP | Carriage And Insurance Paid To

DAP | Delivered At Place

DPU | Delivered At Place Unloaded (replaces Incoterm® 2010 DAT)

DDP | Delivered Duty Paid

How to utilize Incoterms® 2020 on Sales and Purchasing Contracts

The new Incoterms® 2020 came into effect on the 'effective' date of the 1st January 2020. What does that actually mean for your business? Trading partners can still carry on using Incoterms® 2010 if they prefer to, which may occur when it is being used to confirm complex commercial agreements.

All parties must make it clear in Sales and Purchasing contracts which Incoterms® version is being referred to in order to avoid any misunderstanding. Different trading partners will incorporate Incoterms® into contracts at different times. The Sales and Purchasing Contracts, or Proforma Invoices and Purchase Orders should both be counter signed by each party.

Incoterms® use in 2024 comprises 11 trade terms that define the specific obligations and responsibilities of buyers and sellers in international commercial transactions. These terms are **EXW, FCA, CPT, CIP, DAP, DPU, DDP** (applicable for all modes of transport), and **FAS, FOB, CFR, CIF** (specifically for sea and

inland waterway transport). Each term provides clear guidelines on the division of costs, risks, and responsibilities between the buyer and seller.

How can Incoterms® be used in international trade transactions?

In international trade, Incoterms® play a crucial role in contracts between buyers and sellers. They clearly define where goods will be delivered, who takes the risk at each stage, and how responsibilities are shared between the buyer and seller. The agreed Incoterm® should be clearly stated on sales contracts and shipping documentation. This standardization ensures that every party involved understands their responsibilities, reducing misunderstandings and disputes.

Who is responsible for paying freight charges under Incoterms®?

Under Incoterms®, the party that pays for the freight charges depends on the Incoterm® that is chosen. For instance, under CIF (Cost, Insurance, and Freight), the seller arranges and covers the cost of transporting goods to the named port. In contrast, under EXW (Ex Works), the buyer takes full responsibility for all freight charges incurred after the shipment leaves the seller's warehouse or location.. Each Incoterm® clearly defines these responsibilities, ensuring both parties know their obligations for freight arrangements.

How can Incoterms® help in defining the costs and risks associated with the delivery of goods?

Incoterms® clearly defines the point at which the costs and risks are transferred from the seller to the buyer, providing transparency and clarity in international trade transactions and minimizing potential disputes.

ADVICE OF DISPATCH AND PACKING PARTICULARS

September 17, 20...

Dear Sirs,

We advise you that the consignment you ordered last month was dispatched on September 15 and is to arrive within two weeks.

The engine parts have been wrapped in waterproof *greased paper* and packed into standard *crates* suitable for the type of equipment to be delivered.

Units have been packed separately into boxes attached to the inside of each crate. Lifting hooks are provided at four points. Please note that these crates are *non-returnable*.

The generators have been *bolted* into specially made crates and surrounded by hard *padding*.

For each crate the sum of \$20 is charged. The amount is *repayable* if you return crates in reasonable condition.

Faithfully yours,

A. Claws

Andrew Claws

greased paper	промасленная бумага *grease-proof paper – восковая бумага
crate	контейнер. ящик
non-returnable	не подлежащий возврату
bolt	скреплять болтами
padding	набивка; набивочный материал
repayable	подлежащий возмещению; выплачиваемый; погашаемый

ADVICE OF DISPATCH

March 30, 20...

Dear Sirs,

We acknowledge receipt of your confirmation that your consignment should be sent by ferry and rail, and we have accordingly shipped the 2 *lb.* tins in 10 crates, each crate containing 6 strong cardboard cartons, which in turn contain 24 tins each. The 4 *lb.* tins are in further 10 crates, each carton containing 12 tins. Gross weight of each crate is 6 *cwt.* *Marking:*

We trust the consignment arrives safely.

Yours faithfully,

S Andersen

lb.	фунт
cwt.	центнер от англ. Hundredweight
marking	маркировка

DETAILS OF PACKING

Monsieur J. LELOT

Service des Achats

Societe UNICOUPE

191, avHalevy

69002 LYON CEDEX 02

FRANCE

Dear Mr. J. Lelot,

We are pleased to confirm your order enclosed with your letter of 5th June 20...

The goods will be forwarded packed in special cases so as to avoid damage in transit according to your instructions, delivery by refrigerated lorry to your Leeds warehouse. A copy of the waybill will be sent to you within a week. The special *shockproof packing* will be charged at €2 per package. Pallets will be *charged at cost*.

We are sure you will find our packing excellently suited to your requirements.

Sincerely yours,

T.Collins

shockproof packing	противоударная упаковка SYN: shock-resistant
pallet	тех. паллет, поддон
charge at cost	взыскивать по себестоимости

REPLY TO COMPLAINT OF DAMAGE

R.G. Electronics AG ""X»,
Tel (+49) 22132 42 98
Email: gerlachr@rge.co.de
www.rge.de

17 August 20—

P. Gérard
Manager
Disc S.A.
251 rue des Raimonières
F-86000 Poitiers Cédex

Dear M. Gérard

I was sorry to hear about the damage to part of the consignment, No. T1953 that we sent you last week.

I have checked with our *dispatch department* and our records show that the goods left here in perfect condition. Our checker's mark on the side of each box – a blue label with a packer's number and date on it – indicates this.

As you made the arrangements for delivery, I am afraid we cannot help you.

However, I suggest you write to Gebriider Bauer Spedition, and if the goods were being carried at 'carrier's risk', as they usually are in these cases, I am sure they will consider compensation.

I have enclosed a copy of the receipt from their goods depot at Koln. Please let me know if we can supply any other documents to help you with your claim.

Yours sincerely,

Rolf Gerlach

Sales Director

Enc.

dispatch department	отдел отправки; экспедиция
carry	транспортировать, перевозить

COMPLAINT TO THE CARRIER

Telephone (+33) 2 99681031

Télécopie (+33) 2 74102163

Email p.gerard@disc.co.fr

14 September 20—

Gebrüder Bauer Spedition
Mainzerstrasse, 201-7
D-50000Köln

Dear Sirs,

Consignment Note 671342158

The above consignment was delivered to our *premises*, at the above address, on 6 September. It consisted of eight boxes of read / write CDs, three of which were badly damaged.

We have contacted our suppliers, and they inform us that when the goods were deposited at your depot they were in perfect condition. Therefore we *assume* that damage occurred while the consignment was in your care.

The boxes were marked FRAGILE and KEEP AWAY FROM HEAT. However, the nature of the damage to the goods (the CDs were scratched, warped, or split) suggests that the consignment was *roughly handled* and left near a heater.

We estimate the loss on invoice value to be €500.00, and as the goods were sent 'carrier's risk' we are claiming compensation for that amount.

You will find a copy of the consignment note and invoice enclosed, and we will *hold* the boxes for your inspection.

Yours faithfully,

P. Gerard

Manager

premises	помещение, территория, склад
assume	предполагать
handle roughly	неаккуратно/небрежно обращаться/транспортировать/выгружать/грузить
hold	хранить

WRITTEN PATTERNS

perishable goods	скоропортящиеся товары или грузы SYN: perishables
haulage	перевозка; транспортировка; буксировка SYN: trucking
bulk goods	насыпные, наливные или навалочные грузы SYN: bulk cargo; bulk freight
franco domicile	франко место назначения
to charge at cost	взыскивать по себестоимости
We trust the consignment arrives safely.	Мы надеемся, что партия (товара) прибудет в полной сохранности.
We shall ensure that similar mistakes do not occur again.	Уверяем Вас, что аналогичные ошибки не повторятся.

Ex. 1. Find the English equivalents.

Упаковочная компания; перевозка; не подлежащий возврату; противоударная упаковка; причал; взыскивать по себестоимости; насыпные грузы; поддон; набивочный материал; транспортировка; скоропортящиеся товары; промасленная бумага; скреплять болтами; центнер; неотгруженный; закрытое помещение.

Ex. 2. Fill in the blanks with one of the following words. Mind your grammar.

greased; to pile up; forwarding agent; Enclosed space; to observe; short-shipment; to supervise; shockproof; port of destination; account; in the meantime; heat source; padding; waybill; short-shipped; by rail; wharf; beyond sb's control; at cost; to wrap; repayable

1. They are arranging for the dispatch of the three crates _____ on board the M.V. Marine Star which is due to arrive at _____ on August 23.
2. _____ we have arranged for the dispatch of four replacement crates.
3. A copy of the _____ will be sent to you within a week.

4. We would remind you that these new boxes must not under any circumstances be stored in _____ or near _____.
5. Pallets will be charged _____.
6. We are sending 50 crates _____ to Boulogne where our agent will personally _____ loading on board the Boulogne - Folkestone ferry.
7. If you have any explanation to offer, we are expecting a full _____.
8. The amount is _____ if you return crates in reasonable condition.
9. Our _____ have informed us that the crates were left behind on _____ in the port of shipment.
10. Parties to that service have a lot of rules and regulations that _____ for years.
11. We apologize for the inconvenience caused by _____, which was due to circumstances _____.
12. The special _____ packing will be charged at 5 euros per package.
13. The engine parts _____ in waterproof paper and packed into standard crates suitable for the type of equipment to be delivered.
14. The generators have been bolted into specially made crates and surrounded by _____.

Ex. 3. Translate into English.

Письмо 1

Уважаемые господа!

Ссылаясь на наш заказ на 500 больших банок краски, мы сообщаем Вам, что мы на прошлой неделе выслали Вам бланк заказа, и надеемся, что Вы его получили.

Поскольку у нас имеется большой опыт в перевозках краски, а Ваша компания занимается этим видом деятельности сравнительно недавно, мы можем направить Вам необходимые инструкции по упаковке.

Как Вы знаете, краска — огнеопасный (inflammable) товар, поэтому необходимо принять меры предосторожности. Мы предлагаем, чтобы банки по

10 штук были упакованы в специальные картонные коробки. Каждая коробка должна иметь внутренний противопожарный слой (lining). Каждый ящик должен быть должным образом опечатан.

Учитывая, что наши таможенные органы не требуют наличия на коробках или ящиках особых маркировок, мы просим Вас указать наименование грузополучателя и грузоотправителя и специальные отметки в связи с огнеопасностью товара.

Надеемся, что наши инструкции помогут Вам. Если у Вас есть дальнейшие вопросы, обращайтесь к нам или к нашим экспедиторам.

С уважением,

А.Петров

Письмо 2

Уважаемые господа!

Благодарим Вас за письмо от 15 октября с.г. Мы передали Ваши инструкции по упаковке нашим экспедиторам. Они сделают все возможное, чтобы выполнить их в полном объеме.

Наши экспедиторы сообщили нам, что металлические ящики, которые они используют, — огнестойкие (fire-resistant) и в то же самое время чрезвычайно легкие. Эти ящики подлежат возврату, и наши экспедиторы свяжутся с Вами для того, чтобы забрать их у Вас в дальнейшем для повторного использования.

Мы вышлем Вам уведомление об отгрузке, как только товар будет упакован и отгружен.

С уважением,

Е. Аверина

Ex. Make up letters according to the situations.

Assignment 1

Сообщите, что полученные Вами товары были упакованы ненадлежащим образом, в результате чего часть товара пришла в негодность. Вы просите прислать замену в кратчайшие сроки.

Assignment 2

Сообщите Вашим клиентам, что партия заказанной ими краски была Вами отгружена. Вы выполнили все договоренности:

- *Упаковка.* В 10 картонных ящиков, по 40 банок в каждом.
- *Отгрузка.* Т/х “Виктория” из Ливерпуля 20 августа с прибытием в Момбасу (Mombasa) 29 сентября.
- *Маркировка.* Наименования грузоотправителя и грузополучателя. Огнеопасно. Краска. Осторожно. Ящики должны быть пронумерованы по порядку (1-10).

Сообщите, что Вы вручили все документы, относящиеся к данной партии товара, экспедиторам Ваших клиентов, и надеетесь, что Ваши клиенты получат товар в полной сохранности.

CLAIMS AND COMPLAINTS

It often happens when it is necessary to deal with a complaint or even make a complaint. Complaints are often received by companies when they ship goods abroad. Unfortunately, errors can often occur and goods can be mishandled, accidents can happen usually because of haste and lack of supervision. There is sometimes a shortage of staff owing to illness or holidays. Thus, mistakes are unavoidable and inevitable and customers complain. If the companies under contract the dissatisfied party (a claimant / plaintiff) can consider that the other party has infringed the terms of the contract. In such cases the dissatisfied party may think it necessary to write the other party a letter of complaint which often contains a claim i.e. a demand for something to which the sender of the letter, in his opinion, has a right as, for instance, a claim for damages and losses or for a reduction in price etc.

Complaints and claims may arise in connection with the delivery of wrong goods, damaged goods, or too many or too few. Even if the right goods are delivered in the right quantities, they may arrive later than expected causing severe problems to the customer. Besides, the quality of the goods may be unsatisfactory: perhaps they are not up to the sample or description, or they may simply be second-rate products. In any case to have to complain is annoying, but to complain without good reason will also annoy your correspondent. If you complain, make sure you get your facts right. And if you have to answer an unjustified (groundless) complaint, be polite and restrained.

Very often the parties (claimant and defendant) agree upon an amicable settlement of the claim in question. That means that the claim is considered, admitted and satisfied. In this case, the other party withdraws or abandons the claim. If, however, an amicable settlement is not arrived at, i.e. the claim is declined / waived, the dispute is settled by a court of law or by arbitration. The award or decision of arbitration court is final and binding for both parties.

CLAIM FOR INTERIORITY TO SAMPLE

April 23, 20...

Export Division

Inter Coffee, Inc

1677 Sea Harbor Drive

Orlando, Florida 35509

USA

Gentlemen:

Contract № 345

We have examined the consignment of Coffee shipped by m/v *Victoria* against Contract no.345 and in accordance with the terms and conditions of the contract, we find that the Goods are inferior to the sample on the basis of which the contract was concluded.

After a thorough examination of the Coffee we have to make the following claim on you. We believe that 5,000 bags of Coffee shipped by m/v *Victoria* sold to us as Santos Coffee New York Type № 2 contain excessive quantity of unripe (незрелый), shelly (в оболочке, неочищенный от оболочки), broken, weevil (изъеденный жучками) and defective beans and correspond to Santos Coffee York Type № 3/4.

We are therefore claiming from you the amount of \$7.200 being the price divergence between Santos New York Type 2 and Santos New York Type $\frac{3}{4}$ of \$36.20 per 50 kilos on 5.000 bags weighing 300 metric tons.

Please inform us if you agree to grant us this allowance.

Yours sincerely,

Susan Kohen

Managing Director

inferior	худший, хуже ♦ inferior to sth ANT: superior to sth
examination	осмотр, изучение ♦ to do/make an examination – проводить осмотр
claim	претензия, рекламация ♦ to make claim on / against sb for sth – предъявлять претензию кому-либо ♦ to abandon / to withdraw a claim – отказываться от претензии ♦ to decline a claim – отклонить претензию ♦ to admit a claim – признавать претензию ♦ to consider a claim – рассматривать претензию ♦ to satisfy a claim – удовлетворять претензию
correspond to / with sth.	соответствовать чему-либо SYN: to conform to sth
to claim	требовать ♦ to claim sth from sb – требовать что-либо от кого-либо
divergence	разница SYN: difference

REPLY TO CLAIM

April 10, 2017

Ms Susan Kohen

Welsh Trading Company, Ltd

56 West Road

Cardiff

CF4 2FT

Dear Sirs,

Contract № 345

We acknowledge receipt of the letter of April 8, 20... claiming an allowance of 1.20 dollars per kilo on 5,000 bags of Coffee shipped by m/v *Victoria*.

We have carefully examined the samples from this consignment and offer you, without prejudice, an allowance of 75 US cents per 50 kilos in full settlement of your claim.

Failing your acceptance of this offer, the claim will be submitted to arbitration.

Yours sincerely,

George Wollen

Sales Manager

without prejudice to sth	без ущерба для чьих-либо прав
settlement	урегулирование ♦ settlement of dispute – урегулирование спора
failing	<i>предл.</i> в случае отсутствия, в случае не выполнения
to submit to arbitration	передать в арбитраж SYN: to refer to arbitration

CLAIM FOR MISSING GOODS

May 15, 2017

Kitchen -Ware Supplies, Ltd.

Cotton Road

Exeter

England EX4 9DT

Dear Sirs,

Order № 153

We refer to our order (№ 153) for China-Ware. Our agent took delivery of the consignment in accordance with the instructions contained in your advice of dispatch.

Unfortunately, only 1800 cups were dispatched. The 2000 saucers, packed separately according to our instructions, arrived in good order and condition. However, they are not much use to us without the missing 200 cups.

There is a clear discrepancy between the packing lists which arrived and your invoice. Whether there has been pilferage or not is a matter for the Lloyd's agent, who is investigating the matter at the moment.

We must ask you to arrange for the dispatch of replacements for the missing cups at once, as we must meet the delivery time agreed upon with our own customers.

Yours sincerely,

Robert Leclerc

to take delivery	принять поставку SYN: to accept delivery
advice of dispatch	извещение об отправке SYN: notification of dispatch
discrepancy	противоречие, расхождение
pilferage	хищение, воровство (из отдельных мест груза)
to investigate	расследование, исследовать, изучать
replacement	замена, части для замены, сменные части

REPLY TO CLAIM

May 16, 2017

Mr Leclerc

Lournier, SA

Rue de Rivoli

Paris

Dear Sirs,

Order № 153

We have received your letter of September 4, 20... concerning the above-mentioned order. We regret that you did not receive the whole consignment of China Ware.

Our Forwarding Agents have informed us that the crates (Nos. 15-17) were left behind at the warehouse of the Port of London. They are arranging for the dispatch of

the three crates short-shipped on board the m/v *Catherine* which is to arrive in Marseilles on May 18, 20...

We apologize for the inconvenience caused by this short-shipment which was due to circumstances beyond our control. We will contact our Forwarding Agents and the post authorities to prevent delays occurring in this way in future.

Yours sincerely,

Michael Brown

Managing Director

consignment	партия (товара), груз SYN: lot; cargo
short-shipped	оставшийся непогруженным SYN: undershipped
beyond sb's control	независящий от кого-либо
to prevent sth	не допустить чего-либо, предупредить что-либо

WRITTEN PATTERNS

1. Failing your acceptance of this offer, the claim will be submitted arbitration. Если Вы не примете наше предложение, претензия будет передана в арбитраж.

2. We must ask you to arrange for dispatch of replacements for the missing cups at once. Мы вынуждены просить Вас организовать отправку замены недостающих чашек немедленно.

Ex.1. Find the English equivalents in the letters.

В соответствии с условиями контракта; на основании, которого заключен контракт; предъявлять претензии кому-либо; разница в цене; предоставить скидку; без ущерба для прав; полное урегулирование претензии; направить претензию в арбитраж; извещение об отправке; расхождение между упаковочным листом и счетом-фактурой; хищение; непогруженные ящики; не зависящие от нас причины.

Ex.2. Fill in the blanks with one of the following words. Mind your grammar.

without prejudice; examination; beyond sb's control; discrepancy; at the warehouse; short-shipped (2) ; inferior to; to submit; pilferage; replacement; to investigate; difference; port authorities; consignment.

1. After a careful ___ of the Goods we are making the following claim on you.
2. Our Forwarding Agents have informed us that the crates (Nos. 15-17) were left behind ___ of the Port of London.
3. We are claiming from you the amount of 5.000 dollars being ___ in price between Wheat Grade A and Grade B.
4. We will contact our Forwarding Agents and ___ to prevent delays occurring in this way in future.
5. The Goods are ___ the sample on the basis of which the contract was concluded.
6. There is a clear ___ between the packing lists which arrived and your invoice.
7. They are arranging for the dispatch of the three crates ___ on board the m/v *Catherine*.
8. Failing your acceptance of this offer, the claim will ___ to arbitration.
9. We have carefully examined the samples from this consignment and offer you ___ an allowance of 36 USD per 50 kilos full settlement of your claim.
10. The Lloyd's agent ___ the matter at the moment.
11. We apologize for the inconvenience caused by the short-shipment which was due to circumstances ___.
12. As the goods are ___, we have to claim for damages.
13. Whether there has been ___ or nor is not clear yet.
14. Our agent took delivery of ___ in accordance with the instructions contained in your advice of dispatch.
15. We must ask you to arrange for the dispatch of ___ for the missing part of the Goods at once.

Ex.3. Translate from Russian into English

Письмо 1

Уважаемые господа!

Мы получили Ваше письмо от 18 октября 20...г., в котором Вы просите нас предоставить Вам скидку в 10% от стоимости товара, отгруженного теплоходом “Куин Элизабет” в счет контракта №145. В письме Вы указываете, что качество товара не соответствует образцу, на основании которого был заключен контракт.

Однако мы не можем удовлетворить Вашу просьбу, поскольку анализ, произведенный нашей лабораторией, показал, что товар полностью соответствует образцу. Следовательно, мы просим Вас либо отозвать Вашу претензию, либо предоставить серьезные подтверждения низкого качества полученного Вами товара.

С уважением,

Л. Браун

Письмо 2

Уважаемые господа!

Ссылаясь на Ваше письмо от 15 октября 20...г. И в подтверждение нашего разговора по телефону сегодня, мы сообщаем Вам, что мыс связались с нашими экспедиторами по поводу 5 недопоставленных ящиков кухонных принадлежностей (kitchen-ware). Наши экспедиторы выяснили, что недопоставка произошла по вине порта погрузки.

Мы приносим свои извинения за причиненное Вам неудобство, которое произошло по не зависящим от нас причинам. Мы обязательно свяжемся с администрацией порта по данному вопросу и попытаемся не допустить подобных случаев в будущем.

С уважением,

С. Белов

Ex.4. Make up letters according to the situations.

Assignment 1

Вы получили товар, качество которого значительно ниже образца, на основании которого был заключен контракт. Напишите письмо продавцу и потребуйте либо замены некачественного товара, либо 10% скидку со всей стоимости товара. Укажите также в письме, что, если продавец откажется выполнить ваши условия, то вы обратитесь в арбитраж.

Assignment 2

Вы получили письмо, в котором покупатели сообщают о недоставке товара по контракту № 15-02. Связавшись с вашими экспедиторами вы выяснили, что, действительно, 4 ящика не были погружены на теплоход. Составьте письмо, в котором вы приносите свои извинения и излагаете предпринятые вами шаги, направленные на то, чтобы подобная ситуация не повторилась в будущем.

APPENDIX 1

PAYMENT

Irrevocable Documentary Credit Application Form

Consult the Issuing Bank for guidance if the completion of this form should raise any question	Applicant:	Issuing Bank:
	Date of Applications: <input type="checkbox"/> Issue by (air) mail <input type="checkbox"/> with brief advice by telettransmission(see UCP 500 Article 11) <input type="checkbox"/> Issue by telettransmission (see UCP 500 Article 11) <input type="checkbox"/> Transferable Credit – As per UCP 500 Article 48	Expiry Date and Place for Presentation of Documents Expiry Date: Place for Presentation:
	Confirmation of the Credit: <input type="checkbox"/> not requested <input type="checkbox"/> requested <input type="checkbox"/> authorized if requested by Beneficiary	Beneficiary
	Partial shipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed	Amount in figures and words (Please use ISO Currency Codes):
	Transshipments <input type="checkbox"/> allowed <input type="checkbox"/> not allowed Please refer to UCP 500 transport Articles for exceptions to this condition	Credit available with Nominated Bank: <input type="checkbox"/> by payment at sight <input type="checkbox"/> by deferred payment at: <input type="checkbox"/> by acceptance of drafts at: <input type="checkbox"/> by negotiation:
	<input type="checkbox"/> insurance will be covered by us	Against the documents detailed herein: <input type="checkbox"/> and Beneficiary's draft(s) drawn on:
	<i>Shipment as defined in UCP 500 Article 46</i> From: For transportation to: Not later than:	
	Goods (Brief description without excessive details – See UCP 500 Article 5)	Terms: <input type="checkbox"/> FAS <input type="checkbox"/> CIF <input type="checkbox"/> FOB <input type="checkbox"/> Other terms: <input type="checkbox"/> CFR <input type="checkbox"/> as per INCOTERMS
	Commercial invoice <input type="checkbox"/> signed, original and <input type="checkbox"/> copies.	
	Transport Documents: <input type="checkbox"/> Multimodal Transport Document, covering at least two different modes of transport <input type="checkbox"/> Marine/Ocean Bill of Lading covering a port-to-port shipment <input type="checkbox"/> Non-Negotiable Sea Waybill covering a port-to-port shipment <input type="checkbox"/> Air Waybill, original for the consignor <input type="checkbox"/> Other transport document: <input type="checkbox"/> to the order of <input type="checkbox"/> endorsed in blank <input type="checkbox"/> marked freight <input type="checkbox"/> prepaid <input type="checkbox"/> payable at destination <input type="checkbox"/> notify: Insurance Document: <input type="checkbox"/> Policy <input type="checkbox"/> Certificate <input type="checkbox"/> Declaration under an open cover. Covering the following risks: Certificates: <input type="checkbox"/> Origin <input type="checkbox"/> Analysis <input type="checkbox"/> Health <input type="checkbox"/> Other Other Documents: <input type="checkbox"/> Packing List <input type="checkbox"/> Weight List	
Documents to be presented within <input type="checkbox"/> days after the date of shipment but within the validity of the Credit.		
Additional Instructions:	We request you to issue on our behalf and for our account your Irrevocable Credit in accordance with the above instructions (marked (x) where appropriate). This Credit will be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision, Publication No. 500 of the International Chamber of Commerce, Paris, France), insofar as they are applicable. _____ Name and signature of the Applicant.	

FORM B

To: _____ Branch _____ Date _____			
Dear Sirs, I hereby request and authorize you to open and/or continue a current account in my name and in accordance with the following particulars.			
FULL NAME _____ NATIONALITY _____			
TITLE OF ACCOUNT _____			
CHOSEN ADDRESS	POSTAL ADDRESS TEL NOS. Off. _____ Res. _____		
	ADDRESS IN COUNTRY OF DOMICILE		
PROFESSION	POSITION		
IDENTIFICATION (preferably passport details)	Date and Place of Birth		
EMPLOYER	ADDRESS		
references	Name of Other Banker (previous or present)		
	Introduced by Name _____ Address and Tel. No. _____		
STATEMENTS OF ACCOUNT REQUIRED monthly <input type="checkbox"/> quarterly <input type="checkbox"/>			
CHEQUE BOOKS 25 <input type="checkbox"/> 50 <input type="checkbox"/> to be <input type="checkbox"/> mailed to above address			
SPECIAL INSTRUCTIONS (if any)			
INITIAL DEPOSIT			
I expressly agree and accept to be bound by the Bank's separate General Conditions for the Operation of Current Accounts (which I hereby confirm having read and understood) and any modification or variation made thereto.			
CUSTOMER SIGNATURE _____			
PLACE AND DATE			
FOR BANK USE ONLY			
Account Number	Currency	Type	Date Opened
Approved by (name and title)			
CHECK LIST			
1. application form completed..... <input type="checkbox"/>		2. General Conditions signed..... <input type="checkbox"/>	
3. signature cards completed..... <input type="checkbox"/>		4. references received..... <input type="checkbox"/>	
5. copy identification documents obtained..... <input type="checkbox"/>			
6. opening of account approved..... <input type="checkbox"/>		7. initial deposit received..... <input type="checkbox"/>	
8. cheque book issued..... <input type="checkbox"/>		9. computer form completed..... <input type="checkbox"/>	

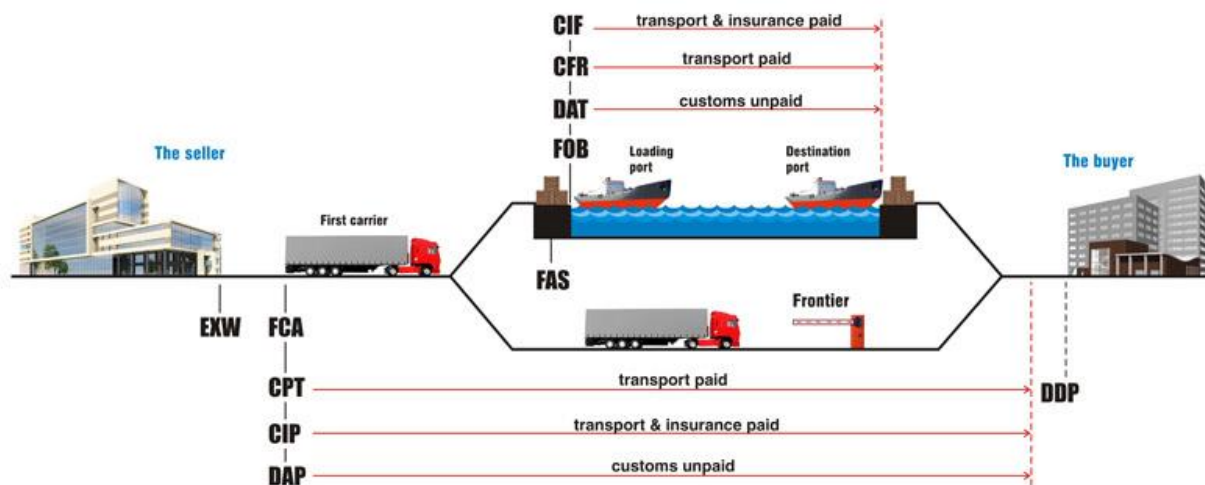
APPENDIX 2

VOCABULARY and GRAMMAR PRACTICE

1. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/financial-verbs-issue-due-reminder>
2. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/correspondence-verb-attach-reply-forward-enclose>
3. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/correspondence-verb-attach-reply-forward-enclose-2>
4. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/phrases-in-business-emails>
5. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/prepositions-in-business-emails>
6. http://www.businessenglishsite.com/exercise_coverletter1.html
7. <http://www.businessenglishsite.com/modern-business-letters1.html>
8. <http://www.businessenglishsite.com/modern-business-letters2.html>
9. <http://www.businessenglishsite.com/modern-business-letters3.html>
10. <http://www.businessenglishsite.com/esl-shipping-terminology1.html>
11. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/correspondence-verb-attach-reply-forward-enclose>
12. <http://speakspeak.com/english-grammar-exercises/business-vocabulary/phrases-in-business-emails>
13. <https://english-grammar.biz/>
14. <https://english-grammar.at/>
15. <https://learnenglish.britishcouncil.org/business-english/english-emails>
16. <https://www.teachingenglish.org.uk/teaching-resources/teaching-adults/activities/upper-intermediate-b2/business-letter>
17. <https://www.teachingenglish.org.uk/teaching-resources/teaching-adults/activities/upper-intermediate-b2/business-letter>

18. <https://www.businessenglishresources.com/learn-english-for-business/student-section/practice-exercises-new/amp/>
19. <https://www.businessenglishsite.com/business-english-vocabulary.html>
20. <https://www.businessenglishsite.com/business-english-grammar-tests.html>
21. <https://www.businessenglish.com/vocabulary-exercises.html?lang=eng>
22. <https://test-english.com/vocabulary/b1-b2/business-b1-english-vocabulary/>

APPENDIX 3 INCOTERMS



Extract from “International Rules For Interpretation of Trade Terms”

INCOTERMS ICC

EXW – Ex Works («с места работы»; употребляется с указанием местоположения продавца; ответственность продавца заканчивается, когда товар оказался на его складе, магазине и т.д.; на покупателя ложатся все расходы по вывозу товара со склада, перевозке, растаможке и т.д.)

FCA – Free Carrier («свободен [от ответственности, когда груз получил] перевозчик»; употребляется с указанием места (FCA Hamburg); ответственность продавца заканчивается, когда товар подготовлен к экспорту и передан указанному покупателем перевозчику в указанном покупателем месте; если для подписания контракта с перевозчиком требуется участие продавца, расходы и риск, связанные с таким участием, ложатся на покупателя)

FAS – Free Alongside Ship («свободен [от ответственности, когда груз доставлен] на борт корабля»), употребляется с указанием порта; ответственность продавца заканчивается, когда товар подготовлен к экспорту и погружен на корабль в указанном порту; с этого момента все расходы и риски, а также ответственность за порчу и потерю товара несет покупатель; применяется только в контрактах с поставкой по морю или по рекам)

FOB – Free on Board употребляется с указанием порта; ответственность продавца заканчивается в момент погрузки подготовленного к экспорту товара на борт; для поставок в контейнерах и т.п. используется FCA; применяется только в контрактах с поставкой по морю или по рекам

CFR – Cost and Freight («стоимость и фрахт»); употребляется с указанием порта прибытия груза; ответственность продавца заканчивается, когда товар доставлен в порт прибытия, однако с момента погрузки товара на борт все расходы, связанные с порчей или потерей товара, несет покупатель; продавец обязан подготовить товар к экспорту; применяется только в контрактах с поставкой по морю или по рекам; для поставок в контейнерах и т.д. используется CPT)

CIF – Cost, Insurance and Freight («стоимость, страховка и фрахт»); употребляется с указанием порта прибытия груза; ответственность продавца та же, что при CIP, однако продавец обязан также застраховать товар на время его перевозки по морю (он заключает контракт со страховщиком и платит страховой взнос, однако страховка может быть минимальной); продавец обязан подготовить товар к экспорту; применяется только в контрактах с поставкой по морю или по рекам; для поставок в контейнерах и т.д. используется CIP)

CPT – Carriage paid to («доставка оплачена до»); употребляется с указанием места прибытия груза; продавец обязан оплатить стоимость перевозки груза до указанного места; с момента доставки товара на склад перевозчика (если в поставке используются несколько перевозчиков, то на склад первого перевозчика) ответственность за порчу и потерю товара, а также различные расходы несет покупатель, до этого момента - продавец; продавец обязан подготовить товар к экспорту)

CIP – Carriage and Insurance paid to («доставка и страховка оплачены до»); употребляется с указанием места прибытия груза; ответственность продавца та же, что при CPT , однако продавец обязан также застраховать товар на время его перевозки (он заключает контракт со страховщиком и платит страховой

взнос, однако страховка может быть минимальной); продавец обязан подготовить товар к экспорту)

DAF – Delivered at Frontier («доставлено на границу»; употребляется с указанием места; ответственность продавца заканчивается, когда товар подготовлен к экспорту и доставлен в указанный пункт у границы (таможенный контроль страны, куда поставляется товар, не пройден); слово "граница" может относиться к границе любой из двух стран, поэтому надо обязательно указывать приграничный пункт; обычно употребляется при поставках по железной дороге или автодороге, однако может употребляться и при других видах поставок)

DES – Delivered ex Ship («доставлено с корабля»; употребляется с указанием порта назначения груза; ответственность продавца заканчивается, когда корабль с товаром на борту прибыл в указанный порт (товар не разгружен и не подготовлен к ввозу); все расходы по доставке груза, ответственность за порчу и потерю товара до этого момента несет продавец; используется только при поставках морем или по рекам)

DEQ – Delivered ex Quay (Duty Paid) («доставлено с причала (пошлина оплачена»); с указанием порта прибытия груза; ответственность продавца заканчивается после того, как товар по прибытии в указанный порт разгружен и подготовлен к ввозу; все расходы по доставке груза (налоги, пошлины и т.д.), ответственность за порчу и потерю товара до этого момента несет продавец; используется только при поставках морем или по рекам; обычно не используется, если продавец не может опосредованно или непосредственно получить разрешение на ввоз; если стороны договариваются, что пошлину на ввоз оплачивает покупатель, слова «duty paid» («пошлина оплачена») заменяют на «duty unpaid» («пошлина не оплачена»); могут быть также добавлены положения, освобождающие продавца от ряда ответственностей («VAT unpaid» и т.п.);

DDU – Delivered, Duty Unpaid ("доставлено, пошлина не оплачена")поставка без оплаты пошлины (с указанием места назначения; означает, что продавец

предоставит не прошедший таможенную очистку и неразгруженный с прибывшего транспортного средства товар в распоряжение покупателя в названном месте назначения; могут быть добавлены положения, обязывающие продавца оплатить отдельные дополнительные формальности; данный тип распределения ответственности может использоваться независимо от вида поставки)

DDP – Delivered, Duty Paid («доставлено, пошлина оплачена»; употребляется с указанием места прибытия; ответственность продавца заканчивается после того, как товар доставлен в указанное место в стране покупателя; все риски, все расходы по доставке груза (налоги, пошлины и т.д.), ответственность за порчу и потерю товара, включая пошлины и прочие выплаты, выплачиваемые при импорте, до этого момента несет продавец, также он несет ответственность за растаможку; могут быть добавлены положения, освобождающие продавца от оплаты отдельных дополнительных формальностей; данный тип распределения ответственности может использоваться независимо от вида поставки)

APPENDIX 4

TRANSLATION PRACTICE: LETTERS IN ENGLISH

LETTER 1

1 April 20__

General Manager
MarGelt International Group
90 Queensway
Hong Kong

Dear Sir

We thank you for your letter of 23rd of March and are pleased to send you a copy of our latest catalogue and a price list.

Should you wish to obtain more detailed information about our products, don't hesitate to contact us. We will not fail to provide full particulars as soon as possible.

Yours faithfully

J. Brown

J. Brown

Marketing Manager

Enc.: Catalogue – 1 copy
Price – list – 1 page

LETTER 2

P. Smith Inc.

78 West Road, Liverpool, England
p.smith@freenet.com

July, 7, 20__

Derek Anderson
Guardian Inc.
135 Green Avenue
Liverpool, England

Dear Mr. Anderson,

I am interested in becoming a dealer of windows Guardian produced by your enterprise.

I think that I dispose of all the requirements for successful distribution of these articles. The scope of activity of my business organization is the retail sale of windows and doors. Recently I have opened several retail outlets which are situated in the centre of the city.

It is worth mentioning that our experienced and trained administrative personnel is able to find the approach even to the most exacting customer. The strong keys of our organization are the established trading network, the availability of strong experience which is seen in the successful retail sale of manufactured articles, and the stable and sustained development of our organization.

I hope for the mutually advantageous cooperation between our companies. Thank you for your time and consideration. I look forward to discussing the conditions of collaboration with you.

Sincerely,
Paul Smith
Paul Smith

LETTER 3

TRONIC Inc
PO Box 8732 Austin, TX 75110 USA

25 November 20__

Lawnmowers Ltd
90-100 Clover Drive
Kent

Dear Sirs,

We are a newly-established firm specializing in the supply of gardening equipment. As we are currently in the process of buying in stock in good time for the coming spring season, we would be grateful if you would send us a catalogue of your full lawnmower range, both mechanical and electric.

Would you also indicate how much time should be allowed for delivery and indicate details of your export prices and quantity discounts. Please also state whether goods on a sale or return basis can be supplied and what your position on after-sales service is.

If your products are to good standard and delivery is prompt, we feel sure that there will be ample opportunity for your company to acquire a substantial share of the market here.

Yours faithfully,
Brill Gartengerate

LETTER 4

Dear Sirs,

We have seen your advertisement in the Metal Worker Journal, and would be grateful if you would kindly send us details of your aluminium fittings.

Please quote us for the supply of the items listed on the enclosed inquiry form, giving your prices c.i.f. Southampton. Will you please also indicate delivery time, your terms of payment, and details of discounts for regular purchases and large orders.

Our annual requirements for metal fittings are considerable, and we may be able to place substantial orders with you if your prices are competitive and your deliveries are prompt. We look forward to receiving your quotation.

Yours faithfully,
B. Black

Enc(s)

LETTER 5

P. Smith Inc.

78 West Road, Liverpool, England
p.smith@freenet.com

July, 7, 20__

Derek Anderson
Guardian Inc.
135 Green Avenue
Liverpool, England

Dear Mr. Anderson,

I am interested in becoming a dealer of windows Guardian produced by your enterprise.

I think that I dispose of all the requirements for successful distribution of these articles. The scope of activity of my business organization is the retail sale of windows and doors. Recently I have opened several retail outlets which are situated in the centre of the city.

It is worth mentioning that our experienced and trained administrative personnel is able to find the approach even to the most exacting customer. The strong keys of our organization are the established trading network, the availability of strong experience which is seen in the successful retail sale of manufactured articles, and the stable and sustained development of our organization.

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Sincerely,
Paul Smith
Paul Smith

LETTER 6

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90-100 Clover Drive
Kent

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Yours faithfully,
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LETTER 7

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Our annual requirements for metal fittings are considerable, and we may be able to place substantial orders with you if your prices are competitive and your deliveries are prompt. We look forward to receiving your quotation.

Yours faithfully,
B. Black

Enc(s)

LETTER 8

SUNSHINE FLAVOURS LTD
44 Emerald Drive, Shannon Technology Park,
Cork CO6 9TS, Republic of Ireland

18 January 20__

Mme Susanne Dufrais,
Les Gourmets du Poitou S.A.
33, rue Mirabeau,
44000 Poitiers, France

Dear Madam,

Your request for our catalogue and price list

As requested, we enclose for your attention our price list and catalogue. I should like to take this opportunity of drawing your attention to the fact that all our products are manufactured from completely natural ingredients and that we don't utilize any artificial additives.

There are 213 different items in the catalogue and our prices are reasonable and our quality is good.

Should you require further information, please do not hesitate to contact us. If the undersigned is unavailable, the Sales Manager's personal assistant will be delighted to assist you.

We look forward to receiving your esteemed order in due course.

Yours faithfully,
J. O'Reilly
J.G. O'Reilly
Sales Manager

LETTER 9

MATTHEWS & WILSON
421 Michigan Avenue
Chicago, Ill. 60602

Mr. James Green
Marketing Director
Green Industries Inc.
148 Mortimer Street
London W1C 37D
England

October 30, 19__

Dear Sirs!

In reply to your enquiry we regret to inform you that we cannot offer you instruments of the model you are interested in, as they are no longer produced.

We can make you a firm offer for similar instruments of a new model. Their price is a bit higher, but they are already in great demand.

We can deliver the goods within 3 months of the date of receipt of your order.

We are looking forward to your positive reply.

Yours faithfully,
P. Wilson

LETTER 10

Kenton Company
75 Staples Street, San-Antonio, Texas 3439

15 March, 20__

Ridley Company
46 Old Street
San-Antonio, Texas 3439

Dear Mrs. Rochester,

We would like to offer you close collaboration on beneficial terms. We will help you to organize effective trading activities in the city. Our competent personnel is always ready to instruct your commercial and maintenance staff and to offer a powerful backing, connected with selling equipment, supplied by our company.

Besides you will receive a more detailed offer by the company «Kenton», which will include information about the granted discounts. We hope for the development of mutually advantageous cooperation.

Yours, *Kevin M. Davis*

LETTER 11

MARRIC BROTHERS

24 Besen Parkway, Monsey, NY 10252

June 15, 20__

The Jimmy Store
36 Deborah Lane
Spring Valley NY 10977

Dear Mr. Lindsell:

Welcome! We are pleased to present a new Marric Brothers Credit Card – your entree to a world of special privileges reserved exclusively for you. You can be sure that our sales associates will do everything possible to make shopping at Marric Brothers a pleasant and satisfying experience.

Starting now, you will be invited to attend private sales and enjoy savings that are not advertised to the general public. You will be notified by mail in advance of selected sales in all your favorite Marric Brothers locations – from fashions to home furnishings and much more. We look forward to seeing you at Marric Brothers where the exciting world of shopping awaits you!

Sincerely,
Marc N. Eric

LETTER 12

22 March, 20__

Dear Mr. Williams,

In the first turn we would like to thank you for selecting our services in the past. Now we are excited to tell you about additional rendering of services in the sphere of IT- technologies. All the works are carried out by qualified specialists who possess strong skills in this field.

We offer the following services for our clients:

- Installation and customization of computers and software;
- Set-up and maintenance of local network;
- Services of virtual hosting.

If you take an interest in these services please call us at 0233 22 23. We will be glad to make an appointment with you. Thank you for your time and attention. We look forward to cooperating with you in future.

Sincerely,
Sebastian Becker

LETTER 13

MATTHEWS & WILSON
Ladies' Clothing
421 Michigan Avenue
Chicago, Ill. 60602

Mr. James Green
Marketing Director
Green Industries Inc.
148 Mortimer Street
London W1C 37D
England

November 4, 19__

Dear Sirs!

Thank you for your quotation of October 30. We have pleasure in placing an order with you for 2,100 "Swinger" dresses at Price: \$38,745 in the colours and sizes specified below:

Quantity	Size	Colour
50	8, 16	White
100	10, 12, 14	White
50	8, 16	Red
100	10, 12, 14	Red
50	16	Yellow
100	10, 12, 14	Yellow
50	16	Black
100	10, 12, 14	Black

Thank you for an early reply.

Very truly yours,
P. Wilson

LETTER 14

May 21, 20__

Ex- und Import Industriegüter
Kernerplatz 4
70182 Stuttgart

Dear Mr. Stein,

We are thankful for your inquiry of May 10 regarding the importation of our new, environmentally friendly, CFC-free packaging material.

We will have no difficulty in manufacturing and supplying the shapes you described in the drawings included with your inquiry, since we have a molding technique which enables us to customize packaging to customer's specifications. So far, we have had an overwhelming response from all over the world to our new product and the production department is being expanded to cope with the increasing demand.

We enclose our catalogue and current export pricelist. All prices are exclusive of tax. At present, delivery can be made within 3 – 4 weeks of receipt of order. We look forward to executing your order and enclose our Order Form for customer convenience.

Sincerely yours,
Bochumer
Thomas Bochumer

Enc.

LETTER 15

Malcolm-Ed Technology, Inc.
35 7 Avon Street Suffern, NY 10901 Tel. number: 052 262 23

August 16, 20__

Mr. Dylan Macdonald
150 Armstrong Ave.
Georgetown, L7G 5S4

Dear Mr. Macdonald:

You have repeatedly ignored our written requests for payment of the above-noted invoice and you have not contacted us with any explanation.

Consequently, unless we receive payment in full by the end of the business day, August 30, 2005 we will have to take the unpleasant step of turning your account over to a professional collection agency. We would rather not be forced do this since it will result in damage to your personal credit rating.

To prevent us from taking the final step of turning this matter over to a collection agency, could you please make payment in full by the end of the business day, Friday August 30, 2005.

We urge you to please give this matter your full attention now, before it's too late, and send your payment to us immediately.

Sincerely,
B. R. Egan
Accounts Receivable
cc: M.S. Brandon, Credit Manager

LETTER 16

92 Lockwood Avenue
Leavingham
Bucks
GR2 9TN

15 May 20__

Mr J. McVee
Building Society
2 York Road
N. Yorks
LE3 3RA

Dear Mr McVee

I am writing to inform you that, due to my recent redundancy, I am anticipating having some difficulty in continuing to meet my mortgage payments be temporarily reduced from July and the terms of my mortgage extended accordingly.

I am keen to continue paying as much as possible, and am currently in consultation with my financial adviser to calculate how much money I can reasonably afford each month.

Would it be possible to arrange an interview with you, so that we may come to some sort of arrangement?

I do hope that you will give sympathetic consideration to my situation, and look forward to hearing from you.

Yours sincerely,

J. Everett
Jack Everett

LETTER 17

Dear Sir/Madam

In August I opened a saving account with your bank and arranged for a monthly standing order of £150 a month to be made from my current account, held at another bank. However, the last time I asked for a mini-statement, I noticed that there had not been a credit to my savings accounts for the previous two months, despite the fact that the money had been debited from my current account. Enclosed are copies of both the relevant statements.

I am appealing to you for an investigation into this matter, and look forward to hearing from you.

Yours faithfully,
Patrick Horton

LETTER 18

Patrick Norton
23 Lucas Rd
Surrey

25 July 20__

The Claims Office
UK Assured Ltd
6 West Gordon Rd
Lincoln

Dear Sir/Madam

I am writing to inform you that I have suffered a loss to the above-named property, insured with you, and I would like to make a claim under the provisions of the insurance policy named above.

The loss came about on 23 July 20__, as a result of a burglary. I sustained losses of jewellery believed to have a value of £2000, a television with a value of £350, and damage to the home which will cost £500 to repair.

I would be grateful if you could contact me at the address shown above, so that a formal claim according to your company's procedures may be made.

Thank you for your attention to this matter.

Yours faithfully,
Patrick Norton

LETTER 19

MARRIC BROTHERS

24 Besen Parkway, Monsey, NY 10852 (914) 352-8198

March 15, 20__

The Jimmy Store
36 Deborah Lane Spring Valley
NY 10977

Dear Mr. Lindsell,

After three months, we still have not received your check in the amount of \$500 or any explanation as to why your payment has not been sent. Since you have always paid so promptly, we are wondering if perhaps there are extenuating circumstances or if there is some error in your statement.

If either is the case, please contact us so that we can work together to retain your good credit standing. Or, place your check for \$500 in the enclosed envelope.

Sincerely,
Marc N. Eric

LETTER 20

MARRIC BROTHERS

24 Besen Parkway, Monsey, NY 10952 (914) 352-8198

May 15, 20__

The Jimmy Store
36 Deborah Lane Spring Valley
NY 10977

Dear Mr. Lindsell,

For five months we have been writing to you in an attempt to clear up your unpaid balance of \$500. You have chosen to ignore all our efforts.

Can't we settle this matter between ourselves? If you send your check for \$500 today, you can continue your good credit reputation. Unless payment in full is received within ten days from the date of this letter, we will turn this matter over for collection.

The choice is yours. If your check reaches us by May 25, your credit reputation will remain intact, and we will be able to continue doing business with you on a credit basis. Please mail us your check for \$500 today.

Sincerely,
Marc N. Eric

LETTER 21

Knowles Domestic Appliances
KDA
1108 Wiltshire Boulevard
Los Angeles, California 90041

Mrs. C. Brien
119 North Laurel Avenue
Los Angeles, California 90048

April 3, 200__

Dear Madam!

You were right to let us know about the unsatisfactory service you experienced when your washing machine had to be repaired. Your annoyance is perfectly understandable; however we hope you will also try to see our point of view.

You phoned our Service Department on Friday, March 13. The clerk handling your complaint arranged for a repairman to come to your home on the following Tuesday, but on account of illness he was not able to come until Monday, March 23. However, on arrival at your address he found no one at home, and was not able to carry out the work until a new appointment had been made.

Of course you should have been notified of the delay. We apologize for failing to inform you in time. We have heard from our Service Engineer that your washing machine is in good working order now, and he will personally see to it that you are not kept waiting again if you need repairs in future.

Sincerely yours,
Hal Parks
Claims Department

LETTER 22

CROWN 2-2

24 Besen Parkway, Monsey, NY 10952

The Store
36 Deborah Lane
Spring Valley, NY 10977

May 15, 20__

Dear Sirs,

Thank you for your letter of 17th September. We are pleased to hear that the goods ordered arrived in good condition, but we must apologize for their delayed arrival.

We have looked into the matter and have found that the delay is due to a minor fault in one of our routines, which has now been rectified. We can assure you that future orders from you will be dealt with promptly, and that consignments will reach you by the dates stipulated.

Once again, please accept our apologies.

Yours faithfully,
M. Erickson

LETTER 23

588 Maple Wood Street
Fairfield, PA 37626

November 29, 20__

Mr. Joseph Bicman
358 Noncook Road
John's Town, PA 57323

Dear Mr. Bicman:

I apologize for the mix-up of order N: 26429782. We have just implemented a new packaging system that still has a few bugs that still needs to be worked out, but we did fix your order and sent it out this morning. For your trouble, we have enclosed

a \$25 gift certificate which can be used at any of our stores. Once again I would like to apologize for the mix-up in your order and any inconveniences this may have caused you.

Sincerely yours,
Scott Mahoney

LETTER 24

Farmers Fruit Products

Taunton 18, Somerset, England

Robert Import Company
Av. Rio Branco 278
Grupo 506
Rio de Janeiro

22nd November 20__

Dear Sirs,

We have carefully considered the proposals you made in your letter of 16th November.

It would give us pleasure to supply you with the marmalade you wish to order. You have noticed that its quality is probably better than that of the marmalade usually sold in your country. You will soon see that your customers notice the difference too, and will want to place repeat orders.

We should like to prove this to you, and are therefore prepared to grant you a special discount of 5% for the quantity of 15,000 jars of A2 orange marmalade. This, with the 2% cash discount which we would allow, should enable you to offer the goods for sale at competitive prices.

May we look forward to receiving your order? We assure you of our best attention.

Yours faithfully,
R. Wilson
Robert R. Wilson

LETTER 25

ROBERT IMPORT COMPANY

Av. Rio Branco 278
Grupo 506, Rio de Janeiro

Farmers Fruit Products
Taunton, Somerset, ENGLAND

16th November 20__

Dear Sirs,

Thank you for your letter of 10th November, enclosing your price-list. The 2-lb tins of marmalade would not be suitable for our customers, but we should like to buy 15,000 1-lb jars. However, there is one disadvantage when compared with local produce.

Housewives here are used to a jar containing 500 grammes; the English pound is only 454 grammes. Therefore we would ask you to reduce the prices quoted for quality A2 by ten per cent.

As far as settlement is concerned, we would suggest paying half the amount against your invoice on receipt of the goods, and the second half within 30 days, deducting two per cent discount.

The samples arrived yesterday, and we must admit that your marmalade is delicious. Would you kindly let us know as soon as possible if you can supply us on the terms mentioned.

Yours faithfully,

B. Crown

Ben Crown

LETTER 26

F. Lynch & Co. Ltd

*Head office: Newell Street
Birmingham
B3 3EL*

The Sales Department
R. G. Electronics AG
Havmart 601
D – 5000 Köln 1

21 September 20__

Dear Sirs,

We have carefully studied the Draft and are sorry to have to tell you that we are unable to accept some of the articles as they are worded in the present Draft.

Will you please note that we would like your obligations to include not only obtaining orders for us and providing assistance in arranging our participation in tenders invited in your country; we also would like you to keep us informed of your county's market conditions and run a wide publicity campaign of our equipment.

We also think it necessary for you to include an article providing that the present Agency agreement does not cover design works, sales of equipment or rendering

technical assistance in your country under the Intergovernmental agreement now in force between your country and ours

We trust the above suggestions and alterations will be found acceptable.

Yours faithfully,

F. Lynch

Frank B. Lynch

President

LETTER 27

ROBERT IMPORT COMPANY

Av. Rio Branco 278

Grupo 506, Rio de Janeiro

Farmers Fruit Products

Taunton, Somerset

ENGLAND

30th November 20__

Dear Sirs,

Our Order for Marmalade

In reply to your letter of 22nd November, we thank you for allowing us a special discount. This makes it possible for us to place an order and to expect quite good sales.

We have pleasure in enclosing our Order No. 732, and would ask you to return the duplicate to us, duly signed, as an acknowledgement.

Yours faithfully,

Ben Crown

Ben Crown

Purchasing Manager

LETTER 28

Farmers Fruit Products

Taunton 18, Somerset, England

Robert Import Company

Av. Rio Branco 278

Grupo 506

Rio de Janeiro

8 December 20__

Dear Sirs,

Thank you very much for your Order No. 732 dated 30th November, 20___. As requested we enclose the copy, duly signed, as acknowledgement.

Our dispatch is processing your order today, and will let you know when the consignment will reach you.

We confidently hope that you will have a good turnover, and that you will be able to place repeat orders with us in the near future.

Yours faithfully,

F. Lynch

Frank B. Lynch

President

LETTER 29

GLASTON POTTERIES Ltd

Clayfield, Burnley BB 10 1RQ

5 June 20__

D&S Char S/A.
Place 20 B – 4000
Canada

Dear Mr Tone,

The above order has now been completed and sent to Liverpool Docks, where it is awaiting loading on to the SS Manitoba, which sails for Dawson, Canada on 16 June arriving 30 June. When we have the necessary documents we will transfer them to Canadian Union Trust Bank.

We have taken particular care to see that the goods have been packed as per your instructions: the six crates have been marked with your name, and numbered 1 – 6.

We managed to get all items from stock with the exception of No. G16, which is only available in red, but we included it in the consignment as it was of the design you asked for.

If you need any further information, please contact us. Thank you very much for your order. We look forward to hearing from you again soon.

Yours faithfully,

W. Smith

W. Smith

LETTER 30

PurFoods Corporation
123 Park Avenue, Carrollton, TX 00000

Oscar Rockefeller
321 42nd Avenue
Austin, TX 00001

Dear Mr Oscar,

The Marketing Department has passed it on to every officer and it seems that your suggestion regarding the repacking of the marketed foods is the most strategic way to boost sales.

You are right in suggesting that coming out with Foods-Ready-to-Eat in Tetra Pack will reduce our expenses paid to carriers. The shipping of canned foods is very expensive because of the heavy cans. With tetra pack, the shipping charge will dramatically drop because of the lighter weight. And as we save from shipping charges, we can give our customers special discounts to encourage them to buy our products.

Your idea makes good sense; it will result to lower costs and improved sales. With this, we take our hats off to you. The contribution you have presented will improve the performance of the Sales and Marketing Department.

We are grateful for your idea and hope to hear more.

Yours truly,
Thurston Hown

APPENDIX 5
TRANSLATION PRACTICE: LETTERS IN RUSSIAN

№ 1

Уважаемые господа!

Благодарим Вас за Ваш запрос от 14 августа 2004 года и высылаем Вам 2 копии Генерального каталога производимых нами станков. К копиям приложены красочные брошюры, рекламирующие высокое качество станков, их надежность и легкость в работе (управлении).

Мы подчеркнули красным те модели, которые в настоящее время доступны для продажи и синим те модели, заказ на которые можно будет разместить в конце года.

Если Вы сообщите нам, какие модели Вас интересуют, мы с удовольствием займемся Вашим заказом на тех условиях, которые покажутся Вам наиболее благоприятными (выгодными).

Способ оплаты – на Ваше усмотрение, но только через Московское отделение Внешторгбанка. Существует возможность присылки Вам подробного описания станков и их чертежей.

С нетерпением ждем ответа.

С уважением,

Совместное предприятие

«Вектор»

№ 2

Уважаемые господа!

Мы благодарны Вам за письмо, датированное 24.12.04, в котором Вы делаете нам предложение на поставку 1000 баррелей нефти (на 10% больше или меньше по Вашему выбору) по 30\$ за баррель CIF, Лондон, с отгрузкой в марте.

Оплата должна быть произведена наличными против отгрузочных документов в Лондоне. Вы должны представить в течение 5 дней с даты подписания Соглашения гарантийное письмо первоклассного банка на полную стоимость контракта в качестве своей гарантии.

Отбор проб и анализ будут проведены нашей лабораторией в порту погрузки в присутствии Ваших представителей, чья командировка и гостевое пребывание в России будут за наш счет. Результаты анализа должны считаться окончательными и обязательными для обеих сторон.

Основные условия определены в прилагаемой форме контракта.

Приложение:

Контрактная форма.

Коносамент.
Счет-фактура.

С уважением,
Совместное предприятие «Вектор»

№ 3

Уважаемые господа!

Мы получили Ваш запрос от 27 марта и с сожалением должны сообщить Вам, что не в состоянии в настоящее время назначить Вам нашу цену за 5000 тонн свинца на условиях ФОБ, Владивосток.

Однако мы готовы назначить цену на свинец на условиях СИФ, Манчестер.

Убедительно просим сообщить, приемлемо ли для Вас это условие.

Что касается Вашего запроса на электрические лампочки по контракту № 41, то сообщаем Вам, что согласно Вашей просьбе мы можем немедленно поставить 15000 ламп по той же цене и на тех же условиях, на которых Вам поставили последнюю партию в декабре.

Платеж должен быть осуществлен наличными в течение 15 дней после получения коносамента и счета-фактуры в Банке Внешней торговли в Москве.

Поставка должна быть произведена в течение 1 месяца по получении Вашего заказа.

С уважением,
Российская Торговая Ассоциация

№ 4

Уважаемые господа!

Рады сообщить Вам, что получили Ваши каталоги. Наши инженеры тщательно их изучили и заинтересовались станками 2 моделей – ВН-10 и ВН-6, которые в настоящее время есть у Вас в наличии.

Мы располагаем информацией, что Вы недавно стали выпускать их и уже перегружены заказами.

Принимая во внимание наши дружеские отношения и долговременное сотрудничество, надеемся получить их в числе первых.

Сейчас в наших цехах работают станки подобных моделей, но их технические характеристики не могут сравниться с этими.

В связи с вышеизложенным, просим указать время, когда Вы сможете принять наших представителей, которые уполномочены обсудить коммерческую сторону сделки и уточнить способ платежа.

Что касается Вашей просьбы относительно деталей для телефонного оборудования, они будут поставлены Вам с 2-х дневной задержкой из-за забастовки в порту.

С нетерпением ждем ответа.
С уважением,
Совместное предприятие
«Вектор»

№ 5

Уважаемые господа!

Благодарим Вас за Ваш ответ на наш запрос от 24 апреля 2004, касающийся поставки компьютеров модели М-12.

Мы очень заинтересованы в этой модели и рады внедрить ее на свой рынок. Думаем, это будет нетрудно, так как именно эта модель сейчас очень популярна и пользуется большим спросом как у нас в стране, так и за рубежом.

Общая цена 1100\$ за компьютер, включая упаковку.

Вы также представили на наше рассмотрение возможность получения запчастей к этим компьютерам с хорошей скидкой, не уточнив ее размер. Мы считаем хорошей скидку в размере 15-18% с полной цены контракта, а какую скидку имеете в виду Вы?

Если наши цифры Вам подходят, то такая возможность кажется нам заманчивой при условии, что замена бракованных деталей будет проводиться на месте и нашими инженерами, для чего потребуются их обучение в Вашей стране. На этом пункте нашего запроса мы особенно настаиваем.

Кстати, из Вашего письма мы совершенно не поняли, входит ли стоимость обучения наших инженеров в цену запчастей, как это оговаривалось в прошлой сделке.

Если входит и сейчас у Вас в наличии есть необходимое количество, скажем, 3000 шт., мы намерены немедленно сделать Вам твердое предложение.

Что касается оплаты и условий поставки, они останутся прежними – с небольшими изменениями в Вашу сторону – 50% аккредитивом, 25% наличными, 25% твердой валютой во Внешторгбанке г. Москвы.

С нетерпением ждем ответа.
Искренне Ваш,
«Росимпорт»

№ 6

Уважаемые господа!

Ссылаясь на Ваш запрос от 16 марта предлагаем Вам 10 000 тонн пшеницы на следующих условиях:

1. Качество товара будет точно соответствовать спецификации, приложенной к Вашему запросу.
 2. Цена за тонну пшеницы ФОб Архангельск.
 3. 6000 тонн могут быть отгружены нами в августе и 4000 тонн в сентябре. Вы должны будете сообщить нам название пароходов, зафрахтованных Вами, и даты их прибытия в порт погрузки.
 4. Платеж должен быть произведен против документов коносамент, сертификата о происхождении и т.д. безотзывным аккредитивом, который должен быть открыт Вами по телеграфу в Госбанке России в Москве в течение 5 дней с даты нашей телеграммы о готовности товара к отгрузке.
 5. Все остальные условия согласно нашим формулировкам, копия которых при сем прилагается.
- Остаемся в ожидании Вашего ответа.

С уважением,
Российская Торговая Ассоциация

№ 7

Уважаемые господа!

В ответ на Вашу телеграмму от 18 декабря с.г. мы просим Вас извинить нас за некоторую задержку с ответом на письмо от 20 ноября с.г. с приложением составленного Вами проекта агентского соглашения.

Мы тщательно изучили Ваш проект и, к сожалению, должны сообщить, что мы не можем принять формулировку некоторых пунктов, указанных в Вашем проекте агентского соглашения.

Мы просим Вас принять к сведению, что мы хотим, чтобы обязанности агентов включали не только изыскания для нас заказов и оказания содействия при участии нашего объединения в торгах, объявленных в Вашей стране, но чтобы агент постоянно, а не время от времени, информировал нас о состоянии рынка в стране, а также организовал широкую кампанию по рекламированию нашего оборудования.

Что касается выплаты Вашего вознаграждения, то мы хотим подчеркнуть, что мы его выплачиваем только после получения платежей от Заказчика и только в твердой валюте.

Мы также считаем необходимым включить в агентское соглашение пункт, в соответствии с которым, настоящее соглашение не будет

распространяться на проектные работы, продажу и перепродажу оборудования и оказания технического содействия, осуществляемые в Вашей стране под межправительственные соглашения.

Надеемся, что эти предложения не встретят возражения с Вашей стороны.

С уважением,
Российская Торговая Ассоциация

№ 8

Уважаемые господа!

Ссылаясь на переговоры, проходившие в конце июля с.г. между Вашим представителем г-ом Clay и коммерческим директором фирмы г-ом Brown и финансовым директором г-н Lesly с удовольствием подтверждаем, что готовы быть Вашими агентами по продаже Вашего оборудования у нас в стране.

Прежде чем вы вышлете нам Проект агентского соглашения, мы бы хотели еще раз изложить основные моменты всего достигнутого в Соглашении, а именно:

1. Мы берем на себя обязательства быть Вашими агентами с эксклюзивным правом продавать ваше оборудование в течение 5 лет с даты подписания нашего Соглашения.

2. Наше вознаграждение составит 8% от продажи оборудования на договорной территории.

3. Вы должны незамедлительно по нашей просьбе обеспечить свое оборудование запчастями, если это нужно Заказчику.

4. Вы высылаете 1 партию вашего оборудования на консигнацию сроком на 12 мес. и предоставите рекламный материал в необходимом количестве, имеются в виду брошюры, красочные каталоги, различные образцы, рабочие модели и фильмы. Все это необходимо для грамотной организации рекламной компании. Со своей стороны мы за свой счет арендуем демонстрационные залы в центре столицы и поместим рекламные материалы в популярных газетах и журналах.

5. Мы обязуемся предоставлять квартальные отчеты о продажах оборудования.

6. Оплата за проданное оборудование должна производиться вами ежеквартально по безотзывному аккредитиву против наших отчетов. Надеемся, что Соглашение будет выгодным и откроет пути к дальнейшему сотрудничеству.

С уважением,
Российская Торговая Ассоциация

№ 9

Уважаемые господа!

Благодарим Вас за Ваше письмо от 25.10.04 с котировками и точной информацией о дате поставки.

Поставка должна быть сделана в полном соответствии со спецификацией, приложенной к Вашему первому письму от 5 сентября.

Мы внимательно сравнили Ваше предложение с котировками других представителей и пришли к выводу, что цены, назначенные Вами, гораздо выше цен ваших конкурентов.

Мы полагаем, что Вам следует уменьшить цену на 10%. Таким образом, твердая цена, которая должна быть уплачена, составит 14000\$, включая цену запчастей и упаковку.

Что касается даты поставки, мы очень просим Вас сократить ее по крайней мере на 3 месяца, чтобы удовлетворить требования наших клиентов, в которых мы очень заинтересованы.

Относительно условий платежа, предложенных Вами:

Учитывая более благоприятные условия платежа, которые предлагают другие заводы-производители, мы предпочитаем оплатить 50% стоимости валютой в течение 45 дней после отправки пакета всех документов в Москву, а остальные 50% – по факту в течение 20 месяцев со дня отправки коносамента.

Если Вы пойдете нам навстречу и согласитесь на предложенную нами скидку, пожалуйста, дайте знать незамедлительно.

С нетерпением ждем ответа.

С уважением,
Российское Торговое Представительство

№ 10

Уважаемые господа!

Мы получили Ваше письмо от 15.09.04 года, в котором Вы сообщаете нам, что не согласны с нашими ценами и что, по Вашему мнению, они необоснованно завышены и просите сделать Вам скидку в размере 10% от полной цены контракта. В этом случае Вы готовы размесить у нас свой заказ.

На днях мы рассмотрели Вашу просьбу, но, к сожалению, не можем сделать Вам эту уступку.

Дело в том, что мы недавно внесли изменения в конструкцию наших станков. Ими стало легко управлять, они стали более надежными в работе, к тому же они приобрели современный внешний вид.

Станки стали пользоваться таким большим спросом, что сейчас у нас нет необходимости охотиться за поставками.

Если товар пользуется спросом по этой цене, значит он конкурентен и по цене и по качеству.

Из вышеизложенного понятно, что мы не можем согласиться с тем, что наши цены завышены и необоснованны.

Однако, если Вы пожелаете увеличить размер заказа по контракту № 216 на 1000 штук и можете изменить условия поставки, скажем согласитесь на поставку станков частями – 10 партиями по 500 станков каждая в течение 24 месяцев после подписания контракта, мы могли бы предоставить Вам скидку, принимая во внимание большой объем заказа. Размер скидки может быть уточнен при личной встрече.

К нашему письму мы еще раз прилагаем свои каталоги с чертежами станков.

Если Вы заинтересовались нашими предложениями, найдите возможность и дайте знать как можно скорее.

С нетерпением ждем ответа.

Искренне Ваш,
Росимпорт

№ 11

Уважаемые господа!

Настоящим подтверждаем получение Вашего письма от 5 сентября с.г., из которого мы узнали, что Вы предъявляете нам претензию на сумму 2000 долларов за задержку в передаче технической документации по контракту № 6.

Мы тщательно рассмотрели претензию и должны сообщить, что задержка в передаче технической документации произошла не по нашей вине. Мы хотели бы напомнить Вам, что пункт 6 вышеуказанного контракта предусматривает передачу технической документации в течение 3-х месяцев после открытия Вами в нашу пользу безотзывного аккредитива в Банке Внешней Торговли на сумму 100 тыс. долларов.

Вы обязались открыть аккредитив до 5 июня с.г., фактически же он был Вами открыт 25 июля, т.е. с опозданием более чем на 1 мес.

Таким образом, Вы нарушили контракт в отношении условий платежа, что и вызвало задержку в передаче технической документации и следовательно, Вы не можете возлагать на нас ответственность и требовать уплаты неустойки.

С уважением,
Российская Торговая Ассоциация

№ 12

Уважаемые господа!

В соответствии с вышеуказанным контрактом, Вы должны были в марте с.г. поставить нам 2 партию комплектного оборудования для нового цеха металлургического завода.

За 2 месяца до истечения срока поставки Вы уведомили нас о том, что не можете зафрахтовать судно соответствующего монтажа и попросили продлить Вам срок поставки на полгода.

Учитывая Ваши трудности и наши хорошие длительные деловые отношения, мы пошли Вам навстречу и согласились продлить срок поставки еще на 6 месяцев.

Однако поставка по какой-то причине вновь задерживается и мы продолжаем нести убытки в связи с тем, что оборудование не может быть смонтировано и пущено в эксплуатацию, то есть простаивает по Вашей вине.

К нашему большому сожалению мы вынуждены предупредить Вас, что если оборудование не будет получено нами в ближайшее время, нам придется предъявить Вам рекламацию за задержку в поставке и, следовательно, за нарушение условий, предусмотренных контрактом.

Все расходы, связанные с этим, пойдут за Ваш счет.

Просим Вас принять срочные меры к устранению этой задержки и надеемся, что в дальнейшем это не повторится.

С уважением,
Промкэспорт

№ 13

Уважаемые господа!

Подтверждаем получение Вашего письма от 10 января с.г., из которого мы, а нашему удивлению, узнали, что Вы предъявляете нам претензию на сумму 1000\$, за задержку в поставке товара по контракту № 101 от 1 апреля 2004 г.

Мы тщательно рассмотрели Вашу претензию и должны сообщить Вам, что задержка в поставке произошла не по нашей вине. Мы хотели бы напомнить вам, что пункт 6 вышеупомянутого контракта предусматривает отгрузку товара в течение 6 дней после открытия Вами в нашу пользу безотзывного аккредитива в Госбанке России в Москве на полную стоимость товара. Такой аккредитив Вы обязались открыть до 5 июля с.г., фактически же аккредитив был открыт Вами 1 августа, т.е. с опозданием на 25 дней и лишь только после неоднократно посланных вам телеграмм, в которых мы указывали, что вынуждены будем расторгнуть Договор.

Таким образом, контракт был фактически нарушен Вами в отношении условий платежа, что вызвало задержку в поставке и, следовательно, Вы не в праве требовать от нас уплаты какой-либо неустойки.

Ввиду вышеизложенного мы решительно отклоняем Вашу претензию как необоснованную.

Если, однако, Вы намерены передать дело в Арбитраж, мы готовы назначить нашего арбитра.

С уважением,
Российская Торговая Ассоциация

№ 14

Уважаемые господа!

В добавление к нашему письму от 15 декабря сообщаем Вам, что мы вынуждены настаивать на нашей претензии по поводу низкого качества товара, отгруженного нами на теплоход «Волга» по контракту от 10 апреля.

Ваш представитель г-н Дюрок признал, что качество товара не соответствует полностью качеству, оговоренному в контракте, и что наша претензия является обоснованной. Тем не менее, г-н Дюрок считает сумму в 2000 \$, которую мы вынуждены требовать в виде компенсации за понесенные убытки, слишком высокой и утверждает, что качество сданного товара лишь незначительно ниже качества образцов, на основании которых был заключен контракт с Вашей фирмой.

Мы должны Вас информировать, что имеющийся у нас Акт приемки, подписанный представителями обеих сторон, а также свидетельство об анализе образцов, взятых в порту назначения, неопровержимо доказывает, что статьи Договора, относящиеся к качеству товара, не были соблюдены.

Однако, принимая во внимание наши давние деловые отношения, мы готовы снизить сумму нашей претензии до 1800 \$.

Просим в течение ближайшего времени сообщить нам, согласны ли Вы удовлетворить нашу рекламацию и урегулировать спорный вопрос.

В случае Вашего отказа, мы будем вынуждены в соответствии со статьей 14 нашего контракта передать спор в Арбитраж.

С уважением,
Российская Торговая Ассоциация

№ 15

Уважаемые господа!

Рады подтвердить получение Вашего письма от сего месяца и, к нашему большому сожалению, должны сообщить Вам о том, что настаиваем на нашей рекламации, как в отношении качества поставленного оборудования, так и в отношении сроков поставки.

Хотим еще раз напомнить Вам о том, что некоторое оборудование первой партии, поставленной нам 2 месяца назад, оказалось дефектным.

В результате испытания этого оборудования на заводе наших комитентов было обнаружено, что производительность 2-х агрегатов оказалась значительно ниже производительности обусловленной в контракте, о чем свидетельствует Акт окончательного испытания оборудования, составленный нашими высококвалифицированными специалистами и подписанный представителями обеих сторон, который мы прилагаем к сему письму.

Специалисты пришли к выводу, что не имеет смысла производить такой дорогостоящий ремонт нового оборудования. Поэтому мы вынуждены предложить Вам заменить эти дефектные агрегаты новыми, более того они должны быть изготовлены в точном соответствии с нашими спецификациями.

Замена оборудования должна осуществляться на условиях ФОБ и все расходы, связанные с заменой агрегатов, будут отнесены на Ваш счет.

Кроме того, считаем нужным заметить Вам, что опоздание, которое Вы допускаете в поставке оборудования по этому контракту, наносит ущерб и довольно значительный нашим комитентам. Мы просим принять все необходимые меры, чтобы подобные задержки в дальнейшем не повторились.

В противном случае, мы будем вынуждены требовать возмещения убытков, вызванных задержкой.

С уважением,
Промэкспорт

№ 16

Уважаемые господа!

Мы хотим сообщить Вам, что несмотря на то, что наша сторона делает все возможное для денежного выполнения своих обязательств по контракту № 177 ход выполнения работ вызывает некоторую озабоченность.

Мы считаем необходимым напомнить Вам, что во время переговоров в Москве Вы выразили желание, чтобы мы привлекли как можно больше местной рабочей силы для осуществления строительства и пригласили местные строительные фирмы в качестве субподрядчиков.

Однако практика строительства показала, что местные субподрядные фирмы, приглашенные по Вашей рекомендации, не в состоянии выполнить строительные работы качественно и в срок.

Кроме того, график строительства поселка для наших специалистов систематически не выполняется, что задерживает их прибытие в Вашу страну.

Далее, в Москве была достигнута договоренность, что местные организации закупят и поставят на строительство оборудование и материалы, указанные в Приложении к этому письму. Но, к сожалению, это оборудование до сих пор не передано Вашей стороной, что пагубно сказывается на ходе выполнения работ.

Для выполнения оставшихся объемов работ в строгом соответствии с проектной документацией нашим организациям в ближайшее время предстоит (придется) дополнительно командировать еще нескольких специалистов.

Понимая, что только строгое выполнение обязательств обеими сторонами позволит успешно закончить строительство объекта вовремя, просим Вас внимательно изучить наше письмо и принять необходимые меры.

С уважением,
Российское Торговое Представительство

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