

НАЦІОНАЛЬНИЙ ТЕХНІЧНИЙ УНІВЕРСИТЕТ

«Дніпровська політехніка»



ЕЛЕКТРОТЕХНІЧНИЙ ФАКУЛЬТЕТ

Кафедра перекладу

АНГЛІЙСЬКЕ ДОКУМЕНТУВАННЯ: МОВА ТА СТИЛЬ
МЕТОДИЧНІ РЕКОМЕНДАЦІЇ ДО ПРАКТИЧНИХ ЗАНЯТЬ
для студентів спеціальності 035 Філологія

Дніпро

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*За поданням методичної комісії спеціальності
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Англійське документування: мова та стиль. Методичні рекомендації до практичних занять для студентів спеціальності 035 Філологія / О.В. Столярська, О.О. Черник – Дніпро, 2021. – 49 с. – Режим доступу: https://pereklad.nmu.org.ua/ua/anh1_dokument.pdf

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Методичні матеріали призначені для студентів спеціальності 035 Філологія які здобувають кваліфікаційний рівень бакалавра.

Матеріали стануть у пригоді для практичної роботи студентів під час підготовки з дисципліни «Англійське документування: мова та стиль».

Методичні рекомендації мають на меті формування писемної перекладацької компетенції майбутніх перекладачів у сфері англомовного комерційного листування. Виконання студентами запропонованих завдань повинно сформувати у них стійкі навички та вміння усного і писемного ділового спілкування, забезпечити комунікативну спрямованість навчального процесу, підвищити його ефективність. Підготовлені матеріали можуть бути корисними всім, хто цікавиться питаннями організації сучасної англомовної ділової комунікації.

ЗМІСТ

ПЕРЕДМОВА.....	3
1. Curriculum Vitae & The letter of application. – Біографія і супровідний лист.	4
2. Cliché & Expressions to the letter of application.....	7
3. Business Letter Structure. – Структура ділового листа.....	11
4. Inquiry - letter. – Лист – запит.....	15
5. Offer - letter. – Лист - пропозиція.....	18
6. Order - letter. – Лист – замовлення.....	23
7. Reply to the letter. – Лист – відповідь.	26
8. Contract Structure. – Структура контракту.....	30

ПЕРЕДМОВА

Мета навчальної дисципліни – навчити студентів укладанню автентичної науково-дослідницької документації англійською мовою згідно стандартів, прийнятих в англійськомовних країнах, принципам оформлення цієї документації англійською мовою згідно вимог її відповідних видів, сформувати відповідні вміння і навички та навчити користуванню науковим стилем англійської мови.

Предмет навчальної дисципліни – науково-дослідницька документація та її стандарти, які існують в англійськомовних країнах .

Наприкінці курсу студент повинен знати:

- загальноприйняті сучасні норми та стандарти оформлення науково-технічної документації, які існують в англійськомовних країнах;
- методики укладання та перекладу науково-технічної документації;

Наприкінці курсу студент повинен вміти:

- вільно володіти та адекватно передавати у перекладі термінологічні, структурні та змістовні особливості науково-технічної документації;
- долати лексико-граматичні та стилістичні труднощі при оформленні та перекладі науково-технічної документації;
- зробити власне мікродослідження з актуальної наукової проблеми та правильно оформити наукову документацію до свого дослідження.

Curriculum Vitae & The letter of application. – Біографія і супровідний лист.

1. The success of your job seeking depends on the way you make up your Curriculum Vitae. Curriculum Vitae is:

- short information about your life (biography);
- short information about your education;
- information about your professional skills.
- стисла інформація про Ваше життя (біографія);
- стисла інформація про Вашу освіту;
- інформація про Ваші професійні вміння.

1. The Curriculum Vitae (CV) and the letter of application are very important as they often provide the first direct contact between a candidate and an employer. If these documents are not well written and presented, it will make a poor impression.

As a rule, the CV includes such piece of information:

1. Personal information: surname, name and patronymic, address, phone number, birthday and age, marital status (dependents), nationality.

2. The aim of job seeking (briefly).

3. Information about education (chronologically): names of schools, year graduated, course taken or degree.

4. Information about additional education (chronologically): names of courses, dates of attendance, qualification.

5. Information about your practical skills: knowledge of foreign languages, driving, PC literacy.

6. Information about experience (chronologically): names of companies, companies' addresses, type of industry, dates of work, position held, responsibilities.

7. Information about personal interests and hobbies.

8. References may be represented as additional information about your personality upon request.

1. Життєпис і супровідний лист - це дуже важливі документи, оскільки вони часто забезпечують перший прямий контакт між кандидатом і працедавцем. Якщо ці документи не добре написані і представлені, це справить бідне враження.

Як правило CV включає таку частину інформації:

1. Особиста інформація: прізвище, ім'я і по батькові, адреса, телефонний номер, день народження і вік, шлюбний статус (утриманці), громадянство.

2. Мета пошуку роботи (стисло).

3. Інформація про освіту (хронологічно): назви шкіл, рік закінчення, курс отриманий або ступінь.

4. Інформація про додаткову освіту (хронологічно): назви курсів, дати відвідування, кваліфікації.

5. Інформація про вашу практичні вміння: знання іноземних мов, управління авто, навички опрацювання з персональним комп'ютером.

6. Інформація про досвід (хронологічно): назви компаній, адреси компаній, вид індустрії, дата роботи, утримувана посада, обов'язки.

7. Інформація про зацікавленості і хобі.

8. Рекомендаційний лист може бути представлено як додаткова інформація про вашу особу на запит.

The letter of application normally contains four paragraphs in which you should:

1. Confirm that you wish to apply and say where you learned about the job.
2. Say why you are interested in the position and relate your interests to those of the company.
3. Show that you can contribute to the job by highlighting your most relevant skills and experience.
4. Indicate your willingness to attend an interview (and possibly say when you would be free to attend).

Супровідний лист звичайно містить чотири параграфи в яких ви повинні:

1. Підтвердити своє прохання і сказати, де ви дізналися про роботу.
2. Повідомити чому ви зацікавлені в посаді і розповісти про вашу зацікавленість компанією.
3. Переконати, що ви можете сприяти роботі за допомогою вашої найдоречнішої кваліфікації і досвіду.
4. Вкажіть про вашу готовність дати інтерв'ю (і можливо сказати, коли ви будете вільні для відвідування).

Read carefully the information below.

A Curriculum Vitae (CV) or resume is a summary of your career history, the skills and experience you have gained during the course of it.

A good CV, resume should:

1. Attract attention.
2. Create a positive impression.
3. Present your skills and qualities clearly and concisely.

The purpose of the CV, resume is to tell the employer why you should be hired. Consider it as your personal marketing instrument. A good CV, resume will help you to open the door to a job interview.

There are two kinds of CV, resume: employment and academic. The employment CV, resume is typically shorter. Academic interview generally includes several additional sections such as:

1. Conferences, seminars attended.
2. Papers given.
3. Publications.
4. Professional affiliations.

The academic CV, resume is used when applying to research bodies, international or educational organizations, etc.

The CV, resume, as a standard summary of information, may be photocopied and sent off to the majority of employers, changing sections of the content according to the different needs of the organizations contacted.

CV, resume writing tips

As you write your resume, keep in mind the following:

1. Use concise language.
2. Minimize or omit everything which is irrelevant.
3. Select and order the major categories so that the most relevant information is placed near the top of your CV, resume where it will receive the majority of the reader's attention.
4. Your CV, resume must be free of typographical and grammatical errors.
5. Have your CV, resume critiqued by experienced person.
6. Print your CV, resume on white paper.

Sample of Curriculum Vitae

Name: Maria Ivanova
Address: ul. Tverskaya, 55/134
Moscow
Telephone: Home: (095) 292 52 22

Education & Training
December 1991 – April 1994
Moscow State Linguistic University, Department of English Lexicology.
Qualifications: Linguistic Researcher; PhD diploma was obtained in April 1994.

September 1981 – June 1986
Moscow State Linguistic University, Department of German Languages.
Qualifications: Higher education diploma: Teacher of English and German.

April 1997
Computer training courses in Xylos (Microsoft Authorised Training Centre in Moscow).

Employment
July 1996 to present
Price Water House Translating & Interpreting Department.
Position: Translator from / to English and German.
Responsibilities: Interpreting, audit documents translation from / to English and German.

August 1995 – July 1996
British Petroleum.
Position: Translator and Administrative Assistant.
Responsibilities: Translating from / to English, administrative duties performance.

August 1994 – August 1995
Norton Rose.
Position: Translator and interpreter.
Responsibilities: Translation from / to English and German (commercial contracts, legal documents, etc.)

August 1986 – August 1994
English language teaching at the Department of English Lexicology of the Moscow State Linguistic University.
Position: Tutor of English.
Responsibilities: Practical English and Grammar for third year students, Stylistics.

1986 up to present
Free – lance interpreter and translator at the Chamber of Commerce and Industry.

Skills
Good typing skills, strong organizational skills, ability to work under pressure, customer – oriented, good time management.

Computer literacy
Word Perfect, MS Word for Windows, Lotus Ami – Pro 3.1., Lotus 1 – 2 – 3, e – mail, Internet user.

Languages
Native Russian, professional level of English and German.

Interests
Social / Cultural
Traveling, classical literature, world history, jazz music.

Sporting
Swimming, skiing.

Countries visited
UK, USA, Spain, Japan, Australia, and New Zealand.

References
are available upon request.

2.Cliché & Expressions to the letter of application.

- With reference to your advertisement in "Kiev Post" of Tuesday, January 10, I would like to apply for the position of... in your company.

- I recently heard from ... that there is a vacancy in your sales department.

- I am used to working on my own.

- I appreciate the opportunity to work on my own initiative and to take on a certain amount of responsibility.

- During training for my present job I took courses in marketing.

- Since my present position offers little prospect for advancement, I would prefer to be employed in an expanding organization such as yours.

- I am at present earning ... per month.

- Thank you for offering me the post/position of...

- Дякую Вам за те, що Ви запропонували мені посаду.

- I am looking forward to commencing work on September 1.

Written refusal of the offered work

- I regret to inform you that I am unable to accept the position, since I have received another, more attractive one.

- I feel that my experience in this field would not be used to its full capacity in above position. Therefore, I have to decline.

- Посилаючись на оголошення до «Києва – Пост» від 10 січня, вівторок, я хотів би претендувати на посаду... у вашій фірмі.

- Я нещодавно почув від . про вакансію у вашому торговельному відділі.

- Я звик працювати самостійно.

- Я високо ціную можливість працювати з належною мірою відповідальності, проявляючи власну ініціативу.

- Під час навчання для отримання посади, яку я займаю зараз, я закінчив курси маркетингу.

- Оскільки моя справжня посада не дає мені великих можливостей для просування, я хотів би працювати в такій перспективній організації, як Ваша.

- В даний час я одержую ... в місяць.

- I have pleasure in accepting this position.

- Із задоволенням приймаю цю посаду.

- З нетерпінням чекаю початку роботи 1 вересня.

Письмова відмова від запропонованої роботи

- З жалем повідомляю Вас, що не можу посісти цю посаду, оскільки отримав іншу, привабливішу пропозицію.

- Спадає на думку, що мій досвід роботи в цій області не буде використаний повною мірою, тому вимушений відхилити пропозицію.

3. Exercises.

The nouns in the two boxes below can be combined with the help of a hyphen (-). Match one noun from each box to form a compound noun.

risk	wage
computer	wine
problem	law
award	trouble

earner	programmer
winner	solver
breaker	importer
shooter	taker

Fiona Scott decides to apply for the job at Patagonia. Study her CV carefully to see how she has presented the information about herself. Where do you think each of the following headings should be placed?

References	Activities	Personal Details
Education	Skills	Professional Experience

<u>Personal Details</u> ¹	
	Fiona Scott 52 Hanover Street Edinburgh EH2 5lm Scotland Phone: 0131 449 0237 E – mail: fiona.scott@caledonia.net
²	
1991 – 1992	London Chamber of Commerce and Industry Diploma in Public Relations
1988 – 1991	University of London BA (Honours) in Journalism and Media Studies (Class II)
1981 – 1988	Broadfield School, Brighton Levels in German (A), English (B), History (B) and Geography (C)
³	
1995 – present	Public Relations Officer, Scottish Nature Trust Responsible for researching and writing articles on all aspects of the Trust’s activities and ensuring their distribution to the press Editor of the Trust’s monthly journal In charge of relations with European environmental agencies
1992 – 1995	Press Officer, Highlands Tourist Board Preparation of promotional materials and brochures Co – ordination of media coverage
Summers of 1990 and 1991	The Glasgow Tribune newspaper Two three – month training periods as assistant to the Sports Editor Arranging and conducting interviews Preparation of articles covering local community sports events

4	IT	Office 2000 and Windows NT, Excel, Internet, PowerPoint
	Languages	Fluent German and proficient in French
	Additional	Driving license (car and motorcycle)
5		
		Cross – country skiing, rock climbing and swimming
		Ski Instructor (grade II)
		Secretary of the local branch of ‘Action’, an association organizing sports
		Activities for disabled children
6		
	Geoffrey Williams	Brenda Denholm
	Professor of Journalism	Sports Editor
	University of London	The Glasgow Tribune

Below you will find details from Fiona Scott’s letter of application. Look at the outline of the letter on the left and indicate where the information below should go.

f)52 Hanover Street
Edinburgh
EH2 5LM
UK

g)Nathalie Baudoin
Patagonia GmbH
Reitmorstrasse 50
8000 Munich 22
Germany

h)My work experience has familiarized me with many of the challenges involved in public relations today. I am sure that this, together with my understanding of the needs and expectations of sport and nature enthusiasts, would be extremely relevant to the position. Moreover, as my mother is German, I am fluent in this language and would definitely enjoy working in German – speaking environment.

i)Fiona Scott

j)Yours sincerely

	1 f
	2
3	
4	
5	
6	
7	
8	
9	
10	

a)Although I am presently employed by a non – profit making organization, it has always been my intention to work in a commercial environment. I would particularly welcome the chance to work for your company as I have long admired both the quality of the products that it provides and its position as a defender of environmental causes. As you will notice on my enclosed CV, the job you are offering suits both my personal and professional interests.

b)I would be pleased to discuss my curriculum vitae with you in more details at an interview. In the meantime, please do not hesitate to contact me if you require further information. I look forward to hearing from you.

c)Dear Ms Baudoin

d)8th January 2000

e)I am writing to apply for the position which was advertised last month in The Independent.

Do you think that Fiona has a chance of getting the job? What are her strengths and weaknesses?

4. Write your own Curriculum Vitae and the letter of application.



Business Letter Structure. – Структура ділового листа.

With intensive development of entrepreneurial activity and creation of joint ventures lately the number of external economic and scientifically – technical communications with the firms of foreign countries grows. Any form of business collaboration assumes a permanent exchange by information. Correspondence remains the most accessible and reliable means of communication. Correspondence with a business partner is important part of any business.

З інтенсивним розвитком підприємницької діяльності і створенням спільних підприємств останнім часом росте число зовнішньоекономічних і науково – технічних зв'язків з фірмами зарубіжних країн. Будь-яка форма ділової співпраці припускає постійний обмін інформацією. Найдоступнішим і надійним засобом спілкування продовжує залишатися лист. Листування з діловим партнером є важливою частиною будь-якого бізнесу.

1. Business Letters may consist of the following components:

- The Notepaper

- The Reference

- The Date

- The Addressee

- The Salutation

- The Body Text

- The Complimentary Close

- The Surname & the Signature

1. Ділові листи складаються з наступних компонентів:

- Шапка бланка

- Посилання

- Дата

- Адресат

- Звертання

- Текст листа

- Компліментарна кінцівка

- Прізвище та підпис

2. Exercises.

Study carefully the text to see where each of the following components should be placed.

Study of a Business Letter

Business letters include all kinds of commercial letters, inquiries, replies to inquiries, Letters of Credit (L/C), invoices, Bills of Lading (B/L), Bills of Exchange or drafts, letters of insurance, explanatory letters, orders, letters of packing, letters of shipment, letters of delivery, offers, letters of complaint, replies to those of mentioned above, etc.

A business letter should be as short as possible, intelligible, polite, and benevolent and its language must be simple.

Rules and traditions of correspondence vary in time but some basic principles of a commercial letter remain unchanged.

A private business letter is written by hand and each paragraph begins with an indented line. But if a letter is sent by an organization it is typed on the form of this organization. In this case it is not necessary to use indented lines.

A letter is composed of the following elements: heading, date, address, salutation, text, subscription.

A letter can be typed on the organization's form. Any form has its letter – head printed typographically. The letter – head bears the name of organization or firm, sending this letter, its

address, address for telegrams, telephone, telex, fax. If you do not use the form, write your address (as a sender) on the upper right side of the letter. Do not indicate your name here; it will follow your signature. Ukrainian names of foreign trade organizations are not translated into foreign languages. They are written with Latin letters using English transcription. Your telephone number may be written below.

The date is written on the right side above (under your address if the letter is written on a form or under a typographical letter – head of the form).

In Great Britain the date may be indicated as follows: 7th April, 1998 or 23 March, 1998.

In the USA it is usually written like this: April 7, 1998.

As a rule, before the address of the recipient a reference is indicated which the sender asks to mention in the reply to the letter. A common reference represents the initials of the person who wrote the letter and those of the typist who typed it.

The references may be as follows:

Our Ref: MRE/JNK (in the first letter)

Your Ref: BAT/SN (in the second letter after the reply has been received)

MRE are the initials of the author of the letter (M.R.Erickson),

JNK are the initials of the typist.

The address of the recipient (inside address) is written on the left above, under the reference. Lower, the name of the firm is written under which the number of the house, street, city or town, state or country is indicated, the last element being the country.

The salutation is written on the left (not in the centre).

The salutation ‘Dear Sir’ is appropriate, when you write to a real person if you do not know him. If you know the person, you should write ‘Dear Mr. Jones’, for example.

If the letter is addressed to a firm, the salutation should be ‘Dear Sirs’. In modern business correspondence it is needless to use any other forms of politeness.

As was mentioned above, the text of the letter should be as short, simple and clear as possible.

In the subscription the expression ‘Yours faithfully’ is usually used if you are not acquainted with the person(s) or ‘Yours sincerely’ if you write to a man (woman) whom you know at least by correspondence. In American English the above expressions are rarely used. More common are the expressions ‘Sincerely your’, or simply ‘Sincerely’, and sometimes ‘Very truly yours’.

The signature is affixed by hand above the typed name of the author. It is not obligatory to indicate your position.

If near the signature, there are two letters ‘p.p.’ (per pro) it means that the letter is ‘by warrant’.

The heading may be written above the main text of the letter. The heading indicates short contents of the letter or its subject.

If some material is added to the letter the words ‘Enclosure’ (‘Enclosures’) or the abbreviation ‘Encl’ are written in the left lower corner of the letter. You can also use the expression ‘We enclose ...’.

Letters in English often begin with the reason for writing. Look at the opening words of seven different letters and complete the sentences, using the phrases on the right.

e.g. I am writing to confirm our meeting next Tuesday.

I am writing to confirm your letter of 25 June.
I am writing to apologize for the delay.
I am writing to answer to our meeting next Tuesday.
I am writing to thank you about your English courses.
I am writing to inquire the order we received.
I am writing to inform you for sending me the books.
I am writing regarding that I will not be able to come to your reception.

Study the four letters below and say what kind of letter each is.

- An inquiry (checking facts or requesting information).
- A covering letter (explaining something).
- A thank – you letter.
- An invitation.

Colehouse Associates
20 Eyot Place, Bath BA1 4XT

Kerstin Security System
Kerstin House
High Street
Oxford OX1 7QP

18th September, 1991

Dear Sirs,
We are writing concerning the security locks (B 701) described on page 23 of your catalogue, which we received yesterday.
It is not clear if the locks can be used on all types of windows or are only suitable for use with wooden windows. Please could you advise us on this. We enclose specifications of the windows we invented to fit the locks to.
We look forward to hearing from you.
Yours faithfully,

Charlotte Ruban
Charlotte Ruban

Heilmann Winters Consultants

Sarah Warton
Communications Officer
CODATA plc
1 – 3 Prideaux Place
Southampton SO6 7DY

4th February 1991

Dear Sarah,
I am writing to thank you for your help and advice with my research. I am sorry that I have not written before, but I have been very busy.
It was very kind of you to meet me last week and discuss my paper on Customer Training – your suggestions and comments were very useful. I will, of course, send you a copy of the full report as soon as it is ready.
Please contact me the next time you come to Holland. I would be delighted to meet you again. Give my regards to your colleagues in the Communication Department.

Yours,
Piet Winters
Piet Winters

KERSTIN SECURITY SYSTEMS
KERSTIN HOUSE HIGH ST. OXFORD OX1 7QP

Mr V Hannah
Gees Hardware Store
Godstone Road
Banbury OX3 9JG

6 June 1991

Dear Mr Hannah,
Thank you for your inquiry about our smoke alarms.
Please find enclosed a brochure and a copy of our price list for this year. You will see that we are offering a special discount on our Little Gem range until the end of the next month.
Please contact us if you require any further information.
Yours sincerely,
Thomas O’Gorman
Thomas O’Gorman
(Sales Dept.)

**INSTITUTE OF MEDICINE &
PHARMACEUTICAL PREPARATIONS**

FERN HOUSE, BRIDGEWATER ROAD, EXETER, DEVON. EX9 2A

G K Winkel
Marketing Manager
Reach Pharmaceuticals
31004 Zurich
Switzerland

Dear Mr Winkel,

I do not know if you remember me – we met at the Healthcare Exhibition in Zurich last year. We are holding another conference on *Pharmaceuticals and the Law* in Paris from March 12 – 16 and we would be very pleased if you could participate. Perhaps you would also like to speak to the conference about the law in Switzerland?
I look forward to hearing from you and hope very much that you will be able to attend.
Yours sincerely,
Brian Corbin
Brian Corbin

3. You are going to write the letter and reply to them. Read the instructions and use the correspondence above to help you.

Write a letter:

You receive this fax from the Grand Hotel. You wanted a single room, 3 – 5 June. Write and check the details.

Confirmation of booking:
Regency Suite, 3 – 5 May at
\$258 a night.

Reply to a letter:

Read the inquiry and write back giving the correct information (below) and apologizing for the mistake.

Confirmation of booking:
Single Room, 3 -5 June, at
\$85 a night.

Write a letter:

You want to make a promotional video about your company.

Write and invite Mr. Sherman, a film – maker, to discuss this with you over lunch.

Reply to a letter:

Read the invitation and write back saying you cannot help him at the moment because you have a lot of other work.



Inquiry - letter. – Лист – запит.

1. Inquiry is sent by a company, if necessary:

- to obtain detailed information about goods;
- to know about the availability of goods;
- to specify time and delivery dates;
- to obtain information about the terms of delivery and discounts, mean of transporting, insurance;
- to obtain information about prices of goods;
- to get catalogues and samples of goods.

Writing the inquiry - letter, you need give full details as it possible, that will allow your business partner to shorten time on drafting of answer.

In the case if you apply with the inquiry in this company first time, it is desirable to include in a letter the following points:

1. Mention the source of information about this company and its goods.
2. Essence of the question.
3. Brief information about your company.
4. Express hopes for cooperation.

2. Cliché & Expressions

To the point 1.

We read your advertisement in ...
With regard to your advertisement in ... of ... , we would ask you ...
We have heard of your products from ...

We have seen your current catalogue showing ...

To the point 2.

We are interested in buying (importing, etc.) ...
Please inform us (let us know) as soon as possible ...
Would you please inform us if it were possible to deliver...
Please let us know what quantities you are able to deliver till ...
We would ask you to let us have a quotation for ...

1. Лист – запит надсилається компаніїю, якщо необхідно:

- отримати докладну інформацію про товари;
- узнати про наявність товару;
- уточнити час і терміни поставки;
- отримати інформацію про умови поставки і знижки, засобів транспортування, страхування;
- отримати інформацію про ціни на товар;
- отримати каталоги і зразки товару.

При написанні листів – запитів слід, якомога більш детально висловити суть питання, що дозволить Вашому діловому партнеру скоротити час на складання відповіді.

У випадку якщо Ви поведетеся із запитом в дану компанію вперше, в лист бажано включити наступні пункти:

1. Вказівку на джерело інформації про дану компанію і її товар.
2. Суть питання.
3. Короткі відомості про Вашу компанію.
4. Вираз надії на співпрацю

Ми прочитали вашу рекламу у ...
У зв'язку з публікацією вашої реклами у ... від ... ми хотіли б запитати вас ...
Ми знали про продукцію вашої компанії з ...
Ми звернули увагу на ваш останній каталог, в якому описується ...

Ми хотіли б купити (імпортувати і т.п.)

Просимо повідомити нас якнайскоріше ...
Просимо повідомити нас, чи зможете ви поставити ...
Будь ласка, повідомте нас, яку кількість ви зможете поставити до ...
Повідомте нас, будь ласка, про розцінки на ...

Would you kindly quote your prices and terms of delivery (terms of payment, etc.) for...

We would like to have further details about ...

We would like to represent your products in the Ukrainian market.

Please send us samples of ... (your catalogues, leaflets, etc.)

To the point 3.

As distributors we have a large network of ...

In connection with this ...

We are distributors (importers, retailers, etc.) of ...

We would like to get in touch with manufacturers (suppliers, sellers, etc.) of ...

There is a large market here for your products.

For over ... years our company has imported from western countries ...

Our company was founded in ...

We usually effect payment by letter of credit (cheque, bank transfer, etc.)

To the point 4.

If your prices are competitive (the samples meet the standards, your equipment complies with our requirements, etc.) we may be able to let you have regular orders.

We look forward to your early reply.

Your prompt answer will be (would be) appreciated.

3. Exercises.

Match the words on the left with their corresponding definitions on the right.

advertisement

quotation

samples

letter of credit

competitive

terms of payment

with regard to

current

retailer

bank transfer

terms of delivery

leaflets

the latest

the convenient way of written payment

the prices for smth.

rival

the period of time agreed for payment

in connection with smth.

piece of useful information about smth.

the period of time agreed to supply smth.

the convenient way of payment through the bank net seller

patterns

broaches

Не могли б ви встановити нам ціни і умови поставки (умови оплати і т.д.) на ...

Ми б хотіли отримати більш докладну інформацію про ...

Ми б хотіли представляти вашу продукцію на українському ринку.

Будь ласка, вишліть нам зразки (свої каталоги, брошури і т.д.).

Як дистриб'ютори ми маємо обширу сіть...

У зв'язку з цим ...

Ми виступаємо дистриб'юторами (імпортерами, продавцями і т.д.) ...

Ми б хотіли встановити контакт з виробниками (постачальниками, продавцями і т.д.).

Ваші вироби знайдуть у нас свого покупця.

Більш ніж ... років наша компанія імпортує із західних країн ...

Наша компанія була заснована в ... році.

Ми звичайно проводимо оплату шляхом відкриття акредитиву (чеком, переведенням і т.д.)

Якщо ваші ціни влаштують нас (зразки задовольнятимуть вимогам стандартів, ваше устаткування задовольнятиме нашим вимогам і т.д.), ми регулярно замовлятимемо вашу продукцію.

З нетерпінням чекаємо Вашої відповіді.

Будемо вдячливі за швидку відповідь.

Read the first part of the inquiry – letter. Fill in the blanks using the words from the chart.

buying terms	advertisement information	food equipment	delivery
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Sample of Inquiry

Pet Products Ltd.
180 London Road
Exeter EX4 4JY
England

25th February 1997

Dear Sirs,

We read your _____ in the 'Pet Magazine' of 25th December. We are interested in _____ your equipment for producing pet _____. Would you kindly send us more _____ about this equipment:

- price (please quote GIF Odessa price)
- dates of _____
- _____ of payment
- guarantees
- if the price includes the cost of _____ installation and our staff training.

Complete the second part of the inquiry – letter.

Our company sp_____zes in distributing pet p_____s in Ukraine. We have more than 50 dealers and rep_____ves in different regions and would like to start producing pet food in Ukraine. If your equipment meets our req_____ts, and we receive a favorable offer, we will be able to place a large order for your eq_____t.

Your early r_____ would be appreciated.

Yours faithfully,
V. Smurov
Export – Import Manager

4. Write an inquiry – letter of your company that is interested in the delivery of cars.



Offer - letter. – Лист - пропозиція.

1. Offer - letter is usually used by a supplier to answer on an inquiry - letter. Answering on the general request, he thanks for the personal interest and usually encloses price-lists, catalogues or conditions of the typical agreement. An answer for the special inquiry - letter foresees to answer for all questions of a potential client.

The structure of offer - letter

1. The reason of writing.
2. Answers for the question of target customer.
3. Additional offers.
4. Expression of hope on the order.

2. Cliché & Expressions

To the point 1.

- We were pleased to learn your interest in ...
- We are most pleased that you want to buy ...
- We are glad to say that we can reserve you ...
- It is generous of you to take so much interest in our work ...
- We take pleasure to send you the desired samples and offer ...
- As to your inquiry of ... we are informing you that ...

To the point 2.

- We enclose our catalogue with the latest price – list.
- Our detailed price – list will convince you in diversity of our assortment.
- Our proposal is valid till ...
- We deliver our goods on CIF terms.
- The price covers packing and transportation expenses.
- We can give you a 5 per cent discount.
- As you can see from our price – list, our prices are at least by 3% lower than market ones.

To the point 3.

- I call you attention especially on item ...

1. Листом – пропозицією постачальник звичайно відповідає на лист – запит. Відповідаючи на загальний запит, він дякує за проявлену зацікавленість і звичайно прикладає прейскуранти, каталоги або умови типового договору. Відповідь на спеціальний запит передбачає відповіді на всі питання потенційного клієнта.

Структура листа - пропозиції

1. Причина написання.
2. Відповіді на питання потенційного замовника.
3. Додаткові пропозиції.
4. Вираз надії на замовлення.

- Нам було приємно почути про Вашу зацікавленість у ...
- Ми дуже раді, що ви схотіли купити ...
- Ми раді повідомити, що можемо залишити за Вами ...
- Було дуже люб'язно з Вашої сторони виявити таку цікавість до нашої роботи .
- Із задоволенням надсилаємо Вам обрані зразки і припускаємо що ...
- На Ваш лист - запит від ... ми повідомляємо, що ...

- Ми прикладаємо наш каталог з новішим прейскурантом.
- Наш докладний прейскурант вдосконалив Вас у різноманітті нашого асортименту.
- Наша пропозиція дійсна до ...
- Ми виконуємо поставки на умовах СІФ.
- Ціна включає упаковку і транспортні витрати.
- Ми можемо надати Вам 5% знижку.
- Як видно з нашого прейскуранту, наші ціни, принаймні, на 3% нижчі за ринкові.
- Я особливо звертаю вашу увагу на позицію ...

- Besides above mentioned goods our company produces also (see ...)
- We would like to recommend you especially the following position in the price – list.
- The model ... will most meet your requirements.

To the point 4.

- We ask you to discuss our proposal once more and inform us whether we could expect getting your order.
- I ask you to make the order faster as the quantity of this product at our warehouse is limited.
- We would appreciate if we get the order from you as soon as possible.
- If you are not happy with our proposal please inform us about its reason.
- We are looking forward to hearing from you soon.

3.Exercises.

Read attentively the notes and the sample of the offer - letter.

Notes: Answering questions, you should give exact description of goods, if it is possible, to enclose photos and/ or pictures and/ or samples. While determining the price all the discounts are taken into account. The questions of charges on packing should be considered separately, as well as, transport charges, terms of delivery and payment.

Offer – letters are sent without the preceding query also, if a supplier desires to come into notice of potential clients or find new customers on concrete products or their assortment. The firm offer foresees the special terms, for example, dead-line of order receipt and system of discounts, depending on the quantity of goods and other terms.

Kinds of offers. An offer (a quotation) is a statement by the Sellers usually in written form expressing their wish to sell the goods. But it is not a legal document, i.e. if the Sellers for this or that reason decide not to sell, the Buyers have no legal remedy. An offer is only the first step in a contract.

Offers (quotations) will as a rule include the following information:

- the description of the goods offered (their quality, quantity),
- details of prices, discounts and terms of payment,
- the date or the time and place of delivery.

There are two kinds of offers.

A free offer (sometimes called Voluntary offer) is made when Seller offers goods to regular customers without waiting for an enquiry and sends quotation to those who may be interested in the goods. These offers were formerly called offers without obligation. There must be an indication in such an offer that it is made subject to the goods being available when the order is received. The opening phrases in voluntary offers may be: «We think you will be interested in our quotation for the goods» or «We have pleasure in enclosing our latest catalogue (or the price-list of our products) ».

- Крім згадуваних раніше товарів наша фірма виробляє також (див...)
- Ми б хотіли особливо порекомендувати Вам наступні позиції у прейскуранті ...
- Для Ваших цілей Вам краще за все підійде модель ...

- Ми просимо Вас ще раз обговорити нашу пропозицію і повідомити нас, чи можна розраховувати на отримання замовлення.
- Я прошу Вас швидше оформити замовлення, оскільки кількість цього товару на складі обмежена.
- Ми б були дуже раді отримати від Вас замовлення якнайскоріше.
- Якщо вас не влаштовує наша пропозиція, просимо повідомити нас про причину.
- З нетерпінням чекаємо відповіді.

A firm offer is a promise to supply goods on the terms stated (i.e. at a stated price and within a stated period of time). This promise may be expressed in a letter in the following words: «We make you a firm offer for delivery by the middle of May at the price quoted» or in some other qualifying words like: «The offer is subject to acceptance within fourteen days», or «The offer is open for acceptance until the fifteenth of January».

The Sellers making a firm offer have the right to withdraw it at any time before it has been accepted. In practice, however, no reputable seller would risk his reputation by withdrawing his offer before the stated time.

Mr. Fred North
Purchasing Manager
Broadway Autos

November 11, 1999.

Dear Mr. North,

Thank you very much for your inquiry. We are of course very familiar with your range of vehicles and are pleased to inform you that we have a new line in batteries that fit your specifications exactly.

The most suitable of our products for your requirements is the Artemis 66A Plus. This product combines economy, high power output and quick charging time and is available now from stock.

I enclose a detailed quotation with prices, specifications and delivery terms. As you will see from this, our prices are very competitive. I have arranged for our agent Mr. Martin of Fillmore S. A. to deliver five of these batteries to you next week, so that you can carry out the laboratory tests. Our own laboratory reports, enclosed with this letter, show that our new Artemis 66A Plus performs as well as any of our competitor's product and, in some respects, outperforms them.

If you would like further information, please telephone or telex me: My extension number is 776. Or you may prefer to contact Mr. John Martin of Fillmore S.A. in Massachusetts: his telephone number is 01 77 99 02.

I look forward to hearing from you.

Yours sincerely,
Fred Stock
Fred Stock

Direct mail marketing involves sending publicity material to people directly by mail. It is highly successful for selling magazine subscription, insurance and financial services. The letters contain:

- a very personalized first sentence designed to ensure that the reader continues reading.
- a persuasive and clear sales message, adapted to a specific market segment.
- direct and convincing language, intended to appeal to the chosen audience.

The profiles below are based on the results of several hundred interviews conducted in a shopping centre by a major insurance company. Following the survey, the company decided to concentrate its direct marketing sales efforts on two specific products: a life insurance plan for young couples and a pension plan for slightly older couples.

Read the profiles and match the letter extracts below to the profiles.

1. Profile for life insurance

Young married couples who have just had their first baby. They are aged between 25 and 30 and have fairly good salaries but are very careful about their spending. They have never considered insurance before and are put off by the complicated documents. They are suspicious of insurance sales people and would not agree to spending hours going over figures with them. They would respond if the insurance plan was inexpensive and looked easy to take out.

2. Profile for private pension.

Couples aged between 35 and 45 who are just beginning to have some financial stability. They have never considered pension until now because they felt they couldn't afford it and that they were too young to think about retirement. They are a little anxious as they realize that they have left it very late, and would like to discuss their financial situation with 'an expert' who could advise them on the best plan.

c)Of course most parents recognize that it is important to provide insurance cover for the family, but many of the schemes around are confusing and too expensive.

a)Our new policy is guaranteed to give you the best value for money currently available. There is no red tape, just a simple application form which takes two minutes to complete.

d)Offered direct to you – no sales commissions, no insurance broker to pay and no pushy sales people in your living room.

b)It's still not too late to join the club and dream about the future. Just pick up the phone and make an appointment and you can start saving straightaway. The sooner you start the more you have to look forward to!

f)They have no worries about whether they will be able to afford holidays, presents for their grandchildren and all those little extras that make life easy and comfortable in later years.

e)Act now and enjoy later is our policy and it's possible without giving up luxuries in the meantime. Our policy advisers will take all the time you need to draw up a plan specifically adapted to your financial situation.

g)Just return the attached enquiry card. There's no postage to pay and we will send full details to your home address so you can read at your leisure.

Dear Parent

The arrival of anew baby is such an important time, it is almost impossible to think about the practical side of being a parent ... however, I know that you'll agree that nothing matters more than your baby's future.

1.c

We feel that now is the right time to tell you about a plan which has been designed especially for young people like you. Interested? Read on.

2.

Do you see it really is your type of plan?

3.

4.

Don't miss this opportunity to provide financial protection for your family at a lower cost.

I look forward to receiving your enquiry card.

Yours faithfully

Dear John and Mary

Have you ever wondered how lucky you are? Have you ever wondered what the future has in store?

Our policy holders are looking forward to the future and planning how they will spend all the money they have saved.

5.

6.

So relax, the situation is under control.

7.

Looking forward to hearing from you very soon.

Sincerely

4. Write an offer – letter of your company which is producing some medical remedies for the healthcare.

Dear Parent

The arrival of anew baby is such an important time, it is almost impossible to think about the practical side of being a parent ... however, I know that you'll agree that nothing matters more than your baby's future...

Order - letter. – Лист – замовлення.

1. Order letter is meant to arouse and stimulate business activity on the part of recipient. It is the typical asking letter. Order expresses the writer's intention to do business with his correspondents, usually to buy some goods from them.

In order to place the order on the purchase of those or other good they fill in the special order forms, where the quantity of wares, their description, price, terms of payment, date of delivery, discounts and so on should be mentioned. In a number of cases, when it is necessary to make certain points quite clear, an accompanying letter with enclosed order form should be written.

If Seller or Supplier is able to perform the order, he sends to Buyer the order acknowledgement or confirmation of order, what more frequently is the order copy or duplicate, signed by Seller. Usually confirmation of order is enclosed to the accompanying letter, where Seller expresses gratitude for the order, and also reports to Buyer about those or other changes (the price change, delivery dates change and etc).

If Seller or Supplier from some reasons is unable to perform the order, he declines the order, or offers adequate substitute of goods which are not at present.

2. Cliché & Expressions

Order – letter

In reply (response) to your letter (fax) of (dated) ..., we thank you for ...

We are pleased to enclose our Order № ...

We enclose (are enclosing) our order for ...

We accept your offer and have pleasure in placing an order with you for ...

Please confirm that you can supply ...

1. Лист - замовлення спрямований на те, щоб підняти і стимулювати ділову активність на боці одержувача. Це - типовий лист - запит. Лист - замовлення виражає мету автора зробити бізнес з його кореспондентами, звичайно, щоб купити деякі товари у них.

Для того, щоб зробити замовлення на закупівлю тих або інших товарів звичайно заповнюють спеціальні бланки замовлень, в яких вказується кількість виробів, їх опис, ціна, умови оплати, дата поставки, знижки і т.д. У ряді випадків, коли необхідно прояснити окремі пункти замовлення, пишеться супровідний лист, до якого додається бланк замовлення.

Якщо Продавець або Постачальник товару в змозі виконати замовлення, він посилає Покупцю підтвердження замовлення, яке частіше за все є копією замовлення, підписаною Продавцем. Звичайно підтвердження замовлення додається до супровідного листа, в якому Продавець виражає подяку за замовлення, а також повідомляє Покупця про ті або інші зміни (зміні цін, термінів поставки і т.д.).

Якщо Продавець або Постачальник товару з якихось причин не в змозі виконати замовлення, він або відмовляється від замовлення, або пропонує адекватну заміну товару, якого немає а наявності.

Лист - замовлення

У відповідь на Ваш лист (факс) (від ...) .., ми вдячні Вам за .

Ми приємно додати наше Замовлення № ...

Ми додаємо наше замовлення на ...

Ми приймаємо Вашу пропозицію і маємо задоволення влаштовуючи замовлення з Вами на ...

Підтвердіть, що Ви можете поставляти ...

Please send the copy of this order to us, duly signed, as an acknowledgement.

Please supply/send us ...

Acknowledgement or confirmation of order

Thank you very much for your order № ... of (dated) ...

As requested we enclose (are enclosing) the copy of your order, duly signed, as an acknowledgement.

We confirm that delivery will be made by ...

We hope that you will have a good turnover, and that we will be dealing with your company in the future.

Delivery will be made in conformity (accordance) with your instructions.

Declining of the order

We are (we regret) to let you know (to inform you) that we cannot execute your order because of (through) ...

The goods you ordered are no longer available.

We can offer you a substitute.

3.Exercises.

Read attentively the notes and the sample of the order - letter.

NOTES:

It is an import order, and as we can notice, placing orders is simple from the point of view of letter writing. The fact is that usually the purchasing department or the buyer fills in an order form. But in this case the correspondent prefers to write a letter in order to make certain points quite clear. There are special import regulations which are touched upon in the last paragraph: it is necessary to complete formalities and to stress delivery instructions.

It should be mentioned here that the supplier must send order acknowledgement as an answer to order promptly to thank his customer for the order and to confirm it.

If some conditions have changed, the customer must be notified. In case the goods ordered are no longer available, a substitute may be offered.

Відправте копію цього замовлення нам, підписану належним чином, як підтвердження.

Будь ласка забезпечте нас/надішліть нам ...

Підтвердження замовлення

Велике спасибі за Ваше замовлення № ... (від) ...

Як було потрібно, ми додаємо копію вашого замовлення, належним чином підписаного, як підтвердження.

Ми підтверджуємо, що доставка буде виконана ...

Ми сподіваємося, що ви матимете добрий товарообіг, і що ми будемо працювати з Вашою компанією в майбутньому.

Доставку буде влаштовано у відповідності з вашими інструкціями.

Відмова від замовлення

Ми маємо (ми жалкуємо) повідомити вас (інформувати вас), що ми не можемо виконати ваше замовлення через (через) ...

Товари, які ви замовили, більше не доступні.

Ми можемо запропонувати вам заміну.

JACKSON & MILES
118 Regent Street
London W1C 37D
UK

HOWARD & PRATT
Ladies' Clothing
306, 3d Avenue
Chicago, Ill. 60602

4 November, 2000

Gentlemen:

Thank you for your quotation of October 30. We have pleasure in placing an order with you for 1,900 dresses at Price: \$38,745 in the colours and sizes specified below:

Quantity	Size	Colour	Quantity	Size	Colour
50	8,16	white	100	10,12,14	red
100	10,12,14	white	50	16	yellow
50	8,16	green	100	10,12,14	yellow
100	10,12,14	green	50	16	black
50	8,16	red	100	10,12,14	black

Delivery: air freight, c.i.f., Chicago

We shall open a letter of credit with your bank as soon as we receive your order acknowledgement. Please arrange for immediate collection and transport since we need the dresses for Christmas.

Very truly yours,

P. Pratt

P. Pratt
Buyer

Complete the elements of the order – letter in the right order.

Men's Clothes Dealers Ltd.
142 South Road
Sheffield S20 4HL
England

Our Order for Silk Shirts

Dear Sirs,

V. Smurov

21st March, 1997

In response to your letter of 17th March, we thank you for sending us your catalogues of men's silk shirts. We are sure, there will be a great demand for them in Ukraine.

We are enclosing our Order № 144, and would ask you to return its duplicate to us, duly signed, as an acknowledgement.

Enc. Order No. 142

Yours faithfully,

Vladimir Smurov
Export – Import Manager

Fill in the blanks in the following order using the words from the chart.

March	Supply	silk shirts
letter of credit	refer	copy

ORDER №. 142
(please _____ to this number on all correspondence)

Men's Clothes Dealers Ltd.
142 South Road
Sheffield S20 4HL
England

21st _____, 1997

Please _____ 400 men's _____ in the colours and sizes (collar) specified below:

Size	Colour	Quantity
14	white	70
14	blue	30
15	white	70
15	blue	30
16	white	70
16	blue	30
17	white	70
17	blue	30

Price \$10.53 each (total - \$4212)
 Delivery: air freight, CIF Kiev
 Payment: by _____
 Packing: standard

p.p. Chief Buyer
Alexey Postnikov
 Visteria Ltd.

Please send us the _____ of this order, duly signed as an acknowledgement.

4. Write an order – letter of your company that is interested in the delivery of women's fur - coats.

Reply to the letter. – Лист – відповідь.

1. Reply to the letter is sent by a company, if necessary:

- to send detailed information about goods;
- to report about the availability of goods;
- to send the information about the terms of delivery and discounts, mean of transporting, insurance;
- to send the information about prices of goods;
- to send catalogues and samples of goods.

2.Cliché & Expressions

1. We refer to your advertisement in ‘Daily News’.
2. We learn from your letter that you are manufacturers of the electronic equipment we need.
3. We are interested in the equipment your firm produces.
4. We shall be obliged if you send us your latest catalogues, brochures or any other publications containing a description of your equipment.
5. Please let us know if you can offer us your equipment as per specification enclosed in your letter.
6. Please send us samples of your manufacturers stating your lowest prices and best terms of payment.
7. We look forward to receiving our answer.
8. We expect to hear from you in the nearest future.
9. We wish to maintain cooperation with you.
10. Your prompt execution of your order will be appreciated.

1.Лист – відповідь надсилається компанією, якщо необхідно:

- надіслати докладну інформацію про товари;
- повідомити про наявність товару;
- надати інформацію про умови поставки і знижки, засобі транспортування, страхуванні;
- надати інформацію про ціни на товар;
- надіслати каталоги і зразки товару.

1. Ми звертаємося з приводу Вашої реклами в ‘Daily News’.
2. Ми взнали з Вашого листа, що ви є виробниками електронного устаткування, яке нам потрібне.
3. Ми зацікавлені в устаткуванні, яке виробляє Ваша фірма.
4. Ми будемо вдячні, якщо ви надішлете нам Ваші пізніші каталоги, брошури або будь-які інші публікації, що містять опис Вашого устаткування.
5. Повідомте нас, якщо Ви можете запропонувати нам Ваше устаткування як за специфікацією, укладеною до Вашого листа.
6. Надішліть нам, будь ласка, зразки Ваших виробників, що встановлюють найнижчі ціни і кращі умови оплати.
7. Ми чекаємо отримання відповіді на наше питання.
8. Ми чекаємо чуток від Вас в найближчому майбутньому.
9. Ми бажаємо підтримувати співробітництво з Вами.
10. Будемо вдячні за швидке виконання Вами замови.

11. We thank you for your letter of 20th May 1998 but regret to inform you that at the present time we cannot make you an offer for the goods required by you.

11. Ми вдячні за Ваш лист від 20-го травня, 1998, але, на жаль, повинні інформувати Вас, що на цей час ми не можемо виконати пропозицію товару, замовленого Вами.

3. Exercises.

Read attentively the sample of the answering letter and the notes.

<p>JACKSON & MILES 118 Regent Street London W1C 37D UK</p>	
<p>HOWARD & PRATT Ladies' Clothing 306, 3d Avenue Chicago, Ill. 60602</p>	
	<p>28 Oct, 2000</p>
<p>Dear Sirs,</p>	
<p>We are pleased to make you an offer regarding our products in the size you require. Nearly all the models are obtainable and could be delivered to you in March. All other models can be supplied by the middle of January 2001, subject to our receiving your form order by 15th of November. Our c.i.f. prices are understood to be for sea/land transport to Chicago. If you would prefer the goods to be sent by air freight, this will be charged extra at cost.</p>	
<p>Suits sizes 8 – 16 in white, yellow, red, and green, navy blue, black. Sizes 12, 14 also in pink per 100 \$2,650.00</p>	
<p>Dresses sizes 8 – 16 in white, yellow, red, green, black per 100 \$1,845.00</p>	
<p>You will be receiving price – list, cutting of our materials and a colour chart. These were airmailed to you this morning.</p>	
<p>Yours faithfully, <i>D.A. Leary</i> D.A. Leary Export Department</p>	

NOTES: As you can see, it is the second business correspondence – the answering relationships between two partners. It does not only characterise the company, but also advertises it. The purpose of the letter is to persuade the partner that you are the best in business.

This letter contains the quotation in an inquiry. In lots of similar letters, the quotations are simply prices and information asked for. But this sample is quite the it shows the customer that he met the sales - caring businessmen, who use every opportunity to stimulate his correspondent's interest in his goods by including the sales message. And between the lines we can read the assurance that the customer will receive personal attention. In order to draw the attention of the customer to the products in question the supplier offers 'cuttings of our materials and a colour chart'. On the whole a firm offer is subject to certain conditions, a deadline for the receipt of orders, or a special price for certain quantities.

Below you will find details from the answering letter. Look at the outline of the letter on the left and indicate where the information below should go.

<div style="border: 1px solid black; width: 250px; height: 40px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">1 f</div> <hr style="border: 0.5px solid black; margin: 5px 0;"/> <div style="border: 1px solid black; width: 150px; height: 40px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">2</div> <div style="border: 1px solid black; width: 130px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">3</div> <div style="border: 1px solid black; width: 150px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">4</div> <div style="border: 1px solid black; width: 310px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">5</div> <div style="border: 1px solid black; width: 310px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">6</div> <div style="border: 1px solid black; width: 310px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">7</div> <div style="border: 1px solid black; width: 190px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">8</div> <div style="border: 1px solid black; width: 130px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">9</div> <div style="border: 1px solid black; width: 130px; height: 20px; margin-bottom: 10px; display: flex; align-items: center; justify-content: center;">10</div>	<p>a) We do not supply brochures ourselves, as this can be done more cheaply and conveniently by our distributors. We have looked at our list of distributors and found that the nearest to your address is Scott's of 137 High Street, Thames bank. You may know it.</p> <p>b) Thank you for your letter of the 4th of April 1998, in which you requested a brochure on our latest stereo cassette/ radio Model ECR/12.</p> <p>c) Dear Sir, d) 9th April, 1998 2000</p> <p>e) They stock copies of the brochure you require, and they will give you a copy on demand, free of charge.</p> <p style="text-align: center;">f) Mitchel Electronics Company Limited St. Mirren Avenue, London E 15 3ET Telephone: 01 – 386 9239 Telegrams MELEC LONDON</p> <p>i) Yours faithfully g) Our Ref: MRE\JNK C. A. Atkins Esq. 147 Macduff Road Thames bank London NW11</p> <p style="text-align: center;">h) We trust that they can be of assistance.</p>
<p>j) M. R. Erickson Sales Department Mitchell Electronics Co Ltd</p>	

Read the reply to the letter. Fill in the blanks using the words from the chart.

inquiry	information	costs	deliver	hesitate
discount	questions	brochure	account	payment

Dear Mr. Brown

Thank you for _____ about our new tape-recorded. I am enclosing our _____, which gives general _____ about the product.

In answer to your specific _____.

1. It _____ \$300 + VAT at 13.5%.

2. We offer a _____ of 5% on orders of 5 units or more.

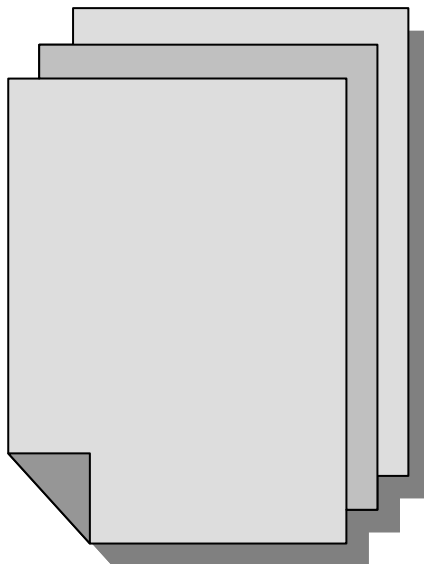
3. We will be able to _____ your order within 10 days of receiving it.

4. Unless you already have an _____ with us, we will require _____ with your order.

If you have any further questions, please do not _____ to contact me.

Yours sincerely
Robert Roughson

4. Write a reply to the inquiry – letter of some company that is interested in the delivery of juices.



1. Contracts and their features.

Contract is an agreement between the parties involved that creates a binding obligation. In general, contracts may be either oral or written. Certain classes of contracts must be written and signed. These are contracts involving the sale and transfer of real estate, and contracts to guarantee or answer for the miscarriage, debt, or default of another person. A contract forms the basis of a transaction between the Buyers and the Sellers.

Essential clauses of contract.

Some of the items are necessary in any contract: legal title of the contracting parties, subject of the contract, quality, price, delivery and payment terms. As a rule, a contract contains a number of clauses, such as:

- Subject of The Contract
- Quality and Price of goods
- Terms of Payment
- Delivery
- Inspection and Test
- Guarantee
- Packing and Marking
- Arbitration
- Transport
- Insurance and other conditions

1. Контракти і їх особливості.

Контракт - це угода між сторонами, залученими до справи, яка створює взаємовідповідальне зобов'язання. Взагалі, контракти можуть бути або усні або письмові. Певні види контрактів повинні писатися і підписуватися. Це є контрактами, що залучають продаж і передачу нерухомого майна, і контракти що гарантують або відповідають за недоставляння товару до місця призначення, борги, або типову помилку іншої особи. Бланки контракту - основа операції між Клієнтами і Торговцями.

Важливі умови контракту.

Деякі з умов необхідні в будь-якому контракті: законний заголовок сторін контрактації, предмет контракту, якості, ціни, умови доставки і оплати. Як правило контракт містить цілий ряд умов, як наприклад:

- Предмет Контракту
- Якість і ціна товарів
- Умови Оплати
- Поставка
- Інспекція і Випробування
- Гарантія
- Упаковка і Позначення
- Арбітраж
- Транспортування
- Страхування і інші умови

Here is an example of clauses of a contract signed by a Russian trading organization (the Buyers) and a Swedish company (the Seller). Read the contract attentively.

Contract No.

I. Subject of the Contract

The Seller undertakes to sell and the Buyer to buy on the basis of delivery FOB Stockholm a party of complete equipment for car repairing.

II. Price and Total Value of the Contract

The total value of the Contract including the cost of the complete equipment for car repairing as well as technical documentation, knowledge and experience (know-how), engineering, after-guarantee spares and services is \$ 120.000.

III. Terms of Payment

The total amount of \$120.000 stated in Clause II shall be paid by the Alpha Bank, Moscow, in accordance with the following terms:

15% advance payment of the total Contract value shall be made within 30 days of the **effective date** of the Contract October, 19, 2001.

75% of the total Contract value shall be paid in accordance with the Credit Agreement between the Alpha Bank, Moscow and the Gottes Bank, Sweden.

5% of the total Contract value shall be paid within 30 days of the date of receipt by the Alpha Bank, Moscow of the following documents.

The Guarantee amount of 5% shall be paid within 30 days of receipt by the Bank of the **Acceptance Protocol** confirming the acceptance of the equipment for commercial operation.

IV. Time of Delivery

The delivery of the equipment under the present Contract shall begin in 2 months and shall be completed not later than 3 months from the date of signing the Preliminary Project Acceptance Protocol.

V. Inspection and Test

1. Inspection and/or test of the equipment shall be carried out after the equipment installation at the Seller's place at the expense of the Seller in the **presence** of the Buyer's inspectors.

2. The Seller is **to notify** the Buyer about the readiness of the equipment for inspection and/or test not later than 10 days before the proposed time of the inspection and/or test.

3. The Buyer's inspector shall issue in due time to the Seller a Release Certificate for Shipment on the basis of the Test Certificate.

4. If the Buyer's inspector cannot be present on the appointed date, the Seller shall have the right to carry out the test without the Buyer's inspector. The Seller shall issue a Test Certificate which is to be sent to the Buyer's who will issue a Release Certificate for shipment without delay.

5. Final tests and acceptance of the equipment for putting it into operation are to be made in Russia.

2.Cliché & Expressions

Types of Contracts

- | | |
|---|---|
| -contract for the supply of complete equipment | -контракт на поставку комплектного устаткування |
| -contract for rendering technical assistance in project operation | -контракт на надання технічного сприяння в експлуатації об'єкту |
| -research and development contract | -контракт на проведення наукових досліджень і розробок |
| -contract for the preparation of a detailed project report | -контракт на виконання технічного проекту об'єкту |
| -production sharing contract | -контракт на компенсаційних умовах |
| -contract for the sale of 'know – how' | -контракт на продаж ліцензії «ноу - хау» |
| -‘turn – key’ contract | -контракт на будівництво об'єкту на умовах «під ключ» |
| -flat fee contract | -контракт з наперед встановленою ціною |
| -fixed – price contract with escalation | -контракт з коректуванням фіксованої ціни по змінній шкалі цін |
| -cost – plus – fixed – fee contract | -контракт з оплатою витрат плюс твердий прибуток |

Conclusion of a Contract

- | | |
|--|---|
| -draft contract | -проект контракту |
| -make a contract/conclude a contract | -укладати контракт |
| -negotiate a contract | -обговорювати контракт |
| -initial a contract | -парафувати контракт |
| -sign a contract | -підписувати контракт |
| -the date of signing a contract | -дата підписання контракту |
| -contract, duly signed by authorized representatives | -контракт, належним чином підписаний уповноваженими особами |
| -appendix (to contract) | -додаток (до контракту) |
| -listed in appendix | -перерахований в додатку |
| -attached to contract/annexed to contract | -прикладений до контракту |
| -mentioned in appendix | -згаданий в додатку |
| -contract clause/contract article | -стаття контракту |
| -include a clause into a contract | -включати в контракт статтю |
| -exclude a contract clause | -виключити статтю із контракту |

Fulfillment of a Contract

- | | |
|--|---|
| -due and faithful performance of a contract | -точно і своєчасне виконання контракту |
| -course of the implementation of a contract | -хід виконання контракту |
| -hold a contract | -діяти за контрактом |
| -execute a contract/perform a contract | -виконувати контракт |
| -infringe a contract/break a contract | -порушувати контракт |
| -terminate a contract | -розривати контракт |
| -obligations (of the parties) under contract/commitment under contract | -зобов'язання (сторін) за контрактом |
| -bear responsibility for delay in fulfillment of contractual obligations | -нести відповідальність за затримку у виконанні контрактних зобов'язань |
| -revise a contract | -переглядати контракт |

-cease to be under any contractual obligations
 -suspend the fulfillment of contractual obligations
 -evade the fulfillment of contractual obligations
 -sanctions for the non – fulfillment of contractual obligations
 -within the limits of the contract
 -within the extent of the contract
 -supplement to contract, addendum to contract
 -in accordance with supplement ... to contract
 -assume obligations under the contract
 -default (on) one’s obligations
 -prolong a contract term

-припиняти виконання контрактних зобов'язань
 -припиняти виконання контрактних зобов'язань
 -ухилитися від виконання контрактних зобов'язань
 -санкції за невиконання контрактних зобов'язань
 -в межах контрактних зобов'язань
 -в об'ємі контрактних зобов'язань
 -доповнення до контракту
 -відповідно до доповнення до контракту
 -приймати на себе зобов'язання за контрактом
 -не виконувати зобов'язання за контрактом
 -продовжити термін дії контракту

3. Exercises.

Study carefully the text to see what function each of the following components should have.

Subject of contract

This section names the product for sale or purchase. It also indicates the unit of measure generally employed in foreign trade for specific commodities. Contracts for bulk cargo contain a stipulation «about» or «plus or minus... per cent», denoting the permitted quantity tolerance.

Quality and Price of goods

The quality of machines and equipment is to be in conformity with the technical specification of the contract.

The quality of raw materials and foodstuffs is determined, as a rule, by standards, by sample or by description.

The price stated in a contract may be firm, fixed or sliding.

Firm price. Firm prices are not subject to change in the course of the fulfillment of the contract.

Fixed price. It is the price governing in the market on the day of delivery or for a given period.

Sliding prices. These prices are quoted for machinery and equipment which require a long period of delivery.

Arbitration.

In case of a breach of contract the injured party may go to court to sue for money damages, or for the contract to be rescinded, for injunction, or for specific performance if money damages would not compensate for the breach. Specific performance of a contract is the right by one contracting party to have the other contracting party perform the contract according to the precise terms agreed therein.

Terms of payment

Payment in foreign trade may be made in cash and on credit. There are different methods of cash payment:

1.By cheque (but it is not practicable as a cheque is payable in the country of origin. That's why cheques are mostly used for payment in home trade.)

2.By telegraphic or telex transfers or post (mail) remittance which is made from the Buyers' bank account to the Sellers' in accordance with the Buyers' letter of instruction. Actually this

method of cash payment may sometimes take several months, which is naturally very disadvantageous to the Sellers. The transfer is carried out at current rates of exchange.

3. By letter of credit (or just by credit) — L/C

The following types of letters of credit are usually used: irrevocable, confirmed and revolving.

- An irrevocable L/C is one which can neither be modified nor cancelled without the consent of the party in whose favor it has been opened.
- A confirmed L/C is an irrevocable L/C, payment under which is guaranteed by a first class bank in case the opener of the L/C (i.e. the Buyers) or the bank effecting payment defaults, or is unable to make payment.
- A revolving L/C is one under which its value is constantly made up to a given limit after payment for each shipment, which saves the charges on multiple letters of credit.

The Letter of Credit is the most frequently used method of cash payment because it is advantageous and secure both to the Exporter and to the Importer though it is more expensive than payment by transfer. It overcomes the gap between Delivery and payment and gives protection to the Sellers by making the money available for them on the fulfillment of the transaction and to the Buyers because they know that payment will only be made against shipping documents giving them the title for the goods. This method of payment is often used in dealings with developing countries.

4. For collection (Payment for collection does not give any advantages to the Exporter because it does not give any guarantee that he will receive payment in time or at all. That's why the Exporter usually requires that the Importer presents a guarantee of a first class bank that payment will be effected in due time. Also, there is a long period of time between the delivery of the goods and actual payment. But it is advantageous to the Importer because there is no need to withdraw from circulation big sums of money before actually receiving the goods).

Payment for collection against documents (with subsequent acceptance or very often telegraphic collection with subsequent acceptance) is mostly used in trade with East European countries.

The costs involved in effecting payment for collection are twice or three times lower than those by letter of credit. Most modern business is done on a credit basis which may be:

1) by drafts (by Bills of Exchange — B/E) — the Exporter credits the Importer which is advantageous to the latter.

A draft (a bill of exchange) is an order in writing from a Creditor to a Debtor to pay on demand or on a named date a certain sum of money to a company named on the Bill, or to their order. It is drawn by the Sellers on the Buyers and is sent through a bank to the Buyers for acceptance (i.e. for acknowledging the debt). The draft becomes legally binding when signed and dated by the Buyers on its face (front) and is to be met when due, i.e. 30, 60 or 90 days after presentation. The draft may be negotiable, i.e. it may be used by the Sellers to pay their own debts, but in this case the Sellers are to endorse it by signing it on its back, then they can pass it on to the new holders.

If the exporter wants immediate payment, he can discount the draft in return for a cash advance with a bank for a commission, i.e. sell it to a bank for its face value less interest, and by supplying a document (a letter of hypothecation) giving the bank the legal right to claim the goods if necessary. Besides, he may leave it with a bank as security for a loan. All this makes the Draft a very practical method of payment in foreign trade. To sum up its advantages — it simplifies the financing of export and import foreign trade and cuts down innumerable movements of currency.

There may be two main types of drafts:

Sights Drafts, which are payable on presentation (at sight) or on acceptance and

Term Drafts, which are drawn at various periods (terms) and are payable at a future date and not immediately they are accepted. Term, drafts may pass through several hands before maturity and require endorsement by the Sellers.

2) in advance (the Importer credits the Exporter, for example, the contract may stipulate a 10 or 15 % advance payment, which is advantageous to the Sellers). This method is used when the Buyers are unknown to the Sellers or in the case of a single isolated transaction or as part of combination of methods in a large-scale (transaction) contract.

3)on an open account. Open account terms are usually granted by the Sellers to the regular Buyers' or customers in whom the Sellers have complete confidence, but sometimes they are granted when the Sellers want to attract new Buyers then they risk their money for that purpose. Actual payment is made monthly, quarterly or annually as agreed upon. This method is disadvantageous to the Exporter, but may be good to gain new markets.

The two methods of payment (in cash and on credit) are very often combined in a contract. Drafts, for example, may be presented under a letter of credit and there may be other, sometimes very complicated combinations of various methods of payment stipulated in a contract.

The currency to be used for payment is a matter for arrangement between the counterparts.

Payment

A cheque is a written order to a Bank given and signed by someone who has money deposited there to pay a certain amount mentioned in the cheque to a person named on it. In the place of the cheque system Banks provide an international system of Bank Transfers. The Seller gives TT or mail remittance terms to a Buyer when he is a trusted customer or agent. It involves risk as the Seller ships goods without any assurance of getting payment.

Here is an example of a draft:

Draft

Like a cheque, a draft is an order to pay. It is made out by an exporter and presented to the importer. It is also called a bill of exchange. A sight draft is a bill which is paid immediately on presentation. A bill to be paid at a later date is called a term draft. There are 30-day, 60-, 90- and 120 day drafts.

<p>Moscow, _____, 200 _____ ON _____ PAY AGAINST THIS BILL OF EXCHANGE TO THE ORDER OF THE ALPHA BANK RUSSIA, MOSCOW, THE SUM OF _____ ONLY FOR VALUE RECEIVED. To. - Promstrojimport</p>
--

A very useful method is to attach the shipping documents (the Bill of Lading, the Insurance Policy and the Invoice) to the Draft and hand them to the Bank for collection. The documents can be handed over to the Buyer either against payment (D.P. — Documents against Payment) or against acceptance of the Draft (D.A.-Documents against Acceptance), D.P. refers to sight drafts. D.A. refers to term drafts.

A sight draft does not require acceptance. A term draft must be necessarily accepted. The drawee writes "Accepted" across it and signs his name.

The draft is then returned to the Seller, who can hold it until maturity.

This method of payment involves risk to the exporter or his bank as it may happen that a draft is not honored when it is due.

The shipper has full protection when drafts are presented against L/C. With a letter of credit, at least when it is confirmed and irrevocable, the payment is guaranteed.

The Bank at the Sellers' end guarantees payment in case the opener of the credit defaults. Besides, the credit cannot be cancelled before the expiry date.

Transport and delivery terms

Multimodal (Door to Door) transport is wide-spread in shipping now. It involves a transfer of goods from one mode of transport to another.

Traditionally, the ship's rail was considered the critical point of responsibility that is when all risks of loss or damage are transferred from one party to the other. Now it is no longer the ship's rail but the port terminal which may be such a point. In sea port areas the goods are put into containers, on pallets or aboard the ship.

The main carrier often prefers to assume through responsibility for the cargo he carries. In a through movement of the goods a combined transport document is issued instead of a traditional Bill

of Lading. Like a traditional Bill of Lading it is a receipt for the consignment. But instead of ports of shipment and discharge it shows the place of delivery and receipt.

Incoterms

The new system of multimodal shipment in international trade is reflected in the International Commercial Terms (Incoterms 1980.).

EX Works

«Ex Works» means that the seller's only responsibility is to make the goods available at his premises (i.e. works or factory). In particular, he is not responsible for loading the goods in the vehicle provided by the buyer, unless otherwise agreed. The buyer bears the full cost and risk involved in bringing the goods from there to the desired destination. This term thus represents the minimum obligation for the seller.

Free Carrier ... (named point).

This term has been designed to meet the requirements of modern transport, particularly such «multimodal» transport as container or «roll on-roll off» traffic by trailers and ferries. It is based on the same main principle as FOB except that the seller fulfils his obligations when he delivers the goods into the custody of the carrier at the named point.

For/Fot

FOR and FOT mean «Free on Rail» and «Free on Truck». These terms are synonymous since the word «Truck» relates to the railway wagons. They should only be used when the goods are to be carried by railway.

Fob Airport

FOB Airport is based on the same main principle as the ordinary FOB term. The seller fulfils his obligations by delivering the goods to the air carrier at the airport of departure. The risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods have been so delivered.

FAS

FAS means «Free Alongside Ship». Under this term the seller's obligations are fulfilled when the goods have been placed alongside the ship on the quay or in lighters. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment.

FOB

FOB means «Free on Board». The goods are placed on board the ship by the seller at a port of shipment named in the sales contract. The risk of loss of or Damage to the goods is transferred from the seller to the buyer when the goods pass the ship's rail.

C & F

C & F means «Cost and Freight». The seller must pay the costs and freight necessary to bring the goods to the named destination, but the risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods pass the ship's rail in the port of shipment.

CIF

GIF means «Cost, Insurance and Freight». This term is basically the same as C & F but with the addition that the seller has to procure marine insurance against the risk of loss of or damage to the goods during the carriage. The seller contracts with the insurer and pays the insurance premium.

Freight Carriage Paid To

Like C & F «Freight or Carriage paid to...» means that the seller pays the freight for the carriage of the goods to the named destination. However, the risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods have been delivered into the custody of the first carrier and not at the ship's rail. It can be used for all modes of transport including multimodal operations and container or roll on-roll off traffic by trailers and ferries. When the Seller has to furnish a bill of lading, waybill or Carrier's receipt, he duly fulfils this obligation by presenting such a document issued by the person with whom he has contracted for carriage to the named destination.

Freight Carriage and Insurance Paid To...

This term is the same as «Freight or Carriage Paid to...» but with the addition that the seller has to procure transport insurance against the risk of loss of or damage to the goods during the carriage. The seller contracts with the insurer and pays the insurance premium.

EX Ship

«EX Ship» means that the seller shall make the goods available to the buyer on board the ship at the destination named in the sales contract.

EX Quay

«EX Quay» means that the seller makes the goods available to the buyer on the quay (wharf) at the destination named in the sales contract.

Delivered at Frontier

«Delivered at Frontier» means that the seller's obligations are fulfilled when the goods have arrived at the frontier — but before «the customs border» of the country named in the sales contract.

Delivered Duty Paid

While the term «Ex Works» signifies the seller's minimum obligation, the term «Delivered Duty Paid» when followed by words naming the buyer's premises, denotes the other extreme — the seller's maximum obligation. The term «Delivered Duty Paid» may be used irrespective of the mode of transport.

Pay your attention to the next information:

«Incoterms» — «Міжнародні правила тлумачення комерційних термінів». Розроблені Міжнародною Торгівельною Палатою, Збірка «Incoterms 1980» містить правила тлумачення 14 базисних умов поставки

EXW — EX works — франко-завод, із заводу

FRC — Free carrier... named point — вільно у перевізника (в поймаєменованому пункті)

FOR/FOT — Free on Rail/Truck — франко-вагон, вільно у вагоні або на платформі

FOA — FOB Airport — вільно в аеропорту

FAS — Free alongside ship — вільно на борту судна

RO/RO Roll on/Roll of — метод транспортування вантажів з горизонтальним вантаженням і вивантаженням

FOB — Free on Board — вільно на борту судна

CFR — C and P — Cost and Freight — КАФ-вартість і фрахт

CIF — Cost, Insurance, Freight — СИФ - вартість страхування, фрахт

Freight/Carriage paid to — фрахт/ провізна платня сплачені до...

Freight/Carriage and Insurance paid to — фрахт/ провізна платня і страхування сплачені до...

Ex Ship — з судна

Ex Quay — з пристані

DAF — Delivered at Frontier — поставлено на кордоні

DDP — Delivered Duty Paid — поставлено з оплатою мита

Packing and marking

Goods for export are to be properly packed. If they are poorly packed and marked the carrier can refuse to accept them, or will make qualifications about the unsatisfactory condition of packing in the bill of lading.

Packing can be external (crate (кліть), bag) and internal (box, packet, flask etc.), in which the goods are sold.

In case of consumer goods packing has a double function. On the one hand, it is for protection. On the other — it serves to advertise a product and attract a customer.

Marking should be in indelible paint with recognizable marks.

Here is an extract from a concerning packing contract:

<p>Contract No.</p> <p>Packing</p> <p>1.The equipment and spare parts are to be shipped in export packing meeting the requirements of each particular type of equipment.</p> <p>2.The packing is to secure full safety of the goods from any kind of damage and corrosion during transportation by sea, railway and combined transport. The packing shall be suitable for loading by crane, by autocars, by trucks and manually in so far as the weight and volume of individual packages allow.</p> <p>Before packing, the equipment is to be protected with anticorrosive coating to protect it from any damage and corrosion in transit and to ensure storage during hot summer and cold winter.</p> <p>3.The Sellers shall be responsible for any damage to or breakage of the goods that may be caused by poor packing or for corrosion which may appear due to improper or insufficient coating.</p>

Here is an extract from a contract concerning marking:

<p>Contract No.</p> <p>Marking</p> <p>1.The cases in which the equipment is packed are to be marked on three sides: on the top of the case and two non-opposite sides.</p> <p>2.The marking shall be clearly made with indelible paint in English and Russian as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Contract No.</td> <td style="width: 50%;">Контракт №</td> </tr> <tr> <td>Trans No.</td> <td>Транс №</td> </tr> <tr> <td>Package No.</td> <td>Место №</td> </tr> <tr> <td>Net/Gross weight in kg</td> <td>Вес нетто/брутто в кг</td> </tr> <tr> <td>Case dimensions in cm (length, width, height)</td> <td>Размеры места в см (длина, ширина, высота)</td> </tr> </table> <p>3.All cases which need special handling must have an additional marking as well as other indications if specific handling of a particular case is required:</p> <table style="width: 100%; border: none;"> <tr> <td>«Handle with care»</td> <td>«Осторожно»</td> </tr> <tr> <td>«Top»</td> <td>«Верх»</td> </tr> <tr> <td>«Do not turn over»</td> <td>«Не кантовать»</td> </tr> <tr> <td>«Do not use hooks»</td> <td>«Не использовать крюки»</td> </tr> </table>	Contract No.	Контракт №	Trans No.	Транс №	Package No.	Место №	Net/Gross weight in kg	Вес нетто/брутто в кг	Case dimensions in cm (length, width, height)	Размеры места в см (длина, ширина, высота)	«Handle with care»	«Осторожно»	«Top»	«Верх»	«Do not turn over»	«Не кантовать»	«Do not use hooks»	«Не использовать крюки»
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«Do not turn over»	«Не кантовать»																	
«Do not use hooks»	«Не использовать крюки»																	

Insurance of goods

The export trade is subject to many risks. Ships may sink or collide; consignments may be lost or damaged. So, the goods are usually insured now for the full value. The idea of insurance is to obtain indemnity in case of damage or loss. Insurance is against risk.

While the goods are in a warehouse, the insurance covers the risk of fire, burglary, etc.

As soon as the goods are in transit they are insured against pilferage, damage by water, breakage or leakage. Other risks may also be covered.

The insured is better protected if his goods are insured against all risks. The goods may be also covered against general and particular average.

In the insurance business the word average means loss. Particular average refers to risks affecting only one shipper's consignment.

General average refers to a loss incurred by one consignor but shared by all the other consignors who use the same vessel on the same voyage.

Claims and sanctions

A contract defines rights and obligations of the parties involved.

In case of breach of Contract, the sufferer makes a claim on the party which fails to meet its contract obligations. It is more often the case that it is the Buyer who makes a claim on the Seller.

Most often the Buyer makes quality and quantity claims on the Seller. The cause for complaint may be poor quality, breakage, damage, short weight, leakage etc...

What is the claim procedure?

The Buyer must write a statement of claim and mail it to the seller together with the supporting documents. Bill of Lading, Airway and Railway Bill, Survey Report, Quality Certificate may serve as documentary evidence. If necessary, drawings, photos, samples are enclosed as proofs of claims. The date of a complaint is the date on which it is mailed. Claims can be lodged during a certain period of time, which is usually fixed in a Contract.

During the claim period the Seller is to enquire into the case and communicate his reply. He either meets the claim or declines it.

The Seller declines liabilities if the B/L is «clean», that is the shipping company hasn't made any remarks about the quantity or condition of the cargo shipped.

The Seller has also a full right to decline a claim if the goods are disorderly stored, mishandled or misused by the Buyer.

If a claim has a legitimate ground behind it the parties, try to settle it amicably.

What are the ways of settling a claim?

In case of short-weight it is recompensed by a load sent separately or at the time of follow-up shipments. In case of damage or faults, the goods at the Buyer's option can be repaired or replaced, all at the Seller's expense.

Sometimes if deviation in quality is within certain limits the goods can be retained but with an allowance proportional to the discrepancy in quality. This is usually the case with raw materials, foodstuffs or any other goods sent in bulk.

If the goods are missing the Seller must necessarily locate them. Sometimes it is quite a problem as consignments may be lost when transshipped at some intermediate port or if sent at a wrong address. If the goods are not recovered compensation must be paid by the party directly responsible for it.

What is the sanction against the Seller?

The Seller is penalized if he fails to deliver the goods by the date due. The rate of penalty is fixed in the Penalty Clause or in the Clause of Agreed and Liquidated Damages.

If the delay is longer than 2 months, the Buyer has the option of canceling the Contract altogether but the Seller is to compensate for the loss incurred.

What may be the grounds for complaint coming from the Seller and what are the ways of settlement?

The Seller in his turn is entitled to make a claim on his counterpart if the Buyer fails to meet his contractual obligations.

The Seller may inflict penalties on the Buyer if there is a default in payment.

In an f.o.b. transaction the Seller is entitled to compensation for extra storage expenses if the Buyer's vessel bound to pick up the goods fails to call at the port in time.

In a c.i.f. transaction the Seller may claim the demurrage if his own vessel stays idle at the port waiting unloading.

The demurrage claims may emerge from the Buyer as well if a Contract is signed on f.o.b. terms of delivery. If it is a c.i.f. contract, the Buyer is liable to extra storage expenses when through the Seller's fault he cannot clear the goods from the customs within the allowable period.

Financially, legitimate claims are in large part settled by debit or credit notes.

Invoice.

In the context of international trade, the invoice provides information about goods exchanged between the exporter and the importer. It is prepared by the exporter and includes a description of the goods, their price and the quantity supplied. It can act as proof of purchase, informing the buyer that the goods have been sent.

The invoice also informs the customer that the service requested can be available after payment.

Read and translate the sample of the invoice.



NETWORK SOLUTIONS' A VeriSign® Company PO BOX 1656 • Herndon • VA • 20172-1656 Web Address Registration.

Send Payments To:
 Network Solutions, Inc.
 PO Box 17305
 Baltimore, MD 21297-0525

SUBJECT: Web Address Registration.
 To The Account Of:
 Peter Kovalenko
 RUSTRADE
 av. Teatralny 40/13
 Rostov, 344019
 Russian Federation

Invoice Date: 21-Aug-01
Tax ID: 52-1146119

<i>Invoice Number:</i> 25198745	<i>Web Address:</i> RUSTRADE.COM	
<i>Due Date:</i> 18-AUG-2000	<i>Period Covered;</i> 14-JTJL-2000 — 14-JUL-2002	<i>Amount Due:</i> \$70.00 US Dollars
<i>To Pay By Credit Card or Confirm Payment:</i>	Thank you for registering the Web address shown above. Timely receipt of payment will ensure registration services for the period noted above. By this payment, Registrant agrees to the terms and conditions of the current Service Agreement. This payment is nonrefundable.	
<i>Invoice Number:</i> 25198745	<i>Web Address:</i> RUSTRADE.COM	
<i>Due Date:</i> 18-AUG-2000	<i>Period Covered:</i> 14-JUL-2000 — 14-JUL-2002	<i>Amount Due:</i> \$70,00 US Dollars
<i>To Pay By Credit Card or Confirm Payment:</i>	We accept all major credit cards 24 hours per day, seven days a week. Go to www.net-worksolutions.com Call 1-888-771.3000 toll-free from the United States, or use Network Solutions Secure On-Line Payment System in Canada, Puerto Rico and the U.S. Virgin Islands. Outside of these areas, call 1-402-496-9798.	
<i>To Pay By Check:</i>	Make check payable to Network Solutions, Inc. in US Dollars, drawn on US bank and return the check and payment stub in the enclosed remittance envelope. To pay using the funds in your debit account send e-mail to the Web address, invoice number, and 16-digit Account Number.	
For billing inquiries, write us http://www.networksolutions.com /help/contactus.html . or call 1-600-779-1710 from the United States and Canada. Outside of these areas, call 1-703-742-4777 Monday through Friday from 7:00 am to 9:00 pm Eastern Time. Registering a Web address through Network Solutions, Inc. will get your business automatically listed in the dot com directory™ the quick way to find a business on the Internet. Visit the dot com directory at www.dotcomdirectory.com . Retain this portion for your records.		

After talks in Brighton Victor Klimenko has signed the contract between Continental Equipment and TST Systems for the supply of process equipment. Here are some clauses of this contract.

Match the clauses of the of the contract with their corresponding translations.
Brighton, England

April 10, 1997

Continental Equipment Plc, Brighton, England, hereinafter referred to as "the Seller", on the one part, and TST Systems Ltd., Kiev, Ukraine, hereinafter referred to as "the Buyer", on the other part, have concluded the present Contract as follows:

1. Subject of the Contract

1.1. The Seller has sold and the Buyer has bought the machinery, equipment, materials, and services ("Equipment") as listed in Appendix 1 being an integral part of this Contract.

2. Prices and Total Value of the Contract

2.1. The Total Contract Value is as following:

Equipment and engineering FOB U.K. port + documentation	£ _____
Supervision, start-up and training	£ _____
Spare and wear parts	£ _____
Freight	£ _____
Total price GIF Odessa	£ _____
Discount	£ _____
Total Contract Value	£ _____

2.2. The prices are understood to be CIF

Odessa including cost of packing, marking, loading on board a ship, stowing and fastening the equipment in the hold, and the cost of the materials used for this purpose.

2.3. The prices are firm for the duration of the Contract and shall not be subject to any revision except on account of any mutual agreed changes or modifications to equipment specification and/or quantities listed in Appendix 1 to this Contract.

3. Time of Delivery

3.1. The equipment specified in Appendix 1 of the present Contract is to be delivered within two (2) months from the date of opening the Letter of Credit specified in Clause 4.1 of this Contract.

3.2. The delivery date is understood to be the date of the clean Bill of Lading issued in the name of the Buyer, destination Odessa port of Ukraine.

4. Terms of Payment

4.1. Within thirty (30) days from the date of signing this Contract, the Buyer is to open in favour of the Seller an irrevocable confirmed Letter of Credit with City Bank, London, for hundred per cent (100%) of the total contract value. The Letter of Credit is to be valid for three (3) months.

4.2. Payment from this Letter of Credit at the rate of hundred per cent (100%) of the total contract value is to be effected in GB pounds against the following shipping documents:

4.2.1. Original Bill of Lading issued in the name of the Buyer, destination Odessa Port of Ukraine.

4.2.2. Shipping Specification.

4.2.3. Certificate of Quality.

4.2.4. Certificate of Origin.

4.2.5.Packing List.

4.2.6.Insurance Policy.

5. Technical Documentation

5.1. Within five (5) days from the delivery date the Seller shall send two (2) sets of the technical documents as listed in Appendix 2 to the address of the Buyer.

5.2. All instructions on the drawings are to be in English, with all the instructions contained in Items 1,2,3, and 4 of Appendix 2 translated into Russian.

6. Guarantee of the Quality of the Equipment

6.1. The guarantee period is twelve (12) months from the date of the start-up of the equipment, that is reflected in an appropriate Act signed by the representatives of the Parties to the present Contract, but not more than eighteen (18) months from the date of delivery of the equipment.

6.2. If the equipment proves to be defective or faulty during the guarantee period, the Seller has at its expense at the choice of both Parties either to remedy the defects or to replace the faulty equipment with the new equipment of good quality which is to be delivered without delay to the port of delivery.

7. Packing

7.1. The equipment is to be shipped in export sea packing suitable for the type of equipment delivered. Packing should also be suitable for transshipment in transit and reasonable long storage of the equipment.

7.2. Each container is not to exceed the following dimensions: length = 2,500 mm, width = 2,500 mm, height = 2,500 mm.

7.3. The Seller is responsible to the Buyer for any damage to the equipment resulting from inadequate packing of the equipment.

8. Marking

8.1. All the containers are to be marked on the three (3) sides. Each container should bear the following markings made in indelible paint (in Russian and English):

Contract No.

Seller: Continental Equipment Plc (Address)

Buyer: TST Systems Ltd. (Address)

Railway Station of Destination: Kiev

Container No.:

Gross weight: ___ kg

Net weight: ___ kg

Case dimensions in cm (length x width x height)

8.2. If a case requires special handling it should bear additional marks: "Fragile", "Top" or "This side up", etc.

9. Shipping Instructions and Notifications

9.1. Within twenty-four (24) hours after shipment, the Seller is to inform the Buyer by fax regarding the date of shipment, the Bill of Lading number, number of containers, their weight, the vessel name.

10. Insurance

10.1. The Seller is to take care of and cover expenses for insurance of the equipment under the

Contract from the moment of its dispatch up to the moment of its arrival at the port of Odessa.

11.Sanctions

11.1.In the event of delay in delivery of the equipment the Seller is to pay the Buyer a penalty at the rate of 1,0% of the total contract value for every week of delay. However, the total amount of penalty for delay in delivery is not to exceed 10% of the total contract value.

11.2.While calculating penalty for delay, the amount of days comprising over half of a calendar week is considered to be a full week.

12.Force Majeure

12.1.The Parties are released from their responsibility for partial or complete non-execution of their liabilities under the Contract should this non-execution be caused by the force majeure circumstances including, but not limited to: fire, flood, earthquake, and if these circumstances have had a direct damaging effect on the execution of the present Contract.

12.2. The Party which is unable to fulfill its obligations under this Contract is to inform the other Party within ten (10) days from the beginning of force majeure circumstances.

13.Arbitration

13.1.The Seller and the Buyer will take all possible measures to settle amicably any disputes or differences which may arise out of the present Contract or in connection with it.

13.2.If the Parties do not come to an agreement, all the disputes and differences are to be submitted for Arbitration in Stockholm Sweden, in accordance with the rules and regulations of the Chamber of Commerce in Stockholm and applying the substantive laws of Sweden.

14.Other Terms

14.1.The Seller upon written consent of the Buyer shall be permitted to substitute equipment of comparable quality and conforming to the technical requirements for any item of equipment that may not be available for one reason or another.

14.2.Any changes, amendments or supplements to the terms and conditions of this Contract shall be valid only if set forth in a written document duly signed by authorized representatives of both Parties to the present Contract.

14.3.After the Contract has been signed all the preliminary agreements, discussions and correspondence between the Parties concerning this Contract are to be considered null and void if conflicting with this Contract.

14.4.The Contract becomes effective and comes into full force from the date of signing.

15.Legal Addresses of the Parties

SELLER (ПРОДАВЕЦЬ):
Continental Equipment Plc
9 North Road
Brighton BN1 5JF
England

Якщо устаткування вийде з ладу протягом гарантійного терміну, Продавець повинен за свій рахунок і по розсуду обох сторін або усунути виниклі дефекти, або замінити що вийшло з ладу устаткування на нове устаткування відповідної якості, яка повинна бути без затримки доставлений в порт призначення.

Предмет контракту Продавець продав, а Покупець купив машини, устаткування, матеріали і послуги («Устаткування»), перераховані в Додатку 1, який є невід'ємною частиною цього Контракту.

Датою поставки обладнання вважається дата видачі чистого коносаменту з вказівкою імені Покупця і кінцевого порту призначення - Одеса, Україна.

Гарантія якості устаткування Гарантійний термін складає дванадцять (12) місяців з моменту пуску устаткування, що фіксується у відповідному Акті, підписаному уповноваженими представниками сторін, що укладають цей Контракт, але не більше вісімнадцяти (18) місяців з дати поставки устаткування.

Кожний контейнер за розмірами не повинен перевищувати наступних габаритів: довжина — 2 500 мм, ширина — 2 500 мм, висота — 2 500 мм

Технічна документація Протягом п'яти (5) днів з моменту поставки Продавець повинен вислати на адресу Покупця два (2) комплекти технічних документів, перерахованих в Додатку 2.

Умови оплати Протягом тридцяти (30) днів з моменту підписання даного Контракту Покупець повинен відкрити в City Bank (Лондон) на ім'я Продавця безвідзвний підтверджений акредитив на сто відсотків (100%) від загальної суми контракту. Акредитив дійсний протягом трьох (3) місяців.

Термін поставки Устаткування, перерахованого в додатку 1 до цього Контракту, повинне бути поставлено протягом двох (2) місяців з моменту відкриття акредитиву, вказаного в п. 4.1 даного Контракту.

Компанія Continental Equipment Plc, Брайтон. Англія, надалі іменована «Продавець», з одного боку, і компанія ТСТ Системз Лтд., Київ, Україна, надалі іменована «Покупець», з другого боку, уклали цей контракт про нижченаведене:

Ціни вважаються на умовах CIF Одеса, включаючи вартість упаковки, маркіровки, вантаження на борт корабля, укладання і кріплення в трюмі, а також вартість матеріалів, що використовуються для цієї мети.

Продавець несе перед Покупцем відповідальність за будь-які пошкодження устаткування через його неправильну упаковку.

Контракт стає дійсним і входить в повну силу з дати його підписання.

Платіж по даному акредитиву у розмірі ста відсотків (100%) від загальної суми контракту проводиться в англійських фунтах проти надання наступних відвантажувальних документів

- Оригіналу коносаменту, виписаного на ім'я Покупця, з вказівкою кінцево-го порту призначення — Одеса (Україна).
- Відвантажувальної специфікації.
- Сертифікату якості.
- Сертифікату походження товару.
- Пакувального листа.
- Поліса страховки.

Ціни і загальна сума Контракту
Загальна сума Контракту складає:
Устаткування і техніка на умовах FOB
(порт Великобританії) + документація £ _____
Супровід, пуск і підготовка персоналу £ _____
Запасні і спрацьовані деталі £ _____
Фрахт судна £ _____
Загальна сума на умовах CIF Одеса £ _____
Уступка £ _____
Загальна сума Контракту £ _____

Упаковка
Устаткування поставляється в морській експортній упаковці, призначеній _____ для транспортування устаткування даного типу. Упаковка повинна також годитися для транзитних перевезень і для зберігання устаткування протягом розумного терміну.

Ціни залишаються незмінними протягом всього терміну дії контракту і можуть бути переглянуті тільки у разі взаємно згоджених змін в специфікації на устаткування або його модифікації, а також зміни кількості його складових частин, вказаної в Додатку 1 до цього Контракту.

Всі пояснення на кресленнях повинні бути на англійській мові. Повинні бути також надані переклади на російську мову всіх пояснень на кресленнях, що входять в п. п. 1, 2, 3 і 4 Додатку 2.

Форс-мажор
Сторони звільняються від відповідальності за повне або часткове невиконання своїх зобов'язань по цьому Контракту, якщо таке невиконання було викликано форс-мажорними обставинами, які включають, але не обмежуються такими причинами, як пожежа, повінь, землетрус, і якщо дані обставини зробили безпосередній вплив на можливість виконання цих зобов'язань.

Якщо сторони не можуть прийти до угоди, суперечки і розбіжності представляються на розгляд арбітражного суду в Стокгольмі (Швеція) відповідно до правил і положень Торгової Палати Стокгольма і із застосуванням відповідних законів Швеції.

Маркіровка
Всі контейнери маркіруються з трьох (3) сторін. На кожному контейнері повинні бути нанесені незмивною фарбою наступні написи (на російській і англійській мовах):

Контракт № _____
Продавець: Continental Equipment Plc (Адреса) _____
Покупець: TST Systems Ltd (Адреса) _____
Ж/д станція призначення: Київ _____
Контейнер №: _____
Вага брутто: _____ кг
Вага нетто: _____ кг
Розміри контейнера в см (довжина X ширина X висота) _____

Після підписання Контракту всі попередні угоди, домовленості і листування між сторонами, що уклали цей контракт, стають недійсними, якщо вони входять в суперечність з положеннями даного Контракту.

Санкції
У разі затримки в поставці устаткування Продавець повинен виплатити Покупцю пеню у розмірі 1 % від загальної суми Контракту за кожний тиждень затримки в поставці. При цьому, загальна сума пені за затримку в поставці устаткування не повинна перевищувати 10 % від загальної суми Контракту.

Якщо контейнер вимагає спеціального обігу, то на ньому повинна бути нанесена додаткова маркіровка: «Крихкий», «Верх» або «Тут верх» і т.п.

Інструкції і повідомлення про відвантаження
Протягом двадцяти чотирьох (24) годин після відвантаження устаткування Продавець повинен повідомити Покупцю факсом дату відвантаження, номер коносаменту, кількість контейнерів, їх вагу, назва судна.

При розрахунку пені за затримку в поставці устаткування кількість днів, що перевищує половину календарного тижня, вважається як повний тиждень затримки.

Страховання
Продавець проводить страхування устаткування, що поставляється відповідно до цього Контракту, і покриває всі пов'язані з цим витрати з моменту відвантаження устаткування і до моменту прибуття його в порт Одеси.

Сторона, яка не може виконати своїх зобов'язань по цьому Контракту, повинна протягом десяти (10) днів після початку дії форс-мажорних обставин проінформувати іншу сторону про їх наявність.

Будь-які зміни, поправки і доповнення умов цього Контракту вважаються дійсними тільки в тому випадку, якщо вони зроблені письмово і належним чином підписані уповноваженими представниками сторін.

Інші умови

За наявності письмової згоди Покупця Продавець може провести заміну тих або інших частин устаткування, яких із тієї або іншої причини немає в наявності, на задовольняюче технічним вимогам устаткування заставної якості.

Арбітраж

Покупець і Продавець вживають всіх можливих заходів для врегулювання суперечок і розбіжностей, які можуть виникнути при виконанні цього Контракту або із зв'язку з його виконанням.

Юридичні адреси сторін ПОКУПЕЦЬ (BUYER):

TST Systems Ltd.

P.O.Box 171

Kiev 253100

Ukraine

від імені і за дорученням

Покупця

(for and on behalf Buyer)

Віктор Кліменко

Комерційний директор

(Commercial Director)

4. Write a contract. Imagine that you are interested in delivery of Butislaus coal, 10 tones, 60\$ per a tone.



Методичне забезпечення
Столярська Олена Вікторівна
Черник Олена Олегівна

АНГЛІЙСЬКЕ ДОКУМЕНТУВАННЯ: МОВА ТА СТИЛЬ
МЕТОДИЧНІ РЕКОМЕНДАЦІЇ ДО ПРАКТИЧНИХ ЗАНЯТЬ
для студентів спеціальності 035 Філологія

Електронний ресурс

За редакцією укладачів