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НАЧАЛЬНЫЙ КУРС КОММЕРЧЕСКОГО ПЕРЕВОДА

АНГЛИЙСКИЙ ЯЗЫК

Под общей редакцией доктора филологических наук, профессора М.П.Ивашкина

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Курс представляет собой первую часть единого учебно-методического комплекса, в который входит также «Учебник коммерческого перевода. Английский язык» (авторы: С. А. Семко, В. В. Сдобников, С. Н. Чекунова).

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Содержание

Unit 1. Make-up of a Business Letter
Оформление делового письма
Unit 2. Simple Commercial Letters
Простые коммерческие письма18
Unit 3. Enquiries
Запросы
Unit 4. Offers
Коммерческие предложения
Unit 5. Orders
Заказы
Unit 6. Claims
Претензии и рекламации
Unit 7. Contract
Контракт 79
Unit 8. Ocean Marine Insurance
Документы по морскому страхованию112
Unit 9. Methods of Payment
Формы платежа
Unit 10. Joint Venture Documents
Документы совместного предприятия143
Unit 11. Federal law on joint-stock companies
Федеральный закон об Акционерных обществах 157

Appendix 1. Additional Texts for Translation164
Appendix 2. Extract from "International Rules for Interpretation of Trade Terms"
Appendix 3. Abbreviations.
(1) Geographic Names179
(2) International and National Organizations
and Agencies181
(3) Academic Degrees187
(4) Abbreviations Used in Commercial Documents188
Список рекомендуемых словарей и пособий 199

Unit 1 MAKE-UP OF A BUSINESS LETTER

Lesson 1

A neatly arranged letter will certainly make a better impression on the reader.

The layout of business and private letters are more or less common in all countries.

There are eight parts in a letter:

- 1. the letterhead:
- 2. the return address;
- 3. the date:
- 4. the inside address (i.e., the recipient's name and address);
- 5. the opening salutation;
- 6. the body of the letter;
- 7. the closing salutation;
- 8. the signature.

LAYOUT OF A LETTER

Letterhead	
	Sender's address
Date	
Inside address	
Opening salutation	
Body of the lett	er
	Closing salutation
	Signature
Enclosure	

American office workers prefer to arrange the elements of a letter in so called FULL BLOCK STYLE. Here is an example:

Sender's address:

[Company Name]

[Street Address]

[City, State/Province Zip/Postal Code]

Date: March 16, 2020

Inside address:

[Recipient Name]

[Address]

[City, State/Province Zip/Postal Code]

Opening salutation:

Dear [Recipient]:

Body of the letter:

[Type the body of your letter here]

Closing salutation:

Sincerely,

Signature:

[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

1. Letterhead

Letterhead refers both to the high-grade paper used for business letters and to the company insignia, trade name or product name printed at the top of each sheet. The printed information also includes the company name, address and the telephone number. More detailed letterheads may list the name and title of an executive officer, the name of a department, or the company's cable address.

2. Sender's (return) address

When business letters are written on plain paper, the writer's address must be typed in place of the printed letterhead. The return address includes the writer's street address, city, state, and ZIP code. This information is typed immediately above the date of the letter in block style, single space:

371 Woodbine Boulevard Spokane, Washington 99212

October 10, 1997

3. Date

The date is placed under the heading of the sender's address, usually one of two spaces.

In Great Britain and in many countries the date at the head of the letter may be written in the following way:

12th March, 1997 or March 12th, 1997 or 12 March, 1997

In the USA the date is written so:

March 12, 1997

This style of writing the date is becoming adopted in Great Britain and other countries.

4. Inside address

The complete name and address of the intended recipient is called the INSIDE ADDRESS. It is typed at the left margin.

A complete inside address written to individuals includes either of the following:

name of individualMr. James C. Garventitle or departmentVice Presidentname of companyFairchild Business Productsstreet address82303 Kensington Roadcity, state, ZIP codeTacoma, WA 98412

An appropriate title, such as Dr., Miss, Mr., Mrs. or Ms. should precede the names of individuals. Ms. should be used when the marital status of a woman is not known or when she indicates that she prefers it, as by signing a letter Ms. Jane Thomas. Mr. should be used when the addressee's name could be that of a man or woman.

A complete inside address for letters written to companies includes either of the following:

name of company
 department name
 street address
 city, state, ZIP code
 International Biscuits Corp.
 Advertising Department
 201 North Main Street
 Baton Rouge, LA 70807

A full recipient's address on the letter and envelope should consist of not more than six lines.

5. Opening salutation

The salutation, or greeting, is typed at the left margin a double space below the inside address or attention line. Usually, a colon follows the salutation (if written in the USA).

Mrs. Janet K. LaCroix 1427 North Broadway Lincoln, NE 68529 Dear Mrs. LaCroix: The following salutations meet the majority of letterwriting needs:

Gentlemen To a company or group of peo-

Sirs ple

Dear Madam To an individual: impersonal

Dear Sir business form

Dear Miss ... To an individual: preferred

Dear Mr. ... business form

Dear Mrs. ...
Dear Ms. ...

Dear Mr. and Mrs. ... To a husband and wife

Dear Chadwick To an individual: informal busi-

Dear Virginia ness and social form

Dear Mr. Jackson and Mr. Ruiz To two men with different

r names

Dear Messrs, Jackson and Ruiz

Dear Messrs. Freeman To two or more men with the

same surname

Dear Professor Clark To two persons with different

and Professor Casey names

The salutation GENTLEMEN is used when a letter is addressed to a company with an attention line to an individual or department. If GENTLEMEN seems awkward or inappropriate because the letter is addressed to the attention of a woman, it is best to eliminate the attention line and address the letter to the woman, rather than the company.

6. Closing salutation

The complimentary, or formal, closing of a letter is typed double space below the last line of the body. Depending on a style it may be typed either at the left margin or beginning at the center of the page.

The following closings are customarily used in business correspondence:

Cordially Yours sincerely
Cordially yours Faithfully
Respectfully Faithfully yours
Respectfully yours Truly yours
Sincerely Yours truly
Sincerely yours Very truly yours

Very sincerely yours

7. Signature

Sufficient space should be left after the complimentary closing or typed company name to allow for the writer's signature. Three or four blank lines is usually ample space, but more space can be left if the writer has a large handwriting.

SUPPLEMENTS IN OFFICIAL AND BUSINESS LETTERS

1. Attention line

An attention line is used when a letter is addressed to a company but directed to a specific individual or department for processing. The attention line, part of the inside address, is typed at the left margin a double space below the inside address and a double space before the salutation. If typed in capital ot lowcase letters, the word "Attention" is followed by a colon; if it is typed all in capitals, no colon is used:

Consolidated Chemical Corporation

24605 Bundy Drive West Suite 1401 Albuquerque, NM 87101

Attention: Mrs. Sara Hawkins

But: Pacific Southwest Radio Corp.

5107 Avenue of the Stars Los Angeles, CA 90067

ATTENTION Accounting Department

2. Subject line

The subject line refers to the topic of the letter and is considered part of the body. It is typed a double space below the salutation and a double space before the body. Depending on the style it may be centered on the page or typed at the left margin. Including an account number or case title the subject line helps the reader focus on the main subject. SUBJECT or Re (Regarding) may be typed before the subject and followed by a colon:

Dear Mrs. LaCroix:

SUBJECT: Account No 14701-K

Dear Mrs. LaCroix:

Re: Account No 14701-K

SUBJECT or Re are not essential in the subject line, however, since the placement of information below the salutation indicates that it is a subject:

Dear Mrs. LaCroix:

Account No 14701-K

Another example:

Dear Sirs:

Re: Letter of Credit No 12/1416

We have received your telegram...

Уважаемые господа!

Кас. аккредитива № 12/1416

Мы получили Вашу телеграмму...

3. Reference initials

The typist's reference, the initials of the writer and of the typist, is typed on the same line with the signature or double space below the signature and is used to enable tracing earlier correspondence on a certain subject. First the initials of the writer are typed, then those of the typist:

EAN/AB	or	EAN:AB
EAN/ab	or	EAN:ab
ean/ab	or	ean:ab

4. Enclosure notation

When documents or other papers are to be enclosed with or attached to correspondence, an enclosure notation should be typed a single or double space below the reference initials at the left margin.

Single enclosure: Multiple enclosure:

Enc. Encs.
Encl. Encls.
Enclosure Enclosures

Enclosures may be itemized for the reader's convenience, also, when there is more than one enclosure, the number may be indicated:

Enclosure: Release Form Contract

Enclosures: 2 or Enclosures (2)

5. Copy notation

When an extra copy of correspondence is prepared — either a carbon copy or by photocopying — and distributed to another person, this fact should be noted on all copies for the addressee's information, when appropriate. The copy notation is typed at the left margin a double space below the last reference line:

cc: William McDaniels CC: William McDaniels Copy to William McDaniels

The complete name and address of the copy recipient may also be indicated on the letter, if appropriate:

cc: William McDaniels Rutherford and Jones 17 Robbins Building New Haven, CT 06518

Copy to Bob Sarkisian Controller's Dept.

When several copies of one letter are to be made and distributed, all names should be indicated in the notation:

cc: John Fitzhugh

William Hartford Elena C. Castagna

6. Envelope

The envelope address ensures that the carefully written message will be received by the addressee. The use of optical character readers (OCRs) by the US Postal Service to scan addresses for delivery has encouraged more efficient mail distribution.

Most companies have their return addresses preprinted an all company envelopes to match the design of the letterhead stationary.

If plain envelopes are used, the complete return address should be typed in the upper left corner of the envelope, approximately two lines from the top edge and two or three spaces from the left edge.

Postal notations such as AIRMAIL, SPECIAL DELIVERY, CERTIFIED MAIL, REGISTERED MAIL and RETURN RECEIPT REQUESTED are typed in solid capital letters in the upper right corner of the envelope below the postage stamp.

Exercise: Lay out the letter elements in accordance with the rules:

Sender's address	Inside address	Supplement	Date
The Royal Society,	Russian Academy	Attention:	June 3,
Berlington House,	of Sciences,	Mr. R. Belov	19
London, W 1,	14, Leningradsky		
England	Prospect, Moscow		
Prof. S.P. Spirin,	Mr. M.A.Joyce,	Subject:	May 10,
3. ap. 36 Lomono-	Professor,	Diffraction	19
sov Ave.,	Cornell University,	Wave	
Moscow, 117119,	Ithaca, N.Y., USA		
Russia			
Miss Doris Smith,	Dr. S.P.Pavlova,	Re: Sympo-	March

1105 Lame Ave.,	Pulkovo Observa-	sium on	12, 19
New York 25,	tory,	"The Moon"	
N.Y., USA	Saint-Petersburg		

Lesson 2

BODY OF A LETTER

The body of the letter which contains the message is typed single spaced with double spacing between paragraphs. One-paragraph letters may be typed double spaced.

The body of a business letter may include the following elements:

1. Acknowledgement of the receipt of a letter

- 1. We have received your letter of May 15...
- 2. We thank you for your letter dated...
- 3. In reply to your letter of...
- 4. We are obliged for your letter of...
- 5. We acknowledge (the) receipt of your letter of...
- 6. We acknowledge your letter of...
- 7. We are in receipt of your letter of...
- 8. This is to acknowledge with thanks receipt of your letter of...
- 9. I wish to acknowledge with many thanks the receipt of your letter of...
 - 10. Receipt is acknowledged of your letter of...

2. References to dates

- 1. We refer to your letter of May 15... Мы ссылаемся на Ваше письмо от 15 мая...
- 2. Your letter of 20 ult... Ваше письмо от 20 числа прошлого месяца...
- 3. Your telegram dated 25th inst...

Ваша телеграмма, датированная 25 числом текущего месяца...

4. The vessel will arrive on the 2nd prox. Судно прибудет 2 числа следующего месяца.

5. of today's date от сегодняшнего числа 6. of yesterday's date от вчерашнего числа

7. of the same date от того же числа

3. Requesting the answer

- 1. We should appreciate a prompt reply.
- 2. We should appreciate to receive your prompt reply at your early convenience.
 - 3. A prompt reply would be appreciated.
 - 4. Will you kindly let us have an early reply.
 - 5. Will you kindly reply to this letter.
 - 6. In anticipation of your early reply, I remain...

4. Expressing gratitude for a letter

- 1. I very much appreciate having a reply from you.
- 2. I appreciate your prompt reply.
- 3. Thank you for your prompt reply of...
- 4. It was a great pleasure to receive your reply.

5. Expressing gratitude for materials

- 1. Thank you for sending me...
- 2. It is so kind of you to send me...
- 3. I am grateful to you for sending me...
- 4. I am much obliged to you for sending me...

6. Expressions used on sending materials

- 1. I am sending you herewith (herein)...
- 2. I am sending you under separate cover...
- 3. I enclose herewith (herein)...
- 4. You will find enclosed...

- 5. Please find enclosed...
- 6. Attached to this letter you will find...

7. Apologies for a late reply

- 1. I am very sorry to have taken so long in replying to you.
- 2. Please excuse me for my late reply.
- 3. Please forgive me for not replying sooner to your kind letter of...
- 4. I apologize for my delay in replying to your letter.

8. Endings

- 1. With best wishes (regards).
- 2. With kind (kindest) regards.
- 3. With best wishes and regards.
- 4. I extend my best wishes to you.
- 5. With compliments.
- 6. Meanwhile I wish to remain...
- 7. Thank you once again for...
- 8. I hope to hear from you soon and remain with kindest personal regards.
 - 9. I trust to hear from you soon.
 - 10. We look forward to hearing from you.
 - 11. We look forward to welcoming you in this country.
 - 12. I look forward to the pleasure of seeing you.

Exercise

Exercise: Give the English for

подтверждение получения письма; в ответ на Ваше письмо от...; подтверждаем получение Вашего письма от...; с нетерпением ожидаем Вашего ответа; благодарим за быстрый ответ на наше письмо от...; благодарим Вас за присланные материалы; к письму прилагаем; посылать отдельным пакетом; с наилучшими пожеланиями.

Unit 2 SIMPLE COMMERCIAL LETTERS

Lesson 1

Exercises

Exercise 1. Translate into Russian:

- 1) In reply to your letter dated March 10, I wish to inform you that our Council is willing to discuss your proposal.
- 2) Thank you for the letter of December 19 and for the materials you enclosed with it.
- 3) On behalf of our Institute I wish to acknowledge with sincere thanks the receipt of your letter of May 12.
- 4) We are in possession of your letter of June 1 and of the telegram of the same date and beg to advise you that s.s. "Manchester" left London for Saint-Petersburg on the 31st ult.

5)

Moscow, August 16

Dear Sirs:

M.V. "Neva"

We acknowledge with thanks receipt of your telegram of today's date informing us of the sailing of the m.v. "Neva".

Yours faithfully

6)

Moscow, December 10, 19...

Dear Sirs:

We are obliged for your letter of December 5. We are contacting the plant producing Moskvich cars on the question raised by you and will write to you immediately upon receipt of their reply.

Yours faithfully

7)

Moscow, May 5

Messrs. Smith and Brown Ltd. 12 High Street, London, E.C. 2, England

Dear Sirs:

We have received your letter of May 4 sent by airmail and thank you for the information you sent to us.

Yours sincerely

Exercise 2. Translate into English:

- 1) Мы получили Ваше письмо, датированное 28 февраля.
- 2) Подтверждаем получение Вашего письма от 15 мая, за которое мы Вас благодарим.
- 3) Подтверждаем с благодарностью получение Вашего письма от 20 января, посланного Вами в ответ на наше письмо, датированное 15 января.
- 4) В ответ на Ваше письмо от 26 сентября, посланное авиапочтой, мы рады сообщить Вам, что теплоход "Нева" вышел в море из Санкт-Петербурга 27 сентября и прибудет в Лондон 5 октября.
- С настоящим письмом посылаем Вам доклад профессора
 Е. Е. Маслова для публикации в сборнике докладов симпозиума.
- 6) Подтверждаем с благодарностью получение Вашего письма от 15 ноября с.г. с приложенной к нему копией проекта.

- 7) Благодарю Вас за письмо от 10 июня с приложенным к нему оттиском Ваших статей.
- 8) В ответ на Ваше письмо от 10 июня посылаю Вам наши последние данные и таблицы, которые, надеюсь, помогут Вам в Вашей работе.
- 9) Мы напишем Вам немедленно по получении ответа от завода, изготавливающего эти машины.

Exercise 3. Insert the necessary prepositions and translate into Russian:

- 1. We have received your letter ... the 16th ... October.
- 2. Our letter dated ... the 5th May was sent ... air-mail.
- 3. We acknowledge receipt ... your letter ... the 15th ... which we thank you.
 - 4. The m.v. "Neva" will arrive Odessa ... the 23d ... December.
 - 5. The s.s. "Erevan" arrived ... Poti yesterday.
 - 6. Please inform us ... your decision immediately.
 - 7. We will write ... you ... this question ... a few days.
- 8. We are obliged ... your letter ... yesterday's date ... which you sent us your catalogue ... Compressos.
 - 9. We will write ... you again ... receipt ... your Catalogue.
- 10. Our letter ... the 15th May was sent ... reply ... your telegram... the same date.

Lesson 2

Exercises

Exercise 1. Translate from English into Russian:

1) London, July 15, 19... Machimport Ltd.

Moscow

Dear Sirs:

We refer to the recent discussions we had with Mr. Stepanov on the possibility of our supplying "Machimport Ltd." with machines manufactured by our company and distributing Russian machinetools in Great Britain.

To examine this matter in detail our Managing Director Mr. James Robinson is prepared to travel to Moscow at the beginning of August, 19... and have personal discussions with members of "Machimport Ltd.".

At the suggestion of Mr. Stepanov we enclose a list of points which we would like to be discussed in Moscow.

We look forward with interest to your reply.

Yours faithfully

Enclosure

2)

Dear Sirs:

We would like to inform you that Mr. Brown is arriving in Moscow on February 14 to begin talks with you.

Please make the necessary hotel reservations for him and let us know the name of the hotel.

Thank you for your cooperation.

Yours sincerely

Exercise 2. Translate from Russian into English:

- 1) По предложению господина А. Брауна посылаем Вам каталог автомобилей, экспортируемых фирмой «Авто-ВАЗ».
- 2) Мы готовы обсудить с Вами вопрос о возможности экспорта этих автомобилей в Англию.
- 3) Наш председатель господин М. Н. Иванов готов поехать в Англию, чтобы подробно обсудить с Вами этот вопрос.
- 4) Ожидаем с нетерпением встречи с господином Брауном в Москве.

- 5) Мы можем поставить Вашей компании станки согласно прилагаемому списку в обмен на машины, которые производит Ваша компания.
- 6) Мы ссылаемся на состоявшиеся на прошлой неделе переговоры с председателем Вашей компании мистером А. Брауном.
- 7) Мы ожидаем с интересом Вашего ответа на наше письмо от 10 мая.
- 8) Я с удовольствием получил Ваше письмо от 16 мая с приложенной к нему копией письма «Машимпорт Лтд» от 14 мая. Я также получил из Москвы копию Вашего письма от 12 мая, адресованного «Машимпорт Лтд».

Я буду очень рад встретиться с господином А. Харрисом и господином К. Грином. Сожалею, однако, что 20 мая меня не будет в Лондоне. Я возвращусь в Лондон 21 мая утром и буду рад встретиться с ними в тот же день в 2 часа дня, если, разумеется, это удобно для Вас.

Д. В. Петров, коммерческий директор «Машимпорт Лтд».

9) Благодарим Вас за Ваше письмо от 17 мая. Господин Грин и нижеподписавшийся будут рады посетить Вас 21 мая в 2 часа дня, и мы искренне надеемся установить деловые отношения с «Машимпорт Лтд».

С нетерпением ожидаем встречи с Вами в Лондоне.

Харрис энд Грин Лтд. А. Харрис, председатель

Exercise 3.

a) Write the text of a letter in Russian using the information given below:

Дата: 20.11.1993

Адрес: Англия, Манчестер, Поплар Роуд, д. 16, Блэк энд Грин Лтд.

Содержание:

- сообщите о получении письма от 24.10.1993 и выразите свою благодарность за него;
- сообщите, что по просьбе компании вы высылаете отдельным пакетом каталог станков, производимых вашим предприятием, а также прилагаете к нему прейскурант;
 - выразите надежду на получение скорого ответа.

Подпись: М. Н. Иванов, председатель «АВС-импорт»

b) Translate the letter into English.

Note:

In everyday business it is frequently required to write and send, besides simple commercial letters, such letters as invitations and replies to them, congratulations and condolences. Below you will find examples of such letters.

A formal invitation

(Name), the Managing Director of ... requests the pleasure of your company at (function) to be held at (place) on (date) 19... at ... o'clock.

Type of dress...

(No signature).

Accepting a formal invitation

(Name) thanks the Managing Director of ... for his kind invitation to (function) to be held at (place) on (date) 19... at ... o'clock and has much pleasure in accepting it.

(No signature)

Refusing a formal invitation

(Name) thanks the Managing Director of ... for his kind invitation to (function) to be held at (place) on (date) 19... and regrets that he has a prior engagement on that day and is therefore unable to accept.

(No signature)

Congratulations

1) Gentlemen:

We have learned from the press that you have opened a new branch office in ...

We wish you success and good luck.

We also want to express the hope that our business relationship will continue to develop in the same pleasant and trusting manner.

Sincerely yours

2) Dear Mr. ...,

I am delighted to hear of your new appointment to the Board.

The many years you have worked with the Company have been rewarded, and my partner and I are sending you our very best wishes for the future.

Yours sincerely

Expressions used in letters of condolence:

- 1) Please accept our most sincere sympathy on the death of Mr....
- 2) We were deeply saddened to learn yesterday of the death of Mr....
- 3) It was a great shock for us to hear of the sudden death of Mr...
- 4) The extremely sad news of Mr....'s death is something that we can hardly believe.
 - 5) We want to express our deepest grief on the death of Mr....
 - 6) Please convey our sympathy to his family.
- 7) I was grieved to hear of the death of (name), and wish to express my heartfelt sympathy to you and to other members of your firm.

My colleagues join with me in expressing deep regret at his/her passing.

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Exercise 5. Translate the sample letters given above.
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Exercise 6. Make up a text:

- a) of a letter of invitation,
- b) of congratulation.
- c) of condolence

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NOTE:
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It is recommended to use the following English equivalents for
Russian terms indicating the legal status of a company:
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(производственное) объединение — industrial (production) association;

обшество:

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акционерное ~ — stock corporation (company), joint stock company (JSC);
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акционерное открытое ~ (AOO) — limited liability company;

закрытое акционерное \sim (3AO) — close corporation;

 $\kappa oone pamu в hoe \sim -- cooperative society;$

публичное акционерное ~ — public company;

смешанное ~ — mixed joint stock company;

 ${\it cmpaxosoe} \sim --insurance\ company;$

 ${\it mopzosoe} \sim -- trading \ (trade) \ company \ (enterprise);$

предприятие:

внешнеторговое ~ — foreign trade company;

головное ~ — leading enterprise;

государственное ~ — state (-owned) enterprise;

 κ оммерческое ~ — commercial enterprise;

малое ~ — small company (business, enterprise);

совместное ~ — joint venture;

товарищество — partnership;

~ на вере (командитное) — limited partnership;

кредитное кооперативное ~ (общество взаимного кредита) — mutual loan partnership;

полное ~ — general (ordinary, unlimited) partnership; **партнер (совладелец товарищества)** — partner; **главный ~** — general partner; **командитный ~** — limited partner.

Unit 3 ENQUIRIES

Lesson 1

When a buyer wants to know at what price and on what terms he could buy the goods required by him, he usually sends out enquiries to firms, companies or organizations manufacturing such goods or dealing in them. Most letters of enquiry are short and simple, so much so that many firms have adopted the practice of sending printed enquiry forms, thereby eliminating the need for a letter. As a prospective buyer, the writer of an enquiry states briefly and clearly what he is interested in, and this is all the receiver of the letter needs to know. Often the buyer asks the seller to send him illustrated catalogues, price lists or other publications and, if possible, samples or patterns of the goods he is interested in. When asking the seller to send him a quotation, the buyer gives as far as possible a detailed description of the goods required by him.

A first enquiry — a letter sent to a supplier with whom you have not previously done business — should include:

- a) A brief mention of how you obtained your potential supplier's name. Your source may be an embassy, consulate, or chamber of commerce; you may have seen the goods in question at an exhibition or trade fair; you may be writing as the result of a recommendation from a business associate, or on the basis of an advertisement in the daily, weekly or trade press.
- b) Some indications of the demand in your area for the goods which the supplier deals in.
- c) Details of what you would like your prospective supplier to send you. Normally you will be interested in a catalogue, a price list, discounts, methods of payment, delivery times, and, where appropriate, samples.
 - d) A closing sentence to round off the enquiry.

Expressions used in enquiries:

Opening lines

- 1) Your name has been given us by the Btitish Chamber of Commerce in Hamburg...
- 2) The British Embassy has advised us to get in touch with you concerning...
- 3) We saw your products demonstrated at the Hanover Fair earlier this year, and would like to know whether...
- 4) Messrs. Rawlingson and Townsend of Bletchley, who we understand have been doing business with you for some years, inform us that you may be able to supply us with...
- 5) We have seen your advertisement in last Sunday's *Observer*, and would be grateful if you would let us have details of...
- 6) Your advertisement in this month's issue of *The Shoemaker* states that you can offer...

Indicating the state of the market

- 1) There is a brisk demand here for high-guality sports shirts of the type you manufacture.
- 2) Demand for this type of machine is not high, but sales this year will probably exceed \$25,000.
- 3) These fancy goods are in demand during the tourist season, but for the rest of the year sales are moderate, and often rather low.
- 4) There is no market here for articles of this type in the higher price ranges, but less expensive models sell very well throughout the year.
- 5) You can count on a brisk turnover if prices are competitive and deliveries prompt.

Asking for information

- 1) Will you please send us your catalogue in duplicate and price list for...
- 2) We would be glad to receive specifications of your new SE11 typewriter, together with your current export prices and details of trade discounts.
- 3) We are also interested in your terms of payment and in discounts offered for regular purchases and large orders.

4) We would appreciate a sample of each of the items listed above.

Vocabulary

enquiry (inquiry)	запрос
a buyer	покупатель
a seller	продавец
terms	условия (поставки, платежа)
a prospective buyer	будущий (потенциальный)
	покупатель
a sample	образец (товара, изделия)
a pattern (specimen)	образец (товара, изделия)
a quotation	прейскурант
a supplier	поставщик
an embassy	посольство
a consulate	консульство, консульский от-
	дел
a chamber of commerce	торговая палата
a trade fair	ярмарка, выставка-продажа
a business associate	зд.: торговый партнер
demand	спрос
a price list	прейскурант, прайс-лист
discount	скидка (с цены)
advertisement	объявление, реклама (печат-
	ная)
method of payment	форма платежа
delivery times	сроки поставки
a brisk (steady) demand	большой (устойчивый) спрос
sales	зд.: объем продаж
an article	товар, наименование товара
turnover	товарооборот,
	зд.: объем продаж
a competitive price	приемлемая цена
in duplicate	в двух экземплярах
a specification	спецификация

an export price	экспортная цена
terms of payment	условия платежа
an order	заказ
an item	наименование (товара)

NOTE:

The word "term" in the singular form means «срок, период (т. е. какой-либо промежуток времени)», while the same word used in the plural form (*terms*) has the meaning of «условия (поставки, платежа)».

Exercises

Exercise 1. Read and translate the following letters from English into Russian:

1)

W. JONES AND SONS LTD. 285 Queen Street London, E.C. 4

10 th January 19...

ABC,

Moscow, Russia

Dear Sirs:

We learn from your representative that you are producing for export woolen hand-made carpets.

There is a steady demand here for high class goods of this type.

Will you please send us your catalogue and full details of your export prices and terms of payment.

We look forward to hearing from you.

Yours faithfully,

W. Jones

2) May 29, 19...

Glaston Menswear Ltd. 54-59 Riverside Cardiff CF1 IJV

Attention: Sales Manager

Dear Sirs:

We are interested in the sweaters that we have seen here on your stand at the "Menswear Exhibition".

We are big importers of menswear and we are looking for a manufacturer who can supply us with a wide range of sweaters for men.

As we usually place large orders, we expect a quantity discount, and our terms of payment are for collection.

If you agree to these conditions and you can meet orders of over 1000 sweaters at one time, please send us your current catalogue and price-list.

We hope to hear from you soon.

Yours sincerely,

L. Sidorov, General Director, "ABC import"

Vocabulary

menswear	мужская одежда
importer	импортер
to import	импортировать
a wide range	широкий ассортимент
to place an order	размещать заказ
quantity discount	скидка за количество

discount off (from, on) the price скидка с цены

a 5 percent discount	пятипроцентная скидка
payment for collection	платеж в форме инкассо
to meet an order	выполнять заказ

NOTE:

Russian words indicating the position (title) of an officer may be rendered into English in the following way:

директор — director (manager);

генеральный ~ — General Director, General Manager, Managing Director;

исполнительный ~ — Executive Director;

коммерческий ~ — Sales (Commercial) Manager (Director); финансовый ~ — Finance (Financial) Director;

заведующий отделом рекламы — Advertising (Promotion) Manager;

начальник

- ~ отдела кадров Labour (Personnel, Staff) Manager;
- ~ отдела сбыта Distribution Manager;
- ~ **отдела снабжения** Purchasing Director; Director of Materials; Director of Supplies;
- ~ транспортного отдела Traffic Manager;

главный

- ~ бухгалтер Chief Accountant; Accountant General; Accountant in Charge;
- ~ **инженер** Engineering (Technical) Manager;
- ~ **технолог** Production Manager.

Exercise 2: Translate into English.

- 1) Мы будем признательны, если Вы пришлете нам список фирм, торгующих этими товарами.
- 2) Нас интересует ассортимент свитеров, которые мы видели на ярмарке в Нижнем Новгороде.
- 3) Просим прислать нам подробное описание товаров, которыми Вы заинтересовались.
 - 4) Мы являемся крупными импортерами станков.

- 5) Мы ищем производителя, который сможет поставить нам широкий ассортимент зимней обуви.
- 6) Поскольку мы обычно размещаем крупные заказы, мы надеемся на получение скидки за количество.
- 7) Мы получили образцы тканей (textiles), посланных Вами отдельным пакетом, и просим прислать нам Ваш прейскурант на эти товары.
- 8) Прилагаемый каталог содержит подробное описание интересующих Вас товаров.
- 9) Сообщите, пожалуйста, сможете ли Вы поставить нам необходимое количество товара и принять платеж в форме инкассо.
- 10) Мы хотели бы знать, по какой цене и на каких условиях Вы могли бы поставить нам 1000 тонн пшеницы.
- 11) Сообщите нам, можете ли Вы выполнять заказы на количество свыше 1000 изделий в каждой партии.
- 12) Согласно Вашей просьбе посылаем наш иллюстрированный каталог, содержащий подробное описание требующихся Вам машин.
- 13) Мы признательны Манчестерской торговой палате за сообщение Вашего адреса и были бы благодарны, если бы Вы прислали нам Ваш каталог насосов (pumps).
- 14) В ответ на Ваше письмо от 15 мая, адресованное Торговому представительству России в Англии, мы с удовольствием посылаем Вам три экземпляра нашего каталога станков. Мы надеемся, что каталог окажется полезным для Вас.
- 15) Мы просим Вас сообщить нам, по какой цене, в какой срок и на каких условиях Вы могли бы поставить нам 2000 т сахара.

Exercise 3: Act as an interpreter.

After Mr. Borisov had closely studied the price for the Model 800 computer he found that it was somewhat higher than the prices of other companies for similar types of computers. That's why he invited Mr. Adams to discuss the matter.

Борисов: Господин Адамс, к сожалению, мы не можем подписать контракт с Вашей фирмой, так как цена на предлагаемые Вами компьютеры чрезмерно высока. Нам известно, что Ваши конкуренты предлагают компьютеры по более низким пенам.

Adams: You are partly right. It's true, the price is high, but you should take into consideration the fact that this model is the latest word in electronic industry. It is designed on the most modern lines and we can guarantee its reliability.

Борисов: Нам это известно. Но тем не менее, цена не кажется нам приемлемой. Господин Адамс, зависит ли окончательная цена от количества компьютеров, приобретаемых нами?

Adams: Right. If you increase your order to five computers we'll be able to give you a 2% discount on the price.

Борисов: Боюсь, что скидка слишком мала. Мы бы хотели получить скидку по крайней мере в 4 %.

Adams: Let me make some calculations. Well, Mr. Borisov, 3% and not more as this concession leaves only a very small profit to ourselves.

Борисов: В таком случае я хотел бы обсудить этот вопрос со своим руководством и только потом смогу дать Вам окончательный ответ.

Vocabulary:

конкурент
быть разработанным в соответствии
с последними достижениями
надежность
приемлемая цена
уступка

Lesson 2

Exercise 1. Read and translate the following letters.

1) Wilson & Co Ltd., 15 Leadenhall Street London, E.C.3 England

Dear Sirs:

Further to our conversation with your Sales Manager during the Exhibition of electronic equipment at Olympia in London we shall be obliged if you send us your quotation for the Model R800 computer.

Please let us know if you can supply us with three computers and quote your best prices. Delivery will be required within two months after we place the order. If you can guarantee prompt delivery and quote really competitive prices we shall be able to place an order with your company. We would also like to know when our specialists could be sent to your country to be trained as operators and programmers.

We are looking forward to hearing from you soon and hope that our future relations will be of mutual benefit.

Yours sincerely, ABC

Reply to above:

ABC 32 Smolenskaya Street, Moscow 119034, Russia

Dear Sirs:

Thank you for your enquiry of March 20, 19... in which you inform us that you are interested in purchasing the Model R 800 computers from us. We enclosed with this letter all particulars concerning technical characteristics of this model.

We are happy to inform you that we are able to meet your quantity requirements and offer you three computers at the price of... per unit. The price includes packing. We can promise delivery in two months if you place your order immediately. We hope you will be able to accept our offer.

Yours sincerely,

Wilson & Co Ltd.

Vocabulary:

to be obliged	быть признательным
quotation	прейскурант
to quote a price	указывать (называть) цену
the best price	самая низкая цена
delivery	поставка, доставка, отгрузка
within	зд.: в течение
a competitive price	низкая, приемлемая цена
benefit	выгода, польза
mutual	взаимный
to meet requirements	удовлетворять требованиям
the price includes packing	цена включает упаковку
to accept	принимать
	·

Exercise 2. Insert the missing prepositions where necessary and translate the sentences:

- 1) This firm has been dealing ... timber ... twenty years.
- 2) Please let us know ... what price you could sell ... us 300 tons ... rubber.
- 3) We shall be obliged if you will make ... us an offer ... these goods.

- 4) We are sending ... you some samples ... the goods you are interested
- 5) We shall be glad to know ... what terms we could buy ... you the following goods required ... us.
- 6) We have no publications ... the types ... machines ... which you refer ... your enquiry.
- 7) We are sending you ... your information a copy ... a letter which we have written ... Messrs. Smith & Co.
- 8) Please send ... us ... duplicate all publications you have ... this question.
- 9) ... compliance ... your request we are sending you our new catalogue ... Compressors.
- 10) We are indebted ... the Russian Chamber ... Commerce ... your name and address.
- 11) We have pleasure ... sending you ... triplicate our Brochure No. 126 containing a description ... our range ... Gas Turbines.
- 12) ... reference ... your letter ... the 15th May we are sending you, ... separate cover, the shipping documents relating ... the m.v. "Krasnovodsk".
- 13) We regret to advise you that ... present these instruments are not available ... sale.
- 14) We have marked ... X the types ... machines which may be... interest ... us and would like to receive ... you their description... duplicate.

Exercise 3. Fill in the missing words and translate the letter.

We have been ... your name ... our associates ... Howard & Co.... Carlisle, who ... us that you have been ... them with stationery... a number of years.

There is a \dots demand here \dots Edinburgh \dots the qualities you \dots , and we believe we could \dots large orders \dots you if your \dots are competitive.

... you please send us your illustrated ... together with your ... list and details of your ... of business.

We look forward to you.

Exercise 4:

- a) Your firm is a manufacturing company and is in urgent need of certain metal fittings which cannot be obtained quickly enough from the normal suppliers. Write an enquiry to a British maker of these fittings.
 - b) Translate the letter into Russian.

Exercise 5. Act as an interpreter.

Smith: Good morning, Mr Ivanov. Here's my card.

Иванов: Доброе утро, господин Смит. Рад вас видеть.

Smith: I'd like to know if you can supply us with the Model LR 87 machine-tool.

Иванов: Это зависит от того, в какое время вы хотели бы получить эти станки.

Smith: The machine-tools must be shipped in the first half of October.

Иванов: К сожалению, мы не сможем поставить их до конца года.

Smith: Well, in this case we'll have to accept your time of delivery. And now I'd like to hear your price.

Иванов: Цена составляет 5000 фунтов стерлингов за один станок, сиф Лондон. Цена включает упаковку.

Smith: I'm sorry to say the price doesn't seem attractive. We know that prices of other companies for similar models are lower.

Иванов: Но вы должны принять во внимание высокое качество и надежность наших станков.

Smith: Mr. Ivanov, can you give us a discount if we increase our order?

Иванов: Думаю, что сможем. Я обещаю рассмотреть этот вопрос и завтра дам вам ответ.

Vocabulary:

to ship	поставлять, отгружать, от-
	правлять
per unit	за единицу (штуку)
cif (cost, insurance, freight)	условия поставки сиф
similar	аналогичный

Exercise 6. Make up a dialogue with your partner imitating negotiations concerning price, terms and time of delivery between Russian and American businessmen.

Unit 4 OFFERS

Lesson 1

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

- a) thank the writer of the letter of enquiry for the letter in question:
- b) supply all the information requested, and refer both to enclosures and to samples, catalogues and other items being sent by separate post;
- c) provide additional information, not specifically requested by the customer, so long as it is relevant;
- d) conclude with one or two lines encouraging the customer to place orders and assuring him of good service.

In many types of business it is the practice of the seller to offer goods to regular customers and to others who may be interested, without waiting for an enquiry. Similarly, suppliers regularly make special offers of goods when prices are particularly favourable. In these cases the customer's interest has to be aroused.

Offers made in writing usually state the nature and description of the goods offered, the quantity, the price, the terms of payment and the time and place of delivery. Offers may be firm (or binding) or without engagement.

A firm offer is made by a seller to one potential buyer only and usually indicates the time during which it will remain open for acceptance. If the buyer accepts the offer in full within the stipulated time, the goods are considered to have been sold to him at the price and on the terms stated in the offer.

According to English and American law, a person making a firm offer has the right to revoke it at any time before it has been accepted. According to Russian law, a person making an offer is

bound by it until the expiration of the time stated in the offer. When no time for acceptance is stipulated in the offer, the acceptance must be made within a reasonable time.

An offer without engagement does not bind the seller and therefore may be made to several potential buyers. If the buyer accepts such an offer, the goods are considered to have been sold to him only when the seller, after receipt of the buyer's acceptance, confirms having sold him the goods at the price and on the terms indicated in the offer.

Expressions used in offers:

General opening lines

- 1) We have pleasure in offering you the following goods...
- 2) You will be interested to hear that...
- 3) You will find enclosed with this letter a sample of ...
- 4) As a result of the favourable supply situation we are able to offer you \dots

Expressions used in firm offers

- 1) We have pleasure in offering you, subject to your acceptance by cable...
 - 2) This offer is made subject to an immediate reply...
- 3) We offer you the goods subject to receiving your confirmation within ... days of the date of this letter.
- 4) We are holding this offer open for your acceptance until the 15th May.

Expressions used in offers without engagement

- 1) We have pleasure in offering you, without obligation...
- 2) This offer is made without any engagement on our part.
- 3) This offer is subject to the goods being unsold on receipt of your reply.
 - 4) This offer is made subject to prior sale.

Prices and terms

- 1) Our prices are quoted c.i.f. London.
- 2) Our prices include packing and carriage.

- 3) Price includes delivery to nearest railhead.
- 4) Prices are subject to variation without notice, in accordance with market fluctuations.
 - 5) Prices for the quality you mention range from 75c to \$ 5.

Supply and demand

- 1) In view of the heavy demand for this line, we advise you to order at once.
- 2) The exceptional demand this season has nearly cleared our stocks of...
 - 3) This article is in great demand.
- 4) Owing to the increased demand for this type of car, our stocks have run very low.
- 5) As we have a good supply of these machines we can effect shipment within 5 days.
- 6) The model you ask for is out of production, but we can supply ... instead.
- 7) We cannot promise delivery before 1st January unless your order reaches us within 5 days.

Asking for instructions

- 1) Will you kindly let us have an early decision.
- 2) Please send us your instructions by fax.
- 3) Kindly confirm your order at the price quoted.
- 4) We await your instructions by return.
- 5) Please let us know your wishes by Friday without fail.
- 6) Kindly use the enclosed order form when you make out your order as this will facilitate prompt and accurate execution.
 - 7) If our proposal is acceptable to you, please confirm by return.

Concluding sentences

- 1) Our whole experience is at your service. We hope you will make use of it.
- 2) We should appreciate the opportunity of showing you how efficiently we can serve you.
- 3) Words alone will not prove what we claim for our products: only a trial can do that, and a trial will convince you.

- 4) You may rely on us to give your requirements immediate attention.
- 5) We will hold a quantity in reserve for you, as we feel sure you would not wish to miss such an opportunity.
- 6) If you think our offer meets your requirements, please let us have your order at an early date, as supplies are limited.
- 7) As we execute all orders in strict rotation, we strongly advise you to order early.

Vocabulary:

an offer	коммерческое предложение, оферта
a firm (binding)	твердая (связывающая) оферта
offer	
engagement	зд.: принятие на себя обязательств
to stipulate	оговаривать, предусматривать
to revoke	отзывать
acceptance	акцепт, акцептирование, принятие
packing	упаковка
carriage	транспортировка, перевозка
railhead	зд.: железнодорожная станция
fluctuations	колебания (цен)
line	зд.: продукт, вид продукции,
	наименование
stock(s)	запас, резерв (товара)
shipment	отгрузка, поставка, доставка
to effect shipment	осуществлять отгрузку, поставку
to quote	указывать, называть цену
a trial	зд.: пробный заказ

Exercises

Exercise 1. Translate the phrases used in offers.

Exercise 2. Read and translate the offer.

December 25, 19...

ABC,

Moscow

Attention: Mr. Borisov

Dear Sirs:

We thank you for your enquiry of August 27, 19... concerning the supply of pumps and now are pleased to submit our offer.

With this offer we enclose drawings and specifications together with our leaflet.

Price: The total price of a pump is \$... which includes pack-

ing and delivery Russian port.

Delivery: Delivery of the pumps will begin three months after

the contract is signed and will be completed within a

period of four months.

Validity: This offer is valid 90 days from the date of this letter.

Payment: Payment is to be made in cash within 30 days of re-

ceipt of the following shipping documents: an Invoice, a Bill of Lading, an Insurance Policy and a Packing List.

We have quoted for the majority of spare parts in accordance with the details of your enquiry. But we cannot guarantee the supply of all items as in some cases our stocks of spares are limited.

We recommend you therefore to place an order as soon as possible to obtain the items you require.

I would personally very much like to visit you at your office in Moscow and discuss our possible future business relations.

Perhaps you will be kind enough to advise me of a suitable date and time for such a meeting.

Yours faithfully,

on behalf of Black & Co G.E.Fox, Overseas Sales Manager

Vocabulary:

to submit	представлять, направлять,
	посылать
a leaflet	буклет
to be valid	быть действительным, быть в силе
validity	зд.: срок действия
payment in cash	оплата наличными
shipping documents	отгрузочные документы
an invoice	счет-фактура
a bill of lading	коносамент, транспортная
	накладная
an insurance policy	страховой полис
a packing list	упаковочный лист
spare parts	запасные части
to advise smb. of	сообщать кому-либо о чем-либо
smth.	

Note:

The following types of waybills (транспортные накладные) are used in trading:

airway bill (AWB) — авиатранспортная накладная;

railway bill — железнодорожная транспортная накладная;

road bill — автодорожная накладная.

Exercise 3. Translate into English.

- 1) Мы рады направить Вам наше предложение на новую модель компьютера.
- 2) Наше предложение действительно в течение 60 дней от даты данного письма.
- 3) В соответствии с Вашим запросом мы прилагаем к письму каталог, в котором содержится дополнительная информация о нашем оборудовании.

- 4) Платеж производится в течение 10 дней после получения следующих отгрузочных документов: счета, коносамента, страхового полиса и упаковочного листа.
- 5) Продавец сообщил, что у них имеется очень небольшой резерв запасных частей, и поэтому они рекомендуют нам разместить заказ как можно быстрее.
- 6) Не будете ли Вы любезны сообщить нам удобное для Вас время нашей встречи?
- 7) Мы предлагаем Вам этот товар при условии получения Вашего подтверждения не позже 15 марта.
- 8) Все цены, указанные в этом каталоге, могут подлежать изменению без предупреждения.
- 9) Это предложение действительно лишь в том случае, если машина еще не будет продана по получении Вашего ответа.
- 10) Мы согласны, чтобы наша оферта от 10 марта оставалась открытой для акцепта до 25 марта как самого позднего срока.

Lesson 2

Exercises

Exercise 1. Insert the missing prepositions where necessary and translate the sentences into Russian.

- 1) Please inform us ... cable ... what price you could offer us 200 tons ... Copper.
- 2) the information received ... us, the vessel will arrive ... St. Petersburg ... the 15th September.
- 3) We are quoting you the price ... \$5 ... ton subject ... your accepting the offer ... full ... five days ... today.
- 4) The goods were offered ... engagement ... the part ... the Sellers
- 5) We request you to indicate the time ... which your offer will remain open ... acceptance.

- 6) We regret to state that our clients are not satisfied ... the quality ... the samples sent ... you.
- 7) We shall be obliged if you will quote us ... 100 tons of Rubber.
- 8) Please cable ... us your price ... a cargo ... 8,000 tons ... Manganese Ore.
- 9) We would ask you to make ... us an offer ... 500 bales ... Cotton ... immediate shipment.
- 10) Shipment will be made ... Odessa ... five weeks ... receipt ... your order.
- 11) Our representative will call ... you ... five o'clock to-morrow.
- 12) The goods could be shipped ... October or November ... our option.
- 13) We can supply you ... these goods ... the price ... \$25 ... ton ... 1,016 kilograms c.i.f. Manchester.
- 14) our contract you are to pay ... the goods ... cash ... shipping documents.
 - 15) The goods are to be shipped ... the 31st May ... the latest.

Exercise 2. Fill in the missing words and translate the letter.

Thank you ... your 16 November, ... which you enquire ... toys imported ... Hong Kong. We are ... to hear that there is a ... for goods ... this type ... Northern Ireland.

We are ... our price list and terms of ..., and our catalogue has already been separate post.

As you will notice, our prices are extremely ..., and since we hold large ... of all models ... all times, we can promise delivery ... a week ... receipt ... orders.

We hope to ... from you soon, and ... forward business ... you.

Exercise 3. Translate into Russian.

- 1) All quotations are made without engagement, and contracts based thereon are subject to our General Conditions of Sale.
 - 2) All quotations are subject to alteration without notice.
- 3) The prices quoted may be subject to revision on receipt of information as to the actual quantities required.
- 4) The prices are for prompt acceptance only and subject to change without notice.
- 5) The machine could be dispatched not later than 30th September, subject to our receiving your order within 20 days from this date.
- 6) The goods will be shipped in the second half of November subject to navigation being opened.
- 7) We have a wide selection of sweaters that will appeal to all ages, and in particular the teenage market which you specified.
- 8) We can supply from stock and will have no trouble in meeting your delivery date.
- 9) We think you have made an excellent choice in selecting this line, and once you have seen the samples we are sure you will agree that this is unique both in texture and colour.
- 10) We no longer manufacture pure cotton shirts as their retail prices tend only to attract the upper end of the market. All our garments are now poly-cotton, which is stronger, needs little ironing, and allows variations in patterns. However, if you are still set on pure cotton garments, we advise you to contact ...
- 11) We have sent you our summer catalogue which unfortunately is only printed in English. However, we have enclosed a Russian translation for the relevant pages (41–45) and hope this will prove helpful.
- 12) The prices quoted above are provisional, since we may be compelled by increased costs of raw materials to increase our prices to customers. I will inform you immediately if this happens.
- 13) As there are regular sailings from Liverpool to New York, we are sure that the consignment will reach you well within the time specified.
- 14) All list prices are quoted f.o.b. Southampton and are subject to a 25% trade discount with payment by letter of credit.

- 15) Once again we would like to thank you for writing to us and would welcome any further points you would like us to answer.
- 16) We hope to hear from you again, soon, and can assure you that your order will be dealt with promptly.

Exercise 4. Translate into English.

- 1) Мы можем предложить Вам этот товар по цене 50 долл. США за английскую тонну сиф Копенгаген.
- 2) Посылаем Вам с этим письмом 2 экземпляра наших Общих условий поставки, в которых изложены наши условия платежа.
- 3) Мы удовлетворены качеством товара и готовы разместить у Вас заказ, если Ваши цены и условия платежа будут приемлемы.
- 4) Мы можем отгрузить этот товар из Одессы в течение шести недель по получении Вашего заказа.
- 5) Согласно условиям договора Вы должны уплатить за товар наличными против отгрузочных документов.
- 6) Все запасные части перечислены в спецификации, посланной с нашим письмом от 19 августа.
- 7) Отгрузка может быть произведена в мае или июне 19... по нашему выбору.
- 8) До настоящего времени мы не получили от Вас подтверждения нашего предложения от 25 мая и должны поэтому отозвать нашу оферту.
- 9) Мы держим это предложение открытым до получения от Вас акцепта до 1 сентября текущего года.
- 10) Подтверждаем получение Вашего письма от 20 мая, в котором Вы акцептируете нашу оферту от 10 мая на 10 000 фунтов икры. С сожалением сообщаем Вам, что этот товар продан другому покупателю, поскольку наша оферта была действительна лишь до 16 мая.

Exercise 5. Translate the letter into English.

Москва, 29 марта 20...г

Подтверждаем с благодарностью получение Вашего письма от 25 марта.

Мы посылаем Вам сегодня почтовой посылкой образцы требующихся Вам химикатов и надеемся, что Вы будете удовлетворены их качеством.

Посылаем Вам наш прейскурант химикатов. Химикаты, помеченные буквой Д, имеются на складе. Они могут быть отправлены в порт погрузки немедленно по получении Вашего заказа и отгружены первым подходящим (available) пароходом. Остальные химикаты могут быть отгружены во второй половине мая, при условии, что мы получим Ваш заказ в течение 10 дней от даты этого письма.

С цены химикатов, помеченных буквой А, предоставляется скидка 10%, остальные цены — строго без скидки. Все цены понимаются фоб С.-Петербург и включают стоимость упаковки.

Exercise 6. Compose a letter for your firm, who are producers of tinned food products, to an importer overseas.

Offer your standard lines and one new product.

Unit 5 ORDERS

Lesson 1

If the seller's offer is right, an order may be expected to follow. The really difficult part of the business is now over and the remaining correspondence is largely routine.

In placing of an order, first of all, accuracy is essential. An error in quoting a catalogue number, or a mistyped figure in the quantity column can cause trouble which it may be impossible to put right later. All this is very elementary, but such errors are known to occur; a double check at all stages is the only prudent course.

Clarity is also essential. The buyer must make clear to the seller exactly what he wants. Most firms will agree that there is room for improvement here. In the export business there are also other things needed besides an accurate description of the goods: for example, method of transport, packing, delivery and insurance, or possibly method of payment, if this has not been settled already. Then the buyer may require some special documents for his own use or to satisfy import regulations. These must be asked for — the exporter cannot always know what the buyer requires in this respect. Large firms will most probably use an export order form for ordering; the special requirements are printed on this form, and possibly also the details of terms and conditions of purchase.

When ordering goods, a customer will generally include the following in his letter:

- a) A reference to a visit by the supplier's representative, or to an advertisement or catalogue, or to a sample, or to previous correspondence. This applies particularly to a first order. In subsequent orders the buyer may begin his letter with:
- b) Details of the goods required: quantity, quality, catalogue number, packing, etc.
 - c) Conditions and qualifications.

- d) Alternatives which are acceptable if the goods ordered are not available.
- e) A closing sentence, perhaps encouraging the supplier to execute the order promptly and with care.

Expressions used in orders

Opening lines:

- 1) Thank you for your offer of 1 July, which we accept on the terms quoted.
 - 2) We enclose our order No. 47791 for ...
- 3) We have pleasure in ordering the following articles from your winter catalogue:
- 4) Thank you for letting us have samples of We would be glad if you would supply us with ...
 - 5) Will you please arrange immediate dispatch of ...

Referring to quality:

- 1) The quality must be up to sample...
- 2) Weight and colour must be as sample supplied...
- 3) A medium quality would be suitable...
- 4) Only fruit packed so as to be in fresh condition on arrival can be accepted.
- 5) There is no market here for the higher-priced cameras. Please send only models in the medium price-range.
- 6) We enclose a trial order. If the quality is up to our expectations, we shall send further orders in the near future.
- 7) The material supplied must be absolutely waterproof and we place our order subject to this guarantee.

Alternative goods:

- 1) If pattern No 63A is not available please send 64, 65 or 66A instead.
 - 2) Please supply the nearest you have to the enclosed sample.
- 3) We leave it to your discertion to supply a suitable substitute, should you not have what we want, but the price must not exceed \$1.75 per kg.

4) If you have a similar article but of better quality, please supply it instead, provided the price is not more than 10% higher.

Rejecting an offer:

- 1) Many thanks for your offer of 3 March. We are sorry to have to tell you that we cannot make use of it at present.
- 2) We thank you for your offer and will bear it in mind, should we have need of such equipment at any time.
- 3) Thank you for your quotation for the supply of ... but we have been obliged to place our order elsewhere in this instance.
- 4) Many thanks for your reply to our enquiry for steel furniture. We will keep your catalogue for further reference, but think your products too highly priced for this market.
- 5) We appreciate your offer of a reduced price, but are of the opinion that the market would not stand an article of this quality at all.

Cancellation, Warning of Cancellation:

- 1) Please delete from the order any goods which you (cannot supply ex-stock) (cannot ship within 14 days) (cannot supply exactly to sample).
- 2) We must insist on the observance of our terms and conditions. If you cannot do this, we regret that we shall have to cancel the order.
- 3) As you have failed to deliver within the specified time, we have no alternative but to cancel our order.
- 4) The recent slump in the market here makes it unavoidable for us to cancel the remainder of our order.
- 5) We regret having to cancel our order for the two further machines, but the worsening of the trading position here gives us no alternative.

Vocabulary

a catalogue number	номер по каталогу
method of transport	способ транспортировки
import regulations	положения об импорте товара;
	таможенные правила

an order form	бланк заказа
qualifications	зд.: положения, условия
a trial order	пробный заказ
ex-stock	со склада
to cancel an order	аннулировать заказ
slump	резкий экономический спад, кризис

Exercises

Exercise 1. Read and translate the expressions used in orders.

Exercise 2. Translate the following letters.

Dear Sirs:

We are in receipt of your letter of May 14, and shall be glad if you will buy for our account the quantity B.O.P. Darjeeling Tea mentioned by you at Rs. 3 per kg payable at 30 days, and send us about one third of it by rail and the rest you keep in godown on our behalf.

Please effect insurance against fire at purchase rates plus 20% and retain the same at our disposal.

Yours sincerely,

Reply to above:

Dear Sirs:

We are glad to receive your acceptance of our offer, and note that you have decided to buy this parcel of B.O.P. Darjeeling Tea. We hope you will be satisfied with the quality in consideration of the price, and assure you that in any future business it will be our endeavour to give the best possible service and the quality goods.

This day we have dispatched 25 cartons of tea at your account and risk through passenger train. The remaining cartons have been

kept in the godown as per your instructions. We have also taken out the insurance of the goods and the policy is with us to be forwarded to you if you wish so.

Enclosed here is our account for this bargain.

Yours sincerely,

Encl.

Vocabulary

account	счет
for smb.'s account	за счет кого-либо
at Rs. 3 per Kg	по цене 3 рупии за килограмм
payable at 30 days	с оплатой в течение 30 дней
a godown	склад товаров
to effect	осуществлять
purchase rate	зд.: стоимость товара
to retain	сохранять, удерживать
at disposal	в распоряжении
it will be our endeavour	мы приложим все усилия,
	мы сделаем все возможное
to dispatch	посылать, высылать
to forward	направлять, отправлять
as per	в соответствии
to take out the insur-	страховать
ance	
a bargain	сделка, покупка
a parcel	партия (товара)
·	·

NOTE:

The most common means of transportation used for delivery of the goods are:

road transport:

van — фургон;

lorry — грузовик;

truck (Ат.) — грузовик;

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container — контейнер;
rail transport:
  passenger train — пассажирский поезд;
   goods train (cargo transport) — товарный поезд;
  freight-liner (freight-train) (Am.) — товарный поезд;
sea transport:
   carrier (ship, vessel, craft) — судно;
   cargo carrier (cargo ship, freight ship, freight boat) — грузо-
      вое судно;
   tanker (oil ship) — танкер;
   dry-cargo ship — сухогруз;
  ferry — паром;
   hovercraft — судно на воздушной подушке;
   hydrofoil boat — судно на подводных крыльях;
   container cargo ship — контейнеровоз;
   barge — баржа;
   lighter — лихтер;
air transport:
   plane — самолет;
   helicopter — вертолет.
Common words concerning packing are as follows:
   bag — пакет;
   bale — кипа, тюк:
   barrel — деревянная бочка, бочонок;
   box — ящик (из дерева или металла);
   bundle — связка, пачка, жгут;
   сап (Ат.) — консервная банка;
   carboy — балон, бутыль;
   carton — картонная коробка;
   case — прочный ящик (иногда скрепленный рейками);
   cask — бочка;
   container — контейнер;
   crate — решетчатая тара;
   drum — цилиндрический контейнер;
   hogshead — большая бочка;
   keg — бочонок (емкостью до 10 галлонов);
   sack — куль, мешок;
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tin — консервная банка

Exercise 3. Insert the missing prepositions where necessary and translate into Russian.

- 1) The price ... which the equipment was ordered ... was fixed and not subject ... any alterations.
- 2) As the goods were bought ... f.o.b. terms, the Suppliers placed them ... board ... steamer ... their expence. They also had to pay the port and dock dues ... the cargo.
- 3) According ... the contract, payment is to be made ... cash ... London ... 45 days ... the dispatch ... Rossimport ... all the shipping and technical documents.
- 4) As you had not delivered the goods ... the 1st July, you are to pay us agreed and liquidated damages ... delay ... delivery.
- 5) The damages were calculated \dots the rate \dots 0.5 per cent \dots week \dots the value \dots the equipment.
- 6) The Buyers informed the Sellers that they would reject ... the goods if the delay ... delivery should last ... twelve weeks.
- 7) We shall be obliged if you will inform us ... the readiness ... the equipment ... inspection ... least ten days ... advance.
- 8) Rossimport informed the Suppliers that the damage ... the goods was due ... inadequate packing.
- 9) Taking ... account your client's requirements, we agree to prepare the goods ... your final inspection ... our works ... August.
- 10) We shall be glad to hear whether the changes ... the specification proposed ... us are acceptable ... you.

Exercise 4. Fill in the missing words and translate the letter.

Our order ... 50 "Marie" dresses ... various colours and sizes is ... with this letter. You will see ... the order that ... is required ... 1 May ... the latest.

Will you please quote us ... 1000 "Audrey" dressing gowns, and ... us know whether you have these models ... stock.

Exercise 5. Write a letter based on these notes.

thanks for order (No., date) — goods dispatched (ship, date due) — invoice enclosed — goods carefully selected — packed crates — safe arrival — excellent value — hope good sales — rely on us — at your service.

Lesson 2

Expressions used in orders

- 1) Your order is receiving immediate attention and you can depend on us to effect delivery at Southampton well within your time limit.
- 2) We have taken special note of your packing instructions and these will be strictly observed.
- 3) We note that the goods are to be collected at your works by your forwarding agent, and we shall accordingly notify Carter & Sons when the order is ready to be called for.
- 4) We cannot guarantee delivery by next Friday as your order was received too late for this week's dispatch, but we are sending your goods by rail, and they will reach you more quickly that if we waited for the next van delivery.
- 5) We have not yet had precise shipping instructions and are holding your order until these arrive.
- 6) As you do not give any special instructions for forwarding, we are passing your order to our forwarding agents in the usual way.
- 7) As you need the goods so urgently we have arranged transport by road to the port. This will make shipment by S.S. Lincoln possible.
- 8) To avoid storage charges at the port, we are holding your goods here pending arrival of your forwarding instructions.
- 9) As we have not had the pleasure of doing business with you before, we enclose a copy of our invoice, and will be glad if you ar-

range payment either by banker's draft or by opening and irrevocable letter of credit in our favour. Please also state what document you require.

- 10) As requested, we shall draw on you at 60 days for the amount of our invoice, one copy of which is enclosed, the draft to be accepted by your bankers as arranged.
- 11) Our terms are net. You will appreciate that our low prices make it impossible for us to grant any discount.
- 12) Our prices are ex-works; should you wish us to undertake shipping arrangements we will gladly do so, adding the costs involved to our draft on you.
- 13) Prices of raw materials have risen steeply since our quotation of 11 May, and we could now accept your order only at the rates quoted on the attached list. We await your confirmation before executing your order, but shall be pleased to give you priority if your reply reaches us within 3 days.

Refusing an order

- 1) In this instance we are unable to accept your order, as we cannot match your pattern.
- 2) Much as we should like to do business with you, we fear we cannot turn out brushes of reasonable quality at the price you ask.
- 3) Supplies of raw materials are becoming difficult to obtain and we have no alternative but to decline your order.
- 4) As we would not be able to promise delivery before next spring, we feel we must return your order, with our apologies and thanks.
- 5) We have a waiting list of several hundred for these machines and can give no guarantee of delivery this year.
- 6) Production difficulties force us to decline further orders for this model for the time being.
- 7) The political situation has caused supplies of beef to "dry up" entirely, and we are forced to discontinue the manufacture of these goods.
- 8) There is no demand for the material of the type you submit as a sample, and we shall not manufacture further supplies.

- 9) Any alteration in design would mean re-setting our machines, and the cost of this would be prohibitive unless you could place an order for some 5,000.
- 10) It would be impossible for us to supply this small quantity in wrappers of varying design and colour, without considerably raising the prices.
- 11) While thanking you for your order, we have to explain that we supply only to authorised dealers in each town, and at present we are not considering increasing the number of dealers in your area.

Exercises

Exercise 1. Translate from English into Russian.

- 1) Thank you for your reply of 14 May regarding the cassettes we wrote to you about. Enclosed you will find our official order ...
- 2) Your letter of 12 October convinced me to place at least a trial order for the "Letherine" material you spoke about.
- 3) Once we have received your advice, we will send a banker's draft (банковская тратта) to ...
- 4) Although the rather low trade discount of 15% disappointed us, we will place an order and hope that this allowance can be reviewed at some time in the near future.
- 5) Delivery before February is a firm condition of this order, and we reserve the right to refuse goods delivered after this time.
- 6) We advise delivery by road to avoid constant handling of this fragile consignment (товар; партия товара).
- 7) The mashines must be well greased with all movable parts secured before being loaded into crates, which must be marked.
- 8) Your order No 6712/1 is now being processed and should be ready for dispatch by next week.
- 9) We are pleased to advise you that the watches you ordered No 8815/24 were put on flight BA 165 leaving Zurich 11.00, 9

August arriving Manchester 13.00. Please find enclosed air waybill DC 15161/3 and copies of invoice A113/3.

10) If the goods sell as well as we hope, we shall send further orders in the near future.

Exercise 2. Translate from English into Russian.

1) Dear Sirs:

We have pleasure in informing you that your order no. 844772 has been completed and is awaiting collection. The consignment consists of 5 crates, each weighting 255 kg.

Transport, insurance and freight are being arranged by our forwarding agents, AG of Antwerp. We can vouch for their expertise and efficiency.

As soon as we receive details of forwarding charges from our agents, we will send you our invoice and the shipping documents. The amount of the invoice will be charged to your account, and in future we will draw on you quarterly, as previously agreed.

We assure you that your orders will be given prompt attention, and look forward to hearing from you again.

Yours faithfully,

2) Dear Sirs,

It was pleasure to receive your order for 300 Model C 'Reflex' cameras and to hear of your success in disposing of the last consignment. As we advised you at the time of your last purchase, this type of camera, with its large viewfinder, has become a best-selling model, and you cannot go wrong in stocking it.

While sales throughout the world have been good, there has been a persistent demand for a lens of larger aperture than the f.3, which was fitted as standard on the Model C last year. On careful examination of this demand we came to the conclusion that the average camera-user of today wants an instrument with which he can do serious picture-making. We have therefore produced a new version of our famous camera – the model D, which is fitted with an f4.5 lens.

Model '0' has replaced 'C', and at a price of DM 80 net to the trade, represents the finest value on the market for cameras of this

type. We think you will agree that the difference in price, DM 10, between this and the old model is very small for the amazing difference in performance which is now possible. It has received an enthusiastic welcome here already.

Our new publicity campaign is due to begin in a few weeks and the '0' Reflex will be adevertised extensively in national newspapers in your country as well as in technical magazines. Your stock will reach you in good time for the commencement of our campaign, so we should be glad if you would confirm the order for 300 of Model 'Din place of the discontinued Model 'C'.

We shall be happy to grant you an extra 5% discount for 300, and can promise you immediate dispatch. Once again we say you cannot go wrong with a Reflex. We are always at your service.

Yours faithfully

Exercise 3. Translate from Russian into English.

Уважаемые господа!

Мы подтверждаем получение Вашего письма от ... (дата) и просим Вас принять к выполнению заказ на 3 насосные машины. Мы согласны с назначенными Вами ценами.

Доставка должна быть осуществлена по вышеуказанному адресу к ... (дата). Поскольку Вы ничего не упомянули о гарантийном сроке, который обычно предоставляется при поставке машин, мы хотим указать, что просим дать двухгодичный срок гарантии, в течение которого Вы обязаны выполнять любые ремонтные работы бесплатно.

Мы будем рады, если Вы известите нас о получении нашего заказа и Вашем мнении о наших условиях.

С уважением,

Exercise 4. Write a letter to a foreign manufacturer of some article you are familiar with. Enclose an order and state your requirements regarding quantity, quality, appearance and delivery.

Unit 6 CLAIMS

Lesson 1

Text

In ideal business conditions everything should be done carefully — details of offers and orders checked, manufacture of the goods carried out properly, packing and marking verified.

However in spite of all possible care and attention that is given to contracts letters of complaint happen to arrive rather frequently because of various infringements.

There are various reasons for complaints. The following kinds of claims are often made by Buyers:

- 1) claims arising from the delivery of wrong goods, damaged goods or substandard goods;
 - 2) claims connected with delays of one kind or another;
- 3) claims owing to goods missing from delivery (i.e. short-shipment or short-delivery);
- 4) claims that concern errors in carrying out the order. These may be caused by mis-typing of figures, mis-reading of numbers, mis-direction of goods, wrong goods, wrong packing and so on.

Sellers most frequently make claims on Buyers because of default of payment.

As a rule a customer will not complain unless he has a good reason. If the customer's complaint is well-grounded, the settlement is comparatively easy: the error will be admitted and the responsible party will meet the claim fully or partly. In other words, the dissatisfied party will get full or partial compensation for the losses they suffered. Thus the matter is settled amicably.

Much more difficult is the case where the customer's complaint is not justified. It would be wrong policy to reject the claim offhand. The responsible party must carefully explain why the claim is declined and try to persuade the dissatisfied party to withdraw the claim.

Settling commercial disputes by arbitration is practiced if the parties in dispute cannot meet mutual understanding. In this case the parties may refer the matter to Foreign Trade Arbitration Commission at the Chamber of Commerce and Industry in Moscow. The award of the Arbitration Commission is final and binding upon both parties.

Vocabulary:

a claim		претензия, рекламация
packing		упаковка
marking		маркировка
to verify		проверять
a complaint		претензия, жалоба
an infringement		нарушение
to infringe (a contract)		нарушать (не выполнять)
-		условия контракта
Seller		продавец
Buyer		покупатель
damaged goods		поврежденные товары
substandard goods		недоброкачественные
		товары
short-shipment (short-		недопоставка
delivery)		
mis-direction of goods		отправка товаров по
		неправильному адресу
to make a claim on		предъявлять претензию
smb.		
to reject	a claim	отклонять претензию
to decline		
to accept		
to acknowledge	a claim	принимать (признавать)
to admit		претензию
to meet		
a well-grounded	claim	обоснованная претензия

a justified	
an unjustified claim	необоснованная
	претензия
to withdraw a claim	отзывать претензию
default of payment	задержка платежа
responsible party	ответственная сторона,
	ответчик
dissatisfied party	неудовлетворенная
	сторона
to suffer losses	нести убытки
compensation	компенсация,
	возмещение ущерба
a dispute	конфликт, спор,
	разногласия
arbitration	арбитраж, арбитражный
	суд
to refer the matter to	передавать дело
	на рассмотрение
Foreign Trade	Внешнеторговая
Arbitration Commission	арбитражная комиссия
the award of the Arbi-	решение арбитража
tration is final and bind-	окончательно
ing upon both parties	и обязательно для обеих
	сторон

Exercises

Exercise 1. Translate the text from English into Russian.

Exercise 2. Translate from Russian into English.

- 1) Покупатели часто предъявляют претензии продавцам по поводу поставки товаров, не предусмотренных контрактом, поврежденных и недоброкачественных товаров.
 - 2) Претензии могут быть вызваны недопоставкой товаров.

- 3) Во избежание претензий со стороны покупателя следует проверить упаковку и маркировку товаров.
- 4) Продавцы могут предъявлять претензии покупателям по поводу задержки платежа.
- 5) Если претензия обоснована, ответчик должен полностью или частично компенсировать убытки.
- 6) Сторона может отклонить претензию, если считает, что она необоснована.
- 7) Если сторонам не удалось прийти к соглашению, дело может быть передано на рассмотрение Внешнеторговой арбитражной комиссии при Торгово-промышленной палате.
- 8) Решение Арбитражной комиссии окончательно и обязательно для обеих сторон.

NOTE:

To have a complaint is annoying, but to complain without good reason will also annoy your correspondent. If you complain, make sure you get your facts right. And if you have to answer an unjustified complaint, be polite and restrained, and remember that we can all make mistakes.

Lesson 2. Claims connected with delay in delivery

Expressions used in connection with delay in delivery:

1

- 1) We shall be glad to know when we may expect delivery of the goods as they are most urgently wanted.
- 2) The delivery of the goods was to have taken place last month, and we have been caused serious inconvenience through the delay.

- 3) When placing this order with you we particularly stipulated for delivery within eight months.
- 4) Your delay in delivering the goods against Order No 1225 caused us considerable inconvenience.
- 5) We are surprised that you have not yet delivered the goods against Order No 1225.
- 6) We must insist on your unconditional guarantee that the goods will be delivered at the end of September.
 - 7) We refuse to accept the goods on the ground of late delivery.

2

- 1) We are very sorry that you have to complain of delay in delivery of the goods.
- 2) We ask you to accept our apologies for the delay and the inconvenience you have been caused.
- 3) We apologize for the delay and trust that you have not been caused any serious inconvenience.
 - 4) The delay in delivery occurred through no fault of ours.
- 5) The great pressure of orders for these goods has made it impossible for us to deliver the goods in August.

Exercises

Exercise 1. Translate the letter from English into Russian.

July 15, 19...

Black & Co., London

Dear Sirs,

Re: Order No 235

Further to our letter dated June 30, 19... we are writing to you to express our deep concern about the delay in delivery of consignment under the above Order.

You will remember that when we sent you our Order we pointed out that timely delivery was most essential.

We are taking this opportunity to remind you that lately we have had numerous complaints from our clients who find fault with the packing of your goods.

We are sure that you are well aware of our previous claims. Therefore we expect you to take urgent steps to speed up the delivery of the above consignment and to give instructions to your packing department to take more care of inside packing of the goods.

Yours sincerely

Exercise 2. Translate the sentences into Russian.

- 1) When we sent you our order we pointed out that early delivery of the goods was absolutely necessary.
 - 2) We urged on you the importance of the time factor.
- 3) The delivery time was clearly stated on our order and your acceptance.
- 4) In your acknowledgement of our order you stated that the consignment would be dispatched within two weeks and we are therefore very surprised that we have had no advice of dispatch (уведомление об отправке груза) yet.
- 5) We are at a loss to understand why we have not heard from you.
- 6) We are still without your advice of dispatch of the cameras; we are receiving urgent requests from customers and you will understand that this delay places us in an awkward position.
- 7) You will remember that it was agreed the goods would be shipped in time to arrive here by the end of month.
- 8) Our stocks may become too low for us to be able to cope with the Christmas trade.
- 9) We must ask you to dispatch the consignment immediately, if you have not already done so, and in any case please inform us by cable what the position is.
- 10) We hope to hear from you by return that the consignment is on its way.

Exercise 3. Translate the following from English into Russian.

1) Please refer to our Order No 57/12 for machine-tools which you advise would be delivered by October 27.

Unless this order arrives by November 5, we shall have to cancel, as we cannot wait any longer for delivery.

We are sure you understand our position and will take all possible steps to ensure that cancellation will not be necessary.

2) We have for acknowledgement your letter of October 31 regarding the late delivery of your Order No 57/12.

This consignment has been held up because of the earthquake; however, we assure you that we are making every effort to get your machine-tools to you and anticipate that delivery should be effected by November 5.

Please accept our apologies for this delay.

3) When we made our order for machine-tools (Order No 43/14) three months ago we did so on the understanding that delivery would be by May 14.

We have not received the machine-tools yet and would appreciate your immediate advice as to when we may expect them.

You have always kept to delivery dates before and this is the first time we have had cause to complain. We have no doubt therefore that you will do your utmost to ensure that our consignment arrives soon.

Vocabulary

to cancel	отменять, аннулировать
cancellation	отмена, аннулирование
to take all possible steps	
to make every effort	делать все возможное
to do one's utmost	
a hold-up	задержка
to hold-up	задерживать
to keep to delivery dates	соблюдать сроки поставки

Exercise 4. Translate the letter into Russian.

Dear Sirs:

Our Order No VF449766 of July 4, 199...

The goods ordered under this number arrived today in good condition, and your invoice has been checked and found correct.

However, we have to point out that these articles were ordered subject to their arriving here by the end of August. Since they did not reach us until September 14, we have been hard pressed to meet our commitments to our own customers.

As you will no doubt understand, a recurrence of this situation could well result in our customers placing orders elsewhere, and this is a risk we are unwilling to take. We must, therefore, insist that you observe delivery deadlines for future orders.

Yours sincerely

Exercise 5. Translate from Russian into English.

Москва, 15.11.97

Наша ссылка 12/56/78 Англия, Лондон Виктория-стрит, 69 фирме Грин энд Ко

Уважаемые господа!

Несмотря на наши неоднократные телеграммы, мы все еще не имеем от Вас сообщения о дате выхода Вашего судна в море.

Эта досадная задержка в подаче Вами судна лишает нас возможности выполнить контракт и влечет за собой большие

непроизводительные расходы по хранению такого огромного количества зерна.

Мы, к сожалению, вынуждены Вас предупредить, что в случае неполучения от Вас к 20-му с.м. телеграммы о направлении надлежащего судна в порт погрузки, мы будем считать себя свободными от всяких обязательств по контракту, и все расходы и убытки, связанные с нарушением контракта (расходы по хранению и страхованию, разница в цене и т.п.) будут целиком отнесены на Ваш счет.

Надеемся, что Вы поймете всю важность вопроса и примете все зависящие от Вас меры, чтобы дать нам возможность ускорить выполнение контракта.

В ожидании Вашего скорого ответа

ABC

Vocabulary

сообщение о дате выхода	sailing notice
судна в море	
портпогрузки	port of loading, loading port
нарушение контракта	breach (infringement, violation)
	of a contract
	to place smth. to smb.'s charge;
отнести что-либо на чей-	to place smth. to the debit of
либо счет	smb.'s account;
	to charge smth. to smb.'s ac-
	count
досадный	regretful
непроизводительные	unproductive expenses, dead
расходы	costs
зерно	grain

Exercise 6. Translate the following.

1

Уважаемые господа!

Наш заказ № 143, направленный Вам 1 июня, должен был быть доставлен к сегодняшнему дню, но нет никаких призна-

ков товара, хотя наш банк получил документы и мы располагаем Вашим уведомлением об отправке груза.

Мы обещали нашим заказчикам поставить товар до 5 июля и сейчас мы поставлены в очень неловкое положение, когда вынуждены сообщить им, что пока не имеем товара в своем распоряжении.

Просим сообщить нам причину задержки.

С уважением

2

Dear Sirs:

We acknowledge receipt of your letter of July 5 regarding the non-arrival of your consignment of textiles.

We have been in touch with our forwarding agents, who inform us that your three cases were unloaded in error at Hamburg and are waiting transshipment to your port.

Agents there have been instructed to send the cases forward by the earliest shipping opportunity, which we understand to be the m.v. BATTENBERG, e.t.a. your port July 10.

We apologize for the inconvenience caused to both you and your customers through this error.

Yours sincerely

Vocabulary

forwarding agents	экспедиторы
to be in touch	связываться с кем-либо
transshipment	перегрузка, перевалка
e.t.a. (estimated time of arrival, expected time of arrival)	ожидаемое время прибытия

Lesson 3. Claims connected with delivery of damaged or substandard goods

Expressions used in connection with damaged or substandard goods

1

- 1) We regret to inform you that the examination of the goods shipped by M.V. "Vera" against Contract No 1250 has shown that they are not in accordance with the contract specification.
- 2) The goods shipped by you in execution of our Contract No 1500 do not correspond with the sample on the basis of which the Contract was signed.
- 3) We have received serious complaints from our clients with regard to the machine shipped by you against Contract No 142.
- 4) We regret having to complain of some grave defects in the machine delivered by you in execution of our Order No 1682.
- 5) We have examined the goods in the damaged cases and find that we cannot use them.
 - 6) The goods are inferior to the sample.
- 7) Failing your acceptance of our offer the claim will be submitted to Arbitration.
- 8) We are making a claim on you for inferior quality of the goods as follows...
- 9) We opened at random a number of cases which showed no sign of damage on the outside and found that the contents were badly damaged.
 - 10) We estimate that the damage amounts to...

2

- 1) We regret to hear that the goods dispatched in execution of your Order No... have not met with your approval.
- 2) We are sorry that you have had trouble with the Grinding Machine delivered against your Order No...

- 3) We suggest that the consignment be examined by experts.
- 4) We have carefully examined your complaint and find that it is apparently due to a misunderstanding.
 - 5) We cannot accept your claim for the following reason:...
- 6) We cannot be responsible for any damage incurred during the transport.
- 7) We hope that you will be satisfied with this explanation and withdraw your claim.
- 8) In the opinion of our expert, \$... would be a fair compensation.
- 9) We feel sure that you will withdraw your claim after a closer examination of the goods.

Vocabulary

a sample	образец (товара)
at random	наугад
damage	зд.: ущерб, сумма ущерба
misunderstanding	зд.: недоразумение
a fair compensation	достаточная компенсация

NOTE:

Note that the following synonymic expressions may be used in the meaning «во время (в процессе) транспортировки»: *during transportation, during transport, in transport, in transit.*

Exercises

Exercise 1. Translate the text from English into Russian.

Dear Sirs:

Following your letter of October 7, we are disappointed to learn that your customers have in any way had an unhappy experience with the quality of our leather.

You complain that it does not meet the Specifications on the basis of which the Contract was concluded. You enclose results of

visual examination and laboratory tests indicating the poor quality of the product. We have carefully studied the material and find your claim justified.

We hope that the complaint will be discussed during our personal meeting and we shall consider to what extent we shall satisfy your claim.

On the other hand we would like to remind you that throughout the period since February we have most carefully fulfilled the orders which we had from you under very adverse conditions and at considerable loss to ourselves.

We have always understood that you were good enough to place great importance to continuity in out mutual relationship. We shall be sorry to know that you are proposing that our association is now ended.

Sincerely yours

Exercise 2. Give the English for:

по контракту; не соответствовать спецификации; выполнять контракт; вынуждены сообщить Вам; образец, на основе которого был заключен контракт; мы получили серьезные претензии от наших клиентов; осмотр товаров показал; признавать претензию обоснованной; мы с огорчением узнали; мы предъявляем Вам претензию по поводу низкого качества товаров; качество товаров не соответствует качеству образца; сумма ущерба составляет; с сожалением мы узнали; товар был поврежден в пути; достаточная компенсация.

Exercise 3. Translate the letters.

1) Dear Sirs:

The 100 electric motors we ordered on July 12 (Order No 734) arrived yesterday. However, on opening the cases we found that 12 motors had been damaged by seawater and seem to be a complete write-off.

We have arranged for Lloyd's surveyor to investigate the extent of the damage and we shall forward his report, together with our claim, as soon as the survey has been held.

In the meantime we would ask you to dispatch a further consignment of 50 motors as soon as possible.

Yours sincerely

2) Report by Surveyor:

Date: July 24, 1997

Place: Warehouse No 10,

Keppel Harbor,

Singapore

For: The Singapore Import Agency,

Kanton Building, Singapore Insurance Policy No 16/2193

Sirs:

I inspected the consignment of 100 electric motors shipped from Tokyo by m.v. MITSUO MARU on July 15, and found twelve of these motors unserviceable owing to the action of salt water over a period of between four to eight days.

I learnt that the cases containing the damaged goods had been stowed at the bottom of Hold No 3 and that a considerable amount of water had been found in this hold. I inspected the hatch-covers and found that the hatch concerned had been covered with a very old tarpaulin, and it was obvious that water had got in by this means. The ship's log confirmed that the weather during the first four days after leaving Tokyo had been stormy with a great deal of rain.

The twelve motors examined are a complete write-off, and their value is 420; however, to this will have to be added 19 to cover the cost of freight of the replacement motors being sent from Tokyo. The total compensation will therefore be 439.

Surveyor...

Vocabulary

a write-off	товары, подлежащие списанию
to write off	списывать (товар)
surveyor	страховой инспектор
a warehouse	склад
a hold	трюм, трюмовой отсек
a hatch	люк
to stow	размещать в трюме или на палубе судна
tarpaulin	брезент
a ship's log	судовой журнал
replacement	замена

Exercise 4. Translate the letter into Russian.

Dear Sirs:

We acknowledge your letter of November 1 regarding the shortage of wolfram your customer advise you on the parcels ex vessel "Stabrovsky". We regret we must decline your claim as the material was delivered on board FOB in the condition as described in the Bills of Lading, which stated that the bags had been repaired. If, in fact, any bags were damaged in loading this would have been noted by the ship's captain and the Bills of Lading would have been claused accordingly. This was not the case and therefore any loss or damage could only have occurred during the voyage or in discharge in Russian port or in transit to final destination.

We accordingly return your debit note and supporting documents in order that you can lodge this claim with the shipping company or your insurers.

Yours sincerely

Vocabulary

a debit note	дебит-нота
ex vessel	с борта судна; доставленный
	судном

NOTE:

FREE ON BOARD (...named port of shipment)

"Free on Board" means that the seller fulfils his obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point.

Exercise 5. Translate the following.

Dear Sirs.

We refer to our Order No 134/A of March 19 for 10/20 litres tins of "Olive Green Synthetic Enamel".

The goods have only just been received, after a delay of 7 days, for which no explanation have been given. Further, one of the tins contains a dark green shade though this is unsuitable, we shall retain it in order to save you inconvenience and expense, but we must insist that in future you devote more care to the execution of our orders.

Yours faithfully

Reply to above:

Dear Sirs.

We have your letter of April 1 and note with regret that you are dissatisfied with the execution of your Order No 134/A of March 19. We apologize for the delay and trust that no serious inconvenience has resulted.

Your order was unfortunately overlooked in the pressure of business, but we assure you that every effort will be made in future to guarantee delivery in accordance with your requirements.

We appreciate the indulgence you have shown in having the unsuitable colour tin, but trust that you will give us an opportunity to supply you with further goods.

Yours sincerely

Exercise 6. Translate the sentences from Russian into English.

- 1) Если Вы не можете гарантировать поставку товара в конце июля, мы будем вынуждены аннулировать заказ.
- 2) Мы снова вынуждены жаловаться на задержку в выполнении наших заказов, которая причиняет нам значительные неудобства.
- 3) Мы получили Ваше письмо от 15 мая и очень сожалеем, что Вам приходится жаловаться на задержку в поставке машин по контракту № 1215.
- 4) Просим Вас принять наши извинения за задержку и заверения, что мы делаем все возможное, чтобы ускорить выполнение Вашего заказа.
- 5) Подтверждаем получение Вашего письма от 5 мая, в котором вы жалуетесь на задержку поставки машин.

Exercise 7. Translate the letter from Russian into English.

Уважаемые господа!

Касательно Вашей рекламации от 7 марта

Мы тщательно изучили Вашу претензию и вынуждены отклонить ее по следующим причинам.

Перед отгрузкой из Одессы товар был осмотрен Вашим представителем, который установил, что качество товара полностью соответствует описанию и спецификации, приложенным к контракту, о чем свидетельствует прилагаемый к настоящему письму акт осмотра, подписанный Вашим представителем.

Ввиду этого мы не можем признать Вашу претензию о предоставлении Вам 50% скидки со стоимости товара на том основании, что качество его якобы ниже качества образца, на основании которого был заключен контракт.

По всей вероятности товар был поврежден в пути или во время выгрузки. Поэтому рекомендуем Вам обратиться с претензией к Страховому обществу.

С уважением,

«Интертрейд Лтд»

Vocabulary

for the following reason
inspection certificate,
survey report,
report of survey
unloading, discharge
to submit a claim to smb.,
to lodge a claim with smb.,
to make a claim on smb.
Insurance Company
allegedly

Exercise 8. Make up a text of a claim in English and in Russian for the following situation.

Вами была получена партия книг по заказу № 436 с задержкой в 15 дней. Осмотр упаковок, выбранных наугад, показал, что большая часть партии повреждена морской водой. Исходя из этого, вы требуете предоставления вам скидки со стоимости партии в 30%, что составило бы достаточную компенсацию. Вы предупреждаете, что в случае непредоставления вам скидки дело будет передано в арбитраж.

Unit 7 CONTRACT

Lesson 1

Contract is an agreement, enforceable by law, between two or more competent parties (legal entities) to perform or not to perform a specific act or acts for a consideration. A contract may be verbal or written. An offer released by a party becomes a contract, when accepted by the other party. Acceptance may be either in writing or by performance, unless the purchase order requires acceptance thereof to be in writing, in which case it must be thus accepted. Contracts financed with public funds are generally made in writing.

In foreign trade transactions a contract is drawn up to give legal expression to the intentions of the partners and to guarantee that the obligations contained in the contract will be fulfilled.

According to the purpose and contents, contracts can cover: goods, services, licenses, patents, technology and know-how.

Example:

CONTRACT No...

January 15, 19...

London

"Machexport Ltd.", Moscow, hereinafter referred to as the Seller, and British Asbestos Ltd., hereinafter referred to as the Buyer, hereby agree as follows:

1. The Seller has sold and the Buyer has bought asbestos of Russian origin on FOB terms from one of the Baltic ports at the Seller's option. The grades, price and quantity are stated below:

Grade	Quantity in	Price per met-	Time of delivery
	metric tons	ric ton	
		in US dollars	
			in 2-3 lots within 2nd and
			3rd quarters of 19 start-
			ing in the first half of
			May

The price of the goods is understood to be per metric ton, packing included, FOB one of the Russian ports. The quantity is understood to be up to 5% more or less, at the Seller's option.

2. Within 5 days after the receipt of the Seller's notification by cable that the goods are ready for shipment the Buyer shall open by cable with the Bank for Foreign Trade, Moscow, an irrevocable, confirmed and divisible Letter of Credit in favour of the Seller for the full value of the goods. The Letter of Credit is to be valid for 90 days, with the right of extension if required by the Seller. The payment for the goods is to be made in US dollars for 100% of the invoice value of Asbestos on presentation to the Bank for Foreign Trade, Moscow, of the following documents: Invoice in 3 copies, Seller's Certificate of Weight, Set of Bills of Lading.

In the event of devaluation of the US dollar on or before the date of payment under the present Contract both parties have the right to renegotiate the price of the goods.

SELLER BUYER

Vocabulary

hereinafter referred to	в дальнейшем именуемый
hereby agree as follows	заключили настоящий
	контракт о нижеследующем
on FOB terms	на условиях фоб
	(франко-борт)
at the Seller's option	по выбору Продавца
grade	сорт
in metric tons	в метрических тоннах

a lot	партия (товара)
the price is understood to	цена понимается
be per metric ton	за метрическую тонну
notification that the goods	уведомление о готовности
are ready for shipment	товара к отгрузке
Letter of Credit	аккредитив
irrevocable	безотзывный
confirmed	подтвержденный
divisible	делимый
extension	продление
Certificate of Weight	грузовой сертификат
devaluation	девальвация
to renegotiate	повторно обсуждать

Exercises

Exercise 1. Translate the Contract from English into Russian.

Exercise 2. Translate from Russian into English.

- 1) Продавец и Покупатель заключили настоящий Контракт о нижеследующем...
 - 2) Продавец продал и Покупатель купил...
 - 3) Сорта товара, цена и количество указаны ниже.
- 4) Срок поставки: двумя-тремя партиями в течение второго и третьего кварталов 19... г., начиная со второй половины мая.
- 5) Цена товара понимается за англотонну (long ton), включая упаковку; поставка на условиях фоб из одного из российских портов по выбору Продавца.
- 6) Оплата полной стоимости товара производится в долларах США.
- 7) В случае девальвации доллара США обе стороны имеют право повторно обсудить цену на товар.
- 8) Безотзывный и подтвержденный аккредитив открывается на полную стоимость товара.

- 9) Аккредитив открывается в течение 5 дней после получения Покупателем телеграфного уведомления Продавца о готовности товара к отгрузке.
- 10) Аккредитив действителен в течение 90 дней, с правом продления по требованию Продавца.

Exercise 3. Translate the Contract into Russian.

CONTRACT No 5/32

London March 20, 19...

"Machexport Ltd.", Moscow, Russian Federation, hereinafter referred to as the "Buyer", on the one side, and Brown & Co, hereinafter referred to as the "Seller", on the other side, have concluded the present Contract on the following:

CLAUSE 1. Subject

The Seller has sold and the Buyer has bought on f.o.b. terms 20 pumps model MP-3.

CLAUSE 2. Price and Total Amount of the Contract

The price is ... per unit and the total amount of the Contract is.... The price is understood to be f.o.b. London including seaworthy packing, marking, loading on board the ship and stowing. The price is firm and not subject to any alterations.

CLAUSE 3. Delivery Dates

The equipment indicated in Clause 1 of the present Contract is to be delivered on the following dates:...

By the specified dates the equipment is to be manufactured in accordance with the Contract conditions, tested, packed, marked and delivered to the port of London.

The Seller may deliver the equipment prior to the stipulated dates only if there is a written consent of the Buyer.

The date of the clean on board Bill of Lading issued in the name of the Buyer is considered to be the date of delivery.

CLAUSE 4. Terms of Payment

Payment is to be made for collection in US dollars. The following documents are to be presented to the Bank:

- 1. Invoice,
- 2. Clean on board Bill of lading,
- 3. Test Certificate,
- 4. Insurance Policy,
- 5. Packing List,
- 6. Export License.

Exercise 4. Using the text of ex. 3 give the English for:

маркировка; предмет контракта; оговаривать; чистый бортовой коносамент; упаковочный лист; платеж в форме инкассо; страховой полис; акт испытаний; изменениям не подлежит; погрузка и штивка; дата коносамента считается датой поставки; выписанный на имя; пригодный для морской перевозки; статья (раздел); письменное согласие Покупателя; экспортная лицензия; общая стоимость Контракта.

Lesson 2. General Conditions and Terms of Delivery and Payment

Example

General Conditions and Terms of Delivery and Payment

1. The goods are considered delivered by the Seller and accepted by the Buyer:

in respect of quality — as per the quality stipulated in the Quality Certificate issued by the manufacturer;

in respect of quantity — as per the quantity of packages and the weight indicated in the Bill of Lading.

2. The date of the Bill of Lading is considered as the date of delivery.

3. The Seller undertakes to insure the goods to the full value of the invoice against all risks.

The terms of the transport insurance can be extended only at the Buyer's request and for his account.

- 4. The Seller should advise the Buyer of the shipments effected by cable or airmail.
- 5. Payment for the delivered goods is to be effected by an Irrevocable Confirmed Letter of Credit opened by the Buyer in the Seller's favour with a bank correspondent to Vnesheconombank.

The Letter of Credit is to be opened within 10 days upon receipt of the Seller's notification of the readiness of the goods for shipment, to be valid for 90 days and to cover full value of the goods ready for shipment.

The Letter of Credit should fully conform to the terms of the present Contract and stipulate partial shipments.

Payment against the Letter of Credit should be made against the following documents submitted by the Seller to Vnesheconombank of the Russian Federation:

- a) Invoice in triplicate;
- b) Full set of Bills of Lading;
- c) Specification in triplicate.

All expenses connected with the opening and eventual prolongation of the Letter of Credit as well as all banking charges relevant to the opening and use of the Letter of Credit are to be borne by the Buyer.

In case of delay in the opening of the Letter of Credit the Seller has the right to refrain from shipment or cancel the Contract.

Vocabulary

to stipulate	оговаривать
in respect of	в отношении
against all risks	зд.: на все случаи
to effect payment	осуществлять платеж
correspondent	зд.: корреспондентский
to conform	соответствовать
prolongation	продление
to refrain	воздерживаться

Exercises

Exercise 1. In part B find equivalent Russian expressions for the English expressions given in part A:

A. in respect of quality; indicated in the Bill of Lading; for the Buyer's account; the Seller should advise the Buyer by cable; shipments effected; the Seller's notification of the readiness of the goods for shipment; to cover full value of the goods; to conform to the terms of the present Contract; to stipulate partial shipments; payment should be made against the following documents; eventual prolongation of the Letter of Credit; banking charges relevant to the opening of the Letter of Credit.

В. соответствовать условиям настоящего Контракта; произведенная отгрузка товаров; платеж осуществляется по предъявлении следующих документов; в отношении качества; предусматривать отгрузку товара партиями; уведомление о готовности товара к отгрузке; Продавец извещает Покупателя телеграммой; указанный в коносаменте; покрывать полную стоимость товара; возможное продление аккредитива; за счет Покупателя; банковские расходы, связанные с открытием аккредитива.

Exercise 2. Translate the text "General Conditions and Terms of Delivery and Payment".

Exercise 3. Translate from Russian into English.

- 1) Дата коносамента считается датой отгрузки.
- 2) Условия страхования могут быть расширены по требованию Покупателя и за его счет.
- 3) Продавец осуществляет страхование товара на полную стоимость и на все случаи.
- 4) Аккредитив открывается в течение 10 дней после получения уведомления Продавца о готовности товара к отгрузке.

- 5) Платеж за поставленный товар осуществляется по безотзывному подтвержденному аккредитиву.
- 6) Продавец извещает Покупателя о произведенной отгрузке телеграммой.
- 7) Аккредитив должен полностью соответствовать условиям настоящего Контракта и предусматривать отгрузку товара партиями.
- 8) В случае задержки открытия аккредитива Продавец имеет право воздержаться от отгрузки товара или расторгнуть Контракт.
- 9) Все расходы, связанные с открытием и возможным продлением аккредитива, а также использованием аккредитива, относятся на счет Покупателя.

Exercise 4. Using the information given below make up a text of a contract: a) in Russian; b) in English:

Место подписания контракта — Нью-Йорк.

Дата: 23 января 1997 г.

Покупатель: торговая фирма «Весна».

Продавец: фирма «Хатсон энд Ко».

Товар: мужские костюмы модели А-480/м.

Количество: 1000 штук.

Цена: 82 доллара США за единицу товара.

Срок поставки: первый и второй кварталы 1997 г.

Условия поставки: поставка осуществляется тремя партиями: первая партия в 200 штук — в первом квартале 1997 г., вторая и третья партии, по 400 штук каждая, — во втором квартале 1997 г.

Платеж: платеж в долларах США, форма платежа — по безотзывному подтвержденному аккредитиву. Срок открытия аккредитива — 10 дней после получения уведомления о готовности товара к отгрузке.

Платеж производится по предъявлении продавцом следующих отгрузочных документов: счет-фактура в трех экземплярах, коносамент, упаковочный лист, заводской сертификат качества.

Поставка: на условиях сиф Санкт-Петербург.

Exercise 5. Translate the following using a dictionary, if necessary:

- 1) The quality of the goods sold under the present Contract shall be in full conformity either with the State standards existing in Russia or with the technical conditions ruling at the manufacturing works.
- 2) The goods shall be secured and properly packed to withstand both overseas and overland transport as well as transhipment. Each package shall be provided with marking showing the place of destination, name of Consignee, description of goods, contract number, case number, gross and net weight.
- 3) Should the Buyer fail to open the Letter of Credit in time, he is to pay the Seller a fine for each day of the delay, but not more than for 20 days, at the rate of 0.1 percent of the amount of the Letter of Credit and in that case the Seller shall have the right to not to load the tanker until the Letter of Credit has been opened. Should the delay in the opening of the Letter of Credit exceeds 20 days, the Seller shall have the right to refuse to deliver the goods which were to be paid for out of this Letter of Credit.
- 4) The Seller is to inform the Buyer by cable or telex not later than 5 days before the starting of loading of the name and capacity of the tanker, the date and port of shipment of the goods. Furthermore, the Captain is to advise the Buyer or his agent by cable of the forthcoming arrival of the tanker at the port of discharge 4 days before her arrival. The Seller has the right to substitute one tanker for another informing the Buyer thereof by cable or telex.
- 5) In case of non-conformity of the quality of the goods actually delivered by the Seller with the Contract specification, any claim concerning the quality of the goods may be presented within two months of the date of delivery. No claim shall be considered by the Seller after expiration of the above period. No claim presented for one lot of the goods shall be regarded by the Buyer as a reason for rejecting any other lot of the goods to be delivered under the present Contract.

Lesson 3.

Contract for Sale/Purchase of Goods

Example 1

CONTRACTNo	KOHTPAKT№
PTA "Nika", Nizhny Novgorod, Russian Federation, hereinafter referred to as the Seller, on the one part, and, hereinafter referred to as the Buyer, on the other part, have concluded the present Contract to the following effect:	город, Российская Федерация, именуемая в дальнейшем «Продавец», с одной стороны, и, именуемый в дальнейшем «Покупатель», с другой стороны,
1. SUBJECT MATTER OF THE CONTRACT	1. ПРЕДМЕТ КОНТРАКТА
1.1. The Seller has sold and the Buyer has bought f.o.b. Odessa (Incoterms ICC 1990) in the amount of about 12 (twelve) tons as per Specifications (Appendix No 1). The above Specifications form an integral part of the present Contract.	патель купил на условиях фоб г. Одесса (Инкотермс МТП 1990) в количестве около 12 (двенадцати) тонн согласно Спецификации (Приложение № 1).
2. PRICE AND TOTAL AMOUNT	2. ЦЕНА И ОБЩАЯ СТО- ИМОСТЬ
2.1. Price per ton US dollars. Prices to be firm for the whole period of the Contract.	долларов США. Цены
2.2. Total amount of the Contract — approximately US	тракта.

dollars.

тракта — около _____ долларов США.

3. TERMS OF PAYMENT

3. УСЛОВИЯ ПЛАТЕЖА

- livered under the present Con- ляемый по настоящему Конtract shall be made by the Buyer тракту, производится Покупаin US dollars against the follow- телем в долларах США против ing set of documents in the следующих документов на ин-Buyer's bank:
- 3.1. Payment for the goods de- 3.1. Платеж за товар, поставкассо в банке Покупателя:

а) бортовой коносамент — 1

б) счет Продавца — 1 ориги-

в) сертификат качества Про-

for collection:

- a) Bill of Lading 1 original оригинал и 1 копия; and 1 copy;
- b) the Seller's Invoice 1 orig- нал и 1 копия; inal and 1 copy;
- c) the Seller's Certificate of давца 1 оригинал и 1 ко-Quality — 1 original and 1 пия. copy.

4. DATES OF DELIVERY 4. СРОКИ ПОСТАВКИ

No 1 shall be delivered within жению № 1, должны быть по-50 days after the date of signing ставлены в течение 50 суток the Contract. Date of delivery is со дня подписания Контракта. understood as date of Bill of Датой поставки считается да-Lading.

4.1. The goods as per Appendix 4.1. Товары, согласно Прилота бортового коносамента.

5. LIABILITIES

5. ОТВЕТСТВЕННОСТЬ СТОРОН

livery when the Seller fails to ставки товара в сравнении со meet the date stated in the Con- сроком, указанным в Контракtract the Seller is to pay to the те, Продавец выплачивает По-

5.1. In the event of delay in de- 5.1. В случае задержки по-

Buyer the penalty according to a купателю конвенциональный convention provided there is no штраф, если при этом исклюmore than 10%.

infringement of other rights of чены нарушения других прав the Buyer concerning the delay Покупателя, связанных с заin delivery. This penalty accord- держкой поставки. Этот конing to a convention is at the rate венциональный штраф составof 0.5% for every calendar ляет 0,5% за каждую каленweek of the delay within the дарную неделю задержки — в first 4 weeks and 1% for every первые четыре недели и 1% за subsequent calendar week of the каждую следующую каленtotal Contract value but not дарную неделю задержки от общей стоимости Контракта, но не более 10%.

6. PACKING, MARKING, SHIPMENT

6. УПАКОВКА, МАРКИ-РОВКА, ОТГРУЗКА

- container.
- 6.2. Packing of the goods 6.2. Упаковка отгружаемых conditions for the goods while сохранность товаров ing.
- of the Buyer:
- number of the Contract;
- number of Bill of Lading and номер бортового коноса-Container;
- total number of consign- общее количество мест; ments;
- gross weight;
- net weight.

- 6.1. Sacks of 25 kg in a 20-feet 6.1. Мешки по 25 кг 20-футовом контейнере.
- shipped should provide proper товаров должна обеспечивать shipment, loading and unload- транспортировке и при погрузочно-разгрузочных работах.
- 6.3. Immediately after shipment 6.3. Немедленно после отof the goods the Seller should грузки товара Продавец обяsend by telex or fax the follow- зан сообщить телексом или ing information to the address факсом в адрес Покупателя следующую информацию:
 - номер Контракта;
 - мента и контейнера;

 - вес брутто;
 - вес нетто.

6.4. Shipment shall be made to	6.4. Отгрузка производится в
the address	адрес:

7. QUALITY

7. КАЧЕСТВО

7.1. The quality of the goods is 7.1. Качество товара должно Quality issued by the plant or или гарантийным by the Seller's Letter of Guaran- Продавца. tee

to be in strict conformity with отвечать техническим нормам the technical data of the manu- завода-изготовителя и подfacturing plant and must be con- тверждаться сертификатом firmed by the Certificate of качества завода-изготовителя

8. ACCEPTANCE

8. ПРИЕМКА

ing to quantity stated in the но накладной. waybill.

8.1. The goods are to be consid- 8.1. Товар считается переданered as delivered by the Seller ным Продавцом и принятым and accepted by the Buyer: ас- Покупателем: по качеству, cording to quality stated in Cer- согласно сертификату качеtificate of Quality of the manu- ства завода-изготовителя или facturing plant or in the Seller's гарантийному письму Про-Letter of Guarantee and accord- давца, и в количестве соглас-

9. GUARANTEE

9. ГАРАНТИЯ

9.1. Should any shortage be 9.1. В случае обнаружения found in the goods delivered or недовеса в поставленных тоshould the quality of the goods варах или несоответствия каbe found not to correspond to чества товаров техническим the technical conditions of the условиям Контракта, в тече-

Contract the Buyer shall have ние 30 дней с даты получения

the right to submit a claim to the товара в порту назначения Seller within 30 days from the Покупатель Seller the documents substanti- кументы, prove to be justified, the Seller тензия окажется tween the Parties. Ways of чение кратчайшего compensation, such as recovery установленного Parties

имеет date of receipt of the goods in предъявить претензию Проthe port of destination. In this давцу. В этом случае Покупаcase the Buyer shall send to the тель направляет Продавцу доподтверждающие ating the claim compiled with претензию, которые составthe participation of a representa- лены при участии представиtive of a neutral, competent or- теля нейтральной компетентganization. Should the claim ной организации. Если преshall compensate for shortage or ванной, Продавец компенсиfaulty goods within the least рует недопоставленные либо possible time to be fixed be- некачественные товары в тесторонами. of short shipped quantity, re- Способы компенсации, такие placement of faulty goods free как возмещение недостающеof charge or reimbursement of го количества, замена некачеtheir value, shall be determined ственных товаров бесплатно by negotiations between the или возмещение их стоимости, определяются в результате переговоров между обеими сторонами.

10. FORCE MAJEURE

10. ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ

plete or partial fulfilment by any выполнению частично quake, the time stipulated for землетрясение, — срок tended for the corresponding время. Если обстоятельства,

10.1. Should any circumstances 10.1. При возникновении обarise which prevent the com- стоятельств, которые мешают of the Parties of their respective полностью своих обязательств obligations under this Contract, по Контракту одной из сторон, namely: fire, flood or earth- a именно: пожар, наводнение, the fulfilment of the obligations полнения обязательств переunder the Contract will be ex- носится на соответствующее these force-majeure circum- них. stances in due time it deprives it of the right to refer to these circumstances.

11. ARBITRATION

agreements arising out of the споров или разногласий, выpresent Contract or in connec- текающих tion with it the Parties shall do Контракта или связанных с their utmost to settle such dis- ним, стороны примут все ме-

period of time. If the above cir- упомянутые выше, продлятся cumstances continue to be in более 4 месяцев, каждая из force for more than 4 months сторон имеет право отказатьeach Party will have the right to ся от дальнейшего выполнеrefuse any further fulfilment of ния своих обязательств, при the obligations under the Con- этом ни одна из сторон не tract and in such case neither of имеет права требовать от друthe Parties will have the right to гой стороны возмещения возmake a demand upon the other можного ущерба. Сторона, Party for compensation of any для которой стало невозможpossible losses. The Party for ным выполнение своих обязаwhom it becomes impossible to тельств по Контракту, немедmeet its obligations under the ленно и не позднее чем в те-Contract will immediately but чение 10 дней сообщает друnot later than 10 days advise the гой стороне о сложившихся other Party as regards the be- обстоятельствах и событиях. ginning and cessation of the cir- Справки, выданные Торговой cumstances preventing the ful- палатой страны Покупателя filment of its obligations. Certif- или Продавца, являются доicates issued by the respective статочным доказательством Chambers of Commerce of the возникновения подобных об-Seller's or the Buyer's country стоятельств и их продолжиwill be sufficient proof of such тельности. Если сторона не circumstances and their dura- сообщит или несвоевременно tion. In case any of the Parties сообщит о возникновении обfail to inform the other Party of стоятельств форс-мажор, это the beginning or cessation of лишает ее права ссылаться на

11. АРБИТРАЖ

11.1. In case of disputes or dis- 11.1. В случае возникновения ИЗ настоящего recource to commercial courts ленной ties.

12. OTHER CONDITIONS

- 12.1. Neither of the Parties shall 12.1. Ни одна из сторон не and obligations under this Con-права и обязанности are to be borne by the Buyer.
- Parties.
- 12.3. After signing of the pre- 12.3. После подписания данsent Contract all previous nego- ного Контракта теряют силу

pute or disagreement in any am- ры к урегулированию такого icable way. If no settlement is спора или разногласия дружеachieved the dispute or disa- ственным путем. Если соглаgreement is subject to consider- сие не будет достигнуто, спор ation and final settlement by the или разногласие подлежат Arbitration Court of Chamber рас-смотрению и окончательof Commerce of the Russian ному решению Арбитражным Federation, Moscow, without судом при Торгово-промышпалате Российской or courts of justice. The ruling Федерации, Москва, причем of the said Arbitration shall be обращения в юридические final and binding upon both Par- или коммерческие инстанции исключаются. Решение Арбитража окончательно и обязательно для обеих сторон.

12. ПРОЧИЕ УСЛОВИЯ

- have the right to assign its rights имеет права передавать свои tract to any third Party without a настоящему Контракту третьwritten consent of the other Par- ему лицу без письменного соty. All bank charges in the гласия другой стороны. Все Seller's country are to be borne банковские расходы на терриby the Seller and all bank тории страны Продавца отноcharges in the Buyer's country сятся на счет Продавца, на территории страны Покупателя — на счет Покупателя.
- 12.2. All amendments and addi- 12.2. Изменения и дополнеtions to the present Contract are ния к настоящему Контракту valid only if they are made in действительны лишь тогда, writing and signed by duly au- когда они оформленны письthorized representatives of both менно и подписаны полнопредставителями мочными обеих сторон.

sidered null and void.

tiations and correspondence be- все связанные с ним предыtween the Parties shall be con- дущие переговоры и корреспонденция.

12.4. The present Contract has 12.4. Настоящий Контракт been signed in Nizhny Novgo- подписан в г. Н. Новгороде в rod in two copies, one for each двух экземплярах на русском Party, in Russian and in Eng- и английском языках, причем lish, both texts being equally оба текста имеют одинаковую valid and consisting of 4 pages силу и содержат вместе с including Appendix.

приложением 4 страницы.

13. LEGAL ADDRESSES

13. ЮРИДИЧЕСКИЕ АДРЕСА СТОРОН

SELLER: ПРОДАВЕЦ:

BUYER: ПОКУПАТЕЛЬ:

Exercises

Exercise 1. Read the text of the Contract and give the English for:

стороны заключили настоящий Контракт о нижеследующем; являться неотъемлемой частью настоящего Контракта; датой поставки считается дата бортового коносамента; конштраф венциональный штраф; В размере; погрузочноразгрузочные работы; завод-изготовитель; технические нормы; гарантийное письмо Продавца; нейтральная компетентная организация; документы, подтверждающие претензию; возмещение недостающего количества; замена некачественных товаров бесплатно; возмещение стоимости товаров; обстоятельства непреодолимой силы; урегулировать спор дружественным путем; споры или разногласия, вытекающие из настоящего Контракта или связанные с ним; подлежать рассмотрению и окончательному решению; третье лицо; передавать права и обязанности по Контракту; банковские расходы; полномочные представители сторон; терять силу (быть недействительным); юридический адрес.

Exercise 2. Translate the sentences into English.

- 1) В случае задержки поставки товара Продавец выплачивает конвенциональный штраф, если при этом исключены нарушения других прав Покупателя, связанные с задержкой поставки.
- 2) В случае обнаружения недовеса в поставленных товарах или несоответствия качества товаров техническим условиям Контракта Покупатель имеет право предъявить претензию Продавцу.
- 3) Если претензия окажется обоснованной, Продавец компенсирует недопоставленные либо некачественные товары.
- 4) При возникновении обстоятельств, которые мешают выполнению обязательств по Контракту одной из сторон, срок выполнения обязательств переносится на соответствующее время.
- 5) Если сторона не сообщит или несвоевременно сообщит об обстоятельствах форс-мажор, это лишает ее права ссылаться на них.
- 6) В случае возникновения споров или разногласий, вытекающих из настоящего Контракта или связанных с ним, стороны примут все меры к урегулированию такого спора или разногласия дружественным путем.

Exercise 3. Translate the following into Russian using a dictionary, if necessary:

1) The Seller is to insure the goods for his account against all usual marine risks with Ingosstrakh of Russia for the amount of the invoice value of the goods plus 10 per cent. The goods may be insured against war and other risks upon special request of the Buyer and for the Buyer's account. The Insurance Policy or Certificate of

Ingosstrakh of Russia is to be made out in the name of the Buyer or another person according to his instructions and is to be sent together with the other shipping documents.

- 2) Should any circumstances arise which prevent the complete or partial fulfilment by any of the parties of their respective obligations under this Contract, namely: fire, ice conditions or any other acts of the elements, war, military operations of any character, blockade, prohibition of export or import or any other circumstances beyond the control of the parties, the time stipulated for the fulfilment of the obligations shall be extended for a period equal to that during which such circumstances last.
- 3) Any dispute or difference which may arise out of or in connection with the present Contract shall be settled, without recourse to courts of law, by the Foreign Trade Arbitration Commission of the Russian Chamber of Commerce in Moscow in accordance with the Rules for Procedure of the said Commission. The awards of this Arbitration shall be considered final and binding upon both parties.
- 4) All taxes, customs and other dues connected with the conclusion and fulfilment of the present Contract, levied within Russia, except those connected with the Letter of Credit, to be paid by the Seller, and those levied outside Russia to be paid by the Buyer.
- 5) The Supplier guarantees that the goods are in all respects in accordance with the description, technical conditions and specifications of the order, that they are free from defects in material, design and workmanship and they conform to the Supplier's highest standards. Should the goods prove defective during the period of 12 months from the date of putting the machine, equipment or instruments into operation but not more than 18 months from the date of shipment, the Supplier undertakes to remedy the defects or to replace the faulty goods delivering them c.i.f. Baltic or Black Sea port at the Buyer's option, free of charge, or to refund the value of the goods paid by the Buyer.

Lesson 4. Contract for Sale/Purchase of Goods (Continued)

The following articles may be included into a contract:

Packing and Marking

- 1. The equipment is to be shipped in export packing corresponding to the nature of each particular type of the equipment.
- 2. The packing is to secure the full safety of the goods from any kind of damage and corrosion during its transportation. The goods are to be packed so as not to allow for their free movement inside the package when it changes its position.
- 3. The Seller shall be responsible to the Buyer for any damage to the goods owing to the improper packing.
- 4. Should separate parts of equipment exceed the overall dimensions, permitted for the transportation by railway, the Seller is to agree upon such dimensions of the cases with the Buyer before manufacturing the equipment.
- 5. The cases in which the equipment is packed are to be marked on three sides on two opposite sides and on the top of the case.
- 6. The marking shall be clearly made with indelible paint both in _____ and in the Russian languages, stating as follows:

Contract No

Trans No

Case No

Net weight

Gross weight

Dimensions of the case in cm (length, width, height)

- 7. The packages for which special handling is required shall have additional marking: "Handle with care", "Top", "Do not turn over".
- 8. On oversize and heavy packages as well as on the cases the height of which exceeds one meter and/or the weight exceeds 500 kg three must be shown the center of gravity on each package with the indelible paint by the mark + and the letters ЦТ.

9. The Seller is responsible for additional transport and storage charges incurred due to the dispatch to a wrong address caused by improper or incorrect marking.

Export Licence

- 1. The Seller will take care of and bear all the expenses connected with obtaining the necessary licence for the exportation of the goods under the present Contract to the RF. Not later than the signing of the Contract the Seller is to advise the Buyer if the export licence is granted.
- 2. In case the Seller is unable to obtain the export licence or the export licence is revoked by the appropriate authorities of the Seller's country before the end of deliveries or should its validity expire, the Buyer has the right to cancel the Contract wholly or partially.
- 3. Should the Contract be cancelled the rights and the obligations of the Parties are to be defined in conformity with Clause...

Insurance

- 1. The Buyer shall take care of and cover expenses for insurance of the goods with Ingosstrakh RF from the moment of their dispatch from the Seller's works up to the moment of arrival of the same at the Buyer's works.
- 2. The expenses for insurance from the Seller's works up to the moment of loading at the rate of ____% of the insurance amount are to be charged to the Seller's account and deducted from the Seller's invoices at the time payments are effected.
- 3. Insurance within the whole period of transportation and transhipment will be effected on the conditions of «Responsibility for Particular Average» according to item 2, paragraph 2 of the «Rules of Transport Insurance of the Goods», Ingosstrakh, including damages to the goods caused by cranes, oil, fresh water (excluding moistening) and by other cargo, breakage, theft of the whole cases or their parts and non-delivery of cases in all the above mentioned circumstances independent of a degree of the damage.

4. Within	_ months upon signing the Contract the Buyer
is to send to the Sel	ler the Insurance Policy issued in the name of
the Seller covering is	nsurance of the goods from the Seller's works
up to f.o.b. port of	

Vocabulary

indelible paint	несмываемая краска
«Handle with care»	«Осторожно»
«Do not turn over»	«Не кантовать»
oversize package	негабаритное место
heavy package	тяжеловесное место
storage charges	складские расходы
«Responsibility for Particu-	«С ответственностью
lar Average»	за частную аварию»
«Rules of Transport	«Правила транспортного
Insurance of the Goods»	страхования грузов»
breakage	поломка

Exercises

Exercise 1. Read the text above and give the English for:

экспортная упаковка; обеспечивать полную сохранность груза; повреждение вследствие ненадлежащей упаковки; габаритные размеры; аннулировать экспортную лицензию; компетентные органы; страховая сумма; удерживаться при оплате счетов; процент повреждения.

Exercise 2. Translate the sentences from Russian into English.

- 1. Упаковка должна обеспечивать полную сохранность груза от всякого рода повреждений и коррозии.
- 2. Ящики, в которых упаковано оборудование, маркируются с трех сторон на двух противоположных боковых сторонах и сверху ящика.
 - 3. Маркировка наносится четко, несмываемой краской.

- 4. Места, требующие специального обращения, имеют дополнительную маркировку «Осторожно» и «Не кантовать».
- 5. На каждом грузовом месте расположение центра тяжести указывается знаком + и буквами ЦТ.
- 6. Продавец возмещает дополнительные складские расходы, возникшие в связи с поставкой оборудования по неправильному адресу.
- 7. Если до окончания поставки экспортная лицензия аннулируется компетентными органами, Покупатель имеет право расторгнуть контракт полностью или частично.
- 8. Покупатель принимает на себя заботы и расходы по страхованию товара в Управлении иностранного страхования РФ (Ингосстрах).
- 9. ___% страховой суммы относятся на счет Продавца и удерживаются Покупателем при оплате счетов за оборудование.
- 10. Страхование распространяется на случаи повреждения грузов кранами, маслом, пресной водой (исключая отпотевание) и другими грузами.

Exercise 3. Translate the text above into Russian.

Exercise 4. Translate the following into English.

Продавец осуществляет страхование товаров, поставляемых на условиях СИФ, Болгарский порт, против обычных морских рисков в Ингосстрахе, в соответствии с «Правилами транспортного страхования». Страхование производится на всю стоимость товара на условиях «от всех рисков».

Все претензии, которые могут возникнуть в связи с утратой и повреждением товара во время транспортировки, должны разрешаться Продавцом непосредственно с Ингосстрахом.

Любой риск утраты или повреждения товара переходит с Продавца на Покупателя с момента погрузки товара на борт судна в порту погрузки.

Lesson 5. Contract for Sale/Purchase of Goods (Continued)

Example 2

CONTRACT

This Contract has been made and entered into at New Delhi (India) on the 3rd September, 1990,

BETWEEN

OIS-OM INTER SERV PVT LTD W-499 Greater Kailash Road. New Delhi — 110048 India.

represented by its Chairman, Mr. Mohan SHAH, hereinafter called the "PURCHASER",

AND

R.A.M.A., 18 Rue Jean Goujon, 25008 PARIS (France),

represented by its Managing Director, Mr. Philippe DURAND, hereinafter called the "SELLER".

WHEREAS:

- (1) The Government of India is planning the implementation of a program involving the design, the engineering, the supply, the construction, the installation and the commissioning of various educational TV rural schemes.
- (2) The PURCHASER has been selected and appointed by the GOI to execute and carry out work in relation to this project and awarded an open general import license No 90/KL/M/72309 G on 19.07.1990.

(3) The SELLER has submitted an offer to the PURCHASER on 27.02.1990 for supply of miscellaneous equipment (hereinafter referred to as the "EQUIPMENT") in relation to this project.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (1) In this Contract words and expressions shall have meanings assigned to them, except where the context otherwise requires.
- (2) The PURCHASER and the SELLER when intended to be referred to together are hereinafter called the "Parties".
- (3) In consideration of the payment to be made by the PUR-CHASER to the SELLER as hereinafter mentioned, the SELLER covenants with the PURCHASER to supply the EQUIPMENT in conformity in all respects with the provisions of his offer dated 27.02.1990.
- (4) The PURCHASER hereby covenants to pay the SELLER in consideration of the supply of the EQUIPMENT the Contract price at the times and in the manner prescribed hereinafter.
- (5) The present Contract will come into force when all of the following conditions shall be complied with by the PARTIES:
 - Signature of the present Contract by the PARTIES,
- Receipt by the SELLER of the Letter of Credit opened by the PURCHASER in accordance with clause 5 hereafter.

AGREED:

(1) THE EQUIPMENT

1,350 — (One thousand three hundred and fifty) — Black and White Receivers adapted and tuned to Indian standards (5,5 MHZ), as per technical specifications, operating procedures and drawings attached hereto, which shall be deemed to form and read and construe as part of this Contract.

Individual packing for airshipment, including 2 silica gel bags (200 grs. each).

Spare parts as per list attached hereto, which shall be deemed to form and read and construe as part of this Contract.

The SELLER guarantees that all the EQUIPMENT (including spare parts) supplied under this Contract is free from defects. Such

a guarantee is limited to a period (hereinafter called the "THE DE-FECT LIABILITY PERIOD") of 18 months as from the date of dispatch from France or 12 months as from the date of commissioning on site, whichever is the earliest.

If any such defect shall appear during the DEFECT LIABILITY PERIOD, the PURCHASER shall forthwith inform the SELLER, stating in writing the nature of the defect. The SELLER undertakes to make good such defect by repairing or replacing at his own option and cost the defective part(s).

The PARTIES agree that the DEFECT LIABILITY PERIOD will not be extended by a period equal to the period during which the EQUIPMENT cannot be used by reason of that defect, nor will the repair and/or replacement of defective parts give rise to an extension of the DEFECT LIABILITY PERIOD for said parts.

The SELLER will not be liable to replacing and/or repairing any defective part(s) of the EQUIPMENT, resulting from causes such as — but not limited to — normal wear and tear, improper use, lack or insufficient maintenance, modifications or repairs carried out without the consent of the SELLER.

Maintenance documentation in English will be supplied in ten copies.

(2) CONTRACT PRICE

1,400 French Francs per receiver (including spare parts), FCA Paris (Charles de Gaulle) AIRPORT (Incoterms ICC 1990). Total contract price: 1,890,000 FF (One million eight hundred and ninety thousand French Francs).

Commercial invoices to be made out in French Francs. Payments to be effected in French Francs.

(3) DELIVERY

Airshipment to be effected not later than 31st October 1990, as per schedule of deliveries attached hereto, which shall be deemed to form and read and construe as part of this Contract.

The PURCHASER shall issue appropriate instructions as to the sipping arrangements not later than 16th October 1990.

Documentation shall be prepared in accordance with the requirements of the Letter of Credit (referred to in Clause 5 hereafter)

to be opened by the PURCHASER in favour of the SELLER and limited to AWB, Commercial Invoices, Packing List, Certificate of Origin.

Should Test Certificates be required, all costs resulting therefrom, shall be borne and paid by the PURCHASER.

(4) LOSS, DAMAGE AND DELAY

Risk of loss and/or damage of the EQUIPMENT, or any part thereof, shall pass onto the PURCHASER upon delivery of the EQUIPMENT or part thereof to the carrier or another person (e.g. freight forwarder) named by the PURCHASER or chosen by the SELLER in the case the PURCHASER fails to give appropriate instructions in this respect, as provided in Clause 3 hereabove. Insurance cover will be taken care of by the PURCHASER at his own cost.

The SELLER shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or another labour difficulty, act of the PURCHASER or of any civil or military authority, insurrection, riot, embargo, vehicle and/or aircraft shortage, wreck or delay in transportation, inability to obtain necessary labour or manufacturing facilities from usual sources, late performance by the SELLER's suppliers, or due to any other cause beyond the SELLER's reasonable control.

In the event of delay in performance due to any such cause, the date of delivery may be postponed for such length of time as may be reasonable, necessary to compensate for the delay and the PURCHASER undertakes to amend accordingly the terms and conditions of the Letter of Credit referred to in Clause 5 hereafter.

(5) PAYMENT

The PURCHASER shall open an irrevocable, transferable, divisible documentary credit in favour of the SELLER. Partial shipments and transhipment allowed.

The Letter of Credit shall be confirmed by a bank in France, preferably BANQUE FRANÇAISE DU COMMERCE EXTERIEUR, Paris, or SOCIETE GENERALE, Paris, and provide for the following terms of payment:

- 20 percent advance payment against submission of a bank guarantee for same amount, to be released upon presentation of the documents called for in the Letter of Credit,
- 80 percent upon presentation of the documents called for in the Letter of Credit.

All bank charges outside India shall be borne by the SELLER.

(6) LANGUAGE AND GOVERNING LAW

The ruling language to which this Contract is to be subject is English.

The rights and obligations of the PARTIES shall be construed, enforced and performed in accordance with the laws of India.

(7) <u>SETTLEMENT OF DISPUTES</u>

All disputes or differences of any kind in connection with or arising out of this Contract (whether before or after its termination, abandonment or breach) which cannot be settled amicably shall, upon any of the PARTIES' giving notice in writing to the other PARTY, be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such rules.

The place of arbitration shall be London (UK). All proceeding and published findings shall be in the English language.

The arbitral award shall be binding on the PARTIES and become enforceable immediately.

IN WITNESS whereof, the PARTIES hereto have executed this Contract in two original copies through their duly authorized representatives, as of the day and year first above written.

For and on behalf of

For and on behalf of

OIS-OM INTER SERV PVT LTD R.A.M.A. S.A.

Vocabulary

commissioning	ввод в эксплуатацию
a general import license	генеральная импортная ли-

	цензия
miscellaneous equipment	различное оборудование
in consideration of	в виде компенсации
in consideration of delivery	в счет поставки (платежа)
(payment)	
to covenant	взять на себя обязательства
hereby	настоящим
to come into force	вступать в силу
to become enforceable	
operating procedures	инструкция по эксплуатации
to be deemed to form, read	являться неотъемлемой
and construe as part of this	частью настоящего контракта
Contract	
silica gel	силикагель
defects	зд.: дефекты и неисправности
the defect liability period	гарантийный срок
forthwith	тотчас, немедленно
to make good defect	устранять дефекты и неис-
	правности
normal wear and tear	естественный износ
maintenance	техническое обслуживание
FCA ("Free Carrier")	условия поставки «франко-
	перевозчик»
a schedule of deliveries	график поставок
AWB (airway bill)	авиатранспортная накладная
Certificate of Origin	сертификат происхождения
a carrier	перевозчик (транспортная
	компания)
documentary credit	документарный аккредитив
a bank guarantee	банковская гарантия
governing law	регулирующее законода-
	тельство
Rules of Conciliation and	Правила примирения
Arbitration	и арбитража
an arbitrator	арбитражный судья, судья ар-
	битража

proceedings	зд.: документы, материалы
in witness whereof	в удостоверение чего

Exercises

Exercise 1. Translate the Contract into Russian.

Exercise 2. Translate from Russian into English:

- 1) Проект включает установку и ввод в эксплуатацию оборудования.
- 2) Продавец берет на себя обязательство поставить Покупателю в счет осуществленного им платежа оборудование в полном соответствии с коммерческим предложением.
- 3) Покупатель осуществляет платеж в сроки и в форме, указанные ниже.
- 4) Настоящий Контракт вступает в силу с момента подписания его сторонами.

NOTE:

- 1. FCA (Free Carrier (... named place)) means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport) the seller may act at the buyer's risk and expense. This term may be used for any mode of transport, including multimodal transport.
- "Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage by rail, road, sea, air, inland waterway or by a combination of such modes. If the buyer instructs the seller to deliver the cargo to a person, e.g. a freight forwarder who is not a "carrier", the seller is

deemed to have fulfilled his obligation to deliver the goods when they are in the custody of that person.

From: Incoterms ICC 1990

- **2. ICC Arbitration.** Contracting parties that wish to have the possibility of resorting to ICC Arbitration in the event of a dispute with their contracting partner should specifically and clearly agree upon ICC Arbitration in their contract or, in the event no single contractual document exists, in the exchange of correspondence which constitutes the aagreement between them. The fact of incorporating one or more Incoterms in a contract or the related correspondence does NOT by itself
- 5) Продавец устраняет дефекты и неисправности путем ремонта оборудования или замены деталей по своему выбору.
- 6) Продавец не несет ответственность за дефекты и неисправности, возникающие вследствие недостаточного техобслуживания или его отсутствия.
- 7) Коммерческие счета-фактуры выписываются на французском языке.
- 8) Отгрузка авиатранспортом осуществляется согласно графику отгрузки, который является неотъемлемой частью настоящего Контракта.
- 9) Риск потери или повреждения оборудования переходит к Покупателю в момент передачи оборудования перевозчику или экспедитору, назначенному Покупателем.
- 10) Языком настоящего Контракта является английский язык.
- 11) Все споры и разногласия, вытекающие из настоящего Контракта или связанные с ним, подлежат рассмотрению после направления одной из сторон письменного уведомления другой стороне, одним или несколькими арбитражными судьями.
- 12) В подтверждение вышеизложенного стороны заключили настоящий Контракт в двух экземплярах в день, месяц и год, указанные выше.

Exercise 3. Translate the following into Russian using dictionary, if necessary:

1) Within ... days of the date of the signing of the present Contract the Seller is to send the Buyer two copies of the following drawings and technical documents for each complete machine:

General view and assembly drawings with main sized of the equipment as well as a detailed specification of all parts and assemblies of the machine.

Detailed technical description of the machine.

Technical conditions for testing the equipment; erection, maintenance and operation instructions, lubrication systems, etc.

Foundation and installation drawings.

Working drawings of the rapidly wearing-out parts of the machine.

All printed materials as well as inscriptions on the drawings are to be made in the Russian language.

In addition two copies of the above drawings and technical documents as well as the Certificate of Quality of the equipment or the Test Report stating that the equipment is manufactured in accordance with the conditions of the Contract are to be wrapped in waterproof paper and packed in case No 1 together with the equipment.

If the drawings and technical documentation are not placed in the case or not sent to the Buyer beforehand, the delivery is considered non-complete, and in this case the guarantee period is to begin on the date of receipt of the complete set of drawings and technical documents by the Buyer.

2) Should the equipment prove to be defective during the period of guarantee, or should it not correspond to the conditions of the Contract, or not reach the ordered capacity, the Seller undertakes at the Buyer's option either to remedy the defects or to replace the defective equipment by new equipment to be delivered without any delay c.i.f. All the expenses incurred in this connection are to be borne by the Seller.

If the elimination of the defects is effected by the Buyer by mutual agreement between the parties, the Seller is to compensate the Buyer for all the expenses incurred by him in connection with this elimination.

In case the elimination of defects or the replacement of faulty equipment or parts takes place, the guarantee period is to be prolonged for the period used for such elimination or replacement.

If neither party can eliminate the defects, the Buyer has the right either to demand from the Seller a proportionate decrease in the price of the equipment delivered or to cancel the Contract and in this case the Seller is to compensate the Buyer for the losses sustained by him.

Unit 8 OCEAN MARINE INSURANCE

Lesson 1

The purpose of marine insurance is to indemnify interested parties against loss, damage, or expense occasioned accidentally in connection with vessels, cargoes, and freight charges through any of the numerous perils incident to transportation by water.

Marine insurance policies may be classified into four broad groups based on the nature of the interest covered. These are policies covering against damage to the conveyances on which persons or goods are transported (i.e. (a) the various hull policies written according to the class and/or trade of vessel; (b) builder's risk policies; (c) port risk only policies; (d) fleet policies; and (e) full form and total loss only policies); those protecting a carrier against liability to others for loss of or damage to their property; those covering damage to the various kinds of goods being transported; and those covering the loss of freight and related losses resulting from the inability to use a particular vessel.

Qualifications of Marine Insurance Policy are mainly determined by the terms of sale, identifying the party with the insurable interest. The three most common arrangements for the passage of title from the seller to the buyer are identified as FOB or FAS contracts, where the buyer is responsible for the cost of transportation and for any loss or damage to the goods in transit; C&F terms the buyer also bears the risk of loss and must therefore arrange and pay for any cargo insurance. The danger to the seller, in both of these cases, is that the buyer may withhold some or all of the payment if the goods are damaged. Should the seller have any fear this would happen, it would be well to arrange for contingency insurance. With this endorsement, the insurer guarantees the payment of losses that would have been insured had the shipment been declared under the shipper's own policy. In CIF type of sale the seller ar-

ranges and pays for both the transportation cost and the cargo insurance premium. One note of caution: when the purchaser has relied on the seller to purchase the insurance, it may be that the coverage is more restrictive than that of the importer's policy. Thus, for full protection, the importer may add a marine version of *Difference in Conditions (DIC) Clause*. On a CIF basis several financial documents are required. Taken together, these documents make what is referred to as the *commercial set*. As a minimum, the set will consist of the *bill of lading*, a *sight draft* on the purchaser for the amount of the invoice, and *evidence of insurance* (i.e. an insurance certificate spun off of an open cargo policy). If the goods are damaged in transit, the buyer holds this as the basis for presenting a claim for loss.

Vocabulary

conveyance	перевозка; документ
	о передаче имущества
hull policy	полис страхования судна
builder's risk policy	полис, покрывающий страховые
	риски
fleet policy	единый полис страхования флота
insurable interest	страховой интерес
	(подлежащий страхованию)
premium	первый страховой взнос
DIC clause	оговорка о различиях в условиях
	страхования
evidence of insurance	документ о страховании
open cargo policy	полис страхования груза против всех
	рисков, кроме особо оговоренных

Exercises

Exercise 1. Find English equivalents for:

Первый страховой взнос, страховой интерес, полис страхования судна, оговорка о различии в условиях страхования, страхование на случай столкновения, страхователь, сумма

страхового покрытия, перевозка, страхование утери, индоссамент, требование возмещения убытков.

Exercise 2. Translate into Russian:

Marine Policy Provisions

- 1. The insured on account of whom the policy is concerned must possess a true interest for the policy to be valid. In the case of mortgages on hulls, the policy is to be made payable to the mortgagee and the insured as their respective interest may appear. All claimants to a loss must prove their insurable interest, as well as the amount of the claim, through documentary evidence.
- 2. It is understood and agreed that this insurance attaches from the time of goods leave the factory, store, or warehouse at the initial point of shipment, and covers thereafter continuously, in due course of transportation, until same are delivered at store or warehouse at destination (*warehouse to warehouse clause*).
- 3. This insurance is also specially to cover any loss of or damage to the interests insured hereunder, through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel... (*Inchmaree clause*). Should the vessel be fumigated and direct loss or damage to the assured's merchandise result therefrom, this Company agrees to indemnify the assured for such loss or damage.
- 4. In the event of risk of war being assumed by endorsement under this policy, the assured warrants not to abandon in case of capture, seizure, or detention, until after the condemnation of the property insured; nor until ninety days after notice of said condemnation is given to this Company.
- 5. It shall be and may be lawful for the said vessel, in her voyage to proceed and said to, touch and stay at, any ports or places, if thereunto obliged by stress of weather or other unavoidable accident, without prejudice to this insurance.
- 6. In case of loss, such loss to be paid in thirty days. After proof of loss, and proof of interest (amount of the note given for the premium, if unpaid, being first deducted), but no partial loss

or particular average shall in any case be paid, unless amounting to 5%.

- 7. The subject-matter insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it could not be preserved from actual total loss without an expenditure which would exceed its value.
- 8. If an interest insured hereunder is covered by other insurance attached prior to the coverage provided by this Policy, then this Company shall be liable only for the amount in excess of such prior insurance; and this Company shall return the premium upon so much of the sum by them insured as they shall be by such prior insurance exonerated from (*double insurance clause*).

Vocabulary

endorsement	индоссамент, жиро
condemnation	отчуждение
assign	правопреемник, цессионарий
appurtenance	преимущественное право, связанное
	с владением имуществом
to abandon (goods to	отказываться (в пользу страховщика)
the insurer)	
to exonerate	освобождать, оправдывать
actual total loss	действительная полная гибель
	(например, предмета страхования)
constructive total loss	конструктивная (т.е. неопровержимо
	презюмирующая) гибель
particular average loss	убытки по частной аварии
double insurance	оговорка о двойном страховании
clause	

Exercise 3. Find English equivalents for:

при наступлении страхового случая, действительно понесенные убытки, страховая стоимость, при наличии умысла со стороны страхователя, выгодоприобретатель, страховое возмещение, действительный ущерб, страхование ниже стоимости, освобождаться от обязанностей, деликт, при наличии ограничений, тратта срочная по предъявлении, оговорка о переходе прав страхователя к страховщику, судоходный водоем, индоссатор, требование покрытия, риск столкновения.

Exercise 4. Give Russian equivalents for:

to arrange for carriage; document of title; to be liable in tort; to be estopped at common law; to impliedly warrant; outward shipment; the apparent order and condition of goods; prima facie evidence; indorsee for valuable consideration; to exonerate; to claim under a person; to one's detriment; claused bill of lading; to defraud; the indemnity cannot be forced; through bill of lading; to turn on the normal rules of negligence.

Exercise 5. Insert prepositions and translate.

1. The object ... this practice is to guard ... loss ... transit.
2. A person who negligently issues a bill ... lading ...respect ...the goods which have not been shipped may be liable ... tort ... negligence. 3. If the B/L is claused, the shipping company may be responsible ... cost of the damaged goods. 4. Goods are insured ... certain risks, usually ... the full invoice value. If they are found ... arrival to be damaged, a claim ... compensation will be made.

Vocabulary

to impliedly warrant (one's	давать гарантию (наличия
authority)	полномочий)
outward shipment	отгрузка за границу
the apparent order and	состояние товара, определяемое
condition	осмотром
prima facie evidence	доказательства prime facie
	(при отсутствии опровергающих
	доказательств)

indorsee (endorsee) for	индоссатор (лицо, получившее
valuable consideration	коносамент по передаточной
	надписи за встречное удовле-
	творение или возмездность)
to be estopped at common	ограничиваться нормами общего
law	права
claused bill (of lading)	коносамент с оговорками
	(о повреждении)
to turn on the normal rules	регулироваться обычными пра-
of negligence	вовыми нормами о небрежности

Exercise 3. Translate into Russian.

- 1. Claims paid abroad to be adjusted in accordance with the customs of Lloyd's but subject to the condition of the Policy and contract of insurance. It is a condition of this insurance that losses, if presented abroad, will be paid in foreign currency at the rate of exchange current on date at place of payment.
- 2. When this insurance by its terms covers on docks, wharves or elsewhere on shore, and/or during land transportation, it shall include the risks of collision, derailment, overturning or other accidents to the conveyance, fire, lightning, sprinkler leakage, cyclones, hurricanes, earthquakes, floods (meaning the rising of navigable waters), and/or collapse or subsidence of docks or wharves and any additional risk which may be specifically insured herein.
- 3. This insurance is only against risks of capture, seizure, destruction or damage by men-of-war, piracy takings at sea, arrests, restraints, detainments and other war-like operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war...
- 4. The said goods and merchandise are to be valued at amount of invoice including all charges therein, plus any prepaid and/or advanced and/or guaranteed freight not included in the invoice, plus ______%. Foreign currency to be converted into dollars at banker's sight rate of exchange applicable to each invoice and/or credit and/or draft.

5. It's agreed that upon payment of any loss this Company is to be subrogated to all the rights and claims of the Assured arising out of such loss against any person or corporations whatsoever either under Bills of Lading or otherwise.

Exercise 4. Translate into English.

- 1. Страхование риска ответственности за нарушение договора допускается в случаях, предусмотренных законом.
- 2. По договору страхования риска ответственности за нарушение договора может быть застрахован только риск ответственности самого страхователя. Договор страхования, не соответствующий этому требованию, ничтожен.
- 3. Риск ответственности за нарушение договора считается застрахованным в пользу стороны, перед которой по условиям этого договора страхователь должен нести соответствующую ответственность, выгодоприобретателя, даже если договор страхования заключен в пользу другого лица либо в нем не сказано, в чью пользу он заключен.
- 4. В период действия договора имущественного страхования страхователь (выгодоприобретатель) обязан незамедлительно сообщать страховщику о ставших ему известными значительных изменениях в обстоятельствах, сообщенных страховщику при заключении договора, если эти изменения могут существенно повлиять на увеличение страхового риска. Значительными во всяком случае признаются изменения, оговоренные в договоре страхования (страховом полисе) и в переданных страхователю правилах страхования.
- 5. Страховщик, уведомленный об обстоятельствах, влекущих увеличение страхового риска, вправе потребовать изменения условий договора страхования или уплаты дополнительной страховой премии соразмерно увеличению риска.
- 6. Если страхователь (выгодоприобретатель) возражает против изменения условий договора страхования или доплаты страховой премии, страховщик вправе потребовать расторжения договора в соответствии с установленными правилами.

- 7. При неисполнении страхователем либо выгодоприобретателем предусмотренной в настоящем договоре обязанности страховщик вправе потребовать расторжения договора страхования и возмещения убытков, причиненных расторжением договора.
- 8. Страховщик не вправе требовать расторжения договора страхования, если обстоятельства, влекущие увеличение страхового риска, уже отпали.

Lesson 2

CARGO INSURANCE PROVISIONS

- 1. The Insurance Company in accordance with these Rules accepts for insurance cargoes to be transported by surface, water and air transport.
- 2. Under insurance contract concluded in accordance with these Rules are indemnified losses and expenses due to total loss of the cargo (or part of it) and/or due to removal of damages to the cargo (or part of it) arising from fortuitous accidents and perils of the carriage as well as due to other sudden and unforeseen reasons except those specified hereunder.
- 3. Losses and expenses arising in consequence of the following are not to be indemnified warlike operations and their consequences, piracy, commotion and labour conflicts, acts of sabotage or terrorism; actions of governmental authorities against the insured cargo excluding measures to prevent or diminish the risk of pollution; willful action or rude imprudence of assured or beneficiary or their representatives and infraction by them the rules of transportation and storage of cargo; effect of usual weather conditions or specific and/or natural internals of cargo;
- 4. The insurance contract is concluded for one cargo conveyance. Insurance Company's liability starts from the moment the cargo is taken from the place of storage including the loading in the point of departure and covers storage/reloading of cargo in the points of transshipments.

- 3.2. The insurance contract expires at the moment of the cargo's delivery to the point of destination (including discharging) but not more than 30 days from the start out of the insurance. Renewal over 30 days can be provided for additional payment. Under a special contract (General Policy) can be insured all or distinct kinds of cargoes which the assured receive or transmit during a certain period. The assured is obliged to inform Insurance Company in respect of each transmission of cargo falling under the General Policy even after the delivery of cargo to the point of destination in undamaged condition. If the assured deliberately informed Insurance Company untimely, unduly or didn't inform at all, than Insurance Company has a rights to cancel the General Policy and to receive all the sums of the insurance premium which Insurance Company could receive in the case of a conscientious fulfillment of the General Policy by the assured.
- 5. If necessary the insurance contract is concluded with inspection of cargo and scheduling of its assessment on the base of consignments, invoices and other documents confirming the presence and the value of the cargo.
- 6. The assured is obliged to pay the calculated insurance payment at once, then the insurance contract will entitle in force, unless otherwise stipulated in the insurance contract.
- 7. The cargo is considered to be insured in the sum announced by the assured but not higher the value specified in the customer's invoice (including transportation expenses) or other documents specified in point 3.5. of these Rules. The assured is obliged immediately he becomes aware thereof inform Insurance Company of any essential modifications in the risk, for instance: delay of the cargo's shipment, modification of the route, places of loading, transshipment, discharging, method of shipment etc. Modifications increasing the extent of the risk give Insurance Company the right to demand the additional insurance payment. If the assured refuses to pay the additional insurance payments the insurance contract ceases from the moment of the increasing in the risk appeared. If the assured didn't inform about the increasing in the risk Insurance Company has the right to cancel the insurance contract and to demand the indemnity of the incurred losses.
- 8. Insurance Company that paid-up the insurance indemnity receives within the ambit of this sum the right of pretence to the

guilty party; the insured is obliged at the receiving of the insurance indemnification circulate all his documents necessary for realization of the subrogation.

If on the fault of insured the subrogation can't be realized then insurer in the congruous size disengage from the obligation to pay insurance indemnification, in case it has been paid-up already the insured is obliged to return to insurer the insurance indemnification.

Vocabulary

installment	взнос; партия; частичное выполнение каких-либо обязательств (не обязательно финансового характера)
indemnity	возмещение, компенсация
peril	риск
smuggling	контрабанда, провоз контрабандным путем
imprudence	неосторожность, непредусмотрительность
infraction	нарушение, несоблюдение
collateral losses	побочные убытки
General Policy	генеральный полис
right of regress	право регресса
levy	сбор, налог; взимание налога
abandonment	абандон (отказ грузо- или судовладельца от
	своих прав на застрахованное имущество
	в пользу страховщика при обязательстве
	последнего уплатить страхователю полную
	страховую сумму)

Exercises

Exercise 1. Give English equivalents for:

Наземная транспортировка, возмещение убытков, случайный, грубая небрежность, бенефициар, несоблюдение, покрывать, возобновление, генеральный полис, право регресса, требование возмещения, притязание, оговорка о суброгации, сравнимый, отказ в пользу страховщика, взнос.

Exercise 2. Insert prepositions and translate:

- 1. The assured ... cargoes may be the owner (consignor and/or consignee) ... its own advantage and ... the advantage of the third parties.
- 2. The insurance contract may be concluded as ... separate installment so ... a regular transportation.
- 3. Under this insurance contract are indemnified cargo's share ... losses, expenses and contributions allowed ... General Average during the merchant seafaring; necessary and properly incurred expenses for the salvage ... the cargo as well as ... preventing and minimizing the loss and ascertaining its extent.
- 4. Losses and expenses arising ... consequence of the following are not to be indemnified: participation of cargo ... smuggling or other illegal activities or ... to the attempt of such participation; package or marking of cargoes ... infraction of standards or dispatch of cargoes ... damaged condition;
- 5. The assured is obliged to communicate any further particulars known ... him ... circumstances ... essential importance ... judging the extent of the risk.
- 6. Insurance Company has the right to refuse the payment of the insurance indemnity if the assured: advised wrong information ... the circumstances of essential importance ... judging the extent of the risk; didn't apply measures ... salvage of the cargo and prevention its further damage; didn't provide Insurance Company ... documents sustaining the insurance accident; concealed the person guilty ... infliction of damages;
- 7. The assured can declare ... Insurance Company the refusal of his rights ... the insured cargo (abandonment) and to be indemnified ... full insurance sum, if: missing (complete lost) of the transportation vehicle; economical inexpedience ... removal of damages or delivery of the insured cargo ... place of destination; grip of cargo (insured ... this risk) which lasts more then 2 months.

Exercise 3. Translate into English.

- 1. По договору морского страхования страховщик обязуется за обусловленную плату (страховую премию) при наступлении предусмотренных договором морского страхования опасностей или случайностей, которым подвергается объект страхования (страхового случая), возместить страхователю или иному лицу, в пользу которого заключен такой договор (выгодоприобретателю), понесенные убытки.
- 2. Правила, установленные настоящей главой, применяются, если соглашением сторон не установлено иное. В случаях, прямо указанных в настоящей главе, соглашение сторон, не соответствующее правилам, установленным настоящей главой, ничтожно.
- 3. Договор морского страхования может быть заключен страхователем в свою пользу или в пользу выгодоприобретателя независимо от того, указано ли имя или наименование выгодоприобретателя в договоре морского страхования.
- 4. В случае отчуждения застрахованного груза договор морского страхования сохраняет силу, при этом на приобретателя такого груза переходят все права и обязанности страхователя.
- 5. В случае отчуждения застрахованного судна договор морского страхования прекращается с момента отчуждения судна. В случае отчуждения застрахованного судна во время рейса по требованию страхователя договор морского страхования остается в силе до окончания рейса и на приобретателя такого судна переходят все права и обязанности страхователя.

Vocabulary:

seafaring	мореплавание
General Average	полная гибель (предмета
	страхования); полная авария
salvage	спасение (судна и/или груза)
inexpedience	нецелесообразность

Unit 9 METHODS OF PAYMENT

Lesson 1

Accounts may be paid by means of international money order (for small private transactions), banker's transfer (direct transfer from buyer's to seller's bank), bill of exchange and letter of credit.

The *banker's transfer* is a simple transference of money from the bank account of a buyer in his own country to the bank account of the seller in the seller's country. The transfer is carried out at current exchange rates. Such transfers are subject to any exchange control regulations of the countries concerned. This transaction is simple and can be speeded up by cabled instructions if desired.

The *bill of exchange* (*B/E*) 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 person named on the bill, or to his order. The bill is drawn by the creditor on the debtor, and is sent to the debtor for the latter to pay or accept (i. e. to acknowledge the debt). The debtor accepts by signing his name on the face of the bill, together with the date. The bill now becomes legally binding, and the acceptor must meet it on or before the due date.

The creditor (drawer) can order the debtor(drawee) to pay the money to any bank named by him on the bill. The drawee, in accepting the bill, can add the name of the bank which he wishes to pay the bill. In this case, the bill stays with the drawer's bank till due for payment, when it will be presented to the paying bank for settlement. Such a bill is said to be *domiciled* with the holding bank. The B/E is *negotiable*, which means that it can be used by the holder to pay debts of his own (i. e. he can *negotiate* it). To do this, the holder must *endorse* it, i. e. sign his name on the back of the bill before passing it on to the new holder. The holder may as well sell the bill to the bank, who will pay the face value, less interest, i. e. *discount a bill*; or leave the bill with a bank as security for a loan.

Failure to meet a bill on the due date would result in total discredit for the drawee, and the legal action can follow. An unpaid bill is said to be *dishonoured*, and the drawer can *protest* it, which clears the way for him to *prosecute* (take legal action against) the drawee.

The letter of credit (L/C) most generally used method of payment, ideal for individual transactions or for a series, makes trade with unknown buyers easy, gives protection to both buyer and seller and overcomes the credit gap (i. e. the time-payment loss between order and delivery). The L/C starts with the buyer. He instructs his bank to issue the L/C for the amount of the purchase and in favour of the seller. The buyer's bank sends these instructions to it's agent in the seller's country. On receiving these instructions, the agent bank writes to advise the seller of the credit. It's normal to confirm the credit. This means that the agent bank undertakes to pay the seller money due to him, provided the conditions set out in the L/C have been complied with. The seller can now execute the buyer's order, knowing that when he has done so, the money will be paid at once by the agent bank. The buyer is equally secure, because the agent bank will pay on his behalf only if conditions of the transaction are fully carried out by the seller. For this reason, great accuracy are needed in giving the original instructions.

Vocabulary

transfer	перевод (денежных сумм)
letter of credit	аккредитив, кредитное письмо
bill of exchange	тратта, переводной вексель
to draw on smb	выписывать, выставлять (чек, вексель)
to negotiate a bill	переуступить/продать/учесть/ вексель,
	пустить вексель в обращение
domicile	домицилий, место платежа по векселю
domicile	домицилий, место платежа по векселю (обычно банк-акцептант)
to discount a bill	
	(обычно банк-акцептант)
to discount a bill	(обычно банк-акцептант) учитывать вексель, тратту

	и т. д.), индоссамент, жиро, подпись на
	обороте, подтверждение
confirmed letter of	подтвержденный аккредитив
credit	

Exercises

Exercise 1. Find equivalents in English.

Безотзывный аккредитив, дисконтная ставка, по требованию, банк-акцептант, обеспечение кредита, выписывать вексель на кого-либо, домицилирование векселя, обращаемый, номинальная стоимость, векселедержатель, вексельный оборот, ремитент, предъявлять вексель к акцепту, опротестовать вексель, индоссамент, обязанное по векселю лицо, индоссант, простой вексель, векселедатель, плательщик, срок по векселю, возлагать обязательства, полный индоссамент.

Exercise 2. Translate into Russian.

- 1. A bill payable on demand is deemed to be overdue when it appears on the face of it to have been in circulation for an unreasonable length of time, the question of unreasonableness being one of the fact
- 2. If the drawee refuses to accept the holder has an immediate right of recourse against prior parties without being compelled to wait for the date of maturity.
- 3. Once the due date has passed, the bill is said to be overdue, and failure to present on that day discharges the drawer and endorsers, unless the holder can bring himself within the exemptive provision.
- 4. Delay in presenting a bill for payment does not discharge the drawer, unless he suffers actual losses through the delay.
- 5. A note payable on demand is intended as a continuing security and is negotiated as such.
- 6. The paying banker is liable in conversion to the true owner, the damages recoverable being the face value of the bill.

7. A banker is not to be treated as having been negligent by reason only of his failure to concern himself with absence of, or irregularity in, endorsement of an instrument.

Exercise 3. Translate into Russian.

Dear Sirs.

We have been doing business with you for nearly a year and are pleased to say that we are more satisfied with the goods you have supplied.

In the coming year we will probably place regular orders with you and our present method of payment by letter of credit will become inconvenient. We would also find a short credit of advantage to our trading capacity.

We would therefore like you to supply us on monthly account terms, payment against statement within 30 days. You may refer to Messrs..., and Messrs..., with whom we have credit accounts.

Exercise 4. Translate into Russian.

Dear Sirs,

With reference to your invoice no.21078 of 23 of July, we have to point out that you have made an error in your total. We calculate the correct figure at \$237, not \$247 as given by you.

Our cheque for the former amount is enclosed and we should be obliged if you would amend the invoice or pass the necessary credit

Yours fathfully

Lesson 2

APPLICATION FOR DOCUMENTARY CREDIT

Please open on our account a Credit in the following terms:

1.	This credit is to be (revocable, irrevocable, irrevocable and
	confirmed)
2.	and advised through (Correspondent
3.	In favour of (Beneficiary) (Address)
4.	To the extent of (in words)
5.	The Credit is to expire onin
	(State/Town/Country) (Unless previously
	cancelled-if Credit is revocable)
6.	The credit is to be available to the beneficiary's draft.
	Drafts to be drawn/payments to be made for the full invoice
	value and submitted with the under-mentioned documents at-
	tached.
7.	Documents required:
	• Invoice
	• Policy or Certificate of Insurance in the same currency as
	the Credit for CIF Invoice value pluspercent
	covering Marine and War risks.
	Complete set of clean on board Shipping Company's Bill of
	Lading made out to order and endorsed in blank marked
	Freight Payable at Destination. Documents must be present-
	· · · · · · · · · · · · · · · · · · ·
	ed to the paying/accepting/negotiating bank not later
	than days after the date of the Bills of Lading or
	other shipping documents stated herein and within the credit
_	validity.
	Covering shipment of FOB/C&F/CIF
	Price
10.	Shipment
	fromto
	Partial shipment allowed/prohibited
	. Transshipment allowed/prohibited
13.	Special Instruction (if any)

- 14. We give overleaf the information required for Exchange Control purposes and we agree to pay you a commission of______%
- The documents and the goods and all proceeds of sales thereof and of insurance thereon and all our rights as unpaid sellers when shall be security to you for all obligations and liabilities incurred by you as Correspondent in connection with this Credit and for all disbursements in connection with the goods or otherwise (which we hereby authorize you to pay for our account) and all other our liabilities to you present and future.
- 2. You may on payment debit our account with all sums paid in connection with this Credit or the goods, also with any commission and interest, or with the whole or part of the amount of the Credit at any time if you think fit, and on demand we will place you in funds to meet such debts, and we will at the latest place you in funds to meet any acceptances three days before their due date or earlier if required. In case of Credits in foreign currency you may pass any such debits in sterling at you rate of exchange, and if passed after payment, at your rate ruling when you receive advice of payment when otherwise arranged. In the event of any default you may sell the documents or goods before or after arrival and any defect we will pay you on demand, and we will indemnify you against all claims, demands, costs, charges, and expenses incurred in connection with this Credit.
- 3. Your rights against us hereunder shall not be affected by, and you and/or correspondents shall not be responsible for any loss or damage to the goods however and whenever caused, this quantity, quality, condition or their detention by any person whatsoever and howsoever caused, the loss, validity, sufficiency or accuracy of the shipping, insurance or any other documents or failure from any reason by you. Correspondents or any other person will be at our risk.
- 4. If the Credit is revocable it may be cancelled by you at any time, but cancellation by you or by us shall be without prejudice to our respective obligations as regards any bills negotiated or accepted or payments made thereunder before notice of such

- cancellation has been received at the place where the Credit is available.
- 5. All cables in connection with this Credit shall be dispatched at our risk and cost and you shall not be responsible for any loss caused by mistakes, mutilations or omissions in their transmission coding or decoding or interpretation when received by delay on the part of the cable companies concerned.
- 6. If two or more parties sign this document the liabilities hereunder are joint and several.
- 7. This Credit is to be subject to the Union Customs and Practice for Documentary Credits (1974 revision) International Chamber of Commerce Publication No. 290

of Commerce Fublication No.	290
	Accounter's Name and Signature
Date	

Vocabulary

Freight Payable at Destination	оплата фрахта по прибытии
Blank endorsement	бланковый индоссамент,
	индоссамент на предъявителя
Proceeds	выручка, доходы от реализации
	товаров, услуг
Advice of payment	уведомление об оплате, платежное
	поручение
Joint (several) liability	совместная ответственность,
	совместные обязательства (обяза-
	тельство с ответственностью
	должников порознь)
Pass the credit	предоставить кредит

Exercises

Exercise 1. Find equivalents in English.

Бенефициар, переводной аккредитив, переуступка, авизующий банк, банк эмитент, уполномоченный банк, платеж с

рассрочкой, подтверждающий банк, аккредитив с разрешением негоциации любым банком, исполняющий банк, возмещение, непокрытый аккредитив, блокирование счета для покрытия аккредитива, страховой депозит, чистый аккредитив, товарораспорядительные документы, первый бенефициар, исполнение аккредитива, добросовестный держатель, аккредитив с красной оговоркой.

Exercise 2. Fill in the prepositions where necessary.

- 1. Credits, ... their nature, are separate transactions from the sales of other contract(s) ... which they may be based and banks are in no way concerned ... or bound ... such contract(s), even if any reference whatsoever ... such contract(s) is included in the Credit.
- 2. A Beneficiary can in no case avail himself ... the contractual relationships existing between banks or between the Applicant and the Issuing bank.
- 3. The Issuing bank must reimburse another bank ... which a revocable Credit has been made available ... sight payment, acceptance or negotiation prior ... receipt by it of notice of amendments or cancellation ... documents which appear ... their face to be ... compliance ... the terms and conditions of the Credit.
- 4. A confirmation of an irrevocable Credit by another bank ... authorization or request of the Issuing bank, constitutes a definite undertaking of the Confirming bank provided that the stipulated documents are presented ... the Confirming bank or ... any other Nominated bank and that the terms and conditions of the Credit are complied...
- 5. The issuing bank shall be irrevocably bound ... an amendment(s) issued ... it from the time of the issuance of such amendments.
- 6. The terms of the original Credit will remain ... force ... the Beneficiary until the Beneficiary communicates his acceptance of the amendments ... the bank advising such amendments.
- 7. By nominating another bank, or by allowing ... negotiation by any bank, or by authorizing or requesting another bank to add its confirmation, the Issuing bank authorizes such bank to pay, accept

Draft(s) or negotiate as the case may be, ... documents which appear ... their face to be ... compliance ... the terms and conditions of the Credit and undertakes to reimburse such bank in accordance ... the provisions of these Articles.

8. In addition to stipulating an expiry date ... presentation of documents, every Credit which calls ... a transport document(s) should also stipulate a specified period of time ... the date of shipment ... which presentation must be made ... compliance ... the terms and conditions of the Credit.

Exercise 3. Translate into Russian.

- a. An irrevocable Credit constitutes a definite undertaking of the Issuing Bank, provided that the stipulated documents are presented to the Nominated Bank or to the Issuing Bank and that the terms and conditions of the Credit are complied with:
 - i. if the Credit provides for sight payment to pay at sight;
- ii. if the Credit provides for deferred payment to pay on the maturity date(s) determinable in accordance with the stipulations of the Credit;
 - iii. if the Credit provides for acceptance:
- a. by the Issuing Bank to accept Draft(s) drawn by the Beneficiary on the Issuing Bank and pay them at maturity,

or

- b. by another drawee bank to accept and pay at maturity Draft(s) drawn by the Beneficiary on the Issuing Bank in the event the drawee bank stipulated in the Credit does not accept Draft(s) drawn on it, or to pay Draft(s) accepted but not paid by such drawee bank at maturity;
- iv. if the Credit provides for negotiation to pay without recourse to drawers and/or bona fide holders, Draft(s) drawn by the Beneficiary and/or document(s) presented under the Credit. A Credit should not be issued available by Draft(s) on the Applicant. If the Credit nevertheless calls for Draft(s) on the Applicant, banks will consider such Draft(s) as an additional document(s).

Exercise 4. Translate into English.

- 1. Унифицированные Правила и Обычаи являются обязательными для исполнения заинтересованными сторонами при отсутствии прямо выраженного в аккредитиве соглашения об ином.
- 2. Обязательство банка произвести платеж, акцептовать и оплатить тратты или негоциировать и/или выполнить любые другие обязательства по аккредитиву, не может являться предметом каких-либо требований приказодателя или исков к последнему, вытекающих из его договорных отношений с банком-эмитентом или бенефициаром.
- 3. Погашение задолженности по аккредитиву производится с корреспондентского счета в порядке календарной очередности платежей.
- 4. При открытии безотзывного неподтвержденного аккредитива, авизирующий банк не принимает на себя никаких обязательств по платежу и действует от имени банка-эмитента.
- 5. Отзывный аккредитив может быть изменен или аннулирован банком-эмитентом по указанию приказодателя аккредитива, без предварительного уведомления бенефициара.
- 6. При подтверждении банком-корреспондентом платежа бенефициару, бенефициар, наряду с обязательством банка-эмитента, имеет юридически равноценное и самостоятельное обязательство банка-корреспондента произвести платеж по документам, сопутствующим аккредитиву и поданным в срок.
- 7. При открытии переводного (трансферабельного) аккредитива, бенефициар (первый бенефициар) имеет право уполномочить банк, производящий платеж, акцепт или негоциацию, или любой уполномоченный негоциировать переводящий банк, предоставить одному или нескольким лицам (вторым бенефициарам) пользоваться аккредитивом полностью или частично.
- 8. При оговорке об открытии аккредитива на взаимной основе, банк бенефициара, опираясь на наличие существующего в его пользу аккредитива, открывает встречный аккредитив в пользу поставщика, выступая в роли аппликанта.

- 9. Банк не имеет права воспользоваться против бенефициара какими-либо возражениями, которые могут быть заявлены покупателем товара в отношении продавца (принцип автономности аккредитива)
- 10. Аккредитив предусматривает дату истечения срока и место предоставления документов для оплаты, акцепта или, за исключением свободно обращающихся аккредитивов, место представления документов для негоциации. Дата истечения срока, предусмотренная для платежа, акцепта или негоциации, понимается как дата истечения срока для представления документов.
- 11. Валютное покрытие аккредитива предоставляется посредством кредитования счета исполняющего банка.
- 12. При акцепте, оплате или негоциации тратты бенефициара, банк получает право на возмещение понесенных им затрат по осуществлению всех расходов, в том числе расходов по комиссии и т.л.
- 13. Чистым транспортным документом является документ, который не имеет дополнительных оговорок или пометок, прямо констатирующих дефектное состояние товара и/или упаковки.
- 14. Тот факт, что аккредитив не заявлен как переводной, не отражается на праве бенефициара переуступать какие-либо поступления по аккредитиву, на которые он может иметь или получить право согласно положениям соответствующего закона. Настоящее положение относится только к переуступке поступлений, но не к переуступке права участвовать в операциях с аккредитивом.
- 15. Все разногласия, возникающие в связи с настоящим контрактом, должны быть решены в соответствии с Правилами примирения и арбитража Международной торговой палаты одним или более третейскими судьями, назначенными в соответствии с вышеупомянутыми Правилами.

Exercise 5. Translate into Russian

1. We have pleasure in enclosing herewith our invoice to the amount of \$55.67, on payment of which the order will be dispatched.

- 2. We have pleasure in enclosing our statement of account for all transactions up to 24 March. Please check the entries and if you find them correct, kindly carry forward the total of \$... to the April account.
- 3. Will you please let us have your cheque for the amount of the enclosed statement.
- 4. The balance of \$100 left uncleared by your September payment has been brought forward to the enclosed statement for October and we would appreciate early settlement of the total amount now due.
- 5. Attached to this letter you will find our statement showing a balance of \$2,356: we are drawing on you for this amount.
- 6. We enclose our money order for \$200 in settlement of your invoice no.000 of 24 March.
- 7. Thank you for prompt sending of the invoice. We have today transferred the amount of \$400 to the Bank of Japan for your credit.
- 8. Many thanks for your pro-forma invoice. We accept this price and are making immediate payment to our bank, who will notify you of the credit in due course.
- 9. Your statement of our account for the last quarter has been received and found correct. We have instructed our bank to remit the amount of \$2,456.89 for the credit of your account at ...Bank, London.
- 10. We are glad to advise you that your statement of our account as at June 30 corresponds with our books and we shall be pleased to accept your bill of exchange for this amount.

Lesson 3

SHORT TERM CREDIT AGREEMENT

Between:

hereinafter called the "Borrower",

and:

hereinafter called the "Lender",

It is now agreed that:

Article 1 – Purpose of the Credit

The purpose of this credit is to finance general corporate activities of the Borrower.

Article 2 – Amount and Term of the Credit

In accordance with the terms and conditions hereafter, the "Lender" will hold available to the "Borrower" a line of credit (the "Credit") not to exceed USD \dots (...) as from \dots until \dots

Article 3 — Drawdown

The Credit can be used in several drawdowns.

Each drawdown under the Credit can only be made in US Dollars.

The day of issue the drawdown may only be a day where the banks in New-York, Brussels, Moscow or London are open for business. If the maturity date of a drawdown falls on a day when these banks are closed, this maturity date will be extended to the immediately succeeding business day.

Article 4 — Interest

The drawdown of the Credit granted will bear interest at a rate equal to the LIBOR (London Interbank Offered Rate) two business day prior to issue of each drawdown, as such is shown on Reuters at 11.30 am for loans of the same currency, category and for the same amount plus a margin of 4,50% per annum.

Interests will be payable in cash, at the maturity date of each drawdown, and will be calculated by the number of days corresponding to the drawing on the basis of a year of 360 days.

The rate of interest so determined will remain fixed during the term of the each drawdown. It will however be subject to variation in any cases set out in Article 9 hereafter.

Article 5 — **Prepayment**

The Borrower will have the facility, by giving notice of five business days prior to the prepayment date and with effect from the said date, to repay all or part of the Credit. In such a case, the Lender may then reserve the right to ask the Borrower to pay an indemnity for the eventual prejudice and costs supported by the Lender.

Article 6 — Covenants

As long as any amount remains outstanding hereunder, the Borrower undertakes that it shall :

- take any action required to the effect that the credit ranks and continues to rank in right of payment and security at least "pari passu" with all its other debts of the same nature and towards a third party of the same nature as the present agreement;
- not permit any mortgage, charge or other encumbrance to be granted after the date hereof over the whole or any part of its properties or assets to secure any of its present or future commitments unless the benefit of such security is at the same time extended in manner satisfactory to the Lender to cover all sums owing hereunder.

Article 7 — Fees

There will be no arrangement fee on this Credit.

Article 8 — Representations and warranties

The Borrower represents and warrants that it is a company properly incorporated in Russia, having full capacity to enter into this Agreement.

The Borrower represents and warrants that its obligation to pay the principal, interest and ancillary expenses relating to this Agreement constitutes a direct, unconditional and general obligation of the Borrower which ranks equally with all its other debts contracted by way of loans of the same nature as this Credit and for the same term.

The Borrower represents and warrants that the present agreement is valid and binding in all respects.

The Borrower represents and warrants that all information (such as reports, financial statements) furnished by him to the Lender does not contain any material misstatement of fact and did not omit to state any material fact.

The Borrower represents and warrants that, as of the date of the present agreement, it is not in default of any obligation, covenant or

other commitment with respect to other loans or agreements with third parties.

Article 9 — Tax Regimes : Lender Charges

All payments of principal, interest and ancillary expenses in favour of the Lender will be made without set off against all sums which may be due by the Lender to the Borrower and net of all duties, imposts and taxes of whatever nature, present or future, paid, recovered or withheld by any Fiscal Authority.

In the case where any laws or regulations require the Borrower to deduct from the sums due to the Lender, imposts, taxes or duties, of whatever nature, the Borrower undertakes to increase appropriately the sums due to the Lender in order for the Lender to receive in full the sums for which it is creditor under this Agreement.

Generally, the Borrower undertakes to indemnify the Lender, by way of additional interest, for any increase of charges that would result from a change in fiscal legislation after the time of the signature of this Agreement.

Article 10 — Events of Default

If any of the following event occurs:

- a) the Borrower does not pay into the bank account of the choice of the Lender on its due date, any amount of principal, interest or ancillary expenses due by virtue of this Agreement; or
- b) the Borrower does not respect any other undertaking given by virtue hereof and this breach is not remedied within 15 business days following the request from the Lender to perform the said obligation; or
- c) the Borrower ceases to carry on its business, declares a suspension of payments or a state of bankruptcy, benefits or is subject to a reorganization judgment, declares a moratorium or such other similar measure is taken, or the Borrower applies for the appointments of a liquidator, receiver or administrator or similar official or seeks an administration order to adjudicate itself bankrupt or insolvent; or
- d) an event occurs which has an adverse effect on the financial situation of the Borrower which leads the Lender to conclude that the Borrower cannot fulfil its obligations under this Agreement; or

- e) the Borrower does not pay on its due date any sum whatever due by virtue of an obligation other than those under this Agreement or the Borrower is obliged to repay before its normal maturity date another loan by reason of any breach whatsoever on its part of the terms of the contract relating thereto; or
- f) any declaration made by the Borrower or any statement or declaration signed by a representative of the Borrower or delivered under this Agreement is shown to be or becomes untrue,

then,

the Lender may, by written notification to the Borrower, declare all sums due under this Agreement in principal, interests and ancillary expenses, immediately due and payable and the obligations of the Lender under this Agreement will terminate immediately.

Without prejudice to the above provisions, the Borrower will indemnify the Lender against any loss or expenses that the latter incurs or has to undertake as a result of any event of default as described above.

Article 11 — Penalty Clause

If the Borrower fails to pay any sum payable hereunder on a due date, it shall pay interest without demand on the overdue amount until actual payment (whether before or after judgment) at a rate of 2 % over the interest rate of the previous interest period.

Such interest, if not paid, shall itself be considered as an unpaid amount. The Borrower will further reimburse the Lender against any reasonable loss or expenses that the Lender may sustain or incur as a consequence of a late payment.

Without prejudice to the foregoing, the Borrower shall indemnify the Lender against any loss or expenses which he may sustain or incur as a consequence of the late payment, including but not limited to any interest payable by him in order to fund the amount in respect of which default has been made.

Article 12 — Costs

The Borrower undertakes to repay to the Lender on first request of the latter all costs relating hereto and notably those which the Lender may be required to incur, in order to preserve or exercise its rights or recourse hereunder, including costs and fees of legal advisors and lawyers generally.

Article 13 — Assignment

The Borrower may not assign or transfer in any way any rights or obligations under this Agreement without the prior written agreement of the Lender.

The Lender may assign, at any time, all or part of this contract and rights, claims or obligations hereunder, to any entity of its choice.

Article 14 — Applicable Law and Jurisdiction

This Agreement is governed by the law of Cyprus. The Courts in Nicosia will have jurisdiction to settle all disputes arising out of or in connection with this Agreement; it being understood that the Lender may equally bring any proceeding against the Borrower before any other competent court.

Signed in two original copies on ...

The Borrower

The Lender

Vocabulary

drawdown	транш; выборка (кредита, ссуды)
pari passu	равный во всех отношениях,
	эквивалентный
pledge	залог (с отчуждением имущества)
mortgage	закладная, ипотека
encumbrance	долг, обязательство
ancillary expenses	дополнительные, побочные,
	вспомогательные расходы
indemnify for	возмещать убытки, компенсировать;
	гарантировать возмещение убытков
insolvent	неплатежеспособный
adjudicate	установить в судебном порядке,
	вынести судебное решение
without prejudice	без ущерба
recourse	регресс, право обратного требования
lien	право удержания (отчуждения) иму-
	щества (собственности)

Exercises

Exercise 1. Find equivalents in English.

Кредитная линия, постепенное использование кредита, ставка процента, возможные убытки, залог с отчуждением имущества, ипотека, основная сумма, сборы, приостановление платежей, признать в судебном порядке, в силу, без ущерба, просроченный, право обратного требования, вступающий в силу с...

Exercise 2. Translate into English.

- 1. Установленная ставка процента остается постоянной для каждого использования аккредитива.
- 2. Заимодавец сохраняет право требования выплаты компенсации возможного ущерба и понесенных затрат.
- 3. Заемщик настоящим подтверждает, что обязательство выплатить основную сумму, проценты и дополнительные расходы, понесенные в связи с настоящим соглашением, является прямым и безусловным обязательством перед Заимодавцем.
- 4. Все выплаты в отношении настоящего Соглашения производятся без учета любых сумм, подлежащих уплате Заимодавцем Заемщику, а также без учета любых налогов и сборов, выплаченных, возвращенных или удержанных Налоговыми органами.
- 5. Заемщик настоящим обязуется возместить Заимодавцу, путем выплаты дополнительного процента, возможные расходы в связи с изменением налогового законодательства.
- 6. В случае приостановления Заемщиком платежей, объявления банкротства или реорганизации, или признания неплатежеспособности Заемщика в судебном порядке, Заимодавец имеет право потребовать немедленной выплаты всех сумм, подлежащих уплате в связи с настоящим Соглашением.
- 7. Заемщик настоящим обязуется возместить Заимодавцу все суммы, понесенные последним в связи с несвоевременной выплатой процента.

8. Заемщик не имеет права передавать или переуступать права и обязательства по настоящему Соглашению любым третьим лицам без письменного согласия Заимодавца.

Exercise 3. Translate into English.

Центр осуществляет кредитно-кассовое обслуживание коммерческого банка в пределах кредитового сальдо по корреспондентскому счету. В случае образования дебетового сальдо по корреспондентскому счету, недостающая сумма относится на счет «Суммы по последующим отказам от акцепта до выяснения и по расчетам с коммерческими банками». Для учета указанных сумм в аналитическом учете открывается отдельный лицевой счет. С этой суммы центром взыскивается с банка 160% годовых за период до ликвидации дебетового сальдо.

Погашение задолженности по счету производится с корреспондентского счета в порядке календарной очередности платежей.

В случае систематического проведения операций при недостаточности средств на корреспондентском счете, операции по корреспондентскому счету приостанавливаются.

Договор вступает в силу с момента открытия в центре корреспондентского счета и автоматически прекращает свое действие в случае ликвидации коммерческого банка.

Unit 10 JOINT VENTURE DOCUMENTS

Lesson 1

Memorandum of Association is drawn up to give legal expression to the intention of the partners to establish a joint venture (JV) and to formulate the status of the partners.

Memorandum of Association may include the following articles:

1.	JV Name and Location	Название предприятия и его местонахождение
2.	JV Subject and Purpose	Предмет и цели деятель- ности предприятия
3.	Legal Status	Юридический статус
4.	Partners of JV	Участники предприятия
5.	Administration Structure	Административная структура
6.	Authorized Capital and its Formation	Уставный фонд и порядок его формирования
7.	Planning, Balance-keeping and Reporting	Планирование работы, баланс и отчетность
8.	Financial Audit	Контроль финансовой деятельности
9.	Logistics	Материально-техническое снабжение предприятия
10.	Assignment and Reorganization	Передача прав третьим лицам и реорганизация
11.	Legal Protection of JV Assets	Правовая охрана собственности предприятия

12.	JV Disputes and Disagreements	Решение споров
13.	Profit and Loss Sharing. Maintenance of Reserves	Распределение прибыли, убытков, формирование фондов
14.	Operation Objectives of JV	Назначение услуг и продукции предприятия
15.	Confidentiality Maintenance	Сохранение конфиден- циальности в области служебной информации
16.	Personnel	Персонал
17.	Wages and Salaries, Working and Leisure Hours of JV Personnel.	Условия оплаты труда, режима работы и отдыха сотрудников
18.	Managing Committee Salaries	Условия оплаты труда дирекции предприятия
19.	Insurance	Страхование
20.	Responsibilities of JV	Обязательства участников предприятия
21.	Performance Liabilities	Ответственность за нарушение договора
22.	Force Majeure	Форс-мажор
23.	Amendment and Termination of Memorandum. JV Liquidation	Порядок внесения изменений в договор. Расторжение договора. Ликвидация предприятия
24.	Expenses	Расходы
25.	Concluding Provisions	Заключительные положения
26.	Effective Date and Validity of the Memorandum	Вступление в силу и срок действия договора

Example

MEMORANDUM OF ASSOCIATION

Article 1 JV Name and Location

1.01. The RUSSIAN PARTNER and the FOREIGN PARTNER shall herewith establish a Joint Venture under the name of "BINNOCYCLES", hereinafter referred to as the JV. Official residence of the JV will be in Russia.

Article 2 JV Subject and Purpose

- 2.01. Subject of the JV shall be manufacture, distribution and sales of consumer goods, marketing, engineering, tourism, car service and hireout.
- 2.02. The purpose of the JV business consists in filling up the market with goods and services, boosting economic efficiency of engineering function, integrating advanced technologies and management practices.
- 2.03. In view of the subject named in item 2.01. of the Memorandum and aiming at the purpose mentioned in item 2.02. the JV will carry out the following activities on the territory of Nizhny Novgorod region as well as on the territory of the Russian Federation as well as on the territory of Hong Kong and on the territories of third countries:
 - 2.03.01. manufacture, distribution and sales of consumer goods;
- 2.03.02. production, processing, packing and distribution of foodstuffs;
- 2.03.03. marketing services, preparation and distribution of advertising materials;
- 2.03.04. services and work contracts in the field of computer technology and data processing;
 - 2.03.05. engineering;
- 2.03.06. manufacture, distribution and sales of industrial products:

- 2.03.07. organization and management of international tourism;
- 2.03.08. organization of hotel service, social services as well as provision of recreation and leisure opportunities for Russian and foreign citizens;
- 2.03.09. car service and hireout for Russian and foreign citizens;
- 2.03.10. fulfilment of other functions and provision of services pertinent to the subject of JV business.

If necessary, the JV can expand the subject of business after reregistration upon the application of the BOARD.

Business priorities within the JV functions specified in the present Memorandum are identified based on the available assets, market situation and world prices, and proceeding from the general concept of ensuring stability of operation, financial and commercial activities of the JV, providing flexibility challenged by changing market conditions, which is essential in order to maintain FCC payback and self-finance capability.

Vocabulary

Memorandum	Договор о создании совместного
of Association	предприятия
an article	статья (договора)
location	местонахождение
a joint venture	совместное предприятие
a Russian partner	российский участник
a foreign partner	иностранный участник
an official residence	официальное местонахождение
	(предприятия)
a subject	предмет деятельности
a purpose	цель деятельности
distribution and sales	сбыт
consumer goods	товары народного потребления
marketing	маркетинг
engineering	инжиниринг
car service	услуги автосервиса
hireout	прокат

to boost	ускорять, повышать
management practices	методы управления
processing	переработка
foodstuffs	продукты питания
marketing services	услуги в области маркетинга
data processing	информатика
social services	бытовые услуги
pertinent to	вытекающий из
an application	представление, заявка
a board	правление
assets	средства, имущество
market situation	конъюнктура рынка
FCC payback	валютная самоокупаемость
self-finance capability	самофинансирование

Exercises

Exercise 1. Find in the text equivalents of the following Russian expressions:

организация отдыха и досуга российских и иностранных граждан; для реализации поименованного в пункте 2.01. настоящего Договора предмета деятельности; создают совместное предприятие под названием; услуги и работы в области вычислительной техники и информатики; продукция производственно-технического назначения; соответствующая перерегистрация по представлению правления; переориентация при изменении конъюнктуры; стабильность производственной, финансовой и коммерческой деятельности; на территории третьих стран; повышение экономической эффективности; освоение передовых методов управления.

Exercise 2. Translate Articles 1 and 2 of the Memorandum into Russian.

Exercise 3. Translate the sentences from Russian into English:

- 1) Предметом деятельности предприятия являются производство и сбыт товаров народного потребления.
- 2) Российский участник и иностранный участник создают совместное предприятие.
- 3) Целью деятельности предприятия является насыщение рынка товарами и услугами.
- 4) Предприятие оказывает услуги в области маркетинга, осуществляет выпуск и сбыт рекламной продукции, организацию и проведение международного туризма, выполнение других работ и предоставление услуг, вытекающих из предмета деятельности предприятия.
- 5) Приоритеты реализации аспектов деятельности предприятия, предусмотренных настоящим Договором, определяются размером имеющихся в его распоряжении средств.
- 6) Предприятие определяет приоритеты своей деятельности, исходя из условий стабильности производственной, финансовой и коммерческой деятельности.
- 7) Более гибкая переориентация при изменении рыночной конъюнктуры необходима для обеспечения валютной самоокупаемости и самофинансирования.
- 8) Предприятие осуществляет организацию гостиничного обслуживания, бытовых услуг, а также отдыха и досуга российских и иностранных граждан.

Lesson 2

Article 3 Legal Status

3.01. The JV shall be a legal entity in accordance with the laws in force of the Russian Federation. The JV shall have the right in its own name to conclude agreements/contracts, to acquire property and personal non-property rights, to sue and be sued in court, arbitration and court of referees.

- 3.02. The JV shall become a legal entity since its registration in the Russian Ministry of Finance.
- 3.03. The JV shall maintain an independent balance-sheet and operate on the basis of full cost-accounting, self-finance and payback principles, including in currencies of the PARTNERS and of third countries.
- 3.04. The JV shall perform as established export and import operations and transactions with Russian and foreign organizations, businesses, companies, and execute legal acts including agreements of purchase and sale, hire, insurance, joint venturing.
 - 3.05. The JV shall have the right to:
- 3.05.01. conclude in its own name agreements and contracts for exportation and importation of licenses, know-how, materials (including raw materials), samples of equipment, machinery and other goods;
- 3.05.02. let or lease equipment including computer technology, production accessories and other assets necessary to perform operations and business activities;
- 3.05.03. participate in financing of industrial, housing and social construction projects;
 - 3.05.04. operate its own transport fleet;
- 3.05.05. make use of credit facilities in rubles and in foreign currency from specialized government and commercial banks of the Russian Federation and foreign banks as well as to provide commercial credits in foreign currency and rubles;
 - 3.05.06. engage in leasing transactions;
- 3.05.07. select appropriate currency by agreement with Russian and foreign businesses and organizations to be utilized in settlements in respect of the products sold/purchased and services offered, as well as establish procedures for distribution of own products and services in the Russian and export markets.
- 3.06. The JV shall be deemed to be a limited liability company and shall be liable for its commitments by all its assets, each PARTNER being liable for the JV commitments by its share.
- 3.07. The Russian state is not liable for the JV commitments and the JV is not liable for commitments of the Russian state and those of the PARTNERS.

- 3.08. By the law of the Russian Federation the JV shall own, utilize and dispose of its assets in accordance with the JV purpose, subject of business and nature of the Russia-based assets. Its assets are not subject to requisition or confiscation by administrative decision and are subject to protection in accordance with the law of the Russian Federation. Possession, use and disposition of assets located beyond the Russian territory shall be regulated by international standards and laws of the states where these assets are based.
- 3.09. The JV shall have the right to set up its branches and representative offices both on the territory of the PARTNERS' countries and on the territory of third countries. These branches and representative offices shall be established to function in accordance with the law of such countries.

The branches and representative offices shall operate on the basis of their Statutes. Statutes of such branches and representative offices established on the territory of the PARTNERS' countries are adopted in accordance with the procedure established in the ARTICLES OF ASSOCIATION.

- 3.10. The JV shall make depreciation charges as agreed by both PARTNERS.
- 3.11. The JV shall have a seal and letterhead stationary to be approved by the BOARD.
- 3.12. The JV shall have its trade mark, to be registered in the Chamber of Commerce and Industry of the Russian Federation.

Vocabulary

a legal entity	юридическое лицо
the laws in force	действующее законодательство
in its own name	от своего имени
property rights	имущественные права
personal non-property	личные неимущественные
rights	права
to sue and be sued	выступать в суде в качестве
	истца или ответчика
court of referees	третейский суд
a balance-sheet	баланс, балансовый отчет

cost-accounting	хозяйственный расчет
as established	в установленном порядке
a transaction	сделка
to execute legal acts	совершать юридические акты
an agreement of purchase	договор купли-продажи
and sale	
joint venturing	совместная деятельность
raw materials	сырье
to let	сдавать (в аренду, найм)
to lease	арендовать, брать в аренду
production accessories	производственный инвентарь
leasing	лизинг
a settlement	расчет (за товар или услугу)
a limited liability company	товарищество с ограниченной
	ответственностью
a commitment	обязательство
to dispose of assets	распоряжаться имуществом
a branch	зд.: отделение, филиал
a representative office	представительство
a Statute	
Articles of Association	Устав совместного предприятия
depreciation charges	амортизационные отчисления
a trade mark	торговая марка
Chamber of Commerce	Торгово-промышленная палата
and Industry	
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Exercises

Exercise 1. In the text of Article 3 find equivalent expressions for the following:

С момента регистрации; средства вычислительной техники; валюта, используемая при расчетах за товары или услуги; открывать отделения и представительства; на основе полного

хозрасчета; осуществлять экспортно-импортные операции; осуществлять производственную и коммерческую деятельность; получать кредиты; устанавливать порядок реализации товаров и услуг; отвечать по обязательствам; международные нормы.

Exercise 2. Translate Article 3 into Russian.

Exercise 3. Translate the sentences from Russian into English:

- 1) Предприятие имеет право от своего имени заключать договоры и контракты.
- 2) Предприятие имеет самостоятельный баланс и осуществляет свою деятельность на основе полного хозрасчета.
- 3) Предприятие осуществляет в установленном порядке экспортно-импортные операции.
- 4) Предприятие имеет право брать или сдавать в аренду оборудование, включая средства вычислительной техники.
- 5) Предприятие может участвовать в финансировании строительства объектов производственного, жилищного или социально-культурного назначения.
 - 6) Предприятие имеет собственный транспорт.
- 7) Предприятие выбирает валюту для использования при расчетах за приобретенные или поставленные товары или оказанные услуги.
- 8) Российское государство не несет ответственности по обязательствам предприятия.
- 9) Предприятие делает амортизационные отчисления способом, определяемым соглашением между участниками.
- 10) Предприятие имеет собственную печать и логотип, одобренные правлением.

Lesson 3

Article 6 Authorized Capital and its Formation

The PARTNERS shall make contributions to build the JV Autorized Capital required to set up and operate the JV. The original size of the Autorized Capital shall be ... rubles.

The PARTNERS shall make the following original contributions:

RUSSIAN PARTNER — ... rubles, i.e. ... % of the Authorized Capital;

FOREIGN PARTNER — ... rubles, i.e. ... % of the Authorized Capital.

These contributions into the Authorized Capital in compliance with the existing RF law may include buildings, structures, machinery and other assets, the right of use of buildings, structures, machinery as well as other property rights (including use of inventions, know-how, trademark, etc.), cash facilities both in the currencies of the PARTNERS' countries and in FCC.

The PARTNERS shall appraise the assets contributed into the Authorized Capital according to the agreed prices with due account of the world market prices.

Cash contributed by the PARTNERS in rubles or assets appraised in rubles shall be also converted into the agreed foreign currency in conformity with the official Central Bank exchange rate valid on the date of conversion.

The PARTNERS shall receive a respective document (investment certificate) which certifies the amount of contribution made by each PARTNER into the JV Authorized Capital.

The JV PARTNERS shall have separate rights neither for individual portions of the JV assets nor for the contributions. Each PARTNER's contribution may be assigned, mortgaged or in any other way distributed in part or in total before the JV is dissolved only subject to the BOARD's unanimous decision.

When the BOARD agrees to increase the Authorized Capital, the capital shall be expanded in proportion to each PARTNER's share in the Authorized Capital, which is to be preliminary and unanimously agreed upon. Capital expansion can be financed from

the JV operating profits, bank credits or, when required, via further investments by the PARTNERS.

When required, the JV is entitled to source credits in Russian rubles and the agreed foreign currency made available on commercial terms according to the procedures existing for joint ventures.

Vocabulary:

an authorized capital	уставный фонд
a contribution	вклад, взнос
to set up	создавать, учреждать
to appraise	оценивать
structures	зд.: строения
the agreed price	договорная цена
conversion	пересчет
exchange rate	обменный курс
investment certificate	свидетельство об инвестициях
to assign	передавать (имущество, права и т. д.)
to mortgage	закладывать (имущество)
to dissolve	зд.: закрывать, ликвидировать
unanimous	единодушный, единогласный
to be entitled	иметь право

Exercises

Exercise 1. In part B find expressions equivalent to those given in part A:

A. to increase the authorized capital; to source credits; to make a contribution; to appraise the assets; property rights; respective document; in part or in total; the market prices; to build the authorized capital; cash facilities; separate rights; subject to the board's unanimous decision; operating profits; via futher investments.

В. имущественные права; создавать уставный фонд; оценивать материальные ценности; прибыль от производственной деятельности; сделать вклад; путем дополнительных инвестиций; увеличивать уставный фонд; по единогласному решению

правления; полностью или частично; наличные средства; пользоваться кредитами; обособленные права; цены мирового рынка; соответствующий документ.

Exercise 2. Translate Article 6 into Russian.

Exercise 3. Translate the sentences into English:

- 1) Для обеспечения деятельности предприятия создается уставный фонд за счет вкладов участников.
- 2) Оценка материальных ценностей производится участниками по согласованным договорным ценам с учетом цен мирового рынка.
- 3) Денежные вклады участников в рублях пересчитываются в иностранную валюту.
- 4) Вклад каждого из участников может передаваться полностью или частично только по единогласному решению правления.
- 5) Средства на увеличение уставного фонда появляются за счет прибыли от хозяйственной деятельности предприятия.
- 6) Предприятие пользуется кредитами в рублях и иностранной валюте, предоставляемыми на коммерческих условиях в порядке, установленном для совместных предприятий.
- 7) В соответствии с действующим законодательством Российской Федерации в счет вкладов в уставный фонд могут быть внесены здания, сооружения и оборудование, также право пользования зданиями, сооружениями и оборудованием.
- 8) Увеличение уставного фонда производится пропорционально вкладу каждого из участников в уставный фонд.
- 9) Участники предприятия не располагают обособленными правами ни на отдельные части имущества предприятия, ни на вклады.

Exercise 4. Translate the following from Russian into English using a dictionary, if necessary:

СТАТЬЯ 7 ПЛАНИРОВАНИЕ РАБОТЫ, БАЛАНС И ОТЧЕТНОСТЬ

Предприятие осуществляет свою деятельность и получает прибыль на основе текущих и перспективных планов. Перспективные планы утверждаются Правлением, текущие — Генеральным директором.

Предприятие самостоятельно составляет баланс. Его финансовая деятельность осуществляется на основе производственного учета, самофинансирования и самоокупаемости, в том числе в валютах стран Участников и третьих стран.

Бухгалтерский учет и отчетность осуществляются на русском языке в соответствии с правилами, принятыми в РФ. При необходимости дополнительно ведется бухгалтерский учет и отчетность на английском языке в соответствии с правилами, принятыми в Гонконге.

Стоимостной учет производится в рублях. Суммы в рублях пересчитываются в иностранную валюту в соответствии с официальным обменным курсом Центрального банка РФ на день пересчета.

Суммы в иностранной валюте пересчитываются в рубли в соответствии с официальным обменным курсом Центрального банка РФ на день пересчета.

Финансовые результаты деятельности предприятия определяются на основе годового бухгалтерского отчета, который составляется в первые три месяца по окончании финансового года. Финансовый год начинается 1 января и заканчивается 31 декабря каждого календарного года.

Unit 11 FEDERAL LAW ON JOINT STOCK COMPANIES

FEDERAL LAW ON JOINT STOCK COMPANIES

Article 2. Legal Status of Joint-Stock Company

1. A commercial organization whose charter capital is divided into a specified number of stocks certifying the rights of obligation of the participants of the company (stockholders) with respect to the company shall be deemed to be a joint-stock company (hereinafter: company).

Stockholders shall not be liable for obligations of the company and shall bear the risk of losses connected with its activity within the limits of the value of the stocks belonging to them.

Stockholders who have not fully paid up stocks shall bear joint and several responsibility for obligations of the company within the limits of the unpaid portion of the value of the stocks belonging to them.

2. The company shall be a juridical person and shall have in ownership solitary property taken into account on its autonomous balance sheet, may in its own name acquire and effectuate property and personal non-property rights, bear duties, and be a plaintiff and defendant in a court.

Article 3. Responsibility of Company

- 1. A company shall bear responsibility for its obligations with all of the property belonging to it.
- 2. A company shall not be liable for the obligations of its stock-holders.
- 3. If the insolvency (or bankruptcy) of a company is caused by the actions (or failure to act) of its stockholders or other persons who have the right to give instructions binding upon the company or otherwise have the possibility to determine its actions, then sub-

sidiary responsibility for its obligations may be placed on the said stockholders or other persons in the event of the insufficiency of the property of the company.

The insolvency (or bankruptcy) of a company shall be considered to be caused by the actions (or failure to act) of its stockholders or other persons who have the right to give instructions binding upon the company or otherwise have the possibility to determine its actions only if they have used the said right and/or the possibility for the purposes of the performance of actions by the company knowingly knowing that as a consequence thereof the insolvency (or bankruptcy) of the company shall ensue.

Article 7. Open and Closed Companies

- 1. A company may be open or closed, which shall be reflected in its charter and firm name.
- 2. The stockholders of an open company may alienate the stocks belonging to them without the consent of the other stockholders of this company. Such a company shall have the right to conduct an open subscription for stocks issued by it and shall effectuate the free sale thereof taking into account the requirements of this Federal Law and other legal acts of the Russian Federation. An open company shall have the right to conduct a closed subscription for the stocks to be issued by it except for instances when the possibility of conducting a closed subscription has been limited by the charter of the company or requirements of legal acts of the Russian Federation.

The number of stockholders of an open company shall not be limited.

3. A company whose stocks are distributed only among its founders or other previously determined group of persons shall be deemed to be a closed company. Such a company shall not have the right to conduct an open subscription for stocks to be issued by it or otherwise to offer them for acquisition to an unlimited group of persons.

The number of stockholders of a closed company must not exceed fifty.

If the number of stockholders of a closed company exceeds the limit established by this point, the said company within one year must be transformed into an open company. If the number of its stockholders is not reduced up to the limit established by this point, the company shall be subject to liquidation in a judicial proceeding.

The procedure and periods for the effectuation of the preferential right to acquire stocks being sold by stockholders shall be established by the charter of the company. The period for the effectuation of the preferential right may not be less than 30 or more than 60 days from the moment of the offer of the stocks for sale.

Article 16. Merger of Company

- 1. The merger of a company shall be deemed to be the arising of a new company be means of the transfer to it of all the rights and duties of two or several companies with the termination of the last.
- 2. The companies participating in a merger shall conclude a contract concerning the merger in which the procedure and conditions of the merger shall be determined, and also the procedure for converting the stocks of each company into the stocks and/or other securities of the new company. The Board of directors (or supervisory board) of the company shall submit for decision of the general meeting of stockholders of each company participating in the merger the question concerning reorganization in the form of merger, confirmation of the contract concerning the merger, and confirmation of the act of transfer.
- 4. In the event of the merger of companies, all the rights and duties of each of them shall pass to the company which newly arose in accordance with the act of transfer.

Article 17. Accession of Company

- 1. The accession of a company shall be deemed to be the termination of one or several companies with the transfer of all their rights and duties to the other company.
- 2. The acceding company and the company to which the accession is being effectuated shall conclude a contract concerning accession in which shall be determined the procedure and conditions of the accession, and also the procedure for converting the stocks of the acceding company to the stocks and/or other securities of the company to which the accession is being effectuated. The council of directors (or supervisory council) of each company shall submit for decision of

the general meeting of stockholders participating in the accession the question concerning reorganization in the form of accession and concerning confirmation of the contract concerning the accession. The council of directors (or supervisory council) of the acceding company shall also submit for decision of the general meeting of stockholders the question on confirmation of the act of transfer.

Article 23. Distribution of Property of Company Being Liquidated Among Stockholders

- 1. The property of the company being liquidated remaining after the completion of the settlement of accounts with creditors shall be distributed by the liquidation commission among the stockholders in the following priorities:
- in the first priority shall be effectuated the payments relating to stocks which must be purchased in accordance with Article 75 of this Federal Law:
- in the second priority shall be effectuated payments for dividends credited but not paid with regard to preferred stocks and the liquidation value of preferred stocks determined by the charter of the company;
- in the third priority shall be effectuated the distribution of property of the company being liquidated among the stockholders-possessors of common stocks and all types of preferred stocks.
- 2. The distribution of property of each priority shall be effectuated after the full distribution of property of the preceding priority. The payment by the company of the liquidation value of preferred stocks determined by the charter of the company being liquidated shall be effectuated after the payment in full of the liquidation value of the preferred stocks of the previous priority determined by the charter of the company being liquidated.

If the property existing in the company is insufficient for the payment of dividends credited but not paid and the liquidation value determined by the charter of the company for all stockholders-possessors of preferred stocks of one type, the property shall be distributed among the stockholders-possessors of this type of preferred stocks in proportion to the quantity of stocks of this type belonging to them.

Article 35. Funds and Net Assets of Company

1. A reserve fund in the amount provided for by the charter of the company, but not less than 15% of its charter capital, shall be created in the company.

The reserve fund of a company shall be formed by means of obligatory annual deductions until the attainment of the amount established by the charter of the company. The amount of annual deductions shall be provided for by the charter of the company, but may not be less than 5% of net profit until the attainment of the amount established by the charter of the company.

The reserve fund of a company shall be earmarked for the covering of its losses, and also for the cancellation of bonds of the company and the purchase of stocks of the company in the event of the absence of other means.

The reserve fund may not be used for other purposes.

- 3. The value of net assets of the company shall be valued according to the data of bookkeeping records in the procedure established by the Ministry of Finances of the Russian Federation and the Federal Commission for Securities and the Stock Market attached to the Government of the Russian Federation.
- 4. If at the end of this and each subsequent financial year in accordance with the annual bookkeeping balance sheet proposed for confirmation to the stockholders of the company or the results of an auditor verification the value of net assets of the company proves to be less than its charter capital, the company shall be obliged to declare a reduction of its charter capital up to the amount not exceeding the value of its net assets.
- 5. If at the end of the second and each subsequent financial year in accordance with the annual bookkeeping balance sheet proposed for confirmation to the stockholders of the company or the results of an auditor verification the value of net assets of the company proves to be less than the amount of the minimum charter capital specified in Article 26 of this Federal Law, the company shall be obliged to adopt a decision concerning its liquidation.
- 6. If in the event provided for by point 5 of this Article the decision concerning the reduction of charter capital of the company or liquidation of the company was not adopted, its stockholders, credi-

tors, and also agencies empowered by the State shall have the right to demand the liquidation of the company in a judicial proceeding.

Vocabulary

charter capital	уставный капитал
stock	акционерный капитал, акции
stockholder	акционер, держатель акций
plaintiff	истец
insolvency	неплатежеспособность
ensue	происходить, получаться
	(в результате чего-либо), следовать
alienate	отчуждать собственность
open (closed) subscrip-	открытая (закрытая) подписка
tion	на акции, распределение
	акционерного капитала
preferential rights	преимущественное право
accession	присоединение (собственности)
preferred stock	привилегированные акции
liquidation value	ликвидационная стоимость
attainment	приобретение

Exercises

Exercise 1. Find equivalents in English.

Выносить на решение, привилегированные акции, ликвидационная стоимость, обыкновенные акции, начисленные дивиденды, раздельная и солидарная ответственность, отдельный баланс, истец и ответчик, переуступка права, резервный фонд, обязательные вычеты, чистая прибыль, отчетный год.

Exercise 2. Translate into English.

Статья 16. Слияние

1. Слияние компаний понимается как создание новой компании путем переуступки всех прав и обязательств двух или более компаний с последующей ликвидацией последних.

- 2. Компании, принимающие участие в слиянии, заключают договор о слиянии, который определяет процедуру и условия слияния, а также процедуру перевода акций компаний в акции создаваемой Компании. Правлением Компании выносится на решение общего собрания акционеров каждой компании, участвующей в слиянии, вопрос о реорганизации в форме слияния, утверждении договора о слиянии, и утверждении акта перевода акций.
- 4. В случае слияния компаний, все права и обязанности участвующих компаний переуступаются создаваемой Компании, согласно договору о переводе.

Статья 23. Распределение собственности ликвидируемой Компании между акционерами

- 1. Собственность ликвидируемой Компании после покрытия кредиторской задолженности распределяется ликвидационной комиссией в следующем порядке:
- В первую очередь осуществляются платежи в отношении с акциями, приобретаемыми согласно статье 75 настоящего Закона;
- Во вторую очередь осуществляются платежи по дивидендам, начисленным, но не выплаченным в отношении привилегированных акций и ликвидационной стоимости привилегированных акций, определяемой Уставом компании;
- В третью очередь осуществляется распределение собственности ликвидируемой компании между акционерамидержателями обыкновенных акций и любых привилегированных акций.
- 2. В случае, если собственности компании недостаточно для выплаты дивидендов начисленных, но не выплаченных, а также ликвидационной стоимости привилегированных акций в размере, определяемом Уставом, собственность ликвидируемой компании распределяется между акционерами-держателями любых привилегированных акций пропорционально количеству акций.

Appendix 1

ADDITIONAL TEXTS FOR TRANSLATION

R. Hughes & Son Ltd.

21 Mead Road, Swansea, Glamorgan 3ST 1DR

Telephone: Swansea 58441

Telex: 881821

17th November 19

Mr. R.Cliff, Homemakers Ltd., 54-59 Riverside, Cardiff CF1 1JW

Dear Mr. Cliff,

Thank you for your last delivery. You will be pleased to hear that the dressing tables are selling well.

A number of my customers have been asking about your bookcase and coffee table assembly kits which are listed in your Summer catalogue under KT31, and we would like to test the demand for them. Would it be possible for me to have, say, half a dozen units of each kit, <u>on approval</u>, before placing a firm order?

I have enclosed an order, No B1463, in anticipation of you agreeing, and as there is no particular hurry for the units, you could send them along with your next delivery.

Yours sincerely,

R. Hughes

HOMEMAKERS Ltd.

54-59 Riverside, Cardiff CF1 1JW

Telephone: (0222) 49721

Telex: 38217

24 November 19

R. Hughes and Son Ltd. 21 Mead Road Swansea Glamorgan 3ST 1DR

Dear Mr. Hughes,

It was nice to hear from you again, and to learn that our products are selling well in Swansea and that your customers have become interested in our new do-it-yourself range.

You can certainly have the assembly kits asked for (Cat. No. KT31) and there will be no need to wait until you receive another delivery; I will tell my driver to drop them off on his next delivery to Swansea which will be on Monday.

The provisional order, No. B1463, which you enclosed will be sufficient, but would you return any part of the consignment you have not sold within two months?

I look forward to your next order, and hope to see you when I come to Swansea in December.

Yours sincerely,

R. Cliff

F. Lynch & Co. Ltd.

(Head Office), Nesson House, Newell Street, Birmingham B3 3EL Telephone: 021 236 6571. Fax: 021 236 8592. Telex: 341641

9 March 19____

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

Attn. Mr. D. Causio

Dear Mr. Causio,

Please find enclosed our order, No DR4316, for men's and boys' sweaters in assorted sizes, colours and designs.

We have decided to accept the 15% trade discount you offered and terms of payment viz. documents against payment, but would like these terms reviewed in the near future.

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

If you do not have any of the listed items in stock, please do not send substitutes in their place.

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

Yours sincerely, Lionel Crane Chief Buyer

Enc. order form No. GR4316

HOMEMAKERS Ltd.

54-59 Riverside, Cardiff CF1 1JW

Telephone: (0222) 49721

Telex: 38217

5 February 19____

R. Hughes and Son Ltd. 21 Mead Road Swansea Glamorgan 3ST 1DR

Dear Mr. Hughes,

Thank you for your letter of 3 February in which you said you had received a wrong delivery to your order (No. 1695).

I have looked into this and it appears that you have ordered from an out-of-date catalogue. Our current winter catalogue lists the dressing tables you wanted under DR 189.

I have instructed one of my drivers to deliver the pinefinish dressing table tomorrow and pick up the other consignment at the same time. Rather than sending a credit note, I will cancel Invoice No. T4451 and include another, No. T4467, with the delivery.

There is also a winter catalogue on its way to you in case you have mislaid the one I originally sent you.

Yours sincerely,

R. Cliff

Enc. Invoice No. T4467

F. Lynch & Co. Ltd.

(Head Office), Nesson House, Newell Street, Birmingham B3 3EL Telephone: 021 236 6571. Fax: 021 236 8592. Telex: 341641

15 August 19____

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

Dear Mr. Causio,

Our Order No. 14478

I am writing to you to complain about the shipment of sweaters we received yesterday against the above order.

The boxes in which the sweaters were packed were damaged, and looked as if they had been broken open in transit. From your invoice No. 18871 we estimate that thirty garments have been stolen to the value of 150.00 pounds. And because of the rummaging in the boxes, quite a few other garments were crushed or stained and cannot be sold as new articles in our shops.

As the sale was on a c.i.f. basis and the forwarding company your agents, you suggest you contact them with regard to compensation.

You will find a list of the damaged and missing articles attached, and the consignment will be put to one side until we receive your instructions.

Yours sincerely,

L. Crane Chief Buyer

Соглашение о поставках товаров одним производителем другому

ДАННОЕ СОГЛАШЕНИЕ заключено (да	та)
МЕЖДУ компанией A.B. Co Ltd, зарегистрированная конто	
которой находится («Продавец»), и компанией С	.D.
Co Ltd, зарегистрированная контора которой находит	
(«Покупатель»).	
НАЧАЛО И СРОКИ ВЫПОЛНЕНИЯ СОГЛАШЕНИЯ	
1. Выполнение данного соглашения начинается (о	да-
ma) («Дата начала выполнения соглашения») и (в соответств	зии
с правом прекращения выполнения соглашения, содержащем	ися
в нем) сохраняется в силе до его прекращения предварите.	ль-
ным письменным уведомлением не менее чем за 3 месяца л	њ-
бой из сторон другой стороне [которое вступает в силу не]	pa-
нее чем через 3 года со времени начала выполнения соглаш	пе-
ния (или Латы начала выполнения соглашения)]	

ПРОДАЖА ПРОДУКЦИИ, КОЛИЧЕСТВО, ЦЕНЫ И ПЛАТЕЖИ

- 2.1. Продавец каждый календарный месяц в течение срока действия данного соглашения предоставляет Покупателю продукцию для покупки (описание продукции), произведенную Продавцом до Даты начала выполнения соглашения («Продукция»), по ценам, существующим на Дату начала выполнения соглашения, в средних объемах, эквивалентных максимальному количеству в ______ Продукции в год.
- 2.2. В цены на продукцию входят упаковка, страхование и оплата перевозки в помещения Покупателя, которые время от времени сообщаются Покупателем Продавцу в письменной форме, однако цены исключают налог на добавленную стоимость и другие налоги и сборы.
- 2.3. Продавец вправе, начиная с каждой годовщины Даты начала выполнения соглашения, корректировать цены на любые виды Продукции в соответствии с любым повышением

цен на материалы, рабочую силу, перевозку и любые другие затраты в течение срока действия данного соглашения не более, чем на процент изменения Индекса розничных цен Соединенного Королевства на протяжении 12 месяцев от каждой годовщины.

- 2.4. Если какая-либо Продукция требуется в количестве большем, чем ее максимальное количество, то Покупатель предоставляет Продавцу возможность предложить ее поставку.
- 2.5. Если не будет достигнуто другой взаимной договоренности, то платежи будут осуществляться в конце месяца, предшествующего месяцу получения Продукции в помещениях Покупателя.

ПРОГНОЗЫ, ОБЪЕМ И АКЦЕПТ ЗАКАЗА

- 3.1. Покупатель прилагает усилия, чтобы предоставлять Продавцу по крайней мере за 30 дней письменное уведомление о его приблизительных потребностях в Продукции в каждом календарном месяце, и старается передавать заказы на Продукцию по крайней мере за 7 дней до начала месяца.
- 3.2. Продавец гарантирует, что качество и спецификация Продукции не будут хуже качества и спецификации, достигнутых до Даты начала выполнения соглашения или другим образом указанных в письменной форме Покупателем Продавцу в течение срока действия данного соглашения.
- 3.3. Покупатель вправе в период доставки Продукции отказаться от любой дефектной Продукции и предоставляет Продавцу приемлемую возможность заменить ее, не нарушая никаких других прав Покупателя.

ФОРС-МАЖОР

4. Если выполнение данного Соглашения или любого обязательства по нему не допускается, ограничивается или затрудняется обстоятельствами, выходящими за рамки разумных возможностей контроля стороной, обязанной выполнять его, то эта сторона, после того, как в кратчайшие сроки дала уведомление другой стороне, освобождается от выполнения своих обязательств в том объеме, в котором она не смогла это сделать, однако делает все возможное, чтобы избежать или устранить подобные причины невыполнения обязательств и продолжает выполнение своих обязательств после того, как подобные причины устранены или их последствия уменьшены.

ПРЕКРАЩЕНИЕ ВЫПОЛНЕНИЯ СОГЛАШЕНИЯ

- 5. Каждая сторона в любое время обладает правом, направив письменное уведомление другой стороне, приостановить или прекратить выполнение данного Соглашения, если другая сторона:
- 5.1. нарушает какое-либо положение или условие данного Соглашения и подобное нарушение (если его можно исправить) остается неисправленным в течение 10 дней с того момента, когда другая сторона сообщила ей об этом;
- 5.2. добровольно или принудительно прекращает свое существование, становится банкротом.

Appendix 2

Extract from "INTERNATIONAL RULES FOR INTER-PRETATION OF TRADE TERMS" (INCOTERMS ICC 1990)

EXW

EX WORKS (... named place)

"Ex works" means that the seller fulfils his obligation to deliver when he has made the goods available at his premises (i.e. works, factory, warehouse, etc. to the buyer. In particular, he is not responsible for loading the goods on the vehicle provided by the buyer or for clearing the goods for export, unless otherwise agreed. The buyer bears all costs and risks involved in taking the goods from the seller's premises to the desired destination. This term thus represents the minimum obligation for the seller. This term should not be used when the buyer cannot carry out directly or indirectly the export formalities. In such circumstances, the FCA term should be used.

FCA

FREE CARRIER (... named place)

"Free Carrier" means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer at the named place or point. If no precise point is indicated by the buyer, the seller may choose within the place or range stipulated where the carrier shall take the goods into his charge. When, according to commercial

practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport) the seller may act at the buyer's risk and expense.

This term may be used for any mode of transport, including multimodal transport.

"Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage by rail, road, sea, air, inland waterway or by a combination of such modes. If the buyer instructs the seller to deliver the cargo to a person, e.g. a freight forwarder who is not a "carrier", the seller is deemed to have fulfilled his obligation to deliver the goods when they are in the custody of that person.

"Transport terminal" means a railway terminal, a freight station, a container terminal or yard, a multi-purpose cargo terminal or any similar receiving point.

"Container" includes any equipment used to utilise cargo, e.g. all types of containers and/or flats, whether ISO accepted or not, trailers, swap bodies, ro-ro equipment, igloos, and applies to all modes of transport.

FAS

FREE ALONGSIDE SHIP (... named port of shipment)

"Free Alongside Ship" means that the seller fulfils his obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment.

The FAS term requires the buyer to clear the goods for export. It should not be used when the buyer cannot carry out directly or indirectly the export formalities.

This term can only be used for sea or inland waterway transport.

FOB

FREE ON BOARD (...named port of shipment)

"Free on Board" means that the seller fulfils his obligation to deliver when the goods have passed over the ship's rail at the named port of shipment. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that point.

The FOB term requires the seller to clear the goods for export.

This term can only be used for sea or inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the FCA term is more appropriate to use.

CFR

COST AND FREIGHT

(... named port of destination)

"Cost and Freight" means that the seller must pay the costs and freight necessary to bring the goods to the named port of destination but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered on board the vessel, is transferred from the seller to the buyer when the goods pass the ship's rail in the port of shipment.

The CFR term requires the seller to clear the goods for export.

This term can only be used for sea or inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the CPT term is more appropriate to use.

CIF

COST, INSURANCE AND FREIGHT (...named port of destination)

"Cost, Insurance and Freight" means that the seller has the same obligations as under CFR but with the addition that he has to procure marine insurance against the buyer's risk of loss of or damage to the goods during the carriage. The seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIF term the seller is only required to obtain insurance on minimum coverage.

The term can only be used for sea and inland waterway transport. When the ship's rail serves no practical purpose, such as in the case of roll-on/roll-off or container traffic, the CIP term is more appropriate to use.

CPT

CARRIAGE PAID TO

(...named place of destination)

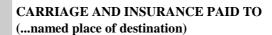
"Carriage paid to..." means that the seller pays the freight for the carriage of the goods to the named destination. The risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time the goods have been delivered to the carrier, is transferred from the seller to the buyer when the goods have been delivered into the custody of the carrier.

"Carrier" means any person who, in a contract of carriage, undertakes to perform or to procure the performance of carriage by rail, road, sea, air, inland waterway or by a combination of such modes.

If subsequent carriers are used for the carriage to the agreed destination, the risk passes when the goods have been delivered to the first carrier.

This term may be used for any mode of transport including multimodal transport.

CIP



"Carriage and insurance paid to..." means that the seller has the same obligations as under CPT but with the addition that he has to procure cargo insurance against the buyer's risk of loss of or damage to the goods during the carriage. The seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIP term the seller is only required to obtain insurance on minimum coverage.

The CIP term requires the seller to clear the goods for export. This term may be used for any mode of transport including multimodal transport.

DAF DELIVERED AT FRONTIER (...named place)

"Delivered at Frontier" means that the seller fulfils his obligation to deliver when the goods have been made available, cleared for export, at the named point and place at the frontier, but before the customs border of the adjoining country. The term "frontier" may be used for any frontier including that of the country of export. Therefore, it is of vital importance that the frontier in question be defined precisely by always naming the point and place in the term. The term is primarily intended to be used when goods are to be carried by rail or road, but it may be used for any mode of transport.

DELIVERED EX SHIP
(...named port of destination)

DES

"Delivered Ex Ship" means that the seller fulfils his obligation to deliver when the goods have been made available to the buyer on board the ship uncleared for import at the named port of destination. The seller has to bear all costs and risks involved in bringing the goods to the named port of destination.

This term can only be used for sea or inland waterway transport.

DELIVERED EX QUAY
(DUTY PAID)
(...named port of destination)

"Delivered Ex Quay (duty paid)" means that the seller fulfils his obligation to deliver when he has made the goods available to the buyer on the quay (wharf) at the named port of destination, cleared for importation. The seller has to bear all risks and costs including duties, taxes and other charges of delivering the goods thereto.

This term should not be used if the seller is unable directly or indirectly to obtain the import licence.

If the parties wish the buyer to clear the goods for importation and pay the duty the words "duty unpaid" should be used instead of "duty paid".

If the parties wish to exclude from the seller's obligations some of the costs payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: "Delivered ex quay, VAT unpaid (... named port of destination)".

This term can only be used for sea or inland waterway transport.

DDU

DELIVERED DUTY UNPAID
(...named place of destination)

"Delivered duty unpaid" means that the seller fulfils his obligation to deliver when the goods have been made available at the named place in the country of importation. The seller has to bear the costs and risks involved in bringing the goods thereto (excluding duties, taxes and other official charges payable upon importation as well as the costs and risks of carrying out customs formalities). The buyer has to pay any additional costs and to bear any risks caused by his failure to clear the goods for import in time.

If the parties wish the seller to carry out customs formalities and bear the costs and risks resulting therefrom, this has to be made clear by adding words to this effect.

If the parties wish to include in the seller's obligations some of the costs payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: "Delivered duty unpaid, VAT paid, (... named place of destination)".

This term may be used irrespective of the mode of transport.

DDP DELIVERED DUTY PAID (...named place of destination)

"Delivered duty paid" means that the seller fulfils his obligation to deliver when the goods have been made available at the named place in the country of importation. The seller has to bear the and risks and costs, including duties, taxes and other charges of delivering the goods thereto, cleared for importation. Whilst the EXW term represents the minimum obligation for the seller, DDP represents the maximum obligation.

This term should not be used if the seller is unable directly or indirectly to obtain the import licence.

If the parties wish the buyer to clear the goods for importation and to pay the duty, the term DDU should be used.

If the parties wish to exclude from the seller's obligations some of the cost payable upon importation of the goods (such as value added tax (VAT)), this should be made clear by adding words to this effect: "Delivered duty paid, VAT unpaid (... named place of destination)".

This term may be used irrespective of the mode of transport.

Appendix 3

ABBREVIATIONS

1. Geographic Names

Names of states, districts and territories of the Unites States are abbreviated as follows (the two-letter Postal Service Abbreviations must appear on all envelope addresses):

STATES, DISTRICTS AND TERRITORIES	ABBREVIATIONS	
	Standard	Two-letter
Alabama	Ala.	AL
Alaska	Alaska	AK
Arizona	Ariz.	AZ
Arkansas	Ark.	AR
California	Calif.	CA
Canal Zone	C.Z.	CZ
Colorado	Colo.	CO
Connecticut	Conn.	CT
Delaware	Del.	DE
District of Columbia	D.C.	DC
Florida	Fla.	FL
Georgia	Ga.	GA
Guam	Guam	GU
Hawaii	Hawaii	HI
Idaho	Idaho	ID
Illinois	I11.	IL
Indiana	Ind.	IN
Iowa	Iowa	IA
Kansas	Kans.	KS

Kentucky	Ky.	KY
Louisiana	La.	LA
Maine	Maine	ME
Maryland	Md.	MD
Massachusetts	Mass.	MA
Michigan	Mich.	MI
Minnesota	Minn.	MN
Mississippi	Miss.	MS
Missouri	Mo.	MO
Montana	Mont.	MT
Nebraska	Nebr.	NB
Nevada	Nev.	NV
New Hampshire	N.H.	NH
New Jersey	N.J.	NJ
New Mexico	N.Mex.	NM
New York	N.Y.	NY
North Carolina	N.C.	NC
North Dakota	N.Dak.	ND
Ohio	Ohio	OH
Oklahoma	Okla.	OK
Oregon	Oreg.	OR
Pennsylvania	Pa.	PA
Puerto Rico	P.R.	PR
Rhode Island	R.I.	RI
South Carolina	S.C.	SC
South Dakota	S.Dak.	SD
Tennessee	Tenn.	TN
Texas	Tex.	TX
Utah	Utah	UT
Vermont	Vt.	VT
Virgin Islands	V.I.	VI
Virginia	Va	VA
Washington	Wash.	WA
West Virginia	W.Va	WV
Wisconsin	Wis.	WI
Wyoming	Wyo.	WY

Names of Canadian provinces are abbreviated as follows:

PROVINCE	ABBREVIATIONS	
	Standard	Two-letter
Alberta	Alta.	AB
British Columbia	B.C.	BC
Labrador	Lab.	LB
Manitoba	Man.	MB
New Brunswick	N.B.	NB
Newfoundland	Newf./Nfld.	NF
Northwest Territories	N.W.Ter.	NT
Nova Scotia	N.S.	NS
Ontario	Ont.	ON
Prince Edward Island	P.E.I.	PE
Quebec	Que.	PQ
Saskatchewan	Sask.	SK
Yukon Territory		YT

2. International and National Organizations and Agencies

ACABQ	Advisory Committee on Administrative and Budgetary Questions	Консультативный комитет по административным и бюджетным вопросам (ККАБВ)
BIS	Bank for International	Банк международных
	Settlements	расчетов
CB	Central Bank of the	Центральный банк
	Russian Federation	Российской Федера-
		ции (ЦБ)
CE	Council of Europe	Совет Европы

CEC	Commission of the European Communities	Комиссия Европейских сообществ
CMI	International Maritime Committee	Международный морской комитет
DCS	the US-Russia Defense Conversion Subcommit- tee	Американо- Российский подкоми- тет по конверсии
ECA	Economic Commission for Africa	Экономическая ко- миссия ООН для Аф- рики (ЭКА)
ECE	Economic Commission for Europe	Экономическая комиссия ООН для Европы (ЭКЕ)
ECLA	Economic Commission for Latin America	Экономическая комиссия ООН для стран Латинской Америки (ЭКЛА)
ECOSOC	Economic and Social Council	Экономический и со- циальный совет ООН
EIB	European Investment Bank	Европейский инвестиционный банк (ЕИБ)
EMCF	European Monetary Cooperation Fund	Европейский фонд валютного сотрудничества (ЕФВС)
EMS	European Monetary System	Европейская валютная система (EBC)
EPA	the US Environmental Protection Agency	Управление по защите окружающей среды США
Eximbank	Export-Import Bank of the United States	Экспортно-импортный банк США
FAO	Food and Agricultural Organization of the United Nations	Организация Объединенных Наций по вопросам продовольствия и сельского хозяйства (ФАО)
FRB	Federal Reserve Bank	Федеральный резервный банк США

FTAC	Foreign Trade Arbitration Commission	Внешнеторговая арбитражная комиссия
IAEA	International Atomic Energy Agency	Международное агенство по атомной энергии (МАГАТЭ)
IBE	International Bureau of Education	Международное бюро по вопросам образования (МБО)
IBI	Inter-governmental Bureau for Informatics	Межправительственное бюро по информатике (МБИ)
IBRD	International Bank for Reconstruction and De- velopment	Международный банк реконструкции и развития (МБРР)
ICAO	International Civil Aviation Organization	Международная организация гражданской авиации
ICC	International Chamber of Commerce	Международная тор- говая палата (МТП)
ICCA	International Council for Commercial Arbi-	Международный совет по торговому арбит-
IDA	tration International Development Association	ражу (МСТА) Международная ассо- циация развития
IDB	Inter-American Development Bank	Межамериканский банк развития (МБР)
IEA(1)	International Economic Association	Международная экономическаяя ассоциация (МЭА)
IEA(2)	International Energy Agency	Международное энергетическое агенство
IEFC	International Emergency Food Council	Всемирный продовольственный совет (ВПС)
IFAD	International Fund for Agricultural Develop- ment	Международный фонд сельскохозяйственного развития

IFC	International Finance Corporation	Международная финансовая корпорация (МФК)
IFS	Institute of Fiscal Studies	Институт финансовых исследований
IILS	International Institute for Labour Studies	Международный институт социальных исследований
ILA	International Law Association	Международная ассоциация юридических наук
ILO	International Labour Organization	Международная организация труда (МОТ)
IMCO	Inter-governmental Maritime Consultative Organization	Межправительственная морская консультативная организация (ИМКО)
IMF	International Monetary Fund	Международный валютный фонд (МВФ)
INMARSAT	International Maritime Satellite Telecommuni- cations Organization	Международная организация морской спутниковой связи (ИНМАРСАТ)
INPADOC	International Patent Documentation Centre	Международный центр патентной информации
IOC	Inter-governmental Oceanographic Commission	Межправительственная океанографическая комиссия (МОК)
IPFC	Indo-Pacific Fisheries Council	Индо-Тихоокеанский совет по рыболовству
ISO	International Standardization	Международная организация по стандарти-
ITU	Organization International Telecommunication Union	зации Международный союз электросвязи (МСЭ)

JCTC	the US-Russia Joint Commission for Tech- nological Cooperation on Energy and Space	Американо- российская совмест- ная комиссия по тех- ническому сотрудни- честву в области энер- гетики и космоса
MAC	Maritime Arbitration Commission	Морская арбитражная комиссия
MUNOSYST	Multilateral system for the notification of laws and regulations con- cerning foreign trade and changes therein	Многосторонняя система уведомления о законах и регламентах, касающихся внешней торговли и об изменениях в них (МНОУСИСТ)
NGO	Non-governmental organization	Неправительственная организация
OAS	Organization of American States	Организация Амери- канских государств (ОАГ)
OECD	Organization for Economic Cooperation and Development	Организация экономического сотрудничества и развития (ОЭСР)
OPEC	Organization for Petro- leum Exporting Coun- tries	Организация стран- экспортеров нефти (ОПЕК)
SITC	Standard International Trade Classification	Международная стандартная торговая классификация
UNCDF	United Nations Capital Development Fund	Фонд ООН капитального развития (ФКР ООН)
UNCITRAL	UN Commission on International Trade Law	Комиссия ООН по международному торговому праву

UNESCO	United Nations Educational, Scientific and Cultural Organization	Организация Объединенных Наций по вопросам образования, науки и культуры (ЮНЕСКО)
UNIDO	United Nations Industrial Development Organization	Организация Объединенных Наций по промышленному развитию (ЮНИДО)
UNISIST	Inter-governmental Programme for Cooper- ation in the Field of Scientific and Techno- logical Information	Межправительственная программа сотрудничества в области научной и технической информации
UNO	United Nations Organization	Организация Объединенных Наций (ООН)
UNRF	United Nations Revolving Fund	Оборотный фонд ООН (ОФ ООН)
UNSF	United Nations Special Fund for Economic Development	Специальный фонд ООН для экономиче- ского развития
UPU	Universal Postal Union	Всемирный почтовый союз (ВПС)
USAID	US Agency for International Development	Агенство междуна- родного развития США
USIA	United States Information Agency	Информационное агентство США
WAITRO	World Association of Industrial and Techno- logical Research Organ- izations	Всемирная ассоциация организаций промышленных и технических исследований (ВАИТ-РО)
WB WFC	World Bank World Food Council	Всемирный банк Всемирный продо- вольственный совет ООН
WIPO	World Intellectual	Всемирная организа-

Property Organization ция по охране интел-

> лектуальной собственности (ВОИС)

WTC World Trade Center Центр международной

торговли

3. Academic Degrees

A.A. Associate in Arts

Associate in Applied Science A.A.S.

B.A. or A.B. Bachelor of Arts

Bachelor of Business Administration BBA

B.S. Bachelor of Science D.A. Doctor of Arts

D.B.A. Doctor of Business Administration

Doctor of Divinity D.D.

D.D.S. **Doctor of Dental Surgery**

Doctor of Dental Science

Doctor of Education Ed.D. Ed.M. Master of Education Ed S Specialist in Education Doctor of Jurisprudence J.D. J.M. Master of Jurisprudence Doctor of the Science of Law

LL.B. Bachelor of Laws M.A. or A.M. Master of Arts

M.B.A. Master of Business Administration

Doctor of Medicine M.D. M.Div. Master of Divinity Master of Science M.S. Ph.D. Doctor of Philosophy Th.D Doctor of Theology

LS.D.

4. Abbreviations Used in Commercial Documents

A1	first-class	первый класс,
AI	IIIst-Class	первый класс,
a.a.r.	against all risks	против всех рисков
A.C.	account current	текущий счет
a/c, acct.	account	счет
a/c, acct.	advertisement	• 101
advt.	advertisement	реклама, объявление
		объявление, реклама
agt.	agent	агент
amt.	amount	сумма
a.o.	account of	за счет кого-либо
approx.	approximately	приблизительно
arrvls	arrivals	прибывшие партии
art.	article	статья, предмет, товар
ATX	automatic telephone	автоматическая
	exchange	телефонная станция
a.w.	actual weight	фактический вес
AWB	airway bill	авиатранспортная
		накладная
bbl	barrel	баррель, бочонок
B.E.	bill of exchange	переводной вексель
	bill of entry	таможенная
		декларация
B/L	Bill of Lading	коносамент
Blading	Bill of Lading	коносамент
BOP	balance of payments	платежный баланс
Bros.	brothers	братья
bsh.	bushel	бушель
bus.	bushel	бушель
c.	cent	цент
cap.	capacity	производительность,
		мощность
CD	certificate of deposit	депозитный
		сертификат
cerf.	certificate	удостоверение, свиде-
		тельство, сертификат
CFR	cost and freight	стоимость и фрахт
CIIC	cost and noight	отоплость и фрам

ch.fwd	charges forward	расходы подлежат оплате грузополучателем
chges	charges	расходы
CIF	_	сиф: стоимость, стра-
	freight	хование и фрахт
CIP	carriage and insurance	оплата транспортиров-
	paid to	ки и страхования
C.N.	credit note	кредит-нота,
		кредитовое авизо
	consignment note	транспортная наклад-
		ная
C.O.D.	cash on delivery	наложенный платеж,
		оплачивается при до-
		ставке
com	commission	комиссия, комиссион-
		ное вознаграждение
confmd	confirmed	подтвержденный
Con.Inv.	consular invoice	консульская фактура
cont.	contract	контракт, договор
C.P.	charter party	чартер-партия
CPT	carriage paid to	условия поставки «с
		оплатой фрахта»
C.T.	cable transfer	телеграфный перевод
c.w.o.	cash with order	наличный расчет при
		выдаче заказа
D/A	documents against ac-	документы против
	ceptance	акцепта
	documents attached	документы приложены
DAF	delivered at frontier	франко-граница
D/B	documentary bill	документированная
	1 1 1 0	тратта
D.D.	demand draft	тратта срочная
	1.1.2	при предъявлении
	demand deposit	вклад до востребования
dd.	dated	датированный
	delivered	доставленный

DDP	delivered duty paid	поставка с оплатой
DDII		таможенной пошлины
DDU	delivered duty unpaid	поставка без оплаты
1.1	1.11	таможенной пошлины
dely.	delivery	поставка, доставка
dem.	demurrage	плата за простой,
_		простой
Dep.	department	отдел, департамент
	deputy	заместитель
DEQ	delivered ex quay	поставка с пристани,
		«франко-пристань»
DES	delivered ex ship	поставка с борта судна
d.f.	dead freight	мертвый фрахт
dis	discount	скидка
D/P	documents against	документы за налич-
	payment	ный расчет
d.w.	deadweight	дедвейт, полная грузо-
		подъемность судна
dz.	dozen	дюжина
E.&O.E.	errors and omissions	исключая ошибки
	excepted	и пропуски
ECU	European Currency	Европейская валютная
	Unit	единица
E.E.	errors excepted	исключая ошибки
emb.	embargo	эмбарго, запрет
enc.	enclosure	приложение
encl.	enclosure	приложение
exc.	except	исключая
exps.	expenses	расходы
EXW	ex works	условия поставки
		«франко-завод»
	ex warehouse	условия поставки
		«франко-склад»
f.a.a.	free of all average	свободно от всякой
	-	аварии
fact	factory	завод, фабрика
f.a.q.	fair average quality	справедливое среднее
-	- · ·	качество

FAS	free alongside ship	условие поставки
		«свободно вдоль борта
		судна»
FCA	free carrier	условие поставки
		«франко-перевозчик»
FCC	free convertible	свободно конвертиру-
	currency	емая валюта
fgt.	freight	фрахт, груз
FOB	free on board	условие поставки фоб,
		«франко-борт»
f.o.c.	free of charge	бесплатно
f.p.a.	free of particular	свободно от частной
1	average	аварии
frgt.	freight	фрахт, груз
ft.	foot, feet	фут, футы
FY	fiscal year	финансовый год
FYE	fiscal year end	конец финансового года
gal	gallon	галлон
G.C.	general cargo	генеральный груз,
		смешанный груз
gds.	goods	товар(ы)
GDP	gross domestic product	валовой внутренний
		продукт
G.M.	General Manager	главный управляющий,
	C	генеральный директор
G.M.B.	good merchantable	хороший коммерче-
	brand	ский сорт
GNP	gross national product	валовой национальный
		продукт
G.R.T.	gross register tons	брутто-регистровые
		тонны
gr.wt.	gross weight	вес брутто
gtd	guaranteed	гарантированный
guar.	guarantee	гарантия
g.w.	gross weight	вес брутто
h.	hour	час
hdbk	handbook	справочник
h.p.	horse power	лошадиная сила

receipt imperial gallon английский галлон imp.bu. imperial bushel английский бушель in. inch дюйм interest проценты Inc. incorporated зарегистрированный как корпорация ince., ins. insurance страховка inst. instant текущего месяца int. interest проценты international международный inv. invoice счет-фактура Jnr. junior младший jnt. joint объединенный IT information technology информационных систем и работы с ними униформационных систем и работы с ними информационных систем и работы с ними совместное предприятие kg kilogram килограмм нунт стерлингов litre литр 1.a. letter of advice извещение, авизо L/C letter of credit аккредитив Ltd. limited с ограниченной ответственностью lg.tn. long ton англотонна, большая тонна lic. license лицензия L.S. left side левая сторона максимум, максимальный максимум, максиму	IDR	international depository	
imp. bu.imperial bushelанглийский бушельin.inchдюймinc.incorporatedзарегистрированный как корпорацияinc.includingвключаяince., ins.insuranceстраховкаinst.instantтекущего месяцаint.interestпроцентыint.interestпроцентыint.invoiceсчет-фактураJnr.juniorмладшийjnt.jointобъединенныйITinformation technologyтехнология созданияJVjoint ventureсовместное предприятиеkgkilogramкилограммlpoundфунт стерлинговlitreлитрl.a.letter of adviceизвещение, авизоL/Cletter of creditаккредитивLtd.limitedс ограниченнойoтветственностьюответственностьюlg.tn.long tonанглотонна, большаяlic.licenseлицензияL.S.left sideлевая сторонаlocus sigilliместо печатиmag.magazineжурналman.manufacturedизготовленныйmax.maximumмаксимум, максималь-			зитное свидетельство
in. inch interest проценты Inc. incorporated зарегистрированный как корпорация inc. including включая ince., ins. insurance страховка inst. instant текущего месяца int. interest проценты international международный inv. invoice счет-фактура Jnr. junior младший jnt. joint oбъединенный IT information technology технология создания информационных систем и работы с ними JV joint venture совместное предприятие kg kilogram килограмм l pound фунт стерлингов litre литр l.a. letter of advice извещение, авизо L/C letter of credit аккредитив ltd. limited с ограниченной ответственностью lg.tn. long ton англотонна, большая тонна lic. license лицензия L.S. left side левая сторона locus sigilli место печати mag. magazine журнал man. manufactured изготовленный max. maximum максимум, максималь-	i.gal.	imperial gallon	английский галлон
interest проценты interest проценты inc. incorporated зарегистрированный как корпорация inc. including включая ince., ins. insurance страховка inst. instant текущего месяца int. interest проценты international международный inv. invoice счет-фактура Jnr. junior младший jnt. joint объединенный IT information technology технология создания информационных систем и работы с ними JV joint venture совместное предприятие kg kilogram килограмм litre литр l.a. letter of advice извещение, авизо L/C letter of credit аккредитив Ltd. limited с ограниченной ответственностью lg.tn. long ton англотонна, большая тонна lic. license лицензия L.S. left side левая сторона locus sigilli место печати mag. magazine журнал man. manufacture изделие manfd. manufactured изготовленный max. maximum максимум, максималь-	imp.bu.	imperial bushel	английский бушель
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L.S. left side левая сторона locus sigilli место печати mag. magazine журнал man. manufacture изделие manfd. manufactured изготовленный max. maximum максимум, максималь-			тонна
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mag.magazineжурналman.manufactureизделиеmanfd.manufacturedизготовленныйmax.maximumмаксимум, максималь-	L.S.	left side	левая сторона
man.manufactureизделиеmanfd.manufacturedизготовленныйmax.maximumмаксимум, максималь-		locus sigilli	место печати
manfd. manufactured изготовленный max. maximum максимум, максималь-	mag.	magazine	журнал
max. maximum максимум, максималь-		manufacture	изделие
,,,,	manfd.	manufactured	изготовленный
ный	max.	maximum	максимум, максималь-
			ный

m.d.	months after date	через месяцев от сего числа
med.	medium	середина, средний
mem(o)	memorandum	меморандум
Messrs.	Messieurs	господа, фирма
mfd.	manufactured	изготовленный
Mgr.	manager	управляющий,
		заведующий
min.	minimum	минимальный, минимум
M.I.P.	marine insurance policy	полис морского стра-
		хования
mkt.	market	рынок
mo.	month	месяц, ежемесячно
M/R	mate's receipt	штурманская расписка
M.S.	motor ship	теплоход
M.T.	metric ton	метрическая тонна
M.V.	motor vessel	теплоход
m.t.	machine tool	станок
	metric ton	метрическая тонна
	motor tanker	наливной танкер
N.	number	номер, число
n.	net	нетто, чистый
N/A	data not available	нет данных
	new account	новый счет
N.B.	nota bene	примечание
n/e	not exceeding	не превышающий
n/m	not marked	без маркировки
Nos.	numbers	номера, числа
n.p.	net proceeds	чистая выручка
n.r.t.	net register tonnage	чистый регистровый
		тоннаж
nt.wt.	net weight	чистый вес, вес нетто
NW	net worth	собственный капитал
		предприятия, стои-
		мость имущества за
		вычетом обязательств
NYSE	New York Stock	Нью-Йоркская фондо-
	Exchange	вая биржа

O.C.	office copy	копия, остающаяся в делах
Oc. B/L	ocean bill of lading	морской коносамент
O/D, o/d	on demand	по требованию
	overdraft	овердрафт, превыше-
		ние кредита
o.e.	omissions excepted	исключая пропуски
off.	offer	предложение
O/o	order of	по поручению,
		по распоряжению
p.	patent	патент
	perishable	скоропортящийся
	port	порт
	page	страница
p.a.	particular average	частная авария
	per annum	в год, ежегодно
	power of attorney	доверенность
para	paragraph	параграф, пункт
Pat.Off.	Patent Office	Бюро патентов
pay(m)t	payment	платеж
p/c	prices current	действующие цены
pcl.	parcel	пакет, посылка, партия
pcs.	packages	места (груза)
per an.	per annum	в год, ежегодно
per pro.	per procurationem	по доверенности
pkg.	package	место
pm.	premium	премия; взнос
P.O.	postal order	денежный перевод по
		почте
P.O.B.	post-office box	почтовый ящик
P.O.C.	port of call	порт захода
P.O.D.	payment on delivery	наложенный платеж
ppd.	prepaid	оплаченный заранее
prox.	proximo	следующего месяца
P.S.	postscript	постскриптум,
		приписка
	private secretary	личный секретарь
ps.	pieces	единицы, штуки

pt.	part	часть
•	payment	платеж
	point	ПУНКТ
	port	порт
PTA	production and trade	производственно-
	association	торговая ассоциация
p.t.o.	please turn over	смотрите на обороте
Q.	quantity	количество
qty.	quantity	количество
qual.	quality	качество
R.	rail way	железная дорога
	ruble	рубль
	rupee	рупия
r.	receipt	расписка, квитанция
RBP	restrictive business	ограничительная дело-
	practices	вая практика
rcts.	receipts	поступления, доход
rc(v)d	received	получено
re; Re	regarding	касательно
RE	real estate	недвижимое имуще-
		ство
recd.	received	получено
ref.	refer	смотрите, обратитесь
regd.	registered	заказной (о почтовых
		отправлениях)
rem.	remittance	денежный перевод
Rep.	representative	представитель
resp.	respecting	относительно
	respectively	соответственно
R.M.	registered mail	заказная почта
R.P.	reply paid	ответ оплачен
RPI	retail price index	индекс розничных цен
r/p	return of post	обратная почта
Rs.	rupees	рупии
Rw.	railway	железная дорога
S.	series	серия
	southern	йинжо
	street	улица

S.	shilling	ШИЛЛИНГ
S.D.	sight draft	тратта, срочная по
	8	предъявлении
	sea damaged	поврежденный мор-
	200 200000	ской водой
SDR	special drawing rights	специальные права за-
	8 8 8	имствования
s.f.	semi-finished	полуобработанный
sg.	signature	подпись
C	signed	подписано, подписан-
	C	ный
shtg.	shortage	недостача, нехватка
sh.tn.	short ton	малая (короткая) тонна
sk.	sack	мешок, куль
slgs.	sailings	отходящие суда, рас-
		писание отхода судов
SNA	System of National	система национальных
	Accounts	счетов
Soc.	society	общество
SORP	Statements of	рекомендованные
	Recommended Practice	формы бухгалтерского
		учета
spec.	specification	спецификация
	specimen	образец
specif.	specification	спецификация
S.S.	steamship	пароход
SSAP	Statements of Standard	стандартные формы
	Accounting Practice	бухгалтерского учета
St.	street	улица
st.	standard	стандарт
Stn.	station	станция
T.	tare	вес тары, тара
	transfer	перевод, перечисление
t.	ton	тонна
tab.	table	таблица
Tel.	telephone	телефон
	telegram	телеграмма
Tel. Add.	telegraphic address	телеграфный адрес

telg. TIR	telegram Transport Internatio- nal Router	телеграмма тир карнет (таможен- ное разрешение на про- воз груза через границу при минимальных
T.L.O.	total loss only	формальностях) только в случае полной гибели
T.M.	trade mark	торговая марка
T.M.O.	telegraph money order	денежный перевод по телеграфу
T/R	trust receipt	сохранная расписка
T.T.	telegraphic transfer	телеграфный перевод
T.V.	tank vessel	наливное судно, танкер
T.W.	total weight	общий вес
tx	taxes	налоги
u.	unit	единица
	unpaid	неоплаченный
UCC	Uniform Commercial	Единый коммерческий
	Code	кодекс
UCP	Uniform Customs and	Единообразные обычаи
	Practice for Documen-	и практика, касающие-
	tary Credits	ся документарных ак-
		кредитивов
ult.	ultimate	прошлого месяца
undld	undelivered	недоставленный, непо- ставленный
urgt.	urgent	срочный
U.S.S.	United States Standard	американский стандарт
u.u.r.	under usual reserve	с обычной оговоркой
V.	vessel	судно
val.	value	стоимость, ценность
VAT	value-added tax	налог на добавленную стоимость (НДС)
vol.	volume	объем; том
voy.	voyage	рейс
VIP	very important person	очень важное лицо
V.P.	vice-president	вице-президент

VS.	versus	против
w.	weight	вес
W.B.	waybill	транспортная наклад-
		ная
w.g.	weight guaranteed	вес гарантирован
wh.	wharf	пристань
whs.	warehouse	товарный склад
W.N.P.	wire non payment	телеграфируйте
		в случае неплатежа
wt.	weight	вес
W.W.	warehouse warrant	складской сертификат
		(гарантия сохранности
		товара на складе)
Y.A.R.	York-Antwerp Rules	Йорк-Антверпенские
		правила

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