

МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ
НАЦІОНАЛЬНИЙ УНІВЕРСИТЕТ БІОРЕСУРСІВ
І ПРИРОДОКОРИСТУВАННЯ УКРАЇНИ

Наталія Яременко

ENGLISH FOR
BUSINESS DOCUMENTS

КИЇВ 2016

УДК 811.111'276.6(075.8)

Я72

ББК 81.43Англ.-7-923

Рецензенти:

В.Д. Шинкарук, доктор філологічних наук, професор,
академік АН вищої школи України

О.В. Шарко, доктор технічних наук, професор

Н.О. Ткачова, доктор педагогічних наук, професор

*Рекомендовано до друку на засіданні вченої ради
Національного університету біоресурсів і природокористування України
(протокол № 6 від 28 грудня 2016 р.)*

Яременко Н.В.

Я72 English for Business Documents : навч. посібник / Н. Яременко. – К.: ЦП
«Компринт», 2016. – 171 с.

ISBN

Посібник містить практичні відомості зі складання ділових листів та документів, стандартні фрази та обороти у деяких ситуаціях ділового спілкування та листування, зразки листів, договорів, контрактів, платежів та інших документів, англо-український словник ділових термінів та висловів.

Посібник призначений для аудиторної і самостійної роботи з дисципліни «Ділова іноземна мова (англійська)» студентів ОС «магістр» транспортних спеціальностей вищих навчальних закладів усіх рівнів акредитації.

УДК 811.111'276.6(075.8)

ББК 81.43Англ.-7-923

ISBN

CONTENTS

| | |
|-------------------------------------------|-----|
| Introduction..... | 4 |
| Unit 1 | |
| Enquiries/ Replies to enquiries..... | 6 |
| Unit 2 | |
| Offers..... | 32 |
| Unit 3 | |
| Orders..... | 45 |
| Unit 4 | |
| Contracts..... | 63 |
| Unit 5 | |
| Terms of payment / Terms of delivery..... | 81 |
| Unit 6 | |
| Transport documents..... | 102 |
| Unit 7 | |
| Insurance of goods..... | 117 |
| Unit 8 | |
| Complaints and adjustments..... | 136 |
| Test A..... | 154 |
| Test B..... | 158 |
| Index..... | 162 |
| References | 171 |

ПЕРЕДМОВА

Запропонований навчальний посібник «English for Business Documents» призначено для аудиторної та позааудиторної роботи студентів освітнього ступеня «магістр» спеціальності 275 «Транспортні технології» (автомобільний транспорт).

Завданням цього посібника є розвиток у студентів навичок усного й письмового ділового спілкування, поглиблення навичок реферування англійською мовою автентичних англомовних текстів за діловою тематикою та навичок ділового листування, пов'язаного зі сферою навчання.

Посібник складається з 8 уроків (Units) за такою тематикою: «Запит/Відповідь на запит», «Оферта», «Замовлення», «Контракти», «Умови сплати та доставки», «Транспортні документи», «Страховання», «Скарги та їх урегулювання», які розраховані на 60 годин аудиторних практичних занять. Кожний урок містить наступні розділи:

I. Glossary

II. Information on making ...

III. ESP Skills Encrease

IV. Grammar Skills Encrease

V. Communication Skills Encrease

Розділ «Glossary» містить лексику ділових термінів, висловів та словосполучень для активного засвоєння в усній і письмовій мові згідно з темою урока з перекладом на українську мову.

У розділі «Information on making ...» наведена інформація з написання ділової кореспонденції відповідно до теми урока з прикладами стандартних фраз англійською мовою.

Розділ «ESP Skills Encrease» містить вправи на засвоєння активної лексики, зразки ділової кореспонденції відповідно до теми урока, діалоги, які наявно демонструють різницю розмовної мови на ділові теми від стиля листів та документів.

У розділі «Grammar Skills Encrease» - вправи на повторення деякого граматичного матеріалу, характерного для вживання у діловій мові.

Розділ «Communication Skills Encrease» спрямований на розвиток навичок ділового спілкування. Запропонована тема може бути як то темою для непідготовленого обговорення в аудиторії, так і підготовленої доповіді або проектної роботи студента.

Контроль знань та навиків студентів представлено у розділі «Test» після восьмого уроку.

Для облегшення користування посібником також додається англо-український словник ділових термінів та словосполучень.

Бажаємо успіхів!

UNIT 1

ENQUIRIES / REPLIES TO ENQUIRIES

I. Glossary.

Activity 1. Read and remember the following words and word combinations.

| | |
|-------------------------------------------|-------------------------------------------------------------------------------------------|
| 1. Advertise (v) | Рекламувати, поміщати оголошення |
| 2. As per | Згідно з |
| 3. Associate (n) an associated company | Колега, компаньйон Дочірнє підприємство |
| 4. Be indebted to smb for smth | Бути вдячним кому-небудь за що-небудь |
| 5. Bulk buyer | Оптовий покупець |
| 6. Concession / discount (n) | Знижка |
| 7. Consulate (n) | Консульство |
| 8. Co-operative society | Коперативне товариство |
| 9. Deal in smth (v) | Торгувати чим-небудь |
| 10. Deliver (v) | Доставляти |
| 11. Embassy (n) | Посольство |
| 12. Enquiry (n) | Запит |
| 13. Get in touch (v) | Зв'язуватися |
| 14. Leaflet (n) | Листівка, проспект |
| 15. Maintenance (n) | Зміст, догляд, експлуатація |
| 16. Pattern (n) | Модель |
| 17. Quotation (n) | 1. Котирування, ціна, курс, розцінка 2. Пропозиція, оферта |
| 18. Quote (v) quote a price for smth | Призначати (ціну, умови), робити пропозицію, повідомляти Призначити ціну на що-небудь. |
| 19. Range (n) | Ряд, набір, номенклатура |
| 20. Reply (n) | Відповідь |

| | |
|----------------------------------------------------------------|------------------------------------------------------|
| 21. Representative (n) | Представник |
| 22. Require (v) | Вимагати, потребувати |
| 23. Retailer (n) Retail trade | Роздрібне торгове підприємство Роздрібна торгівля |
| 24. Sample (n) | Зразок (торгівельний) |
| 25. Subsidiary (n) | Філія |
| 26. Substantial (adj) | Значний |
| 27. Supplier (n) | Постачальник |
| 28. Term (usually in plural – terms) (n) on the terms of | Умови, строки На умовах |
| 29. Turnover (n) | Обіг |
| 30. Wholesale (n) a wholesaler | Оптовий продаж Оптове торгове підприємство |

II. Study the information on making enquiries

1. How to make enquiries

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. 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 (or to make him an offer), the Buyer gives as far as possible a detailed description of the goods required by him.

A simple enquiry can be made by email, fax, or cable. The contents of an enquiry will depend on three things: how well you know the supplier, whether the supplier is based in your country or abroad, and the type of goods or services you are enquiring about.

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

- 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 goods in question at an exhibition or trade fair; you may be writing as a result of

recommendation from a business associate, or on the basis of an advertisement in the daily, weekly or trade press.

- Some indication of the demand in your area for the goods which the supplier deals in.
- 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.
- A closing sentence to round off the enquiry.

2. Opening

Tell your supplier what sort of organization you are.

-We are a co-operative wholesale society based in Zurich.

-Our company is a subsidiary of Universal Business Machines and we specialize in...

-We are one of the main producers of industrial chemicals in Germany and we are interested in...

How did you hear about the company you are contacting? It might be useful to point out that you know their associates, or that they were recommended to you by a consulate or trade association.

-We were given your name by the Hoteliers' Association in Paris.

-We were advised by Spett. Marco Gennovisa of Milan that you are interested in supplying...

-The British Embassy in Copenhagen has advised us to get in touch with you concerning...

-The British Consulate in Madrid has told us that you are looking for an agent in Spain to represent you.

-We are indebted for your address to Messrs.¹ Smith & Co., Ltd., who have informed us that you are manufacturers (or exporters) of...

It is possible to use other references.

-We were impressed by the selection of gardening tools displayed on your stand at this year's Hamburg Gardening Exhibition.

-Our associates in the packaging industry speak highly of your Zeta packing machines, and we would like to have more information about them. Could you send us...

3. Asking for catalogues, price lists, etc.

¹ Messrs (an abbreviated form of Messieurs), the French word for – Gentlemen (Вічливе звертання до фірми)

It is not necessary to give a lot of information about yourself when asking for catalogues, price lists, etc. This can be done by letter, fax, or email, but remember to give your postal address. It is also helpful to point out briefly any particular items you are interested in.

-Could you please send your current catalogue and price list for exhibition stands? We are particularly interested in stands suitable for displaying furniture.

-We have heard about your latest equipment in laser surgery and would like more details. Please send us any information you can supply, marking the letter 'For the Attention of Professor Kazuhiro', Tokyo General Hospital, Kinuta-Setagayaku, Tokyo, Japan.

-Please would you send me an up-to-date price list for your building materials.

-We shall be obliged if you will send us your latest catalogues, brochures or any other publications containing a description of the following machines.

4. Asking for details

When asking for goods or services you should be specific and state exactly what you want. If replying to an advertisement, you should mention the journal or newspaper and its date, and quote any Box number or department number given, e.g. Box No. 341; Dept 4/128. And if ordering from, or referring to, a catalogue, brochure, or prospectus, always quote the reference, e.g. Cat. no. Ai 4g; Item no. 351

-Could you please give me more information about course bl 362, which appears in the language-learning section of your summer prospectus?

-I would appreciate more details about the 'University Communications System' which you are currently advertising on your website.

5. Asking for samples, patterns, and demonstrations

You might want to see what a material or item looks like before placing an order. Most suppliers are willing to provide samples or patterns so that you can make a selection. However, few would send a complex piece of machinery for you to look at. Instead, you would probably be invited to visit a showroom, or the supplier would offer to send a representative. In any case, if it is practical, ask to see an example of the article you want to buy

-When replying, could you please enclose a pattern card

-I would like to discuss the problem of maintenance before deciding which model to install in my factory. Therefore I would be grateful if you could arrange for one of your representatives to call on me within the next two weeks.

6. Asking for prices and terms

When asking for prices and terms you may use such expressions:

-Please let us know if you can offer us (or if you can make us an offer for) equal to sample sent to you by parcel post (or as per specification enclosed).

-Please send us samples of your manufactures stating your lowest prices and best terms of payment.

-Would you be able to deliver within 5 weeks of receipt of our order suggesting terms, methods of payment, and discounts

Companies sometimes state prices and conditions in their advertisements or literature and may not like prospective customers making additional demands. However, even if conditions are quoted, you can mention that you usually expect certain concessions and politely suggest that, if your terms were met, you would be more likely to place an order

-We usually deal on a 30% trade discount basis with an additional quantity discount for orders over 1,000 units.

-As we intend to place a substantial order, we would like to know what quantity discounts you allow.

-We are also interested in your terms of payment and in discounts offered for regular purchases and large orders.

-If we place orders with you we will have to insist on prompt delivery. Can you guarantee delivery within three weeks of receiving orders?

7. Closing

Usually a simple 'thank you' is sufficient to close an enquiry. However, you could mention that a prompt reply would be appreciated, or that certain terms or guarantees would be necessary.

-We hope to hear from you in the near future / We are looking forward to hearing from you shortly

-We would be grateful for an early reply / We would appreciate a prompt answer

-Prompt delivery would be necessary as we have a rapid turnover. We would therefore need your assurance that you could meet all delivery date

-If the prices quoted are competitive and the quality up to standard, we will order on a regular basis

III. ESP Skills Increase

Activity 1 Match English sentences (column A) with their Ukrainian translation (column B)

| A | B |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 1. We would like you to advise us of discounts that you provide and delivery time | a. Ми будемо Вам вдячні, якщо Ви надішлете нам більш детальний опис... |
| 2. We are a co-operative wholesale society based in Zurich | b. Просимо Вас надіслати нам Ваші каталоги й прейскуранти в трьох екземплярах і бажано англійською мовою |
| 3. The British Embassy in Copenhagen has advised us to get in touch with you concerning... | c. Ми – кооперативне суспільство оптової торгівлі в Цюріху |
| 4. If you can agree to the concessions we have asked for, we will place a substantial order | d. Просимо повідомити нас про знижки, які Ви надаєте, і про строки поставок |
| 5. We would like to know whether you would be willing to grant us a special discount | e. Британське посольство в Копенгагені порадило нам зв'язатися з Вами відносно... |
| 6. We shall appreciate it if you will send us a more detailed description of... | f. Просимо вислати нам оновлений прайс-лист Ваших будівельних матеріалів |
| 7. Please send us samples of your manufactures stating your lowest prices and best terms of payment. | g. Будь ласка, повідомте нас, чи можлива пробна закупівля |
| 8. The catalogue is of considerable interest to us and we may be able to place large orders with your company | h. Хотілося б знати, чи зможете Ви надати нам спеціальну знижку |
| 9. Please would you send me an up-to-date price list for your building materials | i. Каталог нас дуже зацікавив і можливо, ми зможемо надати Вашій компанії більші |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | замовлення |
| 10. Please let us know if you allow a trial purchase | і. Я б праг обговорити питання обслуговування перш ніж вирішити, яку модель установити на фабриці. Тому я був би дуже вдячний Вам, якби Ви попросили одного з Ваших представників зв'язатися із мною по телефону в найближчі 2 тижні |
| 11. We suggest that you send us your catalogues and price lists in triplicate and preferably in English | к. Просимо надіслати нам зразки Ваших виробів, вказавши найнижчі ціни й найкращі умови платежу |
| 12. I would like to discuss the problem of maintenance before deciding which model to install in my factory. Therefore I would be grateful if you could arrange for one of your representatives to call on me within the next two weeks. | 1. Якщо ви згодні зі знижками, які ми запросили, ми зробимо значне замовлення |

Activity 2.

a) Complete the following sentences

b) Translate the sentences into Ukrainian

c) Mind prepositions

- 1) Our company is a subsidiary of...
- 2) We are indebted for your address to...
- 3) Our associates in the packaging industry speak highly of...
- 4) Could you please send your current catalogue and price list for...
- 5) We are particularly interested in...
- 6) I would appreciate more details about...
- 7) When replying, could you please enclose...
- 8) Please inform us at what price, on what terms and how soon you could deliver...
- 9) If we place orders with you we will have to insist on prompt delivery of...
- 10) We are looking forward to...

Activity 3. Translate the sentences in writing

- 1) Ми вдячні за повідомлення Вашої адреси...
- 2) Нам Вас порекомендував...
- 3) Будь ласка, вишліть мені Ваш новий каталог і прейскурант із цінами СІФ
- 4) Ми особливо зацікавлені в ...
- 5) Хотілося б знати, чи зможете Ви надати нам спеціальну знижку
- 6) Будь ласка, повідомите нас, за якою ціною, на яких умовах і як скоро Ви зможете доставити...
- 7) Я був би вдячний за додаткову інформацію про ...
- 8) У своїй відповіді, не могли б Ви вкласти...
- 9) Ми – кооперативне суспільство оптової торгівлі в
- 10) Так як ми маємо намір зробити значне замовлення, ми прагли б знати, які кількісні знижки Ви надаєте
- 11) Якщо ми зробимо вам замовлення, то ми будемо наполягати на негайній доставці
- 12) З нетерпінням чекаємо від вас якнайшвидшої відповіді

Activity 4. Learn the following words and word combinations before reading and translating the examples of enquiry letters into Ukrainian

| | |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. Appeal | Залучати |
| 2. CIF (Cost, Insurance, Freight) | «СІФ» («вартість, страховка, фрахт) (умови поставки, при яких продавець відповідає за транспортування й страхування вантажу) |
| 3. Commercial Counsellor | Торгівельний радник |
| 4. Competition (n) | Конкуренція |
| 5. Draw (drew, drawn) (v) Draw one's suppliers | Одержувати Забезпечуватися товарами |
| 6. Fabric (n) We are wholesalers of cotton fabrics | Тканина Ми ведемо оптову торгівлю бавовняними тканинами |
| 7. Fire prevention/sprinkler system | Система протипожежного гасіння |
| 8. Grey cloth | Сирова тканина, пряжа |

| | |
|---------------------------------|-----------------------------------|
| 9. Importing house | Імпортер |
| 10. Printed cotton cloth | Набивна бавовняна тканина |
| 11. Subsequently | Згодом, потім, пізніше |
| 12. Take the liberty to do smth | Брати на себе сміливість |
| 13. Theft protection | Захист від пограбування |
| 14. Trade fair | Ярмарок |
| 15. Trade reference | Інформація про стан справ (фірми) |

Example 1.

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

25th February, 2015

Dear Sir,

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

- price (please quote CIF Odessa price)
- dates of delivery
- terms of payment
- guarantees
- if the price includes the cost of equipment installation and staff training.

Our company specializes in distributing pet products in Ukraine. We have more than 50 dealers and representatives in different regions and would like to start producing pet food in Ukraine. If your equipment meets our requirements, and we receive a favourable offer, we will be able to place a large order for your equipment.

Your early reply would be appreciated.

Yours faithfully,
(Signature)

V. Smurov
Export-Import Manager

Example 2

1st July, 2012

Dear Sirs,

We understand that your firm manufactures and sells motor scooters. We are a wholesale importing house having many customers throughout Great Britain, both in the wholesale and retail trades.

Motor scooters are becoming very popular in this country, but we have to point out that the competition is very strong.

We should be glad to receive your illustrated catalogues and price lists. Please quote your export prices.

For your information: our bankers are: The England and Scotland Bank Ltd., High Street, London.

Yours faithfully,

(Signature)

P. Gerard

Example 3

10th April, 2015

Dear Sir / Madame

A business associate of ours, Berend Kasius of the Hilbers Company in Albany, New York, mentioned your name and showed us your company's brochure. We own and operate six medium-sized hotels in Kharkiv area and are looking for a reliable fire prevention/sprinkler system for these properties. Could you mail us your latest sales catalogue and price list? Thank you very much.

Yours faithfully

(Signature)

F. Raval

Example 4

Moscow, 8th June, 2016

Dear Sirs,

We are indebted to "Kelly's Directory" for your name and address and take the liberty to introduce ourselves as motor cycle importers in Moscow.

We should be very pleased if you would kindly let us have by return of mail your prices for the various types of motor cycles you can offer, together with the delivery dates.

We thank you for a prompt reply

Yours faithfully,

(Signature)

P. Ivanov

Example 5

Gentlemen,

When we attended the International Electronics Trade Fair in London last month, we visited your stand and saw a very interesting demonstration of your automatic high-security garage doors. The ability to drive straight in and out of your garage from the comfort of your car, as well as your emphasis on theft protection, appealed to us. We believe that there is a ready market for this in the United States.

Our company is a subsidiary of the international Zetax Corporation, well-known in the security and theft prevention industry.

Would you please send us your current sales literature and price list? Of course, we will be glad to provide the usual credit and trade references if we decide to order from your company.

Sincerely yours,

(Signature)

B. Brown

Chief Buyer

Activity 5.

a) Translate the following enquiry into English

b) Compose enquiries of your own

Київ, 3 квітня 2014

Шановні добродіі,

За рекомендацією пана Іванова, торговельного радника посольства Канади в Україні, ми звертаємося до вас із запитом про поставку для нас бавовняних тканин у шматках.

Ми ведемо оптову торгівлю бавовняними тканинами й звичайно забезпечуємося товарами зі США, Канади, Індії. Щорічно із цих країн ми закупаємо товар на суму приблизно в 500000 \$.

Будь ласка, повідомте нам види бавовняного текстилю, які призначені для експорту для України.

Ми були б вдячні, якби Ви вислали нам зразки й прайс аркуш.

Ми не обмежуємо наші закупівлі текстилем особливих типів, нас цікавлять як набивна бавовняна тканина, так і пряжа.

Хотілося б знати, чи зможете Ви надати нам спеціальну знижку.

З нетерпінням чекаємо Вашої якнайшвидшої відповіді.

З повагою,

К. Шевченко

Менеджер по закупівлях.

Activity 6. Fill in the gaps in the enquiry with suitable words given below:

Trust, reply, advertisement, competitive, catalogues, GIF, September, substantial

St. Petersburg, 30th, 2013

Transportmaschinen Export-
Import G.m.b.H., 64,
Mohrenstrasse, Berlin W 8, BRD
Germany

Dear Sirs,

We have seen your in "General Export" and should be glad to receive your bicyclewith price lists. The prices should be given..... St. Petersburg. If they are we may be able to placeorders subsequently.

Weto receive an early

Yours faithfully.

The Modern Cycle Co. Ltd.,
(Sergey Ivanov)

Activity 7. Learn the following polite phrases used for making requests and compose dialogues of your own using these phrases

| | |
|------------------------------------------------------|------------------------------------------------|
| 1. Please inform us... | Будь ласка, повідомте нас... |
| 2. We ask you to inform us... | Просимо Вас повідомити нас... |
| 3. We beg you to inform us... | |
| 4. We shall be obliged if you will... | Ми будемо вдячні, якщо Ви... |
| 5. We should appreciate it if you will... | |
| 6. We would be pleased if... | |
| 7. Please be so kind as to ... (do smth) | Будьте так люб'язні... (зробити щось) |
| 8. Please be good enough to send us... | Будь ласка, вишліть нам... |
| 9. Would you be so kind as to send us... | |
| 10. Could you send us... | |
| 11. Please send us by return of post.. | Будь ласка, пошліть із зворотною поштою |
| 12. Please send us as soon as possible (urgently)... | Будь ласка, пошліть якомога швидше (терміново) |

Activity 8. Compose your own enquiries on the following topics:

- 1) Enquiry for computers
- 2) Enquiry for machinery for coagulating, extracting and drying synthetic rubber
- 3) Enquiry for a portable air compressors

Activity 9.

a) Read, translate and learn the following dialogue

b) Make up your own dialogue on the topic

Broker. Hello. Is that Rosexport? This is Mr. Simpson speaking. Is Mr. Ivanov there?

Manager. Mr. Ivanov speaking.

Broker. We have an enquiry for about 5,000 tons of wheat on sample 411 but it is impossible to obtain your price limit.

Manager. What figure can you get?

Broker. I think not more than 32 pounds although we are doing out best.

Manager. This parcel is of special quality. Don't sell this wheat below 33 pounds, please.

Broker. But this means ten shillings above the price of the last parcel.

Manager. The difference is quite reasonable considering the high quality of the wheat.

Broker. There's another difficulty. Buyers want December shipment instead of January.

Manager. Offer them, please, 15th December — 15th January. Should they insist on December shipment, call us up again and we'll see in the meantime whether we can arrange tonnage. And what about barley?

Broker. There's little demand just now, as there are large stocks of maize in Liverpool. Besides, large shipments of maize are expected from the States.

Manager. But you've heard of our sales of barley in Rotterdam and Antwerpen, haven't you?

Broker. Yes, I have, but the situation is different here, I'm expecting a bid from a large manufacturer of feeding stuffs. May I agree to January shipment?

Manager. Yes, you may.

Broker. All right. I'll call you up again tomorrow. Good-bye.

Manager. Good-bye.

IV. Study the information on making replies to enquiries

1. How to make replies to enquiries.

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 position to meet his correspondent's requirements his reply will generally:

Thank the writer of the letter of the enquiry for the letter in question.

Supply all the information requested, and refer both to enclosures and to samples, catalogues and other items being sent by a separate post.

Provide additional information, not specifically requested by the customer, so long as it is relevant.

Conclude with one or two lines encouraging the customer to place orders and assuring him of good service.

Many firms make it a point to answer enquiries the very day they are received, giving them precedence over all other letters. Even if drawing up the requested offer takes several days, they send the customer a first reply as soon as possible. It must be taken into account that the client

may need the goods rather urgently and that he has written more than one letter. Of course he will consider those replies first that come first.

2. Opening

In an email reply, the RE - abbreviation in the subject line automatically shows that you are replying to a message. Therefore it is not usually necessary to use a salutation.

However, letters are different. Mention your prospective customer's name, e.g. if the customer signs his letter Mr B. Green, begin Dear Mr Green, not Dear Sir.

Thank the writer for his or her enquiry. Mention the date of his or her letter and quote any other references.

-Thank you for your enquiry of 6 June 2010 in which you asked about...

-I would like to thank you for your enquiry of 10 May 2010, and am pleased to tell you that we would be able to supply you with the...

-We were pleased to learn from your letter of 10 December that you are impressed with our selection of...

-Replying to your enquiry of 2 June ... we are pleased to inform you that...

3. Confirming that you can help

Let the enquirer know near the start of your reply if you have the product or can provide the service he or she is asking about. It is irritating to read a long letter only to find that the supplier cannot help.

-We have a wide selection of sweaters that will appeal to the market you specified.

-Our factory would have no problem in producing the 6,000 units you asked for in your enquiry.

-We can supply from stock and will have no trouble in meeting your delivery date.

-I am pleased to say that we will be able to supply the transport facilities you require.

-We can offer door-to-door delivery services.

4. 'Selling' your product

Encourage or persuade your prospective customer to do business with you. A simple answer that you have the goods in stock is not enough. Your customer might have made ten other enquiries, so remember it is not only in sales letters that you need to persuade. Mention one or two

selling points of your product, including any guarantees, special offers, and discounts.

-Once you have seen the Delta 800 in operation we know you will be impressed by its trouble-free performance.

-We can assure you that the Alpha 2000 is one of the most outstanding machines on the market, and our confidence in it is supported by our five-year guarantee

5. Suggesting alternatives

If you do not have what the enquirer has asked for, but have an alternative, offer that. But do not criticize the product he or she originally asked for.

-...and while this engine has all the qualities of the model you asked for, the 'Powerdrive ' has the added advantage of fewer moving parts, so reducing maintenance costs. It also saves on oil as it...

-The model has now been improved. Its steel casing has been replaced by strong plastic, which makes the machine much lighter and easier to handle.

6. Negative answer or referring the customer to another place

You may not be able to handle the order or answer the enquiry. If this is the case, tell the enquirer and, if possible, refer them to another company which can help them.

-We thank you for your enquiry dated ... but regret to inform you that at the present time we are not in a position to make you an offer for the goods required by you.

-As our plant is fully engaged with orders, we find it impossible to put forward a quotation for delivery this year.

-We very much regret that we are unable to accept new orders for delivery within the time specified by you.

-We should prefer not to put forward an offer for this machine as it is under re-designing now.

7. Closing

Always thank the customer for contacting you. If you have not done so at the beginning of the letter or email, you can do so at the end. You should also encourage further enquiries.

-Once again we would like to thank you for writing. We would welcome any further questions you might have

-Please contact us again if you have any questions, using the above telephone number or email address

-We hope to hear from you again soon, and can assure you that your order will be dealt with promptly

V. ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| A | B |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Thank you for your enquiry of 6 June 2010 in which you asked about... | a. Ми вважаємо, що Ви зробили відмінний вибір, зупинившись на цій лінії, і як тільки Ви побачите зразки, ми певен, що Ви погодитеся з її унікальністю як по фактурі, так і по кольору... |
| 2. I am pleased to say that we will be able to supply the transport facilities you require. | b. Ще раз дякуємо Вам за лист і будемо ради відповісти на будь-яке питання |
| 3. I would like to thank you for your enquiry of May 10 and am pleased to tell you that we would be able to supply you with the. | c. Шкодуємо повідомити Вас, що в цей час ми не компетентні зробити Вам пропозицію на запитовані Вами товари |
| 4. I am pleased to say that we will be able to deliver the transport facilities you require | d. Дякуємо Вам за Ваш запит від 6 червня 2010 р., у яким ви цікавитесь... |
| 5. 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... | e. Мені приємно повідомити, що ми зможемо забезпечити необхідні Вам транспортні послуги. |
| 6. And while this engine has all the qualities of the model you asked for, the 'Powerdrive' has the added advantage of having fewer moving parts, so less can go wrong. It also | f. Посилаємо Вам наш поточний каталог і прейскурант. Товари, про яких Ви запитували, згадуються на стор. 31-34 під каталожними номерами В 32- |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| saves on oil as it... | В37. При оформленні замовлення, будь ласка, зробіть посилання на ці номери. Запитувані Вами зразки будуть відправлені окремою поштою. |
| 7. The book you mention is not published by us, but by Greenhill Education. If you would care to write to them, their address is... | г. Будь ласка, пишть нам з будь-яких питань або звертайтеся по зазначеному вище номеру телефону. |
| 8. Please find enclosed our current catalogue and price-list. The units you referred to in your letter are featured on pp. 31-34 under catalogue numbers Y32-Y37. When ordering could you please quote these numbers? The samples you asked for will follow by separate post. | h. І хоча цей двигун має всі якості, про яких Ви запитували, "Пауэрдрайв" до того ж має ту перевагу, що в нього менше частин, що рухаються, тобто менша їхня кількість може вийти з ладу. Він також ощадливіше у витраті масла, оскільки... |
| 9. Once again we would like to thank you for writing to us and would welcome any further points you would like us to answer. | і. Книга, про яку Ви пишете, видана не нами, а видавництвом «Гринхилл Едюкейшн». Якщо Ви бажаєте їм написати, повідомляємо адресу... |
| 10. Please write to us again if you have any questions, or call us at the above telephone number. | j. Ми повернемося до цього питання наприкінці наступного тижня |
| 11. We regret to inform you that at the present time we are not in a position to make you an offer for the goods required by you. | к. Я радий повідомити вас, що ми зможемо надати вам умови транспортування, які Вас цікавили |
| 12. We will revert to the matter at the end of next week | l. Я праг би подякувати Вам за запит від 10 травня. Мені приємно повідомити Вас, що ми змогли б поставити Вам... |

Activity 2.

- a) Complete the following sentences**
- b) Translate the sentences into Ukrainian**
- c) Mind prepositions**

- 1) We must acknowledge with regret that...
- 2) We acknowledge with thanks receipt of your enquiry of... for...
- 3) The matter concerning ... is receiving our careful attention
- 4) We have forwarded your enquiry to...
- 5) I would like to thank you for your enquiry of...
- 6) We can offer door-to-door delivery services
- 7) We find it impossible to put forward a quotation for delivery of ...this year
- 8) Please find enclosed our current catalogue and price-list of...
- 9) Please contact us again if you have any questions concerning...
- 10) We appreciate your interest and thank you for writing to ...
- 11) I hope that the enclosed information aboutwill be of use to you
- 12) Delivery will be within 3 weeks of receipt of your order

Activity 3. Translate the sentences in writing

- 1) Ми переслали Ваш запит
- 2) Якщо у Вас виникнуть питання, будь ласка, зв'яжіться з нами
- 3) З жалем ми повинні визнати, що...
- 4) Питання уважно вивчається (проробляється) нами
- 5) Із вдячністю підтверджуємо одержання Вашого запиту від... відносно...
- 6) Сподіваємося, що прикладена інформація буде Вам корисна
- 7) У відповідь на Ваш запит від ...ради повідомити...
- 8) Шкодуємо повідомити, що на даний момент такого товару немає у продажу
- 9) Доставка буде зроблена протягом чотирьох тижнів від дня одержання замовлення
- 10) Ми можемо надати послугу з доставки « від дверей до дверей»

Activity 4. Read, translate the examples of replies to enquiries and try to remember them

Example 1

Satex S.p.A. Via di Pietra Papa, 00146 Rome, Italy

Phone; 769910 Fax: (06)681 5473 Telex 285136

20th February, 2015

Mr. Peter Crane,
Chief Buyer
B.Cottwold & Co. Ltd.
Nesson House
Newell Street
Birmingham B3 3EL
UK

Dear Mr Crane

Thank you for your fax of February 19. Enclosed is our current summer sales catalog for the complete range of Fairfax products you asked for, together with full details of our liberal terms of business. As you can see on page 3 of our price list, we allow you a special discount off all net prices for orders of the value you stated in your fax. Delivery will be within four weeks of receipt of your order. However, to take full advantage of these special summer sales offers, we advise you to place your order promptly. We expect considerable response to our summer sale and supplies are limited.

If you have any further questions, please contact us. We look forward to hearing from you as soon as possible.

Sincerely,
(Signature)
D. Causio
Sales Director

Example 2

Dear Mr. Brown

Thank you for expressing an interest in Elyxx/Automated Simulations.
In response to your request for further information on our product line of

computer games, we enclose our latest catalog and price lists. We are in the process of expanding our distribution channels internationally as the demand for high-quality computer games increases. Our games are unique and positioned for your market. Take a few minutes and review the enclosures, and you will see why so many top retailers have added the Elyxx computer games to their product mix. Please contact us if you have any questions regarding the product line or material enclosed.

We look forward to hearing from you in the near future.

Sincerely,
(Signature)
P. Lane

Example 3

Dear Sirs,

We thank you for your letter of March 23 from which we found out that you are interested in "Sever" Biscuit Products.

We have pleasure, therefore, in enclosing our up-to-date price list for this line. The prices are quoted net, no discount being granted. You will receive three catalogues under separate cover.

We trust our offer will appeal to you and look forward to your reply with interest.

Yours faithfully,
(Signature)
P. Lane
Director
Enclosure

Activity 5.

a) Translate the following reply to enquiry into English

b) Compose in writing your own reply to enquiry

Італія, 10 травня 2012

Шановний п. Крейн!

Ми були раді одержати Ваше замовлення, а також довідатися про те, що Вам сподобався наш асортимент светрів.

Нам не важко буде здійснити поставки для Вас із наявного в нас різноманітного асортименту зразків одягу, який ми складаємо

для всіх вікових груп.

Ми можемо запропонувати Вам знижку виходячи з кількості продукції, що купується, про яку Ви запитували, у розмірі 5% від первісної ціни при замовленні продукції на суму понад 2000 доларів, але звичайний розмір торговельної знижки в Італії становить 15%.

Із цим листом висилаємо Вам наш літній каталог і прейскурант цін у Лондоні з обліком СІФ.

Ми певні, що Ви знайдете покупців нашої готової продукції в Англії, як це вдається нашим представникам роздрібною торгівлі по всій Європі й в Америці. Ми виражаємо надію, що зможемо дійти згоди щодо ціни.

Спасибі за виявлений інтерес. З нетерпінням чекаємо від Вас відповіді.

Щиро Ваш,

(підпис)

Д. Каузио

Додаток.

Activity 6. Fill in the gaps in the reply choosing from the words given below:

Interested, quoted, dated, pleasure, reply, granted, inclosing, appeal.

Kharkiv, 29th March 2011

Dear Sirs,

We thank you for your enquirythe 28th March from which we found out that you arein "Sever" Biscuit Products.

We have.....therefore, inour up-to-date price list for this line. The prices arenet, no discount being..... You will receive three catalogues under separate cover.

We trust our offer willto you and look forward to your ...with interest.

Yours faithfully,

Enclosure

VI. Grammar Skills Increase

Activity 1. Study the information about modal verbs

The modal verbs include *can, must, may, might, will, would, should*.

They are used with other verbs to express ability, obligation, possibility, and so on. Below is a list showing the most useful modals and their most common meanings:

| Modal | Meaning | Example |
|--------------|---------------------------------|------------------------------------------|
| can | <i>to express ability</i> | I <i>can</i> speak English. |
| can | <i>to request permission</i> | <i>Can</i> I open the window? |
| may | <i>to express possibility</i> | I <i>may</i> be home late. |
| may | <i>to request permission</i> | <i>May</i> I sit down, please? |
| must | <i>to express obligation</i> | I <i>must</i> go now. |
| must | <i>to express strong belief</i> | She <i>must</i> be over 90 years old. |
| should | <i>to give advice</i> | You <i>should</i> stop smoking. |
| would | <i>to request or offer</i> | <i>Would</i> you like a cup of tea? |
| would | <i>in if-sentences</i> | If I were you, I <i>would</i> say sorry. |

Modal verbs are unlike other verbs. They do not change their form (spelling) and they have no infinitive or participle (past/present). The modals *must* and *can* need substitute verbs to express obligation or ability in the different tenses. Here are some examples:

| | |
|------------------------|----------------------------------------------------------|
| <i>Past simple</i> | Sorry I'm late. I had to finish my math test. |
| <i>Present perfect</i> | She's had to return to Korea at short notice. |
| <i>Future</i> | You'll have to work hard if you want to pass the exams. |
| <i>Infinitive</i> | I don't want to have to go. |
| <i>Past simple</i> | I couldn't/wasn't able to walk until I was 3 years old. |
| <i>Present perfect</i> | I haven't been able to solve this problem. Can you help? |
| <i>Future</i> | I'm not sure if I will be able to come to your party. |
| <i>Infinitive</i> | I would love to be able to play the piano. |

Modals are auxiliary verbs. They do not need an additional auxiliary in negatives or questions. For example: *Must I come?*, or: *He shouldn't smoke.*

Activity 2. Translate the following sentences paying attention to modal verbs.

1. Who is to answer the letters? 2. These funds should have been credited to our account. 3. We have to fulfill the order immediately. 4. Must I attend this meeting? - No, you needn't. 5, You should have shown your documents to the customs officer. 6. I asked him, but he wouldn't listen to me. 7. You should have answered the enquiry letter. 8. We would often sell the goods on credit last year. 9. We couldn't do this work in time. 10. Would you tell me the way to the station? 11. You might have informed us about that. 12. May I leave a message? - Yes, you may. 13. She should have been more attentive to her work. 14. You needn't come so early. 15. They wouldn't answer to our letters. 16. Shall we send you our price-list? 17. The documents shall be made in Russian and English languages. 18. We have to sign a contract. 19. You are not allowed to smoke here. 20. Who is able to do this work? 21. He had to leave for Moscow earlier. 22. You are to deliver the goods by 10th of May. 23. You are allowed to pay with your credit card. 24. They were able to do this work in time. 25. We shall be able to make a reduction in our prices.

Activity 3. Substitute the modal verbs by their equivalents. Translate the sentences into Ukrainian.

1. They *couldn't* explain anything. 2. You *must* make out the order in three copies. 3. *Can* you deliver the goods tomorrow? 4. The customers *may* take these free catalogues. 5. You *should* answer the letter immediately. 6. The contract *must* be signed by both parties. 7. Who *must* answer this enquiry letter? 8. The flight *must* arrive to Moscow at 10.9. *May* we make changes in the contract? 10. I have an appointment. We *must* meet at 10 o'clock. 11. Freight *is to be* paid by the Supplier. 12. We *cannot* make a reduction in price.

Activity 4. Fill in the blanks with the proper modal verb or its equivalent

1. The goods ... not be shipped last week, because they to be cleaned at the customs. 2. You remind us of your order, because the goods were already sent to you yesterday. 3. We ... handle the orders because we were pressed with time. 4. The faulty goods ... to be replaced. 5.... you allow three days for shipment? 6. ... we discuss this question now? -

No, we We ... do it tomorrow. 7. I'm glad you ... come. 8. ... you ... to come and have dinner with us tomorrow? I'd love to. 9. Please send them this catalogue. ... I do it now? 10. The payments ... be effected within 24 hours upon receipt by the Buyer the invoice. 11. I won't ... to transfer the money. 12. You have checked the invoice before the dispatch.

Activity 5. Translate the sentences in writing paying attention to modal verbs

1. Контракт повинен бути написаний на двох мовах, українській та англійській, і підписано обома сторонами. 2. Учора мені довелося відповісти на всі ці листи. 3. Мені написати відповідь на цей запит? - Так, зробіть це, будь ласка. 4. Ми не зможемо виконати Ваше замовлення вчасно. 5. Ви обов'язково повинні приїхати й подивитися нашу нову виробничу лінію. 6. Я радий, що мені не довелося закінчувати цю роботу вчора. 7. Іноді мені доводиться працювати у вихідні дні. 8. Можна мені замовити авіаквиток заздалегідь? - Так, звичайно. 9. Вам було б слід нанести маркування незмивною фарбою. 10. Ми зможемо відправити вантаж у понеділок. 11. Вам не потрібно посилати нам копію рахунку-фактури. 12. Не могли б Ви відповісти на наш лист якомога швидше? 13. Вам допомогти з упакуванням? 14. Тобі не слід було дзвонити цьому постачальникові. 15. Згідно з контрактом Продавець продає, а Покупець купує... 16. Він, можливо, підпише контракт. 17. Можливо, він застрахував вантаж. 18. Обладнання поставляється протягом шести місяців з моменту оплати. 19. Кошти потрібно було кредитувати за рахунок фірми. Але цього зроблено не було. 20. Вам слід згадати про це у вашій відповіді.

VII. Communication Skills Increase

Activity 1. Support or challenge the following statements:

- 1) Small businesses fail more often than big companies.
- 2) Many businesses fail because they fall into a trap of ignoring their cash-flow, often because they allow too generous credit terms.
- 3) The spirit of a company is a key to success.

Activity 2. Speak on the following:

- 1). If you could start up a small business, what would it be?
- 2) Types of businesses in Great Britain and Ukraine.

3) Corporation as one of the most difficult and expensive for creation form of business.

UNIT 2 OFFERS

I. Glossary

Activity 1. Read and remember the following words and word combinations.

| | |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. Acceptance (n) | Акцепт, згода (напис на паперах про згоду здійснити платіж по ньому) |
| 2. Bill of lading (B/L) | Коносамент |
| 3. C.&F. (Cost and Freight) | КАФ, вартість і фрахт, (умови поставки, при яких продавець відповідає за транспортування вантажу) |
| 4. Cash on delivery (C.O.D.) | Оплата готівкою при доставці |
| 5. Cash with order (C.W.O.) | Оплата готівкою при видачі замовлення |
| 6. Consignment (n) | Партія, відвантажена партія |
| 7. Document against payment (D/P) | Сплата по документах (за готівку) |
| 8. Draft / bill of exchange (n) | Тратта, перекладний вексель |
| 9. Ex works | Франко завод, ціна із заводу-постачальника.(умови поставки, при яких продавець повинен поставити товар для самовивозу покупцем) |
| 10. F.A.S. (Free alongside Ship) | Франко уздовж борту судна |
| 11. F.O.B. (Free on Board) | ФОБ, франко борт судна (умови поставки, при яких продавець відповідає за товар до моменту його поставки на борт судна /літака) |
| 12. F.O.R. (Free on Rail) | Франко-вагон, (умови поставки, при яких продавець відповідає за вантаж до моменту доставки на залізницю) |
| 13. Firm (binding) offer | Тверда пропозиція |
| 14. Interest (n) | Відсотки |
| 15. Invoice (n) | Рахунок-фактура |

| | |
|---------------------------------|------------------------------------------------------------------|
| 16. Irrevocable (adj) | Безвідкличний /безповоротний |
| 17. Letter of credit (L/C) | Акредитив |
| 18. Net | Без знижки |
| 19. Net cash | Готівкою без знижки |
| 20. Offer / quotation (n) | Пропозиція, оферта |
| 21. Offer without engagement | Пропозиція без зобов'язань |
| 22. Payment in advance | Сплата авансом |
| 23. Payment on receipt of goods | Сплата після одержання товару |
| 24. Shipment (n) | 1. Відвантаження, поставка, 2. Партія (відвантаженого товару) |
| 25. Spot cash /cash on the spot | Негайна оплата готівкою |
| 26. Stipulate (v) | Обумовлювати |
| 27. Stock (n) | Запас, склад |
| 28. Subject to | Тут - за умови |
| 29. Unsolicited offer | Незапитана пропозиція |
| 30. Withdraw (v) | Відзивати |

II. Study the information on making offers

1. How to make offers

The offers generally fall into two categories: the firm (binding) offer and the offer without engagement. A firm offer is made by the seller to one potential buyer only. Usually the time during which it remains valid is indicated. If the buyer accepts the offer in full during the stipulated time, the goods are considered to have been sold to him at the price and on the terms stated in the offer.

An offer without engagement may be made to several potential buyers and the goods are considered to have been sold 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.

It goes without saying that offers should be made out very carefully. They should contain:

- 1) Exact quantities, measurements, weights.
- 2) The quality of the goods (chemical analysis, performance, material, brand, etc.).
- 3) The method of transport, if there are several possibilities.
- 4) The exact date of delivery or time of delivery
- 5) The terms of payment, for instance:

- payment in advance,
- cash payment,
- payment by letter of credit (L/C)
- document against payment (D/P)
- payment on receipt of goods
- payment with clearing agreement

The currency in which payment is to be effected, the bank with which you work, the place of payment, etc. should be stipulated.

6) The terms of delivery define what the price actually includes and stipulate the mutual obligations of the seller and the buyer. The most usual terms of delivery are F.O.B. (Free on Board), F.O.R. (Free on Rail), CIF. (Cost, Insurance, Freight), C.&F. (Cost and Freight) and others.

2. Opening

- *...quoting as follows for ... (submitting the following quotation..., offering you the following goods..., enclosing our estimation for the supply of ..., sending you our latest catalogue.*
- *You will be interested (in) (to hear that)...*
- *You will find enclosed with this letter a sample of ...*
- *We are pleased to inform you...*
- *As a result of the favourable supply situation we are able to offer your firm.... for immediate delivery*

2. Prices and terms

- *Our prices are quoted ...*
- *Our prices include packing and carriage.*
- *Freight and packing cases are included in the price..*
- *We can offer you these goods at....(below market prices, at less than cost, at the very special price of, on very favourable terms, at cost price).*
- *Our terms are net cash (spot cash, cash within 7 days, cash on delivery, cash with order).*
- *Our terms and conditions of sale as printed on our invoices must be strictly observed.*
- *Our terms of payment are settlement by last day of month of receipt of our statement.*
- *Payment by banker's draft (irrevocable letter of credit, bill of exchange) is requested.*

3. Conditions and qualifications

- *We offer you the goods subject to receiving your confirmation within ... days of the date of this letter.*
- *We hold (or We are holding) this offer open for your acceptance until the 15th May.*
- *This offer is firm for 3 days (subject to contract).*
- *We offer these goods subject to their being unsold on receipt of your order.*
- *This offer must be withdrawn if not accepted within 7 days.*
- *Please note that goods supplied on approval must be returned within 7 days if not required.*

4. Supply and demand

- *In view of the heavy demand for this line, we advise you to order at once.*
- *This article is in great demand.*
- *There is no demand here for such goods.*
- *We should be pleased to supply you on a consignment basis.*
- *As we have a good supply of these machines we can effect shipment within 5 days.*
- *The model you ask for is out of production, but we can supply ... instead.*
- *We can offer you a wide range (choice, selection of sizes) and types from stock.*

5. Closing

- *May we hear from you at your convenience*
- *Should you have additional questions, feel free to contact us*
- *We look forward to receiving your detailed offer*
- *May we request a prompt reply*
- *We would appreciate your order and promise you prompt service at all times*

III. ESP Skills Increase

Activity 1 Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1. We have pleasure in offering you, subject to your acceptance by fax, 1,000 tons ... | a. З урахуванням великого попиту на цю партію, радимо Вам відразу робити замовлення |
| 2. You will find enclosed with this | b. Ми пропонуємо Вам поставку |

| | |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| letter a sample of | товару на умовах консигнації |
| 3. Our terms and conditions of sale as printed on our invoices must be strictly observed. | с. Ми пропонуємо Вам товар за умови одержання вашого підтвердження впродовж... днів від дати одержання даного листа |
| 4. We offer you the goods subject to receiving your confirmation within ... days of the date of this letter. | д. Ми пропонуємо Вам, за умови Вашого акцепту факсом, 1000 тонн... |
| 5. The price quoted includes packing in special export cases. | е. Модель, яку ви запитували, не виробляється, але ми можемо запропонувати замість... |
| 6. This offer must be withdrawn if not accepted within ... days | ф. До листа додається зразок... |
| 7. Goods ordered from our old catalogue can be supplied only until stocks are exhausted. | г. Наші строки й умови продажу, як зазначено на наших рахунках-фактурах, повинні бути суворо дотримані |
| 8. We should be pleased to supply you on a consignment basis. | h. Ця оферта дійсна лише в тому випадку, якщо товар ще не буде проданий після одержання Вашого замовлення |
| 9. The model you ask for is out of production, but we can offer ... instead | і. У випадку не підтвердження пропозиції протягом ... днів, воно буде відкликане |
| 10. In view of the heavy demand for this line, we advise you to order at once | j. Зазначена ціна включає упакування в спеціальні ящики для експортування |
| 11. We offer these goods subject to their being unsold on receipt of your order | к. Товар, замовлений з нашого останнього каталогу, може бути поставлений за умови його наявності на складі. |

Activity 2.

Translate the sentences into Ukrainian

1. This offer is subject to written confirmation on receipt of order
2. We are not in a position at present to make you an offer
3. As a result of the favourable supply situation we are able to offer your firm this equipment for immediate delivery

4. The exceptional demand this season has nearly cleared out stocks of sugar
5. Delivery – freight paid to border
6. Packing – no charge
7. Payment – irrevocable letter of credit
8. May we hear from you at your convenience
9. We can effect shipment within 5 days
10. This is a special offer and is not subject to our usual discounts

Activity 3. Translate the sentences in writing

1. У цей момент ми не маємо можливості задовольнити Ваше прохання
2. Очікуємо відповідь у будь-який зручний для Вас час
3. Просимо якнайшвидшої відповіді
4. Ця пропозиція має силу лише у випадку письмового підтвердження продавця після одержання замовлення
5. Ми будемо вдячні за ваше замовлення й обіцяємо Вам негайне обслуговування в будь-який час
6. Сплата – безвідкличний акредитив
7. Упакування - безкоштовно
8. Додаємо ілюстрований каталог з описом вироблених нами виробів
9. Доставка – фрахт сплачується до кордону
10. Пропозиція буде відкритою для Вашого акцепту до 15 Травня

Activity 4. Learn the following words and word combinations before reading and translating the examples of offers into Ukrainian

| | |
|---------------------------------|------------------------------|
| 1. A.C. = alternating current | Змінний струм |
| 2. By parcel post | Поштовою посилкою |
| 3. Couple | Приєднувати |
| 4. Dispatch | Відправлення |
| 5. Engine bed | Опорна плита |
| 6. Estimate | Оцінювати, обчислювати |
| 7. Execute an order | Виконувати замовлення |
| 8. Form an integral part | Становити невід'ємну частину |
| 9. Heavy – oil engine | Нафтовий двигун |
| 10. Herein | Тут |
| 11. In any respect | У якому-небудь відношенні |
| 12. On the terms and conditions | На всіх умовах |

| | |
|-----------------------------|---------------------------------------------|
| 13. Slipring electric motor | Електричний мотор з контактними кільцями |
| 14. Welded frame | Зварена рама |
| 15. Workmanship | Якість виготовлення, обробка |

Example 1

Birmingham, 20th July, 2014

Dear Sirs,

We thank you for your telex of the 18th July

We are pleased to offer you our 8 Cylinder Heavy-Oil Engine of 800 H.P., Model 8C-9, as per enclosed specification. The net price of the engine complete with all the necessary accessories enumerated in the specification is £4,250 f.o.b. Hull. The cost of delivering the engine from our works on board vessel in Hull is estimated by us at £ 65.

The engine can be supplied without the engine bed, and in that case the above price would be reduced by £ 42. Should you prefer to order the engine without the engine bed and manufacture the latter at your own works, we shall supply you with the necessary working drawings. We would like, however, to draw your attention to the comparatively low price of the engine bed and would advise you to order the engine with the engine bed.

The cost of packing the engine for sea transportation in 12 strong cases is £ 75 extra.

Payment is to be made by you in cash within 45 days of the dispatch to you of the Bill of Lading together with all the necessary documents.

The machine can be dispatched in the second half of September, provided that we receive your formal order not later than July 31st.

We enclose a list of spare parts and their prices. The parts marked "S" are kept in stock and are ready for immediate delivery. Those that are not kept in stock can be made at short notice.

We are sending you, under separate cover, descriptive literature relating to this type of engine, photographs, drawings, etc.

We hope to receive your order which will be carefully executed by us.

Yours faithfully,

Enclosures: Specification

List of Spare Parts

Example 2

Kyiv, 16th June, 2015

Dear Sirs,

We thank you for your enquiry of the 12th June concerning Paraffin Wax.

We are pleased to inform you that today we have sent you, by parcel post, the following samples of Paraffin Wax:

Grade A — Melting point 52° — 54° C

Grade B — Melting point 51° — 52° C

We can offer you 100 tons of Paraffin Wax Grade A at the price of \$60 per English ton and 100 tons of Grade B at \$58 per English ton. Both prices include delivery c. i. f. London. Shipment can be made from Petersburg within three weeks of receipt of your order. The terms of payment and other conditions are stated in the enclosed copy of our General Conditions forming an integral part of our Sales Contract. This offer is subject to the goods being unsold on receipt of your reply.

Please let us hear from you as soon as possible.

Yours faithfully,

Enclosure

Example 3

Kharkiv, 25th May, 2015

Dear Sirs,

We thank you for your enquiry of the 19th May and have pleasure in offering you the equipment specified below on the terms and conditions stated herein including those printed on the reverse side of this tender.

SPECIFICATION: One Portable Compressor Station Type KC3-5, coupled with an electric motor mounted on a welded frame, designed for supplying various pneumatic tools with compressed air:

Capacity — 5 cu. m./min. (= 175 cu. ft./min.)

Pressure — 7 atm.

Speed — 730 r. p. m.

Weight — 1,500 kg. (= abt. 3,300 lbs.)

Overall dimensions:

Length — 2,130 mm. (= 6,98'ft.)

Width — 1,030 mm. (=3,38 ft.)

Height — 1,258 mm. (=4.12 ft.)

The Compressor is delivered with a Slipring Electric Motor A. C, 3 Phase, 50 cycles, 400/440 volts, a Starting Rheostat and a standard set of spare parts and accessories.

PRICE: The total price of the Compressor with the electric motor, spare parts and accessories is ... c.i.f. Bombay including packing in three strong boxes.

PAYMENT: Irrevocable Letter of Credit to be valid for 90 days.

SHIPMENT: Within 12 weeks of the date of signing the contract.

VALIDITY of TENDER: The Tender is open for acceptance within 30 days of the date of its issue.

Should you find the above data insufficient in any respect, we shall be glad to send you any further information you may desire.

Yours faithfully,

Fred Stock

Activity 5.

a) Translate the example of an offer in writing

b) Compose offers of your own

Лондон, 15 жовтня 2010

Шановні добродію,

Ми раді зробити Вам тверду пропозицію щодо наших товарів у розмірі, який Ви запитували для моделі А.

Поставка моделі В. можлива за умови її наявності на складі.

Модель С., яку ви запитували, не виробляється, але ми можемо запропонувати замість модель D.

Моделі А. доступні й можуть бути поставлені Вам до кінця листопада. Усі інші моделі можуть бути поставлені до середини грудня 2011, за умови, що ми одержимо ваше замовлення до 15 листопада.

Наші строки й умови продажу, як зазначено на наших рахунках-фактурах, повинні бути суворо дотримані.

Умови поставки – ФОБ Одеса.

Якщо Ви віддасте перевагу перевезенню повітряним шляхом, то це можливо за додаткову плату.

Очікуємо відповідь у будь-який зручний для Вас час.

З повагою,
Д. Лип

Activity 6. Fill in the gaps in the offer with suitable words given below:

Enquiry, delivery, quality, concerning, pleased, consignment, receipt, samples

New York, 13 th June 2010

Dear Sirs,

We thank you for your..... of the 12th June.....Diesel engines.

We areto send you an offer for our Diesel engines models 440 and 330. You will notice that the price list statesabout ten weeks after.... of order. We should like to add that the first...could be dispatched in August 2010.

Two of Diesel engines have been sent to you separately so that you may convince yourself of the goodof our products. We are sure you will like our articles, and look forward to your orders.

Yours faithfully,
Enclosure

Activity 7. Give synonyms of the following

- a) free offer
- b) cash on the spot
- c) firm offer
- d) bill of exchange
- e) fixed price
- f) during 5 days
- g) in condition that
- h) to revoke an offer
- i) to make payment
- j) to send
- k) warranty

Activity 8. Give explanations of the following:

- a) net price
- b) prices are ex-works

- c) at the expense of smb.
- d) free of charge
- e) document against payment
- f) F.O.B.
- g) F.A.S.
- h) F.O.R.

Activity 9.

a) Read, translate and learn the following dialogue

b) Make up your own dialogue on the topic

A. I've called on you to ask whether you could supply us with two portable compressor stations which we need for supplying various pneumatic tools with compressed air.

B. What type of compressor do you need? You've got our catalogue of compressor, haven't you?

A. I have it with me and I think that Model КСЭ-5 would suit our purpose. Are many Ukrainian industrial organizations using this model and are they satisfied with it?

B. This model is used by very many Ukrainian plants. We've also delivered quite a number of these compressors to different countries in Europe and Asia and I must say that all our customers are very much satisfied with their performance.

A. What type of electric motor do you deliver with the compressor?

B. The compressor is usually with a slipring A. C. motor, 3 phase, 400/440 volts. Will the voltage suit you?

A. Yes, it will do. What is the price of the compressor?

B. The total price including the electric motor and a standard set of accessories and spares is c. i. f. Bombay.

Packing will be charged extra. The price doesn't include erection and technical service.

A. Do you guarantee the quality of the material and normal operation of the compressor?

B. We guarantee that the compressor and the motor are manufactured of high-quality material and the workmanship is very good. Should the compressor prove defective within 16 months of the date of shipment, we undertake to repair or replace any defective part free of charge.

However, we do not accept any responsibility for damage which is due to improper storage, careless handling and maintenance of the machine and for damage during transit.

- A. When can you ship the compressors?
 B. The compressors can be dispatched to Odessa within 12 weeks of the date of our confirmation of the order and then shipped by the first steamer bound for India.

IV. Grammar Skills Increase

Activity 1.

a) Consider the table of forming Passive Voice.

b) Translate the sentences in writing paying attention to the passive constructions

| Tense | Passive form |
|----------------------|----------------------------------------|
| Present Simple | am/are/is + past participle |
| Past Simple | was/were + past participle |
| Future Simple | will be + past participle |
| be going to (future) | am/are/is going to be+ past participle |
| modal passive | modal verb + be + past participle |
| Present Continuous | am/are/is being + past participle |
| Past Continuous | was/were being+ past participle |
| Present Perfect | has/have been + past participle |
| Past Perfect | Had been + past participle |
| Future Perfect | Will have been + past participle |

1. Товари страхуються проти всіх ризиків. 2. Лист буде відправлений завтра. 3. Нас часто просять надіслати каталоги 4. На ваш лист відповістимуть завтра. 5. Текст переводився вчора із другої до третьої. 6. Робота тільки що закінчена нами. 7. Це страхування буде використовуватися під час перевезення. 8. Телеграма вже отримана? 9. Товари вже доставлені на склад. 10. У нашому місті зараз будується багато нових будинків. 11. Транспортний засіб надається покупцем. 12. Порт призначення вказується в контракті. 13. Ящики, у які впаковано обладнання, маркіруються із трьох сторін. 14. Вам сказали про це? 15. Ваші котирування були отримані вчора. 16. Делегацію зустрінуть завтра о 9 годині ранку в аеропорті. 17. Сотні нових будинків будуть побудовані до кінця цього року. 18. Мені запропонували дуже цікаву роботу. 19. Коли був відкритий акредитив? 20. Покупців не влаштувала ціна.

Activity 2. Put the verbs in brackets into Passive voice

1. The faulty goods (to return) to the Seller yesterday. 2. The production of this company (to exhibit) till the end of the month. 3. Why this letter (not /to answer)? 4. The consignment (to take) to the warehouse today, and (to ship) tomorrow morning. 5. This room (to use) only on special occasions. 6. Letters must (not/to type) on bad paper. 7. This letter (not/to read) because the envelope (not/to open). 8. Hooks may (not/to use) when loading the cases. 9. Usually the correspondence (to receive) every day, but it (not/to receive) yesterday. 10. This letter (to leave) unanswered yesterday. 11. Thousands of new houses(to build) every year. 12. This computer (not/to use) for a long time. 13. The amount (to remit) to the Seller tomorrow. 14. We (to inform) that the payee has not yet received the funds. 15. These funds (not /to credit) to the beneficiaries' account yet.

V. Communication Skills Increase

Activity 1. Speak on the following:

1. The impact of computers on communication in business
2. How to have an effective conference or meeting
3. How to lead effective negotiations

UNIT 3 ORDERS

I. Glossary

Activity 1. Read and remember the following words and word combinations.

| | |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1. Air waybill | Авіавантажна накладна |
| 2. Bale (n) | Тюк |
| 3. Banker's draft | Трата, виставлена одним банком на інший |
| 4. Barrel (n) | Дерев'яна бочка, барило |
| 5. Bundle (n) | В'язка, пачка |
| 6. Carboy (n) | Балон, бутель |
| 7. Clearing agents | Агенти по клірингу |
| 8. Confirm (to acknowledge) (v) | Підтверджувати |
| 9. Covering letter | Супровідний лист |
| 10. Crate (n) | Ящик (решітчаста тара) |
| 11. D/A = documents against acceptance 30d/s D/A | Документи проти акцепту платіж протягом 30 днів шляхом акцепту тратти проти документів |
| 12. Dispatch (despatch) (n) | Відправлення |
| 13. Draw (drew, drawn) on smb (v) | Виставляти, виписувати (про тратту) |
| 14. Drum (n) | Циліндричний контейнер |
| 15. Execute (to process) an order | Виконання замовлення |
| 16. Forwarding agents | Транспортно-експедиційні агенти (які спеціалізуються на пакуванні й документації для перевезення вантажів) |
| 17. Initial order | Первісне замовлення |
| 18. Long-term credit facilities | Джерела довгострокового кредитування |
| 19. Monthly/quarterly statement | Щомісячні/квартальні звіти |
| 20. Pro-forma invoice | Зразок фактури (попередня фактура) |
| 21. Sack (n) | Мішок |

| | |
|------------------------|------------------------|
| 22. Schedule (n) | Графік |
| 23. Shipping documents | Вантажні документи |
| 24. Sight draft | Вексель на пред'явника |
| 25. Trial order | Пробне замовлення |

II. Study the information on making orders

1. How to make orders

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

2. Opening

Make it clear that there is an order accompanying the letter.

- *Please find enclosed our Order No. B4521 for 2 'Clearsound' transistor receivers.*
- *Thank you for your reply of 14 May regarding our email about the mobile phones. Enclosed you will find our official order (No. b 561) for...*
- *I would like to place a trial order for the we discussed at the trade show last month. Please find enclosed...*

3. Payment

Confirm the terms of payment

- *As agreed you will draw on us at 30 days, D/A, with the documents being sent to our bank, The National Mercantile Bank...*
- *We would like to confirm that payment is to be made by irrevocable letter of credit, which we have already applied to the bank for.*
- *Once we have received your advice, we will send a bank draft to...*

4. Discounts

Confirm the agreed discounts.

- *We would like to thank you for the 30% trade discount and 10% quantity discount you allowed us.*
- *Finally, we would like to confirm that the 25% trade discount is quite satisfactory.*
- *And we will certainly take advantage of the cash discounts you offered for prompt settlement.*

5. Delivery

Confirm the delivery dates.

- *It is essential that the goods are delivered before the beginning of November, in time for the Christmas sales period.*
- *Delivery before 28 February is a firm condition of this order, and we reserve the right to refuse goods delivered after that time.*

6. Methods of delivery

Many companies use forwarding agents who are specialists in packing and handling the documentation to ship goods. Nevertheless, to ensure prompt and safe delivery, it is a good idea to advise the company on how you want the goods packed and sent. This means that if the consignment arrives late, or in a damaged state, your letter is evidence of the instructions you gave.

- *...and please remember that only air freight will ensure prompt delivery.*
- *We advise delivery by road to avoid constant handling of this fragile consignment.*
- *Could you please ship by scheduled freighter to avoid any unnecessary delays?*

7. Packing

Advise your supplier how you want the goods packed.

- *Each piece of crockery is to be individually wrapped in thick paper, packed in straw, and shipped in wooden crates marked....*
- *The carpets should be wrapped, and the packaging reinforced at both ends to avoid wear.*
- *The machines must be well greased with all movable parts secured before being loaded into crates, which should be clearly marked with your castle logo for easy identification.*

8. Closing

- *We hope that this will be the first of many orders we place with you.*
- *We will place further orders if this one is completed to our satisfaction.*
- *I look forward to receiving your advice / shipment/acknowledgement / confirmation.*

9. Acknowledging an order

As soon as a supplier receives an order, it should be acknowledged. This can be done by letter, or by email for speed. The following examples can be used in both emails and letters.

- *Thank you for your order No. 338B which we received today. We are now dealing with it and you may expect delivery within the next three weeks.*
- *Your order No. 6712/1 is now being processed and should be ready for despatch by the end of this week.*

10. Advice of despatch

When the supplier has made up the order and arranged shipment, the customer is informed by means of an advice note. This may be a form letter, fax, or email.

Although an advice note can be sent by fax or email, the customer may need to present original documents (e.g. invoice, bill of lading, insurance certificate) to Collect the consignment. Of course these cannot be faxed or sent by email.

- *Your order, No. d/154/t, is already on board the SS Mitsu Maru, sailing from Kobe on 16 May and arriving Tilbury, London, on 11 June. The shipping documents have been forwarded to your bank in London for collection.*
- *We are pleased to advise you that the watches you ordered-no. 88151/24 - will be on flight BA165 leaving Zurich at 11.00, 9 August, arriving Manchester 13.00. Please find enclosed air waybill dc 15161/3 and copies of invoice A113/3, which you will need for collection.*

11. Delays in execution of orders.

We will not find the acknowledgements of orders and the advising of despatch very difficult when you have studied the specimen letters and phrases given below. But explaining matters such as delay in despatch, inability to supply the goods ordered, or possibly even accepting an order, calls for a little more care in phrasing:

- *Much to our regret, your order has been held up at the docks by a strike of stevedores. You will appreciate that these circumstances are beyond our control.*
- *Owing to delay in the delivery of raw materials, we fear we may be unable to execute your order before 23 January. Please accept our apologies for the inconvenience caused – we are working to capacity to catch up with schedule.*
- *We very much regret that our earliest delivery date is now 1 January, as we find it impossible to keep pace with the rush of orders this season. Will you kindly confirm your order for this date?*

12. Refusing an order

Be polite when refusing an order

- *Regarding item no. 6 of your order, we regret that we do not manufacture this in stainless steel.*
- *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.*
- *As we would not be able to promise delivery before next spring, we feel we must return your order, with our apologies and thanks.*
- *We have a waiting list of several hundred for these machines and can give no guarantee of delivery this year.*

III. ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. Kindly use the enclosed order form when you make out your order as this will facilitate prompt and accurate execution. | а. Якщо у Вас є аналогічний виріб із кращою якістю, Ви можете поставити замість, за умови, що ціна буде вище не більш, ніж на 10 % |
| 2. We would like to confirm that payment is to be made by irrevocable letter of credit which we have already applied the bank for | б. ...і, будь ласка, не забудьте, що лише доставка вантажу літаком буде гарантією швидкої доставки |
| 3. We will dispatch the goods to you as per our agreed schedule of delivery | с. Ми будемо робити замовлення й надалі за умови, що дане замовлення буде виконано відповідно до наших вимог. |

| | |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. We regret not being able to meet your order at the present time | d. З нетерпінням чекаю одержання Вашого підтвердження |
| 5. And please remember that only air freight will ensure prompt delivery. | e. Велике прохання, при складанні замовлення скористайтеся прикладеною формою замовлення, що дозволить виконати його швидко й точно |
| 6. The machines must be well greased with all movable parts secured before being loaded into crates, which must be marked. | f. Товари будуть вислані за графіком поставок |
| 7. We will submit further orders, if this one is completed to our satisfaction. | g. Будь ласка, вишліть через наших транспортно-експедиційних агентів наступні товари... |
| 8. I look forward to receiving your confirmation. | h. Будь ласка, вилучите із замовлення ті товари, які Ви не можете відвантажити (поставити) протягом 14 днів |
| 9. Please send through our forwarding agents,, the following goods... | i. Ми б хотіли підтвердити, що оплату необхідно зробити за допомогою безповоротного акредитива, про видачу якого ми вже звернулися із заявкою в банк. |
| 10. There is no market here for the higher-class cameras. Please send only models in the medium price-range. | j. У нас немає ринку збуту на висококласні фотоапарати. Будь ласка, вишліть тільки моделі середньої цінової категорії. |
| 11. If you have a similar article but of better quality, please supply it instead, providing the price not more than 10% higher. | k. Верстати необхідно як слід змазати, щоб усі частини, що рухаються, були упаковані перед завантаженням у ящики, які повинні бути промаркіровані |

12. Please delete from the order any goods which you cannot ship within 14 days

1. Ми засмучені, що не можемо виконати Ваше замовлення

Activity 2. Translate the sentences into Ukrainian

1. Will you please arrange immediate dispatch of grain
2. Thank you for your order of 1 July, which we accept on the terms quoted
3. We have pleasure in ordering the following articles from your winter catalogue
4. The quality must be up to sample
5. Please pack the items ordered so as to eliminate the possibility of damages
6. We would appreciate your approval of a payment period of 2 months
7. Please consider a quantity discount in you price quotation
8. Please note that delivery is required by 5 April without fail
9. If this first order is satisfactorily executed we shall place further business with you
10. Our terms are net. You will appreciate that our low prices make it impossible for us to grant you any discount.
11. Kindly confirm your order at the price quoted
12. If you think our offer meets your requirements, please let us have your order at an early date, as supplies are limited.

Activity 3. Translate the sentences in writing

1. Якість повинна відповідати зразку
2. Просимо виконати дане замовлення особливо уважно
3. Сподіваємося, що доставка буде проводитися за графіком
4. Ми із вдячністю підтверджуємо одержання Вашого запиту від...
5. Ми були б раді одержати Вашу згоду на відстрочку платежу на 3 місяці
6. Ми б хотіли зробити замовлення на підставі Вашого останнього каталогу
7. Не могли б Ви організувати якнайшвидшу доставку обладнання
8. Просимо Вас при визначенні цін установити знижку залежно від розміру замовлення
9. Для забезпечення якнайшвидшої доставки просимо Вас вислати замовлення авіатранспортом

10. Прийміть нашу подяку й вибачення, але ми повинні повернути Ваше замовлення.

11. Будь ласка, підтвердіть Ваше замовлення й зазначені ціни

12. Просимо упакувати замовлений товар таким чином, щоб запобігти можливим ушкодженням

Activity 4. Read, translate the examples of orders and try to remember them

Example 1

F. Lynch & Co. Ltd

Nesson House, Newell Street, Birmingham B33 EL

Phone: 021 236 6571 Fax: 021 236 8592

Telex: 341641

Your ref: D/1439

Our ref: Order DR 4316

9 March 2014

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

Attn. Mr. D. Causio
Dear Mr. Causio,

Please find enclosed our official order, No. DR4316.

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

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

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

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

Yours sincerely

(signature)

Lionel Crane

Chief Buyer

Enc: order form No. DR 4316

Example 2

Order form

F. Lynch & Co. Ltd

Nesson House, Newell Street, Birmingham B33 EL

Phone: 021 236 6571 Fax: 021 236 8592

Telex: 341641

Order no. DR 4316

Satex S.p.A

Via di Pietra Papa

00146 Roma

ITALY

Authorized

Lionel Crane

| Quantity | Item description | Cat. No | Price (CIF London) |
|----------|----------------------------------|---------|-----------------------|
| 50 | V-neck: 30 red+ 20 blue | R 455 | £ 30.80 each |
| 30 | Roll neck: 15 black +15 blue | N 324 | £ 20.40 each |
| 30 | Crew neck: 15 green +15 beige | N 123 | £ 23.00 each |
| 40 | Crew neck: pattern | R 778 | £25.50 each |

Note: Subject to
5% quantity
discount

Comments 15% Trade Disc. allowed. Pymt. C/D Del. 6 weeks
Date 9 March 2010

Example 3

Dear Mr Mackenzie,

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

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

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

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

We look forward to hearing from you again soon.

Yours sincerely

John Merton
Sales Manager

Activity 5.

- a) Translate the example of order in writing
- b) Compose orders of your own

Шановний пане. Бигл,

Висилаємо наше замовлення № DR 4316 на светри для чоловіків і хлопчиків зазначених розмірів, кольорів і моделей. Ми вирішили прийняти запропоновані Вами 15 % знижки й умови платежу по виставлених платіжних документах. Однак, у найближчому

майбутньому нам хотілося б переглянути ці умови.

Вишліть, будь ласка, супровідні документи й Ваш вексель на пред'явника в міське відділення Нортмінстер Банк за адресою: м. Бирмінгем, Дил Стрит.

Якщо у Вас немає зазначених у списку товарів, просимо не надсилати замість них заміни.

Будемо вдячні за доставку протягом 6 тижнів і з нетерпінням чекаємо Вашого підтвердження.

З повагою,

Джон Мертон

Додаток

Activity 6. Fill in the gaps in the order with suitable words given below:

Enclosed, crate, stipulated, packed, stock, invoice, wrapped, marked, letter of credit.

Dear Mr Merton,

Please findan order (R1432) from our principals, Mackenzie Bros. Ltd., 1-5 Whale Drive, Dawson, Ontario, Canada.

They have asked us to instruct you that the 60 sets of crockery ordered should bein six crates, ten sets per....., with each piece individually....., and the cratesclearly with their name, the words 'fragile', 'crockery', and numbered 1-6.

They have agreed to pay by....., which we discussed on the phone last week, and they would like delivery before the end of this month, which should be easily effected as there are regular sailings from Liverpool. If the colours they have chosen are not in....., they will accept an alternative provided the designs are thoseon the order.

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

Yours sincerely,

L.W. Lowe (Mrs)

Activity 7. Match the words (column A) with their explanation (column B)

| A | B |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Sack | a. Stronger than a carton, made of wood, cardboard or metal, sometimes with a folding (hinged) lid |
| 2. Carton | b. This is like a case, but is not fully enclosed. It has a bottom and a frame, and is sometimes open at the top. It is often built for the particular thing they have to carry. Machinery packed in them needs a special bottom, called a skid, to facilitate handling |
| 3. Box | c. A small metal container where paint, oil and a variety of foodstuffs are packed in. |
| 4. Case | d. A larger, stronger version of a bag, usually made of Jute |
| 5. Crate | e. A package of soft goods (usually textiles) wrapped in protective material. |
| 6. Container | f. A cylindrical container for liquids and powders, usually made of metal or plastic, but sometimes wood or strong cardboard |
| 7. Bale | g. Made of light but strong cardboard, or fibreboard, it has double lids and bottoms which are fixed together |
| 8. Carboy | h. A very large, robust, metal construction, varying in length from about ten to about forty feet. It is normally sealed at the |

| | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | consignor's factory and transported unopened until it reaches its destination |
| 9. Tin | i. Miscellaneous goods packed without a container |
| 10. Bundle | j. A glass container, used for chemicals, protected in a padded metal or wicker cage |
| 11. Drum | k. A strong container made of wood. For, extra strength, it may have battens fixed to their tops, bottoms and sides, When thin wood is used, metal bands or wires will be passed around it. |

Activity 8. Translate the sentences into Ukrainian

1. Packing will be in crates with waxed cloth lining
2. All packages will be marked with consecutive numbers
3. In order to make the shipment sea-proof, the crates will be metal-lined
4. Please send us the equipment we ordered in styrofoam lined wooden boxes.
5. We have no special wishes regarding packing
6. We allow you half of the invoiced amount for packing if you return the empty crates
7. Packing charges will be invoiced
8. In order to prevent damages, the item will be packed in wood wool
9. In order to cut down handling and shipping' expenses as much as possible, we would appreciate your forwarding the above large order in containers.
10. The packing of goods offered does not meet our standarts

Activity 9. Translate the sentences in writing

1. Всі упаковки будуть відзначені порядковими номерами
2. Для захисту від ушкоджень виріб буде впакований у деревну вату
- 3.Товар буде упакований у ящики із прокладкою з церати

4. Ми можемо зменшити наполовину зазначену в рахунку суму на упакування, якщо ви повернете порожні ящики
5. Просимо вислати замовлені товари у дерев'яних ящиках, прокладених пінопластом.
6. У нас немає спеціальних побажань щодо упакування.
- 7.Рахунок за пакування буде виставлений
8. Для того, щоб вантаж залишився водонепроникним, ящики будуть постачені металевою прокладкою
9. Ми будемо вдячні Вам за відправлення даної великої партії в контейнерах, щоб якнайбільше зменшити витрати, пов'язані з навантаженням і транспортуванням товару.
10. Упакування запропонованих товарів не відповідає нашим вимогам

IV. Study the information concerning marking

1. Marking

There are 3 principal types of marking which may have to be done on export packages:

1. The consignees' own distinctive marks. They include the name of the port of destination.

e.g. K R LTV
 Durban Brisbane 3
 Singapore

2. Any official mark required by authorities. We have special marks demanded by the country of export or import. Some countries require the name of the country of origin of the goods to be marked on every package, and weights and dimensions may also be required.

e.g. FOREIGN PRODUCE OF SOUTH AFRICA
 Net weight 100 kg.
 Dimensions 1m. x 1-5m. x 2.25m.
 Gross weight 125 kg.
 Tare 25kg.

2. Special directions or warnings:

| | | |
|---------------------|-----------|---------------------|
| THIS SIDE UP | Верх тут | |
| FRAGILE | Обережно! | (Тендітний вантаж!) |
| STOW AWAY FROM HEAT | Зберігати | удалині від |

| | |
|----------------------|-----------------------------------------------|
| USE NO HOOKS | нагрівальних приладів. |
| USE ROLLERS | Не користуватися гаками |
| TO BE KEPT COOL | Переміщати на роликах |
| | Зберігати в прохолодному місці |
| KEEP DRY | Берегти від вологи (Зберігати в сухому місці) |
| DO NOT DROP | Не кидати |
| HANDLE WITH CARE | Звертатися з обережністю |
| GLASS -WITH CARE | Обережно, скло! |
| PERISHABLE | Швидкопсувний продукт |
| TOP | Верх |
| BOTTOM | Низ |
| ACID -WITH CARE | Обережно, кислота! |
| OPEN THIS END | Відкривати тут |
| DO NOT STOW ON DECK | Не складувати на палубі |
| INFLAMMABLE | Вогненебезпечно |
| DO NOT REMOVE | Не видаляти захисне |
| PROTECTIVE CARDBOARD | упакування |

V. Grammar Skills Increase

Activity 1. Consider the table of forming Conditionals.

First Conditionals

We use First Conditionals to talk about events which are possible. The Conditional clause can refer to the present or the future.

| Conditional clause | Main clause |
|---------------------------------------------------|--------------------------------------------------------------|
| <i>if</i> + Present Simple <i>If it rains,</i> | <i>will</i> + bare infinitive <i>we will stay at home</i> |

Other structures are possible, depending on what you want to say:

| Conditional clause | Main clause |
|-----------------------------------------------------------------|-------------------------------------------------------------|
| <i>if</i> + Present Simple <i>If you behave yourself,</i> | modal verb <i>you can come</i> |
| <i>if</i> + Present Simple <i>If you don't work,</i> | <i>be going to</i> (future) <i>you're going to fail.</i> |
| <i>if</i> + Present Simple <i>If you need anything,</i> | imperative <i>ask</i> |
| <i>if</i> + Present Continuous <i>If we're leaving soon,</i> | <i>will</i> + bare infinitive <i>I'll get my coat</i> |

| | |
|----------------------------------------------------------|---------------------------------------------------------------|
| | |
| <i>if</i> + Present Perfect <i>If I've finished,</i> | <i>will</i> + bare infinitive. <i>I'll be able to come</i> |
| <i>if</i> + Present Perfect <i>If you've finished</i> | modal verb <i>you can go out</i> |
| Imperative <i>Eat less</i> | And/or + <i>will</i> <i>and you'll get slim.</i> |

Second Conditional

We use the Second Conditional for unlikely situations in the present or future:

| | |
|---------------------------------------------------------|-------------------------------------------|
| Conditional clause | Main clause |
| <i>if</i> + Past Simple <i>If I had enough money</i> | <i>would / might</i> <i>I'd retire</i> |

Zero Conditional

We use the Zero Conditional to show that one action, result, etc. always follows another. We often use *when* for *if*:

| | |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Conditional clause | Main clause |
| Present Simple <i>If/When water freezes,</i> <i>When I travel by boat,</i> | Present Simple <i>it turns to ice.</i> <i>I'm always sick</i> |

(just) in case

This means 'because it is possible that...' and usually comes after the main clause :

- *Paul will bring you a sweater in case it gets cold.*

provided (that);

as long as

These phrases suggest that there is one vital condition:

- *Provided you rest, you'll make a full recovery.*

unless

We can use *unless* to replace *if...not* in Conditionals After *unless*, we use a Present tense to talk about the future:

- *Unless you leave now, you will be late.*

- *You will be late unless you go now.*

Third Conditional

We use the Third Conditional to talk about an event or situation that did not happen in the past:

| Conditional clause | Main clause |
|----------------------------------------------------------|-----------------------------------------------------------|
| <i>if + Past Perfect</i> <i>If Bruce had asked me</i> | <i>would + Perfect</i> <i>I would have said 'yes'.</i> |

Here is a summary of patterns using wish:

| verb form after <i>wish</i> | time reference | example (+ meaning) |
|--------------------------------|-------------------|---------------------------------------------------------------------|
| Past Simple | present | I wish I <i>knew</i> the answer. (= I don't know) |
| Past Simple | present | I wish I <i>was/were</i> better at sports. (= I'm not) |
| Past Continuous | present | I wish I <i>was/were</i> going with you. (= I'm not) |
| could | present | I wish I <i>could</i> give you an answer. (= I can't) |
| would | future | I wish you <i>would</i> be quiet. (= Your talking irritates me.) |
| Past Perfect | past | I wish I <i>had known</i> you then. (= but I didn't) |
| could have | past | / wish I <i>could have</i> explained. (= I wasn't able to) |

Activity 2. Open brackets paying attention to Conditionals

1. If you (increase) the order we (reduce) the price. 2. If the Manager (to be) in his office he (answer) the telephone calls. 3. If we (be able) we (answer) your letter. 4. What you (buy) if you had enough money? 5. If you (can send) us the samples in time we already (can order) your goods. 6. If you (not raise) the prices we (order) more of your goods. 7. You (be) late if you (not take) a taxi, 8. If he (not/be) so busy he (help) you. 9. We wish they (can answer) promptly. 10. We (order) the goods if the price (not/be) so high. 11. If you (visit) the exhibition you (see) the latest models of equipment. 12. If you (have) a credit card you (pay) with it. 13. I'm sure they (write) to us if they (know) our new address.

Activity 3. Translate the sentences paying attention to Conditionals and subjunctive mood

1. If I came later I would be late for the interview. 2. I wish it would stop raining. 3. If he had known the time-table he wouldn't have missed the train. 4. I wish you wouldn't buy the goods by sample. 5. It would be

better if you had agreed to a discount from this price. 6. We wish we had known this before. 7. I wish the customers were not late as usual. 8. I would have sent a letter to you if I had known your address. 9. If we had met yesterday we would have discussed this matter. 10. If I were in your place I wouldn't buy the tickets beforehand. 11. I wish you could help me with my work. 12. If I had known that you needed help I would have helped you. 13. I wish the letter hadn't been so long. 14. We shall sign contracts if they give us a good discount. 15. We should sign contracts if they gave us a good discount.

Activity 4. Translate the sentences in writing paying attention to conditional sentences and subjunctive mood

1. Якщо вони не приймуть наших умов, ми не підпишемо контракт. 2. Шкода, що він не написав на цю компанію скаргу. 3. Шкода, що вони не можуть гарантувати своєчасну доставку. 4. Шкода, що клієнти не роблять більших замовлень. 5. Я хочу, щоб Ви оплатили рахунок якомога швидше. 6. Я хотів би, щоб Ви виставили нам рахунок учора. 7. Як би мені хотілося, щоб контракт передбачав страхування товару від усіх ризиків. 8. Якби Ви нам запропонували знижку, ми б зробили замовлення. 9. Якби покупцям сподобався наш торішній каталог, вони б надіслали запити. 10. Якби партія була доставлена вчасно, ми б не виставили Вам штрафні санкції.

Activity 5. Complete the sentences

- a) If I had the chance to work abroad, I ...
- b) If I had to write my own job description, it...
- c) If she were invited to that conference, she ...
- d) If I had a serious disagreement with my boss, I...
- e) He would be promoted faster if...
- f) If I thought of a good way of saving my own money, I...
- h) If I were a very rich person, I ...

VI. Communication Skills Increase

Activity 1. Speak on the following:

- 1. The role of E-Mail in business correspondence
- 2. Writing effective resumes
- 3. How to lead an effective discussion with business partners

UNIT 4 CONTRACTS

I. Glossary.

Activity 1. Read and remember the following words and word combinations.

| | |
|--------------------------------------|-----------------------------------------|
| 1. Amendment (n) | Зміна |
| 2. Circumstances (n) | Обставини |
| 3. Clause (n) | Стаття, пункт |
| 4. Consent (n), (v) | Згода, давати згоду |
| 5. Consignor, shipper (n) | Відправник вантажу |
| 6. Contingency (n) | Непередбачена обставина |
| 7. Consignee (n) | Вантажоодержувач |
| 8. Divergency (n) | Розбіжність |
| 9. Equal juridical validity | Однакова юридична сила |
| 10. Expenses incurred | Збитки, понесені |
| 11. Hereinafter referred to as | Що далі називається |
| 12. In respect to | У відношенні |
| 13. Length of duration | Термін дії |
| 14. Manufacturing works | Завод-виробник |
| 15. On behalf of | Від імені |
| 16. Plenipotentiary representative | Повноважний представник |
| 17. Span of time | Відрізок часу |
| 18. Sub-clause (n) | Підрозділ статті, підпункт |
| 19. Subject matter (of the contract) | Предмет (контракту) |
| 20. Supplement (n) | Додаток |
| 21. Become null and void | Втрачати силу |
| 22. Corroborate (v) | Підтверджувати |
| 23. Entitle (v) | Надати право |
| 24. Fulfill obligations | Виконувати зобов'язання |
| 25. Indemnify losses | Відшкодувати збитки |
| 26. Infringe/to violate a contract | Порушити контракт |
| 27. Invalidate (v) | Позбавляти сили дії, втрачати силу |
| 28. Pertain to (v) | Ставитися до |
| 29. Undertake taxes and duties | Брати на себе сплату податків та зборів |
| 30. Under the provision | За умовами (контракту) |

II. Study the information about contracts

A contract is a business agreement on work to be done, rates to be paid, goods to be sold or bought. It is also a document embodying such an agreement.

Contracts are concluded either between companies in one and the same country, or internationally, or between organizations of different countries. In this book, naturally, the latter type of contracts is considered. Every international contract has several standard parts which are obligatory. Most frequently these necessary parts of the contract include the following:

- legal addresses of the contracting parties,
- the subject matter of the contract, (what this business agreement is about; usually this also includes the total amount of money involved and the denomination of goods bought or sold under the provision of this contract (or the type of service agreed upon)),
- a more detailed description of goods: their price, quality and quantity, packing and marking, etc.,
 - the terms of delivery
- the length of duration of the contract, (over what span of time the obligations arising out of it are valid),
- the terms and procedure of payment, banking details,
- arbitration,
- claims and their settlement,
- guarantee period (if any),
- other conditions.

All contracts consist of clauses, which are numbered, and sometimes of subclauses, and even of sub-subclauses as well. In the negotiations or correspondence one can refer to the specific clause and subclause.

III. ESP Skills Increase

Activity 1. Compare the following Ukrainian and English translations. Translate first left, then right side of the page covering them up with a sheet of paper:

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Контракт Київ «...»2010г Українське госпрозрахункове Зовнішньоторгівельне Об'єднання « Діамант-Ювелірекспорт», Україна, іменоване надалі Продавець, з одного боку, і..... іменоване надалі Покупець, з іншого боку, уклали контракт про нижченаведене:</p> <p>I. Предмет контракту Продавець продав, а Покупець купив на умовах сіф аеропорт..... згідно зі специфікаціями № , прикладеним до дійсного контракту. Зазначені специфікації є невід'ємною частиною дійсного контракту. Загальна вартість товарів за контрактом становитьам. доларів. Часткове відвантаження товарів не дозволяється.</p> <p>II. Ціна товару Ціна на товар установлена в ам. доларах.</p> <p>III. Якість товару Якість товару, проданого за даним контрактом, повинне відповідати державним стандартам і технічним умовам, що існують в Україні на ці товари.</p> <p>IV. Упакування й маркування _____ упаковуються в дерев'яні ящики або ящики з</p> | <p>Contract Kyiv «...»2010 Ukrainian Foreign Trade Association" Diamantjuvelirexport" Ukraine, hereinafter referred to as the Sellers, on the one part, and....., hereinafter referred to as the Buyers, on the other part, have concluded the present Contract to the following effect:</p> <p>I. Subject Matter of Contract The Sellers have sold and the Buyers have bought c.i.f. airport.....as per Specifications No.. attached to the present Contract. The above Specifications form an integral part of the present Contract. The total value of the goods under the present Contract makes....US Dollars. Partial shipments are not allowed.</p> <p>II. Price of Goods The price of the goods is fixed in US Dollars.</p> <p>III. Quality of Goods The quality of the goods sold under the present Contract shall conform to the State Standards and Technical Conditions existing in Ukraine for these goods.</p> <p>IV. Packing and Marking _____ will be packed in wooden cases or millboard boxes and marked as</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

товстого картону, на яких
маркірується наступне:

- 1) Вага брутто;
- 2) Найменування й адреса
Одержувача;
- 3) Найменування й адреса
Відправника.

V. Доставка й приймання товару

Товар вважається зданим
Продавцеві й прийнятим
Покупцем;

- 1) По вазі брутто й кількості
місць- згідно з вагою й кількості
місць, зазначеним в авіавантажній
накладній;
- 2) По вазі нетто і якості —
згідно зі специфікацією Продавця
Датою поставки вважається дата
авіавантажної накладної. Товар
відправляється за адресою:

VI. Страхування

Товар повинен бути
застрахований Продавцем в
Інгосстрасі України на умовах «з
відповідальністю за всі ризики»
відповідно до Правил
транспортного страхування
вантажів Інгосстраху України §2,
пункт 1 від _____ —

до _____ -

Страховий поліс випикується на
ім'я Покупця на ____ %

follows:

- 1) gross weight;
- 2) name and address of the
Receiver;
- 3) Sender's name and address.

V. Delivery and Acceptance of Goods

The goods will be considered as
delivered by the Sellers and
accepted by the Buyers:

- 1) as regards the gross weight and
the number of cases—in
accordance with the weight and
the number of cases stated in an
airway bill;
- 2) as regards the net weight and
the quality—in accordance with
the Sellers' Specification. The
date of an airway bill is to be
considered as the date of delivery.
The goods are to be shipped to
the address _____

VI. Insurance

Goods shall be insured by the
Sellers with the Ingosstrakh of
Ukraine on conditions "against all
risks" subject to para-2. clause 1
of the Transport Insurance Rules
from _____
to _____

Insurance Policy to be issued in
the name of the Buyers for %
of the c.i.f. value of the goods.

від вартості сіф товарів.
Страхування від військових і страйкових ризиків проводиться на прохання Покупця й за його рахунок.

VII. Умови платежу

Платіж за товар буде проводитися Покупцем протягом 15 днів з дати підписання дійсного контракту шляхом переведення на рахунок З/О «Діамантjewелірексport» у Банку для Зовнішньої Торгівлі України в Києві повної вартості товару, який повинен бути відвантажений за даним контрактом. Не пізніше 10 днів з дати одержання платежу Продавець зробить відвантаження товару Покупцеві. Усі витрати, пов'язані із платежами, і банківська комісія будуть оплачуватися Покупцем. У випадку, якщо Покупець не зробить грошового переказу у встановлений контрактом строк, Покупець зобов'язан сплатити Продавцеві пеню в розмірі 0,1 % вартості товару, що підлягає поставці за контрактом, за кожний день прострочення протягом 30 днів. Після закінчення 30 днів нарахування пені припиняється й понад нараховану пеню Покупець зобов'язано сплатити Продавцеві недотримку у розмірі 10 % від вартості товару, що підлягає поставці за даним контрактом. У цьому випадку Продавець звільняється від зобов'язання

Insurance from war and strike risks to be made at the Buyers' request and for their account.

VII. Terms of Payment

Payment for the goods will be made by the Buyers within 15 days from the date of the present Contract by way of remitting to the account of F/A "Diamantjewelirexport" with the Ukrainian Bank for Foreign Trade, Kyiv, the full value of the goods to be shipped against the present Contract. Not later than 10 days after receipt of payment the Sellers shall effect shipment of the goods to the Buyers. All expenses connected with payment as well as bank commission will be paid by the Buyers. Should the Buyers fail to observe the terms of payment stipulated in the Contract, the Buyers shall have to pay to the Sellers a fine in the amount of 0.1 per cent of the value of the goods to be delivered under the present Contract for each day of delay within 30 days. After the expiry of 30 days no further fine will be charged, but the Buyers in addition to the sum of the fine charged will pay to the Sellers a penalty amounting to 10 per cent of the goods' value to be delivered under the Contract. In this case the Sellers will be relieved of their obligations to

поставити товар за контрактом без права пред'явлення йому яких-небудь претензій за невиконання контракту.

VIII. Форс-Мажор

При настанні обставин неможливості повного або часткового виконання кожної зі сторін зобов'язань за даним контрактом, а саме, пожежі, стихійних лих, війни, воєнних дій будь-якого характеру, блокади, заборони експорту або імпорту або інших зобов'язань, що не залежать від сторін, строк виконання зобов'язань відсувається пропорційно часу, протягом якого будуть діяти такі обставини.

Якщо ці обставини будуть тривати більш трьох місяців, то кожна зі сторін буде мати право відмовитися від подальшого виконання зобов'язань за контрактом і в цьому випадку жодна зі сторін не буде мати права на відшкодування іншою стороною можливих збитків. Сторона, для якої створилася неможливість виконання зобов'язань за контрактом, повинна про настання й припинення обставин, що перешкоджають виконанню зобов'язань, негайно сповіщати іншу сторону.

Належним доказом наявності

deliver the goods under the present Contract and the Buyers shall have no right to submit to the Sellers any claim what so ever with regard to non-fulfillment of the Contract.

VIII. Force Majeure

Should any circumstances preventing the complete or partial fulfillment by either party of the obligations under this Contract, arise, namely: fire, acts of elements, wars, military operations of any character, blockades, prohibition of import or export, or any other contingencies beyond the parties' control the time stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances will remain in force.

If the above circumstances continue to be in force for more than 3 months, each party shall have the right to refuse any further fulfillment of the obligations under this Contract and in such case neither of the parties shall have the right to make a demand upon the other party for compensation for any possible losses.

Each party shall advise the other party as regards the beginning and the cessation of these circumstances.

Certificates issued by a respective Chamber of Commerce and

зазначених вище обставин і їх тривалості будуть служити довідки, видавані відповідно Торговельною палатою країни Продавця або Покупця.

ІХ. Арбітраж

Усі суперечки або розбіжності, що можуть виникнути з дійсного контракту або у зв'язку з ним, підлягають, з виключенням підсудності загальним судам, вирішенню в арбітражному порядку в Зовнішньоторговельній арбітражній Комісії при Торгово-Промисловій Палаті, відповідно до Правил про виробництво справ у зазначеній Комісії. Рішення цього арбітражу буде остаточним і обов'язковим для обох сторін.

Х. Інші умови

Усі витрати, податки, мита й збори на території країни Продавця оплачуються Продавцем, а на території країни Покупця й транзитної території — Покупцем. Покупець зобов'язано одержати за свій рахунок усі імпорتنі ліцензії й дозвіл, необхідні для імпорту товарів з України в країну Покупця. Право власності на товар, а також ризик випадкової втрати або випадкового ушкодження товару переходить на Покупця із Продавця з моменту передачі товару в транспортне агентство в країні Продавця.

Industry of the Sellers' or the Buyers' country shall be a sufficient proof of such circumstances and their duration.

IX. Arbitration

All disputes or differences which may arise out of the present Contract and/or in connection here with are to be referred for settlement without recourse to the courts of law, to the Foreign Trade Arbitration Commission at the Russian Chamber of Commerce and Industry in accordance with the Rules of Procedure of the said Commission, the awards of which are final and binding upon both parties

X. Other Conditions

All expenses, taxes, customs and other dues connected with the conclusion of the present Contract levied on the territory of the Sellers' country are borne by the Sellers, and those levied on the territory of the Buyers' country and transit territory are borne by the Buyers.

The Buyers are to secure for their account all import licences and permissions required for the importation of the goods sold from Ukraine to the country of destination. The legal title to the goods as well as risks of any eventual loss or damage to the goods will pass from the Sellers

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Жодна зі сторін за справжнім контрактом не має права передавати права й зобов'язання за даним контрактом якій-небудь третьої стороні без письмової згоди іншої сторони.</p> <p>Після підписання дійсного контракту всі попередні переговори й переписка за даним контрактом втрачають силу. Усі доповнення й/або зміни до даного контракту дійсні за умови, якщо вони зроблені в письмовій формі й підписані уповноваженими на те представниками обох сторін контракту.</p> <p>Місцем укладення даного контракту є м. Київ, Україна</p> <p>XI. Юридичні адреси сторін Продавець Покупець.....</p> <p>Покупець — (підпис) Продавець —(підпис)</p> | <p>to the Buyers from the moment of delivery of the goods to a transport agency in the Sellers' country.</p> <p>Neither party of this Contract shall have the right to assign to any third party their rights and obligations under this Contract without the written consent of the other party. After the signing of the present Contract all previous negotiations and correspondence to same become null and void.</p> <p>Any amendments and/or supplements to this Contract are valid only if made in writing and signed by authorized representative of both parties. Kyiv, Ukraine is regarded as the place of the conclusion of this Contract.</p> <p>XI. Legal Addresses Seller..... Buyer</p> <p>Buyer —(signature) Seller — (signature)</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Activity 2.

1) Read and translate the example of the contract into Ukrainian

2) Compose a contract of your own

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <p>Kharkiv</p> <p>Objedinenije "Kharkimport", Kharkiv, hereinafter referred to as the "Seller" on the one part, and Messrs.....hereinafter referred to as the "Buyer" on the other part, have concluded the present contract whereby</p> | <p>Contract</p> <p>27 May, 2011</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|

it is agreed as follows:

1. SUBJECT OF THE CONTRACT "

The Seller has sold and the Buyer has bought c.i.f. (f.o.b., f.o.r.).....the goods specified in the enclosed appendix, showing specifications, quantities, prices and delivery times of the goods and constituting an integral part of the present contract.

2. PRICES

The prices are fixed in and are understood c.i.f. (f.o.b., f.o.r.).....export packing and marking included.

All expenses incurred on the territory of..... in connection with the present contract (duties, taxes, customs, etc.) are to be paid by the Buyer.

3. QUALITY

The quality of the goods under the present contract shall be in full conformity either with the State standards existing in Ukraine or with the technical conditions ruling at the manufacturing works.

4. TIME OF DELIVERY

The goods sold under the contract shall be delivered within _____ months after the signing of the contract.

The date of the Bill of Lading (or: Railway Bill) shall be considered as the date of delivery.

5. DELIVERY AND ACCEPTANCE OF GOODS

The goods are considered to be delivered by the Seller and accepted by the Buyer:

- a) in respect of quantity — according to the number of cases and the weight as shown on the Bill of Lading (or on the Railway Bill);
- b) in respect of quality — according to the Manufacturer's certificate issued by the manufacturing works or by the Seller.

6. TERMS OF PAYMENT

Payment for the goods to be delivered under the present contract is to be effected in.....in accordance with the Trade Agreement between the Governments of Ukraine and.....dated the.....by an irrevocable confirmed Letter of Credit to be opened by the Buyer with the Bank for Foreign Trade of Ukraine, Kharkiv, in favour of the Seller within 10 days of receipt of the Seller's

notification of the readiness of the goods for shipment. The Letter of Credit to be valid.....days.

The payment of the credit is to be made against the following documents:

Invoice.

Bill of Lading (or Railway Bill).

All expenses connected with the opening of the Letter of Credit are to be borne by the Buyer.

Part shipment and transshipment are permitted.

Insurance to be made to the amount of 110 per cent, of the value of the goods.

7. PACKING AND MARKING

The goods shall be secured and properly packed to withstand both overseas and overland transport as well as transshipment.

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.

8. GUARANTEE

Any part or parts which may prove defective through faulty material or workmanship will be repaired or replaced by the Seller c.i.f., f.o.b., f.o.r.....free of charge within the period of.....calendar months of the date of shipment provided the defective part or parts have been returned to the Seller's works for examination, carriage paid.

This guarantee will be invalidated by the Buyer making, causing or allowing any alterations or repair to the goods without the Seller's consent and also if the damage is due to negligence or improper handling on the part of the Buyer or to any other causes outside the Seller's control including damage in transit from Ukraine to the place of destination.

Rapidly wearing parts as well as parts which have suffered from natural wear are excluded from the guarantee.

9. CLAIMS

Claims which may arise with regard to the quality of the goods owing to their non-conformity with the standards and technical conditions provided for under clause 3 of this contract as well as claims concerning the quantity of the goods will be considered by the Seller

only if submitted within 45 days from the date of arrival of the goods at the place of destination shown in the Bill of Lading and in any case not later than within 90 days of the date of delivery of the goods c.i.f., f.o.b. or f.o.r.....

Claims which arise through faulty material or workmanship as stipulated in clause 8 will be considered by the Seller only if submitted within the guarantee period.

The claims should be corroborated by the Buyers' reports drawn up with the assistance of competent organizations.

No claims put forward in respect of any consignment of the goods can be used by the Buyer as a reason for his refusal to accept the goods and to pay for them. This applies to both the consignment in respect of which a claim has been raised and to all further consignments to be delivered under the present contract.

The date of the postmark on the Buyer's letter containing the claim and addressed to the Seller to be considered as the date of the claim.

10. CONTINGENCIES

Should any circumstances arise which prevent the complete or partial fulfillment by any of the parties of their respective obligations under this contract, namely: fire, acts of elements, war, military operations of any character, blockades, prohibition of exports or imports or any other circumstances beyond the control of the parties, the time stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances will last.

If the above circumstances last for more than six months, each party shall have the right to refuse any further fulfillment of the obligations under the contract and in such case neither of the parties shall have the right to make a demand upon the other party for compensation for any possible losses.

The party for whom it becomes impossible to meet their obligations under the contract, shall immediately advise the other party as regards the beginning and the cessation of the circumstances preventing the fulfillment of their obligations.

Certificates issued by a respective Chamber of Commerce of the Seller's or Buyer's country shall be a sufficient proof of such circumstances and their duration.

11. ARBITRATION

All disputes and differences which may arise out of the present contract and/or in connection with it are to be referred for settlement to the Foreign Trade Arbitration Commission at the Ukrainian Chamber of Commerce in Kyiv in accordance with the Rules of Procedure of the said Commission the awards of which are final and binding upon both parties. Application to State Courts is excluded.

12. OTHER CONDITIONS

(1) Neither party is entitled to transfer their rights and obligations under the present contract to third person without a written consent thereto of the other party.

(2) Any alterations and additions to the present contract will be valid only if made in writing and duly signed by both parties.

(3) After the signing of the present contract all preceding negotiations and correspondence pertaining to it become null and void

LEGAL ADDRESSES OF THE PARTIES

Sellers _____

Buyers _____

SELLER
(Signature)

BUYER
(Signature)

Activity 3. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. English Equipment Plc, London, England, hereinafter referred to as «the Seller», on the one part, and TST Systems Ltd, hereinafter referred to as «the Buyer», on the other part, have concluded the present contract as follows... | а. Будь-які зміни, виправлення й доповнення умов дійсного Контракту вважаються дійсними тільки в тому випадку, якщо вони зроблені письмово й належним чином підписані вповноваженими представниками сторін. |
| 2. The Seller has sold and the Buyer has bought the machinery, equipment, materials, and services | б. Платіж по даному акредитиву в розмірі ста відсотків (100%) від загальної суми Контракту проводиться |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>("Equipment") as listed in Appendix 1 being an integral part of this Contract.</p> | <p>в англійських фунтах проти надання наступних відвантажувальних документів...</p> |
| <p>3. If the Parties do not come to an agreement, all the disputes and differences are to be submitted for Arbitration in Stockholm, Sweden, in accordance with the rules and regulations of the Chamber of Commerce in Stockholm and applying the substantive laws of Sweden.</p> | <p>с. Гарантійний строк становить дванадцять (12) місяців з моменту пуску обладнання, що фіксується у відповідному Акті, підписаному вповноваженими представниками сторін, що містять дійсний Контракт, але не більш вісімнадцяти (18) місяців з дати поставки обладнання.</p> |
| <p>4. The prices are firm for the duration of the Contract and shall not be subject to any revision except on account of any mutually agreed changes or modifications to equipment specification and/ or quantities listed in Appendix 1 to this contract</p> | <p>d. Якщо сторони не можуть дійти згоди, суперечки й розбіжності представляються на розгляд арбітражного суду в Стокгольмі (Швеція) відповідно до правил і положеннями Торговельної Палати Стокгольма й із застосуванням відповідних законів Швеції.</p> |
| <p>5. The delivery date is understood to be the date of the clean Bill of Lading issued in the name of the Buyer, destination Odessa, Ukraine.</p> | <p>е. Контракт стає дійсним і набуває чинності з дати його підписання.</p> |
| <p>6. Payment from this Letter of Credit at the rate of hundred per cent (100%) of the total contract value is to be effected in GB pounds against the following shipping documents....</p> | <p>f. Компанія English Equipment Plc Лондон, Англія надалі іменована «Продавець», з одного боку, і компанія TST Systems Ltd, надалі іменована «Покупець» з іншого боку, уклали даний контракт про нижченаведене....</p> |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>7. The guarantee period is twelve (12) months from the date „of the start-up of the equipment, that is reflected in an appropriate Act signed by the representatives of Parties to the present Contract, but not more than eighteen (18) months from the date of delivery of the equipment.</p> | <p>g. Продавець несе перед Покупцем відповідальність за будь-які ушкодження обладнання через його неправильне пакування</p> |
| <p>8. If the equipment proves to be defective or faulty during the guarantee period, the Seller has at its expense at the choice of both Parties either to remedy the defects or to replace the faulty equipment with new equipment of good quality which is to be delivered without delay to the port of delivery.</p> | <p>h. Продавець продав, а Покупець купив машини, обладнання, матеріали й послуги («обладнання»), перераховані в Додатку 1, яке є невід'ємною частиною дійсного Контракту.</p> |
| <p>9. Any changes, amendments or supplements to the terms and conditions of this Contract shall be valid only if set forth in a written document duly signed by authorized representatives of both Parties to the present Contract.</p> | <p>і. Продавець робить страхування обладнання, що поставляється відповідно до даного Контракту, і покриває всі пов'язані із цим витрати з моменту відвантаження обладнання й до моменту прибуття його в порт Одеси.</p> |
| <p>10. The Seller is responsible to the Buyer for any damage to the equipment resulting from inadequate packing of the equipment.</p> | <p>j. Ціни залишаються незмінними протягом усього терміну дії контракту й можуть бути переглянуті тільки у випадку взаємного погоджених змін у специфікації на обладнання або його модифікації, а також зміни кількості його складових частин, зазначеного</p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | в Додатку 1 до дійсного |
| 11. The Contract becomes effective and comes into full force from the date of signing. | к. Датою поставки обладнання вважається дата видачі чистого коносаменту із вказівкою імені Покупця й кінцевого порту призначення — Одеса, Україна |
| 12. The Seller is to take care of and cover expenses for insurance of the equipment under the Contract from the moment of its dispatch up to the moment of its arrival at the port of Odessa. | 1. Якщо обладнання вийде з ладу протягом гарантійного строку, Продавець повинен за свій рахунок і по розсуду обох сторін або усунути виниклі дефекти, або замінити обладнання, яке вийшло з ладу на нове обладнання відповідної якості, яке повинно бути без затримки доставлене в порт призначення. |

Activity 4.

1) Translate the word combinations in writing

2) Compose sentences of your own using these word combinations

Предмет контракту й загальна сума контракту; бути невід'ємною частиною контракту; супровід і пуск обладнання; запасні частини обладнання; товари, що поставляються згідно з даним контрактом; ціна залишається незмінною протягом усього терміну дії контракту; місце призначення зазначене в коносаменті; відправник вантажу й вантажоодержувач; товари повинні бути відправлені (to be shipped) з порту з першим же судном (by the first vessel available); строк поставки й дата поставки; товари повинні бути поставлені протягом шести місяців з моменту оплати; дата видачі чистого коносаменту; контракт стає дійсним з моменту його підписання; поставка проводиться на умовах СІФ Одеса; Продавець гарантує, що обладнання, що поставляється, задовольняє вимоги додатка 5; нести відповідальність перед Покупцем; маркування, нанесене незмивною фарбою; оплата проводиться проти надання наступних відвантажувальних документів; виконувати контрактні

зобов'язання; усі суперечки й розбіжності, що виникають при виконанні даного Контракту.

Activity 5

a) Read, translate and learn the following dialogue

b) Compose a dialogue of your own on the topic

Manager. Hello! Are you Simpson and Mills? Put me through to Mr. Simpson, please. Broker. Mr. Simpson speaking.

Manager. This is Mr. Ivanov of Rosexport. We have some trouble with the s.s. "Fairfield" chartered against contract 65 to load the first cargo of wheat for Frank & Sons, Limited.

Broker. What is the matter with the boat?

Manager. We've just had a telegram from the Owners that the "Fairfield" has been badly damaged in a collision on her way to Novorossiysk and she has been towed to Genoa for repairs.

Broker. Is the damage serious?

Manager. Evidently it is, as they state she won't be able to arrive at the port of loading before December 15th.

Broker. What are you going to do about it? Haven't you got another boat which could load before the 15th December?

Manager. Unfortunately, it is practically impossible to secure another boat of the same size. We could arrange shipment by s.s. "Binta", which is a larger vessel of 6,500 tons, 10 per cent, although it would mean a considerable change in our loading program. Will you get in touch with the Buyers and ask them to accept against contract No. 65 a cargo of 6,500 tons, 10 per cent, instead of 6,000 tons, 10 per cent?

Broker. I'll get in touch with them at once and try to settle the matter.

The next day

Broker. I've had a talk with the General Manager of Frank & Sons, Ltd., about the cargo of wheat against Contract No. 65.

Manager. What does he say?

Broker. I've persuaded him to accept 6,500 tons, ten per cent, although he says that it would mean extra storage expenses for them, as they don't need the additional quantity till February. However, he agrees to accept the cargo on condition that it is not shipped before the 12th December.

Manager. It's all right, as the vessel is not due to arrive at the port of loading before the 9th December. Thank you very much, Mr. Simpson. Good-bye.

IV. Grammar skills increase

Activity 1. Revise the forms of Infinitive. Translate the sentences into Ukrainian paying attention to infinitive.

| Tense Voice | Non-Perfect | | Perfect | |
|----------------|-------------|----------------|--------------------|-----------------------|
| | Indefinite | Continuous | Perfect | Perfect Continuous |
| Active | to build | to be building | to have built | to have been building |
| Passive | to be built | ----- | to have been built | ----- |

1. They seem to have plenty of money, 2. We expected to be late. 3. Sally was made to open her case by the customs officer. 4. I would like to get an application form. 5. She began to write an order. 6. They seem to have finished marking. 7. He may have gone to London. 8. The consignment was to have been delivered yesterday. 9. That firm is reported to be conducting negotiations for the purchase of sugar. 10. They are said to have been conducting negotiations for a long time. 11. You must write the answer at once. 12. You had better insure your goods. 13. The amount to be paid includes the cost of packing. 14. To produce qualified equipment is a great success. 15. I expect the goods to be loaded. 16. I saw the captain sign a mate's receipt. 17. The customs officer allowed the goods to be discharged. 18. We expect the contract to be to be signed tomorrow. 19. I asked to be informed of the arrival of the steamer. 20. The steamer was known to have left port on the 16th May. 21. The goods are reported to have been awaiting shipment for several days. 22. The equipment is unlikely to arrive. 23. The buyers requested the sellers to keep them informed of the position of the vessel, the communications to be addressed to their agents.

V. Communication Skills Increase

Activity 1. Speak on the following:

1. Types of a contract
2. How to make a successful contract

Activity 2. Answer the following questions:

1. How many incoterms do you know?
2. What do incoterms define?
3. What is the purpose of the contract?
4. What are the main clauses (articles) of the contract?
5. What sort of prices may be indicated in the contract?
6. What is indicated in the article «Dates of Delivery»?
7. How may the payment be effected?
8. What forms of the payment are usually used?
9. What are the packing requirements?
10. What are the requirements for marking the goods?
11. What kind of claims are made by the Buyer?
12. Can the Seller be penalized for a delay of delivery?
13. What are the sanctions against defaulter?
14. How are claims settled?
15. What terms of insurance should be mentioned in the contract?
16. Name some risks to which the export trade is subject.
17. Is it very important to encourage competition in the insurance business?
18. What is the definition of Force Majeure?
19. What contingencies are listed in a Force Majeure clause?
20. What duration is usually stated in the contract for contingency?

UNIT 5

TERMS OF PAYMENT / TERMS OF DELIVERY

I. Glossary.

Activity 1. Read and remember the following words and word combinations

| | |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. 3 d/s (days) D/P (documents against payment) | Платіж протягом 3 днів готівкою проти документів |
| 2. 60 d/s D/A (documents against acceptance) | Платіж протягом 60 днів шляхом акцепту тратти проти документів (умова про видачу покупцеві вантажних документів після акцепту їм тратти) |
| 3. Account rendered | Спlachений рахунок |
| 4. Advance payment | Передплата |
| 5. b/f (brought forward) | Перенесено на більш пізній строк |
| 6. c & f (cost and freight) | КАФ (вартість і фрахт) |
| 7. c/f (- carried forward) | Перенесено |
| 8. Cash on delivery (C.O.D.) | Сплата готівкою при доставці |
| 9. Cash with order (C.W.O.) | Сплата готівкою при видачі замовлення |
| 10. Clean payment | Платіж по відкритому рахунку |
| 11. Clear/settle an account | Сплатити рахунок |
| 12. Collection (n) | Інкасо |
| 13. Collection on delivery | Накладений платіж |
| 14. Deferred (delayed) payment | Відстрочений платіж |
| 15. Documentary letter of credit | Товарний акредитив |
| 16. Due date | Дата сплати |
| 17. E & OE (Errors and Omissions are Excepted) | Помилки й пропуски приймаються |
| 18. Estimate price | Кошторисна ціна |
| 19. f.o.r (free on rails) | Франко-вагон |
| 20. f.o.t (free on truck) | Франко-вантажівка |
| 21. Free border | Франко-кордон |
| 22. Free harbour | Франко-порт |
| 23. Free warehouse | Франко-склад |
| 24. From factory | Франко-завод |

| | |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 25. Goods on approval/sale or return | Товари для ознайомлення/умови продажу або повернення |
| 26. MT (mail transfer) | Поштовий переказ |
| 27. N/C (no charge) | Без нарахувань |
| 28. Outstanding invoice | Несплачений рахунок |
| 29. Overdue account (a/c) | Прострочений рахунок |
| 30. Paid letter of credit | Акредитив із внесеним покриттям |
| 31. Payment by installments | Платіж внесками |
| 32. Payment order/ Remittance | Грошовий переказ |
| 33. Payment with the order | Сплата при оформленні замовлення |
| 34. Promissory note | Простий вексель (боргове зобов'язання) |
| 35. Prompt payment | Своєчасна сплата |
| 36. Remit payment | Перевести плату (на рахунок) |
| 37. Revolving letter of credit | Револьверний акредитив |
| 38. Savings account | Депозитний рахунок |
| 39. Sight draft | Вексель на пред'явника |
| 40. Spot cash | Негайна сплата готівкою |
| 41. Statements of account | Виписка з рахунку |
| 42. The Society for Worldwide Interbank Financial Telecommunications (SWIFT) | Міжнародна міжбанківська система передачі інформації й здійснення платежів |
| 43. TT (telegraphic transfer) | Телеграфний переказ |
| 44. Uniform international prices | Єдині міжнародні |
| 45. Working costs | Експлуатаційні витрати |

II. Study the information about payments

1. Invoices

Invoices are one of the main documents used in trading. They are not only requests for payment but also records of transactions which give the buyer and seller information about what has been bought or sold, the terms of the sale, and details of the transaction. An invoice may be accompanied by a short covering letter or email offering additional information the customer might need.

- Please find enclosed our Invoice No. B1187 for \$ 329.43. The plugs you ordered have already been dispatched to you, c/f, and you should receive them within the next few days.

- The enclosed invoice (No. D1167) for £723.60 is for 2 chairs at £540.00 each less 33% trade discount. We look forward to receiving your remittance and will then send the chairs c/f.

2. Pro forma invoices

A Pro forma invoice is one with the words pro forma typed or stamped on it, and is used:

- If the customer has to pre-pay (i.e. pay for goods before receiving them), they pay against the pro forma
- If the customer wants to make sure a quotation will not be changed, the pro-forma will say exactly what and how they will be charged
- If goods are sent on approval, on sale or return, or on consignment to an agent who will sell them on behalf of the principal
- As a customs document

A covering letter may accompany a pro forma invoice.

- The enclosed Pro forma No. 1164 for £8,253.76 is for your Order No. 01334, which is now packed and awaiting despatch. As soon as we receive your cheque we will send the goods which should then reach you within a few days.

- We are sending the enclosed pro forma (No. H7896) for £3,960 gross, for the consignment of chairs you ordered on approval. We would appreciate it if you could return any unsold chairs by the end of May as agreed.

3. Statements of account

Rather than requiring immediate payment of invoices, suppliers may offer credit in the form of open account facilities for an agreed period of time, usually a month but sometimes a quarter (three months). At the end of the period a statement of account is sent to the customer, giving details of all the transactions between the buyer and seller for that period. The statement includes the balance on the account, which is brought forward from the previous period and listed as account rendered. Invoices and debit notes are added, while payments and credit notes are deducted.

Statements of account rarely have letters with them unless there is a particular point that the supplier wants to make, e.g. that the account is overdue, or that some special concession is available for prompt payment, but a compliments slip may be attached.

Note the expression as at (e.g. as at 31 March), which means up to this date.

- Please find enclosed your statement of account as at 31 May this year. If the balance of £161 is cleared within the next seven days, you can deduct a 3% cash discount

4. Methods of payment: trade within the country

4.1. Bank draft

In the case of a bank draft, the customer buys a cheque from the bank for the amount he or she wants to pay and sends it to the supplier. Banks usually require two of their directors' signatures on drafts, and make a small charge.

4.2. Bank transfer

A bank transfer is when a bank moves money by order from one account to another.

4.3. Bill of exchange

In bill of exchange (b/e) transactions the supplier draws a bill on the customer. The bill states that the customer will pay the supplier an amount within a stated time, e.g. thirty days. The bill is sent direct to the customer or paid through a bank. If the bill is a sight draft, the customer will pay immediately (i.e. on 'sight' or presentation). If the bill is a term draft the customer signs (accepts) the bill before the goods are sent and pays later.

4.4. Cheque

The customer must have a current account, or certain types of savings account, to pay by cheque. Cheques can take three working days to clear through the commercial banks, and can be open, to pay cash, or closed (crossed), to be paid into an account.

4.5. Credit transfer

In the case of credit transfers, the customer fills out a bank GIRO slip and hands it in to a bank with a cheque. The bank then transfers the money to the supplier.

4.6. Debit / credit card payment

Debit and credit card payments can be made either direct on the phone, or on the Internet.

4.7. Letter of credit

A letter of credit (L/C) is a document issued by a bank on a customer's request, ordering an amount of money to be paid to a supplier. Payments by letter of credit can be made within the UK, but this method is more common in overseas transactions

4.8. Cash on delivery

Cash on delivery (COD) is a service offered by the Post Office. They will deliver goods and accept payment on behalf of the supplier.

4.9. Post Office Giro

The Post Office Giro system allows a customer to send a payment to a supplier, whether they have a Post Office Giro account or not.

4.10. Postal order

Postal orders can be bought from the Post Office, usually to pay small amounts, and sent to the supplier direct. They can either be crossed, in which case the money can only be paid into the supplier's account, or left open for the supplier to cash.

5. Methods of payment: trade outside the country

5.1. Bank transfer

The customer orders a bank to transfer money to the supplier's account. If telegraphed, this is known as a TELEGRAPHIC transfer (TT). The Society for Worldwide Interbank Financial Communications (SWIFT) offers a twenty-four-hour international bank transfer service.

5.2. Bill of exchange

The procedure is the same as that for trade inside the country, but shipping documents usually accompany bills when the bank acts as an intermediary in international transactions.

5.3. Cheque

It is possible to pay an overseas supplier by cheque, but it takes a long time before they get their money.

5.4. Documentary credit

When a letter of credit is accompanied by shipping documents it is called a documentary credit. The money is credited to the supplier's account as soon as confirmation of shipment is made.

5.5. International bank draft

An international bank draft is a Cheque which a bank draws on itself and sells to the customer, who then sends it to their supplier. The supplier's bank should usually have either an account or an agreement with the customer's bank.

5.6. International money order

International money orders (IMO) can be bought at most banks in the UK and are paid for in sterling or dollars. The bank fills out the order for the customer then, for a small charge, hands the 1 m o over, and the buyer sends it to the supplier, imos can be either cashed or credited to the supplier's account.

5.7. International Post Office Giro

Payment by International Post Office Giro can be made when either the customer or supplier or both, do not have bank accounts. An order for the amount to be paid is filled out at a Post Office which forwards it to the Giro Centre. The Giro Centre will send the amount to a Post Office in the supplier's country, where the supplier will receive a postal cheque. They can then either cash it, or pay it into a bank account. Giros are charged at a flat rate.

6. Promissory note

A promissory note is strictly speaking, not a method of payment but simply a written promise from a customer to a supplier that the former will pay the amount stated, either on demand or after a certain date. In effect, a promissory note is an IOU (I owe you).

7. Advice of payment

Correspondence advising payment, particularly in the UK, tends to be short and routine.

-We have pleasure in enclosing our postal order / cheque / bank draft for £5000 in payment of your statement Invoice No....dated...

Correspondence confirming payment in trade transactions outside the UK may be more complicated if you want to make specific points.

- Thank you for your prompt delivery. Please find enclosed our draft for £4,341 drawn on Eastland City Bank, Sommerville. Could you please acknowledge receipt?

- We would like to inform you that we have arranged for a credit transfer through our bank, the Hammergsbank, Bergen, for £3,120 in

payment of Invoice No. R1641. Could you confirm the transfer has been made as soon as the correspondent bank advises you?

8. Acknowledgement of payment

It tends to be short

*- Thank you for sending your draft for invoice No. 11871 so promptly. We hope you like the consignment and look forward to your next order.
- Our bank informed us today that you accepted our bill (No. BE 2255) and the documents have been handed to you. We are sure you will be pleased with the consignment.*

9. Delayed payment

Asking for more time to pay

Begin the letter with your creditor's name. Refer to the account and apologize in clear, objective language (i.e. do not use over-elaborate language like Please forgive me for not settling my indebtedness to you). Notice the verbs clear and settle (an account) are used rather than pay.

—I am sorry that I was not able to clear my July account.

—We regret we were unable to send a cheque to settle our account for the last quarter.

Explain why you cannot clear the account, but do not be dramatic.

—The dock strike which has been going on for the past six weeks has made it impossible to ship our products, and as our customers have not been able to pay us, we have not been able to clear our own suppliers' accounts yet.

10. Replying to requests for more time

There are three possible ways in which you might reply to a request from a customer for more time to settle an account: you may agree to their request, refuse it, or suggest a compromise.

If you agree to the request, a short letter is all that is needed.

—Thank you for your letter concerning the outstanding balance on your account. I sympathize with the problem you have had in clearing the balance and am willing to extend the credit for another six weeks. Would you please confirm that the credit will be settled then?

11. Requests for payment

11.1. First request

Never immediately assume your customers have no intention of paying their account if the balance is overdue. There may be a number of reasons for this: they may not have received your statement; they may have sent a cheque which has been lost; or they may have just overlooked the account. Therefore, a first request should take the form of a polite enquiry. Try to make the letter impersonal. You can do this by using the definite article, e.g. the outstanding balance instead of your outstanding balance; using the passive voice, e.g. to be cleared instead of which you must clear; and modifying imperatives, e.g. should instead of must. The first example will give you an idea of this style.

- We think you may have overlooked invoice No. sa lgioforJ351.95 (see copy) which was due last month. Could you please let us have a cheque to clear the amount as soon as possible? If payment has already been sent, please disregard this letter.

11.2. Second request

If a customer intends to pay, they usually answer a first request immediately, offering an apology for having overlooked the account, or an explanation. But if they acknowledge your request but still do not pay, or do not answer at all, then you can make a second request. As with first requests, you should include copies of the relevant invoices and statements, and mention any previous correspondence.

- We wrote to you on 3 March concerning our January statement, which is still outstanding. Enclosed you will find a copy of the statement and our letter.

State that you have not received payment, if this was promised in the reply, or that no reply has been received.

- Since I wrote we have not received either a reply or remittance from you.

Insist that you receive payment or an answer within a certain time.

- We must now insist that you clear this account within the next seven days, or at least offer an explanation for not clearing it.

11.3. Third request (final demand)

Review the situation from the time the account should have been paid.

- We have written you two letters, dated 22 September and 1g October, and have sent copies of the outstanding invoices with them, but have not received either a reply or remittance.

Let the customer know what you are going do, but do not threaten legal action unless) intend to take it, as it will make you look we and indecisive. In the two examples below legal action is not threatened.

- We feel that you have been given sufficient time to clear this balance and now insist on payment within the next ten days.

In the next two examples legal action is threatened.

- We were disappointed that you did not both to reply to either of our letters asking you to clear your account, and you have left us with no alternative but to take legal action.

III. ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. We deliver goods against an irrevocable letter of credit (L/C). | a. Сплата повинна бути здійснена протягом ... днів після одержання рахунку. |
| 2. Our prices are quoted net without discount due on receipt of goods. | b. Ми можемо (не можемо) надати Вам кредит на строк ... місяців або дозволити сплату у розстрочку |
| 3. The payment is to be made within ... days upon the receipt of the invoice. | c. Шкодуємо, що в цей час не можемо надати Вам кредиту на будь-яких умовах у зв'язку з ростом інфляції. Однак, не виключене, що якщо в майбутньому ситуація стабілізується, ми визнаємо можливим повернутися до розгляду Вашого прохання. |
| 4. We can (can not) allow you a credit term of ... months or payment by installments. | d. Ми поставляємо товар по безповоротному акредитиву |
| 5. Please, remit the amount of the invoice to the bank account №.... | e. Наші ціни є нетто, без знижки при одержанні товару. |
| 6. We regret to inform you that | f. Дякуємо за лист від 9 |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>your terms of payment do not correspond to our usual practice.</p> | <p>листопада, у якому Ви звернулися із проханням про надання Вам можливості сплати відкритим рахунком. На жаль, ми не надаємо кредиту клієнтам, які не мають із нами торговельних відносин протягом більш одного року. Шкодуємо, що не можемо бути Вам корисним у цьому випадку.</p> |
| <p>7. We will try to settle your invoice within the next four weeks. Meanwhile the enclosed cheque for £2,500.00 is part payment on account</p> | <p>g. Ми, безумовно, можемо робити сплату в призначений строк, але якщо Вам необхідне підтвердження нашої кредитоспроможності, Ви можете звернутися до кожного з наступних осіб, готових дати нам рекомендацію</p> |
| <p>8. We are sorry that we cannot offer credit facilities of any kind at present owing to rising inflation. However, perhaps if things settle in future, we may be able to reconsider your request.</p> | <p>h. Ми постараємося сплатити рахунок –фактуру протягом 4х тижнів. А поки частково виплачуємо прикладеним чеком суму в £2,500.00 на ваш рахунок</p> |
| <p>9. We can certainly pay on the due dates, but if you would like confirmation concerning our credit-worthiness, then please contact any of the following persons who will act as our referees: ...</p> | <p>i. Ми з жалем повідомляємо, що Ваші умови платежу не відповідають нашій звичайній практиці.</p> |
| <p>10. Thank you for your letter of 9 November in which you asked to be put on open account terms. Unfortunately, we never allow credit facilities to customers until they have traded with us for over a year We really are sorry that we</p> | <p>j. Просимо перевести сплату по рахункові-фактурі на банківський рахунок № ...</p> |

| | |
|---------------------------------|--|
| cannot be helpful in this case. | |
|---------------------------------|--|

Activity 2. Translate the sentences into Ukrainian

1. Payment by irrevocable L/C in US dollars to a United States bank, allowing part-shipment and transshipment, and valid for 90 days from order date
2. Payment with order by banker's draft or check to a UK bank
3. Payment is being made by banker's draft in settlement of your invoice for \$500
4. Please draw \$500 on us at 90 day's sight
5. May we again remind you that this account is still overdue.
6. According to our conditions of sale, your remittance was due on March 12.
7. It is no doubt through an oversight on your part that settlement is three months overdue
8. We must insist on receiving payment by 31th January; failing this we shall be compelled to take legal action
9. Since you have always met your obligations in the past, we are prepared to allow you a postponement of payment.
10. Please send us half of the amount by return, and sign the enclosed acceptance for the remainder

Activity 3. Translate the sentences in writing

1. Платіж за допомогою безвідкличного акредитива
2. Приймати вексель
3. Платіж безповоротним акредитивом, дійсним протягом 90 днів від дати замовлення, через будь-який американський банк
4. Часткове відвантаження й перевалка (з одного судна на інше)
5. Нам здається, що ви забули погасити свій борг, строк якого минув 3 місяця назад.
6. Рахунок усе ще не сплачений
7. Сплата за наказом за допомогою банківської тратти або чеком
8. Випишіть, будь ласка, нам рахунок на 800 доларів зі строком сплати 60 днів.
9. Ваш переказ повинен був надійти 5 травня
10. Платіж буде зроблений банківським векселем у погашення вашого рахунку-фактури

11. Будь ласка, поверніть нам половину суми й підпишіть вкладений акцепт на залишок.

12. Щомісячні виплати

Activity 4. Read, translate the examples of letters concerning terms of payment and try to remember them

Example 1

R. NASH & SON LTD.
11 Mead Road, Swansea, Glamorgan 3ST 1DR
Telephone: Swansea 58441

23th November 2010

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

Dear Mr. Cliff

I have enclosed an order. No. B1662, for seven more "Sleepcomfy" beds which have proved to be a popular line here, and will pay for them as usual on invoice. However, I wondered if in future you would allow me to settle my accounts by monthly statement, which would be a more convenient method of payment for me.

As we have been dealing with one another for some time, I think you have enough confidence in my firm to allow open account facilities, but of course I can supply the necessary references.

Yours sincerely,
(signature)

R. Nash
Encl. Order No. 81662

Example 2

10 January 2009

Herr Dieter Schubert

Director
DVB Industries GmbH
Correnstrasse 250
D-40000 MÜNSTER

Dear Herr Schubert

I am sorry that we were not able to clear your November statement for €5,850 and December invoice, No. 7713, for €1,289. We had intended to pay the statement as usual, but a large cash shipment to one of our customers in Australia was part of the cargo destroyed in the fire on the Tippa when she docked in Bombay in late November.

Our insurance company have promised us compensation within the next few weeks. Once we have received this, the account will be paid in full.

We feel confident that you will appreciate the situation and hope you can bear with us until the matter is settled.

Yours sincerely
D.van Basten (Ms)
Director

Example 3

INGENIEROS INDUSTRIALES SA

Barrio de Ibaeta s/n E-20009 San Sebastian
Tel: (+34) 943 212800 Fax: (+34) 943 618590
Email: r.costello@ingenieros.co.es

D.Giordianoomega
Viaagnello 2153
20121 Milano
Italy

Dear Sig. Giordiano

With reference to my letter of 10 August, I enclose copy invoices which made up your June statement, the balance of which still remains outstanding.

Having dealt with you for some time, we are concerned that we have neither received your remittance nor any explanation as to why the balance of €6,000.00 has not been cleared. Please would you either reply with an explanation or send us a cheque to clear the account within the next seven days?

Yours sincerely

(signature)

R. Costello (Sr)

Credit Controller

Encl.

Example 4 F. O. B. INVOICE USED IN THE OIL EXPORT TRADE

Bought of V/O "Rosexport"

Moscow, 16th Apr., 2015

Messrs.....

Invoice No....

Terms: As per contract dated 12th Feb.,2011

To shipment of Gasoil

per m/t "Azov" (Voyage 118-6) B/L d/d Novorossijsk

14th April 2011 8500. 10.0.0 at \$ 31. 1266 per ton F. O. B. Novorossijsk
\$264. 591.66

E.&O.E.

Price of Gasoil (Specific Gravity at 15° C-0.86475):

10\$ 311.266 = \$ 31.1266

Activity 5. Complete the invoice form.

Date (дата).....

Attn: (кому).....

Invoice No: (номер рахунку).....

Reference: (№контракта).....

To: (за що проводиться оплата).....

Amount: (сума).....

Term Due: (дата закінчення строку сплати)

Pay by: (форма сплати).....

At: (назва банку).....

Account No. (№ банківського рахунку).....

Please remit full amount in US dollars to the above address within ... days of receipt of invoice.

Activity 6. Complete the consular invoice form.

No.....

_____ (place and date)

Invoice of merchandise produced in _____

(place)

shipped by _____ from _____ to _____

(Consignor)

(city, country)

(Consignee)

of _____ to be carried per _____

(vessel or other carrier)

destined for _____

(port of entry)

| Marks and numbers | Quantities | Description of goods | Invoice value per unit | Total | Consular correctios or remarks |
|-------------------|------------|----------------------|------------------------|-------|--------------------------------|
| | | | | | |

We declare that all statements contained herein and in the attached sheet or sheets are true and correct.

(Signature of Consignor or authorised Agent)

Activity 6.

a) Translate the following letter in writing

b) Compose your own letter concerning terms of payment in writing

Шановні добродіі!

З жалем повідомляємо Вам, що ми дотепер не одержали від Вас банківську гарантію.

У зв'язку із цим ми прагли б нагадати Вам про Ваш лист від 20 травня в якому Ви просили нас змінити акредитивну форму розрахунків, у зв'язку із труднощами й додатковими витратами, пов'язаними з відкриттям акредитива.

Розуміючи Ваші труднощі, фірма пішла Вам назустріч і дала

згоду на інкасову форму розрахунків. Ви прийняли запропоновану форму розрахунків і зобов'язалися представити в триденний строк гарантію першокласного банку на 80% вартості контракту.

У зв'язку із затримкою у представленню Вами банківської гарантії ми були змушено призупинити поставку вищевказаних запчастин.

Ми просимо Вас негайно повідомити нас, коли буде надана банківська гарантія, і підтвердити згоду оплатити витрати по зберіганню запчастин у порту.

З повагою.

Activity 7. Learn the International Commercial Terms for marking terms of delivery (INCOTERMS)

| | |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------|
| GROUP C | за перевезення сплачено |
| CFR, C&F, CAF (Cost and Freight) + назва порту прибуття вантажу | КАФ – вартість і фрахт (для морських і річкових перевезень) |
| CIF, c.i.f.(Cost, Insurance & Freight) + назва порту прибуття вантажу | СИФ – вартість, страхування, фрахт (для морських і річкових перевезень) |
| CPT (Carriage Paid To) + місце призначення | Транспортування сплачене до |
| CIP (Carriage and Insurance Paid) + місце призначення | Транспортування й страховка сплачені до |
| GROUP D | Після прибуття |
| DAF (Delivered at Frontier) + назва місця | Доставлене до кордону |
| DES (Delivered Ex Ship) + назва порту | Доставлене до борту судна |
| DEQ (Delivered Ex Quay) + назва порту | Доставлене до пристані |
| DDU (Delivered Duty Unpaid) + місце призначення | Доставлене без сплати мита |
| DDP (Delivered Duty Paid) + місце призначення | Доставлене зі сплатою мита |
| GROUP E | Відправлення вантажу |

| | |
|--------------------------------------------------------------|------------------------------------------------|
| Ex-Works (EXW), Ex-Mill. Ex-Factory | Франко-завод |
| EX Ship | З борту судна, франко-порт призначення |
| EX Quay | Із пристані |
| GROUP F | Несплачене перевезення |
| FCA (Free Carrier) + місце передачі вантажу перевізникові | Франко-перевезення |
| FAS (Free Alongside Ship) + назва порту від'їзду вантажу | Вільно уздовж борту судна (франко-борт судна) |
| FOB (Free on Board), + назва порту від'їзду | ФОБ, франко-борт |
| FOR/FOT (Free on Rail/Truck) + назва порту від'їзду | Франко-вагон, вільно у вагоні або на платформі |
| FOA/FOB Airport | Вільно в аеропорті |

Activity 8. Match the INCOTERMS (column A) with their explanation (column B)

| A. | B. |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Ex-Works (EXW), Ex-Mill, Ex-Factory | a. Means that the seller makes the goods available to the buyer on the quay (wharf) at the destination named in the sales contract. |
| 2. FOB | b. Under this term of shipment the seller's obligations are fulfilled when the goods have been placed alongside the ship on the quay or in lighters. This means that the buyer has to bear all costs and risks of loss of or damage to the goods from that moment. |
| 3. EX Quay | c. This term is basically the same as C & F but with the addition that the seller has to procure marine insurance against the risk of loss of or damage to the goods during the carriage. The seller contracts with the insurer and pays the insurance |

| | |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | premium. |
| 4. FAS | d. The seller must pay the costs and freight necessary to bring the goods to the named destination, but the risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods pass the ship's rail in the port of shipment. |
| 5. FOA/FOB Airport | e. Means that the seller's only responsibility is to make the goods available at his premises (works or factory). In particular he is not responsible for loading the goods in the vehicle provided by the buyer, unless otherwise agreed. The buyer bears the full cost and risk involved in bringing the goods from there to the desired destination. This term thus represents the minimum obligation for the seller. |
| 6. CFR, C&F, CAF | f. The goods are placed on board the ship by the seller at a port of shipment named in the sales contract. The risk of loss of or damage to the goods is transferred from the seller to the buyer when the goods pass the ship's rail. |
| 7. CIF, c.i.f | g. is based on the same main principle as FOB term. The seller fulfils his obligations by delivering the goods to the air carrier at the airport of departure. |

Activity 9. Translate the sentences in writing

1. «С борту судна» означає, що продавець повинен зробити товари доступними покупцеві на борту судна в місці призначення, названому в контракті.

2. «Франко-вагон, вільно у вагоні або на платформі»- ці терміни використовуються тільки тоді, коли товари повинні перевозитися залізницею.

3. Авіаперевезення ФОБ заснована на тому ж найголовнішому принципі, як і ФОБ. Продавець виконує свої зобов'язання, поставляючи товари повітряному перевізникові в аеропорті вильоту.

4. Подібно терміну КАФ, цей термін означає, що продавець платить за транспортування товарів до названого місця призначення. Однак, ризик втрати або ушкодження товарів переходить від продавця до покупця коли товари були доставлені на зберігання першому перевізникові, а не на борт судна.

5. Цей термін — такий як «Фрахт або Транспортування, сплачена до...», але з доповненням, що продавець повинен забезпечити транспортне страхування проти ризику втрати або ушкодження товарів протягом транспортування. Продавець бере контракт зі страховою компанією й платить страхову премію.

Activity 10.

a) Read, translate and learn the following dialogue

b) Compose dialogues of your own

(Mr. Smith, an English visitor to the Fair, approaches Mr. Petrov, the information officer at the cars stand)

Mr. Smith: Do you speak English?

Mr. Petrov: Yes, I do. How can I help you?

Mr. Smith: I represent an English firm of importers dealing in case. I'd like to know which items displayed here are available at short notice.

Mr. Petrov: What are you particularly interested in, sir? As you can see, there's quite a choice of cars here. And delivery time varies according to the model and quality required.

Mr. Smith: I see. Well, I can't single out any model at the moment. I just want to get the general outline of your delivery dates. I must be sure if I order them I can get them to my customer before the market is flooded by more fashionable and attractive models.

Mr. Petrov: I take your point. After receiving your order, we can deliver any model either at once, or within three to four months. For the delivery dates of the particular model, I'll give you a copy of this illustrated catalogue with the price-list. The models marked in red are available for immediate delivery.

Mr. Smith: Thank you. I'll take the catalogue with me and come back when I've looked through it.

Mr. Petrov: Certainly. I'm sure you'll find some items of interest in it. And I'll be very pleased to help you.

Mr. Smith: Thank you. See you later, then.

Mr. Petrov: Good-bye, Mr. Smith.

IV. Grammar Skills Increase

Activity 1. Revise the forms of gerund. Translate the sentences into Ukrainian paying attention to gerund

Gerunds are words that are formed with verbs but act as nouns. They're very easy to spot, since every gerund is a verb with ing tacked to its tail. There are no exceptions to this rule.

Like all things grammar, gerunds do take a tiny bit of detective work to spot. The problem here is that present participles also end with the letters ing. Besides being able to spot gerunds, you should be able to tell the difference between a gerund and a present participle. Present participles do not act as nouns. Instead, they act as modifiers or complete progressive verbs.

| | Active | Passive |
|------------|----------------|---------------------|
| Indefinite | writing. | being written |
| Perfect | having written | having been written |

1. Would you mind signing a contract? 2. I am suggested getting a shipping note. 3. He tried to avoid answering my question. 4. I don't fancy going out this evening. 5. Have you ever considered going to write a claim? 6. Paula has given up smoking. 7. We can't go on cancelling orders. 8. Don't keep interrupting me while I'm speaking. 9. I don't mind being kept waiting. 10. She admitted having stolen the money. 11. He has completed writing his report. 12. We are interested in importing these goods. 13. They are responsible for dispatching the materials. 14. After receiving our order, let us know the exact date of delivery. 15. Loading heavy weights requires great skills. 16. I remember having been shown the contract. 17. On receiving the answer of the firm we handed all the documents to our legal adviser. 18. There is no fear of damaging the goods. 19. We were able to discharge the boat by using a powerful crane. 20. This offer is made subject to receiving your confirmation within 10 days. 21. The negotiations are still far from being ended. 22.

The agent informed us of the buyer's having insured the cargo. 23. Would you please stop writing to us at this address? 24. What are your reasons for refusing to pay this amount? 25. We are grateful to you for sending us the remittance. 26. Please excuse us for causing all this trouble. 27. The customers thanked the bank for giving them a loan. 28. Who is responsible for effecting due payments? 29. We insist on being sent the documents.

V. Communication Skills Increase

Activity 1 Speak on the following:

1. Where and how to hire an employee
2. What is meant by “ professional qualification” for a job?
3. How to write a CV and a letter of interest

UNIT 6

TRANSPORT DOCUMENTS

I. Glossary.

Activity 1. Read and remember the following words and word combinations.

| | |
|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. Addressee / consignee (n) | Адресат/одержувач |
| 2. Air Waybill | Авіаційна накладна |
| 3. Bulk carrier | Сухогруз |
| 4. Bulk commodity | Безтарний (насипний, навалювальний) вантаж |
| 5. Clean B/L | Чистий / без застережень, перевірений, (що товари завантажені на борт у гарному стані) коносамент |
| 6. Consignment (n) | Партія товару, вантаж |
| 7. Consignment note | Доручення на вантаж |
| 8. Consignor (n) | Відправник вантажу |
| 9. Consolidated cargo | Збірний вантаж |
| 10. Customs clearance | Митне оформлення |
| 11. Dirty/claused/fouled/unclean B/L | Брудний /із застереженням (при перевірці були виявлені неполадки) коносамент |
| 12. Dock receipt, wharfinger's receipt | Квитанція, що вручається перевізникові після навантаження товару |
| 13. Forwarding agents = shipping agents | Експедитор |
| 14. Freight collect | Фрахт сплачується після доставки |
| 15. Lighter (n) | Ліхтер |
| 16. Mate's receipt | Штурманська розписка (розписка адміністрації судна в одержанні вантажу) |
| 17. Rail Waybill | Залізнична накладна |
| 18. Reference Number = Shippers' | Номер доручення на навантаження |

| Reference | |
|---------------------------------|------------------------------------------------------------------|
| 19. Road Waybill | Автомобільна накладна |
| 20. Roll-on roll-off facilities | Потужності для трейлерного завантаження й розвантаження судна |
| 21. Shipment (n) | Поставка |
| 22. Shipper (n) | Відправник |
| 23. Shipping note | Доручення на відвантаження, відвантажувальне доручення |
| 24. Tramp (n) | Вантажне судно |
| 25. Transshipment (n) | Відвантаження товарів з одного судна на інше в тому самому порту |

II. Study the information about transport documents

1. Transportation

There are four main methods of transporting goods: road, rail, air and sea. However, consignments can be transferred from one form of transport to another, especially when containers are used. (multimodal or intermodal transportation)

The main transport documents are: the Rail Waybill (for the transportation by the railroad), the Air Waybill (for air transportation), the Road Waybill (for road transport) and the Bill of Lading (B/L) (for sea transportation).

All these documents have much in common

2. Road transport

A road consignment note (CMR) is the main document used in road transport. It is issued by the carrier and is the consignor's receipt. It usually states that the goods are in good condition when the carrier receives them, but if there is something wrong with them, there may be a clause which states what this is. There are three original copies.

A CMR cannot be a document of title, i.e. it does not give ownership of the goods to the person named on the document.

Delivery notes are sent with consignments. They can be signed by the consignee stating either contents have been examined, which means the consignee has seen the goods and is accepting them in good condition,

or contents not examined, as a precaution against receiving damaged goods.

3. Rail transport

Rail transport is covered by a rail consignment note (CIM). Like a CMR, it is a receipt and not a document of title.

4. Air transport

The main document used in air transport is the air waybill, which consists of twelve copies: one is sent to the airline, one to the consignor and one to the consignee, each being accepted as originals. The other copies are sent to customers and handling. Unlike the bill of lading the air waybill is only a receipt and cannot be transferred to another person. It acknowledges that the goods were received in apparent good order.

5. General

Consignment notes and air waybills are obtained from the freight company by the consignor (sender) filling out an instructions for despatch form and paying the freight charges. Charges are calculated by size (volume), weight, or value, and sometimes also risk.

Most freight companies are private carriers, and are responsible for taking proper care of the goods and getting them to their destination on time.

Correspondence in transport is generally between consignors and freight companies, or consignors and forwarding agents, who send goods on behalf of the consignor. Customers are kept informed about consignments by means of advice notes, which can be sent by ordinary mail or email. They give details of packing and when goods will arrive.

In the European Union and European Free Trade Association (EFTA), movement certificates are used, especially for container shipments where the consignment is taken through different customs posts to member countries.

6. Shipping

A freight account is an invoice sent by the shipping company to the exporter stating their charges.

A standard shipping note is a document completed by the exporter. It is sent to the forwarding agent, an inland clearance depot (ICD), or the docks. It is used as a delivery note or receipt and gives information about the goods. When the goods are delivered to the docks, the driver

hands over copies to the shipping company. One copy goes with the goods to the consignee; two are for customs; one remains at the dock office of the carrier; and one is used by the shipping company to prepare the bill of lading.

A bill of lading, (B/L), is the most important document in shipping and describes the consignment, its destination, and who it is for. It can be a document of title, i.e. it gives ownership of the goods to the person named on it. If the words to order are written in the consignee box, it means that it is a negotiable document and can be traded. In this case it will be endorsed (i.e. the exporter will sign it on the back). If it is not endorsed, there are no restrictions on ownership. In a letter of credit transaction the advising / confirming bank will usually ask for the bill of lading to be made out to them when they pay the exporter, and then transfer it to the customer when the customer pays them.

Bills of lading can be made out singly or in signed sets of two, three, or more original (negotiable) copies, with further unsigned copies kept for records. As soon as one of originals is used as a document of title/ other original copies become void.

A shipped bill of lading is signed when the goods have been loaded onto the ship. Sometimes the words shipped on board are used to mean the same thing.

Bills of lading are marked clean to indicate that the consignment was taken on board in good condition, or claused to indicate inspection there was something wrong e.g. the goods were damaged, or there were some missing. The statement claused protects the shipping company from claims that they were responsible for any damage or loss.

In any Bill of Lading the following details should be stated: B/L Number, Reference Number (Shippers Reference), the names of the shipper and the consignee, the name, flag and ship owners of the vessel, the port of loading and discharge, the description of goods, the marks and numbers, the place and date of issue, freight particulars and the terms of delivery.

A letter of indemnity is used if the bill of lading is lost or missing. The importer gives details of the consignment on company headed paper, and confirms that they will be responsible for the debts to the carrier against their assets.

In addition to the bill of lading, a packing list may be required. Like a bill of lading, this gives details of the consignment. Banks use them in

letter of credit transactions and the customs in some countries insist on them.

III.ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bulk carrier | a. transport liquid bulk consignments, usually oil. |
| 2. Tanker | b. is a large flat-bottomed boat which is used to transport goods inland along rivers and canals. |
| 3. Container vessel | c. transport bulk consignments such as grain, wheat, and ores. |
| 4. Passenger cargo vessel | d. follow scheduled routes and concentrate on passenger services, but can also carry cargo. |
| 5. Passenger liner | e. is used for taking goods from a port out to a ship, or vice versa. They can also do the same work as a barge. |
| 6. Roll-on roll-off (Ro-Ro) ferry | f. has special lifting gear and storage space for the containers (large steel boxes) that they transport. |
| 7. Lighter | g. is a vessel constructed with large doors at each end so that cars and trucks can drive on at one port and off at another without having to unload and reload their cargo. |
| 8. Barge | h. concentrate on cargoes, but also carry passengers. They offer more facilities for loading and unloading than passenger liners. |

Activity 2. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|----|----|
|----|----|

| | |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The originals and the non-negotiable copies of the B/L should be sent by ship mail (air mail). | а. Чи пред'являються стандартні вимоги до транспортних накладних? |
| 2. Are we permitted to enter a short remark to the addressee on the bill of lading? | б. Замість чистого коносаменту ми одержали коносамент із застереженням. |
| 3. Are bills of lading subject to certain standards? | с. Оригінали та не підлягаючі передачі копії коносаменту повинні бути вислані судновою поштою (авіапоштою) |
| 4. Please note that on receipt of the goods we have discovered the following differences against the B/Ls. | д. Це чистий бортовий коносамент |
| 5. Instead of the clean B/L we have received the foul B/L | е. Точні розпорядження по транспортуванню зазначені в прикладеній копії авіанакладної |
| 6. Since the validity of the L/C ceases, please antedate the B/Ls. | ф. Будь ласка, відзначте, що після одержання вантажу ми виявили наступні розбіжності з коносаментами. |
| 7. The board receipt was mailed to you by registered mail | г. Адресат наполягає на використанні послуг певного експедитора |
| 8. The bill of lading shows clean board | н. Чи дозволяється нам зробити позначку для адресата на транспортній накладній (коносаменті) |
| 9. The correct shipping instructions are noted on the attached copy of air waybill | і. Бортове свідчення було вислано вам рекомендованим листом |
| 10. The consignee insists on our contracting a particular forwarder | ж. Оскільки в основному ми обслуговуємо міжнародні поставки, більшість наших вантажівок виконують перевезення вантажу з митної заставної. |

| | |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 11. Since we handle mainly foreign shipments, the majority of our trucks operate under customs bond | к. У зв'язку з закінченням строку акредитива, будь ласка, антедатируйте коносаменти. |
| 12. With advance notice, a saddle trailer of 12 m loading length can be made available. | 1. По попередньому повідомленню ми можемо надати Вам трейлер з навантажувальною платформою довжиною 12 метрів. |

Activity 3. Translate the sentences into Ukrainian

1. We are best equipped for handling containers.
2. We can forward the goods stored at shed by truck at any time.
3. Enclosed please find the requested legal regulations covering air freight traffic.
4. Must the transport documents be filled out by the shipper?
5. Normally, the party turning over the goods to the railroad office must make out the bills of lading.
6. The local trucking agent will take over certain customs handling.
7. Unfortunately, we do not handle low-bed trailer transport.
8. Neither the weight nor the measure of goods carried in bulk as well as the conformity of all kinds with their description in this bill of lading is checked by the carrier during loading.
9. Whether the trucking charges are to be paid by the receiver is determined by the consignment note.
10. The franchise for shipment of wine in barrels is a part of our bill of lading terms.

Activity 4. Translate the sentences in writing

1. На жаль, ми не маємо трейлерів з низькою посадкою.
2. Ми оснащені обладнанням для роботи з контейнерами.
3. Згідно з коносаментом, привезені товари не мають ушкоджень і перебувають на причалі
4. Франшиза за партію масла в бочках є частиною умов нашого коносамента.
5. Просимо повідомити, чи підписаний чистий коносамент
6. Дата залізничної накладної вважається датою доставки
7. Додаємо запитані правові документи, що регулюють морські перевезення

8. Комбіновані перевезення забезпечують значну економію людських і фінансових ресурсів транспортним компаніям.
9. З дотриманням усіх умов, положень і застережень
10. Коносамент повинен бути індосируваний відправником

Activity 5. Read, translate the examples of letters and transport documents and try to remember them

Example 1 Request for a quotation for delivery by air

| |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>BRITISH CRYSTAL Ltd. Glazier House, Green Lane, Derby DE1 1RT Telephone: 0332 45790 Fax: 0332 51977</p> <p style="text-align: right;">15 June 2011</p> <p>Cargo Manager Universal Airways Ltd. Palace Road London SW 1</p> <p style="text-align: center;">Dear Sir,</p> <p>We would like to send from Heathrow to Riyadh, Saudi Arabia, twelve crates of assorted glasswear, to be delivered within the next 10 days. Each box weighs 40 kilos, and measures 0.51 cubic metres. Could you please quote charges for shipment and insurance?</p> <p style="text-align: center;">Yours faithfully, (signature) N. Jay Director</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Example 2 Advice of shipment to importer's forwarding agent

| |
|-------------------------------------------------------------------------------------------------------------------------|
| <p>Bentley-Mason Inc. West and Vine Street, Detroit, Michigan Telephone: (216) 813 8532 Fax: (216) 349 0578</p> |
|-------------------------------------------------------------------------------------------------------------------------|

22 April 2015

Mr. E. Jones
Eddis Jones Forwarding Agents
12 Dockside Street L2 1PP
UNITED KINGDOM

Dear Mr. Jones,

The following consignment will arrive on the SS America which is due in Liverpool on 27 April.

20 'Lightning' 1000 cc motorcycles

Packed 1 machine per wooden crate

Weight 1.25 tons gross

Size 6' x 3' x 2'

Markings Cases numbered 1 -20 I-M

Value £4,800 each

Insurance Chicago-Nottingham England (A.R.) Invoice value £96,000

Could you please arrange for the consignment to be delivered to your clients, Glough & Book Ltd., Nottingham? If there are any problems, please contact us immediately.

Yours truly,

(signature)

T.N. Hackenbush

Activity 6. Complete the Form of Bill of Lading used by the Baltic Shipping Company

Bill of Lading No....

Shipped in apparent good order and condition by _____

on board the steamship/motor vessel called the
whereof Master is _____

trading under Russian flag, Owners Baltic State Steamship Line,
Carrier _____ and now lying in _____

the following goods, viz.: _____

SUPPLIER: _____

(Full address)

IMPORT INSTITUTION: _____

TERMS OF DELIVERY: _____

COUNTRY OF ORIGIN _____
 (If F.O.B. also state port) _____

| Licence. No. | Transport Instruction No. | Order°No. | Nariad No. | Calling Forward No. |
|-----------------|---------------------------------|-----------|---------------|------------------------|
| | | | | |

CONSIGNEE: _____
 (Address) _____

DETAILS OF GOODS:

| Marks and numbers | Nos. of packages and of packing | Total cubic measurement | Description of goods |
|----------------------|---------------------------------------|----------------------------|-------------------------|
|----------------------|---------------------------------------|----------------------------|-------------------------|

WEIGHT: Total Gross _____
 (tons cwts. grs. lbs.)

Total Net _____
 (tons cwts. grs. lbs.)

VALUE: _____

| Rate of freight | Received on account of freight | To be paid by Consignee |
|-----------------|-----------------------------------|----------------------------|
| | | |

Being marked and numbered as above but not guaranteed for the adequacy of marks and to be carried and delivered subject to all conditions, terms and clauses inserted into this Bill of Lading in the like apparent good order and condition from the ship's deck (either into lighters or on the quay at Master's option) where the responsibility of the Carrier for the carriage of aforesaid goods shall cease.

The goods to be delivered at the port of..... or as near there as the ship may safely get always afloat, to the Consignee or to his or their assigns, on payment of freight as per margin of this Bill of Lading and all other charges due

under this contract of carriage.

Nothing of this Bill of Lading whether printed, or written, or stamped shall limit or affect the above-mentioned conditions. If the freight and all charges in connection with the contract of carriage payable on or before delivery of goods have not been paid, the Carrier, on delivery of the goods to warehouse (ware-houseman), or into lighters (lighterman) or other custodian entrusted to hold the goods for their Owner, shall be entitled to stipulate that the said custodian shall not part with the possession thereof until payment has been made of full freight and any other charges due under this contract of carriage.

Neither the weight nor the measure of goods carried in bulk as well as the conformity of all kinds of goods with their description in this Bill of Lading are checked by the Carrier during loading.

The shipper, the receiver of goods and the holder of the Bill of Lading as well as any other person interested hereby expressly accept and agree to all printed, written or stamped provisions, terms and reserves of this Bill of Lading including those on the back hereof.

In witness whereof the Master, Carrier or his Agent has affirmed to Bills of Lading, all of this tenor and date, one of which being accomplished the others stand null and void. One Bill of Lading duly endorsed is to be given up in exchange for the goods, or for a delivery order for same.

DATE:

Supplementary vocabulary:

| | |
|----------------|--------------------------------------------------------------|
| qrs (quarters) | квартер (в Англії- 1кВ= 12, 701кг, у США -1 кВ =11, 340 кг) |
| lbs (pounds) | вагові фунти |
| in apparent | із зовнішньої сторони |
| assign | правонаступник |
| to affirm | тут - підписати |
| tenor | зміст |

Activity 7.

a) Translate the following letter in writing

b) Compose letters of your own

18 червня 2010 р.

Шановний пан Н. Джей!
Дякую Вам за запит від 15 червня.

Ми зможемо відправити Вашу партію товару в Риад протягом двох днів після того, як Ви доставите її в аеропорт Хитроу.

Вартість переправляння вантажу з Хитроу в Риад становить 3.60 фунта-стерлінга за 1 кілограм плюс 1.50 фунта-стерлінга за накладну й 14 фунтів-стерлінгів за митне оформлення й обробку. Про страховку Вам доведеться подбати самим.

З Лондона в Саудівську Аравію впливає три рейси в тиждень: у понеділок, середу й суботу.

Будь ласка, заповните прикладений диспетчерський бланк і вишліть його нам з накладною і рахунками-фактурами, один з яких необхідно вкласти в пакет для митної перевірки.

Щиро Ваш,

Р.Лейден

(підпис)

Менеджер по перевезеннях

Додаток.

Activity 8. Fill in the gaps in the enquiry with suitable words given below:

Cargo, documents, services, consignments, forwarding, Excise, destination, shipping, manifest, cleared

The (1)..... carried by a ship is listed in the (2)....., which is a list of the bills of lading covering all the (3).....on that vessel for that voyage.

It is just one of the (4).....that are involved in the shipping of goods; the insurance policy and commercial invoice are among the others. The Customs and (5).....authorities will examine all these.

Clearing and (6).....agents are often used to handle the transportation of goods. They will arrange for the loading and unloading of the goods and arrange all the dock (7).....that are needed.

The (8).....marks, which are stencilled on the cases, provide an easy way of identifying the items in a consignment when they are unloaded. The marks are described in the manifest, which is again inspected when the goods are(9).....through Customs on reaching their (10).....

Activity 9. Compose your own letters on the following topics:

1. A request for freight rates and sailings
2. A forwarding agent's enquiry for freight rates
3. A confirmation of shipment
4. A quotation for delivery by air

Activity 10.

a) Read, translate and learn the following dialogue

b) Compose a dialogue of your own on the topic

Broker: Good morning, Mr. Petrov. Any news today?

Manager: So far nothing important, but I may get, later on in the day, an order for a general cargo from London to Petersburg — about 5,000 tons. I'm told that the position required would be 20 — 30 January.

Broker: There are very few steamers of such a size and position in the market and it will, therefore, be very difficult to cover this order. I might arrange a steamer of about 6,000 tons ready to load about 25th January.

Manager: I don't think it will be possible to arrange such a size, but I'll have a word with the Shippers. Meantime, please do your best to find a suitable steamer. What's the general news?

Broker: There are some f. o. b. orders quoting in the market at a low rate but Owners aren't interested unless tempting rates are offered and my opinion is that owing to the scarcity of tonnage on the market, Shippers will have to pay higher rates.

Manager: Thanks, Mr. Smith. As soon as I get the order, I shall telegraph immediately.

Some hours later

Broker: Good evening, Mr. Petrov. My reason for calling you up is to tell you that I have found a boat suitable for your cargo. It is the s.s.

"Albert", 5,000 tons ready about 5th February. The rate is thirty-five and six. I have the steamer firm only until 3 o'clock so you must make a quick decision.

Manager: The steamer is rather late for our cargo, Mr. Smith, but I'll get the Charterers on the other 'phone and hear what they will say. What's the actual draft (осады) of the steamer fully loaded?

Broker: We reckon she will not more than 27'6" (twenty-seven feet and six inches) in fresh water.

Manager: I've got the Charterers on the other line, Mr. Smith, and they agree to accept your steamer provided the rate of freight is reduced to thirty-three and six.

Broker: That's rather on the low side. Can't you raise this figure to thirty-four and six?

Manager: Sorry, it's the most they can offer.

Broker: O.K. then, the steamer's confirmed at thirty-three and six and we'll write out the Charter-Party. Good-bye.

IV. Grammar skills increase

Activity 1.

a) Revise the forms of Participles

b) Translate the sentences paying attention to the participles

Participle 1

| | Indefinite | Perfect |
|---------|-------------|-------------------|
| Active | asking | having asked |
| Passive | being asked | having been asked |

Participle 2 = Past Simple

1. We enclose the letter received from the beneficiaries requesting details of the above transfer. 2. The letter mentioned above should be sent to the beneficiary. 3. The payment order referred to in your previous letter has been received by the customer. 4. We hope the amount transferred to your bank will be duly received. 5. She is looking at the woman sitting at the window. 6. Knowing English well, he can translate articles without a dictionary. 7. While discharging the ship we found a few broken cases. 8. When signing a contract they stopped talking. 9. When drawing up a contract it is necessary to give a detailed description of the goods. 10. Being tired he gave up an idea of writing a letter. 11. Having fulfilled the terms of the contract we refused to admit the claim of the firm. 12. Receiving the fax, he rang up to the director. 13. A large number of boxes being discharged on that ship is our order. 14. Being packed in strong cases, the goods arrived in good condition. 15. They sent us a list of goods imported by that firm. 16. The ship chartered by the buyers will arrive at Odessa next week. 17. Being damaged the box could not be sold. 18. Having been dried and sorted the goods were placed in a

warehouse. 19. He sent me some illustrated catalogues. 20. The captain informed us of the quantity of wheat loaded.

Activity 2. Form Participle 1 and Participle 2 of the following verbs:

To deliver, to order, to provide, to sell, to complain, to quote, to ship, to send, to arrive, to seek, to hold, to strive.

V. Communication skills increase

Activity 1. Speak on the following:

1. Money is indispensable in a society in which commodity exchange takes place
2. English as a language of commerce

UNIT 7

INSURANCE OF GOODS

I. Glossary.

Activity 1. Read and remember the following words and word combinations

| | |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. All risk policy | Поліс від усіх ризиків |
| 2. Benefit payment | Виплата страхової суми, допомоги |
| 3. Board receipt | Бортова накладна |
| 4. Bond someone | Підписувати боргове зобов'язання |
| 5. Claimant (n) | Той, що пред'являє права |
| 6. Consequential loss insurance | Страхування від непрямого збитку |
| 7. Cover (n) | Обсяг відповідальності |
| 8. Cover against | Гарантія |
| 9. Cover note | Повідомлення про покриття страховки |
| 10. Endowment (n) | Внесок |
| 11. Fidelity bonds | Гарантія, що видається однією особою іншої проти зловживань третьої особи (зобов'язання лояльності) |
| 12. Floating policy = open cover policy | Генеральний поліс |
| 13. Free from particular average (f.p.a.) | Без відповідальності за приватну аварію |
| 14. With particular average (w.p.a.) | с відповідальністю за приватну аварію |
| 15. General average | Загальна аварія |
| 16. In arrears | Мати заборгованість |
| 17. Incur losses | Зазнавати збитків |
| 18. Indemnification | Відшкодування, компенсація |
| 19. Independent assessor | Незалежний оцінювач |
| 20. Pilferage (n) | Дрібна крадіжка, розкрадання з окремих місць вантажу |

| | |
|-------------------------------|-------------------------------------------|
| 21. Premium (n) | Страхова премія, винагорода |
| 22. Proposal form | Бланк заявки, заява |
| 23. Pursuant to | На підставі |
| 24. Special perils policy | Страхування від особливих ризиків |
| 25. Subrogation (n) | Суброгация, заміна одного кредитора іншим |
| 26. Survey (n) | Огляд |
| 27. Time policy | Поліс на строк |
| 28. Underwriter / insurer (n) | Страхова компанія; страховик |
| 29. Valued policy | Таксований поліс |
| 30. Voyage policy | Поліс на рейс |

Activity 2. Read and remember some risks covered by insurance policy:

| | |
|----------------------------|-------------------------------------|
| 1) bending (distortion) | скривлення (деформація) |
| 2) breakage | поломка вантажу |
| 3) damage | ушкодження вантажу |
| 4) damage from other cargo | ушкодження, нанесене іншим вантажем |
| 5) earthquake | землетрус |
| 6) fire | пожежа |
| 7) hook breakage | порив якоря |
| 8) looting | розкрадання вантажу |
| 9) loss | втрата вантажу |
| 10) oxidation | окиснення вантажу |
| 11) pilfer | дрібне розкрадання |
| 12) riot | заколот |
| 13) robbery | грабіж вантажу |
| 14) rusting | ржавіння вантажу |
| 15) sabotage | саботаж |
| 16) seawater damage | ушкодження вантажу морською водою |
| 17) soilage | забруднення вантажу |
| 18) strike | страйк |
| 19) theft | крадіжка вантажу |
| 20) war | воєнні дії |

II. Study the following information about insurance

1. General

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

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

As soon as the goods are in transit they are insured against pilferage, damage by water, breakage or leakage. Other risks may also be covered. The term warehoused or in transit means that the goods are insured whether they are in a warehouse or in process of being moved. The insured is better protected if his goods are insured against all risks. The goods may be also covered against general and particular average.

The word average as used in insurance means damage (it is derived from the French word *avarie*). With average means that the insurers pay claims for partial losses, whereas free of particular average means that partial losses are not covered by the insurance.

With particular average means partial loss or damage accidentally caused to the ship or to a particular lot of goods. Particular average must be borne by the owners of the property suffering the loss, and is distinct from general average, which is distributed over the whole ship, freight and cargo.

General average means any extraordinary loss, damage or expenditure incurred for the purpose of preserving all the interests imperilled—the ship, the cargo and the freight: these are said to form a common adventure. A general average sacrifice is when cargo has to be jettisoned, that means thrown into the sea, to lighten the ship; when cargo is damaged by water used to put out a fire; the cost of towing a ship into port for repair, etc. General average is, in fact, the application of the principle: 'that which is sacrificed for all is borne in proportion by all interested in the adventure'. It is older than insurance.

2. Documents used in insurance

The policy is the principal document and is the instrument embodying the contract, but as the policy may, cover a certain period of time, or

many shipments of goods, another document is used called the certificate. This is issued for each shipment that is made, the particulars of the consignment are entered on declaration form and the insurance agents issue the certificate to the senders on behalf of the insurers.

The policy may be known as a floating policy, that is to say, it covers a large quantity of goods for a fairly long period, usually a year, or it covers goods up to a large sum of money, and such a policy is represented by certificates for each separate consignment.

There is also a procedure of insurance often used now, known as open cover, by which there is a rather general arrangement between the insurer and the insured that the latter will have all consignments insured by the former.

A cover note is a small document issued by the insurance agents to their customers, to tell them that their goods are insured, and to give proof of this until the policy is ready.

The premium is the name given to the sum of money paid by the firm insuring its goods, and it is quoted as a percentage. In Britain the rate is quoted as so many pence for every £100 value: 25p% is 25p premium for £100 of merchandise covered.

3. Overseas transport

3.1. By rail

British Rail will see to the insurance of the consignments, whether carried by their train-ferries or by train and B.R. vessel; the consignors can deal direct with the railway authority as they would with shipping and forwarding agents, who will also see to all insurance formalities.

The senders endorse the consignment notes at the time of forwarding with the words 'Insurance required for £. . .', an amount which should represent, as nearly as possible, the gross value of the goods.

The insurances provide cover against all risks and every risk and all damage or loss, however caused, but excluding delay and inherent vice of the goods, at an inclusive premium.

War risk is always an extra to the ordinary all risks policies.

3.2. By air

Here again the air transport organisations and in particular the State corporations, such as British Airways, will undertake to arrange insurance for consignors. This is indicated on the British Airways contract form. The consignment is insured under an open policy

against all risks of physical loss or damage, but again excepting those of war risks, etc.

Generally speaking, insurance for all these different forms of transport is the business of the same insurance companies and Lloyd's. In fact the airlines effect insurance with marine insurance underwriters, and individual shippers can cover their consignments independently in the same way.

3.3.By sea

Here the most complicated form of insurance comes into operation. This is called marine insurance, which covers ships and their cargoes.

Generally, marine insurance is governed by the International Underwriting Association's (IUA'S) three main clauses, called Institute Cargo Clauses. The most common is Clause A, which offers the broadest form of cover on an all-risk basis. This is the most expensive. Clauses B and C offer more limited cover and consequently are cheaper. If the policy is issued by Lloyds, there are also Lloyd's(international insurance market) own clauses, which offer different types of cover at different rates.

The client must read the clauses carefully to make sure that their particular cargo is covered against all the risks that the shipment might meet. These could include strikes, war, and piracy, as well as collision and sinking.

Valued policies are based on the value of the invoice plus insurance and freight, with an extra percentage, e.g. 10%, on the value of the goods. There are also unvalued policies, where the value of the goods is not agreed in advance but assessed if loss should occur. This means the client will, if their goods are damaged or destroyed, get the market price as compensation. The owner of the bill of lading has the right to claim compensation.

Goods are usually insured for a voyage on an agreed value basis. However, if a client ships regularly with a given company, they might ask for an open cover policy, e.g. for twelve months. The premium would be agreed at the beginning and the client would declare each shipment, without limit on the number of shipments they make. Alternatively, the policy might accept all shipments without declarations. An initial payment would be charged and adjusted according to the number of shipments made over that period. In this case an insurance certificate covers the agreement.

4. Insurance procedures:

1. A proposal form is completed by the client, i.e. the company or individual who wants insurance cover. This states what is to be insured, how much it is worth, how long the policy will run, and under what conditions insurance is to be effected, as the policy may not automatically cover the insured against all risks (AR).
2. The insurance company then works out the premium, i.e. the price of the insurance. The premium is usually quoted in pence per cent, e.g. pence per hundred pounds. This means that for every £100 of insurance the client would have to pay x pence. So if you insured your computer for £1,500 at 100 p%, you would have to pay £15 per annum for the premium.
3. If the insurance company is satisfied with the information given on the proposal form, they issue a cover note to the client. This is not the policy itself, but an agreement that the goods are covered until the policy is ready.
4. When the policy is ready, it is sent to the client. It tells the client that they are indemnified against loss, damage, or injury under the conditions of the policy. As insurance is based on the principle of good faith, and supported by laws against fraud, insurance companies accept that the items being insured belong to the client, are not being insured more than once, are of the value stated, and that the client will follow the conditions of the policy. Indemnification means that the insurance company will compensate the client to restore their original position before the loss or damage.

5. Claims

Companies and individuals make claims for loss, damage, or accident by filling in a claim form, which tells the insurance company what has happened. If the insurers accept the claim, often after an inspection or investigation, they will pay compensation.

The insurance company will not pay compensation under the following conditions: if the claimant was negligent; if the claimant suffered the injury or loss outside the terms of the policy; or if the claimant misled the insurers when obtaining insurance, e.g. overvalued the article, insured the same thing twice, or gave false information on the proposal form.

The insurer may, of course, offer less compensation than the claimant is asking for. If the claimant disagrees with the offer, they can call in an independent assessor, and then, if necessary, take the case to court. But

usually insurance companies are quite reasonable in their assessments, and small claims are sometimes paid without question

III.ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 1. We wish to renew our insurance policy on the same terms. | a. Ваш рівень страхових тарифів і умови страхового поліса відповідає нашим очікуванням. |
| 2. You may arrange cover for leakage and corrosion and insure the goods against all risks. | b. Ми прагнемо відновити наш страховий поліс на тих же умовах. |
| 3. We require, in order to complete an offer, the current insurance rates for land-/sea-/air transportation. | c. Ця партія товару повинна бути застрахована по наших відкритих умовах страховки. |
| 4. To get compensation from insurance company a statement of damage by a certified agent is required | d. Щоб одержати компенсацію від страхової компанії, потрібен протокол про ушкодження, складений страховим агентом |
| 5. Your current insurance rates and the terms of the insurance policy meet with our approval. | e. Ви можете застрахувати товар від витоку, корозії й від усіх ризиків. |
| 6. This consignment is to be covered under our open cover terms. | f. На яких умовах можна укласти страховий договір на перевезення вантажу в... при його зразковій вартості ... за кг? |
| 7. We will make a claim on our insurance company and inform you in due course | g. Ми виставимо претензію нашій страховій компанії й проінформуємо Вас належним чином. |
| 8. What are the conditions for underwriting shipments to ... at an average value of . . . per kg? | h. Для остаточної підготовки пропозиції нам потрібно знати діючі в цей час тарифи страхування наземних / морських / повітряних |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | перевезень. |
| 9. You will find the corresponding rates on page . .. Please keep in mind that in addition to the listed premium .. .% insurance tax will be charged. | і. Тепер, після заключення з нашою фірмою договору про загальне страхування, ваші товари застраховані від усіх ризиків. Просимо щомісяця повідомляти про прибулі й відправлені вантажі. |
| 10. The premium rates quoted to us do not meet our expectations. Therefore, we are unable to sign a general policy with your company | і. Ми визнаємо Вашу вимогу про відшкодування збитків і пересилаємо його страховій компанії. |
| 11. Having concluded a general policy with our company, your shipments are now covered against all risks. Please advise us retroactively each month of your incoming and outgoing shipments. | к. Зазначені Вами страхові тарифи не виправдали наші очікування. Тому ми не можемо підписати поліс на загальне страхування з Вашою компанією. |
| 12. We acknowledge your claim for damages and have forwarded same to the insurance company. | л. Ви можете подивитися відповідні тарифи на сторінці Просимо взяти до уваги, що, крім зазначеної суми, треба сплатити ... %-вий страховий податок. |

Activity 2. Translate the sentences into Ukrainian

1. We will effect insurance against all risks, as requested, charging premium and freight to the consignees.
2. Please (insure for us) (insure us on) the following
3. Please (cover for us) (cover us on) the goods detailed below
4. The cargo is to be insured (warehouse to warehouse) (warehoused or in transit) (against all risks)
5. This consignment is to be covered under our open cover terms
6. The goods are fully covered including handling.
7. Please forward to us your insurance rates
8. Please send us the necessary insurance forms so we can claim damages.

9. According to your request, we have insured your shipment to the border (including customs/to the final destination).
10. We are forwarding you an application form for the conclusion of a general policy

Activity 3. Translate the sentences in writing

1. Товари звичайно страхуються на повну вартість
2. Одержати страхове відшкодування
3. Товари застраховані проти розкрадання
4. Страхування покриває збиток від пожежі
5. Товари застраховані проти всіх ризиків
6. У той час як товари перебувають на складі
7. Товар повністю застрахований, включаючи завантаження
8. Заздалегідь вдячні за негайне надання Ваших страхових тарифів
9. Які ризики покриваються за умови поставки вільно від приватної аварії?
10. Вантаж є застрахованим до прибуття до місця призначення
11. Ми посилаємо Вам бланк для укладання договору загального страхування.
12. Просимо надіслати нам страхувальні бланки, необхідні для подачі заяви про страховий випадок

Activity 4. Read, translate the examples of letters and try to remember them

Example 1 A request for comprehensive insurance

United Warehouses Ltd.
Head Office, Bruce House, Bruce Street, Aberdeen AB9 1 FR
Telephone: 022441615 Fax: 022462219
Telex: 247182

15 October 2014

Claims Department
Westway Insurance Co. Ltd.
Society House
Ellison Place
Newcastle-upon-Tyne NE 1 8ST

Dear Sirs,
We would like to know if you could offer a comprehensive insurance

policy covering us against fire, flood, accident, industrial injury, and theft.

We are a large warehouse selling furnishings to the retail trade, and employing a staff of thirty. The building we occupy belongs to us and is valued, along with the fixtures and fittings, at £250,000 and at any one time there might be stock worth .£70,000 on the premises.

When calculating the premium, would you please take the following into consideration:

There are no open fires on the premises as central heating is used, and we have a fully operational sprinkler system which is serviced regularly. There are also numerous fire extinguishers strategically placed throughout, and fire exits on every floor.

The only danger from flood would be from burst pipes, as we are some distance from the river.

Since we began trading six years ago we have never had to claim for industrial injury, and damage to stock has been minimal. Finally, pilferage, which is common in warehouses, has only cost us .£400 per annum on average.

Our present policy runs out at the end of this month, so we would require cover as from 1 May, and we would point out that we are changing insurance companies because of the increased rates that our former insurers are charging. So a competitive quotation would be appreciated.

Yours faithfully,
B. Daracott
Finance Manager

Example 2 Quotation for marine insurance

WORLDWIDE INSURANCE Ltd

Worldwide House, Vorley Road, London N19 5HD

Telephone: +44 (0)20 7263 6216 Fax : +44 (0)20 7263 6925

Email: d.adair@worldwide.co.uk

FAX

To J. Simpson - Kent, Clarke & Co.

Ref 3982/13098
Fax 020 7928 7111
Subject Delta shipment quotation
Pages 2

Dear Mr Simpson

Thank you for your fax of 15 May regarding the above cover.

I notice the net amount of the invoice is £22,000, and payment is by letter of credit. I would therefore suggest a port-to-port AR valued policy for which we can quote £4.35p%.

We will issue a cover note as soon as you have completed and returned the attached declaration form.

Yours sincerely

David Adair

Manager

Quotations Department

Example 3 Reply to claim under open cover policy

Your Ref:

Ourref:MI-C16910

23 October 2010

Dear Ms Goodman

Policy No. OC 515561

I am sending you the claim form you requested in your email of 19 August 2010 We will consider the claim once we have full details.

May I point out that this is the fourth time you have claimed on a shipmen under your open cover policy? Though I appreciate your products are fragile, and that in each case the goods have been shipped clean, it would b in your interest to think about new methods of packing. I agree that the claims have been comparatively small, but in future you will have to ask your customers to hold consignments for our inspection to assess the cause of damage.

I should also mention that further claims may affect your premium when the policy is renewed.

Yours sincerely
Francis Korvin
Claims Manager

Enc. Claims form.

Example 4 Rejection of claim

WORLDWIDE INSURANCE Ltd
Worldwide House, Vorley Road, London N19 5HD
Telephone: +44 (0)20 7263 6216 Fax : +44 (0)20 7263 6925 Email:
d.adair@worldwide.co.uk

Your Ref:
Ourref:M 2-B2309
28 October 2010

Mr T.Shane
Excelsior Engineering plc
Valley Estate Birkenhead
Merseyside L417ED

Dear Mr Shane

Policy No. AR 66172241

I have now received our assessor's report with reference to your claim CF 37568 in which you asked for compensation for damage to two turbine engines which were shipped ex-liverpool on the Freemont on 11 October, for delivery to your customer, D.V. Industries, Hamburg. The report states that the B/L, No. 553719, was claused by the captain of the vessel, with a comment on cracks in the casing of the machinery. Our assessor believes that these cracks were the first signs of the weakening and splitting of the casing during the voyage, and that this eventually damaged the turbines themselves. I regret that the company cannot accept liability for goods unless they are shipped clean (see Clause 26B of the policy).

I am sorry that we cannot help you further.

Yours sincerely

Francis Korvin
Claims Manager

Activity 5. Complete the form of insurance policy issued by ORANTA.

| | |
|--------------------------------------------------------------------------------------------------------------|-----------------|
| NATIONAL INSURANCE COMPANY ORANTA Inc. Kyiv, 85 Zhylyanska st. | |
| Sum Insured | Cargo Insurance |
| POLICY No. _____ | |
| National insurance company of Ukraine Oranta Inc. pursuant to the Transport Insurance Rules insured _____ | |
| _____ (name of the insured) | |
| for account of whom it may concern in the sum of _____ | |
| _____ (sum insured in words) | |
| (whereof on deck _____) | |
| on _____ | |
| _____ (description of insured goods, number of packages, weight etc.) | |
| valued at _____ | |
| _____ (insured value) | |
| per _____ | |
| _____ (name of vessel or description of means of transport) | |
| B/L / Way Bill dated _____ | |
| at and from _____ to _____ | |
| with transshipment _____ | |
| sailing date _____ | |
| on the following conditions: _____ | |
| _____ | |
| Premium _____ | |
| Issued at _____ the . . . day of _____ 20 . . . | |

National insurance company of Ukraine Oranta Inc

(Signature)

Survey clause.

In the event of a claim under this policy notice shall be given immediately to Oranta or its Agents, if any, at the port of arrival, previous to survey. List of Oranta's Agents see back hereof.

Activity 6.

a) Translate the extract from the transport insurance rules of Oranta

b) Compose a transport insurance of your own

I. GENERAL STIPULATIONS

1. National insurance company of Ukraine Oranta Inc. accepts in accordance with these Rules for insurance cargoes and also anticipated profit and commission, freight and expenses connected with the carriage of cargo.

II. EXTENT OF LIABILITY

2. Under insurance contracts concluded in accordance with these Rules are indemnified losses arising from fortuitous accidents and perils of the carriage.

The insurance contract may be concluded on the basis of one of the following conditions:-

A. "All risks".

Under an insurance contract concluded on this condition are indemnified irrespective of percentage:

a) losses due to damage to or total loss of the whole or part of the cargo arising from all perils except those specified in the items "a" — "i" of the § 6 of the Rules;

b) losses, expenses and contributions allowed in general average;

c) any necessary and properly incurred expenses for the salvage of the cargo and also for minimizing the loss and ascertaining its extent, if the loss is indemnified in accordance with insurance conditions.

B. "With particular average".

Under an insurance contract concluded on this condition are indemnified:

a) losses due to damage to or total loss of the whole or part of the cargo caused by fire, lightning, storm, whirlwind and other elemental disasters, stranding or collision of vessels, aircraft and other means of transport with each other or by contact with any fixed or floating objects, grounding, collapsing of bridges, explosion, damage to the vessel by ice, wetting by sea or river water and also owing to measures taken for salvage and extinction of fire;

b) losses in consequence of the vessel or aircraft being missing;

c) losses due to damage to or total loss of the whole or part of the cargo in consequence of accidents in loading, stowage and discharge of the cargo and in taking in fuel by the vessel;

d) losses, expenses and contributions allowed in general average;

e) any necessary and properly incurred expenses for the salvage of the cargo and also for minimizing the loss and ascertaining its extent, if the loss is indemnified in accordance with insurance conditions.

Remark. In the case of carriage of cargoes by sea, losses due to damage are not indemnified if they are under 3% (three per cent) of the insured amount of the whole cargo under one Bill of Lading, and when the cargo is in lighters, barges and other delivering vessels — of the insured amount of the cargo in each vessel. This limitation is not applied in case of general average or when the loss is due to stranding or collision of the vessel with another vessel or with any fixed or floating objects (including ice), grounding, fire or explosion on shipboard.

C. "Free from particular average".

Under the insurance contract concluded on this condition are indemnified:

a) losses due to total loss of the whole or part of the cargo caused by fire, lightning, storm, whirlwind and other elemental disasters, stranding or collision of vessels, aircraft and other means of transport with each other or by contact with any fixed or floating objects, grounding, collapsing of bridges, explosion, damage to the vessel by ice, wetting by sea or river water and also owing to measures taken for salvage and extinction of fire;

- b) losses in consequence of the vessel or aircraft being missing;
- c) losses due to total loss of the whole or part of the cargo in consequence of accidents in loading, stowage and discharge of the cargo and in taking in fuel by the vessel;
- d) losses due to damage to the cargo caused by stranding or collision of vessels, aircraft and other means of transport with each other or with any fixed or floating objects (including ice), grounding, fire or explosion on shipboard, aircraft or other means of transport;
- e) losses, expenses and contributions allowed in general average;
- f) any necessary and properly incurred expenses for the salvage of the cargo and also for minimizing the loss and ascertaining its extent if the loss is indemnified in accordance with insurance conditions.

3. The liability under the insurance contract begins from the time when the cargo is taken from the warehouse at the place of shipment for transport and continues during the whole transport (including reloadings and transshipments as well storage in warehouses at the places of reloadings and transshipments) until the cargo is delivered into warehouse of the Consignee or into another warehouse at the place of destination named in the policy, but not exceeding 60 days after discharge of the cargo from the oversea vessel at the final port of discharge.

4. During the delivery of the cargo in lighters, barges and other delivering vessels Oranta bears liability only if the use of such vessels is common according to local conditions.

5. Losses due to death or mortality of animals and fowls or accidents to them, due to leakage and strewing of cargo, breakage of glass, porcelain, pottery, ceramics, marble and articles made thereof, bricks of every kind, millstones, grindstones, and lithographic stones, graphite crucibles, electrodes and other objects liable to breakage under insurance on the conditions specified in the items 2 and 3 of the § 2 of the Rules are indemnified only when such losses have arisen in consequence of the wreck of the vessel or any other means of transport.

6. Losses arising in consequence of the following are not to be indemnified:

a) warlike operations or warlike measures of any nature and consequences thereof, damage or destruction by mines, torpedoes, bombs and other engines of war, actions of pirates and also in

consequence of civil war, people's commotions and strikes, confiscation, requisition, arrest or destruction of cargoes by order of military or civil authorities;

b) direct or indirect effect of atomic explosion; radiation and radioactive contamination arising from any use of the atomic energy and utilization of fissile materials;

c) malice or gross negligence of the insured or beneficiary or their representatives and also consequence of infringement by any one of them of the prescribed rules of carriage, sending and storage of cargoes;

d) effect of temperature, of the air in the hold or of specific properties of the cargo including drying up;

e) improper packing or corking of cargoes and the shipping of cargoes in damaged condition;

f) fire or explosion in consequence of the loading with the knowledge of the insured or of the beneficiary or of their representatives, but without Oranta's knowledge, of substances and objects dangerous in respect of explosion or spontaneous combustion;

g) shortage of cargo while the outer packing is intact;

h) damage to cargo by worms, rodents and insects;

i) delay in the delivery of cargoes and falls in prices, neither are indemnified any other indirect losses of the insured except cases when, in accordance with the insurance conditions, such losses are subject to indemnification general average.

Under the insurance contracts concluded on the conditions specified in items B and C of § 2 of the Rules, are not to be indemnified also losses arising from:

j) flood and earthquake;

k) sweating of the hold and wetting of cargoes by atmospheric precipitations;

l) depreciation of the cargo in consequence of contamination or damage to packing while the outer packing remains intact;

m) jettison and washing overboard of the deck cargo or of cargo carried by deckless vessels;

n) theft or non-delivery of cargo.

7. By agreement between the parties the insurance conditions stated in § 2 of the Rules may be modified, amplified or replaced by other conditions generally used in insurance practice.

In particular, Oranta's liability for losses enumerated in item "a" of § 6 of the Rules, liability during the storage the cargo in warehouses at the place of shipment awaiting loading and in the place of destination after discharge may be included; the terms of liability as provided in § 3 of the Rules may also be altered.

When insuring under conditions stated in items 2 and of § 2 of the Rules the liability of Oranta for loss arising from causes enumerated in items "j", "k", "l", "m", "n" of § 6 of the Rules may be included and the liability for losses specified in § 5 of the Rules may be extended.

Activity 7. Translate the letter in writing

Ми одержали Ваш лист від 3 березня, у якому Ви просите змінити умови страхування обладнання, запропоновані нами в проекті контракту на поставку обладнання для машинобудівельного заводу. Ви хочете, щоб контракт передбачав страхування обладнання, що поставляється, від ризиків ушкодження вантажу морською водою.

Ми звертаємо Вашу увагу на той факт, що Оранта не робить страхування від ризиків ушкодження вантажу морською водою, що поставляється в англійські порти. Нам відомо, що страхування від ризиків можна здійснити в Лондонському Страховому Суспільстві.

Що стосується страхування обладнання від інших ризиків, то збитки відшкодовуються залежно від умов, на підставі яких укладений страховий договір.

Ми готові ще раз обговорити умови страхування.

З повагою.

В. Іванов

Менеджер відділу страхування

Activity 8. Compose letters of your own on the following topics:

1. A quotation for marine insurance
2. A claim for fire damage
3. A request for open cover

IV. Grammar skills increase

Activity 1. Put the verbs in brackets into correct tense paying attention to the sequence of tenses.

1. We did not know that you already (remit) us the-amount due. 2. They did it better than we (to expect). 3. They advised us that this amount (to be remitted) soon. 4. The customers informed us that they (to change) the suppliers. 5. It was decided that they (to bring) us all the necessary documents. 6. They said that they (can) not do it without our help. 7. The sellers advised us that they not (to change) prices next month. 8. After preliminary negotiations it was decided that the parties (to make) a contract. 9. I told them that I (to leave) for Minsk next day. 10. We did not know that our bank already (to receive) your money remittance. 11. The clients wanted to know what risks (to be covered) by the insurance company in the future. 12. We agreed that we (to send) next party of goods according to the terms of the contract. 13. They informed us that we (can) keep the goods in the warehouse as long as we (to like). 14. We knew that he not (to be able) to make his work in time and (to decide) |to help him. 15. We understood that the price for shipping by air (to be) very high.

V.Communication skills increase

Activity 1. Speak on the following:

1. What is international trade?
2. Consumer rights
3. Competition in the insurance business?

UNIT 8

COMPLAINTS AND ADJUSTMENTS

I. Glossary.

Activity 1. Read and remember the following words and word combinations

| | |
|----------------------------------------------------------|-------------------------------------------------------------|
| 1. Bring an action | Збудити судовий процес |
| 2. Claim damages | Вимагати відшкодування збитків |
| 3. Claimant/plaintiff (n) lodge a claim with somebody | Позивач пред'являти претензію до будь-кого |
| 4. Comply with a request | Задовольнити прохання |
| 5. Credit note | Кредитове авізо |
| 6. Discretion (n) | Розсуд |
| 7. Do your utmost | Робити все залежне від Вас |
| 8. File (v) | Реєструвати, подавати, передавати, представляти (документ); |
| 9. Justified/ unjustified | Обґрунтована/не обґрунтована |
| 10. Letter of complaint | Письмова скарга, рекламаційний лист |
| 11. Notice of claim | Заява/повідомлення про претензію |
| 12. Party concerned | Зацікавлена сторона |
| 13. Points of claim | Позовна заява |
| 14. Refer the matter to arbitration | Передати справу на розгляд в арбітражний суд |
| 15. Reimbursement for | Компенсація за |
| 16. Short-shipment/short delivery | Недоставка |
| 17. Sole arbitrator | Одноособовий арбітр |
| 18. Support (n) | Підтвердження |
| 19. Take up the matter with somebody | Збудити питання перед будь-ким |
| 20. Umpire(n) | Третейський суддя |

II. Study the following information on making complaints

1. Unjustified complaints

Before you complain, make absolutely sure your facts are right.

If you have to respond to an unjustified complaint, be polite and remember that anyone can make a mistake. Below is an example of unjustified complaint, and the reply to it. Notice how restrained the reply is.

-dear Sir

I strongly object to the extra charge of £9.00 which you have added to my statement. When I sent my cheque for £256.00 last week, I thought it cleared this balance. Now I find...

-dear Mr Axeby

We received your letter today complaining of an extra charge of £9.00 on your May statement. I think if you check the statement you will find that the amount due was £265.00 not £256.00 which accounts for the £9.00 difference. I have enclosed a copy of the statement and...

2. Making general complaints

When sending a complaint, you will need to decide whether it is appropriate to use fax or email, where privacy cannot be guaranteed, or to write a letter. Some complaints, e.g. a mistake in a small payment or in the number of goods despatched, can be faxed or email but a letter should be used for larger or more serious complaints.

3. Opening

Do not delay. Complain as soon as you realize mistake has been made; delay weakens your case and can complicate the matter as details may be forgotten. There is no need to open by apologizing for the need to complain (We regret to inform you ...Jam sorry to have to write to you about...) as this also weakens your case. Simply begin:

- I am writing to complain about...

- I am writing with reference to Order No.P32 which we received yesterday.

4. The language of complaints

Emotional terms like disgusted, infuriated, amazed have no place in business. You can express dissatisfaction by saying:

- This is the third time this mistake has occurred and we are far from satisfied with the service you offer.

- Unless you can fulfill our orders efficiently in the future we will have to consider changing to another supplier.

- Please ensure that this sort of problem does not arise again.

Do not be rude or personal. In most cases correspondence between companies takes place between employees in various departments. Nothing is gained by being rude to the individual you are writing to. You may antagonize someone who has probably had nothing to do with the error and, rather than getting it corrected, he or she could become defensive and difficult to deal with. Therefore, do not use sentences like:

- *You must correct your mistake as soon as possible.*
- *You made an error on the statement.*

Use the passive and impersonal structures

- *The mistake must be corrected as soon as possible.*
 - *There appears to be an error on the statement.*
 - *There seems to be some misunderstanding regarding terms of discount.*
- Discount is deducted from net prices, not C.I.F. prices.*

Do not use words like fault (your fault, our fault) or blame (you are to blame) -these expressions are rude and childish. Do not write:

- *It is not our fault. It is probably the fault of your despatch department.*

Instead, write:

- *The mistake could not have originated here, and must be connected with the despatch of the goods.*

Never blame your own staff, and finally, while writing the complaint remember that your supplier will almost certainly want to help you and correct the mistake. Suppliers are not in business to irritate or confuse their customers but to offer them a service.

5. Explaining the problem

If you think you know how the mistake was made, you may politely point this out to your supplier. Sometimes, when a mistake occurs several times, you may be able to work out why it is happening more quickly than the company you are dealing with.

- *Could you tell your despatch department to take special care when addressing consignments? My name and address are...*
- *I think the reason that wrong sizes have been sent to me is because I am ordering in metric sizes, and you are sending me sizes measured in feet and inches. I would appreciate your looking into this.*

6. Suggesting a solution

If you think you know how the mistake can be corrected, let your supplier know.

- If I send you a debit note for £984.00 and deduct it from my next statement, that should put the matter right. The best solution would be for me to return the wrong articles, charging you P&P.*
- Rather than send a credit note you could send six replacements, which would probably be easier than adjusting our accounts.*

7. REPLYING TO LETTERS OF COMPLAINT

8. Opening

Acknowledge that you have received the complaint, and thank your customer for informing you.

- Thank you for your letter of 6 August informing us that...*
- We would like to thank you for informing us of our accounting error in your letter of 7 June.*
- We are replying to your letter of 10 March in which you told us that...*

9. Asking for time to investigate the complaint

Sometimes you cannot deal with a complaint immediately, as the matter needs to be looked into. Do not leave your customer waiting but tell them what you are doing straight away. In this case, an email or fax message is appropriate as the customer then knows immediately that you have received the complaint and are doing something about it.

- While we cannot give you an explanation at present, we are looking into the problem and will contact you again shortly.*
- Would you please return samples of the items you are dissatisfied with, and I will send them to our factory in Dusseldorf for tests.*

10. Explaining the mistake

If the complaint is justified, explain how the mistake occurred but do not blame your staff. You employed them, so you are responsible for their actions.

- The mistake was due to a fault in one of our machines, which has now been corrected.*
- There appears to have been some confusion in our addressing system, but this has been sorted out.*
- It is unusual for this type of error to arise, but the problem has now been dealt with.*

11. Solving the problem

Having acknowledged your responsibility and explained what went wrong, you should put matters right as soon as possible, and tell your customer that you are doing so.

-We have now checked our accounts and find that we have been sending you the wrong statement due to a confusion in names and addresses. The database has been adjusted and there should be no more difficulties. Please contact us again if a similar situation arises, and thank you again for pointing out the error.

12. Rejecting a complaint

If you think the complaint is unjustified, you can be firm but polite in your answer. But even if you deny responsibility, you should always try to give an explanation of the problem.

- Our factory has now inspected the unit you returned last week, and they inform us that the circuits were overloaded. We can repair the machine, but it will be necessary to charge you as incorrect use of the unit is not covered by our guarantee.

13. Closing

It is useful when closing your letter to mention that the mistake, error, or fault is an exception, and it either rarely or never happens. You should also, of course, apologize for the inconvenience your customer experienced.

- Finally, may we say that this was an exceptional mistake and is unlikely to occur again. Please accept our apologies for the inconvenience.

- Replacements for the faulty articles are on their way to you, and you should receive them tomorrow. We are sure that you will be satisfied with them and there will be no repetition of the faults. Thank you for your patience in this matter, and we look forward to hearing from you again.

III.ESP Skills Increase

Activity 1. Match English sentences (column A) with their Ukrainian translation (column B)

| A. | B. |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. We discovered that case No.... was short of „, as compared to the quantity specified in the delivery documents | а. Ми вважаємо за необхідне наполягати на тому, щоб Ви пояснили цю невідповідність і виправили помилку. |

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. Please send us replacements at your earliest convenience and advise us by return what steps you are taking to do this. | b. У випадку не досягнення згоди сторонами рішення виноситься арбітражним судом |
| 3. Unless this order arrives here by... we shall have to cancel delivery. | c. Ми виявили, що в ящику № ... не вистачало ... у порівнянні з тією кількістю, яка зазначена в транспортних документах. |
| 4. We would urge you to explain this discrepancy and to correct the error. | d. Ми передали Вашу претензію в... і зв'яжемося з Вами відразу після того, як з'ясуємо, у чому справа. |
| 5. We have now taken the matter up with... and will advise you immediately we know the outcome. | e. Будь ласка, вишліть нам заміни з першою же можливістю й негайно повідомите, які кроки Ви до цього почали. |
| 6. We have passed on your complaint to... and will inform you immediately we find out what the matter is. | f. У вашому замовленні від ... Ви не згадали вимог до якості товару. Тому Ваша скарга є необґрунтованою. |
| 7. We have for acknowledgement your letter of... referring to the consignment of... dispatched to you on... (date) under your order No..... | g. Ми не можемо зрозуміти Вашу претензію щодо поганої якості наших товарів, тому що ми вже протягом декількох років без претензій поставляємо Вам товари такої ж якості. |
| 8. In your order of ... you did not mention quality. Your complaint is therefore unfounded. | h. Якщо вантаж по цьому замовленню не прибуде сюди, ми будемо змушені скасувати замовлення. |
| 9. We cannot understand your claims about the poor quality of our goods as we have been supplying you with exactly the same quality for years without complaint. | i. Ми вирішуємо це питання с... і проінформуємо Вас негайно після того, як віно буде вирішено. |
| 10. If the parties fail to agree upon | j. Відповідаємо на Ваш лист |

| | |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------|
| the matter the award is to be issued by arbitration | від... щодо партії вантажу, відправленої Вам... (дата) відповідно до Вашого замовлення №.... |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------|

Activity 2. Translate the sentences into Ukrainian

1. The control straps are missing and the seals are damaged.
2. Evidently some mistake was made and the goods have been wrongly delivered.
3. We cannot accept these containers as they are not the size and shape we ordered.
4. Please accept our apologies for this delay.
5. An explanation of this delay will be appreciated
6. Any delay now will cause us a loss of business.
7. The packing inside the case was insufficient with the result that there was some shifting of the contents and several cups and plates have been broken. The attached list will give you details.
8. We shall be forced to hand the matter over to our solicitors
9. We trust you will not make it necessary for us to take legal action
10. We must insist on more careful attention being given to our instructions.
11. We are extremely sorry about this delay, which you will realise was due to circumstances beyond our control.
12. We feel that your threat of cancellation is unjustified and we shall be obliged to hold you

Activity 3. Translate the sentences in writing

1. Товар не має належного впакування, ушкоджений, подряпаний, заржавлений
2. Ми будемо дуже вдячні, якщо Ви виправите цю помилку.
3. Будь ласка, прийміть наші вибачення за заподіяні незручності.
4. Будь ласка, більше не допускайте виникнення таких проблем.
5. Якщо Ви не будете ефективно виконувати наші замовлення в майбутньому, нам доведеться звернутися до інших постачальників.
6. Для мене найкращим розв'язком питанням було б повернути Вам помилково вислані товари з відшкодуванням витрат на впакування й пересилання

7. Така помилка є для нас нетиповою, але ця проблема вже усунута.
8. Упакування наших товарів зарекомендувало себе в усьому світі
9. Визнати претензію або відхилити її
10. Вимога має законну підставу

Activity 4. Read, translate the examples of letters concerning complaints and try to remember them

Example 1 Complaint about damage

F. Lynch & Co. Ltd.
Nesson House, Newell Street, Birmingham B3 3EL
Telephone No.: 021 236 6571 Fax: 021 2368592 Telex: 341641

Your Ref:
Our Ref: Order No. 14478
15 August 2015

Satexs.p.A.
Via di Pietra Papa
00146Roma
ITALY
Attn. Mr D. Causio

Dear Mr Causio,

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. 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, we 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

Example 2 Complaint about delay in delivery.

Dear Sirs,

When we made our order for machine tools (No. 2372) two months ago we did so on the understanding that delivery would be by the 7th of August.

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.

Yours faithfully,

Example 3 Reply to the above — cause of delay and advice of shipment.

Dear Sirs,

We have your letter dated the 10th of August, and ask you to accept our apologies for the delay in sending your order for machine tools.

The tools are in fact still with forwarding agents. We assure you that your order has been attended to in strict rotation, but we should inform you that ordering has been particularly heavy over the past six months and it has been as much as we could do to meet the demand.

We have instructed forwarders to treat your shipment with absolute priority, and we are given to understand that dispatch will be effected on the m.v. BRECKNOR, due to arrive at Bremerhaven on the 21st of August.

Owing to the increase in business, we are making a number of modifications to our organization which will ensure that such a delay need not occur again.

Yours faithfully,

Example 4 Complaint about constant disorder in deliveries

Dear Mr Bellon

We've been doing business with you for a long time, now, and I feel I can speak frankly with you.

The performance of your shipping department over the past 5 months

has been, in a word, poor. Of 10 shipments we received since October, 5 have been late by at least 10 days; 3 have been incomplete; and 3 have included items we did not order.

These errors have cost us time and effort and have inconvenienced our customers. They have simply got to stop happening.

I'd like to hear what you've got to say about this situation, how you account for it, and how you plan to deal with it. A written response is not necessary, but I do expect a phone call at your earliest convenience. You've got one unhappy customer here.

During this quarter we have placed 6 orders with you. If we are going to continue doing business together, I need to hear your plan for correcting this very serious, very costly problem.

I look forward to speaking with you.

Sincerely yours,

Activity 5.

a) Translate the following examples of letters in writing

b) Compose a complaint of your own

1.

Шановний пане Каузіо!

Звертаюся до Вас із рекламацією із приводу партії светрів, яку ми одержали вчора на підставі зазначеного вище замовлення. Коробки, у які були впаковані светри, виявилися ушкодженими, і виглядали, начебто їх розкривали при пересиланні.

Виходячи з даних Вашого рахунку-фактури можна зробити висновок, що було вкрадено тридцять предметів одягу на суму 150 фунтів-стерлінгів.

Крім того, у результаті проведеного митного огляду коробок значна частина іншого одягу була ушкоджена й забруднена й у такому виді не може продаватися як новий товар у наших магазинах.

Оскільки реалізація товару проводилася на основі с.і.ф. і в якості експедиторів виступали Ваші агенти, пропонуємо Вам зв'язатися з ними по питанню виплати компенсації.

Додаємо список ушкоджених і відсутніх товарів і повідомляємо, що дана партія товарів буде відкладена до одержання від Вас

інструкцій.

Щиро Ваш,
(підпис)
Л. Крейн,
Головний фахівець із постачання.

2.

Дякую Вам за повідомлення про ушкодження Вашої партії товарів (инв. № 18871). У нашому досвіді торговельних операцій це досить рідкий випадок. Проте, висловлюємо співчуття із приводу заподіяних незручностей.

Будь ласка, поверніть нам усю партію товару з оплатою за впакування й пересилання за наш рахунок, і ми звернемося до експедиторської фірми зробити огляд ушкоджень для наступної виплати ними компенсації. Навряд чи із цього приводу варто звертатися до нашої страхової компанії.

Якщо Ви прагнете, щоб ми вислали Вам іншу партію товару на виконання замовлення № 14478, будь ласка, повідомите нас про це. У нас на складі є цей одяг, і нам не важко буде вислати її впродовж 2х тижнів.

Activity 6. Fill in the gaps in the enquiry with suitable words given below:

Supplied, inconvenience, clause, due, commitments, dispute, responsibility, backlog, arrangements, associate

Dear Mr Blackburn

Thank you for your letter of 20 June concerning your order (No. VC 58391), which should have beento you on 3 June.

First, let me apologize for your order not being delivered on thedate and for the problems you have experienced in getting in touch with us. Both are the result of an industrialwhich has involved our administrative staff and employees on the shop floor, and has held up all production over the past few weeks.

The dispute has now been settled and we are back to normal production. There is aof orders to fill, but we are usingcompanies to help us fulfill all outstanding..... Your order has been given priority, so we

should be able to deliver the dynamos before the end of this week.

May I point out, with respect, that your contract with us has a standardstating that delivery dates would be met unless unforeseen circumstances arose, and we think you will agree that an industrial dispute is an exceptional circumstance. However, we understand your problem and will allow you to cancel your contract if it will help you to meet your commitments to your Greek customers. But we will not acceptfor any action they may take against you.

Once again let me say how much I regret thethis delay has caused, and emphasize that it was due to factors we could not have known about when we accepted your delivery dates.

Please let me know if you wish us to complete your order or whether you would prefer to make other.....

I look forward to hearing from you.

Yours sincerely

Rolf Zeitman

Managing Director

Activity 7. Compose your own letters on the following topics:

- a) complaint about non-delivery
- b) reply to a complaint about bad workmanship
- c) complaint about low inadequate packing

Activity 8. Read and translate into Ukrainian the extract from the rules of procedure of the foreign trade arbitration commission at Ukrainian Chamber of Commerce

(Approved by Decision of the Presidium of the Ukrainian Chamber of Commerce)

1. The Foreign Trade Arbitration Commission shall accept for arbitration disputes of every nature arising from foreign trade contracts and, in particular, disputes between foreign firms and Ukrainian trading organizations.

Such disputes shall include disputes arising from claims concerned with the purchase of goods abroad, the sale of goods abroad and agency contracts, as well as disputes concerned with the carriage, insurance, storage and despatch of such goods and other foreign trade operations.

Such disputes are accepted for arbitration upon a written declaration by the party concerned that the parties have agreed in writing to submit the dispute to arbitration by the Foreign Trade Arbitration Commission.

The agreement to submit the dispute for arbitration by the Foreign Trade Arbitration Commission may be contained in the contract from which the dispute arose, or it may take the form of a separate agreement concerning an existing dispute or one which may arise in future (special agreement, exchange of correspondence, clauses in other documents relating to the dispute in question).

2. The Points of Claim shall contain the following particulars:

a) the names of the claimant and the respondent;

b) the claimant's and the respondent's addresses;

c) the claim made stating the facts on which the claim is based and indicating the evidence in support of the claim;

d) the name of the member of the Foreign Trade Arbitration Commission whom the claimant appoints as his Arbitrator, or a statement to the effect that the appointment of the Arbitrator is left to the discretion of the President of the Foreign Trade Arbitration Commission.

3. The Points of Claim shall be accompanied by the originals or certified copies of the documents (the contract, correspondence between the parties, etc.) to which the claimant refers in support of his claims.

4. On filing Points of Claim with the Foreign Trade Arbitration Commission, the claimant shall make payment in advance on account of the fee to cover the expenses of the arbitration proceedings to the amount of 1 per cent, of the sum in dispute.

Such payment shall be credited to the current account of the Ukrainian Chamber of Commerce No. 1210047 in the Bank for Foreign Trade of Ukraine in Kyiv or paid in cash direct to the Ukrainian Chamber of Commerce.

The receipt for such payment shall be filed with the Foreign Trade Arbitration Commission together with the Points of Claim.

5. The Points of Claim and all accompanying documents shall be filed with the Foreign Trade Arbitration Commission with copies for each respondent.

6. On receipt of the Points of Claim, the Foreign Trade Arbitration Commission shall forthwith inform the respondent that Points of Claim have been filed, and forward to him copies of the Points of Claim and of all accompanying documents.

Within fifteen days after receipt of such notice, the respondent shall inform the Foreign Trade Arbitration Commission which of the members of the Commission he chooses as his Arbitrator, or that he leaves the choice of Arbitrator to the discretion of the President of the Foreign Trade Arbitration Commission.

If the parties have agreed upon other time limits, the latter must be observed.

7. Where the respondent fails to choose an Arbitrator within the time specified in paragraph 6 of these Rules, the President of the Foreign Trade Arbitration Commission shall appoint an Arbitrator from among the members of the Commission.

8. The Arbitrators who have been either chosen or appointed shall be informed thereof by the Foreign Trade Arbitration Commission without delay and invited to choose an Umpire from among the members of the Commission within fifteen days following the receipt of such notice.

9. Where the Arbitrators fail to agree on an Umpire within the time specified in paragraph 8, the Umpire shall be appointed by the President of the Foreign Trade Arbitration Commission from among the members of the Commission.

10. By mutual consent of the parties, the settlement of the case may, in exceptional cases, be entrusted to a sole Arbitrator.

A sole Arbitrator is either chosen directly by the parties from among the members of the Foreign Trade Arbitration Commission, or, at the request of the parties, appointed by the President of the Foreign Trade Arbitration Commission from among the members of the Commission.

11. Where an Arbitrator is unable to take part in the hearing of a case, the Foreign Trade Arbitration Commission shall notify the party concerned thereof and request that another Arbitrator be chosen from among the members of the Foreign Trade Arbitration Commission within fifteen days.

If the party fails to choose an Arbitrator within this time, the Arbitrator shall be appointed by the President of the Foreign Trade Arbitration Commission from among the members of the Commission.

12. Where an Umpire is unable to take part in the hearing of a case, the Foreign Trade Arbitration Commission shall notify the Arbitrators thereof and suggest that another Umpire be chosen within fifteen days, the provisions of paragraph 9 of these Rules being applicable.

13. Upon the request of the claimant, the President of the Foreign Trade Arbitration Commission may deal with the security for the claim.

The amount and the form of the security shall be determined by the President of the Foreign Trade Arbitration Commission.

14. The day for the hearing of the case shall be fixed by the President of the Foreign Trade Arbitration Commission by agreement with the Umpire or with the sole Arbitrator.

Activity 9

a) Read, translate and learn the dialogue

b) Compose a dialogue of your own

—John Cartwright.

—Hello, John. This is Victor Klimenko, from Kiev.

—Hello, Victor. Any problems?

—Yes. Did you receive our fax yesterday?

—Yes, we did.

—I'd like to know your reaction to it.

—We've carefully studied your complaints, Victor. You're perfectly correct as to the short-delivery. Items 2.5 and 2.6 lacked in the consignment of equipment we sent you. It was overlooked by our controller. We apologize for the oversight. It won't happen again.

—When will you send us these parts?

—This week. By air. We'll also send you some documents to facilitate customs clearance at your end.

—Fine. But what about the packaging? The cover of one of the containers was badly damaged. The equipment in this container was damaged a little too.

—It wasn't our fault, Victor. The equipment was packed in the required way. You should take this up with the captain of the ship.

—We've already done it, John. He believes that your packing is to blame.

-I must disagree totally with him. Perhaps you should have been firmer in dealing with him.

- Let's come back to this matter in a couple of days, John. I'll try to discuss it with the shipowners. But there is one more problem: the three-week delay in delivery of the equipment. We suffered some losses through this delay. I'd like to remind you that according to the sanctions clause of our contract we have the right to claim compensation.

- I'm afraid you haven't that right, Victor. This delay was caused by a strike in the Brighton port. We consider this strike to be a force majeure circumstance that had a direct effect on the execution of our liabilities. We did our best to meet the deadline.

—I don't agree, John. English ports are often hit by strikes. You were able to foresee this complication. Moreover, to meet the deadline you could have delivered the equipment to other port.

—We couldn't have done it owing to circumstances outside our control.

—If we don't reach mutual understanding, our company will have to go through arbitration procedures.

—There's no need to get aggressive, Victor. There will be a meeting of our top executives at 11 o'clock where your claim will be on the agenda. I'll try to settle it and ring you back after the meeting.

—All right. I'm waiting for your call, John.

—Bye, Victor.

At the meeting in Brighton

—The next point on the agenda is the claim of TST Systems. Could you bring us to date on this problem, John?

—Yes. There was a three-week delay in delivery of the equipment for them. They want us to pay compensation.

I don't think that their claim is well-grounded. The delay was caused by that strike at the port. They won't win if they refer their claim to arbitration. I think we should reject this claim.

—I'm not sure about that. I've just spoken to Mr.Klimenko, the Commercial Director of the company. He's ignored all my remarks. They're ready to start taking legal action to show that they're serious.

—If they do that, we'll have to get our lawyers in.

—I don't think it's a good idea, Mr Rogers. They are going to place a large order with us next year. If we decline their claim, we may lose this order.

—How much do they want us to compensate for the delay?

—Approximately 5000 pounds.

—Perhaps we shall offer them half the sum.

—That's a good idea. I'll try to settle it with Mr Klimenko.

—Yes. But if they disagree, we'll have to reject their claim ... And negotiate a longer delivery time with them next year.

Activity 10. Translate the sentences in writing

1. Ми уважно вивчили Ваші претензії, Віктор. Ви абсолютно праві відносно недопоставки. Позичій 2.5 і 2.6 дійсно не було в партії обладнання, яке ми відправили Вам. Це недогляд нашого контролера. Ми приносимо свої вибачення за цю помилку. У майбутньому цього більше не трапиться.
2. Ми також вишлемо Вам деякі документи для того щоб полегшити розмитнення цього вантажу.
3. Може бути, у розмові з ним Вам слід було виявити більшу наполегливість?
4. Я спробую обговорити це питання із власниками судна. Але в нас залишилася ще одна проблема: затримка поставки обладнання на три тижні. Через цю затримку ми зазнали збитків. Я б праг нагадати Вам, що згідно розділу нашого контракту, що стосується санкцій, ми маємо право вимагати у Вас компенсацію.
5. Ми вважаємо, що цей страйк був форс-мажорною обставиною, яка безпосередньо вплинула на виконання наших зобов'язань. Ми зробили все від нас залежне для, того, щоб укластися в строк

IV. Grammar skills increase

Activity 1. Change direct speech into indirect speech. Translate in writing

1. Він сказав: «Пароплав прибуде наприкінці тижня». 2. Менеджер сказав мені : «Переговори ще не почалися». 3. Він запитав нас: « Страховку вже оформили?». 4. Директор пригрозив: « Умови доставки повинні бути виконані згідно з контрактом». 5. Вона поскаржилася: « Ми чекаємо наш товар з понеділка». 6. Ми відповіли : «Це вони повинні були оплатити доставку вантажу». 7. Капітан запитав : « Чи потрібно мені підписувати капітанську квитанцію?» 8. Він сказав : « Я чекаю прибуття вантажу ось вже

чотири дні». 9. Вона запитала : «Чому всі зараз читають документи?». 10. Директор проінформував нас : « Контракт повинно бути підписано вчасно».

V.Communication skills increase

Activity 1. Speak on the following:

1. Organizational structure of an enterprise
2. Types of letters in business correspondence
3. Telephone etiquette

TEST A (Units 1-4)

I. USE OF ENGLISH (grammar and vocabulary)

Task 1. Two points for each correct answer Total 10 points

Give English explanation to such notions. Translate into Ukrainian:

D/A

F.O.B.

F.O.R.

F.A.S.

L/C

Task 2. One point for each correct answer Total 10 points

Choose the correct word to fill in the gaps.

We are a co-operative ...society based in Kharkiv

| | |
|--------------|---------------|
| A. associate | C. retailer |
| B. wholesale | D. subsidiary |

2) Please inform us at what price, on what ...and how soon you could deliver the goods

| | |
|--------------|--------------|
| A. terms | C. range |
| B. quotation | D. agreement |

Our terms are cash with ...

| | |
|-------------|------------|
| A. delivery | C. payment |
| B. invoice | D. order |

4) We hold this offer open for your ...until the 15th May.

| | |
|---------------|--------------|
| A. acceptance | C. accept |
| B. taking | D. gratitude |

5) I would like to place a ...order

| | |
|-----------------|----------|
| A. satisfactory | C. cash |
| B. discount | D. trial |

6) We will dispatch the goods to you as per our agreed... of delivery

| | |
|-------------|---------------|
| A. shedule | C. time-table |
| B. schedule | D. time |

7) Kindly confirm your order at the price ...

| | |
|-----------|-----------|
| A. quote | C. quoted |
| B. stated | D. state |

8) ...charges will be invoiced

| | |
|------------|------------|
| A. package | C. packing |
| B. marking | D. pack |

9) If the above ...continue to be in force for more than 3 months, each party shall have the right to refuse any further fulfillment of the obligations under this Contract

| | |
|----------------|------------------|
| A. consignee | C. subject |
| B. contingency | D. circumstances |

10) And we will certainly take advantage of the cash...you offered for prompt settlement.

| | |
|-------------|--------------|
| A. delivery | C. discounts |
| B. order | D. per cents |

Task 3. Two points for each correct answer Total 20 points

Translate the sentences into English

- 1) Ми повинні негайно відправити заказ
- 2) Вам слід було краще прочитати контракт
- 3) Оригінал коносаменту повинен бути відправлений покупцеві
- 4) Неохідно, щоб товари були запаковані у картонні коробки.
- 5) Очікують, що обладнання доставлять вчасно.

Task 4. Two points for each correct answer Total 10 points

Complete the sentences with the correct form of the verbs in brackets

- 1).The consignment (to ship) tomorrow morning.
- 2) This letter (to leave) unanswered yesterday.
- 3) The faulty goods (to return) to the Seller before the manager arrived.
- 4) If you (not raise) the prices we (order) more of your goods
- 5) What you (buy) if you had enough money?

Task 5. Two points for each correct answer. Total 10 points

Complete the gaps with suitable word from the box. There is one extra word.

A. require. B. acknowledge. C. amendments. D. applied. E. promptly.
F. accepted

1) We hope to hear from you again soon, and can assure you that your order will be dealt with ...

2) I am pleased to say that we will be able to supply the transport facilities you ...

3) The payment is to be made by irrevocable letter of credit, which we have already ...to the bank for

4) Any ...and/or supplements to this Contract are valid only if made in writing and signed by authorized representative of both parties.

5) The goods are considered to be delivered by the Seller and ...by the Buyer:

II. READING

Task 6. Two points for each correct answer. Total 10 points.

Read the following text. Compose five different types of questions on the content

Dear Mr Merton

Please find attached an order (R1432) from our principals, MacKenzie Bros Ltd,

1-5 Whale Drive, Dawson, Ontario, Canada.

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

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

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

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

Many thanks

Linda Lowe
Enc. Order No. R1432

III. SPEAKING

Task 7. Two points for each correct answer. Total 20 points.

Write English equivalents to the following:

- 1) Будь ласка, повідомте нас, чи можлива пробна закупівля
- 2) Хотілося б знати, чи зможете Ви надати нам спеціальну знижку
- 3) Ми вдячні за повідомлення Вашої адреси фірмі «Нескафе», яка проінформувала нас про те, що Ви – імпортери кави в Україні
- 4) Я радий повідомити вас, що ми зможемо надати вам умови транспортування, які Вас цікавили
- 5) Шкодуємо повідомити Вас, що в цей час ми не компетентні зробити Вам пропозицію на запитувані Вами товари
- 6) Ми пропонуємо Вам товар за умови одержання вашого підтвердження впродовж 5 днів від дати одержання даного листа
- 7) Для забезпечення якнайшвидшої доставки просимо Вас вислати замовлення авіатранспортом
- 8) Просимо упакувати замовлений товар таким чином, щоб запобігти можливим ушкодженням
- 9) Ми можемо зменшити наполовину зазначену в рахунку суму на упакування, якщо ви повернете порожні ящики
- 10) Сторони звільняються від відповідальності за повне або часткове невиконання своїх зобов'язань за справжнім Контрактом, якщо таке невиконання було викликано форс-мажорними обставинами

V. WRITING

Task 8. Total 10 points

Compose an enquiry of your own(10 sentences) using the words from the box:

| |
|----------------------------------------------------------|
| Birmingham, supply, bill of exchange, conditions, terms. |
|----------------------------------------------------------|

TOTAL: 100 points

TEST B (Units 5-8)

I. USE OF ENGLISH (grammar and vocabulary)

Task 1. Two points for each correct answer Total 10 points

Give English explanation to such notions. Translate into Ukrainian:

- 1) DDP
- 2) C.O.D.
- 3) E & OE
- 4) f.o.t
- 5) SWIFT

Task 2. One point for each correct answer Total 20 points

Choose the correct word to fill in the gaps.

- 1) A customer must ...an account within 2 working days

| | |
|----------|-----------|
| A. clean | C. cloose |
| B. clear | D. pay |

- 2) We hope you like the ...and look forward to your next order

| | |
|----------------|----------------|
| A. consignment | C. consignor |
| B. consigent | D. konsignment |

- 3) We can allow you a credit term of 3 months or payment by....

| | |
|-------------|-----------------|
| A. delivery | C. installments |
| B. remit | D.order |

- 4) This account is still ...

| | |
|------------|------------|
| A. over | C. due |
| B. overdue | D.overdone |

- 5) bills of ...are subject to certain standarts

| | |
|-------------|------------|
| A. lading | C. landing |
| B. discount | D. ladding |

- 6) The ... of goods will be made according to your instructructions

| | |
|-------------|----------------|
| A. shipment | C. shipmant |
| B. ship | D. consingment |

7) A ...policy is represented by certificates for each separate consignment

| | |
|-------------|------------|
| A. floating | C. quoted |
| B. benefit | D. floated |

8) You may arrange ...for leakage and corrosion and insure the goods against all risks

| | |
|-----------|-----------|
| A. over | C. survey |
| B. survey | D. cover |

9) Have you already sent us the ... receipt?

| | |
|--------------|----------|
| A. consignee | C. board |
| B. customs | D. cover |

10) Losses arising in consequence of warlike operations are not to be...

| | |
|----------------|----------------|
| A. identified | C. indemnified |
| B. indemnified | D. idemnified |

Task 3. Two points for each correct answer Total 10 points

Translate the sentences

1. We insist on being sent the documents
2. When drawing up a contract it is necessary to give a detailed description of the goods
3. Having been dried and sorted the goods were placed in a warehouse
4. Він не міг не сплатити рахунок
5. Мене не дивує, що партію товару доставили своєчасно

Task 4. Two points for each correct answer Total 10 points

Open brackets using the rules of indirect speech and sequence of tenses

1. We were glad that our representatives (finish) the talks by the end of the week.
2. The sellers hoped that the customers already(discussed) that problem.
3. They said: («We will sign the contract tomorrow»).
4. He asked: («Did your goods meet buyers requirements?»)
5. The buyer asked the seller: («What discount can you give us?»)

Task 5. Two points for each correct answer. Total 10 points
Complete the gaps with suitable word from the box. There is one extra word.

A. draft . B. IMO . C. .short. D. delivery. E. average.
F. shipper.

- 1) ...can be bought at most banks in the UK and are paid for in sterling or dollars
- 2) Thank you for sending your ...for invoice No. 12312 so promptly
- 3) The transport documents must be filled out by the ...
- 4) The goods may be covered against general and particular....
- 5) I am writing to you to complain about the ...-shipment of goods.

II. READING

Task 6. Two points for each correct answer. Total 10 points.
Read the following text. Compose five different types of questions on the content

Kharkiv, 2nd June, 2010

Dear Sirs,

Special Cluster Drilling Machine. Order No. 23876

We regret to inform you that our Clients have experienced serious trouble with the above machine.

After a short period of operation the teeth of two bevel gears and one wheel were crushed and the second wheel was broken.

We enclose 4 photos illustrating these defects. As the machine was brought to a standstill due to this damage, our Clients were compelled to manufacture replacement parts in order to prevent delay in production.

We enclose a statement showing the expenses incurred by our Clients in manufacturing one bevel gear with shaft, another bevel gear and two wheels as well as the cost of dismantling the machine, assembling and fitting the new parts. The expenses of our Clients amount to £ 1000 and we shall be glad to receive your remittance of this amount in due course.

Yours faithfully,

Enclosure.

III. SPEAKING

Task 7. Two points for each correct answer. Total 20 points.

Write English equivalents to the following:

1. Просимо повідомити, чи підписаний чистий коносамент
2. Рахунок усе ще не сплачений
3. Платіж буде зроблений банківським векселем
4. Ми не можемо зрозуміти Вашу претензію щодо поганої якості наших товарів
5. Щоб одержати компенсацію від страхової компанії, потрібен протокол про ушкодження, складений страховим агентом
6. Ваш рівень страхових тарифів і умови страхового поліса відповідає нашим очікуванням
7. Шкодуємо, що в цей час не можемо надати Вам кредиту на будь-яких умовах у зв'язку з ростом інфляції
8. Просимо перевести сплату по рахункові-фактурі на наш банківський рахунок.
9. Бортове свідчення було вислано вам рекомендованим листом
10. Ми вивчили Ваші претензії і виявилось, що Ви абсолютно праві відносно недопоставки.

IV. WRITING

Task 8. Total 10 points

Compose a letter asking for an insurance quotation(10 sentences) using the words from the box:

| |
|-----------------------------------------------|
| October, cover, premium, soilage, underwriter |
|-----------------------------------------------|

TOTAL: 100 points

INDEX

A

| | |
|-------------------------------|----------------------------------------------------------------------|
| Acceptance (n) / | Акцепт, згода (напис на паперах про згоду здійснити платіж по ньому) |
| Account rendered / | Сплачений рахунок |
| Acknowledge (v) / | Підтверджувати |
| Addressee (n) / | Адресат/одержувач |
| Advance payment / | Передсплата |
| Advertise (v) / | Рекламувати, поміщати оголошення |
| Air Waybill / | Авіаційна накладна |
| All risk policy / | Поліс від усіх ризиків |
| Amendment (n) / | Зміна |
| As per / | Згідно з |
| Associate (n) / | Колега, компаньйон |
| Associated company / | Дочірнє підприємство |
| b/f (brought forward) / | В |
| Bale (n) / | Перенесено на більш пізній строк |
| Banker's draft / | Тюк |
| Barrel (n) / | Трата, виставлена одним банком на інший |
| Be indebted to smb for smth / | Дерев'яна бочка, барило |
| Become null and void / | Бути вдячним кому-небудь за що-небудь |
| Benefit payment / | Втрачати силу |
| Bill of lading (B/L) / | Виплата страхової суми, допомоги |
| Bill of exchange / | Коносамент |
| Board receipt / | Тратта, перекладний вексель |
| Bond someone / | Бортова накладна |
| Bring an action / | Підписувати боргове зобов'язання |
| Bulk buyer / | Збудити судовий процес |
| | Оптовий покупець |

| | |
|------------------------------|---------------------------------------------------------------------------------------------------|
| Bulk carrier / | Сухогруз |
| Bulk commodity / | Безтарний (насипний) вантаж |
| Bundle (n) / | В'язка, пачка |
| С | |
| C.&F. (Cost and Freight) / | КАФ, вартість і фрахт, (умови поставки, при яких продавець відповідає за транспортування вантажу) |
| c/f (- carried forward) | Перенесене |
| Carboy (n) | Балон, бутель |
| Cash on delivery (C.O.D.) | Сплата готівкою при доставці |
| Cash with order (C.W.O.) | Сплата готівкою при видачі замовлення |
| Cash on the spot | Негайна оплата готівкою |
| Circumstances (n) | Обставини |
| Claim damages | Вимагати відшкодування збитків |
| Claimant (n) | Позивач |
| Clause (n) | Стаття, пункт |
| Clean B/L | Чистий / без застережень, перевірений, (що товари завантажені на борт у гарному стані) коносамент |
| Clean payment | Платіж по відкритому рахунку |
| Clear/settle an account | Сплатити рахунок |
| Clearing agents | Агенти по клірингу |
| Collection (n) | Інкасо |
| Collection on delivery | Накладений платіж |
| Comply with a request | Задовольнити прохання |
| Concession (n) | Знижка |
| Confirm (v) | Підтверджувати |
| Consent (n), (v) | Згода, давати згоду |
| Consequential loss insurance | Страхування від непрямого збитку |
| Consignee (n) | Вантажоодержувач |
| Consignment (n) | Партія товару, вантаж |

| | |
|------------------------------------|-------------------------------------------------------------------------------|
| Consignment note | Доручення на вантаж |
| Consignor, (n) | Відправник вантажу |
| Consolidated cargo | Збірний вантаж |
| Consulate (n) | Консульство |
| Contingency (n) | Непередбачена обставина |
| Co-operative society | Коперативне суспільство |
| Corroborate (v) | Підтверджувати |
| Cover (n) | Обсяг відповідальності |
| Cover against | Гарантія |
| Cover note | Повідомлення про покриття страхівки |
| Covering letter | Супровідний лист |
| Crate (n) | Ящик (решітчаста тара) |
| Credit note | Кредитове авізо |
| Customs clearance | Митне оформлення |
| | D |
| D/A = documents against acceptance | Документи проти акцепту |
| Deal in smth (v) | Торгувати чим-небудь |
| Deferred (delayed) payment | Відстрочений платіж |
| Deliver (v) | Доставляти |
| Dirty B/L | Брудний /із застереженням (при перевірці були виявлені неполадки) коносамент |
| Discretion (n) | Розсуд |
| Discount (n) | Знижка |
| Dispatch (despatch) (n) | Відправлення |
| Divergency (n) | Розбіжність |
| Do smb's utmost | Робити все залежне від когось |
| Dock receipt, | Квитанція, що вручається перевізникові після навантаження товару |
| Document against payment (D/P) | Сплата по документах (за готівку) |
| Documentary letter of credit | Товарний акредитив |
| Draft (n) | Тратта, перекладний вексель |

| | |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Draw (drew, drown) on smb (v) | Виставляти, виписувати (про тратту) |
| Drum (n) | Циліндричний контейнер |
| Due date | Дата сплати |
| E | |
| E & OE (Errors and Omissions are Excepted) | Помилки й пропуски приймаються |
| Embassy (n) | Посольство |
| Endowment (n) | Внесок |
| Enquiry (n) | Запит |
| Entitle (v) | Надати право |
| Equal juridical validity | Однакова юридична сила |
| Estimate price | Кошторисна ціна |
| Ex works | Франко завод, ціна із заводу-постачальника. (умови поставки, при яких продавець повинен поставити товар для самовивозу покупцем) |
| Execute an order | Виконувати замовлення |
| Expenses incurred | Збитки, понесені |
| F | |
| F.A.S. (Free alongside Ship) | Франко уздовж борту судна |
| F.O.B. (Free on Board) | ФОБ, франко борт судна (умови поставки, при яких продавець відповідає за товар до моменту його поставки на борт судна /літака) |
| F.O.R. (Free on Rail) | Франко-вагон, (умови поставки, при яких продавець відповідає за вантаж до моменту доставки на залізницю) |
| f.o.t (free on truck) | Франко-вантажівка |
| Fidelity bonds | Гарантія, що видається однією особою іншої проти зловживань третьої особи (зобов'язання лояльності) |
| File (v) | Реєструвати, подавати, передавати, представляти |

| | |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Firm (binding) offer | (документ); Тверда пропозиція |
| Floating policy | Генеральний поліс |
| Forwarding agents | Транспортно-експедиційні агенти (які спеціалізуються на пакуванні й документації для перевезення вантажів) Організація, що експедирує |
| Forwarding agents = shipping agents | |
| Free border | Франко-кордон |
| Free from particular average (f.p.a.) | Без відповідальності за приватну аварію |
| Free harbour | Франко-порт |
| Free warehouse | Франко-склад |
| Freight collect | Фрахт сплачується після доставки |
| From factory | Франко-завод |
| Fulfill obligations | Виконувати зобов'язання |
| | G |
| General average | Загальна аварія |
| Get in touch (v) | Зв'язуватися |
| Goods on approval | Товари для ознайомлення |
| Hereinafter referred to as | Що далі називається |
| | I |
| In arrears | Мати заборгованість |
| In respect to | У відношенні до |
| Incur losses | Зазнавати збитків |
| Indemnification | Відшкодування, компенсація |
| Indemnify losses | Відшкодувати збитки |
| Independent assessor | Незалежний оцінювач |
| Infringe a contract | Порушити контракт |
| Initial order | Первісне замовлення |
| Interest (n) | Відсотки |
| Invalidate (v) | Позбавляти сили дії, втрачати силу |
| Invoice (n) | Рахунок-фактура |

| | |
|-----------------------------|----------------------------------------------------------------------------|
| Irrevocable (adj) | Безвідкличний /безповоротний |
| | J |
| Justified/ unjustified | Обґрунтована/не обґрунтована |
| | L |
| Leaflet (n) | Листівка, проспект |
| Length of duration | Термін дії |
| Letter of complaint | Письмова скарга, рекламаційний лист |
| Letter of credit (L/C) | Акредитив |
| Lighter (n) | Ліхтер |
| Lodge a claim with somebody | Пред'являти претензію до будь-кого |
| Long-term credit facilities | Джерела довгострокового кредитування |
| | M |
| Maintenance (n) | Зміст, догляд, експлуатація |
| Manufacturing works | Завод-виробник |
| Mate's receipt | Штурманська розписка (розписка адміністрації судна в одержанні вантажу) |
| Monthly/quarterly statement | Щомісячні/квартальні звіти |
| MT (mail transfer) | Поштовий переказ |
| | N |
| N/C (no charge) | Без нарахувань |
| Net | Без знижки |
| Net cash | Готівкою без знижки |
| Notice of claim | Заява/повідомлення про претензію |
| | O |
| Offer / (n) | Пропозиція, оферта |
| Offer without engagement | Пропозиція без зобов'язань |
| On behalf of | Від імені |
| Open cover policy | Генеральний поліс |
| Outstanding invoice | Несплачений рахунок |
| Overdue account | прострочений рахунок |
| | P |
| Paid letter of credit | Акредитив із внесеним покриттям |
| Party concerned | Зацікавлена сторона |

| | |
|---------------------------------|-------------------------------------------------------------------|
| Pattern (n) | Модель |
| Payment by installments | Платіж внесками |
| Payment in advance | Сплата авансом |
| Payment on receipt of goods | Сплата після одержання товару |
| Payment order | Грошовий переказ |
| Payment with the order | Сплата при оформленні замовлення |
| Pertain to (v) | Ставитися до |
| Pilferage (n) | Дрібна крадіжка, розкрадання з окремих місць вантажу |
| Plenipotentiary representative | Повноважний представник |
| Plaintiff | Позивач |
| Points of claim | Позовна заява |
| Premium (n) | Страхова премія, винагорода |
| Pro-forma invoice | Зразок фактури (попередня фактура) |
| Promissory note | Простий вексель (боргове зобов'язання) |
| Prompt payment | Своєчасна сплата |
| Proposal form | Бланк заявки, заява |
| Pursuant to | На підставі |
| Quotation (n) | Q 1.Котирування, ціна, курс, розцінка 2. Пропозиція, оферта |
| Quote (v) | Призначати (ціну, умови), робити пропозицію, повідомляти |
| Quote a price for smth | Призначити ціну на щонебудь. |
| Quotation | Пропозиція |
| Rail Waybill | R Залізнична накладна |
| Range (n) | Ряд, набір, номенклатура |
| Refer the matter to arbitration | Передати справу на розгляд в арбітражний суд |

| | |
|---------------------------------|------------------------------------------------------------------|
| Reference Number | Номер доручення на навантаження |
| Reimbursement for Remit payment | Компенсація за Перевести плату (на рахунок) |
| Remittance | Грошовий переказ |
| Reply (n) | Відповідь |
| Representative (n) | Представник |
| Require (v) | Вимагати, потребувати |
| Retailer (n) | Роздрібне торгове підприємство |
| Retail trade | Роздрібна торгівля |
| Revolving letter of credit | Револьверний акредитив |
| Road Waybill | Автомобільна накладна |
| Roll-on roll-off facilities | Потужності для трейлерного завантаження й розвантаження судна |
| S | |
| Sack (n) | Мішок |
| Sample (n) | Зразок (торгівельний) |
| Savings account | Депозитний рахунок |
| Schedule (n) | Графік |
| Shipment (n) | 1. Відвантаження, поставка, 2. партія (відвантаженого товару) |
| Shipper (n) | Відправник |
| Shipping documents | Вантажні документи |
| Shipping note | Доручення на відвантаження, відвантажувальне доручення |
| Short-shipment/short delivery | Недопоставка |
| Shippers' Reference | Номер доручення на навантаження |
| Sight draft | Вексель на пред'явника |
| Sole arbitrator | Одноособовий арбітр |
| Span of time | Відрізок часу |
| Special perils policy | Страхування від особливих |

| | |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------|
| | ризиків |
| Spot cash | Негайна сплата готівкою |
| Spot cash | Негайна оплата готівкою |
| Statements of account | Виписка з рахунку |
| Stipulate (v) | Обумовлювати |
| Subrogation (n) | Суброгация, заміна одного кредитора іншим |
| Support (n) | Підтвердження |
| Survey (n) | Огляд |
| | T |
| Take up the matter with somebody | Збудити питання перед будь-ким |
| The Society for Worldwide Interbank Financial Telecommunications (SWIFT) | Міжнародна міжбанківська система передачі інформації й здійснення платежів |
| Time policy | Поліс на строк |
| Tramp (n) | Вантажне судно |
| Transhipment (n) | Відвантаження товарів з одного судна на інше в тому самому порту |
| TT (telegraphic transfer) | Телеграфний переказ |
| | U |
| Umpire(n) | Третейський суддя |
| Underwriter (n) | Страхова компанія; страховик |
| Uniform international prices | Єдині міжнародні ціни |
| Valued policy | Таксований поліс |
| Voyage policy | Поліс на рейс |
| | W |
| With particular average (w.p.a.) | З відповідальністю за приватну аварію |
| Wharfinger's receipt | Квитанція, що вручається перевізникові після навантаження товару |

References

1. Ashley A. Oxford Handbook of Commercial Correspondence – Oxford University Press, 2003
2. Богацкий И.С., Дюканова Н.М. Бизнес –курс английского языка./ Под общей редакцией И.С. Богацкого – 5 е изд., испр.- Киев: ООО «ИП Логос-М» 2007. – 352с.
3. Изралевиц Е. Е. Деловая корреспонденция и документация на английском языке. – М. – ЮНВЕС, 2003г. – 496с.
4. Купцов В.И. Деловая переписка на английском и русском языках 4000 стандартных фраз и выражений, 100 образцов деловой переписки по тематическим разделам. - Паннонарт, Будапешт, 2009. – 389с.