

<<国际商务合同>>

图书基本信息

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## 前言

截至2008年，教育部已批准对外经济贸易大学、广东外语外贸大学和上海对外贸易学院三所高校设立商务英语本科专业。

目前，全国已有近700所院校开设了商务英语专业方向或课程，商务英语教学内容由语言能力、跨文化交际、商科知识、人文素养四个课程群组成，如何建设和完善商务英语教材已成为办好商务英语专业的关键因素之一。

上海外语教育出版社经过精心策划，适时推出了商务英语知识群的教材——“简明商务英语系列教程”。

这套原版商务英语专业知识阅读教材从美国世界贸易图书出版社最新引进，共12本，涉及商科知识的各个领域，包括国际经济学、国际贸易、管理学、营销学、国际商法、商务谈判、商业伦理、商业文化、商业合同、商业支付等。

本系列教材的特点是：知识体系完整，内容简明扼要，语言文字流畅，理论联系实际。

为了帮助读者更好地理解商务英语学习所必备的商务专业知识，本套教材组织了阵容强大的专家委员会，还特邀对外经济贸易大学商务英语的专家教授为本系列教材撰写导读，相信一定会对学习者的裨益。

本系列教材可以作为大专院校商务英语、国际贸易、工商管理等专业学生的相关课程的教材，同时也可作为企业各类管理人员的培训教材或辅导资料，以及广大商务英语学习者的自学教程或阅读丛书。

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### 内容概要

在商务活动中，无论是商品贸易还是服务贸易，书面合同都是证明各方当事人达成协议的形式。

本书作者在写作时力求避免使用法律术语，为读者提供了起草国际商务合同方面的知识，同时使读者了解不同文化传统和法律对签订、解释和执行国际商务合同的影响。

为此，作者列举了大量实例来说明不同地区贸易习惯做法对国际贸易产生的影响，解释了不同法律体系对合同的不同看法，并提供常用法律词汇表，方便读者查阅。

另外，本书还为读者提供了不同种类的合同范本，供读者参考。

作者给出了合同条款内容，同时指出拟定该条款的目的，解释条款内容的含义，以避免合同纠纷。

适用于从事国际贸易、银行业务的人士和法律从业人员，也可作为高等院校商务英语方向和国际贸易、国际经济、国际工商管理 etc 商科学生专业课辅助阅读资料。

#### 作者简介

卡拉·施佩 ( Karla C.shippey ) 是美国加利福尼亚州卡拉施佩 ( Karla Shippey ) 律师事务所的执业律师，主要负责跨国公司商业交易和知识产权保护方面的业务。因此作者是从法律专业的角度阐述国际商务合同的方方面面，同时本书也体现了美国人在交易中重视书面合同的传统。

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## 章节摘录

After seeing an advertisement in a trade journal , you send a brief yet comprehensive inquiry for the sale of goods to a foreign trader. It is a mere five pages in length. Two days later , and you still have not received a reply. You had thought that the trader would have jumped at the opportunity to transact business with you , but since there is no response you move ahead and forget the trader. Six months later , the trader sends a short note asking whether you are still interested in the transaction. You immediately send a notice confirming your acceptance of the deal , the foreign trader backs off , and you are ready to sue for breach of contract. You have now made so many errors in business etiquette that you'll be lucky to succeed at all. If you intend to establish contracts in foreign countries , you must proceed with an understanding of the cultural norms and business practices of those countries. Arrogance will not gain clients. Whether you seek trading partners in Asia , Europe , Africa , Latin America , North America , or the Pacific Rim you must learn that the key to forming long-lasting relationships-and maybe any relationships at all-is in respecting the other party. Courtesy in the initial contact , development of business relationships over a period of time , and enjoyment of the bargaining process are concepts often alien in a fast-paced world. But in many locales , these are the concepts that you must come to understand if you intend to succeed in business there. In some countries , detailed contracts are essential , while in others less so. If you do your homework before you make your initial contact , you will make fewer faux pas.

**THE CONTRACT** Before you send a written inquiry or contract , learn about the trader who is the intended recipient. Research the general business customs for that country and determine whether contracts are the foundation of relationships or relationships the basis of contracts. If you are uncertain about whether to send a full-fledged contract , send a short inquiry note that explains the background of your own firm and requests some information about the other trader. This is a courteous introduction and invites a response. In many countries , written contracts are insignificant relative to personal relationships. Thus , the transmission of a detailed inquiry or contract may be disregarded because you have neglected to establish the relationship first. What counts is your personal commitment to your business associates. You , your son , and your sons son could operate in accordance with custom for generations. By your relationship , you create your contractual obligations.

编辑推荐

可作为大专院校商务英语、国际贸易、工商管理等专业学生的相关课程的教材，也可作为企业各类管理人员的培训教材或辅导资料，以及广大商务英语学习者的自学教程或阅读丛书。

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