

제 2부

제 6장

제 7장

제 8장

Global Business English

Order & Acknowledgement

Agreement or Contracts

Claim

최낙복 저

도서
출판
두남

제6장 제1절 Order의 의의

무역계약 성립

- ① 수출상이 먼저 Offer(selling offer)하여 수입상이 이를 승낙(accept)하는 경우
- ② 수입상이 먼저 Offer(buying offer) 또는 주문(order)를 보내고 수출상이 이를 수락하는 경우

주문(order)

- 매입오퍼(buying offer), 매도인으로부터 받은 견본, 상품목록, 가격표 등의 자료를 참고하여 매도인에게 주문을 보내는 경우
- 주문은 미리 인쇄된 주문서(order form) 사용

제1절 Order의 의의

1. 오더 및 주문승낙서한의 구성

1) 오더

- ① Article, Quality, Specifications, etc.
- ② Quantity
- ③ Price
- ④ Shipping time
- ⑤ Method of Settlement
- ⑥ Packing, Marking
- ⑦ Others

※ Covering Letter: 주문내용 제시 및 강조사항 기재

제1절 Order의 의의

1. 오더 및 주문승낙서한의 구성

2) 주문승낙

- ① Acknowledge orders with thanks
- ② Restate the contents of the orders
 - ※ the shipping instruction
 - ※ the method of settlement
- ③ Assurance of satisfactory execution of the order

Letter

Grass Mats

Thank you for your letter of 20th March together with a catalogue. On looking it through^①, we found some items would be suitable for our business^② and are pleased to place a small order with you^③ as a trial.^④

The particulars^⑤ are given in the enclosed Order Sheets No. 12-A-3456 in duplicate,^⑥ one of which is to be sent back to us after being signed.

As these goods are urgently requested, we ask you to cable your acceptance.^⑦ On receipt of it, we will open a Confirmed Letter of Credit^⑧ through our bank.

Letter

Thank you for your Order No. 8 of July 31 for 500 units of Electric Pencil Sharpener^① No. A-6.

However, we regret to say we cannot fill this order^② because we no longer manufacture No. A-6 which is rather outdated.^③ We are now making instead^④ No. B-5 which is more efficient and compact in size and cheaper in price.^⑤

Enclosed is our illustrated catalog^⑥ for this article and the price list. We have a lot of this product in stock^⑦ and can ship them to you immediately.

Please reply soon if this will meet your requirement.^⑧

7. 대체품 주문 권유

제2절 Model Letter

We thank you very much for your order of August 3 for No. 200 Carpet. We regret, however, that we can not send your order now, for we have sold out^① the above goods. And if we have them made to your order they will not be ready for shipment by the end of this month.

May we recommend you our No. 118 goods as a very good substitute^② for No. 200? They are a little higher in price, but are superior to No. 200 in quality,^③ and will meet with a ready sale in any market.

We await your instructions by cable, and assure you that if you accept this suggestion, we shall execute your order in the most satisfactory manner.

Letter

Thank you very much for your repeat order of the 1st for Christmas' sake. But we regret to inform you that your order No.2 is now in a shortage^① because of a strong demand.

The season is so urgent that we recommend No.3 as a good substitute^② for No.2. As you see on pages 10 and 11 in our recent catalog. No.3 which is improved on No.2 is superior in shape and quality to No. 2. Moreover you can get it at the same price as far as this time.

We are sorry for the inconvenience you have been put to, but trust you will appreciate our efforts in booking them at the old price.

On receiving your reply by fax, we are ready to rush the goods by air to you.

제3절 Useful Expression

1) 머리말

- We are pleased to send you an order for 150 M/T of ship Plate as per the specifications and Price List No. 213 you sent us on May 13.(metric tons, 1,000 kg)
- We are in the market for “Hankuk” Pneumatic Cylinders Model M-5, and are pleased to place the following order with you.(wish to buy)
- Please deliver the following goods as per your quotations and samples sent us on April 27.

제3절 Useful Expression

2) 상품품질

- Weights and colours must be as per the samples kept in our office.
- Please supply us with pure wool only. Mixtures are unsuitable.
- Please supply in assorted colours, preferably 50 dozen each of dark brown, navy blue, light green and orange.

제3절 Useful Expression

3) 가격

- There is no market here for the higher-priced cameras. Please send only such models as are in the medium price range.
- This order is not too small, and we should be grateful if you would make a quantity discount.
- The minimum quantity required us three tons, and we would take up to a maximum of five tons if the quality is high enough.

제3절 Useful Expression

4) 선적지시

- We would ask you to do everything possible to ensure punctual shipment.
- We request you to make shipment so that the goods may arrive here not later than August 31.
- We must have the goods by the end of November as our stock is running short.

제3절 Useful Expression

5) 포장

- The goods must be packed in cases of 30 dozen tin-lined boxes.
- Packing in sturdy wooden cases is essential. Cases must be nailed, battened and secured by overall metal strapping.
- Overall measurements of each case must not exceed 4'×2'×2'. (4ft×2ft×2ft)

제3절 Useful Expression

6) 보험

- Insurance : W.A. covering the risks of theft and/or pilferage with “warehouse to warehouse” clause for 110% of the invoice amount.(With average : 단독해손담보)
- War Risks to be covered by you for our account.
- Please insure for 10% over the invoice amount on All Risks policy.(전위험담보)

제7장 제1절 국제매매계약서의 구성

- ① 표제(Title of Agreement)
- ② 전문(Non-operative Part)
 - 일자(date), 장소, 법인설립준거법, 주소
 - 당사자(parties)
 - 설명조항(recitals, whereas clause):
 - 약인 및 대가(consideration)

제1절 국제매매계약서의 구성

③ 본문(Operative Part)

- 정의조항(definition)
- 주된 계약 내용에 관한 조항,
- 기타 계약상 일반조항
- 계약기간(period of agreement, duration, term)
- 계약의 종료(termination)
- 불가항력(force majeure)
- 양도(assignment)
- 중재(arbitration)

제1절 국제매매계약서의 구성

③ 본문(Operative Part)

- 준거법 (applicable law, governing law)
- 계약의 수정변경 (amendments),
- 통지 (notice)
- 다른 계약과의 관계 (integration), 즉 완전합의 (entire agreement)
- 조문표제 (headings)
- 기타조항 (Miscellaneous)

제1절 국제매매계약서의 구성

④ 최종부

- 말미문언(testimonial clauses)
- 서명(signature)
- 날인(seal)

제2절 Agreement on General Terms and Conditions of Business

This Agreement entered into between Hankuk Trading Co., Inc., Seoul, Korea, hereinafter called Sellers, and Smith & Co., Ltd., London, England, hereinafter called Buyer, witness as follows:

1. Business^②: Both parties shall act as Principals^③, and not as Agents.
2. Goods: Goods in business, their unit to be quoted, and their mode of packing^④ shall be as stated in the Attached List^⑤.

제2절 Agreement on General Terms and Conditions of Business

3. Prices^⑥: Unless otherwise specified^⑦ in telex messages or letters, all prices submitted by either party shall be quoted in Sterling pound on a CIF London basis.
4. Firm Offers^⑧: All offers closed to be considered “firm” subject to reply being received within four(4) days from and including the day dispatched. Sundays and official Bank Holidays are excepted.
5. Orders: Any business closed by telex^⑨ shall be confirmed in writing^⑩ without delay, and orders thus concluded shall not be cancelled unless by mutual consent.

제2절 Agreement on General Terms and Conditions of Business

6. Payment: Draft shall be drawn^⑪ under Irrevocable Letters of Credit^⑫ at ninety(90) days after sight^⑬, documents attached^⑭, for the full invoice value^⑮.
7. Shipment: Shipment is to be made within the time stated in each contract, except in circumstances beyond Seller's control^⑯. The date of Bill of Lading shall be taken as conclusive proof of the date of shipment^⑰.
8. Marine Insurance: All shipment shall be covered by ICC(A)^⑱ including War & SRCC Risks for an amount of 10% in excess of invoice value^⑲, if no other conditions are particularly agreed upon. All policies shall be made out in Sterling pound and claims payable in London^⑳.

제2절 Agreement on General Terms and Conditions of Business

9. Quality²¹: Seller shall guarantee all shipment to conform to sample, types or descriptions, with regard to quality condition.
10. Force Majeure²²: Seller shall not be responsible for any delay in shipment due directly or indirectly to force majeure, such as fires, floods, earthquakes, tempests, strikes, lockouts, mobilization, war, prohibition of export, and any other contingencies which may prevent shipment within the period stipulated. In the event of any of the aforesaid causes arising, documents proving its occurrence or existence shall be submitted to Buyers without delay.

제2절 Agreement on General Terms and Conditions of Business

11. Delayed Shipment : In all cases of force majeure provided in the Article No. 10, the period of shipment stipulated shall be extended for a period of twenty one(21) days. In case shipment within the period thus extended should still be prevented by a continuance of the causes mentioned in the article or the consequences of any of them, Buyers shall have the option of either to allow the shipment of late goods or to cancel the order by giving Sellers a notice of cancellation by telex.

제2절 Agreement on General Terms and Conditions of Business

12. Claim : Claims, if any, Hankuk Trading Co., Inc., have hereto set their hands in duplicate on the Fifth day of April, 20××, at Seoul, and Smith & Co., Ltd. have hereto set their hands on the Fifteenth of April, 20××, at London, and any of the clauses in this Agreement shall not be changed or modified unless by mutual consent.

(Seller) HANKUK TRADING CO.,
INC.

CEO

(Buyers) SMITH & CO., LTD.
PRESIDENT

제3절 Application for overseas

agency

1. 대리점 제의

I was interested to see your advertisement in The Daily Telegraph, and wish to offer my services as representative of your company in Morocco.

I am 35 years of age, a chartered electrical engineer, and have a good working knowledge of Spanish and German. For the past 5 years I have acted in Egypt as agent for Moxon & Parkinson, electrical engineers in Warrington, Lancashire. This company has recently been taken over by Digital Equipment Ltd and is now being represented in Egypt by its own representative.

I. 대리점 제의

I have been concerned with^① work in the electronic field^② since I graduated in physics at Manchester University at the age of 22. During my agency with Moxon I also had first-hand experience of marketing electronic and micro-processing equipment.^③ I felt I am well able, therefore, to promote the sale^④ of your products in the expanding economies of the African countries.

I. 대리점 제의

For references I suggest you contact Moxon & Parkinson, as well as the two companies named below, with both of which I have had close business connections for several years.

Fylde Electronic Laboratories Ltd, 47 Blackpool Road, Preston, Lancs
Sexton Electronic Laboratories Ltd, 25 Deansgate, Manchester.

I look forward to being able to give you more information at a personal interview.

sole

adencu

We recently attended the International Photographic Exhibition in Cairo and were impressed by the high quality, attractive design and reasonable prices of your cameras. Having since seen your full catalogue, we are convinced that there is a promising market for your products here in Jordan.

If you are not already represented here, we should be interested in acting as your sole agents.

As leading importers^① and distributors of more than 20 years' standing in the photographic trade, we have a good knowledge of^② the Jordanian market. Through our sales organization, we have good contacts with the leading retailers.

1. 카메라 독점거래

We handle several other agencies in non-competing lines and, if our proposal interests you, can supply first-class references from manufacturers in Britain.

We firmly believe that an agency for marketing your products in Jordan would be of considerable benefit to both of us, and we look forward to learning that you interested in our proposal.

Mr. Semir Haddad, our Purchasing Director, will be in England during May and will be pleased to call on you if we hear from you positively.

2. 회사 제4차 Application for sole

agency

Thank you for your letter of 18 March and for your comments on our camera.

We are still a young company, but expanding rapidly. At present our overseas representation is confined to countries in Western Europe, where our cameras are selling well. However, we are interested in the chance of developing our business further afield.

When your Mr. Semir Haddad is in England, we should certainly like to meet him with a view to discussing your proposal further. If Mr. Haddad will get in touch^① with me to arrange a meeting, I can also arrange for him to look around our factory and see for himself the quality of the materials and workmanship^② put into our cameras.

제8장 제1절 클레임의 개요

- 무역클레임: 선적 전후 오해, 사고, 과실, 악의 등의 사유로 발생하는 불만이나 분쟁.
- Claim: 불평, 청구, 분쟁으로부터 발생하는 개별 또는 세가지를 합친 개념
- 무역의 과정상 각종의 상사분쟁의 결과 손해를 당한 일방이 그 상대방에 대해 Complaint의 배상을 요구하면 곧 Claim

제2절 클레임의 해결방법

- ① 화해(Amicable Settlement)
- ② 주선(Intercession)
- ③ 조정(Mediation or Conciliation)
- ④ 중재(Arbitration)
- ⑤ 소송(Litigation or Suit)

※ 클레임 해결에 있어서 대한상사중재원(the Korea Commercial Arbitration Board) 이용의 중요성

I. 클레임 제기

제3절 Model Letter

With reference to your invoice No. QE53864 covering 2,600 cartons of Sampyo canned mackerel packed in oil shipped by the M.S. Liverpool to Los Angeles.

We have received complaints from consumers that broken glass has been found in several cans from this shipment. The code numbers of the cans involved are NBO OHMA 5034, NBO OHMA 5035, and NBO OHMA 5037.

We should appreciate it if you would take this matter up with^① the canner concerned and send us their explanation as soon as possible. It is essential that this matter should be followed up^② with the utmost vigor^③ and that we receive a reply showing that all necessary precautions^④ are being taken to prevent a recurrence^⑤.

Canned Mackerel

Thank you for your letter of 4th February 20xx regarding complaints^① about broken glass^② in canned mackerel^③ shipped to you under our invoice No. QE53864.

The canner^④ is now investigating^⑤ the matter, and we will inform you of the results as soon as they are available.

In order to clarify the matter^⑥ and to help the canner to prevent the recurrence of the problem,^⑦ we should appreciate it if you would send us samples of the glass that has been found in the canned mackerel, if possible.

We assure you that the canner regards this matter as seriously as you do^⑧ and is taking every step^⑨ to see that it does not happen^⑩ again.

We have received your shipment^① covering our order No. 615 for 100 units of mini-computer, but have found that several of the cases of 100 computers are in a badly damaged condition.^② Among the goods, eight units are broken and the mechanisms^③ are exposed beyond repair.^④ It seems that some accident^⑤ was made on account of the wrong packing.^⑥

As you see in our survey report^⑦ stating^⑧ eight units of computers^⑨ are badly damaged^⑩ on account of the inferior packing, they are quite unsaleable.^⑪ Therefore we would ask you to ship the good replacement^⑫ for the broken goods^⑬ as soon as possible.

It is the first time^⑭ in all these years of business^⑮ that we have to lodge our claim^⑯ with you. We trust that you will pay your immediate attention^⑰ to this matter.

We have received your letter dated August 15, and straightway^① apologize^② for sending you goods of inferior quality. We have always prided ourselves that^③ our quality control is second to none; however, we certainly seem to have shipped up badly with your goods.

To put the matter right we have shipped replacements^④ for all the items you have found unsatisfactory, and would ask you to return the defective goods to us at our expense for us to examine.

제4절 Useful Expression

1) 규격·내용 상위

- The finish is not good and the gilt comes off partly.
- You have delivered the goods below the standard we expected from the samples.
- Comparing the goods received with the sample, we have found that the color is not the same.

제4절 Useful Expression

2) 수량· 품목부족

- Having checked the goods received, we have found that some items on your invoice have not been contained.
- To our regret, the case contains only 10 forks instead of 12 entered on the invoice.
- You have not sent us all the goods we ordered: the following are missing.

제4절 Useful Expression

3) 선적지연

- You will remember that the goods would be shipped by November 15.
- If the goods have not yet been shipped, we must ask you to send them by air.
- This terrible delay has caused us a great loss of business.