

МІНІСТЕРСТВО ОСВІТИ І НАУКИ УКРАЇНИ  
КИЇВСЬКИЙ НАЦІОНАЛЬНИЙ ЛІНГВІСТИЧНИЙ УНІВЕРСИТЕТ

О.М. УСТИМЕНКО

**ПІДГОТОВКА  
ЗОВНІШНЬОТОРГОВЕЛЬНОЇ ДОКУМЕНТАЦІЇ  
АНГЛІЙСЬКОЮ МОВОЮ**

КИЇВ – 2003

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**Навчально-методичний посібник  
для студентів вищих закладів освіти**

КИЇВ – 2003  
Видавничий центр КНЛУ

**Устименко О.М.**

Підготовка зовнішньоторговельної документації англійською мовою: Навчально-методичний посібник для студентів вищих закладів освіти / К.: Вид. центр КНЛУ, 2003. – 191 с.

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У посібнику пропонується система вправ для навчання створення зовнішньоторговельної документації англійською мовою, яка складається з трьох підсистем з групами вправ для навчання розуміння і заповнення митної декларації, для навчання розуміння і створення агентської угоди та для навчання розуміння і створення оферти. Кожна підсистема вправ супроводжується інформаційним, лексичним, граматичним та пунктуаційним коментарями.

В додатках наводяться фахові скорочення та аббревіатури з їх розшифровками і перекладом на українську мову, а також нормативна таблиця і правила відтворення українських власних назв засобами англійської мови.

Наявність окремого розділу з ключами до мовних і умовно-мовленнєвих вправ надає змогу використовувати посібник для самонавчання.

Призначається насамперед студентам старшого ступеня вищих закладів освіти III-IV рівнів акредитації, які навчаються за спеціальностями “міжнародна економіка”, “менеджмент зовнішньоекономічної діяльності”, “менеджмент організацій”, “міжнародний маркетинг”, “міжнародне комерційне право”, а також фахівцям, студентам інших вищих закладів освіти, де навчальними програмами передбачається курс з англійського ділового писемного мовлення.

Друкується за рішенням вченої ради Київського національного лінгвістичного університету (Протокол № 5 від 24 грудня 2001 року).

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## ПЕРЕДМОВА

З розвитком економічних стосунків України з навколишнім світом підготовка кваліфікованих фахівців у сфері бізнесу, зокрема в галузі зовнішньої торгівлі, на сучасному етапі постає досить гостро. Велику роль при цьому відіграє оволодіння діловим іншомовним писемним спілкуванням, а саме вмінням вести фахову документацію, оскільки через ділові документи встановлюються і розвиваються професійні контакти. Зовнішньоторговельну діяльність супроводжує найбільша кількість документів, навичками та вміннями створення яких повинні володіти працівники цієї галузі.

Засобом письмової фіксації та регламентації зовнішньоторговельної діяльності є зовнішньоторговельний документ (ЗТД), до головних функцій якого відносять 1) досягнення офіційної домовленості, 2) апелювання до дій та 3) констатацію правових відносин партнерів з комунікації в галузі зовнішньої торгівлі. Ми розглядаємо ЗТД як документ, що супроводжує зовнішньоторговельну діяльність, відображає відносини між суб'єктами зовнішньої торгівлі в юридичному контексті, є матеріальним носієм інформації для її передачі в часі та просторі, якому притаманні специфічні позамовні і мовні особливості.

Результатом аналізу фахової літератури, проведення наукового дослідження за “методом експертних суддів” та анкетування 223 респондентів (фахівців) у м.Києві стала запропонована нами методична класифікація ЗТД, на основі якої розроблена загальна методика навчання створення фахової документації. Методична класифікація ЗТД представлена у вигляді таблиці на стор. 4. Пояснимо, що повністю стандартизовані документи відповідають формату бланків, які заповнюються фахівцями машинописним способом. Частково стандартизовані документи – це документи так званого контрактного типу. Практично нестандартизовані документи мають форму переважно ділових листів.

Система вправ для навчання розуміння і створення ЗТД, що пропонується, складається з **трьох підсистем** у межах виділених трьох видів документів за критерієм “рівень стандартизованості”:

- 1) підсистема вправ для навчання розуміння і заповнення повністю стандартизованих документів (на прикладі митної декларації);
- 2) підсистема вправ для навчання розуміння і створення частково стандартизованих документів (на прикладі агентської угоди);
- 3) підсистема вправ для навчання розуміння і створення практично нестандартизованих документів (на прикладі оферти).

Вказані документи було обрано з таких причин. Аналіз фахових англійських підручників і навчальних посібників показав, що навчання розуміння і заповнення такого складного і важливого типу ЗТД, як митної декларації, на відміну від інших документів першого виду, не відбувається взагалі. Агентські угоди зустрічаються в дуже обмеженій кількості розглянутих джерел і використовуються лише в якості вербальних опор для розвитку усного мовлення або ілюстративних зразків цього типу ЗТД.

**МЕТОДИЧНА КЛАСИФІКАЦІЯ  
ЗОВНІШНЬОТОРГОВЕЛЬНИХ ДОКУМЕНТІВ**

Типи документів за критерієм “функціональність”	Види документів за критерієм “рівень стандартизованості”		
	повністю стандартизовані документи	частково стандартизо- вані документи	практично нестандарти- зовані документи
1) документи з підготовки експортної угоди	–	контракт купівлі-продажу	оферта; підтвердження замовлення
2) документи з підготовки імпортової угоди	–	–	замовлення; запит; лист про наміри
3) комерційні документи	рахунок-фактура; сертифікат якості	–	–
4) документи з платіжно-банківських операцій	заявка на відкриття акредитиву; акредитив; банківська тратта	–	–
5) страхові документи	страховий сертифікат; страховий поліс	–	–
6) транспортні документи	коносамент; авіавантажна накладна	чартер/ чартер-партія; гарантійний лист	–
7) митні документи	митна декларація; сертифікат походження товару; сертифікат якості	–	–
8) документи, що забезпечують непряму інвестиційну діяльність	–	агентська угода; ліцензійна угода	–

Серед усіх практично нестандартизованих документів текст оферти вважається найбільш розгорнутим і складним. У фахових англійських навчальних посібниках недостатня, на наш погляд, кількість вправ для навчання створення цього типу ЗТД побудована суто на текстовому підході до навчання

писемного спілкування, який не навчає студентів розуміння змістовно-жанрової структури офerti.

Кожна підсистема становить окремий цикл і включає три етапи засвоєння мовленнєвого матеріалу (крім підсистеми вправ для навчання розуміння і заповнення повністю стандартизованих документів). Таким чином підсистеми складаються з відповідних груп вправ, спрямованих на формування окремих навичок і вмінь. Розглянемо організацію навчального процесу.

**Першим етапом** формування і розвитку вмінь фахової писемної комунікації через ЗТД є *рецептивно-репродуктивний*, на якому переважають відповідні дії студентів під час виконання вправ. Мета етапу – формування позамовних навичок володіння жанровою структурою текстів фахових документів, у процесі якого в першу чергу звертається увага на розуміння студентами комунікативних намірів авторів текстів документів. Як тексти-зразки використовуються лише автентичні документи, які ще грають роль об'єктивних природних графічних опор.

На **другому етапі** здійснюється спроба оволодіти особливостями жанру ЗТД як засобом комунікації представників англomовного фахового середовища. Мета етапу – формування і вдосконалення мовленнєвих навичок створення фахової документації. Вправи, що виконуються, мають репродуктивний характер, тому цей етап називається *репродуктивним*. Певні мовні явища стають об'єктами довільної уваги, тому тут спостерігається застосування певної кількості мовних вправ. Використовуються також об'єктивні штучні і природні графічні опори.

Мета **третього етапу** – розвиток мовленнєвих умінь створення ЗТД. Тут виділяємо дві підгрупи вправ:

- 1) на розвиток умінь створення документів на рівні понадфразової єдності;
- 2) на розвиток умінь створення документів на рівні цілого тексту.

На даному етапі студенти виконують продуктивні вправи, тому назва етапу – *продуктивний*. Під час виконання комунікативних вправ першої підгрупи вживаються суб'єктивні та об'єктивні природні графічні опори, які націлюють студентів частково на зміст і смисл висловлювань. Ступінь самостійності студентів у визначенні смислового змісту і виборі мовного матеріалу під час виконання комунікативних вправ другої підгрупи – вільний. Продуктом мовленнєвої діяльності є понадфразова єдність (перша підгрупа вправ) і текст документа (друга підгрупа вправ).

Слід зазначити, що підсистема вправ для навчання розуміння і заповнення повністю стандартизованих документів є винятковою: через жанрові особливості документів цього виду в підсистемі вправ відсутній продуктивний етап. Межі між описаними етапами є умовними, оскільки, як і будь-яка система, система вправ для навчання створення ЗТД є абстрактною та умовною. В реальному навчальному процесі більшість навичок формується комплексно і паралельно з мовленнєвими вміннями.

Застосування вправ першої підсистеми можливе під час опрацювання студентами такої тематики як “At the Customs”, “Shipping Documentation”, “Carriage of Goods”, “Transportation”, “Distribution of Goods”, “Sales of Goods” тощо. Вправи другої підсистеми використовуються для роботи над такими темами

навчальних програм як “Agents and Agency Agreements”, “Middlemen”, “Distribution and Delivery Systems”, “Intermediary Services”, “Wholesaling and Retailing”, “Sales and Negotiations”, “International Marketing”, “Centralization and Decentralization”, “Management in Multinationals” та інші. Вправи третьої підсистеми можуть стати доречними для вивчення таких програмних тем як “Offers”, “Sales of Goods”, “Sales Promotion”, “Sales and Negotiations”, “Product Development”, “New Products”, “Supply and Demand” тощо.

Далі подається система вправ для навчання розуміння і створення фахової документації англійською мовою студентів старшого ступеня вищих закладів освіти III-IV рівнів акредитації, які навчаються за спеціальностями “міжнародна економіка”, “менеджмент зовнішньоекономічної діяльності”, “менеджмент організацій”, “міжнародний маркетинг”, “міжнародне комерційне право” тощо. Проте вправи можуть бути використані викладачами інших вищих закладів освіти, де навчальними програмами передбачається курс з англійського ділового писемного мовлення, а також фахівцями для підвищення власного рівня англійської мови фахового писемного спілкування.

# I. FILLING IN THE CUSTOMS DECLARATIONS

## Exercise 1.

a) What export and import documents do you know? What are they used for? What document an exporter or importer must fill in before the goods may cross the country's border?

b) Study the Customs Declaration shown on page 8 and be prepared to answer the questions about it.

Read the Information File of the Reference Guide on page 28 if you need.

1. Who is this copy of the declaration issued for? How do you know that?
2. How many big parts does the document consist of?
3. What are these parts?
4. Who must fill in the part A (OFFICE OF DISPATCH/EXPORT)?
5. Who will fill in the part B (ACCOUNTING DETAILS)?
6. Who will fill in the part C (OFFICE OF DEPARTURE)?
7. Who will fill in the part D (CONTROL BY OFFICE OF DEPARTURE)?
8. How many parties are involved in issuing the document?
9. How many small elements does the document include?
10. Do you guess why they are numbered?

Check your answers with the key.

## Exercise 2.

The Customs Declaration includes four parts (A – D) and 54 structural elements, which have their own names and purposes. You are to show what they mean and are used for. Looking at the document given on page 8 and using Ukrainian equivalents of the names of its parts (on pages 9 – 10), put corresponding name and number or letter for each part of the declaration in the right-hand column.

Check your decision with the key.

Example.

<input type="radio"/> ...	...	...
<input type="radio"/> сума мита	Amount	47
<input type="radio"/> ...	...	...
<input type="radio"/> тип декларації (експортна або імпортна)	DECLARATION	1
<input type="radio"/> ...	...	...
<input type="radio"/> МИТНИЙ КОНТРОЛЬ	CONTROL BY OFFICE OF DEPARTURE	D
<input type="radio"/> ...	...	...



**EUROPEAN COMMUNITY**

A OFFICE OF DISPATCH/EXPORT

**1 DECLARATION**

<b>3</b> Copy for the consignor/exporter	2 Consignor/Exporter No		3 Forms		4 Loadig lists			
	8 Consignee No		9 Person responsible for financial settlement No					
	14 Declarant/Representative No		10 Country first destin.		11 Trading country		13 CAP	
	15 Country of dispatch/export		15 C disp./exp. Code		17 Country destin Code			
	16 Country of origin		17 Country of destination					
	18 Identity and nationality of means of transport at departure		19 Ctr		20 Delivery terms			
	21 Identity and nationality of active means of transport crossing the border		22 Currency and total amount invoiced		23 Exchange rate		24 Nature of transaction	
	25 Mode of transport at the border		26 Inland mode of transport		27 Place of loading			
	28 Financial and banking data		29 Office of exit		30 Location of goods			
	31 Packages and description of goods		32 Item No		33 Commodity Code			
44 Additional information/ Documents produced/ Certificates and authorisations		34 Country origin Code		35 Gross mass (kg)				
		37 PROCEDURE		38 Net mass (kg)		39 Quota		
		40 Summary declaration/Previous document						
		41 Supplementary units				AI Code		
46 Statistical value		47 Calculation of taxes		48 Deferred payment		49 Identification of warehouse		

Type	Tax base	Rate	Amount	Type	MP
Total:					

**B ACCOUNTING DETAILS**

50 Principal No		Signature		<b>C OFFICE OF DEPARTURE</b>	
51 Intended offices of transit (and country)		represented by Place and date:			

52 Guarantee not valid for		Code		53 Office of destination (and country)	
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**D CONTROL BY OFFICE OF DEPARTURE**

**Stamp**

- Result
- Seals affixed Number identity
- Time limit (date)
- Signature

54 Place and date
Signature and name of declarant/representative

<ul style="list-style-type: none"> <li>○ валюта та загальна фактурна вартість</li> <li>○ відсоткова ставка мита</li> <li>○ сума мита</li> <li>○ подробиці підрахунків</li> <li>○ митниця відправлення (транзиту)</li> <li>○ тип декларації (експортна або імпортна)</li> <li>○ відправник (експортер)</li> <li>○ отримувач (імпортер)</li> <li>○ країна призначення</li> <li>○ країна походження</li> <li>○ умови постачання</li> <li>○ код країни походження</li> <li>○ країна відправлення/експорту</li> <li>○ маркірування та кількість місць вантажу</li> <li>○ опис товарів</li> <li>○ номери контейнерів</li> <li>○ місця вантажу та опис товару</li> <li>○ товар, №</li> <li>○ код товару</li> <li>○ країна 1-го призначення</li> <li>○ країна, що торгує</li> <li>○ декларант/ представник (юридична особа, яка заповнює документ)</li> <li>○ додаткова інформація/ пред'явлені документи</li> <li>○ статистична вартість (товару)</li> <li>○ додаткова одиниця виміру</li> <li>○ загальна декларація/попередній документ</li> <li>○ процедура</li> <li>○ квота (митна)</li> <li>○ найменування складу (де перебуватимуть товари під час митного оформлення)</li> <li>○ вага брутто</li> <li>○ вага нетто</li> <li>○ фінансові та банківські відомості</li> <li>○ найменування товарів (разом)</li> <li>○ кількість місць (спакованого товару)</li> <li>○ довідковий номер за митним каталогом</li> <li>○ додаткові листи</li> <li>○ специфікації відвантаження (переліки)</li> <li>○ нарахування мита митницею</li> <li>○ митниця країни транзиту</li> </ul>		
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<ul style="list-style-type: none"> <li>○ підпис</li> <li>○ митниця та країна призначення</li> <li>○ місце та дата (заповнення документа)</li> <li>○ митний контроль</li> <li>○ СП (спосіб платежу)</li> <li>○ основа митних нарахувань</li> <li>○ вид (мита)</li> <li>○ митні підрахунки (разом)</li> <li>○ місце штампу</li> <li>○ місце для печаток, їхня кількість</li> <li>○ строк дії документа (дата)</li> <li>○ гарантія (перевезення товарів) не дійсна для</li> <li>○ принципал в особі (особа, якій доручено заповнення документа від імені декларанта)</li> <li>○ вид транспорту на кордоні</li> <li>○ вид транспорту в межах країни</li> <li>○ митниця на кордоні (назва)</li> <li>○ місце огляду товарів (назва митниці)</li> <li>○ місце завантаження/розвантаження</li> <li>○ конт. (контроль)</li> <li>○ код країни відправлення</li> <li>○ код країни призначення</li> <li>○ курс обміну валюти</li> <li>○ характер угоди</li> <li>○ відстрочка платежу</li> <li>○ транспортний засіб під час відправлення</li> <li>○ транспортний засіб на кордоні</li> <li>○ юридична особа, відповідальна за фінансове врегулювання</li> <li>○ висновок митного контролю</li> </ul>		
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### Exercise 3.

The Customs Declaration form shown on page 11 has been exposed to rain by accident. Before completing the form, you are to be sure that you put your details under the right headings. Restore the disappeared headings of the document, taking them from the table below. Check your decision with the key.

Financial and banking data	Additional information/ Documents produced/ Certificates and authorisations	Number and kind
Accounting details	Packages and description of goods	Place and date
Declarant/ Representative	Signature and name of declarant/ representative	Declaration
Consignor/Exporter	Person responsible for financial settlement	Consignee



#### **Exercise 4.**

Read carefully the issued Customs Declaration given on page 13 and answer the following questions.

1. What type of the declaration is it (export or import)? How do you know that?
2. Who is an exporter?
3. Who is an importer?
4. Who is a declarant?
5. What country are the goods from?
6. What is the country of export?
7. What is the country of import?
8. Is there any country of transit?
9. How are the goods transported?
10. What kind of goods are transported?
11. How many packages are there, what are they and how much do they weigh?
12. How are the goods marked and numbered?
13. How much do the goods cost?
14. Which documents are attached to the declaration?
15. What is the method of payment for the goods?
16. Where was the payment made?
17. Who is responsible for financial matters?
18. How much do the Customs' taxes cost?
19. Is there any third person to represent the declarant?
20. When and where did the declarant sign the document?
21. Has the document been signed by a Customs officer?
22. Is the declaration complete? How do you know that?
23. What part of the document must be filled in to make the declaration complete and valid? Who must do it?

Check your answers with the key.

**EUROPEAN COMMUNITY**

A OFFICE OF DISPATCH/EXPORT

<b>3</b> Copy for the consignor/exporter	2 Consignor/Exporter No <input type="checkbox"/> CHOCOLATS MEMLINK SA 107 FRANKLIN ROOSEVELT AVENUE BRUSSELS B 1000 BELGIUM		<b>1 DECLARATION</b> EXP	
	8 Consignee No M.O.V.A. 27 KRASNOVA ST KYIV 03115 UKRAINE		9 Person responsible for financial settlement No BRUSSELS BANK 1133 LEXINGTON AVE. BRUSSELS B 1001 B/A 0113389 CODE 595999	
	14 Declarant/Representative No CHOCOLATS MEMLINK SA 107 FRANKLIN ROOSEVELT AVENUE BRUSSELS B 1000 BELGIUM		15 Country of dispatch/export	
	18 Identity and nationality of means of transport at departure		19 Ctr	
	21 Identity and nationality of active means of transport crossing the border		22 Currency and total amount invoiced	
	25 Mode of transport at the border		26 Inland mode of transport	
	29 Office of exit		30 Location of goods	

31 Packages and description of goods	Marks and numbers - Container No(s) - Number and kind WHITE CHOCOLATES CREAM FILLED (CB 10) PLAIN CHOCOLATES TRUFFLE SHELLS (CA 08) PLAIN CHOCOLATES ALMOND CREAM (CA 02) PLAIN CHOCOLATES COFFEE TRUFFLE (CA 11) M.O.V.A. KYIV NOS 1-4 4 CARTON CRATES 100X100X60 CM 4		32 Item No	33 Commodity Code		
				34 Country origin Code	35 Gross mass (kg)	
				37 PROCEDURE	38 Net mass (kg)	39 Quota
				40 Summary declaration/Previous document		
44 Additional information/Documents produced/Certificates and authorisations	NO 1 EXPORT LICENCE 678/21 OF 05/02/01 NO 1 CERTIFICATE OF ORIGIN 213 OF 01/09/01 NO 1 AIRWAYBILL 4821276 OF 03/10/01 NO 1 INVOICE 55397 OF 01/10/01				AI Code	
					46 Statistical value	

47 Calculation of taxes	Type	Tax base	Rate	Amount	MP	48 Deferred payment	49 Identification of warehouse
Total:						B ACCOUNTING DETAILS CIF KYIV 3 605 BEF PAYMENT BY IRREVOCABLE L/C, PAYABLE AT SIGHT, NET THROUGH BRUSSELS BANK A/C 0221445 SWIFT CODE 88867455-2291	

50 Principal	No	Signature	C OFFICE OF DEPARTURE
51 Intended offices of transit (and country)	represented by	Place and date:	

52 Guarantee not valid for	Code	53 Office of destination (and country)
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D CONTROL BY OFFICE OF DEPARTURE	Stamp	54 Place and date
Result		CHOCOLATS MEMLINK SA
Seals affixed Number		BRUSSELS 5TH OCTOBER, 2001
identity		Signature and name of declarant/representative
Time limit (date)		<i>P. van Houton</i>
Signature		P. VAN HOUTON EXPORT SALES MANAGER

### Exercise 5.

Decide which of the elements of the Customs Declaration you would complete in the following situations. Do it in figures and letters. Example: 1 – f.

Check your decision with the key.

- |  |  |
|--|--|
| 1. You are to show whom and where the goods will go.   | a) Declarant/representative  |
| 2. You are to describe the goods, state their number and show how they are packed and marked.                                    | b) Additional information/ Documents produced/ Certificates and authorisations |
| 3. You are to show who will settle any possible financial problems relating to the transportation of the goods.                  | c) Consignor/Exporter  |
| 4. You are to show who and from what place is sending the goods.   | d) Packages and description of goods   |
| 5. You are to sign the document and to show your company position.   | e) Principal represented by  |
| 6. You are to state your company's banking data.   | f) Consignee   |
| 7. You are to state methods of payment and delivery, total price for the goods, name and code of the bank effecting the payment. | g) Place and date  |
| 8. You are to show who is issuing the document in your name (who represents you).  | h) Accounting details  |
| 9. You are to describe the documents that you attach to the declaration.   | i) Signature and name of declarant/ representative                             |
| 10. You are to state the place of signing the declaration.   | j) Person responsible for financial settlement                                 |
| 11. You are to state the name of the company and the person who represent you on your behalf.                                    | k) Financial and banking data  |

### Exercise 6.

Your colleague has never filled in the Customs Declaration. Help him to put the following information under the corresponding headings of the document. Example: 1 – c.

Check your decision with the key.

1. Consignor/Exporter.
2. Consignee.

3. Declarant/representative.
4. Person responsible for financial settlement.
5. Financial and banking data.
6. Packages and description of goods.
7. Additional information/Documents produced/Certificates and authorisations.
8. Accounting details.
9. Principal (represented by).
10. Place and date.
11. Signature and name of declarant/representative.

<p><b>d</b> В. Лymar V. LYMAR EXPORT MANAGER</p>	<p><b>a</b> PHOTONICA KYIV 15 OCT. 2001</p>	<p><b>i</b> ING BANK UKRAINE 28 KOMINTERNA ST. KYIV 03032 B/A 2227669408431231 ZIP CODE 337092</p>
<p><b>c</b> PHOTONICA 49 PREDSLAVYNS'KA ST. KYIV 03006 UKRAINE</p>	<p><b>h</b> PHOTONICA KYIV UKRAINE</p>	
<p><b>k</b> EXPORT DEPARTMENT UKRAINIAN CHAMBER OF COMMERCE 32 ZHYTOMYRS'KA ST. KYIV 02037</p>	<p><b>e</b> NO 1 AIR WAYBILL 235-86824905 OF 8/10/01 NO 1 COMMERCIAL INVOICE 014 OF 1/10/01</p>	
	<p><b>f</b> ENDRESS &amp; HAUSER GMBH &amp; CO INSTRUMENTS INTERNATIONAL 6 COLMARER STR. WEIL AM RHEIN D-79574 GERMANY</p>	
<p><b>g</b> MEASURING FLOWMETERS (NOT RESTRICTED) 4 WOODEN CASES 100X100 PHOTONICA 4 NOS 1 - 4</p>	<p><b>j</b> CIF WEIL AM RHEIN 17,432 USD PAYMENT BY IRREVOCABLE L/C THROUGH ING BANK A/C 25344776890 SWIFT CODE: ING 1237634</p>	
<p><b>b</b> B/A 25367706431231 ZIP CODE 333021 ING BANK UKRAINE 28 KOMINTERNA ST. KYIV 03032</p>		

**Exercise 7.**

Work in pairs. Each of you have the same Customs Declaration – but both copies are partially illegible.



Before completing your forms, read the Information and Language Files of the Reference Guide (pages 28 – 31).

Student A	Student B
You should look at Declaration A on page 17	You should look at Declaration B on page 18

Your partner at the other end of the phone line has another copy of this Customs Declaration. In your copy some information is missing. Phone your partner to find out what the missing details are. Ask your partner to dictate the missing figures to you. When you have finished, check if you have noted the correct details.

Your partner will also require some details from you.

### Exercise 8.

Let's summarize what you know about the Customs Declaration. Choose the appropriate answer (a, b, c or d) in each line with explanations given below and on page 19. You may read the Information File of the Reference Guide on page 28 if you need. Check your decision with the key.

1. For exporting and importing goods traders complete a special form called ... , which is used for movement of goods outside and through one country to the others.

- a) Bill of Lading
- b) Customs Declaration
- c) Movement Certificate
- d) International Consignment Note

2. Normally, the Customs Declaration is issued in four copies: two for the Customs Office, one for statistics organization, and one for the ... .

- a) consignor
- b) cosignee
- c) declarant
- d) freight forwarder

3. The Customs Declaration is issued for each ... of goods, i.e. for each type of goods there must be a separate declaration.

- a) cosignment
- b) lot
- c) kind
- d) package

4. The document consists of 4 big blocks (A – D) and ... small structural elements, which are numbered for easy and quick completing and reading the form.

- a) 51
- b) 52
- c) 53
- d) 54

5. The Customs Declarations may be issued by three parties: 1) exporter/importer; 2) ... ; 3) Customs officer of exporting/importing country.

- a) consignor
- b) consignee
- c) freight forwarding company
- d) Customs officer of transit country

# EUROPEAN COMMUNITY DECLARATION A

## 1 DECLARATION

A OFFICE OF DISPATCH/EXPORT

<b>3</b> Copy for the consignor/exporter	2 Consignor/Exporter No KUENE & NAGEL 11 KOROLYOVA BVD. KYIV 03194 UKRAINE		3 Forms		4 Loadig lists	
	8 Consignee No BLECKENBAUER GMBH 87 SCHILLERSTRASSE 23 MANNHEIM 6800 GERMANY		5 Items		6 Total packages	
	14 Declarant/Representative No		9 Person responsible for financial settlement No		7 Reference number	
	18 Identity and nationality of means of transport at departure		19 Ctr		20 Delivery terms	
	21 Identity and nationality of active means of transport crossing the border		22 Currency and total amount invoiced		23 Exchange rate	
	25 Mode of transport at the border		26 Inland mode of transport		24 Nature of transaction	
<b>3</b>	29 Office of exit		30 Location of goods		28 Financial and banking data	

31 Packages and description of goods	Marks and numbers - Container No(s) - Number and kind MACHINE TOOLS (NON-RESTRICTED) 2 STEEL CONTAINERS 80X60X60 CM		32 Item No	33 Commodity Code	
				34 Country origin Code	35 Gross mass (kg)
				37 PROCEDURE	38 Net mass (kg)
				39 Quota	
44 Additional information/ Documents produced/ Certificates and authorisations	NO 1 CONTRACT OF SALE 41/5 EXP OF 12/06/01 NO 1 AIRWAYBILL 4821276 OF 13/11/01 NOS 2 PACKING SHEET 12/11				AI Code
					46 Statistical value

47 Calculation of taxes	Type	Tax base	Rate	Amount	MP	48 Deferred payment	49 Identification of warehouse
Total						B ACCOUNTING DETAILS	
						EX WORKS KYIV 7,255 DM PAYMENT BY IRREVOCABLE L/C THROUGH BUNDESBANK, MANNHEIM BRANCH A/C 9921231 SWIFT CODE DE2-BB17878	

51 Intended offices of transit (and country)	50 Principal	No	Signature	C OFFICE OF DEPARTURE
	represented by	Place and date:		

52 Guarantee not valid for	Code	53 Office of destination (and country)
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D CONTROL BY OFFICE OF DEPARTURE	Stamp	54 Place and date
Result		BLECKENBAUER GMBH
Seals affixed Number identity		MANNHEIM 13TH NOVEMBER, 2001
Time limit (date)		Signature and name of declarant/representative
Signature		

**EUROPEAN COMMUNITY DECLARATION B**

**1 DECLARATION**

A OFFICE OF DISPATCH/EXPORT

<b>Copy for the consignor/exporter</b>	3 <input type="checkbox"/> 2 Consignor/Exporter No		EXP		3 Forms		4 Loading lists					
	8 Consignee No BLECKENBAUER GMBH 87 SHILLERSTRASSE 23 MANNHEIM 6800 GERMANY		9 Person responsible for financial settlement No BUNDESBANK, MANNHEIM BRANCH 33-35 PRETAUER PFAD 23 MANNHEIM 6800 B/A 555009 LOCAL CODE 17176223		5 Items		6 Total packages		7 Reference number			
	14 Declarant/Representative No		10 Country first destin.		11 Trading country		13 CAP		15 C disp./exp. Code		17 Country destin Code	
	18 Identity and nationality of means of transport at departure		19 Ctr		20 Delivery terms		16 Country of origin		17 Country of destination		24 Nature of transaction	
	21 Identity and nationality of active means of transport crossing the border		22 Currency and total amount invoiced		23 Exchange rate		25 Mode of transport at the border		26 Inland mode of transport		27 Place of loading	
	29 Office of exit		30 Location of goods		28 Financial and banking data B/A 5567782 LOCAL CODE 517188893 IN BUNDESBANK, MANNHEIM BRANCH 33-35 PRETAUER PFAD 23 MANNHEIM 6800		31 Packages and description of goods		32 Item No		33 Commodity Code	
	25 Mode of transport at the border		26 Inland mode of transport		27 Place of loading		34 Country origin Code		35 Gross mass (kg)		37 PROCEDURE	
	31 Packages and description of goods		32 Item No		33 Commodity Code		34 Country origin Code		35 Gross mass (kg)		37 PROCEDURE	
	37 PROCEDURE		38 Net mass (kg)		39 Quota		40 Summary declaration/Previous document		41 Supplementary units		46 Statistical value	
	44 Additional information/ Documents produced/ Certificates and authorisations		45 AI Code		46 Statistical value		47 Calculation of taxes		48 Deferred payment		49 Identification of warehouse	

31 Packages and description of goods		32 Item No		33 Commodity Code		34 Country origin Code		35 Gross mass (kg)		37 PROCEDURE		38 Net mass (kg)		39 Quota	
40 Summary declaration/Previous document		41 Supplementary units		42		43		44		45		46		47	
44 Additional information/ Documents produced/ Certificates and authorisations		45 AI Code		46 Statistical value		47 Calculation of taxes		48 Deferred payment		49 Identification of warehouse		50 Principal		51 Intended offices of transit (and country)	

Type	Tax base	Rate	Amount	MP
Total:				

50 Principal No		Signature		C OFFICE OF DEPARTURE	
51 Intended offices of transit (and country)		52 Guarantee not valid for		53 Office of destination (and country)	

D CONTROL BY OFFICE OF DEPARTURE		Stamp		54 Place and date	
Result		Signature and name of declarant/representative			
Seals affixed Number identity		P. Jacobmeyer			
Time limit (date)		P. JACOBMEYER			
Signature		EXPORTING MANAGER			

6. Sometimes the declarant can be represented by a third party called the ... . In this case, the ... states its details in the corresponding part of the document.

- a) Representative
- b) Exporter
- c) Importer
- d) Principal

7. Parts A (...) and B (ACCOUNTING DETAILS) are filled in by an exporter or importer. It depends on the type of the declaration (for exporting or importing the goods).

- a) CONTROL BY OFFICE OF DEPARTURE
- b) OFFICE OF DISPATCH/EXPORT
- c) Copy for the country of dispatch/export
- d) OFFICE OF DEPARTURE

8. Part C (OFFICE OF DEPARTURE) is filled in by the Customs officer (only when the goods are going through third countries, i.e. for ...).

- a) delivery
- b) movement
- c) transit
- d) hand-over

9. Part D (CONTROL BY OFFICE OF DEPARTURE) is filled in by the Customs of the country of ... (country of exporter or importer).

- a) departure
- b) transit
- c) dispatch
- d) transmission

10. ONLY ... may fill in ALL elements of the document, which are inked in **bold** lines. Elements that are numbered 1, 3 – 7, 10 – 13, 15 – 27, 29 – 30, 32 – 42, and 46 – 53 are also for completing by ... . It is not of any other person's competence. The rest nine elements an exporter or importer will fill in.

- a) an importer
- b) the Customs officer
- c) an exporter
- d) the transit Customs officer

11. All the information given in the Customs Declaration must be written in ... .

- a) **bold**
- b) *italics*
- c) underlined words
- d) CAPITAL LETTERS

### Exercise 9.

You work for an importing company. The consignment of your goods is on the way to the Ukrainian border. The exporting company has sent you the copy of the issued Customs Declaration by E-mail. Unfortunately, something has gone wrong with your computer, and important information of the Declaration has been lost. As you asked, your partners have sent you a short E-mail message with missing details of the Declaration. Complete the form on page 21 adding the necessary information given in the message. Before completing the document, read again the Information File of the Reference Guide (page 28).

> mail

**SEND, READ OR SCAN:** read

**TO:** JSC VNIKHIMPROEKT INSTITUTE: (11 M. Raskovoyi St., Kyiv 03002, Ukraine)

**FROM:** COSTER TECHNOLOGIE SPECIALI S.P.A.: (15 Corso Como, Milan 20154, Italy)

**POSTED:** 4-December-01 12.41

**SUBJECT:** Customs Declaration for the consignment of pumps

**MORE:** yes

**ACTION REQUIRED:** reply with confirmation of receipt of the details

**TEXT:**

Confirmation, the consignment of pumps packed in 5 steel containers 100x100x100 cm for total amount of 23,990 USD, was sent from and by Coster Technologie Speciali, Milan on 3 December this year to Kyiv, on CIF terms in accordance with the attached documents: (Contract of Sale E 231 of 12/11/01; L/C 12009 of 30/11/01; Airwaybill 4556/22 of 03/12/01). Our financial data: A/C 835153 in Banka di Roma-Milano, Branch 34. The responsible bank is Banka di Roma, Via di Pietra Papa, Roma 00146, B/A 886754, SWIFT 238—00297. Payment was effected through Banka di Roma. The document was issued by the declarant, no principal.

**.SEND**

### Exercise 10.

You are an importer. The goods, which your company bought last week, have crossed the exporter's border. The exporting company has sent you the copy of the issued Customs Declaration and the covering letter with information about the document. Unfortunately, something has gone wrong with your fax machine, and important information of the Declaration has been lost. Complete the form on page 23 with the missing details given in the covering letter on page 22. Use examples given in the Language File of the Reference Guide (pages 29–31) as samples.

**EUROPEAN COMMUNITY**

**1 DECLARATION**

A OFFICE OF DISPATCH/EXPORT

**3**

2 Consignor/Exporter No  
 COSTER TECHNOLOGIE SPECIALI S.P.A.  
 15 CORSO COMO  
 MILAN 20154  
 ITALY

EXP		
3 Forms	4 Loadig lists	
5 Items	6 Total packages	7 Reference number

Copy for the consignor/exporter

8 Consignee No

9 Person responsible for financial settlement No

10 Country first destin.	11 Trading country	13 CAP
--------------------------	--------------------	--------

14 Declarant/Representative No

15 Country of dispatch/export	15 C disp./exp. Code	17 Country destin Code
16 Country of origin	17 Country of destination	

18 Identity and nationality of means of transport at departure  
 19 Ctr  
 21 Identity and nationality of active means of transport crossing the border  
 25 Mode of transport at the border  
 26 Inland mode of transport  
 27 Place of loading

20 Delivery terms  
 22 Currency and total amount invoiced  
 23 Exchange rate  
 24 Nature of transaction  
 28 Financial and banking data

**3**

29 Office of exit  
 30 Location of goods

31 Packages and description of goods

Marks and numbers - Container No(s) - Number and kind  
 VNI IKHIMPROEKT  
 KYIV  
 5  
 NOS 1-5

32 Item No	33 Commodity Code
34 Country origin Code	35 Gross mass (kg)
37 PROCEDURE	38 Net mass (kg)
40 Summary declaration/Previous document	
41 Supplementary units	

44 Additional information/Documents produced/Certificates and authorisations

AI Code	46 Statistical value
---------	----------------------

47 Calculation of taxes

Type	Tax base	Rate	Amount	MP
Total:				

48 Deferred payment  
 49 Identification of warehouse

**B ACCOUNTING DETAILS**

50 Principal No  
 Signature  
 represented by  
 Place and date:

**C OFFICE OF DEPARTURE**

51 Intended offices of transit (and country)

--	--	--	--

52 Guarantee not valid for

--	--

Code 53 Office of destination (and country)

**D CONTROL BY OFFICE OF DEPARTURE**

Result  
 Seals affixed Number  
 identity  
 Time limit (date)  
 Signature

**Stamp**

54 Place and date

Signature and name of declarant/representative  
*A. Leukovetz*  
 A. LEVKOVETZ  
 OVERSEAS DIRECTOR

Mr. D. Savenko  
Import Department  
Procter&Gamble Ukraine  
34/33 Ivana Franka St.  
Kyiv 03030  
UKRAINE

Dear Mr D. Savenko:

Your enquiry AS/nd of 5 October 2001

In reply to your enquiry, we inform you that the consignment of shampoo "Head&Shoulders" consisting of 110 carton crates 80x60x60 has been dispatched to your address by our principal from Warsaw on 8<sup>th</sup> October, 2001. The principal's address is: O. Novak, Export Expert, Polska Export/Import Services, 28 Turku St., Warsaw 03-967, Poland. The principal, representing the declarant, has signed the document.

The terms of trade, as agreed, are the following: 75,998 USD, ex works Kyiv, payment by invoice 76538 of 02/10/01 through Polska Commercial Bank, Warsaw Branch, A/C 452789, SWIFT Code PCB 7786-0-48989. This bank is responsible for all financial matters hereof. We would also like to confirm our banking data: B/A 455637 in the above stated bank, local code 66728934, 12 Minska St., Warsaw 02-778.

The documents attached are: the Invoice, the Airway bill 884567/08 of 07/10/01, two copies of the Quality Certificate BA 0065906 of 03/09/01, and two copies of the Packing List 08/10/01.

We hope our information will help you to solve your problem.

Regards,

**EUROPEAN COMMUNITY**

**1 DECLARATION**

A OFFICE OF DISPATCH/EXPORT

<b>3</b> Copy for the consignor/exporter	2 Consignor/Exporter No <input type="checkbox"/> P&G OPERATIONS POLSKA S.A. 20 ZABRANIECKA ST WARSAW 03-872 POLAND		3 Forms		4 Loadig lists	
	8 Consignee No		9 Person responsible for financial settlement No			
	14 Declarant/Representative No		10 Country first destin		11 Trading country	
	15 Country of dispatch/export		15 C disp./exp. Code		17 Country destin Code	
	16 Country of origin		17 Country of destination			
	18 Identity and nationality of means of transport at departure		19 Ctr		20 Delivery terms	
21 Identity and nationality of active means of transport crossing the border		22 Currency and total amount invoiced		23 Exchange rate		
24 Nature of transaction		25 Mode of transport at the border		26 Inland mode of transport		
27 Place of loading		28 Financial and banking data				
29 Office of exit		30 Location of goods				

31 Packages and description of goods	Marks and numbers - Container No(s) - Number and kind  NOS 1-110		32 Item No		33 Commodity Code	
	34 Country origin Code		35 Gross mass (kg)		37 PROCEDURE	
	38 Net mass (kg)		39 Quota		40 Summary declaration/Previous document	
	41 Supplementary units		46 Statistical value			

47 Calculation of taxes	Type	Tax base	Rate	Amount	MP	48 Deferred payment	49 Identification of warehouse
	Total:					B ACCOUNTING DETAILS	

50 Principal No		Signature		C OFFICE OF DEPARTURE	
51 Intended offices of transit (and country)		represented by Place and date:			

52 Guarantee not valid for	Code	53 Office of destination (and country)
----------------------------	------	--

D CONTROL BY OFFICE OF DEPARTURE		Stamp	54 Place and date
Result		Signature and name of declarant/representative	
Seals affixed Number		O. Novak	
Identity		O. NOVAK	
Time limit (date)		EXPORT EXPERT	
Signature			



### Exercise 11.

You work in the Export Department of Tetra Pak Service GmbH, registered in 22 Herbertstrasse, Hochheim D 2345, Germany. Your boss has asked you to fill in the Customs Declaration for the consignment of the packaging materials to be dispatched to your Ukrainian partner. Use the documents given below and complete the Declaration on page 25. Sign the form on your behalf in Hochheim, on 5.12.2001.

**Customer:** Tetra Laval Ukraine Ltd

**Order:** 03764

**Address:** 82 Mezhyhirs'ka St., Kyiv 04080, Ukraine

**Quantity items:** 35 carton cases

**Description of merchandise:** packaging material, 400,000 packs, type TBA/m FPCD

**Method of payment:** Irrevocable Letter of Credit with documents

**Terms of payment:** Ex works Kyiv

### INVOICE № 018

NO	DESCRIPTION	TOTAL PRICE, DM	DOCUMENTS REQUIRED	BANKING INFORMATION
1-35	CARTON CASES 80X80X60 CM  TETRA PAK HOCHHEIM 1 – 35	65980,00	CONTRACT TLU- 051-01-020-PS OF 15/10/01, 1 COPY QUALITY CERTIFICATE PM 436 OF 10/10/01, 2 COPIES L/C 12764 OF 01/12/01, 1 COPY B/L 87640 OF 04/12/01, 1 COPY	B/A 0234504 WITH DRESDNER BANK IN MAINZ, GERMANY, BLZ BANKCODE 55080065  A/C 776849, SWIFT DM-D 893774, 98 BRAUNSTRASSE, MAINZ D 7834

29.11.2001

**EUROPEAN COMMUNITY**

A OFFICE OF DISPATCH/EXPORT

**1 DECLARATION**

**3**

Copy for the consignor/exporter

**3**

2 Consignor/Exporter No

8 Consignee No

14 Declarant/Representative No

18 Identity and nationality of means of transport at departure

19 Ctr

21 Identity and nationality of active means of transport crossing the border

25 Mode of transport at the border

26 Inland mode of transport

27 Place of loading

29 Office of exit

30 Location of goods

3 Forms

4 Loadig lists

5 Items

6 Total packages

7 Reference number

9 Person responsible for financial settlement No

10 Country first destin.

11 Trading country

13 CAP

15 Country of dispatch/export

16 Country of origin

17 Country of destination

17 Country destin Code

20 Delivery terms

22 Currency and total amount invoiced

23 Exchange rate

24 Nature of transaction

28 Financial and banking data

31 Packages and description of goods

44 Additional information/ Documents produced/ Certificates and authorisations

Marks and numbers - Container No(s) - Number and kind

32 Item No

33 Commodity Code

34 Country origin Code

35 Gross mass (kg)

37 PROCEDURE

38 Net mass (kg)

39 Quota

40 Summary declaration/Previous document

41 Supplementary units

AI Code

46 Statistical value

47 Calculation of taxes

Type	Tax base	Rate	Amount	Type	MP
Total:					

48 Deferred payment

49 Identification of warehouse

**B ACCOUNTING DETAILS**

51 Intended offices of transit (and country)

50 Principal No

Signature

represented by

Place and date:

**C OFFICE OF DEPARTURE**

52 Guarantee not valid for

Code

53 Office of destination (and country)

**D CONTROL BY OFFICE OF DEPARTURE**

Result

Seals affixed Number identity

Time limit (date)

Signature

**Stamp**

54 Place and date

Signature and name of declarant/representative

## **Exercise 12.**

As an Export Sales Manager you must complete the form of the Customs Declaration given on page 27 using the following information.

An exporter, Auto-Express Ltd, 23 Klymenka St, Kyiv 03110, Ukraine, wishes on its behalf to declare the consignment of mobile sawmills at the price of 444,997 DM to the address of the importer, R. Marquardt Import&Export GmbH, 56 Motorstrasse 56, München 808809, Postfach 401204, Germany. The goods are packed in 10 wooden crates sized 100x100x150 cm and are marked with the name of the exporter and the number of each crate. The terms of payment are an irrevocable L/C 1276 of 12/09/01 effected through Ukeximbank, 97 Antonovycha St, Kyiv 03045, Account Current 6638490, Swift code UEIB 7T625. The same bank is responsible for financial matters. The exporter's banking data are: Bank Account 567943, Local code 6675346 in Ukreximbank.

Documents needed are:

Export Licence 56338 EA of 01/03/01

L/C in duplicate

Bill of Lading 7875656 of 13/11/01 in duplicate

Insurance Policy 99786 of 10/11/01

Quality Certificate 886736 of 09/11/01 in triplicate

The Declaration must be signed by the Deputy Export Manager, M. Klymashevs'ky, in Kyiv on 16 November 2001.

**EUROPEAN COMMUNITY**

A OFFICE OF DISPATCH/EXPORT

**1 DECLARATION**

**3**

Copy for the consignor/exporter

**3**

2 Consignor/Exporter No

8 Consignee No

14 Declarant/Representative No

18 Identity and nationality of means of transport at departure

19 Ctr

20 Delivery terms

21 Identity and nationality of active means of transport crossing the border

22 Currency and total amount invoiced

23 Exchange rate

24 Nature of transaction

25 Mode of transport at the border

26 Inland mode of transport

27 Place of loading

28 Financial and banking data

29 Office of exit

30 Location of goods

3 Forms

4 Loadig lists

5 Items

6 Total packages

7 Reference number

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13 CAP

15 Country of dispatch/export

16 Country of origin

17 Country of destination

15 C disp./exp. Code

17 Country destin Code

31 Packages and description of goods

44 Additional information/ Documents produced/ Certificates and authorisations

Marks and numbers - Container No(s) - Number and kind

32 Item No

33 Commodity Code

34 Country origin Code

35 Gross mass (kg)

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38 Net mass (kg)

39 Quota

40 Summary declaration/Previous document

41 Supplementary units

47 Calculation of taxes

Type	Tax base	Rate	Amount	Type	MP
Total:					

48 Deferred payment

49 Identification of warehouse

**B ACCOUNTING DETAILS**

51 Intended offices of transit (and country)

50 Principal No

Signature

represented by

Place and date:

**C OFFICE OF DEPARTURE**

52 Guarantee not valid for

Code

53 Office of destination (and country)

**D CONTROL BY OFFICE OF DEPARTURE**

Result

Seals affixed Number identity

Time limit (date)

Signature

**Stamp**

54 Place and date

Signature and name of declarant/representative

# REFERENCE GUIDE

## *CUSTOMS DECLARATION*

### Information File

For exporting and importing goods traders have to use a special form – *Customs Declaration* (*вантажна митна декларація*). It is a document used for movement of goods outside and through one country to the others.

The European Community has developed its own documents and systems for export/import of goods. Its two declaration forms (normal and for transit) are nowadays used throughout the world, Ukraine included. Normally, the Customs Declaration is issued in 4 copies: two for the Customs Office, one for statistics organizations, and one for the declarant. The Customs Declaration is usually issued for each consignment of goods, i.e. for each type of goods there must be filled in a separate declaration form.

The Customs Declaration is issued by three parties:

- 1) exporter/importer or its principal;
- 2) Customs officer of the transit country;
- 3) Customs officer of the exporting/importing country.

Parts A (OFFICE OF DISPATCH/EXPORT) and B (ACCOUNTING DETAILS) are filled in by an exporter or importer (read through the *NOTE* below). It depends on the type of the declaration (for exporting or importing the goods).

Part C (OFFICE OF DEPARTURE) is filled in by the Customs officer (only when the goods are going through third countries, i.e. for transit).

Part D (CONTROL BY OFFICE OF DEPARTURE) is filled in by the Customs of the country of departure (country of exporter or importer).

Sometimes the declarant can be represented by a third party called the Principal. In this case, the Principal states its details in the corresponding part of the document (№ 50).

#### *NOTE:*

ONLY the Customs officer fills in ALL elements of the document which lines are inked in **bold**. Elements that are numbered 1, 3 – 7, 10 – 13, 15 – 27, 29 – 30, 32 – 42, 46 – 49, 51 – 53 are also for completing by the Customs officer. It is not of any other person's competence!

So the rest nine elements you (as an exporter or importer) will fill in.

Besides, all the information given in the Customs Declaration must be written in CAPITALS.

## Language File

### Соціально-етикетні формули митної декларації:

#### 1) написання реквізитів експортера, імпортера та принципала (декларанта-представника)

<i>British style</i>	<i>American style</i>
MIDTEC CABLES LTD 103 COTTON ROAD EXETER EX4 9DT ENGLAND	INTERFON, INC. 1677 SEA HARBOR DRIVE ORLANDO, FLORIDA 32887

#### 2) написання місця та дати заповнення декларації

<i>British style</i>	<i>American style</i>
MIDTEC EXETER 15TH OCTOBER, 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15 OCTOBER 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15 OCT. 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15/10/01 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER	INTERFON, INC. ORLANDO OCTOBER 15, 2001 <i>G. Broeny</i> G. BROENY IMPORT MANAGER <i>or</i> INTERFON, INC. ORLANDO OCT. 15, 2001 <i>G. Broeny</i> G. BROENY IMPORT MANAGER <i>or</i> INTERFON, INC. ORLANDO 10/15/01 <i>G. Broeny</i> G. BROENY IMPORT MANAGER

## Професійно-орієнтовані формули митної декларації:

### 1) опис задекларованих товарів

Marks and Numbers	Container No(s)	Number and kind of packages	Description of goods
MIDTEC EXETER 2	NOS 1-2	2 WOODEN CASES 60X60X60 CM	SPARE PARTS FOR ELECTRONIC INSTRUMENTS

### 2) опис документів, що супроводжують декларацію

<b>Additional information/ Documents produced/ Certificates and authorisations</b>	NO 1 LICENCE 986/359 OF 7/06/01 NO 4 CONTRACT OF SALE NO 5 E OF 4/07/01 NO 2 BILL OF LADING 897532647 NO 4 INVOICES 902-014 OF 8/07/01 NO 2 INSURANCE POLICY P 8700 OF 01/07/01 NO 2 CERTIFICATE OF ORIGIN B 629546 OF 3/07/01 NO 2 CERTIFICATE OF QUALITY CQ 674901 OF 5/07/01 NO 2 PACKING SHEET NO 34-05
--	--

### 3) вказання особи, відповідальної за фінансове врегулювання

<b>Person responsible for financial settlement</b>
NEW YORK BANK, ORLANDO BRANCH 241 N ELM STR. ORLANDO FL 32887 B/A 6098431231 LOCAL CODE 15308955069

*4) повідомлення банківських реквізитів*

**Financial and banking data**

B/A 602323231  
LOCAL CODE 15308955069 IN NEW YORK BANK,  
ORLANDO BRANCH  
241 N ELM STR.  
ORLANDO FL 32887

*5) повідомлення подробиць підрахунку*

**B ACCOUNTING DETAILS**

CIF ORLANDO  
10,895 USD  
PAYMENT BY DRAFT AT 60 DAYS' SIGHT  
THROUGH NEW YORK BANK, ORLANDO  
BRANCH  
A/C 1744411290  
SWIFT CODE 16412019-823577



## II. WRITING AGENCY AGREEMENTS

### Exercise 1.

a) What kind of document is considered to have legal value and guarantees fulfilment of a foreign trade deal by the parties concerned? How do we call a contract concluded by a supplier and an agent? Have you ever seen an agency agreement made up in English? Do you know what parts it consists of?

Read the Information File of the Reference Guide on page 63 if you need.

b) The document given on pages 33 – 34 shows typical structure of an agency agreement. Read the agreement and say what type it is (sole or exclusive). What made you think so?

Now read the agency agreement again. Pay attention to its layout. Be prepared to answer the questions about it.

1. How many structural parts does the Agreement consist of?
2. What are these elements?
3. What does the Preamble include?
4. What is the Subject of the Agreement about?
5. How many Articles does the Agreement consist of? What are they?
6. What other articles do you think may be added to the Agreement? Why?
7. What does the Concluding Sentence express?
8. Whose Signatures, Titles and Legal Addresses are given after the Concluding Sentence?

Check your answers with the key.

# AGREEMENT

Headline

MEMORANDUM OF AGREEMENT made this 20th day of November 2001,

BETWEEN

**IPSA Industries Plc** of Manchester, Great Britain (*hereinafter called "the Principal"*)  
of the one part,

AND:

PHOTONICA of Kyiv, Ukraine

49 Predslavyns'ka St  
KYIV 03006  
UKRAINE

(*hereinafter called "the Agent"*) of the other part.

WHEREAS

1. The Principal manufactures measuring equipment. Such products are hereinafter called "the Products".
2. The Principal has agreed  
(a) to sell to the Agent such quantities as may be mutually agreed of the Products

as are defined by the Principal from time to time during the period of this Agreement, and  
(b) to appoint the Agent as an agent of the Products on the terms and conditions hereinafter described.

IT IS HEREBY AGREED AS FOLLOWS:

## Article 1. Territory

- (a) The Agent is hereby appointed an Agent of the Products for the resale thereof in the following territory (*hereinafter called "the Territory"*), namely UKRAINE which Territory may be altered by the Principal subject to not less than six months' notice in writing being given by the Principal to the Agent provided always that such alteration shall not exclude from the Territory as altered the principal place of business of the Agent.
- (b) The Agent shall purchase from the Principal for resale quantities of the Products on the terms and conditions hereinafter described and on such additional terms and conditions

Articles (1-8)

as may be actually agreed in writing from time to time during the period of the Agreement.

## Article 2. Period of the Agreement

The appointment as Agent shall commence on the 26th day of November 2001 and shall continue for one year and thereafter from year to year subject as hereinafter provided until terminated by not less than six months' notice in writing given at any time by either Party to the other.

Provided that

- (a) the Principal shall be entitled to terminate this appointment forthwith by immediate notice in any of the following events:

Preamble

Subject of the Agreement

- (i) if the Agent shall commit any breach of any of the provisions of this Agreement or shall fail to perform any of his obligations hereunder.
- (ii) if the Agent is in the opinion of the Principal insolvent or otherwise incapable of performing any of his obligations hereunder.

(b) In the event of termination of this Agreement by either Party from any cause whatsoever the Agent shall be responsible for the disposal of such stocks of the Products as are legally the Agent's property at the time of the termination of the said Agreement.

**Article 3. Delivery**

- (a) On delivery by the Principal of the Products sold by the Principal to the Agent in pursuance of this Agreement the Agent shall become the Owner of the Products.
- (b) The terms of delivery for each order for the Products placed by the Agent shall be mutually agreed at the time of ordering but in the absence of such agreement delivery for each order shall be deemed to be CIF KYIV.

**Article 4. Prices**

The Principal shall invoice the Products at the price operating at the date of despatch from the Principal's factory or warehouse in respect of each order made in pursuance of this Agreement and the Agent shall pay for the Products delivered as invoiced.

AS WITNESS the hands of an authorised officer of the Principal and the Agent the day and year first before written.

**Article 5. Payment**

The terms (including the amount of credit to be allowed by the Principal) and method of payment for the Products purchased by the Agent shall be from time to time prescribed by the Principal.

**Article 6. Selling Prices**

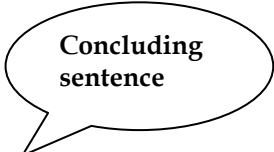
The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts from time to time recommended or agreed by the Principal.

**Article 7. Interpretation**

This Agreement and all sales of the Products by the Principal to the Agent in pursuance thereof shall be construed and take effect as contracts made in the United Kingdom of Great Britain and Northern Ireland and in accordance with the laws of the United Kingdom.

**Article 8. Notices**

Any notices to be given in connection with this agreement shall be deemed to be properly served if forwarded by post to the registered office of the Principal and to the registered office or last known address of the Agent.



FOR THE AGENT

FOR THE PRINCIPAL

*Witness for the Agent*  
 О. Заболотько  
 Oleksii Zabolot'ko  
 President  
 Photonica  
 49 Predslavyns'ka St  
 Kyiv 03006  
 UKRAINE



*Witness for the Principal*  
 S. Richardson  
 Steven Richardson  
 Managing Director  
 IPSA Industries Plc  
 25 King Edward VII St  
 Manchester M24 5BD  
 GREAT BRITAIN

**Exercise 2.**

Let's check if you can remember the typical layout of an agency agreement. Put the names of the structural elements of the agreement in the corresponding boxes given below. Check your answers with the key.

1.
2.
3.
4.
5.
6.

### Exercise 3.

To put together the following parts of the agency agreement shown below, use the typical layout of the agreement given in ex. 2. Example: 1 – C.  
Check your decision with the key.

**C** AGENCY AGREEMENT № 12

**E** This Agreement made this 1st day of September 2001, by and between Procter & Gamble (hereinafter “Principal”), and Savservice

**A** IN WITNESS WHEREOF, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.

**F** The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and particularly with respect to the sales of the Goods in Ukraine (hereinafter “Territory“).

**D** The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts from time to time recommended or agreed by the Principal.

**B** For and on behalf of the Agent:  
*Михайло Устименко*  
M. Ustymenko  
General Director

### Exercise 4.

a) Study the following ways of writing the Preamble of an agency agreement and find general or universe points for all of them. What must be said in the Preamble?

#### *Preamble*

#### *Преамбула*

1) Firm ..., Kyiv, hereinafter referred to as “the Principal” of the one part, and Company ..., Manchester, hereinafter referred to as “the Agent” of the other part, have concluded/have signed the present Agreement to the effect ... that/for the following/about the following: ...

2) ..., hereinafter referred to as “the Principal” of the one part, and ..., hereinafter referred to as “the Distributor” of the other part, have concluded/have signed the present Agreement for distributorship. The terms and conditions are as follows: ...

3) This Agreement made this 1st day of September 2001, by and between ... (hereinafter “the Principal”), and ... (hereinafter “the

1) Фірма ..., Київ, тут і надалі - “Принципал”, з одного боку, та компанія ..., Манчестер, тут і надалі - “Агент”, з іншого боку, уклали/підписали дану Угоду про наступне:

2) ..., тут і надалі - “Принципал”, з одного боку, та ..., тут і надалі - “Дистриб’ютор”, з іншого боку, уклали/підписали дану Угоду про дистриб’юторство. Умови є наступними: ...

3) Ця Угода, складена першого дня вересня 2001 року між та ... (тут і надалі - “Принципал”) і ... (тут і надалі - “Агент”),

Agent”), provides the following: ...

4) An agreement made this twenty-fifth day of May, 2001 BETWEEN ..., whose Registered office is situated at 250, Oxford Street, London W1 7TM (hereinafter called “the Principal”) of the one part, and ..., Kyiv, Ukraine (hereinafter called “the Agent”) of the other part, WHEREBY IT IS AGREED as follows: ...

5) MEMORANDUM OF AGREEMENT made this 8th day of April 2001, between ... (hereinafter called “the Company” of the one part), and ... (hereinafter called “the Distributor”) of the other part. WHEREAS: ...

забезпечує виконання наступних умов: ...

4) Угода складена двадцять п'ятого дня травня 2001 року між ..., що зареєстрована за адресою 250 Оксфорд Стріт, Лондон W1 7TM (тут і надалі - “Принципал”), з одного боку, та ..., Київ, Україна (тут і надалі - “Агент”), з іншого боку, в якій узгоджено про наступне: ...

5) Договір про Угоду складено восьмого дня квітня 2001 року між ... (тут і надалі - “Компанія”, з одного боку) та ... (тут і надалі - “Дистриб'ютор”, з другого боку). Беручи до уваги, що: ...

b) Now write the Preamble for the sole agency agreement to be signed on 16<sup>th</sup> October 2001, by and between the Principal (Chocolat Memlinck SA, 107 Franklin Roosevelt Avenue, Brussels B 1000, Belgium) and your company (M.O.V.A., 27 Krasnova St, Kyiv 03115, Ukraine).

### Exercise 5.

a) Study the following ways of writing the Subject of the Agreement and say what it tells about.

#### *Subject of the Agreement*

1) The Principal hereby appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating: ...

2) The Principal appoints the Agent as and from 1 September to be its sole agent in ... (hereinafter called “the Area”) for the sale of ... (hereinafter known as “the Goods”).

3) The Principal commissions the Agent and the Agent undertakes to act as an intermediary in rendering ... services and assistance to the Customer in ... including fulfilment of ...

4) The Principal manufactures ... (hereinafter called “the Products”) and has agreed to sell to the Distributor ...

5) The Principal has agreed to appoint the Distributor as a distributor of the Products on the terms and conditions hereinafter described.

6) The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and particularly with respect to the sales of the Goods in ... (hereinafter “the Territory”).

7) The Distributor is hereby appointed a distributor of the Products for the resale thereof

#### *Предмет угоди*

1) Цим Принципал призначає Агента своїм монопольним та ексклюзивним адміністративним Агентом з метою сприяння: ...

2) Принципал з 1 вересня призначає Агента своїм монопольним Агентом у/на ... (тут і надалі – Територія) для продажу ... (тут і надалі – Товари).

3) Принципал уповноважує Агента, а Агент зобов'язується діяти в якості посередника у наданні ... послуг та допомоги Замовнику під час ..., включаючи виконання ...

4) Принципал виробляє ... (тут і надалі – Продукція) і погоджується продати Дистриб'ютору ...

5) Принципал згоден призначити Дистриб'ютора дистриб'ютором продукції на умовах, що описані надалі.

6) Принципал наймає Агента для виконання певних адміністративних і агентських функцій від імені Принципала, зокрема, для продажу товарів у/на ... (тут і надалі – Територія).

7) Дистриб'ютор цим призначається дистриб'ютором Продукції для її продажу на

in the following territory (hereinafter called “the територія ... (тут і надалі – Територія). Territory”), namely ...

b) Now write Subject of the Agreement for sole agency between the principal and your company (see ex. 4). You will sell chocolates, which are manufactured by the Principal, in Ukraine.

**Exercise 6.**

- a) Look at the way the Signatures and Legal Addresses in the agency agreement of ex. 1 are written. What order are they written in?
- b) You are signing an agency agreement on behalf of your parties. Put on parallel lines your names and signatures and set out the Addresses and banking data. Before writing this part of the document, read through Language File 1 (page 64 – 65) of the Reference Guide.

Check your answer with the key.

These are your details:

Student A	Student B
<b>Agent</b>	<b>Principal</b>
<i>Name</i> – Peter Jensen	<i>Name</i> – Naomi Buttenburg
<i>Company position</i> – Managing Director	<i>Company position</i> – Vice-President
<i>Name of the company</i> – Interlink	<i>Name of the company</i> – KAD Productions nv
<i>Company’s registered office:</i> 250 Charing Cross Road, London WC1 4RD, England	<i>Company’s registered office:</i> 320 Tolsteegsingel, Holten 7451 HD, Netherlands
<i>Banking information:</i> account current 2006790 in London Branch of Lloyds Bank, Zip Code 4466321.	<i>Banking information:</i> account current 5487885633 in Bank of Amsterdam, Zip Code 781212845.

**Exercise 7.**

- a) Read the agency agreement given in ex. 1 again and say what its articles are telling about.
  - b) Match each of the following tasks of the writers with the appropriate articles of the document where the corresponding information must be included. Example: 1 – g.
- Check your decision with the key.

- |   |               |
|---|---------------|
| 1) to forbid to transfer the parties’ rights to a third person  | a) Prices     |
| 2) to allow 15 days for settlement of disputes before submitting the written request to the arbitration commission                                  | b) Payment    |
| 3) to indicate that the agent’s commission will be paid in the currency received from the customer within 30 days after the principal gets payments | c) Guarantees |
| 4) to state that the price for the goods will be CIF Kyiv, and  | d) Delivery   |

the total cost will amount to 25,000 GBP

5) to indicate that the delivery will be effected on CIF terms by air within 3 weeks from the first payment

6) to grant guarantee for the goods for the period of 12 months from the first delivery, but not more than 24 months from the date of signing the agreement

7) to enumerate all the circumstances, which are beyond the control and further fulfilment of obligations of the parties

e) Force Majeure

f) Settlement of Disputes and Arbitration

g) Miscellaneous

### Exercise 8.

Your colleague has prepared a draft for the agency agreement, but he is not sure about the names for its articles. Help him to solve this problem. Look at the following extracts from the articles of the agency agreement and give them suitable names. Arrange these parts of the document in their usual order so that to make the complete text of the agreement. Fill in each space with the number of order and the name for the corresponding article (see Language File 1 of the Reference Guide on pages 65 – 68).

Example.

1 – e; Preamble.

Remember that the Preamble, Subject of the Agreement, and Signatures and Legal Addresses are not named in the text of the document!

Check your decision with the key.

**a Article ...** .....  
Should any differences or disputes connected with the present Agreement arise between the Principal and the Agent, the Parties will strive to reach friendly settlement/to settle the question in an amicable way.

**b Article ...** .....  
Natural disasters, war and military operations of any sort, blockades, embargo, prohibition of exports, imports, epidemics and other circumstances beyond the control of the Parties are considered as force majeure.

**c ...** .....  
IN WITNESS WHEREOF, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.

PE LEADER 9+5  
PO Box 54  
Kyiv 04210  
UKRAINE  
a/c 26003200000910  
in Minsky District Bank of Kyiv  
Zip code 322131  
*Альвина Карп'юк*  
A. Karp'iuk  
Director Generale

Intermec Technologies Corporation  
550 2<sup>nd</sup> Street SE  
Cedar Rapids  
Iowa 52401  
USA  
a/c 3193693100  
in Iowa Branch of Bank of New York  
**Keith Robins**  
K. Robins  
Chief Executive Officer



**d Article ...** .....

Any alterations and amendments to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both Parties concerned.

The present Agreement was signed in Kyiv, on 16 March 2001 in two copies in English.

**e ...** .....

Firm PE LEADER 9+5 of Kyiv, Ukraine, hereinafter referred to as “the Principal” of the one part, and Intermec Technologies Corporation, Cedar Rapids of Iowa, USA, hereinafter referred to as “the Agent” of the other part have concluded the present Agreement to the effect that:

**f Article ...** .....

The terms and method of payment for the Products purchased by the Agent shall be from time to time prescribed by the Principal.

**g Article ...** .....

The Principal shall deliver the Goods to the Agent in dates, indicated in Appendix 2 to the present Agreement. On delivery by the Principal of the Goods sold by the Principal to the Agent in pursuance of this Agreement the Agent shall become the Owner of the Goods.

**h Article ...** .....

The Principal guarantees the quality of the delivered Goods for ten months from the first delivery, but for not more than ... months under favourable conditions of its storing and handling.

**i Article ...** .....

The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts from time to time recommended or agreed by the Principal.

**j ...** .....

The Principal commissions the Agent and the Agent undertakes to act as an intermediary in selling the oil-refining equipment in Cedar Rapids of Iowa, USA (hereinafter called “the Territory”).

### Exercise 9.

A week ago you asked your more experienced colleague to send you instructions on drawing up an agency agreement. These are the “Golden Rules” for drawing up the document, which you have received from him by fax (see page 41). Unfortunately, something has gone wrong with your fax machine, and some of the words have been lost. Complete the list with suitable words.

Check your decision with the key.

### **“GOLDEN RULES”**

#### **for drawing up an agency agreement**

1. Give an agreement A **HEADING** to show what kind of document it is.
2. Decide what you are going to say before you start to write an agreement. You should always plan ahead and negotiate the text with your counteragent.
3. Put each new conditions and terms of the deal in a separate paragraph.
4. Number and name each article (except for .....**(1)**....., .....**(2)**....., and .....**(3)**.....)
5. Keep the following order in drawing up the document:
  - 1) Preamble; 2) Subject of the Agreement; 3) .....**(4)**.....; 4) .....**(5)**.....;
  - 5) .....**(6)**.....; 6) .....**(7)**.....; 7) .....**(8)**.....; 8) .....**(9)**.....;
  - 9) .....**(10)**.....; 10) Signatures and Legal Addresses.
6. In the .....**(11)**..... put the names of the parties, the place where they are from and the date of drawing up the document.
7. The roles, functions, tasks of each party and the territory of their activities are first introduced in the .....**(12)**.....
8. State the price for the merchandise or services, discounts, and rights of the parties to change the price in .....**(13)**.....
9. In the article .....**(14)**..... state size of agent’s commission, method and time of payment for the goods or services.
10. The .....**(15)**..... of the quality of the goods and the term of the .....**(16)**..... period for the goods is stated in “Guarantees”.
11. Terms and time of .....**(17)**..... of the goods is covered by the article “Delivery”.
12. ....**(18)**..... describes different circumstances beyond the parties’ control.
13. The question of settlement of possible disputes and arguments is discussed in .....**(19)**.....
14. Other information such as transference of the parties’ rights to other people, amendments and addenda to the agreement, further correspondence, number of copies of the document, the language it is written and so on are included in the clause .....**(20)**.....
15. Finish the document with the testifying statement followed by .....**(21)**..... of the authorized representatives of the parties and .....**(22)**..... of the contracting companies.

### **Exercise 10.**

a) Read carefully the following universal phrases which are normally used for each part of an agency agreement.

#### ***1. Preamble***

#### ***Прембула***

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1) Firm ..., Kyiv, hereinafter referred to as “the Principal” of the one part, and Company ..., Manchester, hereinafter referred to as “the Agent” of the other part, have concluded/have signed the present Agreement to the effect that/for the following/about the following: ...</li><li>2) This Agreement made this 1st day of September 2001, by and between ... (hereinafter “the Principal”), and ...</li></ol> | <ol style="list-style-type: none"><li>1) Фірма ..., Київ, тут і надалі - “Принципал”, з одного боку, та компанія ..., Манчестер, тут і надалі - “Агент”, з іншого боку, уклали/підписали дану Угоду про наступне: ...</li><li>2) Ця Угода, складена першого дня вересня 2001 року між та ... (тут і надалі - “Принципал”) і ... (тут і надалі - “Агент”),</li></ol> |
|---|---|

(hereinafter “the Agent”), provides the following: ...

- 3) An agreement made this twenty-fifth day of May, 2001 BETWEEN ..., whose Registered office is situated at 250, Oxford Street, London W1 7TM (hereinafter called “the Principal”) of the one part, and ..., Kyiv, Ukraine (hereinafter called “the Agent”) of the other part, WHEREBY IT IS AGREED as follows: ...
- 4) MEMORANDUM OF AGREEMENT made this 8th day of April 2001, between ... (hereinafter called “the Company” of the one part), and ... (hereinafter called “the Distributor”) of the other part. WHEREAS: ...

## ***2. Subject of the Agreement***

- 1) The Principal hereby appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating: ...
- 2) The Principal appoints the Agent as and from 1 September to be its sole agent in ... (hereinafter called “the Area”) for the sale of ... (hereinafter known as “the Goods”).
- 3) The Principal commissions the Agent and the Agent undertakes to act as an intermediary in rendering ... services and assistance to the Customer in ... including fulfilment of ...
- 4) The Principal has agreed to appoint the Distributor as a distributor of the Products on the terms and conditions hereinafter described.
- 5) The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and particularly with respect to the sales of the Goods in ... (hereinafter “the Territory”).
- 6) The Distributor is hereby appointed a distributor of the Products for the resale thereof in the following territory (hereinafter called “the Territory”) namely ..., for the period of ... years.

## ***3. Price***

- 1) The total cost of the Agreement shall amount to ... .
- 2) The price shall imply CIF Kyiv.
- 3) The price shall be firm and fixed and shall not be subject to any alterations.

забезпечує виконання наступних умов: ...

- 3) Угода складена двадцять п'ятого дня травня 2001 року між ..., що зареєстрована за адресою 250 Оксфорд Стріт, Лондон W1 7TM (тут і надалі - “Принципал”), з одного боку, та ..., Київ, Україна (тут і надалі - “Агент”), з іншого боку, і в якій узгоджено про наступне: ...

- 4) Договір про Угоду складено восьмого дня квітня 2001 року між ... (тут і надалі - “Компанія”, з одного боку) та ... (тут і надалі - “Дистриб'ютор”, з другого боку). Беручи до уваги, що: ...

## ***Предмет угоди***

- 1) Цим Принципал призначає Агента своїм монопольним та ексклюзивним адміністративним Агентом з метою сприяння: ...
- 2) Принципал з 1 вересня призначає Агента своїм монопольним Агентом у/на ... (тут і надалі – Територія) для продажу ... (тут і надалі – Товари).
- 3) Принципал уповноважує Агента, а Агент зобов'язується діяти в якості посередника у наданні ... послуг та допомоги Замовнику під час ..., включаючи виконання ...
- 4) Принципал згоден призначити Дистриб'ютора дистриб'ютором продукції на умовах, що описані надалі.
- 5) Принципал наймає Агента для виконання певних адміністративних і агентських функцій від імені Принципала, зокрема, для продажу товарів у/на ... (тут і надалі – Територія).
- 6) Дистриб'ютор цим призначається дистриб'ютором Продукції для її продажу на території ... (тут і надалі – Територія) строком на ... роки.

## ***Ціна***

- 1) Загальна ціна Угоди складає ... .
- 2) Ціна розуміється як СІФ Київ.
- 3) Ціна є твердою та встановленою і не підлягає ніяким змінам.

- 4) The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts from time to time recommended or agreed by the Principal.
- 4) Агент не продаватиме Продукцію за цінами, що підлягають знижкам, більшими або меншими, ніж у межах максимальної ціни та мінімальної знижки, які час від часу рекомендує або узгоджує Принципал.

#### *4. Payment*

#### *Умови платежу*

- 1) Payment under the present Agreement shall be effected by the Agent by means of ... against presentation by the Principal the following documents to the bank: ...
- 1) Платежі за даною Угодою будуть здійснюватися Агентом через ... проти представлення Принципалом банку наступних документів: ...
- 2) The terms and method of payment for the Products purchased by the Distributor shall be from time to time prescribed by the Principal.
- 2) Умови та спосіб платежу за Продукцію, придбану Дистриб'ютором, час від часу призначаються Принципалом.
- 3) The Principal will allow the Agent the following commissions ...% on all sales over \$ ... per annum. The said commission will be payable every three months on the amounts actually received by, or credited to, the Principal.
- 3) Принципал надає Агенту наступні комісійні у розмірі ... % від загального продажу, який складатиме понад \$ ... за рік. Вказані комісійні будуть сплачуватися щоквартально за фактично отриману Принципалом або взяту на виплат у Принципала кількість.
- 4) The commission shall be paid to the Agent in the currency received from the Customer against signed Contracts within ... days after the Principal gets payments from the Customer for the relevant services.
- 4) Комісійні виплачуватимуться Агенту в валюті, отриманій від Замовника, проти підписаних Контрактів протягом ... днів після отримання Принципалом платежів від Замовника за відповідні послуги.
- 5) The Principal shall remit the above-mentioned sums of the commission through the ... Bank, Kyiv, to the Agent's account with the ... Bank, the Haag.
- 5) Принципал переказує вказані суми комісійних через ... Банк м. Києва на рахунок Агента у ... Банку м. Гаага.
- 6) In consideration of the service to be performed by the Agent under this Agreement, the Agent shall be entitled to a monthly commission equal to ...% of expenses incurred, and reimbursement of the cost of all charges incurred in performing its obligations under this Agreement.
- 6) Стосовно послуг, що надаються Агентом за цією Угодою, Агент має право на щомісячні комісійні, еквівалентні ...% від отриманих збитків, та на відшкодування вартості всіх витрат, пов'язаних з виконанням обов'язків за цією Угодою.
- 7) The commissions will be reviewed every quarter.
- 7) Розмір комісійних буде переглядатися щоквартально.
- 8) The commission covers all the expenses incurred by the Agent in connection with the implementation hereof.
- 8) Сума комісійних охоплює всі витрати Агента, що пов'язані з виконанням умов Угоди.
- 9) The Principal will allow the Agent all expenses incurred in the carriage, packing, promotion and advertising of the Goods.
- 9) Принципал сплачує Агенту всі витрати на перевезення, пакування, просування та рекламування Товарів.
- 10) Customer Orders shall require payment to be made in convertible hard currency, but if the Principal consents to payment being
- 10) Платежі за замовленнями клієнтів повинні здійснюватися у твердій конвертованій валюті, але якщо

made in any other form (including tender by the Customer of a commodity), then it shall be the responsibility of the Agent to procure conversion of the same into hard currency.

### **5. Guarantees**

- 1) The Goods to be delivered under the present Agreement shall be in full conformity with the standards in force in ...
- 2) The Principal shall guarantee the quality of the delivered Goods for ... months from the first delivery, but for not more than ... months under favourable conditions of their storing and handling.
- 3) If during the guarantee period the Goods prove to be defective, the Principal at his cost shall eliminate defects within the shortest possible time or replace the defective Goods.

### **6. Delivery**

- 1) The Principal shall deliver the Goods to the Agent in dates indicated in Appendix №... to the present Agreement.
- 2) Delivery of the Goods under the present Agreement shall be effected under the shipping documents indicated in Appendix №... to the present Agreement.

### **7. Force Majeure**

- 1) Natural disasters, war and military operations of any sort, blockades, embargo, prohibition of exports, imports, epidemics and other circumstances beyond the control of the Parties are considered as force majeure.
- 2) Should any force majeure circumstances arise, which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent owing to such circumstances.
- 3) The Parties have the right to extend the time stipulated for the fulfilment of the

Принципал погоджується, платежі можуть мати будь-яку іншу форму (включаючи бартерний обмін продукцією Замовника), у такому разі, Агент відповідає за забезпечення переведення платежу в тверду валюту.

### **Гарантії**

- 1) Товари, які постачаються за даною Угодою, повинні повністю відповідати дійсним стандартам ... (*назва країни*).
- 2) Принципал гарантує якість поставлених Товарів терміном на ... місяців, починаючи зо дня першої поставки, але не більше, ніж ... місяців за умови сприятливого зберігання та правильного поводження з ними.
- 3) Якщо протягом гарантійного строку в Товарах будуть виявлені дефекти, то Принципал усуває їх за свій рахунок за найбільш короткий строк або проводить заміну дефектних Товарів.

### **Умови постачання**

- 1) Принципал поставлятиме Товари Агенту в строки, які вказані в Додатку №... до даної Угоди.
- 2) Постачання Товарів за даною Угодою проводиться за документами відвантаження, які вказані у Додатку №... до даної Угоди.

### **Форс-мажор**

- 1) Під форс-мажорними обставинами розуміються стихійні лиха, війна та військові дії будь-якого характеру, блокади, ембарго, заборона експорту та імпорту, епідемія та інші обставини надзвичайного характеру, які Сторони не могли передбачити під час виконання Угоди.
- 2) Жодна із Сторін не буде вважатися відповідальною за невиконання своїх обов'язків за Угодою в той мірі, в якій виконання таких обов'язків затримується або порушується обставинами форс-мажору.
- 3) Сторони мають право перенести терміни виконання Угоди на період, протягом

Agreement by a period equal to that during which force majeure circumstances last.

якого будуть діяти обставини форс-мажору.

### ***8. Settlement of Disputes and Arbitration***

### ***Вирішення суперечок та арбітраж***

- 1) Should the Agent fail to fulfil the obligations stipulated by the present Agreement, the Principal reserves the right to negotiate with the interested persons in a direct manner.
  - 2) Should any differences or disputes connected with the present Agreement arise between the Principal and the Agent, the Parties will strive to reach friendly settlement/to settle the question in an amicable way.
  - 3) Should such friendly settlement appear impossible and the Parties fail to reach an agreement within ... days in the manner of arrangement, the disputes will be submitted for the consideration of Parity Commission composed of ... persons, ... persons from each Party.
  - 4) The Parity Commission will be set up within ... days from the date of a written request from one of the Parties hereto.
  - 5) Should the Parity Commission fail to settle the dispute within ... days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within ... days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court of the ... Trade Chamber, the decisions of which will be final, liable to no protest, appeal and irrevocability and will be obligatory for/binding upon both Parties.
- 1) Якщо Агенту не вдається виконання зобов'язань, обумовлених даною Угодою, Принципал залишає право вести переговори безпосередньо із зацікавленими особами.
  - 2) Якщо між Принципалом і Агентом виникають непорозуміння та суперечки за даною Угодою, Сторони намагаються врегулювати їх мирним шляхом.
  - 3) Якщо таке врегулювання стає неможливим і Сторонам не вдається досягти згоди протягом ... днів, суперечки подаються на розгляд до Паритетної Комісії, яка складається з ... осіб, по ... особи від кожної Сторони.
  - 4) Паритетна Комісія створюється протягом ... днів зо дня письмового запиту однієї із Сторін з цього приводу.
  - 5) Якщо Паритетна Комісія не може врегулювати суперечку протягом ... днів з дати її створення, або якщо одна із Сторін не може призначити до Паритетної Комісії свого представника протягом ... днів, то за письмовим запитом однієї із Сторін суперечка подається на розгляд до Арбітражного суду ... Торгової Палати, рішення якої є кінцевими, не підлягають оскарженню, а також є незмінними та обов'язковими для обох Сторін.

### ***9. Other Terms***

### ***Інші умови***

- 1) The appointment as Distributor shall commence on the ... day of ... 20\_\_ and shall continue for one year and thereafter from year to year subject as hereinafter provided until terminated by not less than six months' notice in writing given at any time by either Party to the other.
  - 2) The Agent shall not, without preliminary commission of the Principal in writing, enter upon any agreements or sign documents, which may give rise to new
- 1) Призначення Дистриб'ютора набуває чинності з ... дня ... 20\_\_ року терміном на один рік і підлягає наступним продовженням з року у рік, якщо не припиняється попереднім письмовим повідомленням не пізніше, ніж за шість місяців, наданим у будь-який час однією Стороною іншій.
  - 2) Агент без попереднього доручення Принципала не вступає до будь-яких угод або не підписує документи, що можуть призвести до нових зобов'язань з боку

- |   |  |
|---|--|
| <p>obligations on the part of the Principal or change the obligations already existing.</p> <p>3) The present Agreement is of a private nature and the Agent is not entitled to transfer his rights and obligations under this Agreement to a third party.</p> <p>4) Any alterations and amendments to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both Parties concerned.</p> <p>5) After the Agreement has been signed all the previous negotiations and correspondence pertaining to it become null and void.</p> <p>6) The present Agreement comes into force from the date of its signing and shall be valid for the period of ...</p> <p>7) The present Agreement shall be valid from the date of its signing.</p> <p>8) The present Agreement was signed in Kyiv, on 16 March 2001 in two copies in English.</p> <p>9) This Agreement is made in 4 copies (two in Ukrainian and two in English for each Party), both texts being equally authentic.</p> | <p>Принципала або змінити ті, що вже існують.</p> <p>3) Дана Угода має приватний характер і Агент не має права передавати свої обов'язки та права за Угодою третій стороні.</p> <p>4) Будь-які зміни та доповнення до даної Угоди є дійсними, якщо вони зроблені у письмовій формі та належним чином підписані уповноваженими представниками обох Сторін.</p> <p>5) Після підписання Угоди всі попередні переговори та листування, що передували їй, втрачають свою чинність.</p> <p>6) Дана Угода набуває чинності з дати її підписання та є дійсною терміном ...</p> <p>7) Дана Угода набуває чинності з дати її підписання.</p> <p>8) Дану Угоду складено у м. Києві 16 березня 2001 року англійською мовою в двох примірниках.</p> <p>9) Дану Угоду складено в 4-х примірниках (два українською мовою і два – англійською для кожної із Сторін), обидва тексти мають однакову автентичну силу.</p> |
|---|--|

#### **10. Concluding sentence**

*( засвідчення факту складання документа)*

#### **Заключне речення**

- |   |  |
|---|--|
| <p>1) IN WITNESS WHEREOF, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.</p> <p>2) AS WITNESS the hands of an authorized officer of the Principal and the Agent the day and year first before written.</p> | <p>1) Про що Принципал і Агент від свого імені далі належним чином свідчать підписами уповноважених осіб.</p> <p>2) День та рік укладання (<i>документу</i>) від імені Принципала і Агента власноруч засвідчують уповноважені особи.</p> |
|---|--|
- b) Chose and use suitable formulae from those given above in the following situations:
- 1) you are drawing up an agency agreement for two years (*Other Terms*);
  - 2) you are specifying that Ukraine is the area for distributorship (*Subject of the Agreement*);
  - 3) you are indicating that the payment for the goods is L/C upon presentation of the commercial documents (invoice, B/L, quality certificate, packing list) (*Payment*);
  - 4) you are specifying the size of your commission (*Payment*);
  - 5) you are indicating that the principal will pay 100% of advertising (*Payment*);
  - 6) you are announcing about concluding an agency agreement between your principal and you (*Preamble*);
  - 7) you are testifying that your agreement is a legal document (*Concluding sentence*);
  - 8) you are deciding about circumstances beyond your control (*Force Majeure*);

- 9) you are appointing a commission for settlement of possible conflicts (*Settlement of Disputes and Arbitration*);
- 10) you are specifying time of delivery of the goods (*Delivery*);
- 11) you are requiring a guarantee of the goods' quality from your principal (*Guarantees*);
- 12) the price for the goods has been agreed to be C+F Kyiv (*Price*);
- 13) the total cost for the goods is 10,000 USD (*Price*);
- 14) you mustn't conduct any negotiations and sign any contracts with other companies (*Other Terms*);
- 15) your agreement is valid for two years (*Other Terms*);
- 16) the document is to come into force from today's date and may continue under certain conditions (*Other Terms*).

### **Exercise 11.**

You are explaining the meaning of the sentences, which you have used in ex. 10, to your less experienced colleague. Before doing this, prepare your version for each sentence: rewrite it in a simpler, more everyday style.

Example.

You have written:

*The Agent shall not, without preliminary commission of the Principal in writing, enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations already existing.*

You will explain the meaning of the sentence above in the following way:

*The Agent mustn't have any talks or sign any documents with other counteragents without written consent of the Principal.*

### **Exercise 12.**

These are the extracts from an agency agreement that your colleague has written. His draft is not perfect. Decide what can be improved in the document, and rewrite these extracts, using suitable formulae from ex. 10a.

Compare your decision with the key.

1.

The Agreement was made on the 11<sup>th</sup> of September in 2001 by Pilsner Urquell AS, Plzen, Czech Republic (hereinafter "Principal") and M.O.V.A., Kyiv, Ukraine (hereinafter "Agent"), and it provides this:

2.

The Principal doesn't object to appoint the Agent as an agent of his Products on following the terms.

3.

The price is CIF Kyiv. It is firm and no alterations are allowed. The Agent cannot resell the Products at bigger prices and lower discounts than those of the Principal's.



4.

The Principal appoints the terms and way of payment for the Products.

The Principal gives the Agent the commissions in size of 15% on \$20,000 for each year. This commission is paid every month on the quantities, which the Principal may receive or credit.

Orders from Customers must be made in convertible currency, but if the Principal agrees to receive payment in other form (for example, tender by the Customer), then the Agent must convert this payment into suitable currency.

5.

The Principal can give guarantee of the quality of the Products for 6 months from their first delivery, but not more than 12 months if they are stored and handled correctly.

6.

Delivery of the Products must be done according to the documents, which are enumerated in Appendix № 2.

7.

If some unforeseen situations happen and destroy fulfilment of the Agreement, neither the Principal, nor the Agent is responsible for this.

8.

If the Parity Commission cannot resolve the argument during 10 days from the date of its opening, or Parties don't appoint their representatives within 5 days, the argument must be referred to the Arbitration Court of the Ukrainian Trade Chamber. The decision of the Arbitration Court is considered to be final, no protest, appeal and no answer. It is binding upon both Parties.

9.

After signing this Agreement all negotiations and letters are considered illegal.

This Agreement will start to be legal from this date and will work for 3 years.

10.

To prove that this document is legal, the Parties give their names and sign the agreement.

### **Exercise 13.**

Read the following extracts from an agency agreement paying attention to the underlined words and phrases. Decide what for they are used. Are the similar words and phrases found in Ukrainian legal documents?

Firm BOSS Trading Ltd, Kyiv, hereinafter referred to as (*тут і надалі відома як*) "the Principal" of the one part (*з одного боку*), and (*та*) Company BITE Inc., Houston, USA,

hereinafter referred to as (*тут і надалі відома як*) “the Agent” of the other part (*з іншого боку*) have concluded the present Agreement to the effect that (*про наступне*):

...

The Principal hereby (*цим*) appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating sales of electronic equipment produced by the Principal (hereinafter (*тут і надалі*) known as “the Equipment”) in Houston, Texas, USA (hereinafter (*тут і надалі*) called “the Area”).

...

The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and (*та*) particularly (*зокрема*) with respect to (*стосовно*) the sales of the Equipment in the Area.

...

In consideration of (*стосовно*) the service to be performed by the Agent under this Agreement the Agent shall be entitled to a monthly commission equal to 13% of expenses incurred, and (*та*) reimbursement of the cost of all charges incurred in performing its obligations under this Agreement. The commission covers all the expenses incurred by the Agent in connection with (*у зв'язку з*) the implementation hereof (*звідси*).

...

Should any force majeure circumstances arise, which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent owing to (*через*) such circumstances.

...

Should such friendly settlement appear impossible and (*та*) the Parties fail to reach an agreement within 10 days in the manner of arrangement, the disputes will be submitted for the consideration of Parity Commission composed of 4 persons, 2 persons from each Party. The Parity Commission will be set up within 7 days from the date of a written request from one of the Parties hereto (*з цього приводу*).

...

The appointment as Agent shall commence on the 5th day of December 2001 and shall continue for one year and thereafter (*та надалі*) from year to year subject as hereinafter provided until (*за умови якщо не*) terminated by not less than six months' notice in writing given at any time by either Party to the other.

...

IN WITNESS WHEREOF (*про що*), the Principal and the Agent have caused their names to be signed by persons hereunto (*надалі*) duly authorized.

#### **Exercise 14.**

Read the following extracts from an agency agreement paying special attention to communication signals (they are in italics). Decide what communication signals (CS) in each extract mean choosing the appropriate answer.

Check your decision with the key.

1. Firm BOSS Trading Ltd, Kyiv, *hereinafter referred to as* “the Principal” of the one part, and Company BITE Inc., Houston, USA, *hereinafter referred to as* “the Agent” of the other part have concluded the present Agreement to the effect that ...

This CS refers to:

- a) BOSS Trading Ltd;
- b) the rest of the document;
- c) the Principal.

2. Firm BOSS Trading Ltd, Kyiv, hereinafter referred to as “the Principal” of the one part, and Company BITE Inc., Houston, USA, hereinafter referred to as “the Agent” of *the other part* have concluded the present Agreement to the effect that ...

This CS refers to:

- a) BOSS Trading Ltd;
- b) BITE Inc.;
- c) the rest of the document.

3. Firm BOSS Trading Ltd, Kyiv, hereinafter referred to as “the Principal” of the one part, and Company BITE Inc., Houston, USA, hereinafter referred to as “the Agent” of the other part have concluded the present Agreement *to the effect that* ...

This CS refers to:

- a) the Principal;
- b) the Agent;
- c) the rest of the document.

4. The Principal *hereby* appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating sales of electronic equipment produced by the Principal (hereinafter known as “the Equipment”) in Houston, Texas, USA (hereinafter called “the Area”).

This CS means:

- a) it is appointed in the document;
- b) the Principal appoints by this document.

5. The Principal hereby appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating sales of electronic equipment produced by the Principal (*hereinafter* known as “the Equipment”) in Houston, Texas, USA (hereinafter called “the Area”).

This CS refers to:

- a) the Principal;
- b) the Agent;
- c) the equipment;
- d) the sales.

6. The Principal hereby appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating sales of electronic equipment produced by the Principal (hereinafter known as “the Equipment”) in Houston, Texas, USA (*hereinafter* called “the Area”).

This CS refers to:

- a) the sales;
- b) the Equipment
- c) Houston;
- d) Texas;
- e) USA.

7. The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and *particularly* with respect to the sales of the Equipment in the Area.

This CS refers to:

- a) the Principal;
- b) the Agent;
- c) the Equipment;
- d) the sales;
- e) the Area.

8. The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and *particularly with respect to* the sales of the Equipment in the Area.

This CS refers to:

- a) the Equipment;
- b) the sales;
- c) the Area.

9. *In consideration of* the service to be performed by the Agent under this Agreement the Agent shall be entitled to a monthly commission equal to 13% of expenses incurred, and reimbursement of the cost of all charges incurred in performing its obligations under this Agreement.

This CS refers to:

- a) the Agent;
- b) the Agent's service;
- c) the Agreement;
- d) the commission.

10. The commission covers all the expenses incurred by the Agent *in connection with* the implementation hereof.

This CS refers to:

- a) the commission;
- b) the expenses;
- c) the Agent;
- d) the Agent's obligations under the Agreement.

11. The commission covers all the expenses incurred by the Agent in connection with the implementation *hereof*.

This CS means execution:

- a) of the above mentioned terms of the Agreement;
- b) of the commission;
- c) of the expenses.

12. Should any force majeure circumstances arise, which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent *owing to* such circumstances.

This CS refers to:

- a) the Parties;
- b) the non-fulfilment of their liabilities;
- c) force majeure circumstances.

13. Should such friendly settlement appear impossible and the Parties fail to reach an agreement within 10 days in the manner of arrangement, the disputes will be submitted for the consideration of Parity Commission composed of 4 persons, 2 persons from each Party. The Parity Commission will be set up within 7 days from the date of a written request from one of the Parties *hereto*.

This CS refers to:

- a) the disputes;
- b) unsuccessful settlement of the disputes;
- c) the Parity Commission;
- d) a written request

14. The appointment as Distributor shall commence on the 5th day of December 2001 and shall continue for one year and *thereafter* from year to year subject as hereinafter provided until terminated by not less than six months' notice in writing given at any time by either Party to the other.

This CS means that the agreement can be terminated:

- a) only after this period;
- b) at any time within this period.

15. The appointment as Agent shall commence on the 5th day of December 2001 and shall continue for one year and thereafter from year to year *subject as hereinafter provided until* terminated by not less than six months' notice in writing given at any time by either Party to the other.

This CS means that the agreement shall continue:

- a) if the parties inform each other about this in writing during the period of six months;
- b) if the parties don't inform each other about this in writing during the period of six months;
- c) if the parties don't inform each other about its termination in writing during the period of six months.

16. IN WITNESS *WHEREOF*, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.

This CS refers to:

- a) the Principal;
- b) the above of the document;
- c) the Agent.

17. IN WITNESS *WHEREOF*, the Principal and the Agent have caused their names to be signed by persons *hereunto* duly authorized.

This CS means that:

- a) the parties' representatives are authorized to sign the document;
- b) the parties' representatives' names are followed by their signatures;
- c) the parties' representatives sign the document.

### Exercise 15.

Match the following words and phrases with their definitions.

A small **hint**: two-word signals sometimes speak for themselves (e.g. *where+abouts* = *whereabouts* = in or near what place; *where+upon* = *whereupon* = after which; and then, etc.)

Check your decision with the key.

- |                        |  |
|------------------------|--|
| 1. in consideration of | a) of that                                 |
| 2. hereinafter         | b) regarding the fact                      |
| 3. hereby              | c) of this                                 |
| 4. provided that       | d) as an immediate result of that          |
| 5. thereafter          | e) in that place                           |
| 6. prior to            | f) by that means or action                 |
| 7. hereof              | g) in contrast or comparison with the fact |
| 8. hereto              | h) in any place                            |
| 9. wherein             | i) to this                                 |
| 10. whereas            | j) in accordance with                      |
| 11. therein            | k) if something happens                    |
| 12. thereof            | l) as a result of this; by this            |
| 13. thereby            | m) by which                                |
| 14. wherever           | n) in which respect                        |
| 15. otherwise          | o) from now on in this document            |
| 16. whereby            | p) before                                  |
| 17. in pursuance of    | q) on condition that                       |
| 18. whatsoever         | r) not in any similar form                 |
| 19. in the event of    | s) after that                              |
| 20. thereunder         | t) in different or opposite circumstances  |

**Exercise 16.**

a) Read the agency agreement given in ex. 1 again. Find communication signals used in it and copy them out on a separate sheet of paper.

b) Look through the chart given below and mark with the sign √ those signals which you have found in the agreement.

Check your decision with the key.

1. SEQUENCING	2. REFERRING	3. DETAILING	4. OPPOSING
after	according to	about the following	but
and	as	as follows	despite
before	as per	for the following	except
consequently	as specified	hereinafter	except as otherwise
hereby	as well as	hereto	if
hereof	concerning	hereunder	of the one part
hereon	hereby	herewith	of the other part
hereunder	herein	in case of	on the one hand
hereupon	hereinafter	including	on the other hand
herewith	hereof	in consideration of	on the part of
insofar	hereon	in particular	otherwise
in the circumstances	hereto	in such a case	provided that
in the first place	in accordance with	in the event of	subject as hereinafter
in this case	in conformity with	in the following manner	provided until
prior to	in connection with	namely	though
should	in consideration of	particularly	unless
then	in pursuance of	subject to	until
thereafter	in relation to	such as	whatsoever
thereby	in respect of	thereafter	whenever
therefrom	in this connection	therein	whenever
therein	owing to	thereof	whereas
thereof	regarding	thereto	whereat
thereon	relating to	thereunder	wherefore
thereout	therein	thereupon	wheresoever
thereto	thereof	to the effect that	whereupon
theretofore	therfrom	to the following	whichever
thereunder	with respect to	whereat	whichever
whereat	whereas	whereby	whoever
whereby	whereof	wherein	
whereof	whereupon	whereof	
		whereupon	
		wherewith	

**Exercise 17.**

Read the following extracts from an agency agreement prepared by your counteragent. They need some improvement because the necessary CS are missing. Insert the appropriate CS from the list on page 55. Decide where exactly you should put these signals.

Check your decision with the key.

in the event of	and	whatsoever	as follows
with respect to	particularly	unless as otherwise	according to
hereof	hereby	but	except
hereinafter ( <i>four times</i> )	in pursuance of	provided that	herein
in consideration of	due to	in respect of	until
the following	thereunder	such as	

This agreement made this 3<sup>rd</sup> day of September 2001, by and between Market Leader of Edmonton, Alberta, CANADA (....(1).... “the Principal”) and Saturn Ltd of Kyiv, UKRAINE (....(2).... “the Agent”) for ....(3).... :

The Principal ....(4).... engages the Agent to carry out certain administrative and agency functions on behalf of the Principal ....(5).... ....(6).... ....(7).... the sales of the fast moving goods, ....(8).... sugar, coffee, confectionary, alcohol and cigarettes (....(9).... “the Products”) in Ukraine (....(10).... “the Territory”).

....(11).... the subject of the present Agreement the Agent is obliged ....(12).... :

The payment from the Customer ....(13).... Clause 5.1 shall be the responsibility of the Principal, ....(14).... the Agent will be specifically instructed by the Principal on other appropriate means of all sums ....(15).... the Customer ....(16).... .

It shall be the responsibility of the Agent to place the Customer’s orders ....(17).... no supply orders shall be confirmed ....(18).... the Agent has obtained payment ....(19).... the corresponding Customer’s order in cash or letter of credit.

....(20).... the service to be performed by the Agent under the present Agreement, the Agent shall be entitled to receive reimbursement of the expenses incurred ....(21).... .

The Agent shall not have the right to assign or transfer the present Agreement, ....(22).... the Principal shall be entitled to transfer its rights under the present Agreement to a successor.

All information contained ....(23).... shall be kept strictly confidential and not be reproduced in any manner ....(24)...., ....(25).... to those persons directly involved with the closing of this transaction.

....(26).... non-performance of the present Agreement, the responsible Party shall be subject to prosecution to the fullest extent available at law as well as damages for non-performance to the suffered Party.



### Exercise 18.

To succeed in writing agency agreements you should be able to use some set phrases frequently used in legal documents, e.g. *to appoint the Agent, the registered office, is mutually agreed, etc.*

Find a word in the text of the agency agreement from ex. 1 to complete the following set phrases.

Check your decision with a partner or partners, then – with the key.

1. hereinafter c.....
2. m..... agreed
3. from time to t.....
4. a..... the Agent as an a.....
5. on the t..... and c.....
6. h..... described
7. it is h..... agreed as f.....
8. which Territory may be a.....
9. six monts' n..... in w.....
10. p..... of business
11. may be a..... agreed in writing
12. the a..... as Agent
13. shall c..... on the 26<sup>th</sup> day of November
14. be e..... to terminate this appointment
15. i..... notice
16. commit any b.....
17. f..... to perform any of his o.....
18. is i..... of performing
19. either P.....
20. from any c.....
21. the d..... of such stocks
22. time of the t.....
23. be d..... to be CIF
24. i..... the Products
25. at the p..... operating
26. at the date of d.....
27. time p..... by the Principal
28. prices in e..... of discounts
29. prices s..... to discounts
30. shall be c..... as a contract
31. take e.....
32. properly s.....
33. f..... by post
34. r..... office
35. an a..... officer

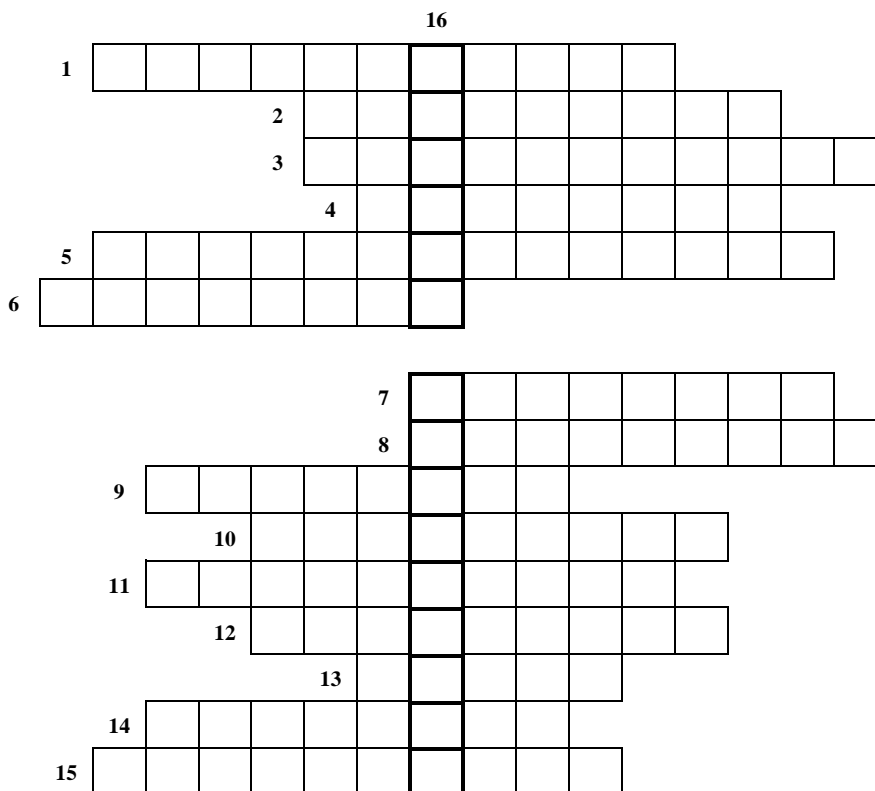
### Exercise 19.

And now match the phrases from ex. 18 with their definitions. Check your decision with the key.

1. called from now on in this document ..... hereinafter called.....
2. described from now on in this document .....
3. will come into force on the 26th of November 2001 .....
4. prices, which are depending on discounts .....
5. a manager with legal rights .....
6. at the date of shipment .....
7. prices, which amount to more than discounts .....
8. shall be interpreted as a contract .....
9. for any reason .....
10. cannot perform .....
11. break any obligations .....
12. sent by post .....
13. written information sent within six month .....
14. any of the Parties .....
15. position the Agent for agency responsibilities .....
16. position of the Agent for agency responsibilities .....
17. which in fact may be agreed in written form .....
18. produce the result intended .....
19. address of the company, which is known officially and publicly  
.....
20. make and send a request for payment for the Products .....
21. time declared with authority by the Principal .....
22. time of coming to end .....
23. be considered as CIF .....
24. property of these stocks .....
25. doesn't succeed in fulfilling his obligations .....
26. served in correct and suitable way .....
27. quick and direct informing .....
28. have the right to put end to this appointment .....
29. agreed by and between both Parties .....
30. the Parties have agreed as the result of this document about the following  
.....
31. which Territory may be changed .....
32. area of business activities .....
33. at the price functioning .....
34. on the conditions and in the circumstances agreed .....
35. now and then .....

## Exercise 20.

Let's see how good your memory for English words and expressions widely used in agency agreements is. Guess the puzzle given below. For this, you are to fill in the gaps in the following sentences. Check your answers with the key.



1. An agreement made this twenty-first day of October 2001 BETWEEN Merlin Marine Sports Ltd (UK), whose Registered office is situated at 10, The Minorities, LONDON EC3 (h... called "the Principal") of the one part and Koji Tanaka, Osaka, Japan (h... called "the Agent") of the other part, WHEREBY IT IS AGREED as follows.
2. Should the Agent fail to fulfil the obligations stipulated by the present Agreement, the Principal reserves the right to n... with the interested persons in a direct manner.
3. The Agent shall not, without p... commission of the Principal in writing, enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal.
4. The present Agreement is of-private nature and the Agent is not e... to transfer his rights and obligations under this Agreement to a third party.
5. The decision of the Arbitration Commission will be final, liable to no protest, appeal and i... and will be obligatory for both Parties.
6. The present Agreement comes into force from the date of its signing and shall be valid for the whole v... period of Contracts for rendering technical assistance to the Customer in construction of oil-refining enterprise in the Territory, concluded with the Agent acting as an intermediary.
7. The Principal a... the Agent as and from 1 November 2001 to be its sole agent in Japan and Korea (hereinafter called "the Area") for the sale of SAIL BOARDS AND ANCILLARY EQUIPMENT (hereinafter known as "the Goods").

8. If during the g... period the Equipment proves to be defective the Principal at his cost eliminates defects within the shortest possible time or replace the defective Equipment.
9. The commission covers all the expenses i... by the Agent in connection with implementation hereof.
10. The Agent will during the term of three years serve the Principal as its Agent and e... to extend the sale of the Goods within the Area.
11. Should such friendly s... appear impossible and the Parties fail to reach an agreement within 10 days in the manner of arrangement,
12. the dispute will be s... for consideration of parity commission.
13. The Principal shall r... the above-mentioned sums of the commission through New York Bank to the Agent's account with the Aval Bank, Kyiv.
14. The Agent will duly keep an account of all orders o... by him and shall every three months send in a copy of such account to the Principal.
15. The Agent may, at his d... , handle goods of a similar class as would compete with the sale of the Principal's Goods.

### **Exercise 21.**

a) You are the Vice-President of Photonica, a Ukrainian company that deals with measuring and electronic devices. Last week you were in Manchester and had negotiations with representatives of IPSA Industries Plc, which may become your principal. Today you have received from them a provisional agency agreement (see ex. 1). After reading the document, you discussed some points in it with the President of your company. You both have agreed that the document needs more details about quantities, delivery, price, payment and period of the agreement. You are delegated to make necessary additions. Compose the corresponding articles of the agreement using your notes, which you made after the meeting with your boss.

1. Must insist on 6-month trial period, then the agreement can run for one year.
2. We need three, not six months notice if the agreement is to be terminated, insist on registered letter in this connection.
3. Sales quantities must be specified in the document: not more than 500,000 GBP.
4. Must become the owners of the products on the date of payment, not on delivery.
5. Terms of delivery must be deemed CIF for each order, without making special agreements in each case.
6. Prices should be stated for the period of not less than three months, not at the time of each despatch.
7. The principal should pay for advertising.
8. Method of payment should always be an irrevocable L/C.
9. Must specify discounts – not lower than 8%.

b) You are the Deputy Managing Director of IPSA Industries Plc. You have received a draft agreement with changes made by Photonica, your possible agent. In the meeting with the Managing Director, you have decided to agree to the terms and conditions, proposed by the agent, as the Ukrainian market is very important for your company. But your top management think the company needs some guarantees of this transaction. You have been asked to prepare the articles on force majeure circumstances, arbitration and some other special terms. Draft the necessary parts of the document using the minutes of the senior management meeting.

**IPSA INDUSTRIES PLC**  
**MINUTES OF SENIOR MANAGEMENT MEETING - 12/12/01 - 10.30**

SUBJECT: Agency agreement with Photonica, Kyiv, Ukraine  
RESENT: Steven Richardson (MANAGING DIRECTOR), Elton Mayo (DEPUTY MANAGING DIRECTOR), John Landowner (FINANCIAL DIRECTOR), Pamela Cooper (COMPANY LAWYER)  
APOLOGIES: Barbara Swan (EASTERN GROUP MANAGER)

- S.R. wanted to know if the management agreed to the terms offered by Photonica; and, if not, what could be done about it?
- E.M. thought that the terms are not very favourable, but the Ukrainian market is very important for the company at present.
- J.L. added that last year the company lost many important orders because of the Asian crisis.
- P.C. suggested the transaction could be risky.
- E.M. agreed with P.C. He said the Ukrainian market was not investigated enough.
- J.L. noted the company needed more foreign trade operations. Only that could recover its budget.
- P.C. offered to work out special terms of the deal, especially on force majeure and arbitration.
- S.R. liked Pamela's idea and said that we must prepare the corresponding articles to be included in the agreement.

AGREED:

1. To prepare the following articles to be added to the agreement: **Force Majeure, Settlement of Disputes and Arbitration, and Other Terms**. The persons in charge - Elton Mayo and Pamela Cooper.
2. To include in the **Force Majeure** article the following information:
  - a) in case of any force majeure circumstances neither party is responsible for possible violations of the agreement;
  - b) all natural disasters, war, blockades, and other circumstances must be considered as force majeure;
  - c) the time for the fulfilment of the agreement will be extended during force majeure circumstances.
3. To include in the **Settlement of Disputes and Arbitration** article the following information:
  - a) if the agent doesn't fulfil its obligations we can negotiate the case with the law organizations;

- b) any differences or disputes will be settled in an amicable way;
  - c) if it is impossible to achieve an agreement within 10 days, the dispute will be submitted to Parity Commission, which must include 8 persons, 4 persons from each party;
  - d) the Parity Commission must be set up within 5 days;
  - e) if the Parity Commission doesn't settle the dispute within 5 days, the case must be submitted for the consideration of the Arbitration Court of the United Kingdom Trade Chamber;
  - f) the decisions of the Arbitration Court will be considered as final and obligatory for both parties.
4. To include in the **Other Terms** article the following information:
- a) the agent has no right, without preliminary written consent of the principal, sign any agreements or other documents;
  - b) the agreement must be a private document;
  - c) the agent can't transfer its rights and obligations to third parties;
  - d) all alterations and amendments to the document are valid only if they are made in writing and signed by representatives of both parties;
  - e) after signing the agreement all previous negotiations and correspondence will become invalid;
  - f) the document must be drawn up in 4 copies (2 in English and 2 in Ukrainian).
5. To inform Photonica about additions and approval of their terms.

*S. Richardson*

Steven Richardson  
Chairman

## **Exercise 22.**

You are Mr Zabolot'ko, the President of Photonica. Yesterday you received a draft of the agency agreement with additions made by your principal, IPSA Industries Plc. They also sent good news – the company accepted your changes to the agreement. You have decided to compose the whole document. Write the agency agreement to be concluded between the principal and your company. Add your and their changes to the text of the agreement (see ex. 21). You have agreed to sign the document in Manchester, on the 2nd of February 2002.

## **Exercise 23.**

Work with your partner.

Negotiate your terms of business and prepare an agency agreement to sign the transaction. While issuing the document, follow the typical structure of an agency agreement. Choose the place of signing the agreement. Authorize and sign the document yourselves. Put today's date.

Student A	Student B
<p>You are the Chief Executive Officer of GROUP IMAGE INC. (220–240 West Side Blvd, Washington DC 20500, USA), a company manufacturing new processing equipment.</p>	<p>You are the General Director of PHOTOLAB LTD (4A Kutuzova Str., Kyiv 03011, Ukraine), a Ukrainian commercial photographic company that is going to buy the processing equipment on behalf of Group Image Inc. in Ukraine.</p>

# REFERENCE GUIDE

## AGENCY AGREEMENT

### Information File

*An agency agreement (агентська угода)* is a contract drawn up between a supplier and an agent. It usually states that the agent obtains orders for the supplier's goods, for which he will be paid a commission. If the *agreement is for a sole agency (монопольна агентська угода)*, the agent is the only person within a specified region who is authorized to sell the supplier's goods.

An agency agreement may be also drawn up between a supplier and a distributor. The distributor is appointed when stocks need be held locally. He can either purchase the goods from the supplier, and then sell them to the user or consumer, or he can ask for the goods to be supplied on consignment, and only pays the supplier when the goods have been sold. If it is *an exclusive agency agreement (ексклюзивна агентська угода)*, the distributor is the only person within a specified territory who is authorized to distribute the supplier's goods.

There are also agency agreements for intermediary services rendered by agents to customers for and on behalf of principals within definite territories.

Note that the Principal (*Принципал*) = the supplier; the Party (*сторона*) = the participant of the deal.

### Language File 1

#### Structure and Vocabulary

#### I.

*The Preamble* is the first part of an agency agreement, which purpose is to name the participants of the deal and to announce about their will to sign the document for agency.

In the Preamble, names (and addresses) of the parties concluding an agreement, and the date of drawing up the document are included.

1. The form in which the date can be written in the Preamble is

... *1st day of October 2001* ...

or (if the authors want to indicate the place of signing the document):

*Agency Agreement*

*City of Kyiv*

*1 October 2001*

In this case, you can write:



*1st October, 2001* } in British style (used by companies from Great Britain,  
*1 October 2001* } European countries, Australia, Africa, Asia),  
*1 Oct. 2001* }  
or

*October 1, 2001* } in American style (used by companies from North and South  
*Oct. 1, 2001* } America).

Note that the month in the Date *should not be written in figures*, as they can be confusing. Example: 1.10.01 means 1st October 2001 in the UK, but 10th January 2001 in the USA.

2. Normally the address in the Preamble will include the company's name and its post or legal address:

*Procter & Gamble, 34/33 Ivana Franka St, Kyiv, 03030, Ukraine*

or

*Procter & Gamble of Kyiv, Ukraine*

*34/33 Ivana Franka St*

*Kyiv 03030*

*UKRAINE*

In this case, *no commas between the lines* are used, and the name of the country is written in CAPITALS.

## II.

You can guess the content of this part of the document from its name – **Subject of the Agreement**. The purpose of this part of the document is to state the parties' functions and tasks, i.e. to specify the type of the agreement.

Normally, in "Subject of the Agreement" it is said that the principal appoints the agent to act (e.g. sell or distribute the goods of the principal) on behalf of the principal on certain terms within the definite territory (e.g., as sole or exclusive agent in a country or region). For this, certain formulae-sentences are used.

## III.

### *Signatures and Legal Addresses of the Parties*

If the participants of the deal want to have legal guarantees that the document's terms and conditions will be fulfilled, they testify the fact of their will to make up the agreement by saying that: *AS WITNESS the hands of an authorised officer of the Principal and the Agent the day and year first before written*. It means that the document has the legal power.

After writing this statement, the agreement is signed by the authorized person of each party, usually by the head of the company. There should be put his/her handwritten signature and title and then the typed name and the Company Position.

Example.

*Marion Haynes*

Marion Haynes

Chief Executive Officer

After this, the parties put their legal addresses (addresses of the places where their offices are registered). For this, they put in each separate parallel line the following: name of building (if it exists), number of building and name of street, name of city and postcode, name of country (in CAPITALS) as in ex. 1.

Sometimes participants of the deal give their financial and banking details in the Legal Addresses.

Example.

Tetra Laval Ukraine Ltd

82 Mezhyhirs'ka Str.

Kyiv 04080

Ukraine

A/C 0011070035 in Privatbank of Ukraine

Zip Code 321790

where A/C (or a/c) stands for account current (*поточний рахунок*), and Zip Code corresponds to the Ukrainian *код МФО*.

#### IV.

##### *Articles*

The content of any agency agreement is revealed in different conditions and terms of the deal, which specify roles and relations of the parties as well as rules and order of the agreement's fulfilment.

Thus, the terms and conditions of the agency agreement can be classified as follows:

1. *Obligatory*.

2. *Additional*.

To ***obligatory terms*** are referred the following:

1. Preamble.

2. Subject of the Agreement.

3. Prices.

4. Payment.

5. Signatures and Legal Addresses of the Parties (*with Concluding Sentence*).

To ***additional terms*** belong the following:

1. Guarantees.

2. Delivery.

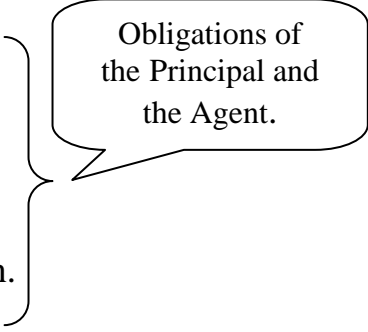
3. Force Majeure.

4. Settlement of Disputes and Arbitration.

5. Other Terms (or Miscellaneous).

Normally, the articles in the agreement follow this order:

1. Preamble.
2. Subject of the Agreement.
3. Prices.
4. Payment.
5. Guarantees.
6. Delivery.
7. Force Majeure.
8. Settlement of Disputes and Arbitration.
9. Other Terms (Miscellaneous).
10. Signatures and Legal Addresses of the Parties.



Obligations of  
the Principal and  
the Agent.

Let's summarize some important points about these parts of the agreement.

1. The articles of the agreement (except for *the Preamble, Subject of the Agreement, and Signatures and Legal Addresses*, which **do not have names**) are more often called the same as the terms of the deal, which they contain.

NOTE: You can find other words used instead of the word "article" in agreements: clause (*пункт*) or para (*параграф*). Example: *Clause 5. Force Majeure; Para 3. Delivery.*

2. Sometimes authors of the document make several parts of one article into a separate article or add more terms to the agreement and give them other (individual) names (as in the agreement of ex. 1: *Interpretation, Notices, etc.*, which can be organized in one article called "Other Terms").

3. In the article "**Prices**", authors state the amount of the price for the merchandise or services supplied in accordance with the agreement, as well as stipulate discounts and rights of the parties to change the prices (or some other additional points).

*The Principal shall invoice the Products at the price operating at the date of despatch from the Principal's factory or warehouse in respect of each order made in pursuance of this Agreement and the Agent shall pay for the Products delivered as invoiced.*

4. The article "**Payment**" stipulates the size of the agent's commission, methods and time of payment for the goods or services under the agreement as well as other parties' obligations concerning payment.

*Customer Orders shall require payment to be made in convertible hard currency, but if the Principal consents to payment being made in any other form (including tender by the Customer of a commodity), then it shall be the responsibility of the Agent to procure conversion of the same into hard currency.*

5. In the article "**Guarantees**", it is usually said that the principal guarantees the quality of the goods sold. The term of the guarantee period for the goods is stated too.

*The Principal shall guarantee the quality of the delivered Merchandise for twelve months from the date of the beginning of its operation, but for not more than eighteen months under favourable conditions of its operation.*

6. Terms and time of delivery of the goods are included into the “**Delivery**” article.

*The Principal shall deliver the Goods to the Agent in dates indicated in Appendix 3 to the present Agreement. Delivery of the Goods under the present Agreement shall be effected under the shipping documents indicated in Appendix 3 to the present Agreement.*

7. As a rule, the article “**Force Majeure**” (*Форс-мажор*) is universal. It describes different circumstances, under which the parties cannot observe their obligations and therefore, are not responsible for possible violations in fulfilling terms and conditions of the agreement.

*Should any force majeure circumstances arise which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent owing to such circumstances. Natural disasters, war and military operations of any sort, blockades, embargo, prohibition of exports, imports, epidemics and other circumstances beyond the control of the Parties are considered as force majeure.*

8. In the article “**Settlement of Disputes and Arbitration**”, it is usually said that the parties will do all their best to settle any possible conflicts of the deal in a friendly way:

*Should any differences or disputes connected with the present Agreement arise between the Principal and the Agent, the Parties will strive to reach friendly settlement / to settle the question in an amicable way.*

Also it is indicated that in case of failure to settle the dispute, the parties will turn to the Arbitration Court (*Арбітражний суд*) for help:

*Should the Parity Commission fail to settle the dispute within five days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within seven days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court of the London Trade Chamber, the decisions of which will be final, liable to no protest, appeal and irrevocability and will be obligatory for/binding upon both Parties.*

Terms of the procedure are described in this article too:

*Should such friendly settlement appear impossible and the Parties fail to reach an agreement within five days in the manner of arrangement, the disputes will be submitted for the consideration of Parity Commission composed of four persons, two persons from each Party. The Parity Commission will be set up within seven days from the date of a written request from one of the Parties hereto.*

9. Statements of possible changes, additions to the agreement, transference of the parties’ rights to a third party, preliminary negotiations, correspondence and documents are included into “**Other Terms**” or “**Miscellaneous**” (*Інше*). As a rule, it is indicated in what languages the agreement is written, how many copies of the document the parties possess, and from what time the agreement comes into force.

*The present Agreement is of a private nature and the Agent is not entitled to transfer his rights and obligations under this Agreement to a third party.*

*This Agreement is made in 4 copies (two in Ukrainian and two in English for each Party), both texts being equally authentic.*

*The present Agreement shall be valid from the date of its signing.*

If the date of signing the document is not indicated in the Preamble, the parties put the date in “**Miscellaneous**”:

*The present Agreement was signed in Kyiv, on 20 August 2001 in duplicate in English.*

10. Sometimes authors add appendices (*додамки*) to the agreement, where they describe in detail the goods, prices for them, terms and time of delivery and payment and so on, if they are not indicated in the text of the agreement.

The parties can sign two agency agreements: general or previous (as in the document of ex. 1), and a detailed one.

11. Note that Names of the Parties (the Principal, the Agent, the Customer, the Parties), the Territory (or the Area), the Goods (or the Merchandise, or the Products), the Agreement, and the Appendix are written from Capital letter. It is done for easy reading and fast finding necessary information in the legal document.

Also note that these words *are practically never substituted by their pronouns* in the text:

*The Principal and the Agent hereby agree to be bound by the following terms and conditions.*

*The Agent will during the term of 2 (two) years (and thereafter until determined by either Party giving one month's previous notice on writing) serve the Principal as its Agent and endeavour to extend the sale of the Goods of the Principal within the Area.*

**NOT:**

*The Principal and the Agent hereby agree to be bound by the following terms and conditions.*

*The Agent will during the term of 2 (two) years (and thereafter until determined by either Party giving one month's previous notice on writing) serve ~~him~~ as ~~his~~ Agent and endeavour to extend the sale of ~~his~~ Goods within the Area.*

Such tautology is necessary and important, as it excludes any confusion or misreading of the document and misunderstandings between the parties.

12. Please note that in texts of agreement *no contracted form are used*, because it is an official and legal document.

*The Agent will not sell any of the Goods to any person, company or firm residing outside the Area.*

**NOT:**

*The Agent ~~won't sell~~ any of the Goods to any person, company or firm residing outside the Area.*

## Language File 2

### Grammar

#### I.

##### *Tenses*

##### General points

The tenses, which are widely used by writers in agency agreements, are: *Present Indefinite, Present Perfect, Future Indefinite, and Past Indefinite.*

### Specific points

While writing an agency agreement you can use:

#### **The Present Indefinite Tense**

a) to describe procedures, processes, and instructions;	<i>The Principal commissions the Agent and the Agent undertakes to act as an Agent in Ukraine (hereinafter “the Area”).</i>
b) to describe a characteristic or a state;	<i>The present Agreement is of-private nature.</i>
c) in certain set expressions used in agreements	<i>The Principal/ the Agent: is obliged/ is (not) entitled/ has the right/ has no right/ reserves the right, etc. The present Agreement comes into force from ... All negotiations and correspondence ... become null and void from ...</i>

#### **The Present Perfect Tense**

a) to describe actions and events, which have just finished;	<i>The Principal has agreed to appoint the Agent as an agent of the Products on the terms and conditions hereinafter described.</i>
b) in certain set expressions used in agreements	<i>..., hereinafter referred to as “the Principal” of the one part, and ..., hereinafter referred to as “the Agent” of the other part have concluded/ have signed the present Agreement for agency.</i>

#### **The Future Indefinite Tense**

to express determination	<i>For each interest payment the Agent will open bank indorsed international irrevocable pay order to the account of the Principal.</i>
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#### **The Past Indefinite Tense**

to describe actions or events, which finished at a definite time in the past	<i>The present Agreement was signed by both Parties in Manchester on March 12<sup>th</sup>, 2001 in two copies in English.</i>
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## **II.**

### **Modals**

With the help of modals in agency agreements you can show that the action or state is considered as obligatory, necessary, possible, permitted and so on.

### General points

1. The modals, which are often used by writers in agency agreements, are: *shall*, *will*, *may*, and *should*.
2. There is no -s ending in the third person singular. Example: *The Agent **may** handle goods of similar class as would compete with the sale of the Principal's Goods.*
3. Negatives are formed without do. Example: *The price shall be firm and fixed and **shall not be** subject to any alterations.*
4. They are followed by the infinitive without to. Example: *The Agent **should inform** the Principal about each transaction accomplished with the Customer.*
5. They can be followed by be + Participle II. Example: *The Territory **may be altered** by the Principal.*
6. Some modals are used to express the negative: *The Agent **shall not enter** upon any agreements or sign documents.*

### Specific points

While writing an agency agreement you can use:

<b>shall</b>	to express obligation	<i>The Principal shall guarantee the quality of the delivered Goods for 12 months from the first delivery.</i>
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NOTE: *Shall* is more likely used to express obligation in agency agreements, as the verb *must* is considered to sound authoritative and impolite in business written communication.

<b>will</b>	to express willingness	<i>The Principal will allow the Agent all expenses incurred in the carriage, packing, promotion and advertising of the Goods.</i>
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NOTE: *Will* is hardly ever a purely modal verb. It generally combines its modal meaning with the function of an auxiliary expressing futurity. Cf: *The commissions will be reviewed every quarter.* – The verb *will* here is used to make the Future Indefinite Tense.

<b>may</b>	1) to express possibility;	<i>The Parties may terminate the present Agreement at any time within thirty days of notice in writing.</i>
	2) to express permission	<i>The Agent may borrow money in the name of the Principal.</i>

NOTE: *May*, when used to express permission in agency agreements, sounds more formal than *can*.

<b>should</b>	to express necessity with obligation sub-meaning	<i>The Agent should establish an account with a bank in the Area.</i>
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### III.

#### *The Passive Voice*

In active sentences (with the Active Voice), we are more interested in the person or thing doing the action (*the agent*).

In passive sentences (with the Passive Voice), we are more interested in the person or thing affected by the action. If we want to mention the agent, we use *by*:

*Payment under the present Agreement shall be effected **by** the Agent by means of L/C.*

But often in business writing, the agent is not important:

*The commission shall be paid to the Agent in the currency received from the Customer.*

The Passive Voice is typical for legal documents, as it makes them sound more officially. Thus, passive forms are more preferable in agency agreements than active ones.

Very often writers use passive forms with modal verbs, which are followed by *be* + *Participle II*:

*The said commission **shall be paid** every three months on the amounts actually received by, or credited to, the Principal.*

There are passive forms of most verb tenses used in agreements, for example:

Present Indefinite	<i>The price <b>is deemed</b> to be CIF Kyiv.</i>
Present Perfect	<i>After the Agreement <b>has been signed</b> all the previous negotiations and correspondence pertaining to it become null and void.</i>
Future Indefinite	<i>The commissions <b>will be reviewed</b> every three months.</i>
Past Indefinite	<i>The present Agreement <b>was signed</b> in Kyiv, on 16 March 2001 in two copies in English.</i>

So to make the sentence passive, you should use the following:

Present Indefinite	<i>is/are + Participle II</i>
Present Perfect	<i>has/have + been + Participle II</i>
Future Indefinite	<i>will + be + Participle II</i>
Past Indefinite	<i>was/were + Participle II</i>
Modals	<i>modal verb + be + Participle II</i>

NOTE: To make negative passive form, put *not* directly after the first component of the passive form: *The price shall **not** be revised under any circumstances during the period of the present Agreement.*

### IV.

#### *Conditionals*

##### General points

1. Authors use Conditionals to say about the consequences of something, which may possibly happen in the future:



If the Principal consents to payment being made in any other form, it shall be the responsibility of the Agent to procure conversion of the same into hard currency.

2. To make a conditional sentence, you may follow this formula:

<b>if/ should or unless + present tense</b>	<b>future tense/ present tense/ modal + verb</b>
<p><i>If during the guarantee period the Goods <b>prove</b> to be defective,</i></p> <p><i><b>Should</b> the Agent <b>fail</b> to fulfil the obligations stipulated by the present Agreement,</i></p> <p><i><b>Unless</b> otherwise it is specifically <b>instructed</b> by the Principle,</i></p>	<p><i>the Principal at his cost <b>shall eliminate</b> defects within the shortest possible time or replace the defective Goods.</i></p> <p><i>the Principal <b>reserves</b> the right to negotiate with the interested persons in a direct manner.</i></p> <p><i>the Agent <b>shall maintain</b> books of accounts and records of all transactions, which the Agent carries out on behalf of the Principal.</i></p>

3. In legal documents (agency agreements including), it is common to leave **if**, and use **should** + inversion:

***Should** the Parity Commission fail to settle the dispute within 5 days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within 2 days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court.*

Specific points

Normally, authors of agreements use Conditional sentences for stipulating guarantees, force majeure, arbitration and other terms. (See the examples above).

V.

**The Participle Constructions**

Consider the following sentences:

<b>Written Legal English</b>	<b>Spoken Legal English</b>
<p>1. <i>The Agent shall not enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations already <b>existing</b>.</i></p> <p>Агент без попереднього доручення Принципала не вступає до будь-яких угод або не підписує документи, що можуть призвести до нових зобов'язань з боку Принципала або змінити вже <b>існуючі</b>.</p>	<p>1. <i>The Agent shall not enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations, <b>which</b> already <b>exist</b>.</i></p> <p>Агент без попереднього доручення Принципала не вступає до будь-яких угод або не підписує документи, що можуть призвести до нових зобов'язань з боку Принципала або змінити <b>ті, що вже існують</b>.</p>

<p>2. <i>The terms and method of payment for the Products <b>purchased</b> by the Agent shall be from time to time prescribed by the Principal.</i></p> <p>Умови та спосіб платежу за Продукцію, <b>придбану</b> Агентом, час від часу призначаються Принципалом.</p>	<p>2. <i>The terms and method of payment for the Products, <b>which are purchased</b> by the Agent, shall be from time to time prescribed by the Principal.</i></p> <p>Умови та спосіб платежу за Продукцію, <b>яка придбана</b> Агентом, час від часу призначаються Принципалом.</p>
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The words **in bold** in the left column are called *Participle constructions*. In the first sentence: *The Agent shall not enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations already **existing***, the Present Participle construction is used, while in the second sentence: *The terms and method of payment for the Products **purchased** by the Agent shall be from time to time prescribed by the Principal*, the Past Participle Construction is used.

The Participle Constructions are used in written legal English where, in spoken legal English, it is more common to use a sentence beginning with who, which, etc.

Authors of agreements use *the Present Participle (Participle I)* and *the Past Participle (Participle II) Constructions*:

<p>a) as an adjective: - active,  - passive;</p>	<p><i>The decisions of the Arbitration Court will be final, liable to no protest, appeal and irrevocability and <b>binding</b> upon both Parties.</i></p> <p><i>As witness the hands of an <b>authorized</b> officer of the Principal and the Agent the day and the year first before written.</i></p>
<p>b) in place of <b>who/which</b> + sentence</p>	<p><i>The Agent shall procure the balance of funds <b>remaining</b> therein after payments.</i></p> <p><i>The Principal shall deliver the Goods to the Agent in dates <b>indicated</b> in Appendix № 2 to the present Agreement.</i></p>

NOTE: The Participle I (verb + ing) is *active* in meaning, and the Participle II is *passive*. Compare:

*The Principal shall invoice the Products at the price **operating** (which operates) at the date of despatch from the warehouse in respect of each order **made** (which is made) in pursuance of this Agreement.*

## VI.

### *The Gerund*

Consider the following sentence:

*The Principal commissions the Agent and the Agent undertakes to act as intermediary in (1) **rendering** technical assistance to the Customer in the construction of oil plant in the Territory and in fulfilment of (2) **designing** work.*

Принципал доручає Агенту, а Агент зобов'язується виступати посередником для надання Замовнику технічної допомоги у будівництві нафтового заводу на Території та у виконанні проектних робіт.

In the first case, the verb **in bold** is used as a noun. This verb form is called *the Gerund*, and it is not found in the Ukrainian language.

Comparing the two words above, you can see that the Gerund has the same form as the Participle I, but it acts like a noun, while the Participle I does not.

1. You can use the Gerund (verb + ing) after many verbs. Some of these verbs are given in the following list:

admit	include	prevent
avoid	involve	propose
consider	keep ( <i>persist in</i> )	risk
delay	mind ( <i>object to</i> )	stop
deny	postpone	suggest
finish		

*The prices for the Goods **include packing, marking and loading** to the ship.*

2. The Gerund must be used immediately after prepositions:

after	before	by
when	while	without

*On receipt by the Agent of any order for the Goods, the Agent will immediately transmit such order to the Principal, who will execute the same **by supplying** the Goods direct to the Customer.*

3. It must also be used after the verbs and expressions followed by prepositions, for example:

instead of	to be used to
to approve of	to have difficulty in
to be for/against	to insist on
to be (in)capable of	to object to
to be interested in	to succeed in
to be subject to	

*The Principal shall be entitled to terminate this appointment if the Agent is **incapable of performing** any of his obligations hereunder.*

4. The Gerund can also be used as the subject of the sentence:

*Processing of payments for the Products on the Territory shall be the responsibility of the Agent.*

### Language File 3

#### Punctuation

1	<p>A comma is necessary when <b>and</b> and <b>or</b> join two long sentences. It prevents ambiguity.</p> <p><i>Should the Parity Commission fail to settle the dispute within 7 days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within 5 days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court.</i></p>
2	<p>A comma is used before sentences beginning with <b>but</b>.</p> <p><i>The Agent shall not have the right to assign or transfer this Agreement to a third party, but the Principal may transfer its rights under the present Agreement to a successor.</i></p>
3	<p>Single words, phrases and sentences (communication signals) beginning with the words, such as <b>in case, in consideration of, in the event of, unless otherwise, of the one part</b>, etc. are set off by a comma <u>at beginning and end</u>.</p> <p><i>In case the Contract between the Principal and the Agent is not signed due to the force majeure circumstances, the Parties will not have any mutual claims arising out of the present Agreement.</i></p>
4	<p>A comma <u>at beginning and end</u> should set off any word, phrase or sentence containing extra information, which is not central to the meaning of the sentence, and is added to it. Very often such additional phrases or sentences begin with <b>who, whose, of whose, which, of which, where, when</b> and the like. But before <b>that</b> the comma is hardly ever used!</p> <p><i>Should the Parties fail to settle the dispute amicably, the dispute will be submitted for the consideration of the Arbitration Court, the decisions of which will be final and binding upon both Parties.</i></p>
5	<p>In if-sentences and the like <u>beginning</u> with <b>if, unless, or should</b>, a comma separates two parts of the sentence.</p> <p><i>Should the Agent fail to fulfil the obligations stipulated by the present Agreement, the Principal reserves the right to negotiate with the interested persons in a direct manner.</i></p> <p>No comma:</p> <p><i>Any alterations and amendments to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both Parties concerned.</i></p>

6	<p>Commas usually mark off <b>detached members of the sentence</b>, especially if they come in the middle of the sentence.</p> <p><i>The Agent shall not, without preliminary commission of the Principal in writing, enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations already existing.</i></p>
7	<p>If you are using words (i.e. phrases or expressions), which are not of primary importance, they can be placed between <b>brackets</b>.</p> <p><i>The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and particularly with respect to the sales of the Goods in Ukraine (hereinafter “the Territory”).</i></p>
8	<p>When names of the parties and other important definitions are used for the first time, they are taken in <b>double quotes</b>.</p> <p><i>The Agent is hereby appointed a distributor of the Products for the resale thereof in the following territory (hereinafter called “the Territory”), namely Ukraine.</i></p>
9	<p><b>Contracted forms</b> like he’s and they’re, or don’t and doesn’t <b>are not found</b> in legal documents.</p> <p><i>The Parties <b>will not</b> accept any instructions from other parties if <b>they are</b> in contradiction with the present Agreement.</i></p>
10	<p>Names of the Parties (the Principal, the Agent, the Customer, the Parties), the Territory (or the Area), the Goods (or the Merchandise, or the Products), the Agreement, and the Appendix are written from <b>Capital letter</b>. It is done for easy reading and fast finding necessary information in the legal document.</p> <p>Names of the COMPANIES are written in <b>CAPITALS</b>.</p>

### III. WRITING OFFERS

#### Exercise 1.

a) What kinds of business letters do you know?

Which of them can you write in English?

Do you know what an offer is?

What types of the offer do you know?

Read the Information File of the Reference Guide on page 109 if you need.

b) The sales promotion letter given on page 78 shows typical features of the offer. Read the offer and say what type it is. What made you think so?

c) Now study the offer paying attention to its layout.

d) Answer the questions about it:

1. How many elements does the offer consist of?
2. What are these elements?
3. What does the Letterhead (the Outside Address) include? Does it differ from the Ukrainian way of laying out the Letterhead? If yes, say how.
4. Do you guess what the References mean? What do the letters stand for?
5. What form is the Date written in?
6. What order is the Inside Address (the Receiver's Address) written in? How does it differ from the way the Inside Address is written in Ukraine?
7. What is the Attention Line used for?
8. Who is the Salutation written to?
9. What is the Subject Title used for?
10. How many paragraphs does the Body of the Offer consist of? How are they situated in the Body of the Offer?
11. What does the Complimentary Close express?
12. Whose Signature and Title is given after the Complimentary Close?
13. Whose details does the Company Position Line include?
14. What does the Enclosure Line mean? What details does it include?
15. Which elements of the offer do you think can be omitted without making the letter imperfect?

Check your answers with the key.

## R.G. Electronics AG

20 Gloucester Place, Croydon CR 1 2DH, Great Britain  
Tel.: 0181 241 9273 Fax: 0181 243 1945  
E-mail: admin@rgelectronics.uk, http://www.rgelectronics.uk VAT 86000

Your ref:  
Our ref: SR/JM

11 September 2001

Photonica  
49 Predslavyns'ka St  
Kyiv 03006  
UKRAINE

For the attention of the President

Dear Sir or Madam,

Drilite Batteries

Improved methods of production enable us to offer you our range of Drilite batteries at a reduced price for large quantities.

Details of the new prices for your market are enclosed, and you will see that the average price reduction is 5%. As our prices are quoted c.i.f. Kyiv, you will agree that they are considerably lower than those of manufacturers of similar batteries, both here in Great Britain and elsewhere.

The quality of our goods remains high - the finest chemicals are used. The new prices are for minimum orders of \$10,000 and are effective as from 17 September. Immediate despatch is guaranteed, and we hold ample stocks. Please note that this offer can be recalled.

We have sent, by separate post, samples of the advertised batteries. If you need any further information, please do not hesitate to contact us. We look forward to supplying you soon at the new prices.

Yours faithfully,  
*Stephan Raynor (Mr)*  
S. Raynor  
Group Managing Director

Enc.: 1 (price list)

Letterhead  
(Outside Address)

References

Date

Inside Address

Attention Line

Salutation

Subject Title

Body of the Offer

Complimentary

Close

Signature and Title

Company Position

Enclosure Line

**Exercise 2.**

Let's see how well you remember the typical layout of the offer.

a) Put the names of the structural elements of the offer in the corresponding boxes given below.

Check your answers with the key.

1.	
	2.
	3.
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	



b) Put together the following parts of the offer shown below. Use the typical layout of the offer given in a) as a model.

Example 12 – A.

Check your decision with the key.

<b>A</b> Encl.: 1 (catalogue)	<b>C</b> Promotions Manager
<b>K</b> Your ref: Our ref: AM/bp	<b>F</b> Yours sincerely,
<b>I</b> 5th October, 2001	
<b>B</b> <b>HI-STYLE STORES</b> 30 Main Street, York, England. Fax 025 640 3200 Tel 025 641 3000 E-mail stores@histyles.york.uk	
<b>J</b> <i>Alan Mexford</i> Alan Mexford (Mr)	<b>L</b> For the attention of Ingrid Nielsen
<b>D</b> Dear Ms Nielsen,	<b>E</b> A-Fashions 2 Victoria Buildings New Bridge Road Singapore 1123 SINGAPORE
<b>H</b> “ <b>DELUXE HAMPER</b> ”	
<b>G</b> <p>This superb <b>HAMPER</b> is offered in two different sizes and its cost ranges from \$100 for the small one (see catalogue) and \$130 for the largest size, to which is added a smooth, well-rounded brandy and port.</p> <p>We offer a trade discount of 10% and a further special discount of 5%, making 15% in all, on orders received on or before October 10.</p>	

### Exercise 3.

You are an office manager. An inexperienced secretary has typed the elements of this Letterhead not quite correctly. Help her to put the elements of the Letterhead in the right order. Read through Language File 1 of the Reference Guide (page 109) if you need. Check your decision with the key.

Code TVA: 00279 R/A/M/000, 31 1101, Tunis Av. De Paris, Tel.: 344 727  
**ULYSSE TOUR**, Travel Agency, E-mail: ultour@com,  
 Tunis 1952 TN Fax: 331 956, <http://www.ultour.tn>

#### Exercise 4.

You are a computer designer in a large printing company. Your recent order is to design Letterheads for stationery forms of several companies. Prepare draft Letterheads for companies manufacturing *washing machines, refrigerators, office supplies* as samples for your clients. Invent the necessary details.

#### Exercise 5.

You are writing offers in reply to the enquiries received from your prospective customers. Arrange their references in your letter.

Turn to Language File 1 of the Reference Guide (page 109) if you need.

Check your answers with the key.

These are the details:

- 1) John McCarthy typed and sent the enquiry on behalf of Hugh Swales;
- 2) Gustav Boeck signed the enquiry; its outside reference is 531/5;
- 3) Miranda Littleby typed the enquiry for her boss, Lucinda Handwrite;
- 4) Angela Fox dictated the enquiry to her secretary Linda Lee;
- 5) Mr T. Shurgold wrote the enquiry for and on behalf of R. Phipps;
- 6) The enquiry № 17 was sent from the 7th Department.

#### Exercise 6.

Now write your inside references for the following offers.

- 1) you wrote the letter on behalf of your boss, Andrii Laz'ko;
- 2) your secretary (Valentyna Karpenko) typed the offer that you had written;
- 3) your company got accustomed to putting numbers in the Reference: your department's number is 8, and your offer's number is 231.

#### Exercise 7.

a) You work for a great multinational company which has got clients throughout the world. Your boss pointed the dates that you are to write in offers from your company to customers from different countries. Example: 2.09.01 (to England) – 2nd September, 2001 / 2 September 2001 / 2 Sep. 2001.

2.09.01 (to England)	4.09.01 (to Germany)	7/09/01 (to Canada)	3/09/01 (to Argentina)
5/09/01 (to Mexico)	1/09/01 (to Peru)	6.09.01 (to Poland)	1.09.01 (to Spain)

b) Put the today's date in British or American styles in your offers which you are going to send to your customers based in:

- 1) Tokyo; 2) Calcutta; 3) Cape Town; 4) Toronto; 5) Chicago; 6) Rome; 7) Brasilia
- You can turn to Language File 1 of the Reference Guide (page 110) while doing the exercise.

Check your answers with the key.

### Exercise 8.

a) Set out the parts of the following addresses typed by your secretary in the correct order. Turn to Language File 1 of the Reference Guide (pages 110 – 111) if you need. Check your decision with the key.

Ms Maria Castillo Gomez Valencia 46011 50 Calle Naranjo SPAIN Ecuador Internacional SA	SCOTLAND 45–55 Queen Street Glasgow G11 8PG Rannoch Enterprises plc Managing Director
114 North Shields Road ENGLAND Gloucester Products Ltd Newcastle NE5 47G Mr Hugh O’Hara	S.E.B.A.R.A. Mile Annick Dubois Reims 5100 123 rue de la Paix FRANCE

b) You are writing a counter proposal to the company which Letterhead appears in the offer in ex.1. Set out the Inside Address for your offer. Don’t forget that commas between the lines are omitted in the Inside Address, and the name of the country is written in CAPITALS. Check your answer with the key.

### Exercise 9.

You have to write several similar offers to some companies. Everything has already been written except for the Inside Address, Salutation and Complimentary Close. Set out the Inside Addresses and give the correct Salutations and Complimentary Closes (British or American Styles – see *Charts 1 and 2 in Language File 1 of the Reference Guide, pages 111 – 112*). Check your answers with the key.

Below are the details of the Inside Addresses from these offers.

1. Kinson Ltd, 15 St Antuan St, Barcelona 45P 678, Spain.
2. The Chief Executive Officer, The James Construction Company Inc., 4295 San Felipe, Houston, Texas 77227, USA.
3. Mr M. Khassim, S.A. Importers Ltd, Al Manni Way, Riyadh R1 1SAT, Saudi Arabia.
4. The Director Generale, KIRBY Belgium BVBA, 8 L. Brilstraat, Antwerpen 2000, Belgium.
5. Ms M. Tanner, Canada Business Machines Inc., 9007-58 Street, Edmonton, Alberta T3M 2L1, Canada.
6. The Export-Import Department, Lee Boat Builders Ltd, Dock 23, Mainway, Hong Kong HK 542 3D, China.

### Exercise 10.

Put your signature, title, and the company position in several offers. Use these details. You are:

- a) Ben Clark, Project Manager;

- b) Michael Kennedy, Export Sales Manager;
- c) Zlata Puchkova, General Director;
- d) Jose Mooches, Sales Supervisor;
- e) yourself.

Turn to Language File 1 of the Reference Guide (pages 112 – 113) if you need.

### **Exercise 11.**

You are finishing the offer to one of your potential customers. You enclose three items of your goods' samples, two copies of the order form, three copies of the promotional leaflets, one copy of the company's catalogue, and one copy of your price list with it. List all enclosures at the bottom of your offer.

Turn to Language File 1 of the Reference Guide (page 113) if you need.

Check your answer with the key.

### **Exercise 12.**

The offer on page 84 was typed by a part-time secretary who was writing it for the first time. Unfortunately, she made some mistakes in different structural elements of the offer. You, as the office manager, have to improve and rewrite it. Pay attention to the layout of the offer, its style, spelling, and add or omit if necessary, punctuation and Capital Letters.

You needn't correct the Letterhead (it's a stationery form) and the Body of the offer.

Attention: one part of the offer is unnecessary! Decide which one.

Check your answers with the key.

### **Exercise 13.**

a) To be able to put your ideas in the Body of the Offer you are to learn what it consists of. Study the offer on pages 85 – 86.

b) Answer the following questions about the Body of the Offer.

1. Is it a free or a firm offer? Is it revocable or irrevocable? Why do you think so?
2. What does the writer offer?
3. Is the reader a regular or a potential customer?
4. How have the offerer learned about the customer?
5. Will this offer be attractive to the customer and why?
6. What does the offerer propose to the client to do with the samples?
7. Are all terms of the offer stated in it? Why?
8. What is enclosed with the letter?
9. What style is the offer written in (British or American)? How can you see that?
10. How many parts does the Body include?
11. What three elements of the offer, which moves are also highlighted, do not assign to the Body? What are they?
12. What are the moves of the Body of the Offer?
13. How do you feel why the parts of the Body are called moves? What does it mean?



<p style="text-align: center;"><b>HAGA VERKTYG</b></p> <hr style="border: 2px solid black;"/> <p><b>Kaponjergatan 4c Göteborg 1505 Sweden Tel.: 031-543423 Fax: 031-638420 E-mail: avs@haga.com Registered Number 46-31420</b></p> <p style="text-align: right;"><b>Your ref:</b> <b>Our ref:</b> MS/hj</p> <p style="text-align: right;">November 12, 2001</p> <p>Home Supplies 48 West 32<sup>nd</sup> Street New York, NY 10011-6228 USA</p>	<p><u><b>MOVES:</b></u></p>
<p><u>For the attention of the Purchasing Director</u></p>	<p><b><i>Specifying the reader</i></b></p>
<p>Dear Sir:</p>	<p><b><i>Greeting the reader</i></b></p>
<p><b>Offer for rubberised floor coverings</b></p>	<p><b><i>Attracting the reader's attention</i></b></p>
<p>Messrs. Hankinson and Co. of Towgate St, with whom we have been doing business for more than five years, have informed us that you will probably be replenishing your stocks of floor coverings. You will be interested to hear that <u>the range of our rubberised floor coverings for use on rough surfaces</u> has been a great success wherever it has been introduced, and we are already exporting it to several European countries. Now we are taking steps to enter the overseas markets.</p>	<p><b><i>Establishing credentials</i></b></p>
<p>In view of this, we have pleasure in submitting you an offer for our successful range of rubberised floor coverings.</p>	<p><b><i>Introducing the offer Offering the product/service</i></b></p>
<p>All our products are made of robust and hardwearing materials, and we particularly recommend No. 7 'Compo', which is a synthetic substance developed by our research department to withstand the wear and tear of rough and uneven floors. To prove this, we are sending you samples of the rubberised floor coverings. Please give the samples any test you wish: we are confident that they will stand up to the roughest handling.</p>	<p><b><i>Essential detailing of the product/service</i></b></p>

We hope you will appreciate the terms of trade we propose too.	<i>Indicating value of the offer</i>
We are sure you will enjoy the advantage of buying our rubberised floor coverings at special trade discount prices, stated in our quotation.	<i>Offering incentives</i>
We are also enclosing our price list, together with our trade terms, as we think you will need these when you have completed your tests. It will be a pleasure to quote you terms for contract supplies, and our technical representatives are at your service at all times.	<i>Enclosing documents and/or samples</i>
Please note that this offer is revocable, firm for 3 days, and subject to contract.	<i>Essential detailing of the offer</i>
If our proposal is acceptable to you or if you have any questions about this offer, please confirm by either return or telephone, address and numbers of which you can see at the top of our offer.	<i>Soliciting response</i>
In case of your acceptance, please let us have your order at an early date, as supplies may be limited by the end of the year.	<i>Using pressure tactics</i>
Thank you very much for your kind consideration. We hope to receive your first order soon.	<i>Ending politely</i>
Yours truly, <i>M. Stenlund</i> Mona Stenlund (Ms) Export Division Manager Encl.: Samples (15 items) Quotation (1 copy)	

c) Now look at the offer in ex. 1, find, copy the corresponding sentences out and define the moves the writer uses in its Body. What is their order? What move is missing? Check your answers with the key.

### Exercise 14.

a) Study the offer on page 88.

b) Answer the following questions:

1. To what type would you assign this offer?
2. What style is it written in (British or American)?
3. What structural element of the offer is missing, and why?
4. Does it differ from the offers in ex. 1 and ex. 16? What is the difference?
5. What moves are missing? Do you know why?
6. What new move has appeared in the offer? What is it?

Check your answers with the key.

### Exercise 15.

Define the rest of the moves of the Body of the Offer shown on page 88. Put their names in the right-hand column. See Language File 2 of the Reference Guide (pages 113 – 116) if you need.

Check your decision with the key.

### Exercise 16.

On page 89 there are some extracts from different offers. You are to identify their moves. Label each extract with the name of its move in the right-hand column.

Example.

1. This product combines economy with high power output.	Essential detailing of the product
--	------------------------------------

Check your decision with the key.



<p style="text-align: center;">Wainman Ltd (Printers) 59 Castle Street Burton Sussex BN5 9TJ England Tel: 01273 52783 Fax: 01273 52709 E-mail: <a href="mailto:printers@weinman.uk">printers@weinman.uk</a> <a href="http://www.wainman.com.uk">http://www.wainman.com.uk</a> B/A 0051292 ABA Routing 11301125</p> <p style="text-align: center;">Your ref: RB/12 Our ref: 36/9</p> <p style="text-align: center;">1st December, 2001</p> <p>Ms R Bugarini Italian Paperworks 26 Via Borsi Milan 36543 ITALY</p> <p>Dear Ms R Bugarini</p> <p>Re: Your enquiry for Clever products</p>	<p><b><i>MOVES:</i></b></p>
<p>We are very pleased to have your enquiry, and are interested to hear that you saw our advertisement in the <u>Office Supplies Review</u>. We appreciate your interest in the <u>Clever</u> products we stock.</p>	<p><b><i>Starting politely</i></b></p>
<p>In reply to your enquiry, we enclose our latest catalogue and quotations. We are also sending to you samples of our new range of products.</p>	
<p>After studying our special discounted prices, you will not stand up making immediate order.</p>	
<p>We would advise you, therefore, to let us have your order by the end of this week, as this will enable us to have stocks of our attractive lines by Christmas.</p>	
<p>We hope you will find our terms and delivery dates satisfactory, and we can assure you that you may count on our full co-operation and attention in this matter.</p>	
<p>Kindly note that this offer is free and revocable.</p>	
<p>If we can be of any further help to you, do not hesitate to contact us.</p>	
<p>We look forward to the opportunity of being of service to you.</p>	
<p>Sincerely yours <i>Hans Seitz</i> H Seitz (Mr) Sales Director</p> <p>Enc.: Catalogue (1 copy) Quotation (3 copies) Samples (3 items)</p>	

<ol style="list-style-type: none"> <li>1. This product combines economy with high power output.</li> <li>2. If you would like further information, please telephone or fax us: our numbers you can see in the left top corner of the offer.</li> <li>3. We enclose a detailed quotation with prices, specifications and delivery terms.</li> <li>4. Thank you very much for your enquiry of 9 November 2001 about our PB 5000 30-foot Sun Voyager.</li> <li>5. As you will see from this, our prices are very competitive.</li> <li>6. If you require the special stainless anchors and chains, the total price would be 187,850 US Dollars.</li> <li>7. We appreciate your interest and look forward to pleasure of executing your first order.</li> <li>8. We are a large record store in the centre of Politiers with annual sales of 500,000 US Dollars, and would like to extend our activities.</li> <li>9. We have pleasure in offering you our latest model of laptop for home and office use.</li> <li>10. This offer is valid during 15 days from the date of its receiving and can be recalled.</li> <li>11. Because of our low prices and discounts, we sell out very quickly by the end of month. Therefore, we advise you to place your order as soon as possible.</li> </ol>	
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**Exercise 17.**

You work for a firm producing perfumes. You have been preparing the draft for a firm and irrevocable offer, and put your ideas on separate pieces of paper. Now you are going to organize them in the Body of the Offer.

In order not to forget or confuse the ideas, number each part of the Offer in accordance with your outline. Rewrite the Body on a separate sheet of paper. Then read it again and see whether it looks like a finished text. Check your decision with the key.

These are your notes.

**Your outline**

1. Establish credentials.
2. Introduce our product.
3. Give important details of our products.
4. Point values of this offer.
5. Offer some incentives.
6. Enclose catalogue and samples.
7. Give details of the offer.
8. Offer help for further communication.
9. Use pressure tactics.
10. Close politely.

**A** Should you require further information, please do not hesitate to contact us. Our telephones and addresses are given above.

**B** We look forward to receiving your esteemed order in due course.

**C** As you will see from the catalogue, which we enclose with this offer, we propose discounted prices for our new products such as Rose'n'Valley. We can quote a 10% discount for consignments of not less than 10,000 items.

**D** The quality of our new perfume is high, and we should like to take this opportunity of drawing your attention to the fact that all our products are manufactured from completely natural ingredients, and that we do not utilize any artificial additives whatsoever.

**E** Also, we would like to emphasize this is the first time that we have included Rose'n'Valley of the ten of our most popular aromas in the catalogue for sale.

**F** Please note that this offer is irrevocable, firm for 10 days from the date of sending, and is subject to contract.

**G** We hope these terms will meet with your approval. Our comprehensive stocks enable us to execute all orders promptly and to our customers' specifications, but we advise you to stock up, as the total number of Rose'n'Valley and some other aromas is restricted.

**H** In view of this, we would be pleased to present you our new aroma *Rose'n'Valley* on profitable terms.

**I** We have been informed by Messrs McDougall and Tonne of Banbury, who have been doing business with you for a number of years, that you are expanding your net of perfume boutiques, and may be interested in our new product.

**J** We also enclose samples of our ten best aromas, among which you can find Rose'n'Valley.

### Exercise 18.

These are the "Golden Rules" for writing offers drawn up as an instruction and typed by one of your more experienced colleagues. Unfortunately, the parts of his ideas have been lost. Suggest the rest of the rules for fresh offer-writers. Finish the list with suitable advice.

Check your answers with the key.

**“GOLDEN RULES”  
for writing offers**

1. Give your offer a heading to make it easier for the reader to understand your purpose in writing.
2. Decide what you are going to say before you start to write or dictate a letter. You should always plan ahead.
3. Think about your reader. Your reader ...
  - ... must be able to see exactly what you mean: your offer should be **clear**
  - ... must be given all the necessary information: your offer should be **complete**
  - ... is a busy person who is short of time for details: your offer should be **concise**
  - ... should not be distracted by mistakes in grammar, punctuation or spelling: your offer should be **correct**.
4. Write in a sincere and polite tone: your offer should be **courteous**.
5. Put each new idea in a separate paragraph.
6. Start your offer (if it is a reply to the enquiry) with thanking the customer for their interest in your product(s) or service(s) and confirm that you can help.
7. Start your offer (if it is written to a prospective customer) with establishing your company's achievements/needs or the customer's needs.
8. ...
9. ...
10. ...
11. ...
12. ...
13. ...
14. ...
15. ...
16. ...
17. ...

**Exercise 19.**

The writer of the Offer can refer not only to the needs of a customer in particular (1) or the needs of the business world in general (2), but also can refer to his own company's achievements, or speciality (3) as well. For example, in the sentence, *“PBX, the best food products supplier on European market with 30 years of professional expertise, is presenting you a great variety of services”* the writer states his company's past experience and field of specialisation.

Label (1, 2 or 3) the following text extracts to indicate what different strategies the authors use in establishing credentials of their companies. The first one has already been done for you.

Check your decision with the key.

1. You will be interested to hear that we have been able to obtain a further supply of Brazilian coffee of the same quality as that we supplied you with last year.	<b>3</b>
2. A few weeks ago we were fortunate enough to have the offer of the	

entire stock of the Hartley Blanket Company, which has now ceased to manufacture woollen products. We took advantage of this exceptional opportunity, and are now in a position to offer these famous all-wool blankets well below the market price.

3. You wish to modernise your storerooms with the most up-to-date shelving system yet devised: that is clear because you asked for our catalogue.

4. On 1 June this year we are moving to larger and more modern premises at Nos. 50 – 55 Oxford Street. Our business has grown so considerably in recent years that we can no longer provide our customers with the service we are used to giving them in our present building. In view of this move we are selling off our entire stock at greatly reduced prices to save us the trouble and expense of packing and removal.

5. We are fully aware that international trade companies, who do a considerable business in this line, expect a keen price.

6. What would you say to a gift that would be a most judicious choice for Christmas? A gift that would make your work easy and pleasing? You can enjoy these advantages by buying our “Apple Power Book” – a super intelligent laptop.

7. As you have evidently realized, plastic kitchenware is here to stay – it has already ousted heavy and expendable metal, glass and china from the modern kitchen. Dealers, who have displayed our brightly coloured range, have reported good sales even in the present season, when hardware sales are usually at their lowest.

8. You will already know that we had an exceptionally good season in 1973, and that the fine quality of our white vintages of that year is renowned both in your country and in ours.

9. In last summer’s exceptionally fine weather we were so overloaded with late orders from most of our regular customers that we were unable to keep pace with the demand.

10. As a result of the favourable supply situation we are able to offer you for immediate delivery litewate coats, women’s (medium and small) and men’s (medium and small).

## **Exercise 20.**

a) Study the following several formulae, with the help of which writers offer their products or services to potential customers:

*We are pleased to bring to your attention/to offer/announce/introduce ...*

*We are pleased to inform you that ...*

*We have pleasure in ...*

*We are glad to inform you that ...*

*We can offer you immediately ...*

*You will be interested to hear that ...*

b) Point with a tick (✓) the sentences in which the writers offer their product or service. Check your answers with the key.

1. We are very pleased to have your enquiry, and are enclosing the price-list you requested, together with our terms of sale.
2. You will find with this letter a sample of our silk curtains.
3. We have pleasure in quoting as follows.
4. We have pleasure in offering you the following goods.
5. We are pleased to inform you about seasonal discounts for our products that, we think, you will be interested in.
6. In view of the stock limits, we advise you to buy our goods immediately.
7. We are submitting the following quotation.
8. You will be interested to hear that our goods were a great success last month in Great Britain and Europe.
9. As a result of the favourable supply conditions, we are glad to offer you our latest products.
10. The cassettes are ferrous based and high quality.

### **Exercise 21.**

a) Study the formulae describing the products in the offers of ex. 1, 2, 13, and 17:

1. *The quality of our goods remains high – the finest chemicals are used.*
2. *This superb HAMPER is offered in two different sizes and its cost ranges from \$100 for the small one (see catalogue) and \$130 for the largest size, to which is added a smooth, well-rounded brandy and port.*
3. *All our products are made of robust and hardwearing materials, and we particularly recommend No. 7 ‘Compo’, which is a synthetic substance developed by our research department to withstand the wear and tear of rough and uneven floors. To prove this, we are sending you samples of the rubberised floor coverings. Please give the samples any test you wish: we are confident that they will stand up to the roughest handling.*
4. *The quality of our new perfume is high, and we should like to take this opportunity of drawing your attention to the fact that all our products are manufactured from completely natural ingredients, and that we do not utilize any artificial additives whatsoever.*

b) You work for a firm producing tinned food products. Write your company’s standard lines about one of your new products to include them in the offer to an importer overseas. Use the suitable formulae given above.

### **Exercise 22.**

a) Study the sample formulae used for indicating value of the offer:

1. *After studying our prices and our liberal terms to the trade, you will understand why we are working to capacity to meet the demand.*

2. *You may be sure that whichever of our services you decide to use, you will receive our best performance and immediate attention.*
3. *We hope you will appreciate the terms of trade we propose too.*
4. *We hope you will find our terms and delivery dates satisfactory, and we can assure you that you may count on our full co-operation and attention in this matter.*
5. *Also, we would like to emphasize this is the first time that we have included Rose'n'Valley of the ten of our most popular aromas in the catalogue for sale.*

b) You are to get your potential customer interested in doing business with your company. Put your ideas in the sentence(s) for the offer you are writing on behalf of the company, mentioned in ex. 21. Use the appropriate formulae given above.

### **Exercise 23.**

a) Study the sample formulae used for offering incentives:

1. *For quantities of ... and over, we can offer a discount of ...% on list prices.*
2. *Our prices are subject to ...% discount for cash.*
3. *Prices include delivery to nearest railroad.*
4. *Our catalogue prices are less ...% to bona-fide dealers.*
5. *Immediate despatch is guaranteed, and we hold ample stocks.*
6. *We offer a trade discount of ...% and a further special discount of ...%, making ...% in all, on orders received on or before ....*
7. *We are sure you will enjoy the advantage of buying our rubberised floor coverings at special trade discount prices, stated in our quotation.*
8. *After studying our special discounted prices, you will not stand up making immediate order.*
9. *As you will see from the catalogue, which we enclose with this offer, we propose discounted prices for our new products such as Rose'n'Valley. We can quote a 10% discount for consignments of not less than 10,000 items.*
10. *You will see that the average price reduction is ...%. As our prices are quoted c.i.f. ..., you will agree that they are considerably lower than those of manufacturers of similar goods, both here in ... and elsewhere.*

b) Bargain with your potential buyer, i.e. offer suitable terms of future business to persuade them to make a deal with your company. Take the information concerning your company from ex. 21. Use the appropriate above-given formulae.

### **Exercise 24.**

a) Study the sample formulae used for enclosing documents and/or samples:

1. *We are enclosing with this letter ...*
2. *You will find enclosed with this letter ...*
3. *Please find enclosed ...*

4. *Details of the new prices for your market are enclosed.*
5. *We are also enclosing our price list, together with our trade terms.*
6. *As you will see from the catalogue, which we enclose with this offer, we propose discounted prices for our new products.*

b) In your offer, which you are writing for the company, mentioned above in ex. 21, draw the attention of your customer to the enclosed advertising documents and quotations using the suitable formulae.

### **Exercise 25.**

a) Study the sample formulae used for essential detailing of the offer:

1. *The offer is firm/subject to contract.*
2. *This offer be withdrawn if not accepted within ... days.*
3. *This is a special offer and cannot be repeated/and is not subject to our usual discount.*
4. *This offer remains valid for ... months from today's date.*
5. *We offer these goods subject to ...*
6. *This is a special offer and is not subject to our usual discounts.*
7. *Please note that this offer is firm for ... days.*
8. *Please note that this offer can be recalled.*
9. *Please note that this offer is revocable, firm for ... days, and subject to contract.*
10. *Please note that this offer is irrevocable, firm for ... days from the date of sending, and is subject to contract.*
11. *Kindly note that this offer is free and revocable.*

b) State in your offer from the company mentioned in ex. 21 time, recall, and special discount limits. Use the appropriate formulae.

### **Exercise 26.**

a) Study the sample formulae used for soliciting response:

1. *If you have any questions or would like to discuss any points of the offer, please do not hesitate to contact us by...*
2. *If we can be of any further help to you, do not hesitate to contact us by our...*
3. *If you need any further information, please do not hesitate to contact us.*
4. *Should you require further information, please do not hesitate to contact us. Our telephones and addresses are given above.*
5. *If our proposal is acceptable to you or if you have any questions about this offer, please confirm by either return or telephone, address and numbers of which you can see at the top of our offer.*
6. *The enclosed catalogue will give you all the essential facts about our lines, but it cannot answer all your personal questions. It will be pleasure for us to do that if you will write to us or phone at the above telephone number.*



b) In the same offer, which you are working on (ex. 21 – 25), kindly invite your customer to turn to you for any advice or with any question about your new product. Use the appropriate formulae from those given above.

**Exercise 27.**

a) Study the sample formulae used for pressure tactics:

1. *We advise you to stock up while supplies are available.*
2. *Owing to the increased demand for this type of car, our stocks have run very low.*
3. *In view of the heavy demand for this line, we advise you to order at once.*
4. *The exceptional demand this season has nearly cleared our stocks of this product, so we advise you to place your order immediately.*
5. *As the number of the goods of this type is limited in our stocks, we would urge you to order as soon as possible.*
6. *As we execute all orders in strict rotation, we strongly advise you to order early.*
7. *In case of your acceptance, please let us have your order at an early date, as supplies may be limited by the end of the year.*
8. *Our comprehensive stocks enable us to execute all orders promptly and to our customers' specifications, but we advise you to stock up, as the total number of the goods is restricted.*

b) In the same offer (ex. 21 – 26) focus the customer's attention on the necessity of taking quick decision. Give reasons for this using the appropriate formulae.

**Exercise 28.**

a) Closing offers politely may have three functions of indicating the attitude of the writer towards

- (1) future business relations (it can be used to initiate, maintain or terminate business relations): *We appreciate your past custom and look forward to supplying you in the new year at the new prices;*
- (2) further communications (to encourage further communication with regard to a particular matter): *We are sure that these goods will meet your requirements, and we look forward to your first order;*
- (3) reader (to build goodwill action): *We look forward to the pleasure of serving you.*

b) Decide which of the three types are used in the offers of ex. 1, 13, and 17. Then label (1, 2 or 3) the following extracts from different documents to indicate what strategies the authors use in closings of their offers. The first one has been done for you. Check your decision with the key.

1. Our services are at your disposal.	3
2. We look forward to hearing from you.	
3. We should appreciate the opportunity of showing you how efficiently we	

<p>can serve you.</p> <p>4. Thank for your interest; we are sure you will enjoy our service.</p> <p>5. We look forward to receiving your bookings.</p> <p>6. Our whole experience is at your service; we hope you will make use of it.</p> <p>7. Words alone will not prove what we claim for our products: only a trial can do that, and a trial will convince you.</p> <p>8. We will be pleased to supply any further information you require.</p> <p>9. We look forward to your next order.</p> <p>10. We will be pleased to supply you with a first order in the near future.</p> <p>11. Our technical representatives are at your service at all times.</p> <p>12. We look forward to the opportunity of being at service to you.</p> <p>13. We are looking forward to hearing from you, and assure you that your orders will receive our immediate attention.</p> <p>14. We look forward to the opportunity of doing business with you in the near future.</p> <p>15. We hope you will like our terms and look forward to your prompt order.</p>	
--	--

**Exercise 29.**

a) Study the sample formulae used for starting politely:

1. *Thank you for your enquiry about your interest in...*
2. *Many thanks for your enquiry of 2 June.*
3. *We thank you for your enquiry of 3 April.*
4. *We thank you for your letter of 6 January, in which you enquire about ...*
5. *We are pleased to have your enquiry about...*
6. *We are very glad to have your letter of 1 December and to hear ...*
7. *We are grateful to you for your interest...*
8. *We appreciate your interest in our products.*

b) Use the appropriate formulae in the following situations.

1. An enquiry has come to your company, a firm of watchmakers, from a British retailer. You are going to write a reply to send with your trade terms. Start your offer politely.
2. You are going to answer a foreign letter enquiry, which your company has received following an exhibition of your sewing machines at the trade fair in Brussels. Start your offer politely.

**Exercise 30.**

Look at this reply to the enquiry written by one of your colleagues. This letter doesn't make good impression on the reader. Decide what can be improved and rewrite the letter using suitable formulae of the typical offer.

Compare your version with the key.

Dear Mr J. Burke

What an unexpected pleasure to hear from you after all this time! We thought you must have forgotten us since you placed your previous order with us two years ago.

May I take this opportunity of enclosing for your attention our new catalogue and price lists. One of the things you'll probably notice is that all the prices have gone up by 15% since your last order but still, never mind, everyone else's have gone up too – even yours I expect! Nevertheless, for your current order, we shall be delighted to supply you at the old price, so you're quite lucky.

Oh, and another thing, I nearly forgot: we've now got an E-mail address, so you can contact us through Internet if you feel like it. The address is office@ack.ua, all right?

So, there we are, nice to be writing to you again.

Yours faithfully

*Kostiantyn Radchenko*

Sales Director

### **Exercise 31.**

Read the following offer paying special attention to the underlined words and phrases. Are the similar words and phrases found in Ukrainian business letters? How are they called?

Dear Mr F. Gordon

We are very glad to have your letter of 1<sup>st</sup> December and to hear that you are interested in our equipment.

We are enclosing our latest catalogue and the price list for the CM type of our machines. As you will see from the catalogue, the equipment of the kind you require meets your customers' needs.

While we appreciate your enquiry, we have to point out that, unfortunately, our prices have increased owing to recent market fluctuations. However, we think we will be able to allow you a special 2,5% discount if you could make out an order for not less than 30 units.

Furthermore, as we have a good supply of these machines, we can effect shipment within 5 days. But, in view of the end of the fiscal year, we would like to ask you to forward your order within the next week.

We hope you will find our terms and conditions of sale satisfactory, and we look forward to the pleasure of supplying you soon.

Yours sincerely

### Exercise 32.

a) Study the following examples of the communication signals widely used in offers.

A. Sequencing	B. Adding	C. Referring	D. Detailing	E. Opposing
after and as as a result of before consequently in the circum- stances in this case now prior to since so far therefore we are sure we believe we hope we think when which while	also furthermore in addition moreover	according to as a result of as regards as specified as well as concerning due to further to in accordance with in case of in conformity with in connection with in reply to in respect of in this connection in view of owing to regarding with reference to with regard to	as far as ... is con- cerned as follows as regards besides for example for instance in particular in respect of in the event of particularly such as to the following	although but despite however nevertheless notwithstanding if in spite of otherwise should though whatsoever wherever yet

b) Now scan the offers of ex. 1, 13, 15, and 17 and find all communication signals used in them. Copy them out in a separate list and define their assignment (sequencing, adding, referring, detailing or opposing). Example: 1) **and** – **A**.  
Check your answers with the key.

### Exercise 33.

a) Read the following extract from the offer where the necessary communication signals are missing. Add to the text suitable signals from the list given below.  
Check your decision with the key.

and	as a result of	particularly
we believe	moreover	we think
in this connection	although	furthermore
we hope		

\_\_\_\_\_ (1) \_\_\_\_\_ the favourable supply situation we are able to offer you firm, for immediate delivery our lightweight Polymeric Batteries.

Details of the product are enclosed, and you will see that our batteries can be widely used in your electric vehicles, \_\_\_\_\_ (2) \_\_\_\_\_ Broadway Auto 25. \_\_\_\_\_ (3) \_\_\_\_\_ you

will find our prices lower than those of manufacturers of similar batteries.  
\_\_\_\_\_(4)\_\_\_\_\_ we can grant you a 2% discount on list prices.

\_\_\_\_\_(5)\_\_\_\_\_ we usually deal with new customers on the basis of payment in our currency by irrevocable Letter of Credit, we could discuss other terms of payment with you.

\_\_\_\_\_(6)\_\_\_\_\_ before placing a firm order you will need have samples of our batteries to test them in your laboratories. \_\_\_\_\_(7)\_\_\_\_\_ we would be glad to send several samples by a separate post. \_\_\_\_\_(8)\_\_\_\_\_ we will be able to organize our engineer's visit to your place if required.

\_\_\_\_\_(9)\_\_\_\_\_ you will find our terms of sale satisfactory, \_\_\_\_\_(10)\_\_\_\_\_ look forward to hearing from you.

b) This is the offer written by your colleague. She asked you to look if the text is OK. Read the text of the letter carefully and improve it, where necessary, by adding communication signals of your choice.

Dear Sirs

We have great pleasure in submitting you our offer for sensor switches, Type A6D.

This model has been a great success wherever it has been introduced on the European market. You will be satisfied with its performance.

We have sent to you by separate post a set of descriptive brochures of our sensor switches, and a supply of sales literature.

After studying our favourable terms of trade enclosed with this letter, you will see that we are working to capacity to meet our customers' demand.

We would advise you to let us have your order by the end of month, this will enable you to have stocks of A6D at attractive price by Easter. If our offer is acceptable to you, please confirm by return or contact us by fax.

Our products will meet your requirements, and we look forward to your first order.

Faithfully yours

### Exercise 34.

For successful offer writing you should be able to use such set expressions as *to effect payment, special discounts, etc.*

a) Join one word on the left with another on the right to make a two-word expression. Use each word once only. Example: 1 – g.  
Check your decision with the key.

- |               |                      |
|---------------|----------------------|
| 1. have       | a. available         |
| 2. is         | b. forward to        |
| 3. meets      | c. stock             |
| 4. favourable | d. subject to        |
| 5. submit     | e. a discount        |
| 6. look       | f. an offer          |
| 7. increasing | g. pleasure in       |
| 8. are        | h. demand            |
| 9. grant      | i. terms             |
| 10. in        | j. your requirements |

b) Now complete each of the following sentences with one of the expressions you have found above.

Check your answers with the key.

1. Owing to the \_\_\_\_\_, we can offer special discounts for our goods.
2. For large quantities, we will be able to \_\_\_\_\_.
3. We \_\_\_\_\_ sending you our current catalogues for these goods.
4. We \_\_\_\_\_ pleasure of serving you.
5. This offer \_\_\_\_\_ contract.
6. If you think our offer \_\_\_\_\_, please let us have your order at early date.
7. We are sure you will agree that we propose \_\_\_\_\_ of sale.
8. Unfortunately, at present we do not have these goods \_\_\_\_\_.
9. We are pleased to \_\_\_\_\_ for our products.
10. We advise you to stock up while these goods \_\_\_\_\_.

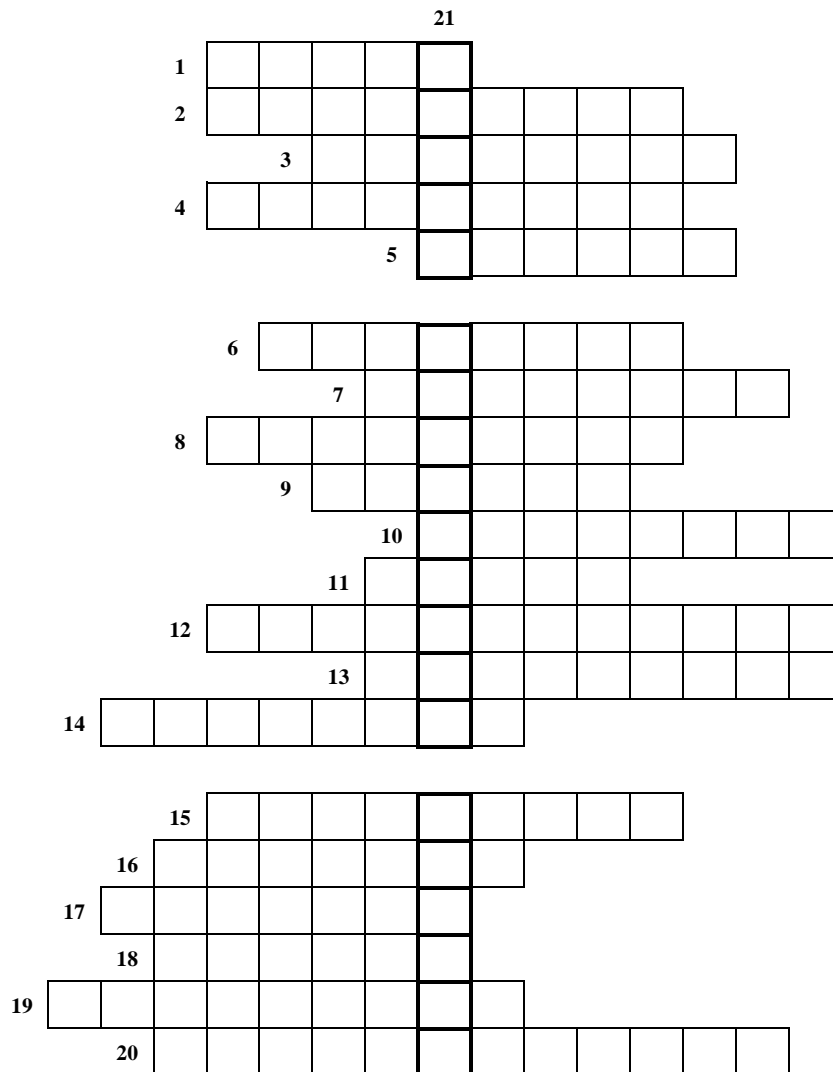
### Exercise 35.

Decide what word(s) should be used in each of the following sentences, taken from different offers, by choosing the appropriate answer.

Check your decision with the key.

1. Our quotations are ... 3% discount for cash.





1. Our t... of payment are settlement by last day of month of receipt of our statement.
2. We have pleasure in submitting our q... for our TV sets.
3. We can promise d... before 1<sup>st</sup> May if your order reaches us within next week.
4. Owing to the i... demand for this type of car, our stocks have run very slow.
5. We should be pleased to s... you on a consignment basis.
6. Immediate d... is guaranteed.
7. Our comprehensive stocks enable us to execute all orders p... and efficiently.
8. This is a special offer and is not subject to our usual d...
9. In view of the heavy d... for this line, we advise you to order at once.
10. Our terms and conditions of sale as printed on our invoices should be strictly o...
11. The goods are available immediately from the s...
12. We are sure that these goods will meet your r...
13. Supplies of this c... on world markets greatly exceed the demand.
14. S... and packing are included in the price.
15. We advise you to stock up, while supplies are a...
16. We have sent to you, by a separate post, s... of our products.



17. With the increase in f... charges, which become effective next month, the next consignment will be rather more expensive.
18. If you a... our quotation, please advise us by fax.
19. We can g... delivery in Melbourne within three weeks of receiving your instructions.
20. For the balance we would require approximately three weeks from the date of receiving your c... that this arrangement is acceptable.

### Exercise 37.

Below is the extract from the offer you have recently received. Unfortunately, the letter was exposed to rain while being delivered, and some parts of this extract disappeared. As this offer is very important for you, you have scanned the letter in order to restore the missing information with the help of your computer. The computer gave you all the words, but they are mixed up. Decide where each word or expression should be inserted.

Check your decision with the key.

would be glad	you will see	special discount
net prices	receipt	if required
any further information	are quoted	are enclosing
ranging	please contact	offer
customers	orders	service
delivery	would be pleased	receive your letter

It was a pleasure to ..... (1) ..... today, and we ..... (2) ..... the catalogue and price list you asked for.

You will see that we can ..... (3) ..... a wide selection of construction materials ..... (4) ..... from home to industrial needs.

You can choose from more than fifty items, which include different designs for home and office.

We ..... (5) ..... to add your clients to our list of ..... (6) ..... throughout the world and could promise them an excellent product with a first-class ..... (7) ..... We ..... (8) ..... to accept ..... (9) ..... for any number of items, and can offer designer services ..... (10) .....

..... (11) ..... that our prices ..... (12) ..... c.i.f. Kyiv, and we are offering a ..... (13) ..... of 10% off all ..... (14) ....., with ..... (15) ..... within two weeks from ..... (16) ..... of order.

If there is ..... (17) ..... you require, ..... (18) ..... us, and once again thank you for your letter.

### **Exercise 38.**

The Board of Directors of your company had a meeting on the problem of changing terms of sale on what some very important customers are insisting. You were taking notes during the meeting, as you had been asked to summarize what was being discussed in order to write an offer to the customer after the meeting.

Working in small groups of 3 or 4, read through your notes and arrange the sentences in their chronological order. Add punctuation and capital letters where necessary. Before fulfilling the task, read through Language File 4 of the Reference Guide on pages 126 – 128.

Check your version with the key.

- you will benefit from a further discount of ten per cent on the whole order
- at three per cent reduction of the unit price
- we confirm therefore that
- but at our expense
- payment will be made by letter of credit
- in addition to these terms it was agreed that
- we look forward to receiving your confirmed order
- we are pleased to inform you that
- however, this will only be credited to your account
- with reference to your meeting with Mr S. Richardson last week
- we shall ship the consignment in pre-fabricated parts to be assembled with the assistance of one of our supervisors
- drawn by us on you at sixty days
- delivery will be effected on or around September 5
- as a result of your order being over \$8000
- on the occasion of a repeat order
- the terms you propose concerning the supply of furniture and fittings are acceptable to us
- we shall supply you with the items you require

### **Exercise 39.**

Your company is preparing an advertising campaign for the new range of drills and other tools. Working in small teams of 3 or 4, arrange your ideas in the text of the offer to be sent out to all your regular buyers. These are your terms of trade:

- unit price 540 UAH
- orders over 5000 UAH
- 10% discount
- payment by L/C
- seven days' delivery after receipt of payment
- supervision of installation
- annual service

Begin like this:

Dear Mr...

We are pleased to write to you again, and we think you will be interested to hear that ...

Use the necessary and appropriate communication signals in your offer.

### **Exercise 40.**

You work for the Ukrainian Food and Beverages Ltd. Your company has invented a new product – the Aqua-C mineral water. Now you are looking for investors to launch the product on the Ukrainian market.

Draft the text of the offer for future cooperation with the Finest Beverages Company.

Follow this outline:

1. Establish your credentials, i.e. tell the reader
  - when your company was set up
  - when it began manufacturing its products
  - what it succeeded in
2. Offer future cooperation:
  - say that you think they will be interested in doing business with you
  - admit the increase in mineral water consumption over the past five years in Ukraine
  - say you invented a unique product
  - mention that you have all technical facilities for its production
  - explain what you want from them (investments for launching the Aqua-C on the Ukrainian market)
  - assure them they will not risk investing in this deal
3. Give essential details of your Aqua-C mineral water:
  - say it is extracted from natural springs in ecologically clean region of Poltava
  - deny any chemical additives in the product
  - emphasize its unique feature – vitamin C containing
4. Enclose your promotional pamphlets and financial documentation.
5. Solicit response.
6. End politely.

### **Exercise 41.**

Working with a partner, write a letter to GH Furniture Plc, 42 West Lane, Plymouth, Devon, England. Your company (Best Modern Designs Ltd, 94 Vasyl'kivs'ka St, Kyiv 03040, Ukraine) is offering your new designs of fittings for bedroom furniture. Invent the rest of the necessary details. Follow the model given on page 107.

Your company's Letterhead

References  
Date (today's)

- Inside Address (see above)
- Attention Line (Purchasing Manager)
- Dear ...
- Subject Title (Special summer offer for ...)
- Open the letter. Say what you are writing about (see above)
- Tell them exactly what you can offer (the special discount on all orders in the next 30 days; six months' free credit on all orders over \$750)
- Close the letter
- Yours ...
- Sign it with your name and title (Overseas Sales Manager)
- Enclosures (catalogue and details of special summer offers)

**Exercise 42.**

The letter on page 108 is an enquiry from the export merchant who has not been able to obtain satisfactory deliveries of drills and lathes from their regular suppliers. Read the letter carefully and send them your offer. Give answers to all their questions and include the details of your business terms. Pay attention to the layout of your offer.

**Exercise 43.**

Work in pairs. Each of you should write one offer based on the partner's details. Follow this order:

Student A	Student B
1. Write down the details of the special offer from a company selling chocolates, and hand them to your partner.	1. Write down the details of the special offer from a company selling shampoo, and hand them to your partner.
2. Take your partner's details and write a sales promotion letter to a company based in the North or South America.	2. Take your partner's details and write a sales promotion letter to a company based in Europe or Asia.

# **A. Zimmerly A.G.**

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## **Import-Export Merchants**

P.O.Box 325, Sf – 33200 Tampere, Finland Tel: 358 31 134 845 Fax: 358 31 134 844  
E-mail: [finntec@zimmerly.fn](mailto:finntec@zimmerly.fn)

Registered # 880932

Your ref:  
Our ref: BS/jr

12 December 2001

Photonica  
49 Predslavyns'ka St  
Kyiv 03006  
UKRAINE

Dear Sirs,

Our associates J.J. Mueller of Basle, who inform us that they have been doing business with you for some five years, have given us your name. We asked them if they knew of a manufacturer, who might be able to supply at very short notice the articles specified on the enclosed list, and they advised us to contact you.

We can explain in confidence that our normal supplier has rather let us down on delivery dates this year, and we are in danger of getting into arrears with some of our overseas contracts.

If you can supply the goods we require, please accept this as our order. Payment will be made in accordance with your usual terms of business.

We hope you will be able to help us in this instance, and can add that if your products and terms are as competitive as we have been led to believe, we will be interested in a long-term contract with you.

We would appreciate your reply by E-mail.

Yours faithfully,

*Bruno Schmidt (Mr)*

Bruno Schmidt  
Export Manager

Encl.: 1 (list of the required goods)

## REFERENCE GUIDE

### OFFER

#### Information File

**An offer** (*оферта*) is a sales promotion letter addressed by a manufacturer or seller to a selected group of prospective customers in order to persuade them to buy a product or service. Usually it is printed from computer on the company's stationery form.

There are firm and free offers. Text of a *firm offer* (*тверда оферта*) includes a statement of time validity of the offer. It means that the offerer is obliged to fulfil conditions of the offer during the period stated in it.

A *free offer* (*вільна оферта*) doesn't impose any time limits on the offerer. It means that the seller is free of any period obligations in terms of the conditions of the offer.

Until the contract of sale is concluded, the seller can recall his offer. It can happen only if there is a statement of revocability in the offer. It means that the offer can be either *revocable* (*відзивна*) or *irrevocable* (*безвідзивна*).

If the customer agrees to the terms of the offer, it means he accepts the offer. If the customer doesn't accept the offer, he can send a counter proposal with his conditions to the offerer.

#### Language File 1

#### Structure and Vocabulary

##### I.

**The Letterhead** includes the company's name and post address, telephone and fax numbers, E-mail, and sometimes Internet address. European countries also add their *Registered number*, or VAT (value added tax) code. Ukrainian and some other companies write bank or account code instead. A comma separates the parts of the address. But when the Letterhead is written in the left or right top corner of the paper, don't use any commas.

##### II.

Look at this Reference: DS/JA. **The Reference** consists of the initials of the person who signs the letter (DS – Donald Simpson) and those of the typist (JA – Jane Allwright). The initials of the typist can be written in small letters: DS/ja. References may appear in figures: 661/17, in which case 661 refer to the chronological number of the letter and 17 to the number of the department. When you refer to the letter from your addressee, you use their references first. Example: *Your ref: TL/fw* or *Your ref: 138/4*, and only then put your own references: *Our ref: BA/HT* or *Our ref: 82/6*.

### III.

The form in which *the Date* can be written in a sales promotion letter is

5th October, 2001	} in British style (for Great Britain European countries, Australia, Africa, Asia),
5 October 2001	
5 Oct. 2001	

and

October 5, 2001	} in American style (for North and South America).
Oct. 5, 2001	

Note that the month in the Date *should not be written in figures*, as they can be confusing. Example: 5.10.01 means 5th October 2001 in the UK, but 10<sup>th</sup> May 2001 in the USA!

### IV.

*The Inside Address* can begin in four ways, when:

#### 1. Surname known.

If you know the surname of the person you are writing to, you write this on the first line of the address, preceded by a courtesy title and either the person's initial(s) or his/her first given name. Example: *Mr J. Costello* or *Mr John Costello*, **not *Mr Costello***.

Courtesy titles used in Inside Address are as follows:

Mr – for a man;

Mrs – for a married woman;

Miss – for an unmarried woman;

Ms – for both married and unmarried woman (is more widely used in business correspondence);

Messrs – for two or more men.

#### 2. Title known.

If you don't know the name of the person you are writing to, you may know or be able to assume his/her title or position in the company (*The Sales Manager, The Commercial Director*), in which case you can use it in the Inside Address.

#### 3. Department known.

Alternatively, you can address your letter to a particular department of the company (*The Sales Department, The Purchasing Department*).

#### 4. Company only known.

Finally, if you know nothing about the company and do not want to make any assumptions about the person or department your letter should go to, you simply address it to the company itself (*Procter&Gamble, Saturn Ltd*).

After this you put in each separate line: name of building (if it exists), number of building and name of street, name of city and postcode, name of country as in ex. 1.

**V.**

In the Charts 1 and 2 the correspondence between *the Salutation* and *the Complimentary Close* is showed:

Chart 1

**British Style (for Great Britain, European countries, Australia, Africa, Asia)**

<b>Inside Address</b>	<b>Salutation</b>	<b>Complimentary Close</b>
Mr B. Kaasen The Import Manager Superbuys Ltd Superbuy House Wolverton Road London SW 16 7DN ENGLAND	Dear Mr B. Kaasen(,)	Yours sincerely(,) / Sincerely yours(,) / Yours truly(,)
The Import Manager Superbuys Ltd Superbuy House Wolverton Road London SW 16 7DN ENGLAND	Dear Sir(,) / Dear Sir or Madam(,)	Yours faithfully(,) / Faithfully yours(,)
The Import Department Superbuys Ltd Superbuy House Wolverton Road London SW 16 7DN ENGLAND	Dear Sirs(,) / Dear Sirs or Mesdames(,)	Yours faithfully(,) / Faithfully yours(,)
Superbuys Ltd Superbuy House Wolverton Road London SW 16 7DN ENGLAND	Dear Sirs(,) / Dear Sirs or Mesdames(,)	Yours faithfully(,)/ Faithfully yours(,)



**American Style (for North and South America)**

<b>Inside Address</b>	<b>Salutation</b>	<b>Complimentary Close</b>
Mr. J. Merton The Purchasing Manager MacKenzie Bros Ltd 1-5 Whale Drive Dawson Ontario T6B 1L1 CANADA	Dear Mr. J. Merton:	Sincerely yours(,) / Yours sincerely(,) / Cordially yours(,) / With kind regards(,) / With best regards(,) / Regards(,)
The Purchasing Manager MacKenzie Bros Ltd 1-5 Whale Drive Dawson Ontario T6B 1L1 CANADA	Dear Sir:	(Very) truly yours(,) / Yours (very) truly(,) / Sincerely yours(,) / Yours sincerely(,)
The Purchasing Department MacKenzie Bros Ltd 1-5 Whale Drive Dawson Ontario T6B 1L1 CANADA	Gentlemen:	(Very) truly yours(,) / Yours (very) truly(,) / Sincerely yours(,) / Yours sincerely(,)
MacKenzie Bros Ltd 1-5 Whale Drive Dawson Ontario T6B 1L1 CANADA	Gentlemen:	(Very) truly yours(,) / Yours (very) truly(,) / Sincerely yours(,) / Yours sincerely(,)

**VI.**

After the Complimentary Close, the author of the letter puts his/her *handwritten Signature* and *Title* and then the typed *Name* and *the Company Position*.

Example.

Yours sincerely <i>(Ms) J. Howatt</i> J. Howatt Sales Manager	Regards <i>J. Long</i> (Ms) Jennifer Long Chief Executive Officer
Yours faithfully, <i>Fred Henderson (Mr)</i> F. Henderson Managing Director	Very truly yours, <i>M. Russel</i> M. Russel (Mr) Export Manager

Always type your name after your handwritten signature, and your position in the firm after your typed signature. It is important, because handwritten letters such as “a”, “e”, “o”, “r”, and “v” can easily be confused. It is a matter of choice whether you sign with your initial(s) (*V. Lymar*) or your given name (*Valentyna Lymar*).

If you give no title, your correspondent will not be able to identify your sex and may give the wrong title when he/she replies. So it is safer to include your title either in your handwritten or typed signature.

Example.

Yours faithfully, <i>R. Montilla (Mr)</i> Richard Montilla Deputy Managing Director	Yours sincerely, <i>Валентина Лимар</i> V. Lymar (Ms) Export Sales Director
--	--

## VII.

If there are any *enclosures*, e.g. leaflets, prospectuses, catalogues, price-lists, samples, etc. with the offer, these may be mentioned in the body of the letter. But many companies in any case write *Enc.* or *Encl.* at the bottom of the letter, and if there are a number of documents, these are listed.

Example.

Enc.:/	Samples (5 items)	or	Enc.:/	5 (samples)
Encl.:	Order form (2 copies)		Encl.:	2 (order forms)
	Catalogue (1 copy)			1 (catalogue)
	Price list (1 copy)			1 (price list)

## Language File 2

### Moves

The structural interpretation assigned to the Body of the Offer indicates that the writer has used the following *moves*:

1. Establishing credentials.
2. Introducing the offer:
  - a) offering the product or service;
  - b) essential detailing of the product or service;
  - c) indicating value of the offer.
3. Offering incentives.
4. Enclosing documents and/or samples.
5. Essential detailing of the offer.
6. Soliciting response.
7. Using pressure tactics.
8. Ending politely.

Moves 2b, 2c, 3, 4 may have different order. It depends on the author's priorities. Moves 1, 2a, 2b, 6, 8 are considered to be obligatory for writing an offer, and move 5 is necessary for firm offers.

### ***1. Establishing credentials***

Do you know that the word “credentials” means achievements, qualifications, and proofs showing that a person is what he/she claims to be? How can the author of the offer show his credentials?

The writer of the offer in ex. 16 begins the first paragraph by establishing her company's credentials, i.e. by referring to the needs of the potential customer. By doing so, she obviously implies that her company is the one who can fulfil these needs. This is the first sentence for this move. The second sentence also can be assigned to establishing credentials, as the writer refers to her company's achievements and past experience. If you look in the offer in ex. 1, you will see that its author establishes credentials by referring to the company's achievements too. Sometimes this move occupies several sentences, which serve for the same communicative purpose – to establish credentials.

### ***2. Offering the product or service***

Having established his company's credentials in the eyes of the reader, the writer then goes on to introduce the product or service that he is promoting. In the next paragraph, he offers the product/service to his reader, informing him about it.

### ***3. Essential detailing of the product or service***

In the next sentence(s) the writer informs his reader about the most essential features of the product, like what it consists of, when it can be offered, how much it costs, and why it can be valuable for the intended reader. In business world this is known as product-detailing. This move makes an offer. It is one of the most essential parts of the sales effort, because if the product is not familiar to the consumer, it will not sell no matter how good it is. The language used for this move is similar to that of advertising, as you can see in the offer in ex. 16. Note that sometimes detailed description can be omitted if any other descriptions are enclosed to the letter, e.g. samples, leaflets, catalogues etc. In this case, the author of the offer refers to the enclosed materials.

### ***4. Indicating value of the offer***

In indicating value of the offer, which is normally contained in one sentence, the writer emphasizes the importance of his company's goods (services) and/or conditions of trade to make the reader more interested in the possible deal.

### ***5. Offering incentives***

Do you know that the word “incentive” means encouragement? What does the writer encourage in this move?

After the prospective customer has been informed about the product or service, the writer in the next paragraph attempts to make the offer more attractive by offering an incentive in the form of discounts or other favourable terms.

This move expresses the requirement of bargaining, which is a part of international trade culture. So the function of this move is to offer favourable terms of trade to persuade the prospective customer to consider seriously the deal being offered.

### ***6. Enclosing documents and/or samples***

One of the important aims of the writer of the offer is to keep its length within reasonable limits so that the busy businessman is not put off by its unnecessary details (at least for those readers who may not be terribly inclined to buy the product or service straight away). However, this requirement directly clashes with the requirement that a positively inclined customer should have readily available all the necessary details that he/she might need in order to make up his or her mind about the product or service.

Clever business people find easy and effective solutions to such problems by enclosing detailed descriptions of products or services, trade terms in the form of brochures, leaflets, pamphlets, catalogues, request/order forms, samples, price lists, quotations etc., so that a busy non-inclined reader can ignore the details, while a favourably inclined reader has the details readily available. But some offerers prefer to give all details in the letter, so this strategy is optional.

### ***7. Essential detailing of the offer***

For a firm offer it is necessary to indicate the details of its validity, (ir)revocability, and/or other special terms in the separate paragraph. This move is important for the offerer, because it limits his obligations before the customer.

### ***8. Soliciting response***

Do you know that the verb “to solicit” means to offer oneself to somebody for something, e.g. to service? What exactly does the writer of the offer in ex. 16 solicit to the customer?

All offers are seen as efforts to initiate new business relations or strengthen the existing ones. Therefore, one of the main communicative purposes of the sales effort is to encourage the prospective customer to continue further communication. That is the reason why in offers the writers often make it a point to include the information containing telephone or fax numbers, addresses or names of people the reader can turn to with any queries about the product or service.

### **9. Using pressure tactics**

Sometimes it is considered rewarding to use further pressure tactics to prompt the already half-inclined customer to take a quick decision about the product or service being promoted. This is generally realized in the form of a proposal of some additional savings or gains if the customer decides to buy the product or use the service before a specified deadline. So the main function of this move is to push the already inclined or half-inclined customer to take an immediate decision, and that is one of the reasons why this move generally occurs towards the end of the offer.

### **10. Ending politely**

All offers invariably end on a polite, pleasant and courteous note. Closing offers politely may have three functions of indicating the attitude of the writer towards (1) future business relations (it can be used to initiate, maintain or terminate business relations): *We appreciate your past custom, and look forward to supplying you in the new year at the new prices*; (2) further communications (to encourage further communication with regard to a particular matter): *We are sure that these goods will meet your requirements, and we look forward to your first order*; (3) reader (to build goodwill action): *We look forward to the pleasure of serving you*.

### **11. Starting politely**

When replying to enquiries writers start their offers with thanking the customers with receiving letters from them. It is a matter of business courtesy.

Note that in writing replies to enquiries, offerers state the reader's reference and address their letters to the persons, who signed the enquiries.

## **Language File 3**

### **Grammar**

#### **I.**

#### ***Tenses***

##### *General points*

The tenses, which are widely used by writers in offers, are: *Present Indefinite, Future Indefinite, Past Indefinite, Present Continuous, and Present Perfect*.

##### *Specific points*

While writing an offer you can use:

## The Present Indefinite Tense

a) to describe a state or characteristic;	<i>We are a successful sole agency of P&amp;G in Ukraine with business experience of more than 10 years.</i>
b) to describe repeated or habitual action;	<i>We usually offer an 18% discount on f.o.b. prices.</i>
c) in certain set expressions used in offers	<i>We thank you for your enquiry ...; We are pleased to inform you ...; We have pleasure in ...; We assure you that ...; We feel that ...; We think that...; We are sure that ...; We wish to inform you that ...; We hope to hear from you shortly ...; We look forward to hearing from you soon ...</i>

## The Future Indefinite Tense

a) to make predictions;	<i>The prices quoted above for bulk purchase will enable you to sell at highly competitive prices.</i>
b) for formal announcements about the future;	<i>We will ship the raincoats within one week of receiving your order.</i>
c) after verbs like: <i>think, feel, suppose, expect, hope;</i>	<i>We feel sure you will not miss such an opportunity.</i>
d) with verbs not usually used in the continuous:	<i>This offer will cost \$2,550 that will include delivery.</i>
<i>like, want, prefer, appreciate, know, believe, understand, recognize, realize, think, mean, remember, see, hear, feel, belong, have, own, possess, need, consist of, include, exist, be</i>	<i>We will prefer an advance payment. The products are 'Dolby', which is a brand name you will certainly recognize.</i>

## The Past Indefinite Tense

a) to describe actions or events, which finished at a definite time in the past;	<i>Thank you for your enquiry, which we received yesterday evening.</i>
b) to describe a repeated or habitual actions in the past	<i>We usually dealt with wholesalers last season, but now ....</i>

## The Present Continuous Tense

a) to describe an action, which is taking place at the moment (when the writer cannot see or know what's happening);	<i>We are exporting this range of goods to several tropical countries.</i>
b) to describe a temporary action;	<i>We are looking for a successful and serious company with experience in this field for representing us on Ukrainian market.</i>
c) to express future arrangements	<i>We are taking part in trade fair in Helsinki on 8<sup>th</sup> September.</i>

NOTE: Remember that some verbs are rarely used in the continuous form because they describe a state of some kind rather than an action.

Common verbs of this type include:

<i>Verbs of feeling</i>		
Like	dislike	want
prefer	appreciate	regret
hope	please	thank
wish	assure	hate

<i>Verbs of thinking</i>		
know	understand	think
believe	remember	recognize
realize	mean	guess

<i>Verbs of senses</i>		
see	feel	hear

<i>Other verbs</i>		
belong	have (= possess)	own
contain	consist of	include
involve	be	exist
weigh	cost	depend

## The Present Perfect Tense

a) to describe actions and events, which have just finished;	<i>We have sent you our summer catalogue, which is printed in English.</i>
b) to describe actions or events, which began or occurred in the past, but which have not yet finished;	<i>We have organized a survey to find out how many people drink mineral water, which can help us to offer competitive prices for our brands.</i>
c) to describe experience and knowledge acquired in the past	<i>During recent years our sales have grown so considerably that we can allow special promotional discounts for our customers.</i>

## The Present Perfect Continuous Tense

a) to stress how long an unfinished or recently completed action/event has taken;	<i>Messrs. Robinson and Co., with whom we have been doing business for five years, have informed us that ...</i>
b) to stress the temporary nature of an unfinished action or event	<i>We have been offering this model for the past year, but now we ...</i>

## II.

### *Modals*

Modal auxiliary verbs or *modals* are used by writers to express their attitude toward the action or state indicated by the infinitive. With the help of modals they show that the action or state is considered as obligatory, necessary, advisable, possible, impossible and so on.

Some important points on modals.

#### General points

1. The modals, which are often used by writers in offers, are: *will, would, can, could, should, and may*.
2. There is no -s ending in the third person singular. Example: *If you have any further questions, please contact Mr. T. Mills on 081 903 2323 ext. 21, who, as Territory Manager, **will** be able to give you any advice or information you require.*
3. Questions and negatives are formed without *do*. Example: ***Could** we ask you to inform us about your wish in the near week after receiving this offer?*
4. They are followed by the infinitive without *to*. Example: *We **could** quote you other prices if necessary.*
5. They can be followed by *be/have + Participle II*. Example: *Payment for initial order **should be made** by irrevocable letter of credit.*
6. Some modals are used to express the negative: *You **could not** miss your chance; Because of the low prices for these goods we **cannot** offer any trade discounts.*



### Specific points

While writing an offer you can use:

<b>will</b>	1) to express willingness; 2) to make predictions;  3) to make request	<i>We will charge for the goods as follows: ... . You will already know that the fine quality of our food products is renowned both in your country and in ours. Will you let us emphasize the outstanding possibilities of the ER-45, which guarantee its trouble-free operation?</i>
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NOTE: *Will* is hardly ever a purely modal verb. It generally combines its modal meaning with the function of an auxiliary expressing futurity. Cf: *Any orders you place with us will be processed promptly.* – The verb *will* here is used to make the Future Indefinite Tense.

<b>would</b>	1) to express polite willingness; 2) to make predictions;  3) to make polite request;	<i>We would be glad to send the goods by rail on receipt of your order. You would be pleased with our terms of trade. Would you kindly use the special order form enclosed with this letter.</i>
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NOTE: *Would* is considered to be more polite and formal than *will*. It is more common in business letters, especially offers.

<b>can</b>	1) to express physical/mental ability; 2) to express possibility;  3) to make suggestion;  4) to make request;  5) to express permission	<i>We can offer you a special discount of 5 per cent on all goods ordered before 1 March. Full technical support can be provided if required. This offer can get you interested in future great possibilities. Can you please confirm that the terms of trade are suitable for you? You can test these samples as you wish.</i>
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<b>could</b>	1) to express physical/mental ability;	<i>We could guarantee delivery within 3 weeks of receiving your instructions.</i>
	2) to express possibility;	<i>You could test for yourself the wonderful adaptability of our system to all storage problems, by sending us a trial order for 5-meter section.</i>
	3) to make polite suggestion;	<i>We think you could be interested to hear that ...</i>
	4) to make polite request;	<i>Could you please forward this offer to any companies in Ukraine that may be interested in representing us?</i>
	5) to express polite permission	<i>You could give our address to other offices in Kyiv that are interested in such offer.</i>

NOTE: *Could* is considered to be more polite and formal than *can*. It is more common in business letters, especially offers.

<b>should</b>	1) to express obligation/necessity;	<i>Payment should be effected by banker's draft on acceptance of your order.</i>
	2) to give advice;	<i>We think you should take into account the importance of making early order, as we cannot promise delivery before 1<sup>st</sup> January.</i>
	3) make suggestion	<i>You should appreciate the opportunity of making a real bargain.</i>

NOTE: *Should* is more likely used to express obligation in offers, as the verb *must* is considered to sound authoritative and impolite in business written communication.

<b>may</b>	1) to express possibility;	<i>The goods you enquired about are sold out, but we may offer you a substitute.</i>
	2) to express permission;	<i>You may let us have your order by the end of the month.</i>
	3) to make request	<i>To prove this may we refer you to the catalogue enclosed with this offer?</i>

NOTE: *May*, when used to express permission in offers, sounds more formal than *can*.

<b>might</b>	1) to express possibility;	<i>We might allow bigger discounts instead.</i>
	2) to make suggestion	<i>We think you might want to make a trial order, and we are at your service.</i>

NOTE: *Might*, when used to express possibility in offers, sounds more polite and formal than *may*.

### III.

#### *The Passive Voice*

Consider the following sentences:

<b>Active:</b>	<i>Our designers have now improved the model. We quote our prices as c.i.f. Eastern Canadian seaboard ports.</i>
<b>Passive:</b>	<i>The model <b>has now been improved</b>. Our prices <b>are quoted</b> c.i.f. Eastern Canadian seaboard ports.</i>

The sentences have the same meaning, but the emphasis is different:

In active sentences (with the Active Voice), we are more interested in the person or thing doing the action (*the agent*).

In passive sentences (with the Passive Voice), we are more interested in the person or thing affected by the action. If we want to mention the agent, we use *by*:

*The model has now been improved **by** our designers.*

But often, in business writing, the agent is not important:

*Our products **are made** entirely of high quality materials.*

*The catalogue and price list **are enclosed** with this letter.*

The Passive Voice is typical for business letters, as it adds formal and official character to professional written communication. Thus, passive forms are more preferable in offers than active ones.

Normally, passive forms are used in offers by writers to describe a product/service and terms of business:

*The impressive results of safety and fuel economy of our tubeless tyres **have been achieved** in rigorous factory and track results.*

*All list prices **are quoted** f.o.b. Le Havre.*

Very often writers use passive forms with modal verbs, which are followed by *be* + *Participle II*:

*Trade discounts **can be allowed** 25% off list prices to bona fide retailers and wholesalers.*

*Our terms and conditions of sale as printed in our invoices **should be strictly observed**.*

There are passive forms of most verb tenses, for example:

Future Indefinite	<i>The delivery <b>will be effected</b> within 2 weeks from receipt of your order.</i>
Present Indefinite	<i>Every item <b>is checked</b> for its quality.</i>
Present Continuous	<i>This model <b>is now being tested</b> for its safety at our plant.</i>
Present Perfect	<i>The wholesale prices for the goods <b>have been revised</b>.</i>
Past Indefinite	<i>The steel casing of this model <b>was replaced</b> by plastic.</i>

NOTE: The Present Perfect Continuous **is not found** in the Passive Voice.

So to make the sentence passive, you should use the following:

Future Indefinite	will + be + Participle II
Present Indefinite	is/are + Participle II
Present Continuous	is/are + being + Participle II
Present Perfect	has/have + been + Participle II
Past Indefinite	was/were + Participle II
Modals	modal verb + be + Participle II

NOTE: To make negative passive form, put *not* directly after the first component of the passive form: *Prices will **not** be revised under any circumstances.*

#### IV.

##### **Conditionals**

###### General points

1. Authors use Conditionals to say about the consequences of something, which may possibly happen in the future:

*We will give you a 5% discount if you pay in cash.*

2. To make a conditional sentence, you may follow this formula:

<b>if/unless + present tense</b>	<b>future tense/imperative (or modal + verb)</b>
<i>If you are interested in representing us,</i>	<i>we <b>will send</b> you full information on this matter.</i>
<i>If you find our terms of business satisfactory,</i>	<i><b>please contact</b> us at once.</i>
<i>Please note that <b>unless you send</b> us your remittance within the next ten days,</i>	<i><b>we could not</b> take steps toward dispatch of the goods.</i>

3. **Should** and **would** (+ **the verb**) can be used in the conditional part of the sentence if the author is uncertain about the action or event:

*We would be glad to allow you a special 2,5% discount if you **could see** your way to increasing your order to 50, 000.*

*We would be happy to discuss discounts with you if you **would** kindly **let** us know how large your orders are likely to be.*

*If you **could let** us have a month, we **could guarantee** delivery within that period.*

4. When **would** or **could** (+ **the verb**) are used in the main part of the sentence, they express polite possibility (*could*) or willingness (*would*):

*We **would be glad** to allow you a special 2,5% discount if you **could see** your way to increasing your order to 50, 000.*

*We **would be happy** to discuss discounts with you if you **would** kindly **let** us know how large your orders are likely to be.*

*If you **could let** us have a month, we **could guarantee** delivery within that period.*

5. In business formal letters (offers including) it is common to leave out **if/unless**, and use **should** (**not**) + inversion:

*Should you be interested, we will be pleased to offer you these services.  
Should you require any further information, we will be glad to help you.*

Specific points

1. Offerers use Conditional sentences for bargaining, i.e. for making the offer more attractive by offering an incentive in the form of discounts or other favourable terms of trade in order to persuade the prospective customer to consider seriously the deal being offered:

*If you let us have your instructions by the end of this week at the latest, we could ship your order by 23 August.*

2. Writers can also use Conditionals for soliciting response, i.e. to encourage the prospective customer to continue further communication:

*If you accept our quotation, please advise us by fax.*

3. Sometimes authors use Conditionals for essential detailing of the offer, i.e. for pointing out special terms, which limit their obligations before the customer:

*This offer will be withdrawn if it is not accepted within 7 days.*

V.

**The Participle Constructions**

Consider the following sentences:

Written Business English	Spoken Business English
1. <i>We thank you for your letter of 8 August <b>enquiring</b> about our products.</i> Ми вдячні за Вашого листа від 8 серпня <b>із запитом</b> про нашу продукцію.	1. <i>We thank for your letter of 8 August, <b>in which you enquire</b> about our products.</i> Ми вдячні за Вашого листа від 8 серпня, <b>в якому Ви запитуєте</b> про нашу продукцію.
2. <i>We will supply the goods at the prices <b>quoted</b> in the price list.</i> Ми поставлятимемо товари за цінами, <b>вказаними</b> в прайс листі.	2. <i>We will supply the goods at the prices, <b>which are quoted</b> in the price list.</i> Ми поставлятимемо товари за цінами, <b>які вказані</b> в прайс листі.

The words **in bold** in the left column are called *Participle constructions*. In the first sentence: *We thank you for your letter of 8 August **enquiring** about our products*, the Present Participle construction is used, while in the second sentence: *We will supply the goods at the prices **quoted** in the price list*, the Past Participle Construction is used.

The Participle Constructions are used in written English where, in spoken English, it is more common to use a sentence beginning with who, which, etc.

Compare:

written: *We thank for your letter of 8 August, **in which you enquire** about our products.*

spoken: *We will supply the goods at the prices, **which are quoted** in the price list.*

Authors of offers use the Present Participle (*Participle I*) and the Past Participle (*Participle II*) Constructions:

a) as an adjective: - active, - passive;	<i>We are enclosing our latest catalogue <b>showing</b> all products of our new line.</i> <i>The <b>enclosed</b> catalogue will give you all the essential facts about the lines.</i>
b) in place of <b>who/which</b> + sentence	<i>The prices <b>covering</b> freight and insurance are stated in our price list.</i> <i>The prices <b>quoted</b> are stated in our price list.</i>

NOTE: The Participle I (verb + ing) is *active* in meaning, and the Participle II is *passive*. Compare:

*We are enclosing our latest catalogue **showing** (which shows) all products of our new line.*

*The **enclosed** (which is enclosed) catalogue will give you all the essential facts about the lines.*

NOTE: Participial Constructions act as **adjectives**, not as nouns or pronouns.

## VI.

### *The Gerund*

Consider the following sentences:

1. *Our prices include **packing** and **forwarding** the goods to the place of destination.*

Наші ціни включають спаккування та відправлення товарів до місця призначення.

2. *Freight and **packing** cases are included in the price.*

Фрахтування та пакувальні коробки включено до ціни.

In the first sentence, the verb **in bold** is used as a noun. This verb form is called *the Gerund*, and it is not found in the Ukrainian language.

Comparing the two sentences above, you can see that the Gerund has the same form as the Participle I, but it acts like a noun, while the Participle I does not.

Some important points on the Gerund:

1. You can use the Gerund (verb + ing) after many verbs. Some of these verbs are given in the following list:

admit	enjoy	miss
appreciate	finish	postpone
avoid	imagine	prevent
consider	include	propose
delay	involve	risk
deny	keep ( <i>persist in</i> )	stop
dislike	mind ( <i>object to</i> )	suggest

*The price quoted **includes loading** to the ship.*

2. The Gerund must be used immediately after prepositions:

after	before	by
when	while	without

*Prices are subject to variations **without notifying**, in accordance with market fluctuations.*

3. It must also be used after the verbs and expressions followed by prepositions, for example:

instead of	to feel like
to approve of	to have pleasure in
to be fond of	to insist on
to be for/against	to look forward to
to be good at	to object to
to be interested in	to succeed in
to be subject to	to thank for
to be used to	to think of/about

*We **look forward to supplying** you in the new year at the new prices.*

4. The Gerund can also be used as the subject of the sentence:

***Developing** new products was our main objective last year.*

## Language File 4

### Punctuation

#### A – Full Stop:

1. A full stop is used not only for ending a sentence. It is sometimes used in abbreviations, when the abbreviation is itself a pronounceable word: inst. – for instance, Cat. – Catalogue, Dept. – department, Enc. – enclosure, Ref. – reference, tel. – telephone and so on.

2. In British style, writers do not use a full stop if the first and last letters of the abbreviation are the same as the first and the last letters of the complete word: Mr for Mister, Ltd for Limited, hdqs for headquarters, gds for goods, ft for feet and so on. But in American style they use a full stop in such abbreviations.

B – Comma:

<p><b>1</b></p>	<p>A comma is used before <b>and</b> and <b>or</b> only when they separate more than two elements, and when these elements are separated by the meaning of the sentence.</p> <p><i>We are enclosing full details of our terms of business, a set of descriptive brochures of our products, and a supply of sales literature.</i></p> <p><i>We can grant special terms for orders of 50, 100, or the value you mention.</i></p>
<p><b>2</b></p>	<p>A comma is also necessary when <b>and</b> and <b>or</b> join two long sentences. It prevents ambiguity.</p> <p><i>We feel we must point out that our prices have been already cut to the minimum possible, and that envelopes are unobtainable elsewhere at these rates.</i></p> <p><i>You could have a demonstration of the fitting of the Lockshelf System in your own storeroom, or see the combined units here in our showrooms.</i></p>
<p><b>3</b></p>	<p>A comma is used before sentences beginning with <b>but, since, while</b> and <b>because</b>.</p> <p><i>We have enclosed our price list, but should point out that prices are subject to changes.</i></p> <p><i>The prices quoted above are provisional, since we may be compelled by increased costs of raw materials to increase our prices to customers.</i></p>
<p><b>4</b></p>	<p>Single words, phrases and sentences (communication signals) beginning with the words, such as <b>however, indeed, therefore, besides, otherwise, fortunately, nevertheless, no doubt, on the other hand, in conclusion, as a rule, because of, in view of, further to, owing to, as you know</b>, etc. are set off by a comma <u>at beginning and end</u>.</p> <p><i>Owing to increased costs, we have been forced to increase our prices to our customers as shown on the enclosed list.</i></p> <p><i>We are, however, still able to offer a 10% discount on any order that you make.</i></p>
<p><b>5</b></p>	<p><u>In British style</u>, writers may not use a comma after Salutation and Complimentary Close. But if you put the comma at least after Salutation, you must use it after Complimentary Close as well. <u>In American style</u>, <b>always</b> use <b>a colon</b> after Salutation. It's up to you to decide whether to put a comma after Complimentary Close, or not.</p> <p><i>Dear Sirs,</i> <i>Yours faithfully,</i> <i>Gentlemen:</i> <i>Yours truly</i></p>



<p><b>6</b></p>	<p>A comma at <u>beginning and end</u> should set off any word, phrase or sentence containing extra information, which is not central to the meaning of the sentence, and is added to it. Very often such additional phrases or sentences begin with <b>who, whose, of whose, which, of which, where, when, that</b>, and the like. But before <b>that</b> the comma is hardly ever used!</p> <p><i>We would be glad to send the goods by rail on receipt of your order, which should be sent by telephone or fax.</i></p> <p><i>We thank you for your enquiry of June 6<sup>th</sup> 2001, in which you asked about our selection of sweaters.</i></p> <p>No comma:</p> <p><i>The provisional order that you enclosed will be sufficient.</i></p>
<p><b>7</b></p>	<p>In if-sentences and the like <u>beginning</u> with <b>if, whether, unless, until</b> or <b>when</b>, a comma separates two parts of the sentence.</p> <p><i>If you could let us have a month, we could guarantee delivery within that period.</i></p> <p>No comma:</p> <p><i>Please let us know if this arrangement is satisfactory.</i></p>
<p><b>8</b></p>	<p>Commas usually mark off <b>participial constructions</b>, especially if they come in the middle of the sentence.</p> <p><i>We could prepare technical documentation, taking into account your particular requirements, and organize installations.</i></p>

## KEY SECTION

### I. FILLING IN THE CUSTOMS DECLARATIONS

#### Ex. 1

1. Consignor/exporter. It is indicated on the left side of the document.
2. Four big parts: A, B, C, and D.
3. A – OFFICE OF DISPATCH/EXPORT; B – ACCOUNTING DETAILS; C – OFFICE OF DEPARTURE; D – CONTROL BY OFFICE OF DEPARTURE.
4. By an exporter or importer depending on the type of the Declaration. Elements numbered 1, 3 – 7, 10 – 13, 15 – 27, 29 – 30, 32 – 42, and 46 – 49 are for completing by the Customs officer. ONLY the Customs officer fills in ALL elements of the document, which lines are inked in **bold**.
5. By an exporter or importer.
6. By the Customs officer (only when the goods are going through third countries, i.e. for transit).
7. By the Customs of the country of departure (country of exporter or importer).
8. Three parties: 1) exporter/importer or their principal; 2) Customs officer of transit country; 3) Customs officer of exporting/importing country.
9. Fifty-four elements.
10. For easy and quick completing the form and finding the necessary information (as in any other document of similar kind).

#### Ex. 2

○ валюта та загальна фактурна вартість	Currency and total amount invoiced	22
○ відсоткова ставка мита	Rate	47
○ сума мита	Amount	47
○ подробиці підрахунків	ACCOUNTING DETAILS	B
○ митниця відправлення (транзиту)	OFFICE OF DEPARTURE	C
○ тип декларації (експортна або імпортна)	DECLARATION	1
○ відправник (експортер)	Consignor/Exporter	2
○ отримувач (імпортер)	Consignee	8
○ країна призначення	Country of destination	17
○ країна походження	Country of origin	16
○ умови постачання	Delivery terms	20
○ код країни походження	Country origin Code	34
○ країна відправлення/експорту	Country of dispatch/export	15
○ маркірування та кількість місць вантажу	Marks and numbers	31
○ опис товарів	Number and kind	31
○ номери контейнерів	Container No(s)	31
○ місця вантажу та опис товару	Packages and description of goods	31
○ товар, №	Item No	32

○ код товару	Commodity Code	33
○ країна 1-го призначення	Country first destin.	10
○ країна, що торгує	Trading country	11
○ декларант/ представник (юридична особа, яка заповнює документ)	Declarant/Representative	14
○ додаткова інформація/ пред'явлені документи	Additional information/ Documents produced/Certificates and authorisations	44
○ статистична вартість (товару)	Statistical value	46
○ додаткова одиниця виміру	Supplementary units	41
○ загальна декларація/попередній документ	Summary declaration/ Previous document	40
○ процедура	Procedure	37
○ квота (митна)	Quota	39
○ найменування складу (де перебуватимуть товари під час митного оформлення)	Identification of warehouse	49
○ вага брутто	Gross mass (kg)	35
○ вага нетто	Net mass (kg)	38
○ фінансові та банківські відомості	Financial and banking data	28
○ найменування товарів (разом)	Items	5
○ кількість місць (спакованого товару)	Total packages	6
○ довідковий номер за митним каталогом	Reference number	7
○ додаткові листи	Forms	3
○ специфікації відвантаження (переліки)	Loading lists	4
○ нарахування мита митницею	Calculation of taxes	47
○ митниця країни транзиту	Intended offices of transit (and country)	51
○ підпис	Signature	D
○ митниця та країна призначення	Office of destination (and country)	53
○ місце та дата (заповнення документа)	Place and date	54
○ митний контроль	<b>CONTROL BY OFFICE OF DEPARTURE</b>	D
○ СП (спосіб платежу)	MP	47
○ основа митних нарахувань	Tax base	47
○ вид (мита)	Type	47
○ митні підрахунки (разом)	Total:	47
○ місце штампу	Stamp	D
○ місце для печаток, їхня кількість	Seals affixed Number	D
○ строк дії документа (дата)	Time limit (date)	D
○ гарантія (перевезення товарів) не дійсна для	Guarantee not valid for	52
○ принципал в особі (особа, якій доручено заповнення документа від імені	Principal represented by	50

декларанта)		
○ вид транспорту на кордоні	Mode of transport at the border	25
○ вид транспорту в межах країни	Inland mode of transport	26
○ митниця на кордоні (назва)	Office of exit	29
○ місце огляду товарів (назва митниці)	Location of goods	30
○ місце завантаження/розвантаження	Place of loading	27
○ конт. (контроль)	Ctr	19
○ код країни відправлення	C disp./exp. Code	15
○ код країни призначення	Country destin. Code	17
○ курс обміну валюти	Exchange rate	23
○ характер угоди	Nature of transaction	24
○ відстрочка платежу	Deferred payment	48
○ транспортний засіб під час відправлення	Identity and nationality of means of transport at departure	18
○ транспортний засіб на кордоні	Identity and nationality of active means of transport crossing the border	21
○ юридична особа, відповідальна за фінансове врегулювання	Person responsible for financial settlement	9
○ висновок митного контролю	Result	D

### Ex. 3

1 – DECLARATION

2 – Consignor/Exporter

8 – Consignee

9 – Person responsible for financial settlement

14 – Declarant/Representative

28 – Financial and banking data

31 – Packages and description of goods

31 – Number and kind

44 – Additional information/Documents produced/Certificates and authorisations

B – ACCOUNTING DETAILS

54 – Place and date

54 – Signature and name of declarant/representative

### Ex. 4

1. Export declaration. It is stated in element 1 DECARATION (EXP).
2. Consignor/exporter.
3. Chocolats Memlink SA.
4. M.O.V.A..
5. Chocolats Memlink SA.

6. Belgium.
7. Belgium.
8. Ukraine.
9. No. Because Part C and element 51 are not filled in.
10. By air, because the transport document is the airway bill (See element 44).
11. Chocolates.
12. Four carton crates.
13. M.O.V.A. KYIV 4.
14. 3,605 Belgian Francs. See B ACCOUNTING DETAILS.
15. Export licence, certificate of origin, airway bill, and invoice. Each in one copy.
16. Irrevocable letter of credit, payable at sight, net.
17. In Brussels Bank.
18. Brussels Bank.
19. No. Element 50 is not filled in.
20. P. van Houton, an Export Sales Manager of Chocolats Memlink SA.
21. At Chocolats Memlink SA, Brussels on 5<sup>th</sup> October 2001.
22. No. Part D is blank.
23. No. The Customs officer has not filled and signed in the form.
24. Part D. The Customs officer.

**Ex. 5**

- |       |       |       |        |        |       |
|-------|-------|-------|--------|--------|-------|
| 1 – f | 2 – d | 3 – j | 4 – c  | 5 – i  | 6 – k |
| 7 – h | 8 – a | 9 – b | 10 – g | 11 – e |       |

**Ex. 6**

- |       |       |       |        |        |       |
|-------|-------|-------|--------|--------|-------|
| 1 – c | 2 – f | 3 – h | 4 – i  | 5 – b  | 6 – g |
| 7 – e | 8 – j | 9 – k | 10 – a | 11 – d |       |

**Ex. 8**

- |       |       |       |        |        |       |
|-------|-------|-------|--------|--------|-------|
| 1 – b | 2 – a | 3 – a | 4 – d  | 5 – d  | 6 – d |
| 7 – b | 8 – c | 9 – a | 10 – b | 11 – d |       |

## II. WRITING AGENCY AGREEMENTS

**Ex. 1**

1. Six parts.
2. 1) Headline; 2) Preamble; 3) Subject of the Agreement; 4) Articles; 5) Concluding sentence; 6) Signatures and Legal Addresses.
3. Names and addresses of the parties concluding the agreement, and the date of drawing up the document.
4. The Principal appoints the agent to act i.e. to sell the goods of the Principal on behalf of the Principal on certain terms within the definite territory.

5. Eight articles: 1) Territory; 2) Period of Agreement; 3) Delivery; 4) Prices; 5) Payment; 6) Selling Prices; 7) Interpretation; 8) Notices.
6. Guarantees, Force Majeure, Arbitration, Miscellaneous. They may provide certain guarantees of fulfilment of the Parties' obligations under the Agreement, and can insure the deal for and against different typical and specific situations.
7. That the Agreement's terms and conditions must be fulfilled by both Parties and that the document has the legal power.
8. Authorized persons of each Party, the heads of the companies.

**Ex. 2**

1 – Headline; 2 – Preamble; 3 – Subject of the Agreement; 4 – Articles;  
5 – Concluding sentence; 6 – Signatures and Legal addresses.

**Ex. 3**

1 – C            2 – E            3 – F            4 – D            5 – A            6 – B

**Ex. 6**

FOR THE AGENT

*Witness for the Agent*  
*Peter Jensen*  
Peter Jensen  
Managing Director

Interlink  
250 Charing Cross Road  
London WC1 4RD  
ENGLAND  
Account current 2006790  
in London Branch of Lloyds Bank  
Zip Code 4466321

FOR THE PRINCIPAL

*Witness for the Principal*  
*Naomi Buttenburg*  
Naomi Buttenburg  
Vice-President

KAD Productions nv  
320 Tolsteegsingel  
Holten 7451 HD  
NETHERLANDS  
Account current 5487885633  
in Bank of Amsterdam  
Zip Code 781212845

**Ex. 7**

1 – g            2 – f            3 – b            4 – a            5 – d            6 – c            7 – e

**Ex. 8**

- 1 – e; Preamble.
- 2 – j; Subject of the Agreement.
- 3 – i; Article 1. Prices.
- 4 – f; Article 2. Payment.
- 5 – h; Article 3. Guarantees.
- 6 – g; Article 4. Delivery.
- 7 – b; Article 5. Force Majeure.

- 8 – a; Article 6. Settlement of Disputes and Arbitration.
- 9 – d; Article 7. Other Terms (Miscellaneous).
- 10 – c; Signatures and Legal Addresses of the Parties.

**Ex. 9**

- 1 – Preamble    2 – Subject of the Agreement    3 – Signatures and Legal Addresses
- 4 – Prices            5 – Payment            6 – Guarantees            7 – Delivery
- 8 – Force Majeure                            9 – Settlement of Disputes and Arbitration
- 10 – Miscellaneous            11 – Preamble            12 – Subject of the Agreement
- 13 – Prices            14 – Payment            15 – guarantee            16 – guarantee
- 17 – delivery    18 – Force Majeure    19 – Settlement of Disputes and Arbitration
- 20 – Miscellaneous            21 – signatures            22 – legal addresses

**Ex. 12**

1.  
 This Agreement made this 11<sup>th</sup> day of September in 2001, by and between Pilsner Urquell AS, Plzen, Czech Republic (hereinafter "the Principal"), and M.O.V.A., Kyiv, Ukraine (hereinafter "the Agent"), provides the following:

2.  
 The Principal hereby appoints the Agent as its agent for the sale of the Products on the following terms.

3.  
 The price shall imply CIF Kyiv. It shall be firm and not be subject to any alterations. The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts agreed by the Principal.

4.  
 The terms and method of payment for the Products shall be from time to time prescribed by the Principal.  
 The Principal will allow the Agent the following commissions 15% on sales \$20,000 per annum. The said commission will be payable every month on the amounts actually received by, or credited to, the Principal.  
 Customer Orders shall require payment to be made in convertible hard currency, but if the Principal consents to payment being made in any other form (including tender by the Customer of a commodity), then it shall be the responsibility of the Agent to procure conversion of the same into hard currency.

5.  
 The Principal shall guarantee the quality of the delivered Products for 6 months from the first delivery, but for not more than 12 months under favourable conditions of their storing and handling.

6.

Delivery of the Products under the present Agreement shall be effected under the shipping documents indicated in Appendix № 2 to the present Agreement.

7.

Should any force majeure circumstances arise, which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent owing to such circumstances.

8.

Should the Parity Commission fail to settle the dispute within 10 days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within 5 days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court of the Ukrainian Trade Chamber, the decision of which will be final, liable to no protest, appeal and irrevocability and will be binding upon both Parties.

9.

After the Agreement has been signed all the previous negotiations and correspondence pertaining to it become null and void. The present Agreement comes into force from the date of its signing and shall be valid for the period of 3 years.

10.

In witness whereof, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.

#### **Ex. 14**

1 - c	2 - b	3 - c	4 - b	5 - c	6 - c
7 - d	8 - b	9 - b	10 - d	11 - a	12 - c
13 - b	14 - a	15 - c	16 - b	17 - c	

#### **Ex. 15**

1 - b	2 - o	3 - l	4 - q	5 - s
6 - p	7 - c	8 - i	9 - n	10 - g
11 - e	12 - a	13 - f	14 - h	15 - t
16 - m	17 - j	18 - r	19 - k	20 - d



**Ex. 16**

<b>1. SEQUENCING</b>	<b>2. REFERRING</b>	<b>3. DETAILING</b>	<b>4. OPPOSING</b>
and thereafter thereof	as forthwith hereinafter hereby hereunder in accordance with in connection with in respect of in pursuance of whereas thereof	including namely of the following subject to such as	but if of the one part of the other part otherwise provided that subject as herein- after provided until whatsoever

**Ex. 17**

- |                     |                          |                   |
|---------------------|--------------------------|-------------------|
| 1 – hereinafter     | 2 – hereinafter          | 3 – the following |
| 4 – hereby          | 5 – and                  | 6 – particularly  |
| 7 – with respect to | 8 – such as              | 9 – hereinafter   |
| 10 – hereinafter    | 11 – in pursuance of     | 12 – as follows   |
| 13 – according to   | 14 – unless as otherwise | 15 – due to       |
| 16 – hereunder      | 17 – provided that       | 18 – until        |
| 19 – in respect of  | 20 – in consideration of | 21 – hereof       |
| 22 – but            | 23 – herein              | 24 – whatsoever   |
| 25 – except         | 26 – in the event of     |                   |

**Ex. 18**

1. hereinafter called
2. mutually agreed
3. from time to time
4. appoint the Agent as an agent
5. on the terms and conditions
6. hereinafter described
7. it is hereby agreed as follows
8. which Territory may be altered
9. six months' notice in writing
10. place of business
11. may be actually agreed in writing
12. the appointment as Agent
13. shall commence on the 26<sup>th</sup> day of November
14. be entitled to terminate this appointment
15. immediate notice
16. commit any breach
17. fail to perform any of his obligations

18. is incapable of performing
19. either Party
20. from any cause
21. the disposal of such stocks
22. time of the termination
23. be deemed to be CIF
24. invoice the Products
25. at the price operating
26. at the date of despatch
27. time prescribed by the Principal
28. prices in excess of discounts
29. prices subject to discounts
30. shall be construed as a contract
31. take effect
32. properly served
33. forwarded by post
34. registered office
35. an authorized officer

**Ex. 19**

- 1 – hereinafter called
- 2 – hereinafter described
- 3 – shall commence on the 26<sup>th</sup> day of November
- 4 – prices subject to discounts
- 5 – an authorized officer
- 6 – at the date of despatch
- 7 – prices in excess of discounts
- 8 – shall be construed as a contract
- 9 – from any cause
- 10 – is incapable
- 11 – commit any breach
- 12 – forwarded by post
- 13 – six month's notice in writing
- 14 – either Party
- 15 – appoint the Agent as an agent
- 16 – the appointment as Agent
- 17 – may be actually agreed in writing
- 18 – take effect
- 19 – registered office
- 20 – invoice the Products
- 21 – time prescribed by the Principal
- 22 – time of the termination
- 23 – be deemed to be CIF
- 24 – the disposal of such stocks

- 25 – fail to perform any of his obligations
- 26 – properly served
- 27 – immediate notice
- 28 – be entitled to terminate this appointment
- 29 – mutually agreed
- 30 – it is hereby agreed as follows
- 31 – which Territory may be altered
- 32 – place of business
- 33 – at the price operating
- 34 – on the terms and conditions
- 35 – from time to time

**Ex. 20**

- |                    |                |                 |                |
|--------------------|----------------|-----------------|----------------|
| 1 – hereinafter    | 2 – negotiate  | 3 – preliminary | 4 – entitled   |
| 5 – irrevocability | 6 – validity   | 7 – appoints    | 8 – guarantee  |
| 9 – incurred       | 10 – endeavour | 11 – settlement | 12 – submitted |
| 13 – remit         | 14 – obtained  | 15 – discretion |                |
- Puzzle answer:* 16 – agency agreement

### III. WRITING OFFERS

**Ex. 1**

It's a free offer – it doesn't include a statement of time limits of the offer. It is a revocable offer – it's stated in the text that the offer can be recalled.

1. Twelve.
2. Letterhead (Outside Address), References, Date, Inside Address, Attention Line, Salutation, Subject Title, Body of the Offer, Complimentary Close, Signature and Title, Company Position, Enclosure Line.
3. The company's name and post address, telephone and fax numbers, E-mail and/or Internet addresses, VAT code. Yes, Ukrainian companies write bank or account code instead of VAT code in the Letterhead.
4. The References are quoted to indicate what the letter refers to (*Your Ref.*) and the correspondence to refer to when replying (*Our Ref.*). SR stands for Stephan Raynor, the author of the offer, JM – for the name of the person, who typed the letter.
5. The month is written in words, not in figures in order not to confuse English and American ways of writing the Date.
6. The company's name, number of the building and name of the street, name of the city and postcode, name of the country. It doesn't differ because such order is the international practice now.
7. To specify the receiver of the offer.
8. To the President of Photonica.

9. To provide a further reference, to introduce the subject of the first paragraph, to draw an immediate attention to the topic of the letter, and to allow the writer to refer to it throughout the letter.
10. Four paragraphs which are separated from the other parts of the offer and from one another by an additional space line.
11. A polite closing of the offer.
12. Stephan Raynor's, the author's of the letter.
13. Stephan Raynor's.
14. It means that there is an enclosure with the letter. A number of the enclosures and their list.
15. References, Attention Line (when the addressee is specified in the Inside Address), Subject Title, Enclosure Line (if enclosures are mentioned in the Body of the Letter).

**Ex. 2**

a)

1 – Letterhead	2 – References	3 – Date
4 – Inside Address	5 – Attention Line	6 – Salutation
7 – Subject Title	8 – Body of the Offer	9 – Complimentary Close
10 – Signature and Title	11 – Company Position	12 – Enclosure Line

b)

1 – B	2 – K	3 – I	4 – E	5 – L	6 – D
7 – H	8 – G	9 – F	10 – J	11 – C	12 – A

**Ex. 3**

**ULYSSE TOUR**  
 Travel Agency  
 31 1101 Av. De Paris, Tunis 1952 TN, Tunis  
 Tel.: 344 727, Fax: 331 956  
 E-mail: ultour@com, <http://www.ultour.tn>  
 Code TVA: 00279 R/A/M/000

**Ex. 5**

1 – HS/JM    2 – 531/5    3 – LH/ML    4 – AF/LL    5 – RP/TS    6 – 17/7

or

1 – HS/jm    2 – 531/5    3 – LH/ml    4 – AF/ll    5 – RP/ts    6 – 17/7

**Ex. 7****a)**

2.09.01 (to England)	2nd September, 2001 / 2 September 2001 / 2 Sep. 2001
4.09.01 (to Germany)	4th September, 2001 / 4 September 2001 / 4 Sep. 2001
7/09/01 (to Canada)	July 9, 2001 / Jul. 9, 2001
3/09/01 (to Argentina)	March 9, 2001 / Mar. 9, 2001
5/09/01 (to Mexico)	May 9, 2001
1/09/01 (to Peru)	January 9, 2001 / Jan. 9, 2001
6.09.01 (to Poland)	6th September, 2001 / 6 September 2001 / 6 Sep. 2001
1.09.01 (to Spain)	1st September, 2001 / 1 September 2001 / 1 Sep. 2001

**b)**

<i>British style</i>	<i>American style</i>
Tokyo Calcutta Cape Town Rome	Toronto Chicago Brasilia

**Ex. 8****a)**

Ms Maria Castillo Gomez Ecuador Internacional SA 50 Calle Naranjo Valencia 46011 SPAIN	Managing Director Rannoch Enterprises plc 45–55 Queen Street Glasgow G11 8PG SCOTLAND
Mr Hugh O’Hara Gloucester Products Ltd 114 North Shields Road Newcastle NE5 47G ENGLAND	Mile Annick Dubois S.E.B.A.R.A. 123 rue de la Paix Reims 5100 FRANCE

**b)**

Mr S. Raynor  
Group Managing Director  
R.G. Electronics AG  
20 Gloucester Place  
Croydon CR 1 2DH  
GREAT BRITAIN

**Ex. 9**

<p>1. Kinson Ltd 15 St Antuan St Barcelona 45P 678 SPAIN</p> <p>Dear Sirs Faithfully yours</p>	<p>2. The Chief Executive Officer The James Construction Company Inc. 4295 San Felipe Houston Texas 77227 USA</p> <p>Dear Sir: Truly yours</p>
<p>3. Mr M. Khassim S.A. Importers Ltd Al Manni Way Riyadh R1 1SAT SAUDI ARABIA</p> <p>Dear Mr M. Khasim Yours sincerely</p>	<p>4. The Director Generale KIRBY Belgium BVBA 8 L. Brilstraat Antwerpen 2000 BELGIUM</p> <p>Dear Sir or Madam Yours faithfully</p>
<p>5. Ms M. Tanner Canada Business Machines Inc. 9007-58 Street Edmonton Alberta T3M 2L1 CANADA</p> <p>Dear Ms M. Tanner: Regards</p>	<p>6. The Export-Import Department Lee Boat Builders Ltd Dock 23 Mainway Hong Kong HK 542 3D CHINA</p> <p>Dear Sirs Faithfully yours</p>

**Ex. 10**

<p>a) <i>Ben Clark</i> B. Clark (Mr) Project Manager</p>	<p>b) <i>Michael Kennedy</i> M. Kennedy (Mr) Export Sales Manager</p>
<p>c) <i>Злата Пучкова</i> Z. Puchkova (Ms) General Director</p>	<p>d) <i>Jose Mooches</i> J. Mooches (Mr) Sales Supervisor</p>

or

a) <i>Ben Clark</i> (Mr) B. Clark Project Manager	b) <i>Michael Kennedy</i> (Mr) M. Kennedy Export Sales Manager
c) <i>Злата Пучкова</i> (Ms) Z. Puchkova General Director	d) <i>Jose Mooches</i> (Mr) J. Mooches Sales Supervisor

or

a) <i>Ben Clark (Mr)</i> B. Clark Project Manager	b) <i>Michael Kennedy (Mr)</i> M. Kennedy Export Sales Manager
c) <i>Злата Пучкова (Ms)</i> Z. Puchkova General Director	d) <i>Jose Mooches (Mr)</i> J. Mooches Sales Supervisor

or

a) <i>(Mr) Ben Clark</i> B. Clark Project Manager	b) <i>(Mr) Michael Kennedy</i> M. Kennedy Export Sales Manager
c) <i>(Ms) Злата Пучкова</i> Z. Puchkova General Director	d) <i>(Mr) Jose Mooches</i> J. Mooches Sales Supervisor

### Ex. 11

Enc.: Samples (3 items)  
Order form (2 copies)  
Promotional leaflet (3 copies)  
Catalogue (1 copy)  
Price list (1 copy)

or

Encl.: Samples (3 items)  
Order form (2 copies)  
Promotional leaflet (3 copies)  
Catalogue (1 copy)  
Price list (1 copy)

or





## Ex. 13

b)

1. It's a firm and revocable order. It is stated in the text of the Body of the Offer.
2. Rubberised floor coverings.
3. A potential customer.
4. From Messrs. Hankinson and Co. of Towgate St, its old business partner.
5. It seems, yes. They offer a successful product on favourable trade terms.
6. To test samples of the product.
7. Only key terms of trade are stated. Because of the lack of space in the letter.
8. Fifteen samples and one quotation.
9. American style. It can be understood from the way the Date, Salutation and Complimentary Close are written in.
10. Ten parts.
11. 1) Specifying the reader; 2) Greeting the reader; 3) Attracting the reader's attention.
12. The moves of the Body of the Offer:
  1. Establishing credentials.
  2. Introducing the offer:
    - a) offering the product or service;
    - b) essential detailing of the product or service;
    - c) indicating value of the offer.
  3. Offering incentives.
  4. Enclosing documents and/or samples.
  5. Essential detailing of the offer.
  6. Soliciting response.
  7. Using pressure tactics.
  8. Ending politely.
13. Because they actually embody a need and an action to be done to achieve the writer's purpose.
14. They are:
  - 1) *establishing credentials*: to refer to the needs of the potential customer, to the company's achievements or past experience;
  - 2) *offering the product or service*: to introduce the product or service that is promoted;
  - 3) *essential detailing of the product or service*: to inform the reader about the most essential features of the product;
  - 4) *indicating value of the offer*: to emphasize the importance of the company's goods (services) and/or conditions of trade to make the reader more interested in the possible deal;
  - 5) *offering incentives*: to make the offer more attractive by offering an incentive in the form of discounts or other favourable terms;

- 6) *enclosing documents and/or samples*: to draw the positively inclined customer's attention to readily available all the necessary details that he/she might need in order to make up his or her mind about the product or service;
  - 7) *essential detailing of the offer*: to indicate the details of its validity, (ir)revocability, and/or other special terms;
  - 8) *soliciting response*: to encourage the prospective customer to continue further communication;
  - 9) *using pressure tactics*: to prompt the already half-inclined customer to take a quick decision about the product or service being promoted;
  - 10) *ending politely*: to indicate the attitude of the writer towards future business relations or further communication with the reader.
15. Moves 2b, 2c, 3, and 4 may have different order. It depends on the author's priorities. Moves 1, 2a, 2b, 6, 8 are considered to be obligatory for writing an offer, and move 5 is necessary for firm offers.

c)

Sentences	Moves
Improved methods of production enable us to offer you our range of <u>Drilite batteries</u> at a reduced price for large quantities.	<i>Offering the product</i>
Details of the new prices for your market are enclosed, and you will see that the average price reduction is 5%.	<b><i>Enclosing documents + Offering incentives</i></b>
As our prices are quoted c.i.f. Kyiv, you will agree that they are considerably lower than those of manufacturers of similar batteries, both here in Great Britain and elsewhere.	<b><i>Indicating value of the offer</i></b>
The quality of our goods remains high - the finest chemicals are used.	<i>Essential detailing of the goods</i>
The new prices are for minimum orders of \$10,000 and are effective as from 17 September. Immediate despatch is guaranteed, and we hold ample stocks. Please note that this offer can be recalled.	<b><i>Essential detailing of the offer</i></b>
We have sent, by separate post, samples of the advertised batteries.	<b><i>Enclosing samples</i></b>
If you need any further information, please do not hesitate to contact us.	<b><i>Soliciting response</i></b>
We look forward to supplying you soon at the new prices.	<b><i>Ending politely</i></b>

Missing moves: *Establishing credentials; Using pressure tactics.*

## Ex. 14

b)

1. Free and revocable.
2. British style.
3. The Attention Line. Because the reader's name is given in the Inside Address.
4. Yes, it does. It is a reply to the enquiry and thus, a new move has appeared.
5. *Establishing credentials* – the customer already knows about the offerer, and *Introducing the offer* – the customer has already learned all necessary details of the products from the offerer's advertisement.
6. *Starting politely*.

## Ex. 15

We are very pleased to have your enquiry, and are interested to hear that you saw our advertisement in the <u>Office Supplies Review</u> . We appreciate your interest in the <u>Clever</u> products we stock.	<i>Starting politely</i>
In reply to your enquiry, we enclose our latest catalogue and quotations. We are also sending to you samples of our new range of products.	<i>Enclosing documents and samples</i>
After studying our special discounted prices, you will not stand up making immediate order.	<i>Indicating value of the offer</i>
We would advise you, therefore, to let us have your order by the end of this week, as this will enable us to have stocks of our attractive lines by Christmas.	<i>Using pressure tactics</i>
We hope you will find our terms and delivery dates satisfactory, and we can assure you that you may count on our full co-operation and attention in this matter.	<i>Offering incentives</i>
Kindly note that this offer is free and revocable.	<i>Essential detailing of the offer</i>
If we can be of any further help to you, do not hesitate to contact us.	<i>Soliciting response</i>
We look forward to the opportunity of being of service to you.	<i>Ending politely</i>

## Ex. 16

- 1 – Essential detailing of the product
- 2 – Soliciting response
- 3 – Enclosing documents
- 4 – Starting politely
- 5 – Indicating value of the offer
- 6 – Offering incentives
- 7 – Ending politely

- 8 – Establishing credentials
- 9 – Offering the product
- 10 – Essential detailing of the offer
- 11 – Using pressure tactics

**Ex. 17**

- |       |       |       |       |        |
|-------|-------|-------|-------|--------|
| 1 – I | 2 – H | 3 – D | 4 – E | 5 – C  |
| 6 – J | 7 – F | 8 – A | 9 – G | 10 – B |

**Ex. 18**

8. Introduce the product or service you are promoting if your letter is not a reply to the enquiry.
9. Offer the product or service to your reader, inform him about it if your letter is not a reply to the enquiry.
10. Inform your reader about the most essential features of the product, i.e. do product-detailing.
11. Emphasize the importance of your company's goods or services and/or conditions of trade.
12. Make your offer more attractive by offering an incentive in the form of discounts or other favourable terms of trade.
13. To keep your offer's length within reasonable limits enclose detailed descriptions of products or services, trade terms in the form of brochures, leaflets, pamphlets, catalogues, request/order forms, samples, price lists, quotations etc., so that a busy non-inclined reader can ignore the details, while a favourably inclined reader has the details readily available.
14. Indicate the details of your offer's validity, (ir)revocability, and/or other special terms.
15. Encourage the prospective or regular customer to continue further communication, i.e. give the information containing telephone or fax numbers, addresses or names of people the reader can turn to with any queries about the product or service.
16. Prompt your customer to take a quick decision about the product or service being promoted, i.e. propose some additional savings or gains if the customer decides to buy the product or use the service before a specified deadline.
17. Always end on a polite, pleasant and courteous note.

**Ex. 19**

- |       |       |       |       |        |
|-------|-------|-------|-------|--------|
| 1 – 3 | 2 – 3 | 3 – 1 | 4 – 3 | 5 – 2  |
| 6 – 1 | 7 – 2 | 8 – 3 | 9 – 3 | 10 – 3 |

**Ex. 20**

b)

- 3, 4, 7, 9

### Ex. 28

b)

1 – 3	2 – 2	3 – 1	4 – 1	5 – 2
6 – 3	7 – 2	8 – 2	9 – 1	10 – 3
11 – 3	12 – 3	13 – 3	14 – 1	15 – 1

### Ex. 30

Dear Mr J. Burke

Thank you very much for your letter and order.

Unfortunately, in common with other suppliers, our prices have risen by 15% since you placed an order with us two years ago, but you will be pleased to hear that we will supply your current order at the old price.

We are enclosing our new catalogue and price lists, which contain several exciting new products and our latest prices.

We assure you that we will keep you fully informed about the progress of your order. If you would like to get in touch with us urgently, our E-mail address is office@ack.ua or, of course, you may prefer to phone us before.

Yours sincerely

*Kostiantyn Radchenko*

Kostiantyn Radchenko (Mr)  
Sales Director

### Ex. 32

b)

- 1) and – A;
- 2) as – A;
- 3) if – E;
- 4) wherever – E;
- 5) now – A;
- 6) in view of this – C;
- 7) particularly – D;
- 8) we hope – A;
- 9) we are sure – A;
- 10) when – A;
- 11) in case of – C;
- 12) in reply to – C;
- 13) after – A;
- 14) therefore – A;
- 15) should – E;
- 16) which – B;

- 17) such as – D;
- 18) whatsoever – E;
- 19) also – B;
- 20) but – E.

**Ex. 33**

a)

- |                        |                  |                |
|------------------------|------------------|----------------|
| 1 – as a result of     | 2 – particularly | 3 – we think   |
| 4 – moreover           | 5 – although     | 6 – we believe |
| 7 – in this connection | 8 – furthermore  | 9 – we hope    |
| 10 – and               |                  |                |

**Ex. 34**

a)

- |       |       |       |       |        |
|-------|-------|-------|-------|--------|
| 1 – g | 2 – d | 3 – j | 4 – i | 5 – f  |
| 6 – b | 7 – h | 8 – a | 9 – e | 10 – c |

b)

- 1 – increasing demand;
- 2 – grant a discount;
- 3 – have pleasure in;
- 4 – look forward to;
- 5 – is subject to;
- 6 – meets your requirements;
- 7 – favourable terms;
- 8 – in stock;
- 9 – submit an offer;
- 10 – are available.

**Ex. 35**

- |       |       |       |       |        |
|-------|-------|-------|-------|--------|
| 1 – c | 2 – d | 3 – a | 4 – b | 5 – d  |
| 6 – c | 7 – a | 8 – c | 9 – c | 10 – b |

**Ex. 36**

- |                |               |                |                   |
|----------------|---------------|----------------|-------------------|
| 1 – terms      | 2 – quotation | 3 – delivery   | 4 – increased     |
| 5 – supply     | 6 – despatch  | 7 – promptly   | 8 – discounts     |
| 9 – demand     | 10 – observed | 11 – stock     | 12 – requirements |
| 13 – commodity | 14 – shipment | 15 – available | 16 – samples      |
| 17 – freight   | 18 – accept   | 19 – guarantee | 20 – confirmation |

*Puzzle answer:* 21 – sales promotion letter

**Ex. 37**

1 – receive your letter	2 – are enclosing	3 – offer
4 – ranging	5 – would be glad	6 – customers
7 – service	8 – would be pleased	9 – orders
10 – if required	11 – you will see	12 – are quoted
13 – special discount	14 – net prices	15 – delivery
16 – receipt	17 – any further information	18 – please contact

**Ex. 38**

With reference to your meeting with Mr S. Richardson last week, we are pleased to inform you that the terms you propose concerning the supply of furniture and fittings are acceptable to us.

We confirm, therefore, that we shall supply you with the items you require at three per cent reduction of the unit price.

Payment will be made by letter of credit drawn by us on you at sixty days. You will benefit from a further discount of ten per cent on the whole order as a result of your order being over \$8000. However, this will only be credited to your account on the occasion of a repeat order.

In addition to these terms it was agreed that we shall ship the consignment in pre-fabricated parts to be assembled with the assistance of one of our supervisors, but at our expense. Delivery will be effected on or around September 5<sup>th</sup>.

We look forward to receiving your confirmed order.

## APPENDIX I

### Соціально-етикетні формули митної декларації:

#### 1) написання реквізитів експортера, імпортера та принципала (декларанта-представника)

<i>British style</i>	<i>American style</i>
MIDTEC CABLES LTD 103 COTTON ROAD EXETER EX4 9DT ENGLAND	INTERFON, INC. 1677 SEA HARBOR DRIVE ORLANDO, FLORIDA 32887 USA

#### 2) написання місця і дати заповнення декларації

<i>British style</i>	<i>American style</i>
MIDTEC Exeter 15TH OCTOBER, 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15 OCTOBER 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15 OCT. 2001 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER <i>or</i> MIDTEC EXETER 15/10/01 <i>D. Sulligan</i> D. SULLIGAN EXPORT MANAGER	INTERFON, INC. ORLANDO October 15, 2001 <i>G. Broeny</i> G. BROENY IMPORT MANAGER <i>or</i> INTERFON, INC. ORLANDO Oct. 15, 2001 <i>G. Broeny</i> G. BROENY IMPORT MANAGER <i>or</i> INTERFON, INC. Orlando 10/15/01 <i>G. Broeny</i> G. BROENY IMPORT MANAGER

### Соціально-етикетні формули документів контрактного типу (контракт купівлі-продажу, чартер-партія, агентська угода, ліцензійна угода):

#### 1) варіанти написання дати складання документу

<i>British style</i>	<i>American style</i>
15th October, 2001 15 October 2001 15 Oct. 2001	October 15, 2001 Oct. 15, 2001



**2) написання і розміщення місця і дати складання документу**

CONTRACT No 7E	
Kyiv	4 September 2001
<u>AGENCY AGREEMENT</u>	
City of Kyiv	May 4, 2001

**3) написання і розміщення юридичної адреси та банківських реквізитів контрагентів**

Legal addresses of the Parties	
<i>Seller/Owner of the Vessel (Shipping Agent)/Principal/Licensor</i>	<i>Buyer/Charterer/Agent (Distributor)/Licensee</i>
Tetra Laval Ukraine Ltd 82 Mezhyhirs'ka Str. Kyiv-80 Ukraine 04080  A/C No. 0011070035 in Privatbank, Kyiv Branch, Ukraine, Branch Code 321790, Code 23578109	Lodzka Centrala Materialow Budolanich w Lodzi, BUDO-HURT S.A. 97 Tuwima Str. Lodz 90-031 Poland  A/C No. 10301205-54297251 in Bank Handlowy w Warszawie S.A., Lodz Branch, Poland, SWIFT Code: BHWAPLPWBLOD

**4) підписи сторін**

<i>Seller/Owner of the Vessel (Shipping Agent)/Principal/Licensor</i>	<i>Buyer/Charterer/Agent (Distributor)/Licensee</i>
For and on behalf of/Witness for the Seller: <i>Ivan Petrenko</i> Ivan Petrenko Commercial Director	For and on behalf of/Witness for the Buyer: <i>Andreas Erbe</i> Andreas Erbe Finance & Control Manager

**Соціально-етикетні формули практично нестандартизованих документів:**

**1) написання дати**

<i>British style</i>	<i>American style</i>
15th October, 2001 15 October 2001 15 Oct. 2001	October 15, 2001 Oct. 15, 2001

**2) написання адреси**

<i>British style</i>	<i>American style</i>
Messrs Thompson & Sons 158 Knightsbridge London SWL 87 C	International Trading Company 119 Ninth Avenue New York, NY 11011

The Western Shoe Co. Ltd Yeovil, Somerset S19 3AF ENGLAND	Procter & Gamble Ukraine 34/33 Ivana Franka St Kyiv 03030 UKRAINE
---	--

**3) звернення:  
а) до адресата-організації**

<i>British style</i>	<i>American style</i>
Amperlite Ltd 146 O'Leary St Dublin 2 IRELAND	The Standard Oil Company Midland Building Cleveland, Ohio 44115 USA
Dear Sirs/ Dear Sirs or Mesdames	Gentlemen:

**б) до адресата-посадової особи**

<i>British style</i>	<i>American style</i>
The Sales Manager J. White & Co. Ltd 254 Smuts Avenue Cape Town	The Chief Executive Officer Messrs Matthews & Wilson 421 Michigan Avenue Chicago, Ill. 60602
Dear Sir/ Dear Sir or Madam	Dear Sir:

**в) до адресата-конкретної особи**

<i>British style</i>	<i>American style</i>
Ms Claire Waterson Nesco Incorporated 215 Hardangar Street Oslo NORWAY	Arthur Foot Woldal Inc. Broadway New York USA
Dear Ms Claire Waterson	Dear Mr. Arthur Foot:

**4) завершення повідомлення**

	<i>British style</i>	<i>American style</i>
Прізвище адресата невідоме	Yours faithfully/ Faithfully yours	(Very) truly yours/ Yours (very) truly/ Sincerely yours/ Yours sincerely
Прізвище адресата відоме	Yours sincerely/ Sincerely yours/ Yours truly	Sincerely yours/ Yours sincerely/ Cordially yours/ With kind regards/ With best regards/ Regards

## APPENDIX II

### Професійно-орієнтовані формули митної декларації (рецепція)

Please see Notice No. 751 before completing this form.

For completion only when required by Community regulations.

The Principle, represented by \_\_\_\_\_, hereby undertakes to produce the goods described in this declaration intact and within the prescribed time limit at the office of destination.

Будь ласка, перед заповненням цієї форми ознайомтесь з повідомленням № 751.

Заповнюється лише у разі, коли вимагається Статутом (Європейської) Спільноти.

Принципал, представлений \_\_\_\_\_, цим зобов'язується пред'явити на місці призначення товари, що описані у цій декларації, непошкодженими в призначених межах часу.

### Професійно-орієнтовані формули митної декларації (продукція)

#### 1) опис задекларованих товарів

Marks and numbers	Container No(s)	Number and kind of packages	Description of goods
MIDTEC EXETER 2	<u>NOS 1-2</u>	2 WOODEN CASES <u>60X60X60 CM</u>	SPARE PARTS FOR ELECTRONIC INSTRUMENTS

#### 2) опис документів, що супроводжують декларацію

<b>Additional information/ Documents produced/ Certificates and authorisations</b>	NO 1 LICENCE 986/359 OF 7/06/01 NO 4 CONTRACT OF SALE NO 5 E OF 4/07/01 No 2 Bill of Lading 897532647 NO 4 INVOICES 902-014 OF 8/07/01 NO 2 INSURANCE POLICY P 8700 OF 01/07/01 NO 2 CERTIFICATE OF ORIGIN B 629546 OF 3/07/01 NO 2 CERTIFICATE OF QUALITY CQ 674901 OF 5/07/01 NO 2 PACKING SHEET NO 34-05
--	--

#### 3) указання особи, відповідальної за фінансове врегулювання

<b>Person responsible for financial settlement</b>
NEW YORK BANK, ORLANDO BRANCH 241 N ELM STR. ORLANDO FL 32887 B/A 6098431231 LOCAL CODE 15308955069

#### 4) повідомлення банківських реквізитів

<b>Financial and banking data</b>
B/A 602323231 LOCAL CODE 15308955069 IN NEW YORK BANK, ORLANDO BRANCH 241 N ELM STR. ORLANDO FL 32887

## 5) повідомлення подробиць підрахунку

<b>B ACCOUNTING DETAILS</b>
CIF Orlando 10,895 USD Payment by draft at 60 days' sight THROUGH NEW YORK BANK, ORLANDO BRANCH A/C 1744411290 SWIFT CODE 16412019-823577

## Професійно-орієнтовані формули агентської угоди

### 1. Preamble

### Прембула

Firm ..., Kyiv, hereinafter referred to as “the Principal” of the one part, and Company ..., Manchester, hereinafter referred to as “the Agent” of the other part, have concluded/have signed the present Agreement to the effect ...

Фірма ..., Київ, тут і надалі – “Принципал”, з одного боку, та компанія ..., Манчестер, тут і надалі – “Агент”, з іншого боку, уклали/підписали дану Угоду про наступне:

that/for the following/about the following: ...

..., hereinafter referred to as “the Principal” of the one part, and ..., hereinafter referred to as “the Distributor” of the other part, have concluded/have signed the present Agreement for distributorship. The terms and conditions are as follows: ...

..., тут і надалі – “Принципал”, з одного боку, та ..., тут і надалі – “Дистриб’ютор”, з іншого боку, уклали/підписали дану Угоду про дистриб’юторство. Умови є наступними: ...

This Agreement made this 1st day of September 2001, by and between ... (hereinafter “the Principal”), and ... (hereinafter “the Agent”), provides the following: ...

Ця Угода, складена першого дня вересня 2001 року між та ... (тут і надалі – “Принципал”) і ... (тут і надалі – “Агент”), забезпечує виконання наступних умов: ...

An agreement made this twenty-fifth day of May, 2001 BETWEEN ..., whose Registered office is situated at 250, Oxford Street, London W1 7TM (hereinafter called “the Principal”) of the one part, and ..., Kyiv, Ukraine (hereinafter called “the Agent”) of the other part, WHEREBY IT IS AGREED as follows: ...

Угода складена двадцять п’ятого дня травня 2001 року між ..., що зареєстрована за адресою 250 Оксфорд Стріт, Лондон W1 7TM (тут і надалі – “Принципал”), з одного боку, та ..., Київ, Україна (тут і надалі – “Агент”), з іншого боку, і в якій узгоджено про наступне:

MEMORANDUM OF AGREEMENT made this 8th day of April 2001, between ... (hereinafter called “the Company” of the one part), and ... (hereinafter called “the Distributor”) of the other part. WHEREAS:

Договір про Угоду складено восьмого дня квітня 2001 року між ... (тут і надалі – “Компанія”, з одного боку) та ... (тут і надалі – “Дистриб’ютор”, з другого боку). Беручи до уваги, що: ...

### 2. Subject of the Agreement

### Предмет угоди

The Principal hereby appoints the Agent as its sole and exclusive administrative Agent for the purpose of facilitating: ...

Цим Принципал призначає Агента своїм монопольним та ексклюзивним адміністративним Агентом з метою сприяння: ...

The Principal appoints the Agent as and from 1 September to be its sole agent in ... (hereinafter called “the Area”) for the sale of ... (hereinafter known as “the Goods”).

Принципал з 1 вересня призначає Агента своїм монопольним Агентом у/на ... (тут і надалі – Територія) для продажу ... (тут і надалі – Товари).

The Principal commissions the Agent and the Agent undertakes to act as an intermediary in rendering ... services and assistance to the Customer in ... including fulfilment of ...

The Principal manufactures ... (hereinafter called "the Products") and has agreed to sell to the Distributor...

The Principal has agreed to appoint the Distributor as a distributor of the Products on the terms and conditions hereinafter described.

The Principal engages the Agent to carry out certain administrative and agency functions on behalf of the Principal and particularly with respect to the sales of the Goods in ... (hereinafter "the Territory").

The Distributor is hereby appointed a distributor of the Products for the resale thereof in the following territory (hereinafter called "the Territory"), namely ...

Принципал уповноважує Агента, а Агент зобов'язується діяти в якості посередника у наданні ... послуг та допомоги Замовнику під час ..., включаючи виконання ...

Принципал виробляє ... (тут і надалі – Продукція) та згоден продати Дистриб'ютору ...

Принципал згоден призначити Дистриб'ютора дистриб'ютором продукції на умовах, що описані надалі.

Принципал наймає Агента для виконання певних адміністративних і агентських функцій від імені Принципала, зокрема, для продажу товарів у/на ... (тут і надалі – Територія).

Дистриб'ютор цим призначається дистриб'ютором Продукції для її продажу на території ... (тут і надалі – Територія).

### ***3. Price***

### ***Ціна***

The total cost of the Agreement shall amount to The price shall imply CIF Kyiv.

The price shall be firm and fixed and shall not be subject to any alterations.

The Agent shall not resell the Products at prices in excess of, or subject to, discounts lower than the maximum prices and minimum discounts from time to time recommended or agreed by the Principal.

Загальна ціна Угоди складає ... .

Ціна розуміється як СІФ Київ.

Ціна є твердою та встановленою і не підлягає ніяким змінам.

Агент не продаватиме Продукцію за цінами, що підлягають знижкам, більшими або меншими, ніж у межах максимальної ціни та мінімальної знижки, які час від часу рекомендує або узгоджує Принципал.

### ***4. Payment***

### ***Умови платежу***

Payment under the present Agreement shall be effected by the Agent by means of ... against presentation by the Principal the following documents to the bank: ...

The terms and method of payment for the Products purchased by the Distributor shall be from time to time prescribed by the Principal.

The Principal will allow the Agent the following commissions ...% on all sales over \$ ... per annum. The said commission will be payable every three months on the amounts actually received by, or credited to, the Principal.

The commission shall be paid to the Agent in the currency received from the Customer against signed Contracts within ... days after the Principal gets payments from the Customer for the relevant services.

Платежі за даною Угодою будуть здійснюватися Агентом через ... проти представлення Принципалом банку наступних документів: ...

Умови та спосіб платежу за Продукцію, придбану Дистриб'ютором, час від часу призначаються Принципалом.

Принципал надає Агенту наступні комісійні у розмірі ... % від загального продажу, який складатиме понад \$ ... за рік. Вказані комісійні будуть сплачуватися щоквартально за фактично отриману Принципалом або взятую на виплат у Принципала кількість.

Комісійні виплачуватимуться Агенту в валюті, отриманій від Замовника, проти підписаних Контрактів протягом ... днів після отримання Принципалом платежів від Замовника за відповідні послуги.

The Principal shall remit the above-mentioned sums of the commission through the ... Bank, Kyiv, to the Agent's account with the ... Bank, the Haag.

In consideration of the service to be performed by the Agent under this Agreement, the Agent shall be entitled to a monthly commission equal to ...% of expenses incurred, and reimbursement of the cost of all charges incurred in performing its obligations under this Agreement.

The commissions will be reviewed every quarter.

The commission covers all the expenses incurred by the Agent in connection with the implementation hereof.

The Principal will allow the Agent all expenses incurred in the carriage, packing, promotion and advertising of the Goods.

Customer Orders shall require payment to be made in convertible hard currency, but if the Principal consents to payment being made in any other form (including tender by the Customer of a commodity), then it shall be the responsibility of the Agent to procure conversion of the same into hard currency.

### ***5. Guarantees***

The Goods to be delivered under the present Agreement shall be in full conformity with the standards in force in ...

The Principal shall guarantee the quality of the delivered Goods for ... months from the first delivery, but for not more than ... months under favourable conditions of their storing and handling.

If during the guarantee period the Goods prove to be defective, the Principal at his cost shall eliminate defects within the shortest possible time or replace the defective Goods.

### ***6. Delivery***

The Principal shall deliver the Goods to the Agent in dates indicated in Appendix №... to the present Agreement.

Delivery of the Goods under the present Agreement shall be effected under the shipping documents indicated in Appendix №... to the present Agreement.

Принципал переказує вказані суми комісійних через ... Банк м. Києва на рахунок Агента у ... Банку м. Гаага.

Стосовно послуг, що надаються Агентом за цією Угодою, Агент має право на щомісячні комісійні, еквівалентні ...% від отриманих збитків, та на відшкодування вартості всіх витрат, пов'язаних з виконанням обов'язків за цією Угодою.

Розмір комісійних буде переглядатися щоквартально.

Сума комісійних охоплює всі витрати Агента, що пов'язані з виконанням умов Угоди.

Принципал сплачує Агенту всі витрати на перевезення, пакування, просування та рекламування Товарів.

Платежі за замовленнями клієнтів повинні здійснюватися у твердій конвертованій валюті, але якщо Принципал погоджується, платежі можуть мати будь-яку іншу форму (включаючи бартерний обмін продукцією Замовника), у такому разі, Агент відповідає за забезпечення переведення платежу в тверду валюту.

### ***Гарантії***

Товари, які постачаються за даною Угодою, повинні повністю відповідати дійсним стандартам ... (назва країни).

Принципал гарантує якість поставлених Товарів терміном на ... місяців, починаючи зо дня першої поставки, але не більше, ніж ... місяців за умови сприятливого зберігання та правильного поводження з ними.

Якщо протягом гарантійного строку в Товарах будуть виявлені дефекти, то Принципал усуває їх за свій рахунок за найбільш короткий строк або проводить заміну дефектних Товарів.

### ***Умови постачання***

Принципал поставлятиме Товари Агенту в строки, які вказані в Додатку №... до даної Угоди.

Доставка Товарів за даною Угодою проводиться за документами відвантаження, які вказані у Додатку №... до даної Угоди.

## **7. Force Majeure**

Should any force majeure circumstances arise, which hinder the fulfilment by any of the Parties of their respective obligations under the Agreement, neither Party is responsible for the non-fulfilment of its liabilities to the extent owing to such circumstances.

Natural disasters, war and military operations of any sort, blockades, embargo, prohibition of exports, imports, epidemics and other circumstances beyond the control of the Parties are considered as force majeure.

The Parties have the right to extend the time stipulated for the fulfilment of the Agreement by a period equal to that during which force majeure circumstances last.

## **8. Settlement of Disputes and Arbitration**

Should the Agent fail to fulfil the obligations stipulated by the present Agreement, the Principal reserves the right to negotiate with the interested persons in a direct manner.

Should any differences or disputes connected with the present Agreement arise between the Principal and the Agent, the Parties will strive to reach friendly settlement/to settle the question in an amicable way.

Should such friendly settlement appear impossible and the Parties fail to reach an agreement within ... days in the manner of arrangement, the disputes will be submitted for the consideration of Parity Commission composed of ... persons, ... persons from each Party.

The Parity Commission will be set up within ... days from the date of a written request from one of the Parties hereto.

Should the Parity Commission fail to settle the dispute within ... days from the date of its establishment, or one Party fail to appoint its representative to the Parity Commission within ... days, the dispute will be at the written request of one of the Parties submitted for the consideration of the Arbitration Court of the ... Trade Chamber, the decisions of which will be final, liable to no protest, appeal and irrevocability and will be obligatory for/binding upon both Parties.

## **Форс-мажор**

Жодна із Сторін не буде вважатися відповідальною за невиконання своїх обов'язків за Угодою в той мірі, в якій виконання таких обов'язків затримується або порушується обставинами форс-мажору.

Під форс-мажорними обставинами розуміються стихійні лиха, війна та військові дії будь-якого характеру, блокади, ембарго, заборона експорту та імпорту, епідемія та інші обставини надзвичайного характеру, які Сторони не могли передбачити під час виконання Угоди.

Сторони мають право перенести терміни виконання Угоди на період, протягом якого будуть діяти обставини форс-мажору.

## **Вирішення суперечок і арбітраж**

Якщо Агенту не вдається виконання зобов'язань, обумовлених даною Угодою, Принципал залишає право вести переговори безпосередньо із зацікавленими особами.

Якщо між Принципалом і Агентом виникають непорозуміння та суперечки за даною Угодою, Сторони намагаються врегулювати їх мирним шляхом.

Якщо таке врегулювання стає неможливе і Сторонам не вдається досягти згоди протягом ... днів, суперечки подаються на розгляд до Паритетної Комісії, яка складається з ... осіб, по ... особи з кожної Сторони.

Паритетна Комісія створюється протягом ... днів зо дня письмового запиту однієї із Сторін з цього приводу.

Якщо Паритетна Комісія не може врегулювати суперечку протягом ... днів з дати її створення, або якщо одна із Сторін не може призначити до Паритетної Комісії свого представника протягом ... днів, то за письмовим запитом однієї із Сторін суперечка подається на розгляд до Арбітражного суду ... Торгової Палати, рішення якої є кінцевими, не підлягають оскаржуванню, а також є незмінними та обов'язковими для обох Сторін.

## 9. Other Terms

## Інші умови

The appointment as Distributor shall commence on the ... day of ... 20\_\_ and shall continue for one year and thereafter from year to year subject as hereinafter provided until terminated by not less than six months' notice in writing given at any time by either Party to the other.

The Agent shall not, without preliminary commission of the Principal in writing, enter upon any agreements or sign documents, which may give rise to new obligations on the part of the Principal or change the obligations already existing.

The present Agreement is of a private nature and the Agent is not entitled to transfer his rights and obligations under this Agreement to a third party.

Any alterations and amendments to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both Parties concerned.

After the Agreement has been signed all the previous negotiations and correspondence pertaining to it become null and void.

The present Agreement comes into force from the date of its signing and shall be valid for the period of ...

The present Agreement shall be valid from the date of its signing.

The present Agreement was signed in Kyiv, on 16 March 2001 in two copies in English.

This Agreement is made in 4 copies (two in Ukrainian and two in English for each Party), both texts being equally authentic.

Призначення Дистриб'ютора набуває чинності з ... дня ... 20\_\_ року терміном на один рік і підлягає наступним продовженням з року у рік, якщо не припиняється попереднім письмовим повідомленням не пізніше, ніж за шість місяців, наданим у будь-який час однією Стороною іншої.

Агент без попереднього доручення Принципала не вступає до будь-яких угод або не підписує документи, що можуть призвести до нових зобов'язань з боку Принципала або змінити ті, що вже існують.

Дана Угода має приватний характер і Агент не має права передавати свої обов'язки та права за Угодою третій стороні.

Будь-які зміни та доповнення до даної Угоди є дійсними, якщо вони зроблені у письмовій формі та належним чином підписані уповноваженими представниками обох Сторін.

Після підписання Угоди всі попередні переговори та листування, що передували їй, втрачають чинність.

Дана Угода набуває чинності з дати її підписання та є дійсною терміном ...

Дана Угода набуває чинності з дати її підписання.

Дану Угоду складено у м. Києві 16 березня 2001 року англійською мовою в двох примірниках.

Дану Угоду складено в 4-х примірниках (два українською мовою і два – англійською для кожної із Сторін), обидва тексти мають однакову автентичну силу.

## 10. Засвідчення факту складання документа

IN WITNESS WHEREOF, the Principal and the Agent have caused their names to be signed by persons hereunto duly authorized.

AS WITNESS the hands of an authorized officer of the Principal and the Agent the day and year first before written.

Про що Принципал і Агент від свого імені далі належним чином свідчать підписами уповноважених осіб.

День та рік укладання (документу) від імені Принципала і Агента власноруч засвідчують уповноважені особи.



## Професійно-орієнтовані формули оферти

### 1. Opening lines

### Початок комунікації

Many thanks for your enquiry of 2 June ...	Ми дуже Вам вдячні за Ваш запит від 2 червня ...
Thank you for your enquiry about your interest in ...	Дякуємо за Ваш запит та Вашу зацікавленість у ...
We thank you for your enquiry of 3 April ...	Дякуємо за Ваш запит від 3 квітня ...
We thank you for your letter of 6 January, in which you enquire about ...	Ми Вам вдячні за Вашого листа від 6 січня, в якому Ви запитуєте щодо ...
We are pleased to have your enquiry about ...	Нам приємно було отримати Вашого запита щодо ...
We are very glad to have your letter of 1 December and to hear ...	Ми були дуже раді отримати Вашого листа від 1 грудня та дізнатися, що ...
Replying to your enquiry of 8 August ...	У відповідь на Ваш запит від 8 серпня ...
In reply to your enquiry of 4 July we are enclosing ...	У відповідь на Ваш запит від 4 липня ми вкладаємо ...
We are pleased to inform you that ...	Нам приємно повідомити, що ...
We have pleasure in ...	З приємністю ...
We appreciate your interest in our products.	Ми цінуємо Вашу зацікавленість нашою продукцією.
We are glad to inform you that ...	З радістю повідомляємо, що ...
We are grateful to you for your interest ...	Ми Вам вдячні за Ваш інтерес ...
We can offer you immediately ...	Ми негайно можемо Вам запропонувати ...
We can make you a firm offer for ...	Ми в змозі зробити тверду пропозицію на ...
You will be interested to hear that ...	Вам буде цікаво дізнатися, що ...
You will find enclosed with this letter ...	До цього листа додається ...

### 2. Terms and conditions

### Повідомлення необхідної інформації

Our prices are quoted ...	Наші ціни котируються як ...
Our prices include ...	Наші ціни включають ...
... are included in the price.	... містяться в ціні.
The price quoted includes ...	Названа ціна включає ...
Prices are subject to ...	Ціни підлягають ...
For quantities of... we can offer a discount of...	На кількість ... ми можемо запропонувати знижку в ...
We can quote you ... per ...	Ми в змозі запропонувати Вам ціну ... за ...
Our terms are ...	Наші умови є ...
We should require payment by ...	Ми бажаємо отримати платежі до ...

### 3. Qualifications and instructions

### Повідомлення специфічної інформації

This offer is ...	Ця пропозиція/оферта є ...
We offer these goods subject to ...	Ми пропонуємо ці товари на умовах ...
This is a special offer and is not subject to our usual discounts.	Це спеціальна пропозиція, яка не підпадає під наші звичайні знижки.
This offer should be withdrawn if not accepted within ... days.	Ця оферта повинна бути відкликана у разі її неприйняття протягом ... днів.
This offer remains valid for three months from today's date.	Ця пропозиція є дійсною протягом трьох місяців із сьогоднішнього числа.

Please note that ...  
We advise you to ... as ...

Будь ласка, зверніть увагу, що ...  
Ми радимо Вам ... оскільки ...

#### *4. Concluding sentences*

#### *Завершення комунікації*

Will you kindly let us have an early decision.

Будь ласка, скоріше повідомте нас про своє рішення.

Please send us your instructions by ...

Будь ласка, вишліть нам Ваші інструкції через ...

We await your instructions by return.

Ми чекаємо на Ваші інструкції наступною поштою.

If you accept our quotation, please advise us by ...

Якщо Ви приймаєте наші котировки, будь ласка, повідомте нас через ...

Your reply by return would be appreciated.

Будемо вдячні за Вашого наступного листа з відповіддю.

Please let us know your wishes by Friday next.

Будь ласка, повідомте про Ваші побажання до наступної п'ятниці.

Please quote Catalogue No. and colour required when you order.

Коли будете робити замовлення, будь ласка, вкажіть номер за каталогом та бажаний колір.

Kindly use the enclosed order form when you make out your order as this will facilitate prompt and accurate execution.

Прохання під час оформлення замовлення користуватися бланком, який додається, що сприятиме швидкому та правильному виконанню замовлення.

If our proposal is acceptable to you, please confirm by return.

Якщо наша пропозиція для Вас прийнятна, будь ласка, повідомте нас про це у наступному листі.

Our whole experience is at your service. We hope you will make use of it.

Увесь наш досвід до Ваших послуг. Ми сподіваємося, Ви скористаєтеся ним.

We think we have covered every point of your enquiry. If not, please do not hesitate to write to us again. It will be a pleasure to give you an immediate reply.

Здається, ми відповіли на кожний пункт Вашого запита. Якщо ні, будь ласка, не вагайтеся і пишіть нам знов. Нам буде приємно надати Вам негайну відповідь.

We should appreciate the opportunity of showing you how efficiently we can serve you. You may rely on us to give your requirements immediate attention.

Ми цінуємо можливість продемонструвати Вам ефективність нашого сервісу.

We are sure that these goods will meet your requirements.

Ви можете розраховувати на нашу негайну увагу до Ваших побажань.

An early reply would help us to help you.

Ми впевнені, що ці товари відповідатимуть Вашим вимогам.

Our services are at your disposal.

Ваша швидка відповідь допоможе нам надати допомогу Вам.

We look forward to your first order.

У Вашому розпорядженні наші послуги.

We look forward to the pleasure of serving you. We look forward to the opportunity of being of service to you.

Ми з нетерпінням очікуємо на Ваше перше замовлення.

We appreciate your past custom, and look forward to supplying you ...

З нетерпінням чекаємо на можливість надати Вам послуги.

Ми цінуємо Ваші минулі замовлення та з нетерпінням чекаємо на постачання Вам ...

## APPENDIX III

### Словник-мінімум для навчання розуміння і заповнення митної декларації

<b>account</b> (n.) – рахунок	<b>charge</b> (v.) – завантажувати ( <i>товар</i> )
account current – поточний рахунок	discharge (v.) – розвантажувати ( <i>товар</i> )
account number – номер поточного рахунку	charge (n.) – платня, сплата, видаток
accounting details/information (adj.) – подробиці підрахунків	additional charge – додаткова платня
<b>agent</b> (n.) – агент	freight charge – сплата за фрахтування
(freight) forwarding agent – агент-перевізник	total charge – загальна платня
<b>amount</b> (n.) – сума мита	<b>cheque</b> (n.) – грошовий чек
total amount – загальна сума мита	<b>clearance</b> (n.) – ( <i>митна</i> ) очистка
<b>article</b> (n.) – товар, речовина	clearance document – документ митної очистки
restricted article – заборонений товар	clearance procedure – процедура митної очистки
<b>attach sth to sth</b> (v.) – додавати ( <i>до документа</i> )	customs clearance – митна очистка
attached documents (adj.) – документи, що додаються	clearing (n.) – кліринг
<b>authority</b> (n.) – повноваження	<b>code</b> (n.) – код
authorization (n.) – правомочність	cargo code – код вантажу
<b>bill</b> (n.) – рахунок	commodity code – код товару
air waybill – авіавантажна накладна	country destination code – код країни призначення
bill of exchange – переказний вексель	country dispatch code – код країни відправлення
bill of lading – коносамент	country origin code – код країни походження
waybill – транспортна накладна	<b>commodity</b> (n.) – товар
<b>border</b> (n.) – кордон	commodity item – одиниця товару
at the border – на кордоні	<b>community</b> (n.) – спільнота
cross the border – перетнути кордон	European Community – Європейська Спільнота
<b>branch</b> (n.) – філія	community transit document – транзитна митна декларація ( <i>для використання в ЄС</i> )
<b>calculate</b> (v.) – нараховувати	<b>complete a document</b> (v.) – заповнювати документ
calculation (n.) – нарахування	<b>consignment</b> (n.) – консигнація
calculation of taxes – нарахування мита	country of consignment – країна консигнації
<b>cargo</b> (n.) – вантаж	consignment note – товаророзпорядча накладна
<b>carriage</b> (n.) – перевезення	consignor (n.) – консигнант
carriage of goods – перевезення товарів	consignee (n.) – консигнатор
carriage forward – перевезення сплачено отримувачем вантажу	<b>contain</b> (v.) – вміщувати, містити
carrier (n.) – перевізник	container (n.) – контейнер
for carrier use only – призначено тільки для перевізника	container number – номер контейнеру
<b>cash</b> (n.) – готівка	<b>contract</b> (n.) – контракт
cash against documents – гроші проти документів	contract of sale – контракт купівлі-продажу
cash against payment – гроші проти платежу	contractor (n.) – підрядник
cash on delivery – сплата під час доставки	subcontractor (n.) – субпідрядник
in cash – за готівковий рахунок	<b>count</b> (n.) – рахунок
<b>certificate</b> (n.) – сертифікат, документ	bank count number – банківський розрахунковий рахунок
certificate of insurance – страховий сертифікат	<b>crate</b> (n.) – ящик
certificate of origin – сертифікат походження	
certificate of quality – сертифікат якості	

**credit** (n.) – кредит  
letter of credit – акредитив confirmed letter of credit – підтвердний акредитив  
documentary letter of credit – документарний акредитив  
divisible letter of credit – ділений акредитив  
indivisible letter of credit – неділений акредитив  
irrevocable letter of credit – невідзливний акредитив  
revocable letter of credit – відзливний акредитив  
revolving letter of credit – револьверний акредитив  
transferable letter of credit – трансферабельний акредитив  
unconfirmed letter of credit – непідтвердний акредитив  
on credit – на виплат

**currency** (n.) – валюта  
convertible currency – конвертована валюта  
hard currency – тверда валюта  
soft currency – м'яка валюта

**(the) Customs** (n. pl.) – митниця  
customs clearance – митна очистка  
customs declaration – митна декларація  
customs officer – митний офіцер

**data** (-um pl.) (n.) – відомості  
financial and banking data – фінансові та банківські відомості

**declare** (v.) – декларувати  
declarant (n.) – декларант  
declaration (n.) – декларація  
customs declaration – митна декларація  
summary declaration – загальна декларація

**deliver** (v.) – здійснювати доставку  
delivery (n.) – доставка  
delivery terms/terms of delivery – умови доставки

**depart** (v.) – від'їжджати  
departure (n.) – відправка  
office of departure – митниця відправлення  
place of departure – місце відправлення

**describe** (v.) – описувати  
description (n.) – опис  
description of goods – опис товару

**destination** (n.) – призначення  
country of destination – країна призначення  
office of destination – митниця призначення  
place of destination – місце призначення

**dispatch** (n.) – відправка (*експорт*)  
country of dispatch – країна експорту

**document** (n.) – документ  
community transit document – транзитний митний документ (*для використання в ЄС*)  
single administrative document – єдиний митний документ  
shipping document – транспортний документ  
complete a document – заповнювати документ  
draw up/make up a document – складати документ  
issue a document – оформляти документ

**duplicate** (n.) – дублікат  
in duplicate – у двох оригінальних примірниках

**duty** (n.) – мито  
customs duty – митний тариф  
import duty/export – мито за імпорт/експорт  
duty-free trade – безмитна торгівля

**examine** (v.) – перевіряти, здійснювати огляд  
examination (n.) – огляд (*митний*)

**exchange** (n.) – обмін  
exchange rate – курс обміну валюти

**exit** (n.) – вихід, виїзд  
office of exit – митниця виїзду

**export** (n.) – експорт  
country of export – країна експорту  
export invoice – експортний рахунок-фактура  
exporter (n.) – експортер

**freight** (n.) – фрахт  
freight charge – сплата за фрахтування  
freight forwarder – перевізник

**goods** (n. pl.) – товар, товари  
description of goods – опис товару  
location of goods – місце огляду товарів  
dangerous/hazardous goods – небезпечні товари  
restricted goods – заборонені товари

**gross mass/weight** (adj.) – вага бруто

**identity** (n.) – походження  
identity of means of transport – походження транспортного засобу

**import** (n.) – імпорт  
country of import – країна імпорту  
importer (n.) – імпортер

**inland mode of transport** (adj.) – вид транспорту в межах країни

**insure sb/sth against sth** (v.) – страхувати  
insurance (n.) – страхування

insurance certificate – страховий сертифікат  
 insurance policy – страховий поліс  
**intended country/office of transit** (adj.) – митниця країни транзиту  
**invoice** (n.) – рахунок-фактура  
 commercial invoice – комерційний рахунок  
 insurance certificate – страховий сертифікат  
 insurance policy – страховий поліс  
**intended country/office of transit** (adj.) – митниця країни транзиту  
**invoice** (n.) – рахунок-фактура  
 commercial invoice – комерційний рахунок  
**issue** (v.) – оформляти  
 issue a document – оформляти документ  
**item** (n.) – одиниця (*нідрахунків, виміру*)  
 commodity item – одиниця товару  
**licence** (n.) – ліцензія  
 export/import licence – експортна/імпортна ліцензія  
**list** (n.) – перелік, список  
 loading list – специфікації відвантаження  
**load** (v.) – завантажувати (*товар*)  
 unload – розвантажувати (*товар*)  
 place of loading – місце завантаження  
 loading list (adj.) – специфікації відвантаження  
**mark** (v.) – маркірувати  
 marks and numbers (n.) – маркірування та кількість місць вантажу  
**means** (n. *pl.*) – засіб  
 means of transport – транспортний засіб  
 nationality of means of transport – походження транспортного засобу  
**mode** (n.) – тип, вид  
 mode of transport – вид транспортного засобу  
**net mass/weight** (adj.) – вага нето  
**origin** (n.) – походження  
 certificate of origin – сертифікат походження  
 country of origin – країна походження  
**pack** (v.) – пакувати  
 package (n.) – пакування, пакет  
 kind of package – вид упакування  
 total package – кількість спакованого товару  
 packing sheet (adj.) – пакувальний лист  
**pay** (v.) – платити  
 payment (n.) – платіж  
 deferred payment – відстрочений платіж  
 method of payment – спосіб/вид платежу  
**principal** (n.) – принципал  
**procedure** (n.) – процедура  
 clearance procedure – процедура (*митної*)

очистки  
**produce** (v.) – пред'являти, показувати  
 produce documents – пред'являти документи  
**quote** (v.) – називати ціну  
 quotation (n.) – котировка  
 quota (n.) – митна квота  
**reference number** (n.) – довідковий номер за митним каталогом  
**reverse** (adj.) – зворотний  
 on the reverse of sth – на зворотньому боці  
**route** (n.) – маршрут, спрямування  
**seal** (n.) – печатка  
 affix a seal – проставляти печатку  
**send sth/sb to sb/sth** (v.) – посилати  
 sender (n.) – відправник  
**settle** (v.) – врегульовувати  
 financial settlement – фінансове врегулювання  
**ship** (v.) – відправляти (*товар*)  
 shipper (n.) – відправник  
 shipment (n.) – відправка, транспортування  
 shipping document (adj.) – транспортний документ  
**sign** (v.) – підписувати  
 signature (n.) – підпис  
 place of signature – місце для підпису  
**stamp** (n.) – штамп  
**supplementary** (adj.) – додатковий  
 supplementary unit – додаткова одиниця виміру  
**tax** (n.) – мито, податок  
 customs tax – мито  
 tax base – основа митних нарахувань  
 Value Added Tax – податок на додаткову вартість  
**trade** (n.) – торгівля  
 foreign trade – зовнішня торгівля  
 trading country (adj.) – країна, що торгує  
**transaction** (n.) – угода  
 nature of transaction – характер угоди  
**valid** (adj.) – чинний  
**value** (n.) – вартість, ціна  
 declared value – задекларована вартість  
 statistical value – статистична вартість  
 total value – загальна вартість  
**volume** (n.) – об'єм  
**warehouse** (n.) – склад  
 identification of warehouse – найменування митного складу

## Словник-мінімум для навчання розуміння і створення агентської угоди

- accept** (v.) – приймати, акцептувати  
acceptable (adj.) – прийнятний  
account number – номер рахунку  
bank account – банківський рахунок  
for one's own account – за власний рахунок  
**advantage** (n.) – вигода, користь  
to the mutual advantage – на взаємних корисних умовах  
**advertise** (v.) – рекламувати  
advertisement (n.) – реклама  
advertising materials (adj.) – рекламні матеріали  
**agent** (n.) – агент, посередник  
buying agent – агент-покупець  
commission agent – агент, що працює за комісійні  
consignment agent – агент-консигнатор  
exclusive agent – ексклюзивний агент  
factor(ing) agent – агент, що працює на умовах факторингу  
forwarding agent – агент-перевізник  
import/export agent – імпортерний/експортерний агент  
mercantile agent – агент-купець  
sales agent – торговий агент  
selling agent – агент-продавець  
sole agent – монопольний агент  
agency (n.) – агенція  
advertising agency – рекламна агенція  
**agree about/to sth; with sb** (v.) – погоджуватися  
agreement (n.) – згода, угода  
agency agreement – агентська угода  
present agreement – дана/чинна угода  
come to an agreement – прийти до згоди  
reach an agreement – досягти згоди  
conclude an agreement – скласти угоду  
make an agreement – готувати угоду  
sign an agreement – підписати угоду  
enter upon an agreement – дійти до згоди  
to mutual agreement – за взаємною згодою  
**allow** (v.) – дозволяти, надавати  
allow discount/commission/credit – надавати знижку/комісійні/кредит  
**alter** (v.) – змінювати  
alteration (to sth) (n.) – зміна  
**amend** (v.) – виправляти  
amendment (to sth) (n.) – виправлення  
**amicable** (adj.) – дружній  
in amicable way/amicably (adv.) – мирним шляхом  
**amount** (n.) – кількість  
the amount due – належна кількість  
**account** (n.) – рахунок, звіт  
account current – поточний рахунок  
amount to sth (v.) – налічувати  
**appeal to sb/sth for sth** (v.) – апелювати, звертатися  
appeal (n.) – апеляція  
lodge an appeal – подати апеляцію  
not subject to appeal – не підлягає апеляції  
**appear** (v.) – з'являтися  
appear impossible – представлятися неможливим  
**appoint sb as sth/to do sth** (v.) – призначати  
appointment (n.) – призначення  
**appropriate (for/to sth)** (adj.) – відповідний  
appropriate measures – відповідні заходи  
**approve** (v.) – схвалювати, санкціонувати  
approval (n.) – узгодження, санкція  
on approval – за узгодженням  
**arbitrate** (v.) – виносити третейське рішення, подавати питання до третейського суду  
arbitrate disputes – виносити третейське рішення стосовно суперечок  
arbitrator (n.) – третейський суддя, арбітр  
arbitration (n.) – третейський суд, арбітраж  
take/refer the matter to arbitration – передавати справу до третейського суду  
**arise (arose/arisen) out of/from sth** (v.) – виникати  
**arrange** (v.) – домовлятися  
arrangement (n.) – домовленість  
in the manner of arrangement – за домовленістю  
**article** (n.) – стаття, пункт (*договору*)  
**assistance** (n.) – допомога, сприяння  
render assistance – надавати допомогу  
**at one's/sb's disposal** (adv.) – у розпорядженні  
**attach sth to sth** (v.) – додавати (*до документа*)  
attachment to sth (n.) – додаток  
**attract** (v.) – привертати увагу, приваблювати  
attractive prices/terms (adj.) – привабливі ціни/умови  
**at the earliest** (adv.) – щонайраніше

**at the latest** (adv.) – щонайпізніше  
**assortment** (n.) – асортимент, спектр  
**authentic** (adj.) – автентичний  
**authorize** (v.) – дозволяти, санкціонувати, надавати повноваження  
 be authorized (adj.) to do sth – мати повноваження  
 authorization (n.) – правомочність, уповноваження, дозвіл  
 authority (n.) – влада, авторитет  
**available** (adj.) – той, що є у розпорядженні  
**basis** (n.) – основа, ґрунт  
 on the basis of sth – на основі, на умовах  
 on consignment/commission basis – на умовах консигнації/комісії  
 on regular basis – постійно, регулярно  
**behalf** (n.) – інтерес  
 on behalf of sb – від імені, у зацікавленості  
 for and on behalf of sb – за та від імені  
**benefit** (n.) – користь, вигода, прибуток  
 beneficiary (n.) – бенефіціар  
**binding upon sb** (adj.) – обов’язковий  
 final and binding upon both parties – остаточний та обов’язковий для обох сторін  
**booklet** (n.) – буклет, брошура, проспект  
**breach** (n.) – порушення, недотримання  
 breach of contract/confidence/obligations – недотримання умов контракту/конфіденційності/зобов’язань  
**bring about** (v.) – викликати, бути причиною  
**broker** (n.) – брокер  
**buy** (v.) – купувати  
 buyer (n.) – покупець  
**capable** (adj.) – той, що має змогу, здатний  
 be (in)capable of sth/doing sth – могли/не могли, бути/не бути здатним  
**cargo** (n.) – вантаж  
**carrier** (n.) – перевізник  
 official carrier – офіційний перевізник  
 carriage (n.) – перевезення, транспортування  
 carriage of goods – перевезення товарів  
**carry sth out** (v.) – виконувати, здійснювати  
 carry out work/one’s obligations – виконувати роботу/зобов’язання  
**cash** (n.) – готівка  
 cash against documents – гроші проти документів  
 cash against payment – гроші проти платежу  
 cash down – за готівковий рахунок  
 cash on delivery – сплата під час доставки

in cash – за готівковий рахунок  
**Chamber of Commerce and Industry** (n.) – Торговельно-промислова палата  
 Trade Chamber – Торгова палата  
**circumstance** (n.) – обставина  
 force majeure circumstances – обставини непереборної сили, форс-мажорні обставини  
 in (the) circumstances/ under (the) circumstances – в обставинах, що склалися  
**claim (for sth on sb)** (n.) – претензія, рекламація  
 admit a claim – приймати рекламацію  
 consider a claim – розглядати рекламацію  
 decline a claim – відхилити рекламацію  
 make a claim on sth – висунути рекламацію  
**clause** (n.) – стаття, пункт (*договору*)  
**collect** (v.) – забирати, збирати  
 collect (the) goods from sb/sth – забирати товар  
**commence** (v.) – починати  
 commencement (n.) – початок  
 date of commencement – дата початку  
**commerce** (n.) – комерція, торгівля  
 commercial (adj.) – комерційний  
 commercial invoice – комерційний рахунок  
 commercial (n.) – реклама (*у мас-медіа*)  
**commission** (n.) – комісійні, винагорода, комісія  
 agent’s commission – комісійні агента  
 parity commission – паритетна комісія  
 on commission basis – на умовах комісії  
**compensate sb for sth** (v.) – компенсувати  
 compensation (n.) – компенсація  
**complain to sb about/of sth** (v.) – скаржитися  
 complaint (n.) – скарга  
**complete** (adj.) – повний  
 complete (v.) – завершувати  
 complete work/construction – завершати роботу/будівництво  
**concerned** (adj.) – той, що/кого стосується  
 the parties concerned – зацікавлені сторони  
**condition** (n.) – умова, стан  
 agree to the conditions – погоджуватися з умовами  
 in good/bad/no condition – у гарному/поганому/не в стані  
 on condition that – за умови, якщо  
 on no condition – без будь-яких умов

**confirm** (v.) – підтверджувати  
 confirmation (n.) – підтвердження  
 order confirmation – підтвердження замовлення  
**conform to/with sth** (v.) – відповідати (*чомусь*)  
 conformity (n.) – відповідність  
 in conformity with sth – у відповідності до  
**consign** (v.) – відправляти, передавати на консигнацію  
 consignee (n.) – консигнатор  
 consignor (n.) – консигнант  
 consignment (n.) – консигнація  
 on consignment basis – на умовах консигнації  
**constituent** (n.) – складова  
**consume** (v.) – споживати  
 consumer (n.) – споживач  
 consumption (n.) – споживання  
**contract** (n.) – контракт, угода  
 contract of agency – агентська угода  
 (be) under a contract – нести контрактні зобов'язання  
 conclude a contract – скласти контракт  
 sign a contract – підписати контракт  
 terms of contract – умови контракту  
 contracting party (adj.) – договірна сторона  
 contractor (n.) – підрядник  
 subcontractor (n.) – субпідрядник  
**control** (v.) – контролювати  
 control (of sb/over sth) (n.) – контроль  
 beyond sb's control – поза контролем  
**convention** (n.) – конвенція  
 international trade convention – конвенція міжнародної торгівлі  
 the Warsaw Conventions – Варшавські конвенції  
**cost** (n.) – ціна, вартість  
 at the cost of – за вартістю  
 cost value – цінова вартість  
**(the) court** (n.) – суд  
 arbitration court – третейський/арбітражний суд  
 parity court – паритетний суд  
**cover** (v.) – охоплювати  
**credit** (n.) – кредит  
 long-term/short-term credit – довгостроковий/короткостроковий кредит  
 extend a credit – подовжити кредит  
 grant a credit – надати кредит  
 pledge a credit – просити про кредит  
**current** (adj.) – поточний  
 account current – поточний рахунок  
 current prices/terms – поточні ціни/умови  
**currency** (n.) – валюта  
 national currency – національна валюта  
 convertible/hard/soft currency – конвертована/тверда/м'яка валюта  
**customer** (n.) – замовник, клієнт  
 regular customer – постійний замовник/клієнт  
**damage** (n.) – пошкодження, збиток  
 agreed and liquidated damages – узгоджені збитки, що підлягають усуненню  
**deal** (n.) – угода  
 large-scale deal – масштабна угода  
 profitable deal – прибуткова угода  
 make a deal – скласти угоду  
 deal with sb/sth. (v.) – мати справу/співробітничати  
 dealer (n.) – ділер  
**debt** (n.) – борг  
 pay off a debt – розплатитися за боргом  
 debtor (n.) – боржник, дебітор  
**debit** (n.) – дебіт  
**deem** (v.) – вважати, розглядати  
**default** (n.) – невиконання зобов'язань  
**delay** (n.) – затримка  
 without any delay – без затримок  
**del credere** (n.) – дель кредере  
**deliver** (v.) – здійснювати поставку  
 delivery (n.) – доставка  
 nondelivery (n.) – недопоставка  
 misdelivery (n.) – доставка за неправильною адресою  
**demand** (n.) – попит  
 be in demand – користуватися попитом  
 meet a demand – задовольняти попит  
 on demand – у попиті  
**deny** (v.) – заперечувати  
**describe** (v.) – описувати  
 description (of sth) (n.) – опис  
**despatch** (v.) – відправляти  
 despatch (n.) – відправка  
**destination** (n.) – призначення  
 place of destination – місце призначення  
**determine** (v.) – визначати  
**deviation** (n.) – відхилення  
**discount** (n.) – знижка  
 allow/give a discount – надавати знижку  
**discretion** (n.) – розсуд, погляд  
 at sb's discretion – за розсудом, на погляд  
**disposal** (n.) – розпорядження  
 at one's/sb's disposal – у розпорядженні



**dispute** (n.) – суперечка  
 settle a dispute – вирішувати суперечку  
 question in dispute – суперечливе питання  
**disrupt** (v.) – зривати, порушувати (*графік*)  
 disruption (n.) – зрив, порушення  
**distribute** (v.) – розповсюджувати, розподіляти  
 distributor (n.) – дистрибутор  
 distribution (n.) – дистрибуція  
**dividend** (n.) – дивідент  
 pay dividends – сплачувати дивіденти  
**draw up** (v.) – складати  
 draw up a document – складати документ  
**due** (adj.) – належний  
 in due course/duly (adv.) – належним чином  
 in due time – у належний час  
 due to – завдяки  
 duly signed – підписаний належним чином  
**duplicate** (n.) – дублікат  
 in duplicate – у двох оригінальних примірниках  
**duration** (n.) – тривалість  
 duration period – строк дії  
**duty** (n.) – обов’язок, мито  
 duty-free – без податків, без мита  
**effect** (v.) – здійснювати, виконувати  
 effect payment – здійснювати платіж  
 effective (adj.) – чинний  
 effective date – дата набуття чинності  
 become effective – становитися чинним  
**efficient** (adj.) – ефективний  
**eliminate sb/sth from sth** (v.) – усувати  
 elimination (n.) – усунення  
**enclose (with sth)** (v) – додавати (*до документа*)  
 enclosure (n.) – додаток  
**endeavour** (v.) – намагатися  
**enquire** (v.) – запитувати  
 enquiry (n.) – запит  
**entail** (v.) – нести наслідки  
**enterprise** (n.) – підприємство  
**entitle sb to sth/to do sth** (v.) – надавати повноваження  
 entitlement (n.) – повноваження, влада  
**essential** (adj.) – невід’ємний, необхідний  
**establish** (v.) – засновати  
 establish a new market – засновати новий ринок  
**estimate** (v.) – оцінювати  
 estimate (n.) – кошторис  
**event** (n.) – подія  
 in the event of (sth) – у разі  
**exceed** (v.) – перевищувати  
 excessive (adj.) – надмірний  
**exception** (n.) – виняток  
 except for sb/sth – за винятком  
**execute** (v.) – виконувати  
 executive (n.) – виконавчий  
 chief executive (officer) – головний менеджер  
 execution (n.) – виконання  
**expend** (v.) – витратити  
 expenditure (n.) – витрата  
 expense (n.) – кошт, рахунок  
 at sb’s expense – за кошт/рахунок  
 bear/incure expenses – нести витрати  
 expensive (adj.) – коштовний  
**extend** (v.) – розширяти  
 extend credit – подовжити кредит  
 external (adj.) – зовнішній  
**facility** (n.) – допоміжний засіб  
 transport facility – транспортний засіб  
**fail in sth/doing sth; to do sth** (v.) – не змогти (*щось зробити*)  
 fail to settle a dispute – не могли вирішити суперечку  
 failure (n.) – невдача  
**fair** (n.) – ярмарок  
 trade/industrial/world fair – торговий/промисловий/міжнародний ярмарок  
**fault** (n.) – дефект, недолік, провина  
 through sb’s fault – за вини  
 faulty (adj.) – дефективний, пошкоджений  
**favour** (v.) – користь, допомога  
 in sb’s favour/in favour of sb – на користь  
 favourable (adj.) – сприятливий  
**fee** (n.) – гонорар  
 agent’s fee – гонорар агента  
**force** (n.) – сила, чинність  
 come into force – набувати чинності  
**foreman** (n.) – бригадир  
**fortnight** (n.) – півмісяця  
**forward** (v.) – відправляти, спрямовувати  
 forward goods – відправляти товар  
 freight forwarder (n.) – агент-перевізник  
**freight** (n.) – фрахт, фрахтування  
 freight charge – сплата за фрахтування  
**fulfil** (v.) – виконувати  
 fulfilment (n.) – виконання  
**goods** (n. *pl.*) – товар, товари  
**grant** (v.) – надавати, дарувати

grant a credit/discount – надавати кредит/знижку  
grant the right – надавати право  
**guarantee** (v.) – гарантувати  
guarantee (n.) – гарантія  
guarantee period – гарантійний період  
under guarantee – під гарантією  
**hand sth over to sb** (v.) – передавати  
hand over power/rights – передавати владу/право  
hand-over (n.) – передача  
**handle** (v.) – поводитися (з чимось)  
handling (n.) – поводження  
careful handling – обережне поводження  
**immediate** (adj.) – негайний  
immediately (adv.) – негайно  
**implement** (v.) – втілювати  
implementation (n.) – втілення  
**income** (n.) – прибуток  
net income – чистий прибуток  
**indelible** (adj.) – незмивний  
with indelible paint – незмивними чорнилами  
**indent** (for sth) (n.) – індент  
**in detail** (adv.) – детально  
**indicate** (v.) – вказувати  
indication (n.) – вказання  
**infringe** (v.) – порушувати  
infringement (n.) – порушення  
**initial** (adj.) – первинний  
**installment** (n.) – внесок  
pay by installments – платити внесками  
**insure sb/sth against sth** (v.) – страхувати  
insurance (n.) – страхування  
insurance certificate / policy – страховий сертифікат / поліс  
**interested** (adj.) – зацікавлений  
interested person/party – зацікавлена особа/сторона  
be interested in sth/doing sth – бути зацікавленим  
get interested in sth/doing sth – зацікавитися  
**intermediary** (n.) – посередник  
**internal** (adj.) – внутрішній  
**interpret** (v.) – інтерпретувати  
interpretation (n.) – інтерпретація  
**in the name of sb/in sb's name** (adv.) – від імені  
**invoice** (n.) – рахунок-фактура  
commercial invoice – комерційний рахунок  
**in writing** (adv.) – у письмовій формі  
**issue** (n.) – видання, оформлення  
date of issue – дата видання  
issue a document (v.) – оформляти документ  
**justify** (v.) – засвідчувати  
justified claim (adj.) – засвідчена рекламація  
**leaflet** (n.) – брошура, листівка  
**legal** (adj.) – юридичний  
legal address – юридична адреса  
**liable for sth/to sth** (adj.) – той, що несе відповідальність  
liable to no protest – той, що не підлягає опротестуванню  
liability (n.) – відповідальність  
limited liability – обмежена відповідальність  
**load sth into/onto sth** (v.) – завантажувати  
loading/unloading operations (adj.) – операції із завантаження/розвантаження  
**loan** (n.) – позика  
**loss** (n.) – збиток, втрата  
bear/suffer losses – нести збитки  
compensate/reimburse losses – компенсувати втрати  
**maintain** (v.) – обслуговувати, доглядати  
maintenance (n.) – догляд, обслуговування  
equipment maintenance – догляд за обладнанням  
guarantee maintenance – гарантійне обслуговування  
**major** (adj.) – головний, провідний  
**manner** (n.) – спосіб, метод  
in the following manner – наступним чином  
in the manner of arrangement – за домовленістю  
**manufacture** (v.) – виробляти  
manufacturer (n.) – виробник  
**market** (n.) – ринок  
common market – загальний/спільний ринок  
domestic market – внутрішній ринок  
local market – місцевий ринок  
target market – цільовий ринок  
enter a market – увійти на ринок  
expand a market – розширити ринок  
gain a market – здобути ринок  
lose a market – втратити ринок  
penetrate a market – проникати на ринок  
market(ing) research (adj.) – вивчення ринку  
**matter** (n.) – питання, справа  
**measure** (n.) – захід  
introduce measures – увести заходи  
take measures – уживати заходів  
**mediator** (n.) – посередник

**mention** (v.) – згадувати  
above mentioned/mentioned above (adj.) – вищезгаданий

**merchandise** (n.) – крам  
merchant (n.) – комерсант, купець  
mercantile (adj.) – комерційний

**minor** (adj.) – незначний, малий

**mutual** (adj.) – взаємний  
mutual claims – зустрічні претензії  
mutual trade – зустрічна торгівля  
at mutual interest – за взаємними вигідними умовами  
mutually agreed – за взаємною згодою

**nature** (n.) – характер  
of private nature – приватного характеру

**neglect** (v.) – нехтувати  
neglect handling (adj.) – недбайливе поводження  
neglectful of one's responsibilities (adj.) – зневажливий до своїх зобов'язань

**negotiate** (v.) – обговорювати, вести переговори  
(not) negotiable document (adj.) – необоротний/оборотний документ

**notify sb of sth; sth to sb** (v.) – повідомляти, сповіщати  
notification (n.) – повідомлення

**object to sb/sth/doing sth** (v.) – заперечувати  
objection (n.) – заперечення  
valid objection – обґрунтоване заперечення

**obligation** (n.) – зобов'язання  
without any obligation – без жодних зобов'язань  
obligatory (adj.) – обов'язковий

**order** (v.) – замовляти  
order (n.) – замовлення  
trial order – пробне замовлення  
obtain an order – отримувати замовлення  
place an order with sb – розміщувати замовлення

**originate** (from sth) (v.) – походити  
origin (n.) – походження  
(the) original (n.) – оригінал

**owe sb for sth; sth to sb** (v.) – бути у боргу  
owing to – завдяки

**own** (v.) – володіти  
by one's own means – власними засобами  
owner (n.) – власник  
ownership (n.) – власність

**pamphlet** (n.) – проспект, брошура  
promotional pamphlet – рекламний проспект

**participate** (v.) – брати участь  
participant (n.) – учасник

**part** (n.) – частина, сторона, бік  
of the part of sb – з боку  
spare parts – запасні частини

**particular** (adj.) – окремий  
in particular/particularly (adv.) – зокрема

**party** (n.) – сторона  
contracting/ concerned/ suffered party – договірна/ зацікавлена/ постраждала сторона  
both parties – обидві сторони

**pay** (v.) – платити  
prepay (v.) – платити наперед  
(non-; pre-) payment (n.) – (не-; попередній) платі  
method of payment – спосіб платежу  
make payment – здійснювати платіж

**penalty** (n.) – штраф, пеня  
claim penalty – виставляти пеню

**per cent** (n) – відсоток  
percentage (n.) – відсоткова ставка

**perform** (v.) – виконувати  
performance (n.) – виконання

**permit** (v.) – давати дозвіл  
permit (n.) – дозвіл

**postpone** (v.) – відстрочувати, відкладати  
postponement (n.) – відстрочка

**power** (n.) – влада, чинність, повноваження  
come into power – набути чинності  
have power to do sth – мати повноваження  
in/within one's power – у межах повноважень

**preliminary** (adj.) – попередній

**premises** (n. *pl.*) – приміщення, місце  
on the premises of sb – у приміщенні, на місці

**presence** (n.) – присутність  
in (the) presence of sb/in sb's presence – у присутності

**present** (adj.) – присутній, даний, чинний  
the present agreement – чинна угода

**presentation** (n.) – надання, презентація  
on presentation – після надання

**price** (n.) – ціна  
at the price of – за ціною  
competitive price – конкурентна ціна  
firm price – тверда ціна  
reasonable price – розумна ціна  
retail price – роздрібна ціна

selling price – продажна ціна  
 sliding price – ковзаюча ціна  
 wholesale price – гуртова ціна  
 hold a price – тримати ціну  
 quote a price – називати ціну  
 break-down of prices – падіння цін  
 scale of prices – шкала цін  
 price-list (n.) – прайс лист  
**principal** (n.) – принципал  
**proceedings** (n. *pl.*) – розглядання справи в суді  
 legal proceedings – судочинство  
**profit** (n.) – прибуток, вигода  
 at a profit – вигідно, з прибутком  
 make a profit – здобувати прибуток/вигоду  
 profitable (adj.) – прибутковий, вигідний  
**prohibit** (v.) – забороняти  
 prohibition (n.) – заборона  
**promote** (v.) – просувати, рекламувати  
 promote a product – просувати продукт  
 promotion (n.) – просунення, реклама  
 promotional pamphlet (adj.) – рекламний проспект  
**property** (n.) – власність  
 intellectual property – інтелектуальна власність  
 property owner – володар власності  
**propose sth to sb** (v.) – пропонувати  
 proposal (n.) – пропозиція  
 counter proposal – зустрічна пропозиція  
**provide sb with sth; sth for sb** (v.) – забезпечувати  
 provided (that)/providing (that) – за умови, якщо  
 provision (n.) – стаття (*договору*)  
**publicity** (n.) – реклама  
 publicity materials – рекламні матеріали  
**purchase** (v.) – купувати  
 purchase (n.) – покупка, купівля  
 bulk purchase – гуртова купівля  
 purchaser (n.) – покупець  
**purpose** (n.) – мета  
 for the purpose of sth – з метою  
**query** (n.) – питання, проблема  
 in query – проблемний  
**quote** (v.) – котирувати  
 quote a price – називати ціну  
 quotation (n.) – котировка  
**range** (n.) – спектр, асортимент  
 range of goods/products/services – спектр товарів/продукції/послуг  
**rate** (n.) – ставка  
 at the rate of – за ставкою  
 interest rate – відсоткова ставка  
 penalty rate – ставка пені  
**raw materials** (n. *pl.*) – сировина  
**receipt** (n.) – отримання  
 on/upon receipt of sth – після отримання  
**reduce sth to/by** (v.) – зменшувати, знижувати  
 reduction (n.) – зниження  
 price reduction – зниження ціни  
**refer to sb/sth** (v.) – передавати  
 refer the matter to arbitration/court – передавати справу до арбітражу/суду  
 reference (n.) – посилення  
**register sth in sth; sb as sth** (v.) – реєструвати  
 registered trade mark/ branch/ subsidiary (adj.) – зареєстрована(-е) торгова марка/ філія/ дочірнє підприємство  
**regulate** (v.) – регулювати  
 regulation (n.) – регулювання  
 rules and regulations – статут  
**reimburse sb for sth** (v.) – відшкодувати  
 reimbursement of expenses/losses (n.) – відшкодування витрат/збитків  
**relationship** (n.) – стосунки  
**relevant** (adj.) – той, що стосується  
 irrelevant (adj.) – той, що не стосується  
**remain** (v.) – залишатися  
**remittance** (n.) – переказ  
 bank/money/post remittance – банківський/ грошовий/поштовий переказ  
**remuneration** (n.) – винагорода, премія  
**renewal** (n.) – поновлення  
 renewal of agreement – поновлення угоди  
**rent** (v.) – здавати в оренду  
 rent (n.) – оренда  
**repair** (v.) – лагодити  
**replace sb/sth(with sb/sth)** (v.) – заміщувати  
 replacement (n.) – заміна  
**reply to sb/sth with sth** (v.) – відповідати  
 in reply to sth – у відповідь  
**represent** (v.) – представляти  
 representative (n.) – представник  
 sales representative – торговий представник  
**request (for sth)** (n.) – прохання, заявка  
 written request – письмова заявка  
 at sb's request – за проханням  
**require** (v.) – вимагати  
 if/when required – за вимогою

requirement (n.) – вимога  
meet sb's requirements – відповідати вимогам  
**responsible** (adj.) – відповідальний  
be responsible for sth – відповідати  
responsibility (n.) – відповідальність  
bear responsibility – нести відповідальність  
**retail** (n.) – роздріб  
retail sale – роздрібна торгівля  
retailer (n.) – роздрібний продавець  
**review** (v.) – переглядати  
review commission/price – переглядати комісійні/ціну  
revision (n.) – ревізія  
**revocable** (adj.) – відзивний  
(ir)revocable letter of credit – (без-) відзивний акредитив  
**right** (n.) – право, повноваження  
grant the right – надавати право  
have the right – мати право  
have no right – не мати право  
reserve the right – зберігати право  
be in the right – мати повноваження  
by right of – правом, уповноваженням  
within one's right – у межах повноважень  
**safe** (adj.) – безпечний  
safety (n.) – безпека  
**salary** (n.) – заробітна платня  
**sale** (n) – продаж  
contract of sale – контракт купівлі-продажу  
on sale – розпродаж  
sales (n. *pl.*) – торгівля, продажі  
sales literature – торгова література  
sales manager – комерційний менеджер  
sales representative – торговий представник  
**sample** (n.) – зразок  
be up to sample – відповідати зразку  
**sell** (v.) – продавати  
seller (n.) – продавець  
**service** (n.) – послуга  
furnish services – надавати послугу  
**set up** (v.) – відкривати, засновувати  
**settle for sth** (v.) – врегулювати  
settle a dispute – вирішувати суперечку  
settlement (n.) – врегулювання  
reach friendly settlement – досягти мирної згоди  
**share** (n.) – акція  
company shares – акції компанії  
**ship** (v.) – відправляти  
shipper (n.) – перевізник  
shipment (n.) – відвантаження

against shipment – проти відвантаження  
part shipment – часткове відвантаження  
shortshipment – недовантаження  
transshipment – перевантаження  
shipping document/specification (adj.) – транспортний документ/специфікація  
**sign** (v.) – підписувати  
signature (n.) – підпис  
over the signature – за підписом  
**solve** (v.) – вирішувати  
solution (n.) – рішення  
(in) solvency (n.) – (не-) платіжоспроможність  
(in) solvent (adj.) – (не-) платіжоспроможний  
**specify** (v.) – уточнювати  
specification (n.) – специфікація  
**stipulate** (v.) – обговорювати  
stipulation (n.) – обговорення  
**stock** (n.) – склад  
in stock – на складі, у наявності  
out of stock – відсутній на складі  
**store** (n.) – магазин, склад  
store (v.) – зберігати  
storehouse (n.) – склад  
storage (n.) – складування, зберігання  
**strive (strove/strived, striven) for sth** (v.) – намагатися  
strive for amicable settlement – намагатися вирішити справу мирним шляхом  
**subject to** (adj.) – той, що підлягає  
be subject to sth – підлягати  
**submit sth to sb/sth for sth** (v.) – подавати  
submit documents – подавати документи  
**success** (n.) – успіх  
successful (adj.) – успішний  
**sufficient for sb/sth** (adj.) – достатній  
**suitable** (adj.) – зручний  
**sum** (n.) – сума  
sum equal to – сума, що дорівнює  
**supervise** (v.) – наглядати, керувати  
supervisor (n.) – керівник  
supervision (n.) – нагляд  
**supply sb with sth** (v.) – забезпечувати, надавати  
supplies (n. *pl.*) – поставки  
contract supplies – контрактні поставки  
supplier (n.) – постачальник  
supply (n.) – постачання  
**tax** (n.) – податок

indirect tax – опосередкований податок  
 Value Added Tax – податок на додаткову вартість  
 taxation (n.) – податковість  
**temporary** (adj.) – тимчасовий  
**tender** (n.) – тендер  
 open tender – відкритий тендер  
**term** (n.) – умова, порядок  
 terms of payment/of delivery – умови платежу/доставки  
 on favourable terms – на вигідних умовах  
**terminate** (v.) – подовжувати  
**time** (n.) – час  
 from time to time – час від часу  
 in time – вчасно  
 on time – під час  
 timely (adj.) – тимчасовий  
 time-sheet (n.) – тайм-шит  
**trade (in sth) with sb** (v.) – торгувати  
 trade (n.) – торгівля  
 countertrade (n.) – зустрічна торгівля  
 mutual trade – взаємна торгівля  
**train** (v.) – готувати, вчити  
 training (n.) – підготовка, трейнінг  
**transaction** (n.) – операція, угода  
 (in)direct transaction – (не-)пряма угода  
 make a transaction – скласти угоду, здійснити операцію  
**transfer sb/sth from sth** (v.) – передавати  
 transfer one's rights to sb – передавати свої права  
 transferable (adj.) – трансферабельний

transferable letter of credit – трансферабельний акредитив  
**validity** (n.) – чинність  
 validity period – строк дії  
**value** (v.) – коштувати  
 value (n.) – вартість, ціна  
 cost value – цінова вартість  
 total/partial value – загальна/часткова вартість  
**vehicle** (n.) – транспортний засіб  
**verify** (v.) – свідчити  
 verification (n.) – свідчення  
**vessel** (n.) – судно  
**void** (adj.) – той, що не має юридичної сили  
 be/consider null and void – бути/вважати таким, що не має чинності  
**wages** (n. *pl.*) – заробітна платня  
 average wages – середня заробітна платня  
**warehouse** (n.) – склад  
 customs warehouse – митний склад  
**warranty** (n.) – гарантія  
 warranty period – гарантійний період  
**wholesale** (n.) – гурт  
 wholesale trade – гуртова торгівля  
 wholesaler (n.) – гуртовий продавець  
**withdraw (withdrew, withdrawn)** (v.) – відзивати, відхиляти  
 withdraw payment/offer/goods – відзивати платіж/оферту/товар  
**witness** (n.) – свідок  
 in witness of sth – як свідоцтво

**Словник-мінімум для навчання розуміння і створення практично нестандартизованих документів (оферта, замовлення, підтвердження замовлення, запит, лист про наміри)**

**accept** (v.) – приймати, акцептувати  
 accept (n.) – акцепт  
 acceptable (adj.) – прийнятний  
**accompany** (v.) – супроводжувати  
**account** (n.) – рахунок  
 account current – поточний рахунок  
 account number – номер рахунку  
 bank account – банківський рахунок  
 for one's own account – за власний рахунок  
**advantage** (n.) – перевага  
 to advantage – вигідно, з користю  
 to sell to advantage – продавати на корисних умовах

to the mutual advantage – із взаємною користю  
**advertise** (v.) – рекламувати  
 advertisement (n.) – реклама  
 advertising materials (adj.) – рекламні матеріали  
**advise** (v.) – радити, повідомляти  
 advice (n.) – порада, повідомлення  
**agent** (n.) – агент  
 buying agent – агент-покупець  
 exclusive agent – ексклюзивний агент  
 sales agent – торговий агент  
 sole agent – монопольний агент

agency (n.) – агенція  
 advertising agency – рекламна агенція  
**allow** (v.) – дозволяти, надавати  
 allow discount/credit – надавати знижку/кредит  
**amount** (n.) – кількість  
 the amount due – належна кількість  
 amount to sth (v.) – налічувати  
**annual** (adj.) – річний  
 annual consumption – річне споживання  
 annual sales – річний продаж  
**appeal to sb/sth for sth** (v.) – звертатися  
 appeal (n.) – звернення  
**appreciate** (v.) – цінувати  
**arrange** (v.) – домовлятися  
 arrangement (n.) – домовленість  
 make arrangements – домовлятися  
**article** (n.) – річ, товар  
**at one's/sb's disposal** – у розпорядженні  
**attach sth to sth** (v.) – додавати (*до документа*)  
 attachment to sth (n.) – додаток  
**attract** (v.) – привертати увагу, приваблювати  
 attractive prices/terms (adj.) – привабливі ціни/умови  
**at the earliest** (adv.) – щонайраніше  
**at the latest** (adv.) – щонайпізніше  
**assortment** (n.) – асортимент, спектр  
**available** (adj.) – той, що є у розпорядженні  
**bargain** (n.) – покупка, вигідна покупка  
 bargain (v.) – купувати, робити покупки  
**basis** (n.) – основа, ґрунт  
 on the basis of sth – на основі, на умовах  
 on consignment basis – на умовах консигнації  
 on regular basis – постійно, регулярно  
**behalf** (n.) – інтерес  
 on behalf of sb – від імені, у зацікавленості  
 for and on behalf of sb – за та від імені  
**benefit** (n.) – прибуток, вигода, користь  
 beneficial (adj.) – прибутковий, вигідний  
 beneficiary (n.) – бенефіціар  
**booklet** (n.) – буклет, брошура, проспект  
**buy** (v.) – купувати  
 buyer (n.) – покупець  
**by return** (adv.) – зворотною поштою  
**carrier** (n.) – перевізник  
 carriage (n.) – перевезення, транспортування  
 carriage of goods – перевезення товарів  
**cash** (n.) – готівка  
 cash against documents – гроші проти документів  
 cash against payment – гроши проти платежу  
 cash credit – грошовий кредит  
 cash on delivery – сплата під час доставки  
 in cash – за готівковий рахунок  
**Chamber of Commerce and Industry** (n.) – Торговельно-промислова палата  
 Trade Chamber – Торгова палата  
**charge** (n.) – сплата, платня  
 freight charge (n.) – сплата за фрахтування  
 charge for (v.) – призначати ціну  
 charge to sb's account/for the account of sb – записувати на рахунок  
 chargeable (adj.) – той, що підлягає сплаті  
**collaborate with sb on sth** (v.) – співробітничати  
 collaboration (n.) – співробітництво  
 in collaboration with sb – у співробітництві з  
**collect** (v.) – забирати, збирати  
 collect (the) goods from sb/sth – забирати товар  
 collection (n.) – інкасо  
 in collection – за інкасовим дорученням  
**commerce** (n.) – комерція, торгівля  
 commercial (adj.) – комерційний  
 commercial invoice – комерційний рахунок  
 commercial (n.) – реклама (*у мас-медіа*)  
**commodity** (n.) – товар  
 Commodity Exchange – товарно-сировинна біржа  
**complete** (adj.) – повний, завершений  
 complete (v.) – заповнювати  
 complete a form – заповнювати форму  
**conclude** (v.) – робити висновок  
 conclude an agreement/contract – скласти угоду/контракт  
 conclusion (n.) – висновок  
**condition** (n.) – умова, стан  
 agree to the conditions – погоджуватися на умови  
 in (good/bad) condition – у (гарному/поганому) стані  
 on condition that – за умови, якщо  
**confirm** (v.) – підтверджувати  
 confirmation (n.) – підтвердження  
 order confirmation – підтвердження замовлення  
**consign** (v.) – відправляти, передавати на консигнацію

consignee (n.) – консигнатор  
 consignor (n.) – консигнант  
 consignment (n.) – консигнація  
 on consignment basis – на умовах консигнації  
**consume** (v.) – споживати  
 consumer (n.) – споживач  
 consumption (n.) – споживання  
**contract** (n.) – контракт  
 contract of agency – агентська угода  
 contract of sale – контракт купівлі-продажу  
 conclude a contract – скласти контракт  
 discuss a contract – обговорювати контракт  
 sign a contract – підписати контракт  
 terms of contract – умови контракту  
 contractor (n.) – підрядник  
 subcontractor (n.) – субпідрядник  
**cost** (n.) – ціна, вартість  
 at the cost of – за вартістю  
 cost value – цінова вартість  
 cost (v.) – коштувати  
**count on sb** (v.) – розраховувати  
**cover** (v.) – охоплювати  
**credit sb/sth with sth** (v.) – кредитувати  
 credit (n.) – кредит  
 long-term/short-term credit – довгостроковий/  
 короткостроковий кредит  
 extend a credit – подовжувати кредит  
 grant a credit – надавати кредит  
 pledge a credit – просити про кредит  
**current** (adj.) – поточний  
 account current – поточний рахунок  
 current prices/terms/catalogues – поточні  
 ціни/ умови/каталоги  
**currency** (n.) – валюта  
 convertible/hard/soft currency – конвертована/  
 тверда/м'яка валюта  
 national currency – національна валюта  
**customer** (n.) – замовник, клієнт  
 regular customer – постійний замовник/клієнт  
**deal** (n.) – угода  
 large-scale deal – масштабна угода  
 profitable deal – вигідна угода  
 make a deal – здійснити угоду  
 deal with sb/sth. (v.) – мати справу  
**default** (n.) – невиконання зобов'язань  
 default of payment/delivery – невиконання  
 умов платежу/доставки  
**delay** (n.) – затримка  
 without any delay – без затримки  
**deliver** (v.) – здійснювати доставку  
 delivery (n.) – доставка  
 delivery terms/terms of delivery – умови  
 доставки  
**demand** (n.) – попит  
 be in demand – користуватися попитом  
 brisk demand – жвавий попит  
 great demand – великий попит  
 meet a demand – задовольняти попит  
 on demand – у попиті  
**describe** (v.) – описувати  
 description (of sth) (n.) – опис  
**despatch** (v.) – відправляти  
 despatch (n.) – відправка  
**determine** (v.) – визначати  
**develop** (v.) – розвивати  
 develop relations/trade/market – розвивати  
 стосунки/торгівлю/ринок  
**discount** (n.) – знижка  
 allow/give a discount – надавати знижку  
**discretion** (n.) – розсуд  
 at one's discretion – на власний розсуд  
 to leave to sb's discretion – залишати на  
 розсуд  
**display** (n.) – зображувати, демонструвати  
 display (v.) – зображення, демонстрація  
**disposal** (n.) – розпорядження  
 at one's/sb's disposal – у розпорядженні  
**distribute** (v.) – розповсюджувати  
 distributor (n.) – дистрибутор  
 distribution (n.) – дистрибуція  
**do business with sb** (v.) – вести торгівлю  
**do one's best with sth** (v.) – докласти всіх  
 зусиль  
**draw up** (v.) – складати  
 draw up a document – складати документ  
**duplicate** (n.) – дублікат  
 in duplicate – у двох оригінальних  
 примірниках  
**duration** (n.) – тривалість  
 duration period – строк дії  
**duty** (n.) – податок, мито  
 import duty – податок на імпорт  
 customs duty – митний податок/тариф  
 duty-free – без мита  
**effect** (v.) – здійснювати, виконувати  
 effect payment – здійснювати платіж  
 effective (adj.) – дійсний, чинний  
 effective date – дата набуття чинності  
**efficient** (adj.) – ефективний  
**enclose sth with sth** (v) – додавати (до  
 документа)  
 enclosure (n.) – додаток



**enquire** (v.) – запитувати  
enquiry (n.) – запит  
make enquiries about sth – довідуватися  
**entail** (v.) – нести наслідки  
**enterprise** (n.) – підприємство  
**equal (to sth)** (adj.) – той, що дорівнює  
in equal parts – у рівних пропорціях  
**essential** (adj.) – невід’ємний, суттєвий  
**establish** (v.) – засновувати  
establish a new market – засновати новий ринок  
**estimate** (v.) – оцінювати  
**event** (n.) – подія  
in the event of (sth) – у разі  
**exceed** (v.) – перевищувати  
excessive (adj.) – надмірний  
**except sb/sth from sth** (v.) – виключати  
exception (n.) – виняток  
except for sb/sth – за винятком  
**execute** (v.) – виконувати  
executive (adj.) – виконавчий  
chief executive (officer) – головний менеджер  
execution (n.) – виконання  
**exhibit** (v.) – демонструвати  
exhibition (n.) – виставка  
**expend** (v.) – витратити  
expenditure (n.) – витрата  
expense (n.) – кошт, рахунок  
at sb’s expense – за рахунок  
bear/incur expenses – нести витрати  
expensive (adj.) – коштовний  
**experience** (n.) – досвід  
**expose** (v.) – показувати, демонструвати  
exposition (n.) – експозиція  
**facilitate** (v.) – сприяти, допомагати  
facility (n.) – допоміжний засіб  
**fair** (n.) – ярмарок  
trade/industrial/world fair – торговий/  
промисловий/міжнародний ярмарок  
**favour** (v.) – користь, допомога  
in sb’s favour/in favour of sb – на користь  
favourable (adj.) – сприятливий  
**favourite** (adj.) – улюблений, популярний  
**fortnight** (n.) – півмісяця  
**forward** (v.) – відправляти, спрямовувати  
forward goods – відправляти товар  
freight forwarder (n.) – агент-перевізник  
**freight** (n.) – фрахт, фрахтування  
freight charge – сплата за фрахтування  
freight (v.) – фрахтувати  
**fulfil** (v.) – виконувати  
fulfilment (n.) – виконання  
**get in touch with sb** (v.) – зв’язуватися  
**goods** (n. pl.) – товар, товари  
**grant** (v.) – надавати, дарувати  
grant a credit/discount – надавати кредит/  
знижку  
**grateful** (adj.) – вдячний  
be grateful sb for sth – бути вдячним  
**guarantee** (v.) – гарантувати  
guarantee (n.) – гарантія  
guarantee period – гарантійний період  
**hesitate** (v.) – соромитися, не зважуватися  
**immediate** (adj.) – негайний  
immediately (adv.) – негайно  
**impress sb with sth** (v.) – вражати  
impressed (adj.) – вражений  
be impressed by sb/sth – бути враженим  
impression (n.) – враження  
impressive (adj.) – вражаючий  
**include** (v.) – включити  
inclusion (n.) – включення  
**income** (n.) – прибуток  
net income – чистий прибуток  
**increase sth from ... to ...** (v.) – збільшувати  
increase (n.) – збільшення  
**in detail** (adv.) – детально  
**indicate** (v.) – вказувати  
indication (n.) – вказання  
**installment** (n.) – внесок  
pay by installments – платити внесками  
**interested** (adj.) – зацікавлений  
interested person/party – зацікавлена особа/  
сторона  
be interested in sth/doing sth – бути  
зацікавленим  
get interested in sth/doing sth – зацікавитися  
**intermediary** (n.) – посередник  
**internal** (adj.) – внутрішній  
**in the name of sb/in sb’s name** (adv.) – від  
імені  
**invoice sb for sth; sth to sb** (v.) –  
виставляти рахунок  
invoice (n.) – рахунок-фактура  
commercial invoice – комерційний рахунок  
**involve sb in sth/doing sth** (v.) – залучати  
**item** (n.) – одиниця товару *тощо*  
**keep pace with sth** (v.) – йти нарівні з, не  
відставати  
**lack** (v.) – бракувати  
lack (n.) – брак, нестача  
**launch** (v.) – впроваджувати, розпочинати

launch a product – впроваджувати продукт  
**leaflet** (n.) – брошура, листівка  
**line** (n.) – лінія, тип продукції  
 line of products – тип товарів  
**look for sb/sth** (v.) – шукати  
**look forward to sth/doing sth** (v.) – очікувати, сподіватися на  
**loss** (n.) – збиток, втрата  
 bear/suffer losses – нести збитки  
 compensate/reimburse losses – компенсувати втрати  
**major** (adj.) – головний, провідний  
**manufacture** (v.) – виробляти  
 manufacturer (n.) – виробник  
**market** (n.) – ринок  
 common market – загальний/спільний ринок  
 domestic/home market – внутрішній ринок  
 local market – місцевий ринок  
 promising market – перспективний ринок  
 target market – цільовий ринок  
 break into a market – увірватися на ринок  
 enter a market – увійти на ринок  
 expand a market – розширяти ринок  
 gain a market – здобути ринок  
 lose a market – втратити ринок  
 penetrate a market – проникати на ринок  
 market(ing) research (adj.) – вивчення ринку  
**merchandise** (n.) – крам  
 merchant (n.) – комерсант, купець  
**merge** (v.) – об'єднуватися  
 merger (n.) – злиття  
**minor** (adj.) – незначний, малий  
**mutual** (adj.) – взаємний  
 mutual trade – зустрічна торгівля  
 at mutual interest – за взаємною зацікавленістю  
**negotiate** (v.) – вести переговори  
**notice** (n.) – повідомлення  
 at short notice – негайно, миттєво  
**notify sb of sth; sth to sb** (v.) – повідомляти, сповіщати  
 notification (n.) – повідомлення  
**obliged** (adj.) – зобов'язаний  
 be obliged to sb for sth – бути зобов'язаним  
 obligation (n.) – обов'язок, зобов'язання  
 without any obligation – без жодних зобов'язань  
 obligatory (adj.) – обов'язковий  
**obtain** (v.) – отримувати, здобувати  
 obtain an order – отримати замовлення  
**offer** (v.) – пропонувати  
 offer (n.) – пропозиція, оферта  
 firm/free offer – тверда/вільна оферта  
 irrevocable/revocable offer – безвідзивна/відзивна оферта  
 accept an offer – акцептувати оферту  
 cancel an offer – скасувати оферту  
 consider an offer – розглядати оферту  
 decline an offer – відхилити оферту  
 make an offer – зробити пропозицію  
 submit an offer – подати оферту  
 withdraw an offer – анулювати оферту  
 offeree (n.) – отримувач оферти  
 offerer (n.) – відправник оферти  
**offset** (n.) – офсет  
 offset trade – офсетна торгівля  
**order** (v.) – замовляти  
 order (n.) – замовлення  
 firm order – тверде замовлення  
 trial order – пробне замовлення  
 make out an order – виписати замовлення  
 obtain an order – отримати замовлення  
 place an order with sb – розміщувати замовлення  
 submit an order – подати замовлення  
**output** (n.) – випуск продукції  
**own** (v.) – володіти  
 by one's own means – власними засобами  
 on one's own – самостійно  
 owner (n.) – власник  
 ownership (n.) – власність  
**pamphlet** (n.) – проспект, брошура  
 promotional pamphlet – рекламний проспект  
**participate** (v.) – брати участь  
 participant (n.) – учасник  
**particular** (adj.) – окремий  
 in particular/particularly (adv.) – зокрема  
**party** (n.) – сторона  
 concerned – зацікавлена сторона  
 suffered party – постраждала сторона  
**pay** (v.) – платити  
 prepay (v.) – платити наперед  
 (non-; pre-)payment (n.) – (не-/попередній) платіж  
 method of payment – спосіб платежу  
 make payment – здійснювати платіж  
**pleasure** (n.) – задоволення, радість  
 have pleasure in doing sth – мати задоволення  
 pleased (adj.) – задоволений  
**pledge sth to sb** (v.) – просити  
 pledge a credit/discount – просити про

кредит/ знижку

**postpone** (v.) – відстрочувати, відкладати  
postponement (n.) – відстрочка

**power** (n.) – влада, повноваження, авторитет  
have power to do sth – мати повноваження  
in/within one's power – у межах  
уповноважень

powerful (adj.) – авторитетний

**preliminary** (adj.) – попередній

**premises** (n. *pl.*) – приміщення, місце  
on the premises of sb – у приміщенні, на  
місці

**presence** (n.) – присутність  
in (the) presence of sb/in sb's presence – у  
присутності

present (adj.) – даний, чинний, присутній

presentation (n.) – надання, презентація

on presentation – після надання

**price** (n.) – ціна

at the price of – за ціною

competitive price – конкурентна ціна

firm price – тверда ціна

reasonable price – розумна ціна

retail price – роздрібна ціна

selling price – продажна ціна

sliding price – ковзаюча ціна

wholesale price – гуртова ціна

hold a price – тримати ціну

quote a price – називати ціну

scale of prices – шкала цін

price-list (n.) – прайс лист

**principal** (n.) – принципал

**profit** (n.) – прибуток, вигода

at a profit – вигідно, з прибутком

make a profit – здобувати прибуток/вигоду

profitable (adj.) – прибутковий, вигідний

**promise** (v.) – обіцяти

promising market (adj.) – перспективний  
ринок

promising terms – перспективні умови

**promote** (v.) – просувати, рекламувати

promote a product – просувати продукт

promotion (n.) – просування, реклама

promotional pamphlet (adj.) – рекламний  
проспект

**prompt** (adj.) – швидкий

promptly (adv.) – швидко

**proper** (adj.) – належний

properly (adv.) – належним чином

**propose sth to sb** (v.) – пропонувати

proposal (n.) – пропозиція

counter proposal – зустрічна пропозиція

**prospective** (adj.) – майбутній, очікуваний

**prospectus** (n.) – проспект

**provide sb with sth; sth for sb** (v.) –  
забезпечувати, постачати

provider (n.) – постачальник

provided (that)/providing (that) – за умови,  
якщо

**publicity** (n.) – реклама

publicity materials – рекламні матеріали

**purchase** (v.) – купувати

purchase (n.) – купівля

bulk purchase – гуртова купівля

purchaser (n.) – покупець

**quote** (v.) – котирувати

quote a price – називати ціну

quotation (n.) – котировка

**range** (n.) – спектр, асортимент

range of goods/products/services – спектр  
товарів/продуктів/послуг

**rate** (n.) – ставка

at the rate of – за ставкою

excessive rate – надмірна ставка

freight rate – ставка за фрахт/перевезення

interest rate – відсоткова ставка

**raw materials** (n. *pl.*) – сировина

**receive sth from sb** (v.) – отримувати

receiver (n.) – отримувач

receipt (n.) – чек, квитанція

on/upon receipt of sth – після отримання

**reduce sth to/by ...** (v.) – знижувати

reduction (n.) – зниження

price reduction – зниження ціни

**refer to sb/sth** (v.) – посилатись

reference (n.) – посилення

with reference to – з посиленням на

**register sth in sth; sb as sth** (v.) –  
реєструвати

registered trade mark/branch (adj.) –  
zareєстрована торгова марка/філія

**reimburse sb for sth** (v.) – відшкодувати

reimbursement of expenses/losses (n.) –  
відшкодування витрат/збитків

**relate to sth** (v.) – стосуватися, належати

relation (n.) – відношення, причетність

in relation to sth/sb – стосовно

relationship (n.) – стосунки

**relevant** (adj.) – той, що стосується

irrelevant (adj.) – той, що не стосується

**rely on/upon sb/sth** (v.) – покладатися

reliable (adj.) – надійний

**remain** (v.) – залишатися  
**remit sth to sb** (v.) – переказувати  
 remittance (n.) – переказ  
 bank/money/post remittance – банківський/грошовий/поштовий переказ  
**replace sb/sth with sb/sth** (v.) – заміщувати  
 replacement (n.) – заміна  
**replenish** (v.) – поповнювати  
**reply to sb/sth with sth** (v.) – відповідати  
 in reply to sth – у відповідь  
**represent** (v.) – представляти  
 representative (n.) – представник  
 sales representative – торговий представник  
**request (for sth)** (n.) – прохання, заявка  
 written request – письмова заявка  
 at sb's request – за проханням  
**require** (v.) – вимагати  
 if/when required – за вимогою  
 requirement (n.) – вимога  
 make one's requirements – висувати вимоги  
 meet sb's requirements – відповідати вимогам  
**respond to sb/sth** (v.) – відповідати  
 response (n.) – відповідь, відзив  
 responsible (adj.) – відповідальний  
 be responsible for sth – відповідати  
 responsibility (n.) – відповідальність  
**retail** (n.) – роздріб  
 retail sale – роздрібна торгівля  
 retailer (n.) – роздрібний продавець  
**revocable** (adj.) – відзивний  
 (ir)revocable letter of credit – (без-) відзивний акредитив  
**right** (n.) – право, повноваження  
 grant the right – надавати право  
 have the right – мати право  
 by right of – уповноваженням  
 within one's right – у межах уповноважень  
**rotation** (n.) – ротація  
 in strict rotation – за суворою ротацією  
**sale** (n.) – продаж  
 contract of sale – контракт купівлі-продажу  
 for sale – для продажу  
 on sale – розпродаж  
 resale (n.) – перепродаж  
 sales (n. *pl.*) – торгівля, продажі  
 sales literature – торгова література  
 sales manager – комерційний менеджер  
 sales representative – торговий представник  
 sales turnover – обіг продажів  
**sample** (n.) – зразок  
 up to sample – у відповідності до зразку  
**satisfactory** (adj.) – задовільний  
 satisfaction (n.) – задоволення  
 to one's satisfaction – задля задоволення  
**sell** (v.) – продавати  
 seller (n.) – продавець  
**send** (v.) – посилати, відправляти  
 sender (n.) – відправник  
**service** (n.) – послуга  
 furnish services – надавати послуги  
 at sb's service – до послуг  
**ship** (v.) – відправляти  
 shipper (n.) – перевізник  
 shipment (n.) – відвантаження  
 against shipment – проти відвантаження  
 part shipment – часткове відвантаження  
 shortshipment – недовантаження  
 transshipment – перевантаження  
 shipping document/specification (adj.) – транспортний документ/специфікація  
**shortage** (n.) – нестача, брак  
**sign** (v.) – підписувати  
 signature (n.) – підпис  
**similar (to sb/sth)** (adj.) – подібний, схожий  
 similarity (n.) – схожість  
**solve** (v.) – вирішувати  
 solution (n.) – рішення  
 (in) solvency (n.) – (не-) платіжоспроможність  
 (in)solvent (adj.) – (не-)платіжоспроможний  
**spare** (adj.) – запасний  
 spare parts – запасні частини  
**specify** (v.) – уточнювати  
 specification (n.) – специфікація  
**stock** (n.) – склад  
 in stock – на складі, у наявності  
 out of stock – відсутній на складі  
**store** (n.) – магазин, склад  
 store (v.) – зберігати  
 storehouse (n.) – склад  
**subject to** (adj.) – той, що підлягає  
 be subject to sth – підлягати  
**success** (n.) – успіх  
 successful (adj.) – успішний  
**sufficient for sb/sth** (adj.) – достатній  
**suitable** (adj.) – зручний  
**sum** (n.) – сума  
 sum equal to – сума, що дорівнює  
**supply sb with sth** (v.) – постачати, забезпечувати, надавати  
 supplies (n. *pl.*) – поставки

contract supplies – контрактні поставки  
supplier (n.) – постачальник  
supply (n.) – постачання  
**sustain** (v.) – підтримувати  
**tax** (n.) – податок  
indirect tax – опосередкований податок  
Value Added Tax – податок на додаткову вартість  
taxation (n.) – податковість  
**temporary** (adj.) – тимчасовий  
**tender** (v.) – тендер  
tender payment – тендерний платіж  
**tentative** (adj.) – пробний  
tentative prices/terms – спробні ціни/умови  
**term** (n.) – умова, порядок  
terms of payment/of delivery – умови платежу/доставки  
on favourable terms – на вигідних умовах  
**terminate** (v.) – подовжувати  
**time** (n.) – час  
from time to time – час від часу  
in time – вчасно  
on time – під час  
timely (adj.) – тимчасовий  
**trade (in sth) with sb** (v.) – торгувати  
trade (n.) – торгівля  
countertrade (n.) – зустрічна торгівля  
mutual trade – взаємна торгівля  
**transaction** (n.) – операція, угода  
(in)direct transaction – (не-)пряма угода  
make a transaction – скласти угоду, здійснити операцію  
**transfer sb/sth from sth** (v.) – передавати  
transfer one's rights to sb – передавати свої права  
transferable (adj.) – трансферабельний  
transferable letter of credit – трансферабельний акредитив

**turn to sb for sth** (v.) – звертатися до  
**turnover** (n.) – обіг  
sales turnover – обіг продажів  
**trouble** (n.) – клопіт, прикрість, заворушення  
trouble about sth (v.) – хвилюватися  
trouble-free (adj.) – надійний  
**undertake (undertook, undertaken)** (v.) – зобов'язуватися  
**up-to-date** (adj.) – сучасний  
**urge** (v.) – квапити, спонукати  
urgent (adj.) – терміновий  
urgently (adv.) – терміново  
**valid** (adj.) – чинний  
invalid (adj.) – не дійсний  
validity (n.) – чинність  
validity period – строк дії  
**value** (v.) – коштувати  
value (n.) – вартість, ціна  
cost value – цінова вартість  
total/partial value – загальна/часткова вартість  
**vehicle** (n.) – транспортний засіб  
**warehouse** (n.) – склад  
**warranty** (n.) – гарантія  
warranty period – гарантійний період  
**wholesale** (n.) – гурт  
wholesale trade – гуртова торгівля  
wholesaler (n.) – гуртовий продавець  
**withdraw (withdrew, withdrawn)** (v.) – відзивати, відхиляти  
withdraw payment/offer/goods – відзивати платіж/оферту/товар  
**withstand** (v.) – протистояти, витримувати  
**worldwide** (adj.) – всесвітній  
worldwide (adv.) – у всьому світі

## APPENDIX IV

### Скорочення та аббревіатури, прийняті у фаховій писемній комунікації

A/C, AC, ac, a/c, acct, C/A, ca	account current	поточний рахунок
abbr	abbreviation	аббревіатура
Abt	about	стосовно
ack, ackn	acknowledge(d)	підтверджую отримання (розписки)
addr.	address	адреса
admin	administration	адміністрація
adsd	addressed	адресовано
adse	addressee	адресат
ad (ads - pl.), advert	advertisement	рекламне оголошення
a.f.	as follows	як вказується надалі
Agcy	agency	агенція
AGM	Annual General Meeting	щорічні загальні збори
a.m.	1. above mentioned, 2. ante meridiem	1. вищевказаний, 2. до полудня
AMT	air mail transfer	переказ авіапоштою
Appx, App, app	appendix	додаток
arr	arrival	прибуття
asst	assistant	асистент
AST	Austrian shilling	австрійський шилінг
Attn, attn	attention	до уваги
AUD	Australian dollar	австралійський долар
av, avg	average	середній, у середньому
AV	ad valorem	за вартістю
Ave., Av.	avenue	авеню, проспект
AW	actual weight	дійсна вага, вага нетто
A/W, AWB	Air Waybill	авіавантажна накладна
BA	British Airways	Британські Авіалінії
B/A, BA, B.A., b/a, ba, b.a.	bank account	особистий банківський рахунок
b.c.c.	blind carbon copies	копії на копирці
bd	1. bound for, 2. bond	1. у напрямку до ( <i>про судно</i> ), 2. облігація
B/E, BE	Bill of Exchange	переказний вексель, тратта
BEF	Belgian franc	бельгійський франк
B/L, BL	Bill of Lading	коносамент
bldg	building	будинок, будівля
bn	billion	більйон
B/P, BP	bills payable	векселі до сплати
BT	berth terms	лінійні умови завантаження та відвантаження
c, ca	circa	приблизно
CAD	Canadian dollar	канадський долар
CAD, C.A.D.	cash against documents	гроші проти документів
CAN	Customs Assigned Number	номер митниці припису
Cat., cat.	catalogue	каталог
CC	1. cash credit, 2. common carrier	1. кредит готівкою, 2. агенція

c.c., cc	copies	транспортних послуг
CCC	Customs Clearance Certificate	копії
CEO	Chief Executive Officer	сертифікат митної очистки
CET	Central European Time	виконавчий директор
cf	Compare	центральний європейський час
CGT	Capital Gains Tax	порівняйте
CHF	Swiss franc	податок на придбання капіталу
CHGS, chgs	charges	швейцарський франк
C/N	consignment note	видатки
Co.	Company	товарна накладна
c/o	care of	компанія
C/O	1. Certificate of Origin, 2. cash with order	для (когось), до уваги
COD, C.O.D.	cash on delivery	1. сертифікат походження товару, 2. гроші під замовлення
CofC	Chamber of Commerce	сплата під час доставки
Cont, Contr.	Contract	Торгова Палата
Corp., Corpn	corporation	контракт
CP, C/P	Charter Party	корпорація
c.p., CP, C/P	carriage paid	чартер-партія
CST	Central Standard Time	перевезення сплачено
Ctr, ctr	control	центральний поясний час
cur, cy	1. currency, 2. current	контроль
CV	curriculum vitae	1. валюта, 2. поточний
CZK	Czech krona	коротка автобіографія
D/A	1. deposit account, 2. documents against acceptance	чеська крона
dbl	double	1. депозитний рахунок, 2. документи проти акцепту
DD	demand draft	подвійний, подвоєний
dd	1. dated, 2. delivered deposit	термінова тратта на пред'явника
dep., Dept.	department	1. датований, 2. доставлено
dest., destin.	destination	депозит, внесок
dft	draft	1. відділ, 2. міністерство
DG	Director General	місце призначення
dis., disc.	discount	тратта, переказний вексель
DKK	krona of Denmark	генеральний директор
DM, DEM	Deutschmark	знижка
D/N	debit note	датська крона
do	ditto	німецька марка
D/O	delivery order	дебіт-нота
doc., dct	document	теж саме
docs, dcts	documents	замовлення на доставку
doz., dz.	dozen	документ
D/P	documents against payment	документи
D.S.	document signed	дюжина (12 шт.)
EAON	except as otherwise noted	документи проти платежу
EC	European Community	документ підписано
EEC, E.E.C.	European Economic Community	якщо не вказано інакше
E&OE, E.&O.E.	errors and omissions are excepted	Європейська Спільнота
EFTA	European Free Trade Area	Європейська Економічна Спільнота
		помилки та пропущення виключено
		Європейська Зона Вільної Торгівлі

e.g.	exempli gratia	наприклад
EMU	European Monetary Union	Європейський Валютний Союз
Enc., Encl.	enclosure, enclosed	додаток, додається, вкладається
eq.	equivalent	еквівалентний
ESP, pta	Spanish peseta	іспанська песета
esp.	especially	особливо, головним чином
et al	at alii	та інші
etc.	etcetera	тощо
et seq.	et sequence; et sequentia	наступний; усі наступні
EU	European Union	Європейський Союз
EUR	EURO	євро
exc., excl.	except, excluding, exception, exclusion	виключаючи, за винятком, виняток
expn	expiration	закінчення ( <i>терміну</i> )
exps	expenses	видатки
F/Agent	forwarding agent	агент-перевізник
ff., fol., foll.	following	наступний
fig.	figure	1. цифра, 2. рисунок, схема
FIM	Finnish mark	фінська марка
FRF	French franc	французький франк
ft	foot, feet	фут (30,48 см), фути
FTC	Federal Trade Commission	Федеральна Торговельна Комісія
f.v.	folio verso	дивись на звороті
fwd	forward	відсилати, відправляти
FY	fiscal year	фінансовий рік
gds	goods	товари
genl	general	загальний
GBP	Great Britain pound	фунт Великої Британії
GM	General Manager	генеральний менеджер
GMT	Greenwich mean time	середній час за грінвічським меридіаном
GRD	Greek drachma	грецька драхма
gr. wt	gross weight	вага бруто
GSP	generalized system of preferences	генералізована система привілей
h.a.	hoc anno	за поточний рік
hdqs	headquarters	штаб-квартира
h.e.	hic est	тобто
hf	half	половина
hgt	height	висота
Hp, H.P., h.p., H/p	hire purchase	покупка на виплат
hr	hour	година
HUF	Hungarian forint	угорський форинт
IATA	International Air Transport Association	Міжнародна Авіатранспортна Асоціація
ib., ibid	ibidem	включаючи
i/c	in charge	відповідальний
ICP	inland clearance depot	внутрішній митний склад
id.	idem	той самий
i.e., ie	id est	тобто
IEP	Irish pound	ірландський фунт
IMF	International Monetary Fund	Міжнародний Валютний Фонд
incl., inc.	including	включаючи
ind.	index	індекс



ins	inches		дюйми ( <i>1 дюйм = 5,7 см</i> )
Int, intl	international		міжнародний
Inv., inv.	Invoice		рахунок-фактура
IOU	I owe you		розписка
ISK	krona of Iceland		ісландська крона
ISO	International Organization	Standards	Міжнародна організація стандартів вийшовший ( <i>до обігу</i> )
iss.	issued		італійська ліра
ITL, L	Italian lira		Міжнародний аеропорт ім. Дж.
JFK	John Fitzgerald ( <i>Airport</i> )	Kennedy	Кеннеді ( <i>США</i> )
jt	joint		спільний
l.a.	Letter of Advice		авізо, повідомлення
L/A	Letter of Authority		доручення
lb	libra		фунт ( <i>373,2 г</i> )
lb. av	pound avoirdupois		англійський торговий фунт ( <i>453,6 г</i> )
L/C, L.C	Letter of Credit		акредитив
Ltd, Ld	limited		з обмеженою відповідальністю
LOC	Letter of Commitment		гарантійний лист
m	million		мільйон
max	maximum		максимум
MBA	Master of Administration	Business	магістр економіки управління
Messrs	Messieurs		пани, панство
MD	Managing Director		головний директор
mdse	merchandise		крам
memo	memorandum		пам'ятна записка
mfr	manufacturer		виробник
misc	miscellaneous; miscellanea		різний; різне
MO, M.O.	mail order		замовлення поштою
MP	method of payment		спосіб платежу
M/P	mail payment		платіж поштою
Mr, Mr.	Mister		пан
Mrs, Mrs.	Missus, Mistress		пані ( <i>заміжня</i> )
Ms	Miss/Missus		пані ( <i>незаміжня або заміжня</i> )
MT, M.T.	1. mail transfer, 2. metric ton		1. поштовий переказ, 2. метрична тонна
MV	merchant (motor) vessel		торговельне моторне судно
N/A, n/a	1. not applicable, 2. not available		1. не приймається, 2. відсутній
NB	nota bene		важливе зауваження
nl	non licet		не дозволяється
NLG	goulden of the Netherlands		голландський гульден
No, No., no.	number		номер
NOK	Norwegian krona		норвезька крона
Nos	numbers		номери
n.s, NS, N.S.	not specified		не уточнено
NS	not sufficient		не має достатнього покриття
NSSN	National Standard Shipping Note		національна стандартна вантажна накладна
nt wt	net weight		вага нетто, чиста вага
O/D	on demand		за вимогою
o/l	our letter		( <i>посилаючись на</i> ) наш лист

OECD	Organization for Economic Cooperation and Development	Організація міжнародного співробітництва та розвитку
OPEC	Organization of Petroleum Exporting Countries	Організація країн-експортерів нафти
O/R	on request	за бажанням
ord.	order	замовлення
orig.	original	справжній, початковий
PA, P/A, P.A.	1. personal assistant, 2. power of attorney	1. особистий секретар, 2. доручення
p.a.	per annum	за рік
par., para	paragraph	абзац, пункт, параграф
PC	personal computer	персональний комп'ютер
p.c.	per cent	процент
P&L	profit and loss	1. прибутки та збитки, 2. хозрозрахунок
P/L, PL	partial loss	часткові збитки
PLC, Plc, plc	public limited company	відкрите акціонерне товариство з обмеженою відповідальністю
PLN	Polish zloty	польський злотий
PO, P.O.	post office	поштове відділення
POB, P.O.B.	Post Office Box	поштова скринька
POD, P.O.D.	payment on delivery	сплата після доставки
POE	port of entry	порт входу
p&p	postage and packing	поштові та пакувальні послуги
p.p., pp	pages	сторінки
pp, p.p., per pro	per procuracionem	від імені та за дорученням
PPP	prepaid payment	передплата
p.r.n.	pro re nata	відповідно до обставин, які виникають
prop., Pty	property	власність
PTE	Portuguese escudo	португальське ескудо
P.T.O.	please turn over	будь ласка, перегорніть
qlty	quality	якість
qn	question	питання
qt, qty	quantity	кількість
qv	quod vide	дивись ( <i>там-то</i> )
rct, rept	receipt	квитанція, розписка
R&D	research and development	науково-дослідні та експериментально-конструкторські роботи
Re, re	in re ( <i>Latin</i> ), regarding	за справою, стосовно
rec.	record	запис
Ref., ref.	reference	посилання, посилаючись
rep (reps - <i>pl.</i> )	representative	представник
RMS	root-mean-square	середньоквадратичний
Ro/Ro	roll-on/roll-off	поромні транспортні послуги
R/P	by return of post	звратною поштою
RUR	Russian rouble	російський рубль
SAD	Single Administrative Document	єдиний митний документ
SCP	Simplified Clearance Procedure	спрощена клірингова процедура
SD	special delivery	спеціальна доставка
SE, S.E.	Stock Exchange	фондова біржа
SEK	Swedish krona	шведська крона
SGD	dollar of Singapore	сінгапурський долар

shipt, shpt	shipment	відвантаження, відправлення
sig.	signature	підпис
SKK	Slovak krona	словацька крона
sq.	Square	квадратний
Sq.	Square	площа
Str., St	street	вулиця
SWIFT, S.W.I.F.T.	The Society for Worldwide Interbank Telecommunications	Всесвітня мережа міжбанків-ських телекомунікацій
TC	transport commission	транспортні комісійні платежі
tel.	telephone	телефон
ths	thousand	тисяча
tk	truck	вантажівка
T/L, TL	total loss	повні (загальні) збитки
tn, t	ton	тонна
trans, transp	transportation	транспортування
TRL	Turkish lira	турецька ліра
TS	top secret	надзвичайно секретно
TT	telegraphic transfer	телеграфний переказ
UAH	Ukrainian hryvna	українська гривня
UKL	United Kingdom libra	фунт Об'єднаного Королівства
UNO, UN	United Nations Organization	Організація Об'єднаних Націй
urgt	urgent	терміновий
USD	United States dollar	долар США
v., vs., vers.	versus	проти
val, VAL	value	вартість
VAT, V.A.T.	value-added tax	податок на додаткову вартість
VDU	visual display unit	монітор ( <i>комп'ютера</i> )
V.I.P.	very important person	дуже важлива особа
vol.	volume	об'єм
VP	Vice-President	віце-президент
v.s.	vide supra	дивись вище
v.v.	vice versa	навпаки
WA	with average	з урахуванням аварії
w.c.	without charge	безплатно
whs, whse	warehouse	товарний склад
whsle	wholesale	гуртовий, гуртова торгівля
w/o	without	без
W/B	waybill	вантажна накладна
WPA	with particular average	з урахуванням окремої аварії
WT	wireless telegraph	радіотелеграф
WWW, www	World Wide Web	Всесвітня комп'ютерна мережа
X	experimental	експериментальний
xpr	without privileges	без надання привілей
xr	without rights	без ( <i>придбання</i> ) прав
xw	without warranty	без гарантій
Y, JPY	yen, Japanese yen	японська ієна
yd	yard	ярд ( <i>91,44 см</i> )
&	and	і, та ( <i>сполучник</i> )
@	at ( <i>commercial</i> )	за, про, при, в ( <i>прийменник</i> )
#	number	номер

**Фахові скорочення умов платежу та постачання**  
*Quotations (Incoterms 2000)*

C&D	collected and delivered	прийнято та доставлено
CAF, c.a.f., CFR, C&F, C+F	cost and freight	вартість і фрахт
C/F, C/f, c/f, c.f.	carriage forward	перевезення сплачено отримувачем
Carr fwd.		
CIF, c.i.f.	cost, insurance and freight	вартість, страхування і фрахт
CIP, c.i.p.	carriage and insurance paid to ...	перевезення і страхування сплачено до ...
CPT, c.p., C/p	carriage paid to ...	перевезення сплачено до ...
DAF, d.a.f.	delivered at frontier	доставлено на кордон
DDP, d.d.p.	delivered duty paid	доставлено, мито сплачено
DDU, d.d.u.	delivered duty unpaid	доставлено, мито не сплачено
DEQ, d.e.q.	delivered ex quay	доставлено франко-причал
DES, d.e.s.	delivered ex ship	доставлено франко-судно
EXQ	ex quay	з пристані до місця призначення
EXS	ex ship	з судна до місця призначення
EXW	ex works, at the factory	франко-завод
FAS, f.a.s.	free alongside ship	франко впродовж борту судна
FCA, FRC	free carrier	франко-перевізник
FCP, f.c.p.	freight or carriage paid to ...	франко-місце призначення
FIB, f.i.b.	free into bunker	франко-бункер
FIO, F/O	free in and out	завантаження і відвантаження за рахунок фрахтівника
FIW	free into wagon	франко-вагон
FOB, f.o.b.	free on board	франко-борт судна
FOR, f.o.r.	free on rail	франко-вагон
FOT, f.o.t.	free on truck	франко-борт вантажівки
FP, f.p.	franko port	франко-порт
franko	free to the place named by the buyer	франко-місце призначення

## APPENDIX V

### Нормативна таблиця для відтворення українських власних назв засобами англійської мови

Номер	Укр. літери	Лат. літери	Примітки	Приклади застосування
1	А	A	–	Алушта – Alushta
2	Б	B	–	Борщагівка – Borschahivka
3	В	V	–	Вишгород – Vyshhorod
4	Г	H, gh	H – у більшості випадків, gh – при відтворенні сполуки -зг-	Гадяч – Hadiach; Яготин – Yahotyn; Згорани – Zghorany
5	Ґ	G	–	Ґалаган – Galagan
6	Д	D	–	Дон – Don
7	Е	E	–	Рівне – Rivne
8	Є	Ye, ie	Ye – на початку слова, ie – в інших позиціях	Єнакієве – Yenakieeve; Наєнко – Naienko
9	Ж	Zh	–	Житомир – Zhytomyr
10	З	Z	–	Закарпаття – Zakarpattia
11	И	Y	–	Медвин – Medvyn
12	І	I	–	Іршава – Irshava
13	Ї	Yi, i	Yi – на початку слова, i – в інших позиціях	Їжакевич – Yizhakevych Кадіївка – Kadiivka
14	Й	Y, i	Y – на початку слова, i – в інших позиціях	Йосипівка – Yosypivka; Стрий – Stryi
15	К	K	–	Київ – Kyiv
16	Л	L	–	Лебедин – Lebedyn
17	М	M	–	Миколаїв – Mykolaiv
18	Н	N	–	Ніжин – Nizhyn
19	О	O	–	Одеса – Odesa
20	П	P	–	Полтава – Poltava
21	Р	R	–	Ромни – Romny
22	С	S	–	Суми – Sumy
23	Т	T	–	Тетерів – Teteriv
24	У	U	–	Ужгород – Uzhhorod
25	Ф	F	–	Фастів – Fastiv
26	Х	Kh	–	Харків – Kharkiv
27	Ц	Ts	–	Біла Церква – Bila Tserkva
28	Ч	Ch	–	Чернівці – Chernivtsi
29	Ш	Sh	–	Шостка – Shostka
30	Щ	Sch	–	Гоща – Hoscha
31	Ь	'	див. коментар	Rus' – Русь; Львів – L'viv
32	Ю	Yu, iu	Yu – на початку слова, iu – в інших позиціях	Юрій – Yurii; Крюківка – Kriukivka
33	Я	Ya, ia	Ya – на початку слова, ia – в інших позиціях	Яготин – Yahotyn Ічня – Ichnia
34	' апостроф	'	див. коментар	Знам'янка – Znam'ianka; Стеф'юк – Stef'iuk

**Правила відтворення українських власних назв  
засобами англійської мови**

1. Відтворення українських власних назв засобами англійської мови відбувається з їх української форми, записаної відповідно до чинного правопису, без посередництва будь-якої іншої мови.
2. Відтворення українських власних назв засобами англійської мови відбувається шляхом транслітерації (політерного перезапису за допомогою англійського алфавіту). Міжмовні алфавітні відповідники подано в нормативній таблиці, коментар до якої наведено нижче.
3. Вимоги цих правил не обов'язкові для запису українських імен іноземних громадян.

*Коментар до нормативної таблиці*

У певних сферах відтворення українських власних назв спрощено варіант запису, що передбачає:

а) орфографічне спрощення громіздкого подвоєння приголосних ж, х, ц, ч, ш, які відтворюються буквосполученнями zh, kh, th, ch, sh, наприклад, Запоріжжя - Zaporizhia;

б) апостроф і знак м'якшення (за винятком буквосполучень -ьо, -ї, що завжди передаються - o -, - i -) в спрощеній транслітерації не відтворюються.

Приклади:

Українська форма: Львів, Ананьїв, Стеф'юк, Короп'є

Спрощена транслітерація: Lviv, Ananiv, Stefiuk, Koropie

Точна транслітерація: L'viv, Anan'iv, Stef'iuk, Korop'ie

*Цитується за:*

*Генеральна дирекція іноземних представництв інформус. – № 11 (79) 23.09.1996.  
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