

<<国际贸易结算>>

图书基本信息

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## <<国际贸易结算>>

### 内容概要

《国际贸易结算》介绍了有关国际贸易结算方面的基本理论、基本知识和基本技能，以及相关的国际贸易惯例和游戏规则。

本书以英文版的形式，全面而系统地介绍了国际经济贸易进出口中各种支付、债券和债务结算方式。

深入浅出地阐述了各种支付方式和基本理论，基本原理和操作技能。

此外，还运用大量的流程图简化了国际贸易的复杂运转程序，帮助读者对抽象问题的理解和记忆，并为今后从事进出口贸易工作的从业人员奠定了坚实的基础。

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## 章节摘录

Trade promissory notes are sometimes used in international trade, especially in capital goods trade, by which the amount due is very large and the payment effects in instalments. For example, under Forfaiting, the importer can issue a series of promissory notes with different tenors which should be guaranteed by his bank.

Upon receipt of the promissory notes the seller will sell them to the forfaiting bank for cash. All of the legal acts except for acceptance described in section of Bills of Exchange apply to promissory note. Promissory note itself can be considered as a guarantee made by the payer to effect payment. Therefore, legal acts will not be repeated here again.

4.6 Cheques A cheque is defined as an unconditional order in writing drawn on a bank signed by the drawer, requiring a bank to pay on demand a sum certain in money to the order of a named person or to the bearer. The meaning of the different parts of the definition are:

1) Unconditional: payment can not hinge on certain conditions being met.  
 2) Writing: it must be in writing, pen, biro, print, even pencil can be used although the latter is not recommended because details can easily be altered.  
 3) Signed: a cheque must be signed by the drawer who is the person paying out the money.  
 4) On demand: it is expected that the cheque will be paid as soon as it is presented to the other bank.  
 5) A sum certain: the amount of the cheque must be definitive, both in words and figures.  
 6) Named person or bearer: the cheque must be payable to someone or payable to "the bearer".

4.6-1 The Main Parties Involved in a Cheque Initially, there are three parties are involved in a cheque:

1) Drawer: the person who makes out the check.  
 2) Drawee: the person to whom the cheque is addressed, it must be a bank.  
 3) Payee: the person to whom the cheque is made payable.  
 A couple of important points have to be noted in the following:  
 a. The drawee of a cheque is always a bank;  
 b. Unlike a bill of exchange, there is no legal act of acceptance because a cheque is merely an instrument payable on demand or at sight. In other words, a cheque is never accepted by the bank on which it is drawn, more importantly, it means that a bank is never liable to the cheque holder if it does not yet pay it. The drawer remains the party holding primarily liable, and any endorsers are sureties for the drawer's payment.

4.6.2 Essential Elements of a Cheque Basically, there are five essential elements in a cheque. They are mentioned as follows:

1) Wording "cheque" or "check";  
 2) Detailed name of the drawee, i.e. the paying bank;  
 3) Name and signature of the drawer;  
 4) Date and place of issuance;  
 5) Currency and a certain amount.  
 Date of issuing a cheque is critical, used as the basis of calculating its validity. A cheque should be presented within its validity, otherwise it is null and void. It, however, does not mean that the payment obligation to the drawer is cancelled. Period of validity set by Geneva Uniform Law is 8 days from the issuing date in a nation, 20 days in a continent, and 70 days beyond a continent; the period set by the British Act is not clearly defined, but within a reasonable time, Laws of People's Republic of China on Negotiable Instruments specifies: "cheque holder should present for payment within 10 days from the issuing date."

4.6.3 Classification of Cheques 1) Crossing cheque and non-

crossing cheque Some cheques bear two bold parallel lines across their face. This is the crossing, which implicates that the payee can collect the cheque proceeds only through a bank institution.

Called collecting bank rather than ask for payment in cash directly on counter of the drawee bank, in contrast, an uncrossed cheque namely, open cheque, does not have to be paid through a bank account, payment can be made over the counter, i.e. in cash. Thus a person finding or even stealing an uncrossed cheque would be able to obtain payment over the counter at the drawee bank provided that person had reasonable identification as the payee and provided that the payee was not personally known to the bank.

(Such a person, getting crossed cheque fraudulently and attempting to obtain the proceeds under this cheque, has to have one reason or can persuade someone else with a bank account to pay in the cheque and to make suitable endorsement.) The bank should let a bank to collect that cheque. No

doubt , it makes considerably more difficult and risky , because the applying of a crossing increases the time available for discovering the fraudulent activity and gives the drawer more time to stop payment of any stolen cheque . Furthermore , even if payment has been made before loss or fraud is discovered . it can almost always be recovered from the person , that is the issuer himself for his success— since , for whom it collected since that person would have to have an account at the collecting bank .

## &lt;&lt;国际贸易结算&gt;&gt;

## 媒体关注与评论

自中国加入WTO以来,国外著名跨国集团公司、金融机构、工商企业纷纷抢滩中国市场,在中国设立分支机构、分公司及合资企业,引发了新一轮对高素质复合型外经贸人才的需求:要求他们具备良好的英语听、说、读、写、译及对外交流、沟通的能力,同时熟知外经贸专业知识及国际贸易惯例。

所有这些对高等院校在人才培养方面提供了新的挑战。

如何充分利用现有教育资源,培养大批社会急需的复合型外经贸人才是我们所面临的重大研究课题。

目前,许多高等院校关于如何利用翻译技巧,准确处理商务资料,处理不同信息,进行商务谈判的书籍较少;从文化的角度向读者介绍商务沟通技巧,不同民族商务活动的差异、作用、影响等的实用书籍也不多;此外,随着现代商务活动国际化程度的不断提高,目前全国从事商务领域活动,包括财贸、金融、商务、经济、法律、外交等部门的专业人员和从业人员也越来越多,阅此,综合目前的形势,为满足广大教师、学生、从业人员的需要,我们有责任为其提供一套全方位的、综合性强的现代商务英语丛书。

张立玉院长主编的《现代实用商务英语丛书》在此做厂成功的尝试。

本套丛书分为八分册:《商务跨文化交际》、《商务英语英汉门译》、《商务英语选读》、《旧际商务英语初级口语》、《国际贸易结算》、《国际贸易进出口实务》、《国际市场营销技术》、《商务合同写作及翻译》。

本套丛书的内容涵盖了当今国际商务最新观点,最新动态真。

它可以满足读者所需要了解的在全球背景下商务活动的最新进展状况,并提供和帮助读者做好准备迎接新世纪国际商务业态的新挑战。

本丛书的作者均在高等学校、研究单位或公司工作,具有丰富的教学、研究和实践经验,其中有的同志在商贸界享有盛名,颇有建树,且编著过相关书籍。

在编著该套丛书过程中,作者花了近两年的时间做了大量的市场调查和案头工作,力求使理论性、实用性、可读性有机结合。

改套丛书内容新颖、概念清晰,理论性和实用性强,通俗易懂、层次分明,其读者对象虽定位于高等学校商贸英语专业的学生,但对于外贸易工作人员、商务管理人员、外企文员等,也大有裨益。相信该套丛书的出版,定会受到读者的欢迎。

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