



UNIVERSIDAD NACIONAL DE CÓRDOBA

FACULTAD DE LENGUAS



# ***TRANSLATION AND FOREIGN TRADE***

## ***Manual Track III***



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# Translation and Foreign Trade

## *Manual Track III*



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## **INTRODUCTION**

This coursebook is intended to be used in the Commercial Translation Course at the Facultad de Lenguas, Universidad Nacional de Córdoba, to furnish students with practice materials and theoretical considerations necessary for the development of their translation competence. Following a functionalist and socioconstructivist approach to translation training, the activities have been designed to help undergraduate translation students acquire integrated and meaningful practice of the main stages of the translation process, with a focus on documents used in foreign trade transactions. The translation assignments include extralinguistic, terminological, strategic, and collaborative learning practice in the specialized field of foreign trade. Thus, students are encouraged to carry out research, share opinions and negotiate ideas to expand their knowledge of the field.

This coursebook is organized in a series of Task Sheets with progressive terminological and translation practice that guides students through the stages of the translation process. It includes translation assignments about business correspondence, various payment documents used in foreign trade translations and contracts for the international sales of goods. A self-assessment sheet is provided to encourage learners' reflection and autonomy.

The tasks and materials in this coursebook should be complemented with the other exercises available in the online course package.

We hope these activities will help students acquire a more autonomous, critical and strategic approach to specialized translation.

*The authors*

## **The Role of the Translator in International Trade Communications**

One of the spheres in which many in-house translators and sworn translators work is the area of foreign trade. Translation work in this specialized field usually focuses on two main genres. One covers the translation of letters, a topic which has already been introduced in this course, and which will be reviewed in this unit. This requires translators to seek the best functional equivalent, and consequently use the correct set phrases characteristic of this type of discourse. Register is also significant, more specifically in relation to the different degrees of formality. This will affect the translator's choice of terminology and sentence style. As you will see, some of the letters are not written in a correct format, and may contain some mistakes in language use, but this is something to be expected. Irrespective of the original, your translation should be a quality translation.

The other genre involves all the documents used in foreign trade transactions. These documents usually have a standard format, and therefore, have quite direct functional equivalents both in English and in Spanish. So, again, the use of parallel texts can help determine the most adequate choices for each situation. They also include the use of legalese, with all the characteristics of this discourse, which have also been already dealt with in this course. It is also important to understand clearly who is issuing each document (buyer, seller or a third party) and to whom it is addressed, and the obligations each one has so that the message is transmitted without distortions in the target language.

### **The Foreign Trade Process**

International Trade has an increasing role in today's business world. The complexity of the sales of goods from country to country varies depending mainly on the characteristics of the company and the sales figures involved in the transaction. They may involve the drawing up of a contract, or the transaction may simply be carried out through letters and commercial papers.

In general, documents will always mention the following particulars:

- A description of the goods (quantity and quality)

- A description of packing and marking
- The mode of transport
- Delivery terms
- Reference to an Incoterm
- Price
- Currency of settlement
- Mode of payment

But, how does this process begin, and where do the different documents fit? In very simple terms, the basic foreign trade process begins the moment a buyer decides to purchase some goods abroad from a seller. It usually starts with an enquiry by the buyer (or if the process is more formal a request for quotation), followed by an offer by the seller (or a quotation if the process is more formal); the order is placed by the buyer (sometimes a purchase order is required), and it may be confirmed by the seller. When the goods are ready, the order is fulfilled, an invoice is issued and the merchandise is delivered by the seller under the conditions agreed by the parties. Finally, payment is made by the buyer according to the payment terms established in the commercial invoice or contract of sale.





## Understanding Incoterms



Incoterms are commonly used in international trade documents. The word “Incoterms” is short for International Commercial Terms. They arose as a result of the need to standardize the obligations of sellers and buyers in a given transaction in matters related to risks, costs, and documents. Incoterms® is a trade mark of the ICC (International Chamber of Commerce). Incoterms are internationally recognized rules (standards) for the most common commercial terms in international and domestic contracts for the sale of goods. These rules have been developed and maintained by experts and practitioners brought together by ICC.<sup>1</sup>

Incoterms rules have become the standard in international business rules setting. Each rule specifies the obligations of each party (e.g. who is responsible for insurance of the goods, transportation costs, import and export clearance, etc.) and the point (place) where risk is transferred from the seller to the buyer.

The significance of these rules is presented in a video by Christoph M. Radtke of the ICC. Watch the video: Incoterms® 2010 Christoph M Radtke, available at <https://www.youtube.com/watch?v=a1Y0cSRX0do> and answer the questions that follow.

- 1. What are the Incoterms rules used for?**
- 2. Why does Christoph say that Incoterms facilitate international sale contracts?**
- 3. What do Incoterms reflect?**
- 4. Refer to the most fundamental changes in the revised version of Incoterms.**

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<sup>1</sup> ICC, Incoterms® Rules, Retrieved from <https://iccwbo.org/resources-for-business/incoterms-rules/>

The Incoterms rules can be divided into two main groups.

Sea and inland waterway transport	Sea and inland waterway transport
<p><b>EXW: Ex Works</b></p> <p><b>FCA: Free Carrier</b></p> <p><b>CPT: Carriage Paid to</b></p> <p><b>CIP: Carriage &amp; Insurance Paid to</b></p> <p><b>DAT: Delivered at Terminal</b></p> <p><b>DAP: Delivered at Place</b></p> <p><b>DDP: Delivered Duty Paid</b></p>	<p><b>FAS: Free alongside Ship</b></p> <p><b>FOB: Free on Board</b></p> <p><b>CFR: Cost &amp; Freight</b></p> <p><b>CIF: Cost, Insurance &amp; Freight</b></p>

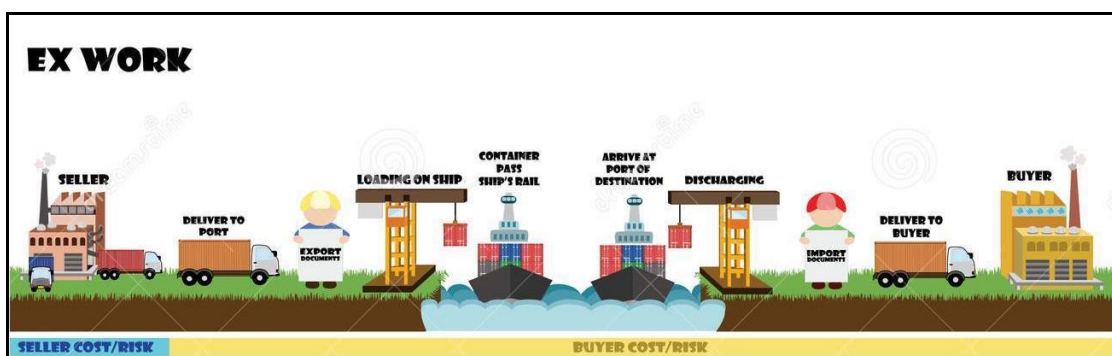
Another useful way of classifying these rules is by understanding the responsibilities of each party:

- Who is responsible for the main carriage –the buyer or the seller?
- If the seller is responsible for the main carriage, where does the risk pass from the seller to the buyer –before the main carriage, or after it?

By answering these questions, we can classify the Incoterms into 4 main groups.

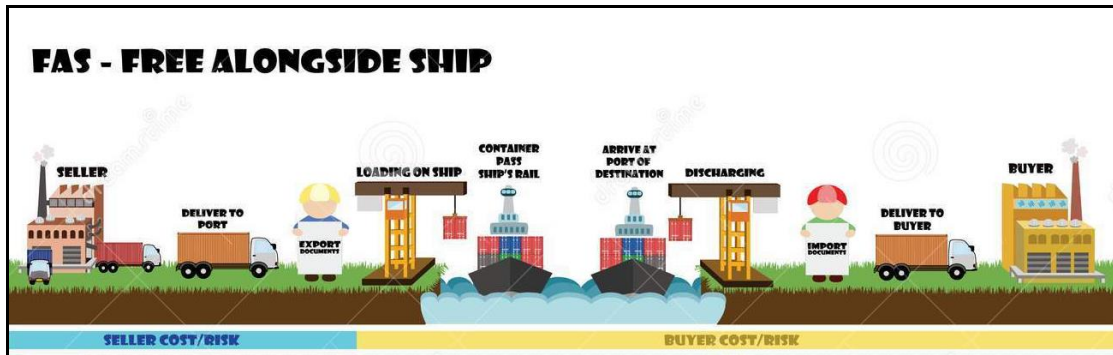
**Group 1. The buyer is responsible for all carriage: EXW ('Ex works', 'En fábrica')**

As it is illustrated in the following picture, EXW means that the seller makes the goods available to be collected at their premises and the buyer is responsible for all other risks, transportation costs, taxes and duties from that point onwards. This term is commonly used when quoting a price. For example, 'EXW Buenos Aires' means that the goods are being picked up by the buyer from the seller's premises in Buenos Aires.



**Group 2. The buyer arranges main carriage: FAS, FOB, FCA.**

Being responsible for the main carriage means that the seller gives the goods, cleared for export, to the buyer's carrier at a specified place. The buyer is then responsible for getting the goods transported to the specified place of final delivery. The terms in this group are commonly used for containers travelling by more than one mode of transport. Let's see how this is illustrated in the following picture.

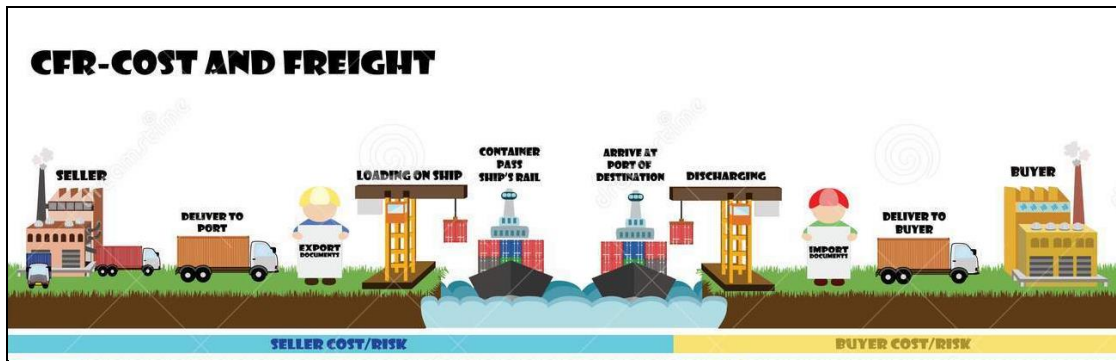


**Group 3. The seller arranges main carriage, risk passes after main carriage: DAT, DAP, DDP.**

According to these terms, the seller is responsible for delivering the goods to the named destination in the buyer's country, including all costs involved. This is the opposite of Group 1 (EXW).

**Group 4. The seller arranges main carriage, but risk passes before main carriage: CFR, CIF, CPT, CIP.**

The terms in this group mean that the seller must pay the costs of bringing the goods to the specified port. The seller also pays for insurance. As the picture shows, the buyer is responsible for risks when the goods are loaded onto the ship.



### Additional Resources

There are plenty of online resources you may see on this topic. Here follows one in Spanish, which may be helpful to expand your knowledge on Incoterms and to learn specific terminology:

*Incoterms®. El lenguaje común del comercio internacional*, retrieved from <https://www.youtube.com/watch?v=plpyWJhNP08>

A final word on Incoterms. The Incoterms were reviewed in 2020, and new changes were introduced in the responsibilities of buyers and sellers. In Argentina, there was an official presentation of the Incoterms 2020 made at the Argentine Chamber of Commerce (*Conferencia Magistral Incoterms 2020 – Cámara Argentina de Comercio y Servicios*, available at <https://www.youtube.com/watch?v=ga0KYPFJUXI>) which may help you to further understand their significance.

Remember that these rules are reviewed periodically, and some changes may be expected in the future. So, if this is your field of specialization, do not forget to visit the ICC web site regularly at: <https://iccwbo.org/resources-for-business/incoterms-rules/>.

**Task Sheet 1**  
**Building your Knowledge Base**

A close look at the Incoterms in the suggested websites constitutes an excellent resource to start building your knowledge on commercial transactions. By looking at these terms in English and Spanish, it is possible to learn how the different processes are expressed, such as the different responsibilities involved, the party responsible for payment, matters related to insurance or customs, among others. We invite you to explore the Incoterms and to complete the table below with the corresponding phraseology (including terminological units and collocations) under the topics suggested. You can then enlarge this table with your own suggestions.

<b>Topic</b>	<b>English</b>	<b>Spanish Equivalent</b>
<b>Phrases indicating payment</b>	<b>1.</b> <b>2...</b>	<b>1.</b> <b>2....</b>
<b>Collocations with prepositions to indicate movement or placement of goods</b>	<b>1.</b> <b>2....</b>	<b>1.</b> <b>2....</b>
<b>Phrases indicating responsibility or obligations, and transfer thereof</b>	<b>1.</b> <b>2....</b>	<b>1.</b> <b>2....</b>

## **The Role of Correspondence in Foreign Trade**

Business correspondence has evolved throughout the years mainly due to the changes in technology. The use of fax, which was so common not so long ago, has been replaced almost completely by the use of electronic mail. Although the idiomatic expressions and set phrases may have changed, the spirit of the letters and the formality expected in different situations remain unchanged. Whenever we are writing or translating letters, we should remember that they are a reflection of the company; therefore, they should be carefully written, translated and reviewed. If letters are adequately written, they will transmit the message clearly, there will be no misunderstanding among the parties involved, and business transactions will prosper.

The translation of business correspondence should begin, as with other types of specialized texts, with a careful pre-translation analysis. There are many translation worksheets that may be used. We suggest adding some aspects related to foreign trade:

- Parties (seller, buyer, third party) involved in the correspondence (who sends it, and to whom it is sent): this is important to avoid distortions related to each party's responsibility;
- Purpose and topic of the letter (to make an offer, to buy a product, to inquire about a specific aspect, etc.): this is important in setting the tone of the letter (if the writer wants to remain distant or close to the reader), and it will influence the choice of equivalents;
- Text type according to the language function (informative, argumentative, etc.);
- Register (formal, standard, colloquial): this together with the previously mentioned aspects will give you a clear view of the style and terminology to be used in the target text;
- Part of the foreign trade process involved (see page 6 above) and name of the document, as it will be explained below: by knowing and understanding the documents, the parties, and the stage in the process, translation becomes more efficient and effective, and a more accurate translation is insured.

We will now see a brief introduction to the most common types of letters involved in foreign trade. As you read them, try to identify the aspects mentioned above, and the terminology and phraseology you may consider significant.

## **Enquiries and Requests for Quotation**

An inquiry (or enquiry) is sent to request samples, catalogues, Price lists, information about the availability of some goods, delivery times and payment terms. It is issued by the potential buyer. Here follows a simple example:

De nuestra consideración:

Somos una empresa importadora encargada de abastecer a las cadenas de muebles de nuestro país. Vimos una muestra de sus productos en la Feria Internacional de Helsinki y estamos analizando la posibilidad de importar sus artículos para satisfacer las necesidades de nuestros clientes.

Sírvanse enviarnos un catálogo de sus productos junto a la lista de precios al por mayor. Les solicitamos nos indiquen las cantidades mínimos por pedido y toda otra información que consideren necesaria. Quisiéramos además que nos especifique sus precios más bajos y fecha de entrega más pronta.

Rogamos nos envíen un presupuesto a la brevedad posible ya que debemos enviarlo a nuestra casa central antes de fin de mes.

Sin otro particular, saludamos a ustedes muy atentamente.

25 November 20..

Soltis Jeans Ltd  
100 East Sunday Boulevard  
Birmingham  
United Kingdom

Dear Sirs

We are a newly established firm specializing in the supply of all kinds of casual clothes. As we are currently in the process of acquiring stock for the coming fall season, we would be grateful if you would send a catalogue of your full range of products.

Would you also indicate how much time should we allow for delivery and include details of your export prices (including export packing) and any quantity discount available. We would need your response by March 30th, at the latest. If your products are adequate for our needs and delivery is prompt, we believe your firm can acquire a significant share of our market in the future.

Yours faithfully,  
Stella Peterson, Assistant Manager

Other common expressions often encountered in this type of letters are the following. Try to provide an adequate equivalent.

1. Our company is engaged in the manufacture of...
2. We have heard about your products...
3. We were advised by our business associates that you can supply...
4. We see from your advertisement that...
5. We were impressed by the quality of the machine-tools that were displayed in...
6. Tenemos entendido que Uds. exportan la mercadería que se detalla a continuación.

A **request for quotation (RFQ)** or **request for quote** is a more formal document in which a prospective buyer invites several potential suppliers to make an offer for the sale of products or services. It usually includes detail information requested on specific aspects that must be followed when sending the ensuing quotation, among them:

- Delivery terms (including Incoterms), latest expected delivery time, and delivery address
- Mode of transport
- Packing requirements
- Information on taxes and insurance
- Deadline for submission of quotations
- Specifications on payment terms
- After-Sale service
- Period of validity of quotes
- Documents to be included
- Deadline for the submission of quotations.

Many large companies, private and public institutions and international organizations are required by law to enter into different bidding processes where these documents are often translated into different language to ensure the transparency of the procurement process. We invite you to explore some examples of those documents in the Web. You may, for example, visit the UNDP site for procurement notices at



<https://carwad.net/sites/default/files/think-cliparts-116238-843222.jpg>, and you will find documents both in English and in Spanish, such as the ones we suggest here at [http://procurement-notices.undp.org/view\\_file.cfm?doc\\_id=172685](http://procurement-notices.undp.org/view_file.cfm?doc_id=172685), in English, and at [http://procurement-notices.undp.org/view\\_file.cfm?doc\\_id=140049](http://procurement-notices.undp.org/view_file.cfm?doc_id=140049), in Spanish. Though the comparison of documents from international organizations is always useful, remember to keep an open but inquisitive mind and determine if they are error free. In some cases, you may have to adapt those translations to a different audience, or you may even improve the equivalent that was given.

## Task Sheet 2

### Critical Thinking: Working with Parallel Texts



The sentences below have been extracted from the UNDP Request for Quotation indicated above at [http://procurement-notices.undp.org/view\\_file.cfm?doc\\_id=172685](http://procurement-notices.undp.org/view_file.cfm?doc_id=172685). Try to find the equivalent in the Spanish Request for Quotation suggested above at [http://procurement-notices.undp.org/view\\_file.cfm?doc\\_id=140049](http://procurement-notices.undp.org/view_file.cfm?doc_id=140049), and make comments on the translation. Would you introduce any changes if the target text were for an Argentine readership? Do you have any other suggested equivalent? How would that improve the original target text? Do you have any comments as regards punctuation and capitalization?

1. Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.
2. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected.
3. Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.
4. Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>
5. Thank you and we look forward to receiving your quotation.

## **Quotations and Offers**

The *BusinessDictionary* defines a quotation as “a formal statement or promise (submitted in response to a request for quotation) by potential supplier to supply the goods or services required by a buyer, at specified prices, and within a specified period” (Source: <http://www.businessdictionary.com/definition/quotation.html> ). Quotations are sent on demand, and the quantity of information included will depend on the sales strategy of the seller. They are usually accompanied by catalogues, brochures and/or some samples. It will usually include the quoted prices, and delivery terms. It also includes payment terms and currency of payment.

An offer is not necessarily as formal as a quotation, but it usually includes the same information. Sometimes offers are sent without a previous enquiry to draw the attention of customers to a special range of products. Here follow some examples of offers and quotations, some well written, while others will have some mistakes in grammar and in style, something which often happens with these documents. First, we will see some examples of offers written in response to an enquiry. Try to identify the buyer and seller, and see if an Incoterm is included:

De nuestra consideración:

En respuesta a vuestra carta del 20 de mayo, nos es grato remitirles nuestro catálogo y lista de precios de computadoras personales. Tenemos existencias de todos los modelos.

Quedamos a la espera de vuestro pedido que estamos seguro podrá satisfacer vuestras expectativas.

Saludamos a Uds. muy atentamente.

**Task Sheet 3**  
**Critical Thinking: A Question of Style**



Can the style of the letters below be improved? Can you introduce some changes so that they flow more naturally? Try to maintain a neutral style.

Dear Mr Lowpez

Thanks to recieve your fax dated 12th Dec.

We can ship 6 items in one container

From the items you have mentioned in your fax yesterday, we can supply the following 6 items in on 40' container with the quantity as follows:

...

Delivery: Since there is Chinese New Year by the end of January (Holiday period long, factory can't have normal production speed for about 15 days). So, if you confirm the order now, the shipment will be by the end of February, 1999.

I am sorry that I cannot shorten the production period this time.

If you agree the above and confirm the order, we will arrange the above samples to send you as soon as the production material arrive within 25 days.

Looking forward to your soonest reply.

Thanks and Regards.

Muy señor nuestro y amigo:

Gracias por vuestra atenta carta del 20 del presente mes y por vuestro apreciado interés en nuestros productos.

Me da mucho placer adjuntarle a la presente nuestro catálogo y toda la información que ustedes crean conveniente para vuestro posterior análisis y de esta forma poder establecer una relación comercial y que sea duradera. Será un placer servirles.

Sin más por el momento se despide su obsecuente servidor y amigo,

## **Orders and Confirmation**

If the buyer is satisfied with the quotation sent by one of the prospective suppliers, the buyer will probably place an order, which will include a cover letter, plus the order form, and he will request the supplier to acknowledge its receipt. By sending the order, the buyer indicates that he agrees to the terms of the quotations. This is sometimes followed by a confirmation letter, which summarizes the agreement reached between the parties. Let's see some examples of an order:

Dear Sirs,

We acknowledge receipt of your letter dated June 5<sup>th</sup> enclosing a catalog. We have decided to place a trial order for a dozen of your DL model for 50,000 (Say fifty thousand euros only). We are enclosing our official Purchase Order Form No. 3223; the number must be quoted on all correspondence.

Prices: The above prices, as per your quotation, are subject to no future change; they are quoted CIF, and export packing is included.

Payment: Against a confirmed, irrevocable letter of credit

Delivery: 2 months from opening of the L/C.

We would be grateful if you could send us some leaflets of this model to assist us with the sales. We look forward to receiving your confirmation.

Yours sincerely,

Apreciado señor Domínguez:

Sírvase enviarnos por correo aéreo los siguientes artículos, escogidos de su folleto:

10 cajas de DVD's .....c/u US\$ 72.00

Le agradecemos enviarnos estos artículos antes del 5 de diciembre ya que nuestra existencia de esta mercadería está agotada desde noviembre.

Le enviamos el cheque No. 4560 por valor del 50% de la mercadería y una letra a 45 días por el saldo.

Esperamos sus noticias. Saludamos a ustedes atentamente,

**Task Sheet 4**  
**Text Analysis and Translation of Enquiries and RFQ**

Let us begin to apply what we have seen so far.

A. Read the letters below and complete the following information:

- Parties (seller, buyer, third party) involved
- Purpose and topic of the letter
- Text type according to the language function
- Register
- Part of the foreign trade process involved and name of the document

B. Determine if any of the following information is included in the letters below.

- Delivery terms (including Incoterms), latest expected delivery time, and delivery address
- Mode of transport
- Packing requirements
- Information on taxes and insurance
- Deadline for submission of quotations
- Specifications on payment terms
- After-Sale service
- Period of validity of quotes
- Documents to be included
- Deadline for the submission of quotations

C. Translate these letters into US English.

**Text 1**

De nuestra mayor consideración:

Nos es grato dirigirnos a usted a fin de solicitarle la presentación de una cotización para la adquisición de trece mil quinientas (13.500) unidades, de acuerdo a lo solicitado en las especificaciones técnicas adjuntas a la presente, tal como se detalla en el Anexo 1. La cotización deberá entregarse por correo postal certificado, a más tardar el 11 de Julio de 2013 a las 3:00 p.m., en la Avenida 82 No. 10 - 62 Piso 3 de la ciudad de Buenos Aires. La cotización se regirá conforme a las siguientes condiciones:

Condiciones de entrega: FAS. Deberán embalsarse los productos adecuadamente para su transporte marítimo.

Tiempo de mantenimiento de la cotización: 30 días calendario contados a partir de la emisión de la orden de compra. Esta oferta podrá ser aceptada en cualquier momento antes del término de dicho período.

Moneda de cotización: dólares estadounidenses. Los precios deberán incluir el IVA que asciende al 21%, y otros impuestos aplicables.

Una vez cumplidas las condiciones de entrega, y salvo disposición en contrario en la presente orden de compra, se realizará el pago en un plazo de 30 días a contar de la fecha de recepción de la factura del Proveedor. En dicha factura se consignará el número de identificación dado.

Quedamos a la espera de su pronta respuesta.

Atentamente

Carres Tow

## **Text 2**

De nuestra mayor consideración:

Nuestra firma se encuentra en proceso de búsqueda de proveedores con el fin de actualizar y renovar el equipamiento de red de nuestra infraestructura. Por tal motivo, nos es grato solicitarle la presentación de una cotización para los productos que se detallan a continuación.

Concepto: Computadoras

Cantidad: 1250 (mil doscientos cincuenta)

Su cotización deberá ser presentada hasta el día treinta del mes siguiente de la fecha de la presente en nuestra sede central: Avenida Los Pinos 235, Bs As. No se tomarán en consideración las cotizaciones que se reciban después del plazo indicado.

A menos que se acuerde lo contrario por escrito, el comprador abonará en moneda nacional los precios vigentes a la fecha del envío realizado por el vendedor. En el momento de la adjudicación de la orden de compra, no se aceptarán cambios en el precio unitario ni en los términos y condiciones de la operación. Todos los precios son FAS en el punto de origen. Los gastos del flete marítimo corren por cuenta del comprador.

**Notificación de entrega:** El vendedor comunicará el arribo de la mercadería al comprador, quien retirará el envío una vez cancelado el importe total dentro de los veinte (20) días de dicha notificación.

Toda orden de compra de los productos incluidos en esta cotización estará sujeta a los términos y condiciones de OficeLux, SRL, que se adjuntan a la presente.

Sin otro particular y a la espera de sus prontas noticias nos despedimos de Ud. atentamente.

*Ramiro García*

Departamento de Compras y Suministros  
OficeLux, SRL

**Task Sheet 5**

**Finding Equivalence: Set Phrases and Common Expressions in Foreign Trade**

Now, we will focus on some common language expressions frequently used in business correspondence about foreign trade transactions. The purpose of these activities is to help you become familiar with set phrases and terminology used in both languages so that you can use the appropriate register in your translations. Try to apply the strategies seen above when looking for the correct equivalence

A. Translate the following set phrases and common expressions used in foreign trade correspondence. Be ready to share your translations with the class. You may also find other alternatives as you listen to your classmates' versions.

**REQUEST FOR INFORMATION**

1. Agradecemos nos envíen información completa de...

---

---

2. Les ruego me informen si tienen en existencia...

---

---

**SHIPPING AND DELIVERY**

3. Solicitamos nos coticen la mercadería CFR Rosario.

---

---

**SAMPLES AND CATALOGUES**

4. Could you send us several samples of your products?

---

---

**SUPPLIES**

5. We only have limited quantities available.

---

---

6. We are prepared to meet the requirements of ...

---

---

7. Our agent informed us that you have expressed interest in...

---

---

8. Our stock has run out.

---

---

9. Our minimum order quantity ...

---

---

10. We thoroughly test our products to ensure the highest quality of goods.

---

---

11. Our hardware carries a two-year guarantee.

---

---

12. We thank you for your enquiry dated...

---

---

13. Nos complace enviarles la cotización adjunta.

---

---

14. Nuestras condiciones generales de venta son las siguientes:

---

---

15. On condition that you make a purchase in large quantities.

---

---



16. Reemplazamos las partes defectuosas sin cargo si se debe a defectos en los materiales o en la fabricación.

---

---

PRICES AND PAYMENT TERMS

17. El precio minorista de estos productos es de...

---

---

18. We have quoted our retail prices.

---

---

19. We can offer a trade discount of ...%

---

---

20. You will be billed at the prices current at the time of shipment.

---

---

21. After 30 days, the company reserves the right to alter these prices.

---

---

22. The net price is US\$ 150, less 10% discount for quantities over 100.

---

---

23. Los precios indicados no incluyen descuento por pago en efectivo.

---

---

24. Nuestros precios tendrán vigencia hasta fin de mes.

---

---

25. This offer is firm subject to the receipt of your order by May 15.

---

---

ORDERS

26. We would like to place a standing order with you.

---

---

27. If you can fulfill the order by April 1.

---

---

28. We are forced to cancel our order.

---

---

29. The order will be postponed until further notice.

---

---

**B. Match each phrase with the suitable equivalent on the other column.**

- |                               |  |
|-------------------------------|--|
| 1. Alongside the ship         | a. Salvo acuerdo en contrario              |
| 2. Clear the goods for export | b. Estación de despacho                    |
| 3. Lighters                   | c. Al costado del buque                    |
| 4. Bill of lading             | d. Debidamente endosado                    |
| 5. Port of shipment           | e. Conocimiento de embarque                |
| 6. Duly endorsed              | f. Gastos de estiba                        |
| 7. Unless otherwise agreed    | g. Derechos aduaneros e impuestos          |
| 8. Duties and taxes           | h. Despache la mercadería para exportación |
| 9. Stowing charges            | i. Puerto de embarque                      |
| 10. Evidence of conformity    | j. Barcazas                                |
| 11. Dispatching station       | k. Prueba de conformidad                   |

**Task Sheet 6**  
**Text Analysis and Translation of Quotations**

A. Analyze the quotations included below and complete the information requested.

- Indicate the parties to the document and the purpose and topic of this letter
- Determine the text type according to the language function and its register
- Identify the Incoterms used and explain what they mean
- Indicate what helps you determine that the document is a quotation
- Provide the equivalents for the following phrases (which correspond to information usually included in a quotation), and identify whether the information is included in these quotations:

- 1 Fecha de emisión.
- 2 Nombre y domicilio de la firma a quien se cotiza.
- 3 Designación del producto.
- 4 Precio unitario.
- 5 Moneda en que se cotiza.
- 6 Condiciones de entrega, puerto de embarque.
- 7 Forma y plazo de pago.
- 8 Por cuenta de qué parte serán gastos tales como consulares, certificaciones, etc.
- 9 Condiciones, si las hubiere, sujetas a confirmación.
- 10 Tiempo de mantenimiento de la oferta.

B. Translate the Spanish texts into US English, and the English texts into Argentine Spanish.

### **TEXT 1**

De nuestra mayor consideración:

Tenemos el agrado de dirigirnos a usted a fin de presentarles nuestra cotización conforme a lo solicitado.

Concepto: 200 baterías

Precio unitario: US\$ 1,250 (mil doscientos cincuenta dólares estadounidenses)

Forma de pago: Carta de Crédito

**Precio.** Con la aceptación de esta Cotización y/o la emisión por parte del Cliente de una Orden de Compra conforme a esta Cotización, el Cliente acuerda que salvo que SunText y el Cliente acuerden lo contrario por escrito, los precios a pagar por los productos (los "Precios") serán los establecidos en esta Cotización o, en caso de que en esta cotización no se estipulen dichos precios, en los catálogos de precios de SunText vigentes a la fecha de dicha Orden de Compra. Los precios son CFR Texas. SunText asume los costos de transporte de los productos hasta el puerto de destino. También se incluyen en el precio indicado los impuestos, derechos aduaneros y aranceles conforme a las disposiciones legales vigentes. El precio consignado incluye embalaje de exportación, a menos que se acuerde lo contrario por escrito.

Salvo que las partes acuerden lo contrario por escrito, la presente Cotización estará vigente durante sesenta (60) días corridos desde la fecha de esta Cotización.

Sin otro particular y a la espera de sus prontas noticias nos despedimos de Ud. atentamente.

### **TEXT 2**

De nuestra consideración:

Por medio de la presente nos es grato enviarle nuestra cotización en respuesta a lo solicitado.

#### **Detalle de los productos**

<b>Artículo</b>	<b>Cant.</b>	<b>Descripción</b>	<b>Precio Unitario</b>	<b>Tot. Cot.</b>
AG304	20	Tornos	3.700,50	74.010,00

Condiciones generales: Los precios están indicados en dólares estadounidenses y se entienden CFR. El precio total es de setenta y cuatro mil diez dólares y no incluye el impuesto al valor agregado. No se incluye tampoco el embalaje de la mercadería para su transporte marítimo.

En pedidos superiores a cincuenta mil dólares se cobrará el 40% de anticipo antes del envío, saldo contra entrega de la mercadería, salvo disposición en contrario por escrito por parte del vendedor. La vigencia de los precios detallados es de 90 días corridos a partir de la fecha de emisión de la presente, después de lo cual podrán sufrir modificaciones.

Plazo de entrega estimado: 25 días a partir de la recepción de la O.C.

Toda orden de compra de los productos incluidos en esta cotización se registrará por los términos y condiciones de Cintag SRL, que se adjuntan a la presente.

Sin otro particular, saludamos a usted atentamente.

Departamento de ventas, Cintag SRL.

### **TEXT 3**

Buenos Aires, 30 de abril de

Sr. Stone  
Butter Corp.  
P. O. Box 37  
New Jersey

Estimado Sr. Stone:

De acuerdo a lo conversado con usted durante su visita a nuestro país, tengo el agrado de someter a su consideración el siguiente presupuesto por dos unidades.

El presupuesto por cada unidad es el siguiente

- a. Módulo A: US\$15875,00 c/u

Estos valores son por las unidades puestas en fábrica-Buenos Aires y no incluyen el Impuesto al Valor Agregado (IVA), el cual asciende al 21% (veintiuno por ciento).

La vigencia del presente es de 60 días a partir de la fecha de emisión de la presente. Se adjuntan además especificaciones técnicas y algunos croquis de las unidades.

Quedamos a la espera de su grata respuesta. Atentamente,

Fabian Finkesteln  
Finkesteln S.A.

**TEXT 4**

Dear Mr. Iones,

Further to your recent request for quotation, we are pleased to offer you:

Aluminum sheets, quality according to ASTM-E-112

11 .032 2722 kg @ \$ 7.75/kg

- a. Prices quoted are FOB Maryland. All prices detailed are expressed in U.S. Dollars.
- b. Estimated delivery: Normal lead time would be 14 weeks.
- c. Terms of Payment: Irrevocable and confirmed letter of credit by a US Bank, payable against presentation of invoices and shipping documents. Partial shipments allowed. All banking charges are for the account of the purchaser.
- d. Prices quoted will be held valid for 60 days from date of this quote. Thereafter, prices will be subject to renegotiation.
- e. Subject to METS Terms and Conditions detailed on the attachment hereof.

We trust the above information will meet with your approval and look forward to working further with you on this requirement.

Regards.

John Lesser

For Earl Lessser Inc.

**TEXT 5**

Su pedido de cotización de productos de RS No. 67/14

Nro.	Fecha	Cliente	Tot.Cot	Tot.Cot c/IVA
2023	29-01-14	Sr. Sminton	60,70	68,84

Detalle de los Productos

Rngl.	Producto	Descripción	Unitaria	Cant.Cot.	Total Cot.
1)	04228879	IC ACN	30,35	2	60,70

Condiciones Generales

Precios: están indicados en dólares estadounidenses, por mercadería puesta en nuestro domicilio

Forma de pago: anticipo 30%, saldo contra entrega y/o orden de compra.

Plazo de entrega: 15 a 30 días aproximadamente de la fecha de recepción de la O.C. Los ítems que RS no disponga en stock serán informados dentro de las 72 horas hábiles.

Notificación de entrega: R.S. comunicará el arribo de la mercadería directamente al comprador quien deberá retirar o solicitar el envío una vez cancelado el importa total dentro de los 15 días de dicha notificación.

Forma de entrega: los envíos se harán por el medio solicitado con cargo al comprador sin responsabilidad de nuestra parte por deterioros y/o extravíos. No se aceptarán condiciones particulares no expresadas en la presente.



**TEXT 6**

Kratos Corporation

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In correspondence, please refer to Quotation No. QSL1290-876

Ref. No.: RARO1214

Date: March 14, 2014

To: El Gaucho S.A.

Kratos Corporation is pleased to submit the following quotation in response to your request:

Item	Part No.	Description	Qty.	Unit Price	Extended Price	Del.
1	20903	Tablet	5	\$1,490.50	\$7452.50	20 weeks ARO

Place of Manufacture: Kratos Corporation, S. Raymond Ave.  
Pasadena CA 91109 USA

Payment terms: Net 30 days

Total Ex-Works Pasadena	7452.50
Estimated truck charges	150.00
Estimated CFR	7602.50

Remarks:

Estimated gross weight: 245 lbs.

Estimated volume: 25 cubic feet

All prices detailed are in US Dollars.

Our total Ex-Works Pasadena includes export boxing

All charges in connection with this shipment are for the account of the purchaser.

The prices quoted will be held valid for 60 days from date of this quote. Thereafter, prices will be subject to renegotiation.

Subject to Kratos Corp. Terms and Conditions detailed in the attachment

John Sack

International Sales Manager

---

This Quotation represents an offer, firm for a period of 60 days from the Quotation date. Upon Seller's receipt of a purchase order from Buyer, or a communication to commence performance (which shall be evidenced conclusively by an oral or written communication from Buyer to Seller of Buyer's Purchase Order number), a binding agreement shall exist solely upon the terms and conditions on the face and reverse side hereof. No term, condition or provision not contained on the face and reverse side hereof shall be deemed a part of any contractual relationship between the parties unless agreed to in writing by Seller and the Buyer in a document dated subsequent to the date of this Quotation.

**Task Sheet 7: Translating Packing and Handling Instructions**

Although packing is not always mentioned in the correspondence or contracts, it plays a major role in protecting the goods against damage caused by water, water vapor, steam, salt, air, dust, heat or cold, sunlight, micro-organisms, among many other causes. The packing also protects the goods against different mechanical strains, such as bending, torsion, etc. The term packing (*embalaje*) is often confused with the term packaging (*envase*), and many times they are used incorrectly either in Spanish or in English. While packing is used for protection, packaging is used for protection, but also for marketing purposes. The context is the one that will tell you which is the correct meaning.

**A. TYPES OF PACKAGES**

Match with a suitable equivalent, and provide another equivalent if appropriate:

- |                                    |  |
|------------------------------------|--|
| 1. Drums                           | a. Damajuana ; Garrafa ;                   |
| 2. Cases                           | b. Cajones / “Canastas” para botellas      |
| 3. Bags                            | c. Latas                                   |
| 4. Containers                      | d. Cajones ; “Canastas”                    |
| 5. Drums and bottles               | e. Sacos y bolsas                          |
| 6. Carboys [Demi John]             | f. Bidones                                 |
| 7. Metal boxes                     | g. Tambores                                |
| 8. Pallets                         | h. Cajas                                   |
| 9. Rigid and semi-rigid containers | i. Contenedores ; “Recipientes”; “Envases” |
| 10. Cans                           | j. Frascos                                 |
| 11. Pressurized containers         | k. Bolsas                                  |
| 12. Crates (for foodstuff)         | l. Botellas                                |
| 13. Boxes                          | m. Tarimas / Plataformas de carga          |
| 14. Sacks and bags                 | n. Cajas de metal                          |
| 15. Jugs                           | o. Contenedores rígidos y semi-rígidos     |
| 16. Bottle crates                  | p. Tambores y botellas                     |
| 17. Flasks                         | q. Contenedores presurizados o a presión   |
| 18. Bottles                        | r. Cajas; Cajones                          |

**B. TYPES of PACKING**

Match with a suitable equivalent, and provide another equivalent if appropriate:

- |  |   |
|--|---|
| 1. Wooden cases  | a. Barriles                                       |
| 2. Waterproof lining   | b. Cajones no retornables<br>o Cartón descartable |
| 3. Styrofoam packing<br>(TM: expanded rigid polystyrene plastic) | c. a Prueba de golpes                             |
| 4. in Bales  | d. Cajones  |
| 5. Corrugated cardboard pack                                     | e. Embalaje de<br>poliestireno expandido          |
| 6. to be banded together   | f. embalar o empaquetar<br>con                    |
| 7. to be packed in   | g. envolver en/con                                |
| 8. to be wrapped in  | h. revestir con                                   |
| 9. to be lined with  | i. fajar o precintar (seal)                       |
| 10. Sheet plastic (plastic sheet cover)                          | j. embalaje de/con goma<br>espuma                 |
| 11. Drums  | k. Frascos / Jarras /<br>Tarros                   |
| 12. Crates   | l. Sacos / Bolsas                                 |
| 13. Tins   | m. Viruta de madera                               |
| 14. Jars   | n. Latas  |
| 15. Barrels  | o. Tambores                                       |
| 16. Sacks  | p. en Fardos / Atados /<br>Bultos                 |
| 17. Non-returnable cartons                                       | q. Embalaje de cartón<br>corrugado                |
| 18. Shockproof   | r. Revestimiento<br>impermeable                   |
| 19. Wood wool  | s. Cajones de madera                              |
| 20. Foam rubber  | t. Cubierta / Film /<br>Lámina plástica           |

### **C. HANDLING INSTRUCTIONS**

Match with a suitable equivalent, and provide another equivalent if appropriate:

- |  |   |
|--|---|
| 1. Handle with care                                    | a. No volcar; No dar vuelta; No invertir                  |
| 2. Fragile   | b. No (hacer) rodar                                       |
| 3. Glass   | c. Tapa; Arriba   |
| 4. Not to be dropped                                   | d. No usar / utilizar ganchos                             |
| 5. Do not store in a damp place                        | e. Mantener en lugar seco                                 |
| 6. Keep dry  | f. Eslingar aquí  |
| 7. Keep in a cool place                                | g. Manéjese / Trátese / Manipular con cuidado             |
| 8. This side up  | h. Levante con autoelevador (mula)/ Colocar uñas aquí/acá |
| 9. This side down                                      | i. No dejar caer  |
| 10. Keep upright                                       | j. Levantar (tirar) aquí o acá                            |
| 11. Open here  | k. No almacenar (guardar) en lugar húmedo                 |
| 12. Lift here  | l. Este lado hacia arriba                                 |
| 13. Use no hooks                                       | m. Manténgase seco  |
| 14. Weight: net, legal, gross; tare                    | n. Vidrio   |
| 15. Made in ...  | o. Frágil   |
| 16. Bottom   | p. Este lado hacia abajo                                  |
| 17. Sling (strap, rope, chain ( <i>eslinga</i> )) here | q. Peso: neto, legal, bruto; tara                         |
| 18. Top  | r. Abrir aquí o acá                                       |
| 19. Blade or forklift here                             | s. Base / (parte de) Abajo / (Fondo)                      |
| 20. Not to be rolled                                   | t. Hecho / Fabricado en; Industria                        |

**Task Sheet 8**  
**Text Analysis and Translation of an Order**

A. Analyze the order included below and complete the information requested.

- Indicate the parties to the document and the purpose and topic of this letter.
- Determine the text type according to the language function and its register.
- Identify the Incoterm used and explain what it means.
- Indicate what helps you determine that the document is an order.

B. Translate the text into US English.

Muy señores nuestros:

De acuerdo a lo presentado oportunamente en su carta del 9 de octubre, tenemos el agrado de formular el siguiente pedido.

<b>Item</b>	<b>Cantidad</b>	<b>Concepto</b>
-------------	-----------------	-----------------

1	3	Diseño y construcción de tres unidades
---	---	--

Precio unitario: U\$S 7.350 + 21% correspondiente a IVA (Son siete mil trescientos cincuenta dólares estadounidenses)

Plazo de entrega: 20 días de recibida la orden de compra.

Forma de Pago: Según lo acordado, los precios se entienden por mercadería puesta al costado del buque, entendiéndose que el flete estará a nuestro cargo. Se abonará un 30% con la orden de compra por anticipado, 20% c/entrega y el saldo a 20 días fecha de factura.

Observaciones: Los productos deberán ser sometidos a ensayos conforme a las normas ISO 9001.

La conformidad con la presente nota de pedido implica la aceptación de las condiciones consignadas al frente de la presente.

Estamos seguros de que éste será el comienzo de una relación comercial mutuamente provechosa. Sin otro particular, y aguardando consultas que nos deseen efectuar, nos agrada saludarles con atenta consideración.

Carlos Cafaro, Jefe de Departamento Compras

**Task Sheet 9**  
**Text Analysis and Translation of a Confirmation Letter**

A. Analyze the letter included below and complete the information requested.

- Indicate the parties involved and the purpose and topic of this letter.
- Determine the text type according to the language function and its register.
- Identify the Incoterm used and explain what it means.
- Indicate what helps you determine that it is a confirmation.

B. Translate the text into Argentine Spanish.

Sandy Pars ®

**CONFIRMATION**

PO BOX 12000, Phoenix, Arizona

Order Number  
10987

Order Date  
15.06. 20..

P.O. Number  
745

P.O. Date  
15.06.20..

Terms of Payment

Method of Shipment

Cash secured in advance

Customer option

Customer #: 118765

INCOTERMS

Currency

El Gaucho

Ex Works Sellers Place

USD

Córdoba, Argentina

Shipping Address: 118765  
El Gaucho,  
Córdoba, Argentina

This order has been entered from your verbal order. This order shall be subject to the standard terms and conditions of sale of Sandy Pars Corporation. Your receipt of this acknowledgment is proof of your acceptance of these terms

These commodities licensed by United States for the Ultimate Destination of Argentina. Diversion contrary to U.S. Law Prohibited.

Item	Material	Qty.	Description	Unit Price	Total Price
001	INA198	25 EA	Parts	21,15 USD	528,75 USD

Confirmed Delivery Date: 19.09.20..

Certificate of Conformance: It is hereby certified that the articles as called for in this shipment are in conformance with the specifications and drawings listed on the above referenced purchase order. By accepting these goods, the Buyer accepts the Seller's Standard Conditions of Sale printed on the reverse side hereof.

**Task Sheet 10**  
**Text Analysis and Translation**

A. Analyze the letters below and complete the following information:

- Parties (seller, buyer, third party) involved
- Purpose and topic of the letter
- Text type according to the language function
- Register
- Part of the foreign trade process involved and name of the document

B. Translate Text 1 into US English and Text 2 into Argentine Spanish.

**TEXT 1**

Buenos Aires, 23 de agosto del 2015

Para: Textil Group

Ref.: Pedido N° 4567

De nuestra mayor consideración:

Por la presente nos dirigimos a Uds. con el propósito de hacerles llegar nuestra cotización de acuerdo a lo solicitado.

**PRODUCTO:** Remeras

**DESCRIPCIÓN:** Remeras de colores (según las muestras)

**CANTIDAD:** 15.000 Unid.

**EMBALAJE:** Cajas de cartón

**PRECIO CIF California:** ARS 40,50 (Unitario) Precio total: seiscientos siete mil quinientos pesos argentinos.

**FORMA DE PAGO:** Letra de Cambio a la orden de Trade Corporation.

**FECHA DE EMBARQUE :** 20 días después de haber recibido la confirmación de la Letra de Cambio.

**MEDIO DE TRANSPORTE:** Marítimo

**PUERTO DE EMBARQUE :** Buenos Aires

Los precios cotizados se indican en moneda nacional, no incluyen IVA ni descuentos por pago en efectivo y la vigencia de los mismos es de 90 días corridos a partir de la fecha de emisión de la presente. Los gastos de cobranza, confirmación y otros de carácter impositivo y tributario en USA son por cuenta del comprador.

El plazo de entrega aproximado es de 35 días a partir de la recepción de la O.C. Salvo acuerdo en contrario, el envío se realizará por el medio acordado sin responsabilidad por parte del comprador por daños o pérdidas una vez que los productos estén a bordo del buque en el puerto de embarque convenido.

Toda O.C. de los productos incluidos en esta cotización estará sujeta a los términos y condiciones de Moda Informal, SRL que se adjuntan a la presente.

Sin otro particular, saludamos a Uds. atentamente.

Luis Rodriguez  
Departamento de Ventas  
Moda Informal, SRL

**TEXT 2**

<b>SUNTECK COMPANY</b>	
	November 20, 20..
Diaston S.A. Av. Sol de Mayo 32 5100 Córdoba R. Argentina	
Attention:	Sr. Oscar Panten
cc:	Ing. Ramón Suarez
Subject:	Request for Proposal
Reference:	Project 456-90
Enclosures: (1) Proposal Preparation Instructions (2) Subcontract Management Plan (3) Terms and Conditions	
SUNTECK COMPANY (hereinafter referred to as SUNTECK) requests your Fixed Price proposal in strict accordance with enclosures (1) through (3) for the referenced effort. Any and all exceptions to the enclosures must be specifically identified in your proposal.	
This solicitation shall not be construed in any manner as an obligation to enter into a contract and shall not result in any claim whatsoever for reimbursement of costs for any proposal effort expended by your company.	
Your proposal is required at Idaho, no later than 01 March 20.., and shall remain valid until SUNTECK issues a purchase order to Diaston Inc.	
We look forward to receiving your proposal complete and on time. Any questions or clarifications regarding this request for proposal should be directed to the undersigned.	
Yours truly,	
Glenn Caran Senior Procurement Administrator	



## **The Pro-Forma Invoice and the Commercial Invoice**

### **The Pro-Forma Invoice**

Once the Importer receives the Quotation, he places the order. When the operation involves large sums of money, the Exporter usually requests the Importer the opening of a Letter of Credit. In these cases, the Importer may request a Pro-Forma Invoice from the Exporter, if the Importer's Bank requests it. The Exporter issues the Pro-Forma Invoice and proceeds to fulfill the order as requested by the Importer.

The Pro-Forma Invoice is a document prepared by the Seller or Exporter, in which a description of the goods and the terms of the sale are described in a concise manner. It usually has one of two purposes. (a) It is a document prepared for those case in which the buyer has to pay for the goods before they are delivered, maybe because the company is not well-known by the Exporter, or (b) it is a document which in a way replaces the quotation-offer, since it gives the buyer information about the prices to be paid and the general conditions of payment and sale. It is a document which is sometimes requested by Banks or by the Accounting Department of large corporations to start the payment procedures, in cases when payment will be made through a letter of credit or to start the applications for import licences or other certificates. This usually ensures that the payment terms will not be changed (unless there is a special term indicating for example: Valid for... days after ...). This should not be confused with the final invoice, the commercial invoice which will be seen later on.

As we have seen with business correspondence, in the field of foreign trade it is also important in the first place to analyze the document, that is to say, to identify which document it is, to determine its purpose, and to specify the parties to the document and their role in the purchase and sale process. This will allow a better understanding of the original, and as a result, a more accurate translation. Again, the search for parallel documents in the target language will help the translation process.

**Task Sheet 11**  
**Analyzing and Translating a Pro-forma Invoice**

- A. Indicate the parties to the document and their role in the purchase and sale process.
- B. Determine the aspects of the document which allow you to see it is a pro-forma invoice.
- C. Indicate if the information indicated below (usually present in this type of documents) is available in the sample pro-forma invoice provided below.

**English**

**Spanish**

- 1. Seller's and buyer's names and addresses
- 2. Buyer's or seller's reference number
- 3. List of requested merchandise and description
- 4. Price of each item
- 5. Discounts
- 6. Delivery terms
- 7. Payment terms
- 8. Insurance and shipping costs
- 9. Validity period for the quotation
- 10. Total charges to be paid by customer
- 11. Reference to the Incoterms

- D. Translate into Argentine Spanish

*Tracks to Commercial Translation III: Foreign Trade*

Shipper  
Ship to Sea Inc.

PRO-FORMA INVOICE #  
4567

Date  
July 1, 20..  
Expiration Date:  
July 30, 20..  
Quote: WI3467

Exporter  
Wines Inc.

Importer  
Uva S.A.

Sold To:  
Uva S.A.

Shipment: 2 weeks after receipt of order  
Estimated Time of Delivery: 2 weeks  
Currency: USD

Freight: Paid at Destination  
EXW Napa, CA  
Goods cleared for export by Importer

Transportation Method  
Via: Sea  
From: Port of Los Angeles  
To: Port of Buenos Aires

Payment Terms: B/E

Total Number of Packages: 4  
Packing: Drums with corrugated cardboard  
Packaging: Plastic bags  
Total Gross Weight (kgs): 2,000

Description	Quantity	Unit Price	Total Price
Table Grapes	4	80,000	320,000
Export Packing			800
Inland freight			360
Forwarder's handling charges			290
Freight and insurance			6,000
			327,400

Standard Conditions

All prices quoted herein are expressed in US Dollars.

Prices quoted herein for goods are valid for 60 days

Any changes in shipping costs or insurance rates are for account of the buyer.

Authorized Signature

## **The Commercial Invoice**

Once the order has been fulfilled, and the goods have been packed and marked according to the instructions given, the Seller (Exporter) makes out the commercial invoice and its corresponding packing list.

The Commercial Invoice is the document which contains a detail of the purchase/sale that has taken place. It is in a way a contract of sale by which payment is requested. Thus, it will contain all payment information. It also incorporates a description of the goods, including packing information, and number of units or weight. It lists all the information related to freight and the export process, such as, country of export, country of origin of the goods, country of shipment, and country of ultimate destination. If special permits, license or certificates (for example, export or import permits, or phytosanitary certificates) are required, this will be reflected in the invoice. The information included is similar to the pro-forma invoice but while the pro-forma invoice is like a “draft” of the invoice, the invoice is proof of the transaction that has taken place.

**Task Sheet 12**  
**Analyzing and Translating a Commercial Invoice**

- A. Indicate the parties to the documents below and their role in the purchase and sale process.
- B. Determine the aspects of the documents which allow you to see they are invoices.
- C. Indicate if the information indicated below (usually present in this type of documents) is available in the sample invoices provided below.

<b>English</b>	<b>Spanish</b>
1. Seller's and buyer's names and addresses	
2. Buyer's or seller's reference number	
3. List of requested merchandise and description	
4. Price of each item	
5. Discounts	
6. Delivery terms	
7. Payment terms	
8. Insurance and shipping costs	
9. Total charges to be paid by customer	
10. Reference to the Incoterms	

- D. Translate Text 1 into US English and Text 2 into Argentine Spanish.

**Text 1**

Factura Nro.: 0001-8986

Fecha: 14/09/20

CUIT: 30-5019999-2

Ing. Brutos: 918-99999

Importador: Casa Vinci S.A.  
Domicilio: Calle Santa Fe  
País de origen: Argentina  
Registro de Importación: 220980 Vto. 2015  
Carta de crédito irrevocable: No. 140890

Marca Cant.	Mercadería	Valor U\$S
30.348 kilos	Mosto envasado en tambores	31.865,00
	Total FOB	40.865,00

Son dólares USA: cuarenta mil ochocientos sesenta y cinco.

Peso bruto total: 30.348 kilos

Según especificaciones consignadas en Registro de Importación No. 220980  
Mercadería a embarcar desde Argentina con destino final California.  
La mercadería corresponde a las especificaciones y calidad convenidas entre comprador y vendedor.  
Los precios son los realmente a pagarse y no existen convenios que permitan alteraciones de los mismos.

**Text 2**

**Commercial Invoice**

Polymers Wilmington, Delaware 19898, U.S.A.		
Customer order N° DUPE-I-924	Order DNH P 18454 A00	Invoice N°
		Page N° 1
Sold to Plasticos SA		Invoice date 6/14/94
Salta, Argentina	Freight terms	Payment terms 150
Ship to Plasticos SA C/O order of shipper Notify customer	Via: O/F Collect to Buenos Aires	Account N° 257460
	Shipping terms FOB Houston	Date shipped 6/14/94
	Ship from Orange TX	Shipping weight See P/L

Quantity	Unit	Product and description	Unit Price	Amount
150DDDA thru Banco Salta – Capital Argentina				
12000.00	KG		2.1500	25800.00
		Resin... Customs declaration ...		
<p>Declaramos bajo juramento que los datos que contiene esta factura son el fiel reflejo de la verdad y que los precios indicados son los realmente a pagarse.                      Declaramos en igual forma que no existen convenios que permitan alteraciones de estos precios.                      La mercadería aquí facturada es originaria de los Estados Unidos de América.</p>				
Representante autorizada MOURS & CO., INC.				
"These commodities licensed by the United States for ultimate destination Argentina. Diversion contrary to U.S. Law prohibited"				
				FOB Houston
			Total	25800.00
<p>Buyer's acceptance of the goods covered by this Invoice shall constitute acceptance by the buyer of all terms and conditions of sales stated above and on the reverse side hereof. Shipping terms shall be governed by Incoterms-1990 and shall apply unless otherwise stated. For non-draft billing, please send all remittances in U.S. dollars without deduction for exchange fluctuations, customs or other foreign government assessments.                      Remit proceeds by S.W.I.F.T. at our expense to Chase Manhattan Bank, New York, NY, U.S.A.: S.W.I.F.T. Sankus. Account of ... MOURS &amp; CO: 910-1-4845                      Please make certain you state your complete company name, country, and invoice number being paid.</p>				

## **Other Documents in Foreign Trade**

After the exporter has contacted the freight forwarder, and handed in the commercial invoice and *packing list* (a document which gives a detail of the quantity of goods per package, their gross and net weight, and measurement, and of the markings on the package), the freight forwarder will proceed to arrange shipment of the goods, which includes handling the necessary documentation. The list of documents that may be needed will depend on the terms agreed in the Sales Contract, however, the usual documents requested are the commercial export invoice and packing list already issued by the exporter, a bill of lading (if shipment is by sea) or airway bill (if shipment is by air, and an insurance certificate. In some cases, the importer may request a consular invoice which will be issued by the corresponding consulate, a certificate of origin, sanitary certificate and export licence.

So, the freight forwarder will obtain, if requested a *consular invoice*, an invoice issued by the local consulate of the importing country, which enables the customs authority of the importing country to determine if the details are correct. It usually contains a declaration of the Purchaser which may state, for example, the following:

I declare that the merchandise described in this invoice is sold or agreed to be sold, that all the information contained herein is true and correct; that said invoice contains a true and full statement of the time when, the place where, and the person from whom the same was purchase, and the actual cost thereof, price actually paid or to paid therefor, and all charges thereon; that no discounts, bounties or drawbacks are contained in said invoice but such as have been actually allowed thereon; that no different invoice of the merchandise mentioned in said invoice has been or will be furnished to any one, and that the currency in which said invoice is made out is that which aw actually paid or is to paid for said merchandise. I further declare ... I further declare that it is intended to make entry of said merchandise at the port of ...

It also contains a declaration by the consul which may read as follows:



I, the undersigned... Consul of ..., do hereby certify that, on this ... day of ... the invoice described in the endorsement hereof was produced to me by the signer of the annexed declaration.

I do further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be, and that the actual market value or wholesale price of the merchandise described in the said invoice in the principal markets of the country at the time of export is correct and true, excepting as noted by me upon said invoice, or respecting which I shall make special communication to the proper authorities.

Witness my hand and seal of office the day and year aforesaid.

Consul of...

The freight forwarder will also obtain the necessary certificates and licences. The **export licence** is a permit which is sometimes requested by the exporting country authorizing the export of some goods considered critical or sensitive by that country.

A **certificate of origin** is another document often seen. It is usually issued by the Chamber of Commerce, and certifies the country of origin of the goods. It also includes a detail of the goods and cost. Many of them are already written in more than one language, and they may be found at official sites of the Government of different countries or they may be requested at the corresponding Chamber of Commerce.

Among the transport documents, the most common ones are the bill of lading and the airway bill. A **bill of lading** is a document of title to the goods, a contract of carriage and indicates receipt of the goods to be transported. There are many types of bills of lading and they are usually issued in three or four originals so as to avoid delays and unnecessary expenses. They may be transferred by endorsement in blank. The different terms and conditions of carriage are indicated in the reverse of these documents.

While **consignment notes** and **waybills** are used in road and rail transport, **airway bills** or **air waybills (AWB)** are used in air transport. They indicate that the goods have been received for transport. However, they are not documents of title to the goods, therefore they are not negotiable instruments.

## **Payment Terms and Means of Payment in Foreign Trade**

A description of an export-import sequence would be incomplete if the different payment terms and means of payment were not mentioned. In this sequence, a major role is played by **banks**. Most transactions are carried out through *letters of credit, bank transfers, and other commercial papers such as promissory notes, bill of exchange (drafts), checks and other negotiable instruments*. It is important for the translator to understand the dynamic of the transaction, the main parts of the documents and role of each party to produce an accurate target text and avoid omissions or distortions in meaning.

### **Payment Terms**

Any international transaction will include a reference to the payment terms under which trade will be carried out. The most common payment terms are the following:

- Open account
- Consignment sale
- Cash with order
- Cash on delivery
- Cash against documents
- Documentary letter of credit

The first two payment terms presuppose first a long-standing relationship between exporter and importer and depend a lot on the solid standing of the importer and the trust existing between them. Though usual in European countries, they are not generally seen in international transactions with our country, Argentina. As defined in the Barron's Dictionary of Business Terms<sup>2</sup>, an open account is an "unpaid Credit Order", i.e., an "order that is received without payment and that requires billing at a later date", they suppose a "credit relationship between a buyer and a seller"; a consignment sale is the "delivery of goods, without sale, to a dealer, who must sell the goods and remit the Price

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<sup>2</sup> Friedman, J. F. (1994). *Barron's Dictionary of Business Terms*. Second Edition. Barron's Educational Series Inc., New York,.

to the person making delivery. If the goods are not sold, the dealer must return them to the owner”.

When the transactions do not involve large amounts of money, payment is usually required under the “cash with order” or “cash on delivery” terms. These two terms indicate the moment when the payment must be made, and the amount includes the price of the goods plus delivery charges. The means of payment in these cases may be through credit cards, a check drawn on a bank in the exporter’s country, an international giro or international money order, a bank transfer or by means of an international banker’s draft.

An intermediate point between the prior payment terms and the complexity involved in a documentary letter of credit is the term known as *cash against documents* or CAD, which involves the use of bills of exchange. Under this term, once the order is completed and dispatched, the exporter sends the corresponding documents (generally an invoice, packing list, shipping documents, certificate of insurance or insurance policy already mentioned in the previous section, and any other document that may have been requested) to a bank, which will hand them over to the importer under one of two conditions: once the bill of Exchange is paid (“*documents against payment*” (D/P)), or against its acceptance (“*documents against acceptance*” (D/A)). These latter terms will certainly be more clearly understood after analyzing the bills of exchange. *Documentary letters of credit* will be analyzed later in this unit.

## **Promissory Note and Bill of Exchange**

### **Promissory Note**

It is a document by which **someone promises to pay** to another or to bearer a fixed sum of money on demand or on a certain date.

**The main components of a promissory note are the following:**

- The principal amount
- The interest rate (if any)
- Maturity date (the terms may vary, for example, on presentation, at X days sight, at sight, X days after date of...)
- (Optional) Provisions about the payee's rights in the event of default.

**These are the main parties to a promissory:**

- **The Maker or Drawer:** the person who makes the note and promises to pay the amount stated therein.
- **The Payee:** the person to whom the amount is payable.

In case of *transfer* of a promissory note by payee and others, the parties involved may be the following:

- **The Endorser:** the person who endorses the note in favor of another person. (*Endosante*)
- **The Endorsee:** the person in whose favor the note is negotiated by endorsement. (*Endosatario*)
- **Bearer**
- **Bonafide Holder / Holder in due course**

**Bill of Exchange**

It is a document addressed by *one person (drawer) to another (drawee)*, signed by the person giving it, **requiring the person to whom it is addressed to pay** on demand or at a fixed date or determinable future time a sum certain in money *to or to the order of a specified person, or to bearer*<sup>3</sup>. It is specially used in foreign trade.

The difference between a **promissory note** and a **bill of exchange** is that the maker of a note is **personally** responsible for payment to the payee, while the bill of exchange orders a **third party** to do so. Besides, there are more parties involved in this case. Depending on the type of a B/E, the different parties are the following:

- Drawer
- Drawee
- Acceptor
- Payee

If it is transferred, be some other parties may be involved:

- Holders in due course
- Endorser
- Endorsee

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<sup>3</sup> Adapted from *Bills of Exchange Act 1882* Retrieved from <https://www.legislation.gov.uk/ukpga/Vict/45-46/61/enacted>

To understand the concept of this payment transaction, we invite you to watch this video about what a Bill of Exchange is, available at <https://www.youtube.com/watch?v=PnxLKhrrz8xU>, and answer the questions that follow.

1. Where do seller A and buyer B live?
2. Where is the supplier from?
3. Who has to pay and to whom? When?
4. What does seller A ask buyer B to do? Why is this a shortcut in payment?
5. Why can the B/E be considered a financing tool?
6. Who are the *payee*, the *drawee*, the *drawer* and the *acceptor* of this bill of exchange?

**Now, let's practice the translation of these payment documents.**

**Task Sheet 13**  
**Analyzing and Translating Promissory Notes and Bills of Exchange**

A. Analyze the documents included below, and try to provide the following information:

- Identify the type of document and their purpose
- Indicate the parties to the different documents
- Underline common set phrases and also expressions used in legalese and decide how to translate them.

B. Translate the documents into US English, or Argentine Spanish, as appropriate.

**Text 1**

No. 001/89  
\$428,000

Buenos Aires (Argentina), JUNE

At ..... Sight of this FIRST Letter of Exchange  
(Second and Third of the same tenor and date unpaid) pay to the order of  
..... the sum of U.S. DOLLARS FOUR  
HUNDRED AND TWENTY EIGHT THOUSAND

Value received which place to account as advised  
Drawn under L/C No. IS 10/09----- dated

To           BARCLAYS BANK PLC  
              NEW YORK, NY 10265 (REF.: C-2954)

**Text 2**

FOR VALUE RECEIVED, the undersigned, (hereinafter the "Maker"), hereby promises to pay to the order of \_\_\_\_\_ (hereinafter the "Payee") the principal sum of \$ 36,000.00, together with interest in arrears from the date hereof on the unpaid principal balance, at the rate of 10.00 % p.a., pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (the "Note") and any accrued but unpaid interest shall be due and payable in \_\_\_\_\_ (NUMBER OF PAYMENTS) (CIRCLE ONE: equal monthly installments / equal quarterly installments / payments as described below) beginning \_\_\_\_\_ (DATE OF FIRST PAYMENT). All payments under this Note shall be applied first to accrued but unpaid interest, and next to outstanding principal. If not sooner paid, the entire remaining indebtedness (including accrued interest) shall be due and payable on \_\_\_\_\_ (DATE OF FINAL PAYMENT).

All parties to this Note, including Maker and any endorsers, hereby waive protest, presentment, and notice of dishonor, and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of any extension or extensions of time for the payment of principal and interest.

Source: [http://www.creditcards.com/credit-card-news/sample-promissory\\_note-friends-family-loans-1293.php](http://www.creditcards.com/credit-card-news/sample-promissory_note-friends-family-loans-1293.php)

**Text 3**

Exchange for U\$S 32,200.00                      New York, New York, May 13th, 1992.

At 60 days after this date pay this First of Exchange (Second being unpaid) to the Order of Quad Speed  
..... the sum of Thirty-Two thousand dollars only- U.S. Currency ....., value received payable at the current rate of Exchange for Banker's sight draft in New York

To: Notorio S.A.  
Signed:.....

**Text 4**

\$31,000.00    Los Angeles, CA, December 15, 2010.

For value received the undersigned promises to pay to BANCO DEL NORTE, LOS ANGELES BRANCH, CA; or order, the principal sum of Thirty-one thousand dollars and no cents (U.S. Dollars) (U\$S 31,000.00) in semi-annual installments of \$5,000.00 each except that the final installment shall be \$6,000.00, the first such installments to be paid on the 15th day of June 2011 and subsequent installments on each December 15th and June 15th thereafter with interest from the date hereof until paid at the rate of 10 per cent, per annum payable semi-annually.

All parties including makers and endorsers waive demand for payment, presentment and notice of dishonor. If this note is not paid when due, the undersigned and each endorser agree to pay interest on the unpaid balance at the maximum rate of interest permitted by law and all costs and expenses of collection, including attorney's fees of 20%.

No.: 0238/10    Final maturity: 12/14/13

**Text 5**

Vencimiento: Por: 150.000  
30/06/2018

El día 30 de junio de 2018 pagaremos sin protesto a Sertes, Cecilia o a su orden la cantidad de pesos argentinos de ciento cincuenta mil o su equivalente en dólares, al cambio vigente al cierre del día hábil inmediato anterior al vencimiento o por igual valor recibido en ----  
----- a entera satisfacción

Nombre: Marris, Cynthia and Dark, John

**Text 6**

Pagaré No:  
Valor:

Lugar y fecha de celebración:

XXX (otorgante o suscriptor) pagaré incondicionalmente a YYY (beneficiario) la suma de mil pesos mexicanos (\$ 1000), el día 4 de noviembre de 2019 en ..... (dirección) de.... (municipio).

El otorgante reconocerá intereses durante el plazo del 4% mensual, pagaderos durante los primeros diez días de cada mes.

Otorgante:

**Text 7**

LETRA DE CAMBIO

No.: ÚNICA Por: \$100.000

Por esta ÚNICA LETRA DE CAMBIO, señor Arturo Gonzalvez, se servirá Ud. pagar la cantidad de cien mil pesos (\$100,000), a treinta días vista, en la localidad de Buenos Aires, A LA ORDEN DE Thomas Corporation.

Buenos Aires, 15 de febrero de 2013

Domicilio del girado o aceptante:  
Córdoba 5000. Buenos Aires

.....  
Firma del Librador

ACEPTADO:

FECHA ACEPTACIÓN:  
.....  
Firma del aceptante



### **Documentary Letters of Credit and the Role of Banks**

One of the preferred ways of financing international trade is through letters of credit, or documentary credits, which provide the necessary guarantee to both importer and exporter, especially in the case of large transactions between distant companies. A *letter of credit (L/C)* is defined as: "... an advice issued by a bank on behalf of the importer, authorizing the exporter to receive payment for the goods in discharge for specified documents evidencing shipment of such goods. The letter stipulates strict terms and conditions that must be complied with before payment can be claimed."<sup>4</sup>

As it can be observed on the basis of this definition, a letter of credit protects the exporter up to a certain degree in the sense that a bank somehow assures him he will receive payment for the goods. It also gives some guarantee to the importer since it gives him the certainty that he will receive the goods for which the payment has been made.

Letters of Credit may seem difficult to understand since they involve complex transactions carried out by banks involved in foreign trade. However, an analytical approach will help you to understand the dynamics underlying these documents.

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<sup>4</sup> International Trade Center UNCTAD/GATT. *Monograph on Export Documentation – Broad Guidelines for Bankers and Exporters*, Geneva, 1989.

**Task Sheet 14**  
**Analyzing Letters of Credit**

A. Let's analyze these two definitions of *Letter of Credit*.

1. Read the definitions and underline the parties involved.
2. What do you need to find out in order to understand better the second definition?

A written promise by an importer's bank to pay the exporter's bank on a particular date or at a particular time after the goods are sent by the exporter.

Source: *Longman Business English Dictionary*

A L/C is a written commitment to pay, by a buyer's or importer's bank (called the issuing bank) to the seller's or exporter's bank (called the accepting bank, negotiating bank, or paying bank). A L/C guarantees payment of a specified sum in a specified currency, provided the seller meets precisely defined conditions and submits the prescribed documents within a fixed timeframe.

Source: <http://www.businessdictionary.com/definition/letter-of-credit-L-C.html>

B. To gain a clearer understanding of letters of credits, watch the video *Trade Finance in the Spotlight – Letters of Credit*, available at <https://www.youtube.com/watch?v=OIXR-H050nE>, and answer the questions below.

1. Which are the *parties* involved in a L/C transaction?
2. Explain the role of these banks in a L/C transaction: *the issuing bank, the advising bank, the nominating bank and the confirming bank*.
3. How is the transaction carried out? Refer to Phase 1 and Phase 2 explained in this video.

C. Understanding the Process:

In order to better understand letters of credit, let us analyze the different basic steps involved in this process:

1. The importer places an order with the exporter. The importer agrees to make payment through a letter of credit.
2. The importer contacts his bank in his country and applies for the opening of a letter of credit in favor of the exporter. Below, there is a sample of an application form.

3. The importer's bank issues the documentary credit under the terms and conditions established in the importer's instructions.
4. The issuing bank issues the letter of credit. It then asks a bank in the exporter's country (which, in general, is not the usual exporter's bank) to advise the exporter that the credit has been opened. The credit will be payable at a bank in the exporter's country. This bank may or may not add its confirmation to the credit.
5. Once the exporter dispatches the goods, he presents the shipment documents to the bank nominated for payment and hands them over to the bank. According to the terms agreed, he may receive payment at that moment or at a later date. In general, most credits are available through bills of exchange drawn at sight or payable at a determined future time.
6. This bank then forwards the documents to the issuing bank and gets reimbursement.
7. The importer then collects the documents from the issuing bank, and will reimburse the issuing bank according to the terms agreed (cash deposit in advance, immediate or deferred payment).

D. Now, we invite you to test your knowledge!

1. Indicate the role of each one of the following parties in the whole process and provide their equivalent.

<b>PARTY</b>	<b>ROLE</b>	<b>SPANISH EQUIVALENT</b>
Applicant (Opener)		
Beneficiary		
Issuing Bank (Opening Bank)		
Correspondent		
Advising Bank		
Confirming Bank		
Paying Bank		
Reimbursing Bank		
Negotiating Bank		

2. Sort out these statements in the correct order. Write the numbers (1 to 7) next to each step.

- a. The Advising Bank provides a copy of the L/C to the seller. \_\_\_\_
- b. The Issuing Bank pays the Nominated Bank and forwards the documents to the applicant (buyer). \_\_\_\_
- c. The buyer applies to the Issuing Bank to open a L/C. \_\_\_\_
- d. Buyer and seller enter into a sales contract and agree to use a L/C as a payment instrument. \_\_\_\_
- e. The seller (beneficiary) ships the goods and presents the documents to the Nominated Bank. \_\_\_\_
- f. The Nominated Bank examines the documents, pays the beneficiary and forwards the documents to the Issuing Bank. \_\_\_\_
- g. The Issuing Bank issues the L/C to the Advising Bank. \_\_\_\_

**Task Sheet 15**

**Focus on Legalese and Translation Practice of Letters of Credit**

A. Based on the previous activity, identify the type of documents included below and explain the communicative purpose of each one.

B. Analyze the texts and do a terminological search. Underline common phrases and expressions used in legalese and decide how to translate them.

C. Translate the documents into Argentine Spanish.

**TEXT 1**

SUNSET BANK

Issuance Date:

Expiry Date:

Amount:

To: SUNTEX

Gentlemen,

At the requirement and for the account of *Marcro, SRL, the account party*, Sunset Bank (herein "the Bank") establishes in your favor an Irrevocable Letter of Credit (herein "the Credit"). Please, be guided by the terms and conditions of this Credit and by the following: the Credit is available by negotiation of your sight draft(s) in duplicate for 100% of the Invoice value drawn on the Bank expiring on the first day of the following month as of the issuance date hereinabove, unless automatically renewed as provided hereunder. Your sight draft(s) must be accompanied by the signed commercial invoice in 1 original and 3 copies.

We will honor your drafts at sight drawn on us in an amount not to exceed \$ 300,500.00. Drafts hereunder must be marked "Drawn Under Irrevocable Letter of Credit No. \_\_\_\_\_" (specify number). It is a condition of this Credit that it shall be automatically extended without amendment for an additional period of one (1) year from the original expiration date and each future expiration date, unless at least sixty (60) days prior to the then current expiration date, we send notice in writing to you that we elect not to automatically extend this Irrevocable Letter of Credit for an additional one (1) year period. Notification will be sent to the Beneficiary to the address above.

Except so far as otherwise expressly stated, this Credit is subject to the Uniform and Practice for Documentary Credits (2010) Revision, International Chamber of Commerce Pub. No. 590.

**TEXT 2**

Gentlemen:

At the request of \_\_\_\_\_ (account name arranging credit) (the "Applicant"), we hereby open our CLEAN IRREVOCABLE LETTER OF CREDIT in your favor up to an aggregate of \_\_\_\_\_ (amount) U.S. Dollars (US\$ \_\_\_\_\_) available for payment at sight by your drafts on us at \_\_\_\_\_ (name and address of bank) on or before the expiration date or on or before any automatically extended date as set forth below. All banking charges, including any advising bank charges, are for the account of the Applicant.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires on \_\_\_\_\_ (expiration date) but will be automatically extended for additional consecutive one-year terms unless you and IndemCo L.P. each have received by Registered Mail notification of our intention not to renew 45 days prior to the original expiry date and each subsequent expiry date.

THIS CLEAN IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600; provided, however, that notwithstanding Article 36 of such publication, if this CLEAN IRREVOCABLE LETTER OF CREDIT expires while we are closed as a result of a cause beyond our control, we will honor a presentation under this CLEAN IRREVOCABLE LETTER OF CREDIT within 30 days following the resumption of our business.

**TEXT 3**

*Letterhead of Sol Bank*

*Date*

Irrevocable letter of credit number: \_\_\_\_\_ Expiry Date:

To: Forest Goods

Gentlemen:

*Sol Bank* has established an irrevocable letter of credit in your favor at the request of and for the account of *Luna, the account party*, to the extent of 3,500 U.S. to secure the goods set forth on the reverse hereof.

Said funds are available by presentation of your sight draft(s) which shall clearly specify the number of this credit and be drawn in favor of USDA Forest Goods for the secured obligation cited above.

Draft(s) drawn in conformity with the conditions of this credit will be honored by us if presented at our office (list location(s) if other than one cited in address) on or before June 30th, 2009. This letter of credit will be automatically extended without amendment for periods of one year from the then relevant expiry date unless at least 60 days prior to that relevant expiry date we notify you in writing, by certified mail or courier, that we elect not to extend this Letter of Credit. Upon receipt of such notice, you may immediately draw upon this Letter of Credit by means of your sight draft and referencing our letter of credit number.

This Letter of Credit shall be governed by and construed in accordance with the laws of the State of New Hampshire, and to the extent not inconsistent therewith the terms of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500, and any subsequent revisions thereof approved by the International Chamber of Commerce.

Sol Bank

**TEXT 4**

Sunset Bank  
One Wall Street  
New York, New York 10015

**IRREVOCABLE DOCUMENTARY CREDIT**

**ADVISING BANK**

Los Bank Ltd.  
Argentina

**BENEFICIARY**

Gaicho Co.  
Argentina

**APPLICANT**

Barret Co.  
USA

**AMOUNT** \*\*\$10,000.00\*\*

**EXPIRY** September 25, 20—

**IN USA FOR NEGOTIATION  
NEGOTIATION CHARGES ARE  
FOR YOUR ACCOUNT**

Gentlemen:

We hereby issue in your favor this documentary credit which is available by negotiation of your draft at sight drawn on...

All drafts must be marked: "Drawn under Sunset Bank, New York, Credit Number... (indicating the number and date of this credit)"

Your drafts must be accompanied by the following documents (complete sets unless otherwise stated; alternatively, if any document is issued as a single original only, such original shall be deemed a complete set).

Invoice in triplicate.

Customs Invoice.

Insurance covered by the buyer.

Onboard Ocean bills of lading made out to the order of Sunset Bank, New York (L/C 0001) marked "Notify Gaicho Co., U.S.A." and "Freight Prepaid".

COVERING 200 bolts of gray cloth, C&F New York.  
SHIPMENT FROM Buenos Aires LATEST PARTIAL  
SHIPMENTS TO New York September 15, 20-- are permitted.

**SPECIAL CONDITIONS:**

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS DOCUMENTARY CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (2010 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO.400.

WE HEREBY ENGAGE WITH DRAWERS AND/OR BONA FIDE HOLDERS THAT DRAFTS DRAWN UNDER AND NEGOTIATED IN CONFORMITY WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED ON PRESENTATION.

THE AMOUNT OF EACH DRAFT MUST BE ENDORSED ON THE REVERSE OF THIS CREDIT BY THE NEGOTIATING BANK.

THE ADVISING BANK IS REQUESTED TO NOTIFY THE BENEFICIARY WITHOUT ADDING THEIR CONFIRMATION.

Yours Truly

**TEXT 5**

AL:

DEL: BANCO DEL SUD, CÓRDOBA ARGENTINA-

FECHA: DE JUNIO DE 2018

EMISIÓN DE UN CRÉDITO DOCUMENTARIO DE IMPORTACIÓN:

CLASE DE CRÉDITO: IRREVOCABLE – CONFIRMADO

NUMERO DE CRÉDITO: CD NO.193.651

FECHA Y LUGAR DE VENCIMIENTO: 15 DE SEPTIEMBRE DE 2018 –  
ALEMANIA.

ORDENANTE: N.N. – CP 5000- CORDOBA- ARGENTINA

BENEFICIARIO:

DOMICILIO: - 2000- HAMBURGO- ALEMANIA.

IMPORTE TOTAL: USD 46.750.00 (VALOR F O B)

UTILIZABLE:

-CONTRA LETRA A 100 FECHA DE EMBARQUE A VUESTRO CARGO Y  
ENTREGA DE LOS DOCUMENTOS REQUERIDOS.

EMBARQUES PARCIALES – PROHIBIDOS

TRANSBORDOS: PERMITIDOS

PUERTO DE EMBARQUE: INDONESIA

CON DESTINO A: BUENOS AIRES – ARGENTINA.

ULTIMA FECHA DE EMBARQUE: 15 DE SEPTIEMBRE DE 2012.



MERCADERÍA: XXX EN BOLSAS DE 25 KG. EN UN SOLO CONTENEDOR.

DOCUMENTOS REQUERIDOS:

- JUEGO COMPLETO LIMPIOS A BORDO MAS DOS COPIAS – NO NEGOCIABLES – DE ONOCIMIENTO DE EMBARQUE MARÍTIMO EXTENDIDO A LA ORDEN ENDOSADOS EN BLANCO CON LAS CLAUSULAS: 1) NOTIFIQUEN A: ORDENANTES, 2) FLETE PAGADERO EN DESTINO –
- FACTURA COMERCIAL EN 6 EJEMPLARES.
- NOTA DE EMPAQUE EN 5 EJEMPLARES
- DECLARACIÓN JURADA DEL BENEFICIARIO DE HABER ENVIADO LA DOCUMENTACIÓN DE EMBARQUE ORIGINAL DIRECTAMENTE POR VÍA COURIERS ESPECIAL A: CÓRDOBA- REPUBLICA ARGENTINA.

CONDICIONES ADICIONALES:

EL SEGURO DE TRANSPORTE SERA CUBIERTO POR LOS IMPORTADORES. EL EMBARQUE DEBERÁ EFECTUARSE EN UN SOLO CONTENEDOR. PUERTO DE EMBARQUE ES INDONESIA. LOS GASTOS BANCARIOS FUERA DE LA ARGENTINA SON A CARGO DEL BENEFICIARIO.

INSTRUCCIONES DE CONFIRMACIÓN: POR FAVOR AGREGUEN VUESTRA CONFIRMACIÓN

BANCO REEMBOLSADOR: INSTRUCCIONES DE PAGO Y/O NEGOCIACIÓN: L/C NEGOCIABLE CONTRA PRESENTACIÓN DE COPIAS DE LOS DOCUMENTOS REQUERIDOS.

EL PRESENTE CRÉDITO SE REGISTRARÁ POR LOS USOS Y COSTUMBRES PARA CRÉDITOS DOCUMENTARIOS REVISIÓN 2010, CCI FOLLETO 400.

ACUSEN RECIBO INDICANDO NUESTRA REFERENCIA: CD NO. 103.651  
CORDIALMENTE DEPARTAMENTO DE IMPORTACIÓN

TEXT 6

Sunset Bank  
New York, New York

APPLICATION FOR COMMERCIAL CREDIT

Gentlemen:

The undersigned hereby requests you to establish, and advise by mail an irrevocable letter of credit (the "Credit") in favor of the beneficiary shown below.

(PLEASE TYPE OR PRINT)

IRREVOCABLE CREDIT No. 0001  
DATE June 12, 20—  
AMOUNT \$10,000.00  
EXPIRY SEPTEMBER 25, 20—  
IN NEW YORK

BENEFICIARY: El Gaucho Co. England

Your credit is to be available by drafts at sight (specify sight, 30 days sight, etc)

To be drawn on you if credit is in U.S. Dollars, or on a correspondent selected by you if Credit is in foreign currency. Drafts must be accompanied by the following documents (complete sets unless otherwise stated; alternatively, if any document is issued as a single original only, such original shall be deemed a complete set).

At your option the sight draft, if required, may be omitted and the Credit be available solely against the documents specified below.

DOCUMENTS REQUIRED (indicate by check mark):

Commercial invoice in triplicate.

Customs invoice

Insurance policy/certificate issued by an insurance Company in negotiable form covering marine and war risks.

OR

Marine and war risk insurance covered by us.

Onboard ocean bills of lading made out to the order of Sunset Bank, New York (L/C ..... ) marked notify the account party indicated in the credit and "Freight Prepaid".

Other documents:

.....

Purporting to evidence shipment of 200 bolts of gray cloth, C&F New York

Shipment from London Latest September 15, 19—

To New York Partial shipments  are  are not permitted

Additional instructions, if any:

You may authorize the negotiating/paying bank to send all the documents to you in one air mail. Negotiation charges, if any, are for the account of the beneficiary.

In consideration of your establishment of the Credit substantially as applied for herein, we agree with you that the terms and conditions set forth on this and the following two pages are hereby made part of this application for commercial credit and are hereby accepted by us

Approved

Barret Co. (Applicant)

By .....

Authorized signature

**Task Sheet 16: A Look Back at the Process**

A. Analyze the documents included below, and provide the following information:

1. Identify the type of document and their purpose. Support your decision.
2. Indicate the parties to the different documents
3. Specify the Incoterm, if present.

B. Edit the translations provided. You may use this checklist. Justify your changes as appropriate.

**Checklist for the Editing Process**

LEVEL	TYPE OF ANALYSIS	CHECKED
<b>GENERAL</b>		
	Excessively long sentences	
	Excessive use of complex sentences	
	Parallelism in bulleted lists, titles, subtitles, figures, tables	
	Unnecessary repetitions or omissions	
	Figures (numbers)	
<b>STRUCTURE AND GRAMMAR</b>		
	Passive voice	
	Verb tenses	
	Gerund	
	Articles	
	Possessive adjectives	
	Prepositions	
	Word order	
	<i>Dequeísmo</i> or <i>queísmo</i>	
	Verb agreement or adjective and noun agreement	
Wrong use of direct or indirect pronouns		
<b>PUNCTUATION AND CAPITALIZATION</b>		
	Capitalization (interference)	
	Geographical names	
	Institutions	
	Abbreviations	
	Positions in a company	
	Coma	
	Dashes	
<b>TERMINOLOGY</b>		
	Proper names	
	Acronyms	
	False cognates	
	Collocations	
	Usage (register)	

**TEXT 1: Target Audience: US English**

**Cotización N.º 85/2007**

**Para: Sals Inc....**

**Concepto:** computadoras

**Precios:** total mercadería: \$250.000 (Son doscientos cincuenta mil dólares estadounidenses)

**Cláusulas y condiciones de venta**

**Generalidades**

Se debe realizar el pago total en el plazo de treinta (30) días de la fecha de la factura. Todas las ventas y cargos por bienes o servicios vendidos por Draka S.A. estarán sujetos a las cláusulas y condiciones establecidos en los formularios de cotización, y/o de facturas de Draka S.A.

A menos que se acuerde lo contrario por escrito, los compradores pagarán a Draka S.A. los precios vigentes a la fecha del envío realizado por Draka S.A. Todos los precios son F.O.B. en el punto de origen, a excepción de lo establecido en los formularios de cotización, o facturas de Draka S.A. Los gastos de embalaje marítimo estarán a cargo del comprador. El seguro estará también a cargo del comprador.

**Translation**

**Quotation N.º 85/2007**

To: Sals S.A.

Concept: computers

Prices: total goods: \$ 250.000 (two hundred thousands American dollars)

Terms and Conditions of Sale

**Generalities**

The total amount must be paid within 30 days from the date of the bill. All sales and charges for merchandise or services sold by Draka S.A. shall be subject to the terms and conditions set in the quotations and/or in Draka S.A. bills.

The buyers shall pay to Draka S.A. the current prices of the date of the delivery done by Draka S.A., except in the case of an opposite writing arrangement. All prices are origin FOB (Free on Board) except what was set in the quotations or invoices of Draka S.A.. The buyer shall bear the charges of the maritime boxing. The insurance will be in charge of the buyer.

**TEXT 2: Target Audience: Argentine Spanish**

For value received, I promise to pay to the order of the lender all loan amounts disbursed under the terms of this Promissory Note, plus interest and other charges and fees that may become due as provided in this Note. If I do not make any payment on any loan made under this Note when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees.

**Late Charges and Collection Costs**

The lender may collect from me: (i) a late charge for each late installment payment if I fail to make any part of a required installment payment within 15 days after it becomes due, and (ii) any other charges and fees that are permitted by law for the collection of my loans.

**Repayment**

I must repay the full amount of the principal made under this Note and accrued interest at a rate of 6.5%.

**Translation**

Por el valor recibido prometo pagar a la orden del prestatario el total del préstamo amortiguado bajo los términos de esta promesa de pago, más intereses y otros cargos y comisiones que puedan llegar a su vencimiento como lo indica esta promesa. En caso de no realizarse ningún pago al vencimiento sobre cualquier préstamo otorgado bajo esta promesa, pagaré también una razonable cantidad de gastos, incluyéndose pero no limitándose a comisiones a abogados, costes de la corte y otras comisiones.

**Cargos por vencimiento y cobranza de gastos**

El prestatario me cobrará: (i) un cargo por vencimiento por cada cuota a pagar atrasada si no realizo el pago de ninguna parte de la cuota a pagar dentro de los 15 días después del vencimiento, y (ii) cualquier cargo o comisión que esté avalada por ley para la cobranza de préstamos

**Refinanciación**

Deberé volver a pagar la suma total del principal otorgado bajo esta promesa de pago y los intereses acumulados a la tarifa de 6.5%.

**Task Sheet 17: Integrating Knowledge**  
**Development of an Extralinguistic and Terminological Knowledge Base for  
the Translation of International Sales Contracts**

**A. Extralinguistic Analysis:** As we have seen in this course, planning for a translation task involves researching the topic of the source text and reorganizing the information you have gathered in order to develop stronger schemas (knowledge structures). This will provide you with a knowledge base to work on the pre-translation stage.

1. To understand the nature of sales contracts, let's begin by analyzing some definitions and identifying the main characteristics of a sales contract and international sales contracts.

**Sales Contract:** A voluntary, deliberate, and legally binding agreement between two or more competent parties. Contracts are usually written but may be spoken or implied, and generally have to do with employment, sale or lease, or tenancy.

– Source: <http://www.businessdictionary.com/definition/contract>

**Sales Contract:** A contract by which one of the contracting parties, called the "seller," enters into an obligation to the other to cause him to have freely, by a title of proprietor, a thing, for the price of a certain sum of money, which the other contracting party, called the "buyer," on his part obliges himself to pay.

– Source: <http://thelawdictionary.org/contract-of-sale/>

**Contracts for International Sale of Goods (CISG):**

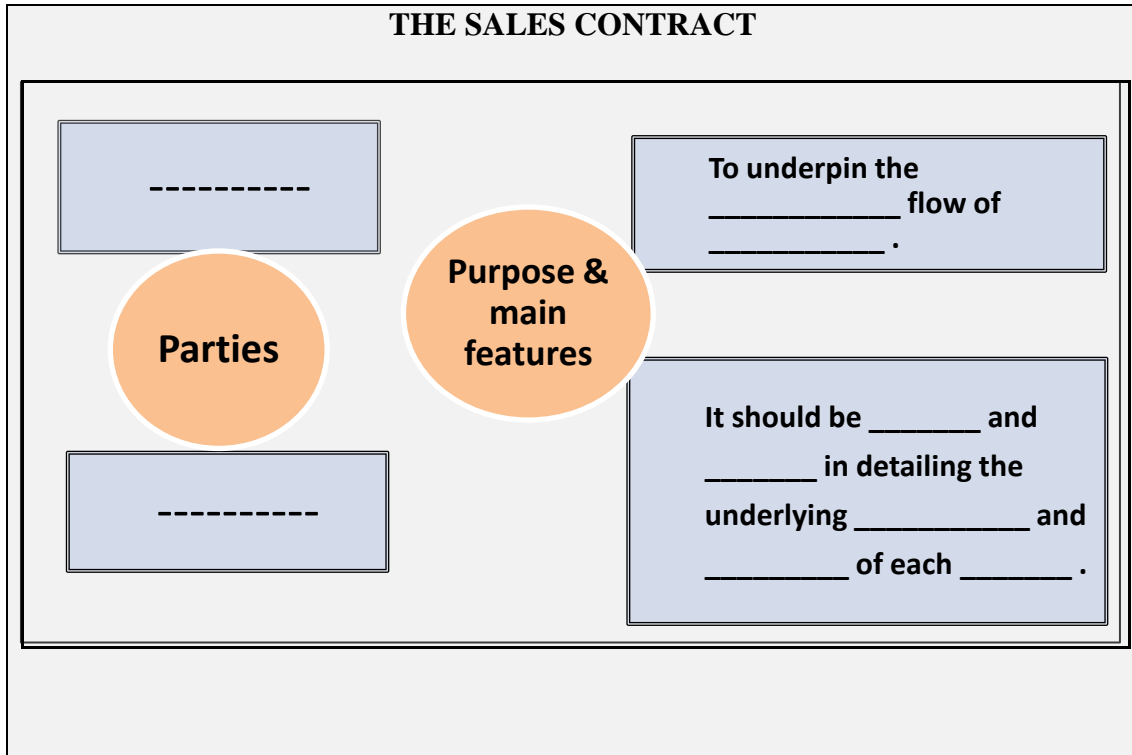
UN-sponsored convention that establishes uniform-rules for drafting international sales contracts, and sets the legal rights and obligations of the seller and the buyer under such contracts. CISG rules apply automatically to the sales contracts between the countries who have ratified the convention.

– Source: <http://www.businessdictionary.com/definition/Contracts-for-International-Sale-of-Goods-CISG.html>

2. What other information would you need to find out about *international sales contracts*? What resources will you use? Share your ideas with the class and take down notes.

3. Do some research on the web about the *United Nations Convention on Contracts for the International Sales of Goods*. What is this Convention about? What does it regulate? How can translators benefit from this text as a linguistic resource? Notice that you can also access the Spanish version online.

4. Now, watch the video *Preparing a Sales Contract - Trade Finance in the Spotlight*, available at <https://www.youtube.com/watch?v=UjvH91k37pA>, to learn more about *sales contracts* and complete the diagrams that follow.



5. Identifying and analyzing key concepts and subject-specific terms can help you to achieve clarity and precision in your translation. Watch the video included in activity 4 again and complete this chart.

**IDENTIFYING KEY ELEMENTS OF THE SALES CONTRACT**

<p><b>1. SPECIFICATION OF - GOODS</b></p> <p>- _____</p> <p>- _____</p>	<p>• Example of trade involving clothing:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>2. _____ (INCOTERMS)</b></p>	<p>• Cost: _____</p> <p>• Risk: _____</p> <p>• Insurance: _____</p> <p>• Clearance of goods through customs: _____</p>
<p><b>3. PAYMENT</b> (How _____ WILL PAY THE _____.)</p>	<p>• Seller's _____ for payment</p> <p>• Buyer's _____ capacity</p> <p>• Buyer and seller's _____</p> <p>• <b>Payment methods:</b></p> <p>• _____, _____</p> <p>• _____, _____</p>
<p><b>4. _____</b> (DESCRIBE AND ACCOMPANY THE GOODS)</p>	<p>• Bill of Lading: _____</p> <p>• Invoice: _____</p> <p>• _____: _____</p> <p>• Inspection certificate: _____</p>
<p><b>5. STIPULATION OF APPLICABLE LAW</b></p>	<p>• _____</p> <p>• _____</p> <p>• _____</p>



B. Text Analysis

1. As most contracts, international sales agreements follow a certain structure according to the formalities of the genre. We now invite you to do some web research about the structure and basic elements of international sales contracts in English and Spanish. Remember to consult reliable sources following the guidelines taught in this course. This will help you to have a clear idea of this genre in the source and target language. Take notes about your findings and share them with the class.



Structure and basic elements of international sales contracts in English and Spanish:

Sources:

2. In pairs, skim the *sales contract* below and answer these questions.

a. Can you identify the following features of the text and specify how they will determine your translation? Share your answers with the class.

*The author:* \_\_\_\_\_

*The readership:* \_\_\_\_\_

*Subject matter:* \_\_\_\_\_

*Field:* \_\_\_\_\_

*Channel of communication:* \_\_\_\_\_

*Type of text:* \_\_\_\_\_

*The intention of the text:* \_\_\_\_\_

*Tenor (level of formality):* \_\_\_\_\_

*Level of technicality:* \_\_\_\_\_

b. Does the text contain **technical terminology**? Can you identify any translation problems in relation to this? If so, which ones? How will you solve them?

c. Does it present any grammatical difficulty?

d. Which resources will you use for the translation of *sales contracts*? Will any of the research strategies learnt in this be useful? Share your ideas with the class.

SALES CONTRACT

1 This contract is made and entered into this June, 23, 2018, BETWEEN CrossTress, Ltd.,  
2 whose registered office is at West Road Drive 27, New Jersey, US, represented by George  
3 Watson, (hereinafter referred to as "the Seller"), AND ABC, S.A, represented by Arturo  
4 González, whose registered office is at Corrientes 23, Buenos Aires, Argentina  
5 (hereinafter referred to as "the Buyer").

6 1. The Seller hereby agrees to sell and deliver the Products specified in Annex 1 hereof  
7 to the Buyer and to transfer the property of the Products to the Buyer under the terms  
8 and conditions herein and the Buyer agrees to purchase, receive and pay the delivered  
9 Products from the Seller and to pay the agreed purchase price.

10 2. PRODUCTS. In the performance of their respective obligations, the Seller hereby  
11 agrees to deliver the Buyer the Products specified in Annex 1 hereof and in the time,  
12 quality and quantity specified herein. The Buyer shall collect the Products and pay Seller  
13 for the Products the purchase price specified in the Article II hereof.

14 3. DELIVERY. The Seller shall deliver the Products to the Seller at the agreed point of  
15 destination, under conditions FOB, and to the transport agent designated by the Buyer,  
16 during regular working hours (08.00 a.m. to 04.00 p.m.) at least twenty-four hours  
17 before the deadline established in the present Contract. The title to the Products shall  
18 pass to Buyer immediately upon delivery of the Products to the Buyer's carrier. Risk of  
19 damage to or loss of the Products shall pass to the Buyer at the time of delivery. Should  
20 the Buyer fail to take charge of the Products on arrival, the Seller shall be entitled to  
21 demand the fulfillment of the Contract and payment of the agreed price.

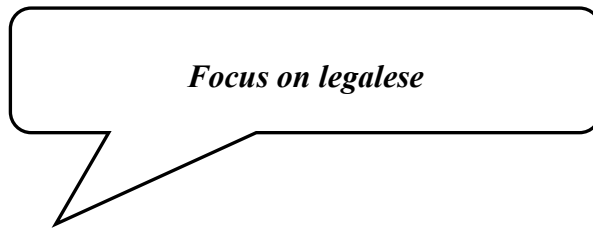
22 4. PACKAGING. The seller undertakes to deliver the Products hereunder, suitable  
23 wrapped and packed for their specific characteristics and for the conditions of transport  
24 to be used.

25 5. PRICE. The total price of the products which the Buyer undertakes to pay the Seller  
26 shall be \$ 800.450 (eight hundred thousand four hundred and fifty US dollars). Unless  
27 otherwise agreed in writing, the price does not include VAT, and is not subject to price  
28 adjustment.

29 6. PAYMENT TERMS. If the parties have agreed on payment by documentary  
30 credit, then, unless otherwise agreed, the Buyer must arrange for a documentary  
31 credit in favour of the Seller to be issued by a reputable bank, subject to the  
32 Uniform Customs and Practice for Documentary Credits published by the  
33 International Chamber of Commerce, and to be notified at least 30 days before the  
34 agreed date of delivery or at least 30 days before the earliest date within the agreed

35	delivery period. Unless otherwise agreed, the documentary credit shall be payable	
36	at sight and allow partial shipments and transshipments.	
37	7. INSOLVENCY. Provided that if the credit is extended and if at any time the Buyer's	
38	financial responsibility shall become impaired or unsatisfactory to Seller, advance cash	
39	payment or satisfactory security shall be made or given by the Buyer on demand by the	
40	Seller, who may withhold further deliveries until such payment or security is received or	
41	obtained, or upon any failure to receive or obtain the same, the Seller may at his option	
42	terminate this contract.	
43	8. VALIDITY OF THE CONTRACT. This contract shall continue in effect for a period of 60	
44	days as of June, 23, 2018. In addition to all other available remedies, the Seller may	
45	terminate this contract forthwith upon any default by the Buyer hereunder. Any	
46	termination shall be without prejudice to accrued right of the Seller. All rights and	
47	remedies of seller are cumulative.	
48	9. GOVERNING LAW. This Contract and the relations arising from shall be governed by	
49	the United Nations Convention on Contracts for the International Sale of Goods.	
50	10. FINAL PROVISIONS. The Contracting Parties hereby agree that entering into this	
51	Contract and performing duties under this Contract have been duly approved by the	
52	relevant company bodies of the Contracting Parties in a compliance with legal	
53	regulations, by-laws and other internal regulations of the Contracting Parties; and no	
54	other approval or consent shall be required.	
55	This Contract had been made in two duplicates whereby each Contracting Party shall	
56	retain one copy each.	
57	Done in New Jersey on 23 June 2018	Done in New Jersey on 23 June 2018
58	.....	.....
	CrossTress, Ltd.	ABC, S.A.
	George Smith	<b>Arturo González</b>

C. Terminological analysis.



1. Underline legalese language used in the sales contract above and provide suitable translations. Organize your search in this table. You should add more terms and expressions.

ENGLISH TERM	SPANISH TERM	COMMENTS
hereby		
herein		
hereinafter		
made and entered into		
purchase, receive and pay		
sell and deliver		

*Focus on subject-specific terminology*

2. Now, you should focus on subject-specific terminology and find suitable equivalents adding more terms and expressions to complete the table below.

ENGLISH TERM	SPANISH TERM	COMMENTS
collect (v)		Collocation: to collect the products
contract		
documentary credit		
packed		
performance		Collocation: performance of obligations
wrapped		

D. Working on your glossary.

Based on the linguistic research and terminological analysis done in the previous activities, complete your glossary on Foreign Trade with specific terminology used in *sales contracts*.



E. Translation and editing practice.

Once you have done your research and analysis, it is time to begin working on the translation and editing stages. Translate the sales contract included in this task sheet and share your text with a classmate. Edit each other's translation using the checklist provided in this course. You will revise your texts in class to complete the translation process. Be ready to back up your choices.

**STUDENT SELF-ASSESSMENT SHEET**

**1. In what ways did the activities in this coursebook help me to practice my translation skills?**

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**2. What did I like about the activities? Why?**

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**3. What aspects of the translation process do I still find difficult? Why?**

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**4. In what ways has my translation competence improved during this course?**

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---

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**5. How will I keep on practicing to become a more efficient translation student?**

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