

**BỘ GIÁO DỤC VÀ ĐÀO TẠO
TRƯỜNG ĐẠI HỌC DÂN LẬP HẢI PHÒNG**



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**HAIPHONG PRIVATE UNIVERSITY
FOREIGN LANGUAGES DEPARTMENT**

GRADUATION PAPER

**A STUDY ON TRANSLATION OF DELIVERY
TERMS IN INTERNATIONAL BUSINESS
CONTRACTS**

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HAI PHONG - 2010

**BỘ GIÁO DỤC VÀ ĐÀO TẠO
TRƯỜNG ĐẠI HỌC DÂN LẬP HẢI PHÒNG**

Nhiệm vụ đề tài tốt nghiệp

Sinh viên:Mã số:.....

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Tên đề tài:

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1. Nội dung và các yêu cầu cần giải quyết trong nhiệm vụ đề tài tốt nghiệp (về lý luận, thực tiễn, các số liệu cần tính toán và các bản vẽ).

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2. Các số liệu cần thiết để thiết kế, tính toán.

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3. Địa điểm thực tập tốt nghiệp.

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Sinh viên

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Người hướng dẫn

Hải Phòng, ngày tháng năm 2010

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GS.TS. NGUYỄN Trần Hữu Nghị

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PART I: INTRODUCTION

1. Rationale of study

With open-door policies for all countries in the world and in the integration process of the globalization, there have been more and more foreign investors to Vietnam. This creates chances for economic development. Therefore, learning English is quite essential, especially learning terms in international business contracts. However, how to use terms is not easy for every learner. Students must be requested to acquire a certain level of English and also knowledge in the field. Thus, the study of the international business contract is an urgent need.

Although English is not an official language in many countries, it is the language most often taught as a foreign or second language. Around the world, there are an estimated 1 billion people learning English. There are many reasons why learning English has seen exponential growth in recent years. In fact, English has become the “global language” of business, politics, international relations, culture, and entertainment.

Moreover, translation has become a profession. More and more people have been choosing translation as their life. It has been discovered that translation is a wonder but such a big challenge for all the learners of foreign language. Translation of terms and conditions in English business contract is certainly a huge challenge for beginners who want to pursue their own translation career. A number of Vietnamese learners get trouble in translating terms and conditions in international business contracts. The work has been not easy at all because the learners always have to deal with non-equivalence as well as other difficulties in translating. Hence, to be successful in the job, it is very necessary to accumulate both linguistic and cultural knowledge in native language as well as foreign languages.

Finally, I am also interested in translation skill, especially in translation of terms and conditions in international business contracts. It is the main reason inspiring me to carry out this research. More importantly, studying this theme offers me a chance to have thorough understanding about techniques of translation.

2. Aims of the study

The study on translation of terms and conditions in an international business contract figured out an overview on translation strategies and procedures commonly employed in the translation of terms in international business contracts.

In details, my Graduation Paper aims at:

1. A brief view of translation, an international business contract and delivery terms.
2. Techniques necessary for better translation of delivery terms in business contracts.
3. An analysis of the delivery terms in authentic business contracts.

3. Scope of the study

Nowadays, when the society and the world economy quickly develop, international trade has become more and more popular to the human development. Therefore, communication among companies and many other business organizations worldwide is emerged as an urgent demand. The terms used in business contracts would require a great amount of effort and time to study. However, due to the limitation of time and knowledge, I only give an analysis on delivery terms in international business contracts.

4. Method of the study

This graduation paper is carried out with a view to helping learners enlarge their vocabulary and have general understanding about translation and translation of delivery terms in international business contracts. My research paper mostly bases on the collection from reference books, the dictionaries of international business and internet. Being a student of foreign language department, after years of learning English, studying translation, I have been equipped with many skills or techniques for translation: data collection, data analysis, comparative and contrastive analysis which would be used to carry out this graduation paper.

5. Design of the study

My graduation paper is divided into three parts, in which the second, naturally, is the most important part.

Part one is the Introduction in which Reason of the study, Aims of the study, Scope of the study, Method of the study, Design of the study are presented.

Part two is the Development that includes 3 chapters:

Chapter one is Theoretical background.

Chapter two is General knowledge on an international business contract.

Chapter three is a Study on translation of delivery terms in
an international business contract.

Chapter four is some difficulties that Vietnamese learners encounter when translate
delivery terms in business contracts and some suggested solutions.

Part three is the Conclusion.

PART II: DEVELOPMENT

Chapter one: THEORETICAL BACKGROUND

1. Translation theory

1.1. Definitions of translation

Translation typically has been used to transfer from written or spoken SL (source language) texts to equivalent written or spoken TL (target language) texts. In general, the purpose of translation is to reproduce various kinds of texts including religious, literary, scientific, and philosophical texts in another language and thus making them available to wider readers.

It is considered as an indispensable part such fields as literature, culture but also commercial advertisement, popular entertainment, public administration, international diplomacy, scientific research publication, judiciary procedure, immigration and education. There are various concepts of translation basing on the individual views.

- ❖ Translation is the interpretation of the meaning of a text in one language (the source text) and the production, in another language of a equivalent text (the target text) that communicates the same message.

(Wikipedia)

- ❖ Translation is made possible by an equivalent of thought that lies behind its different verbal expressions.

(Savory, 1968)

- ❖ Translation is to be understood as the process whereby a message expressed in a specific source language is linguistically transformed in order to be understood by readers of the target language.

(Houbert, 1998:1)

- ❖ Translation is the transformation of a text originally in one language into an equivalent in the content of the message and the formal features and the roles of the original.

(Bell,1991)

- ❖ Translation is rendering the meaning of a text into another language in the way that author intended the text.

(Newmark, 1988)

- ❖ Translation consists of reproducing in the receptor language the closest natural equivalent of the source language message, first in terms of meaning and secondly in terms of style.

(Nida, 1984:83)

1.2. Translation types

The translation types are often categorized by the number of areas of specialization. Each specialization has its own strategies and difficulties. Some translation types are listed as following:

- ❖ Word –for- word translation

This is often demonstrated as interlinear translation, with the TL immediately below the SL words. The SL word-order is preserved and the words translated singly by their most common meaning, out of context. The SL word order is preserved and the words are translated by their most common meanings. The main use of this method is either to understand the mechanics of the source of the source language or to construe a difficult text as pre-translation process.

❖ Literal translation

Literal translation is a broader form of translation, each SL word has a corresponding TL word, but their primary meanings may differ. The SL grammatical constructions are converted to their nearest TL equivalent but the lexical items are again translated out of the context.

Literal translation is considered the basic translation step, both in communicative and semantic translation, in that translation starts from there. As pre-translation process, it indicates problems to be solved.

❖ Faithful translation

It attempts to reproduce the precise contextual meaning of the original within the constraint of the TL grammatical structures. It transfers cultural words and preserves the degree of grammatical and lexical deviation from SL forms. It attempts to be completely faithful to the intentions and the text-realization of the SL writer.

❖ Semantic Translation

It differs from faithful translation only in as far as it must take more account of the aesthetic value of the SL text, compromising on meaning where appropriate so that no assonance, word play or repetition jars in the finished version. It does not rely on cultural equivalence and makes very small concessions to the readership. The distinction between “faithful” and “semantic” translation is that the first is uncompromising and dogmatic, while the second is more flexibility; admits the creative exception to 100% fidelity and allows for the translator’s intuitive with the original.

❖ Free translation

Free translation mean the translation isn’t close to the original, but the translator just transmits meanings of the SL in his own words. It reproduces the matter without the manner, or the content without the form of original. Usually it is a paraphrase much longer than the original. Therefore,

the text in TL sounds more natural. On the contrary, translating is too casual to understand the original because of its freedom.

❖ Idiomatic Translation

Idiomatic translation is used for colloquialism and idioms whose literalism is the translation by which the translator does not transfer the literalism of the original, uses the translation of colloquialism and idioms.

❖ Communicative translation

It attempts to render the exact contextual meaning of the original in such way that both language and content are readily acceptable and comprehensible to the readership.”...But even here the translator still has to respect and work on the form of the source language text as the only material basis for his work.

(Newmark, 1982:39)

1.3. Translation equivalence

1.3.1. Definitions of equivalence in translation

There are some definitions of equivalence in translation

- ❖ “Equivalence is the same, similar or interchangeable with something else. In translation terms, equivalence is a term used to refer to the nature and extent of the relationships between SL and TL texts or smaller linguistic units”.

(Oxford dictionary, 2005)

- ❖ “Translation equivalence exists between forms in a source language and a target language if their meaning matches. In other words, translation equivalence should answer the question “What do the speakers of this language actually say to express the desired meaning”?

(Wayne Leman, Wordpress.com)

- ❖ “When applying to the issues of translation, equivalence is an abstract concept and actually refers to the equivalence relationship between the source text and the target text”.

(Asian social science (CCSE), 1989)

1.3.2. Types of equivalence in translation

Nida argued that there are two different types of equivalence, namely formal equivalence which in the second edition by Nida and Taber (1982:200) is referred to as formal correspondence and dynamic equivalence. Formal correspondence 'focuses attention on the message itself, in both form and content', is unlike dynamic equivalence which is based upon 'the principle of equivalent effect' (1964:159). In the second edition (1982) of their work, the two theorists provide a more detailed explanation of each type of equivalence.

According to Keller (1979: 188-89), equivalence translation is considered five types:

- ❖ Denotative equivalence: The SL and the TL words refer to the same thing in the real world. It is an equivalence of the extra linguistic content of a text.
- ❖ Connotative equivalence: This type of equivalence provides additional value and is achieved by the translator's choice of synonymous words or expressions.
- ❖ Text-normative equivalence: the SL and the TL words are used in the same or the similar context in their respective languages.
- ❖ Pragmatic equivalence: With the readership orientation, the SL and the TL words have the same effect on their respective readers.
- ❖ Formal equivalence: this type of equivalence produces an analogy of form in the translation by either exploiting formal possibilities of TL, or creating new forms in TL.

2. Translation of ESP

2.1. Definitions of ESP

English for Specific purposes (ESP) is a worldwide subject.

Hutchinson and Waters (1987:19) note that two key historical periods breathed life into ESP.

First, the end of the Second World War brought with it an "...age of enormous and unprecedented expansion in scientific, technical and economic activity on an international scale for various reasons, most notably the economic power of the United States in the post-war world, the role [of international language] fell to English.

Second, the Oil Crisis of the early 1970s resulted in Western money and knowledge flowing into the oil-rich countries. The language of this knowledge became English.

Some people described ESP as simply being the teaching of English for any purpose that could be specified. Describing ESP as the teaching of English is used in academic studies or the teaching of English for vocational or professional purposes.

According to Tony Dudley-Evans, definition of ESP is extended in terms of 'variable' and 'absolute' characteristics.

❖ Variable Characteristics

- ESP may be related to or designed for specific disciplines.
- ESP may use, in specific teaching situations, a different methodology from that of General English.
- ESP is likely to be designed for adult learners, either at a tertiary level institution or in a professional work situation. It could, however, be for learners at secondary school level.
- ESP is generally designed for intermediate or advanced students.
- Most ESP courses assume some basic knowledge of the language systems.

❖ Absolute Characteristics

- ESP is defined to meet specific needs of the learners.
- ESP makes use of underlying methodology and activities of the discipline it serves.
- ESP is centered on the language appropriate to these activities in terms of grammar, lexis, register, study skills, discourse and genre.

2.2. Types of ESP.

David Carter (1983) identifies three types of ESP:

- English as a restricted language.
- English for Academic and Occupation Purposes.
- English with specific topics.

- ❖ The first type of ESP, The language used by air traffic controllers or by waiters are example of English as a restricted language. Mackay and Mountfound (1978) clearly illustrate the difference between restricted language and language with this statement:

The language of international air-traffic control could be regarded as “special”, in the sense that the repertoire required by the controller is strictly limited and can be accurately determined, as might be the linguistic needs of a dining-room waiter or air-hostess. However, such restricted repertoires are not language, just as a tourist phrase book is not grammar. Knowing a restricted “language” would not allow the speaker to communicate effectively in novel situation, or in contexts outside the vocational environment.

- ❖ The second type of ESP identified by Carter (1983) is English for Academic and Occupational Purposes. In the “Tree of ELT” (Hutchinson & Walters,1987), ESP is broken down into three branches:

- a) English for Science and Technology (EST)
- b) English for Business and Economics (EBE)
- c) English for Social Studies (ESS)

Each of these subject areas is further divided into two branches:

- + English for Academic Purposes (EAP)
- + English for Occupational Purposes (EOP).

An example of EOP for the EST branch is 'English for Technicians' whereas an example of EAP for the EST branch is 'English for Medical Studies'.

- ❖ The third and final type of ESP identified by Carter (1983) is English for specific topics. Carter notes that it is only here where emphasis shifts from purpose to topic. This type of ESP is uniquely concerned with anticipated future English needs of, for example, scientists requiring English for postgraduate reading studies, attending conferences or working in foreign institutions. However, I agree that this is not a separate type of ESP. Rather it is an integral component of ESP courses or programs which focus on situational language. This situational language has been determined based on the interpretation of results from needs analysis of authentic language used in target workplace settings.

2.3. Delivery terms in ESP translation

In international trade practice, businessmen need to divide responsibilities between buyers and sellers in goods' shipping and receiving. Delivery terms distribute between the seller and the buyer the logistic and administrative expenses at the various stages of the process. Delivery terms also define who is responsible for packaging, marking, operations of handling, loading and unloading, inspection of the goods. Delivery terms in ESP translations are really important because most delivery terms have been written in English language. Therefore, it is impossible to contrast a complete translation that catches the meaning of the source language in the international business contract. The study is based on the theoretical background of technical translation.

Chapter two: GENERAL KNOWLEDGE ON AN INTERNATIONAL BUSINESS CONTRACT

1. An overview on an international business contract.

The purchase process among countries is often complex. Hence, it is necessary for the business to have a legal document to prevent the dispute between two parties. The legal document is the sales contract which has to be written according to the form of international business organization. Part 1 is an overview which will point out clearly the general knowledge about an international business contract.

1.1. Definition of an international contract

An international contract which is also called as import-export contract or foreign trade contract, is an agreement between two parties from different countries hereafter called the exporter (seller) and the importer (buyer) on specific goods. A contract has to state the rights and responsibilities of parties follow the law.

(Vu Huu Tuu, 2002:51)

1.2. The main content of an international business contract

An international business contract has 2 parts:

- + Representations
- + Terms and conditions

1.2.1. The representation

The representation in an import-export contract has to state the parts as follow:

1.2.1.1. Name of the contract

For example: Contract for Fertilizer, Sales Contract

1.2.1.2. Contract Number

For example: No.018 VNF/1999

1.2.1.3. Place and signing date of contract

Place and signing date of contract can be usually written at the top of the contract.

For example: "Hanoi June 20th 1998"

Or “The present contract was made and entered into at Hanoi on this June 20th 1998 by and between”.

In many cases, place and signing date are written at the end of the contract

For example: “The present contract was made at Hanoi on June 20th 1998 in quadruplicate of equal force, two of which are kept by each party”.

1.2.1.4. Name and address of each party

Between: MARTIN RICE COMPANY

Address: 22326 County Rd.780 • Bernie, MO 63822

Tel: (573) 293-4884 Fax: (573) 293-4888

Represented by Mr.: Justin Carlson

Hereinafter called the Buyer

And: PHIVANANH RICE COMPANY

Address:55-57 Tran Quoc Toan, Hoan Kiem, Hanoi, Vietnam

Tel: (84-3)8297752 Fax: (84-3)8297753

Represented by Mr.: Nguyen Phi Anh General Director

1.2.1.5. Definition of terms

If a contract has terms, we need to define these terms at the beginning of contract to prevent the misunderstanding during the contract performance.

For example

For purpose of this Agreement, the following terms have the following meanings, respectively:

- a. “Products” means certain semiconductor to be produced and supplied by Robert in accordance with and subject to the Specifications.
- b. “Territory” means Japan and other countries agreed upon by Rober and JEX.
- c. “Specification” means the specifications of the Products described in Exhibit attached hereto.

(Nguyen Thanh Yen, 2005:6)

1.2.1.6. The legal basic of contract

The legal basic of contract can be the agreement of government, the protocol or the voluntary of two parties.

For example: “It has been mutually agreed that the Seller commits to sell and the Buyer commits to buy the under-mentioned goods on the following terms and conditions”.

1.2.2. Terms and conditions

The terms and conditions are dispensable parts in a contract. In practice, the terms and conditions in an international business contract were written as some small terms. However, terms and conditions can be divided into different parts. According to Associated professor Vu Huu Tuu who has had many experiences in teaching in Foreign Trade University, terms and conditions in international business contracts are divided 4 parts as follow:

1.2.2.1. Commercial terms

Commercial terms which state name, characteristic, appearance of product, include many terms: Commodity, Quality, Quantity and Packing.

a) Commodity

Commodity term must be given a proper name of a product.

For example:

Vietnamese Groundnut kernels, North Grade

b) Quality

In term of quality, a contract has to state chemical and physical characteristics, size and capacity of product.

For example:

Grain size: 2200 kernels max/1kg

Moisture: 10%

Aflatoxin: Negative

Foreign matters: 5%

c) Quantity

Quantity includes the matter related the unit of quantity, (weight) of goods

For example: 17,000 Metric tons moreless 5%

d) Packing

In term of packing, both parties agree about the quality and price of packaging. There are 2 methods to regulate the quality of packaging.

+ The quality of packaging has to be appropriate with the transportation mode

For example

Article 4. Packing Bulk in ocean containers of 40"

+ The specific regulation of packaging

For example

Article 4. Packing: in new single jute bags of 50kg net each.

1.2.2.2. Financial terms

a) Price

Price term is the decided term in a contract.

There are 4 methods to regulate the price of a contract

- Fixed price
- Deferred fixing price
- Flexible price
- Sliding scale price

For example

- ◆ Unit price: 250 USD/MT
- ◆ Total price: 250 USD/MT x 200MT = 50.000 USD (fifty thousand USD only)
- ◆ The price is understood as FOB Haiphong Port, VSR, as per Incoterms 2000, packing charges included

The example above is based on the Fixed price.

b) Payment

Payment terms include the contents as follows:

- Paying currency
- Time of payment
- Mode of payment

There are some types of mode of payment

- Telegraphic transfer – T/T or TTR/ mail transfer - M/T
- Document against payment D/P
- Document against acceptance D/A
- Cash payment
- Letter of credit L/C

Some kinds of Letter of Credit (L/C)

English name	Vietnamese version
Revocable L/C	L/C huỷ ngang
Irrevocable L/C	L/C không huỷ ngang
At sight L/C	L/C trả tiền ngay
L/C with deferred payment	L/C trả tiền chậm
Confirmed L/C	L/C xác nhận
Without recourse L/C	L/C miễn truy đòi
Revolving L/C	L/C tuần hoàn

Transferable L/C	L/C chuyển nhượng
Reciprocal L/C	L/C đối ứng
Back to back L/C	L/C giáp lưng
Stand by L/C	L/C dự phòng

(Vu Huu Tuu, 2002:65)

An example below is extracted from a rice export contract:

Payment 6: By Irrevocable Letter of Credit at sight.

Buyer shall open an Irrevocable Letter of Credit at sight in favour of the Seller through VIETCOMBANK requiring the following documents for negotiation:

- Full set of Signed commercial Invoice.
- Full set of Clean on board original Bill of supervisor lading.
- Certificate of Origin.
- Certificate of quality/weight issued by independent.

1.2.2.3. Delivery terms

The delivery terms include 4 main contents

- Time of delivery
- Place of delivery
- Method of delivery
- Notice of delivery

The terms of delivery will be discussed in Part 2

1.2.2.4. Legal terms

a) Warranty

Warranty is the assurance of the seller about the quality of goods in certain time-called warranty time. The buyer has to detect the fault of goods in this time. The parties agree about the guarantee scope of goods, warranty period and the duties of seller in the warranty time.

For example

Article 10. Warranty

Robert represents and warrants that the Product shall conform to the Specification. Except as expressly set forth in the preceding sentence, Robert makes no warranty of merchantability or fitness for any particular purpose, nor makes others warranties, express or implied

(Nguyen Thanh Yen, 2005:11)

b) Force majeure

Force majeure is a common term in contracts which except one party to implement the liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as *a war, strike, riot, crime*, or an event described by the legal term "Act of God" (e.g., *flooding, earthquake, volcanic eruption*). However, force majeure is not intended to excuse negligence or other illegal action of a party.

For example

Article 5. Force majeure

In the event that the performance of this contract is prevented or delayed, in whole or in part by war, revolution, riot, strike or other labor dispute, fire, flood, typhoon or any other causes beyond the control of the parties hereto, then the parties shall not be liable for any default in the performance of all or any part of this contract, provide that immediate notice of said delay shall perform such obligation with all obligation with all due speed unless the contract is previously terminated.

(Nguyen Trong Đan, 2007: 324)

c) Arbitration

Arbitration is the process of bringing an impartial third party to resolve disputes by legally enforceable decision.

For example

Article 9. Arbitration

In case of dispute and if the parties can not reach an amicable settlement or any claim concerning this contract within 80 days from its occurrence, the case will be transferred to the International Arbitration Center of the Chamber of Commerce and industry of Vietnam for final settlement under rules of conciliation and Arbitration of International Chamber of Commerce. The decision taken by this arbitration will be final. All fees and expenses incurred from this arbitration shall be borne by the losing party.

Besides, there are some terms such as: Penalty, Termination and Claim.

According to the specific contract, each contract has difference terms.

At the end of a contract, there are signatures of the two parties.

2. Delivery terms

Besides, the payment term, delivery terms are also important terms in an international business contract because it will answer the question which concern the exchange “What am I giving” and “What am I getting?”, “What will the seller deliver, how and when?”.

2.1. The main content of delivery terms

There are 4 main parts in the delivery terms.

- Time of delivery
- The place of delivery
- The delivery method
- Notice of delivery

2.1.1. Time of delivery

Time of delivery in a contract has to point out when goods are delivered, when goods arrive at Port of discharge. In the international trade, there are 3 methods to classify the delivery time.

+ Periodic time of delivery

- On a fixed date of delivery
For example: on December 31st, 2008.
- On the last date of delivery time
For example: Not later than December 31st, 2008.
- On the period of time
For example: on June, 1998
- On certain time follow the one of the two parties
For example: Within 6 months after concluding the contract, at Seller's option.

+ Immediate delivery time

- Prompt delivery.
- Immediate delivery.
- Delivery as soon as possible.

+ Duration of time is not clearly stipulated

- Shipment by first available steamer
- Subject to shipping space available
- Subject to the opening of L/C
- Subject to export license

2.1.2. Place of delivery

The place of delivery has to define the port of destination and port of discharge.

2.1.3. Delivery method

There are 4 types of delivery method

2.1.3.1. Preliminary delivery

Preliminary delivery carries out at location of goods production or shipment location. Preliminary delivery reviews the goods, the conformity of quality and quantity with the conditions in a business contract.

2.1.3.2. Final delivery

The final delivery is the confirmation of delivery obligation completion of the Seller about the quantity, quality and time of delivery.

2.1.3.3. Quantity delivery

The quantity delivery is the confirmation of real quantity of goods by many methods such as weight, measure, count....

2.1.3.4. Quality delivery

Quality delivery is the inspection of goods about characteristic, utility, size, shape to determine the conformity with obligations in the contract.

2.1.4. Notice of delivery

Basic delivery terms include the obligations about the notice of delivery. However, the parties agree more about obligations of delivery. Before delivery, the seller often informs the buyer about status of goods. Meanwhile, the buyer also sends the notice for the seller about the place of delivery.

2.2. Basic delivery terms

In international trade practice, businessmen need some short terminologies to divide cost and responsibilities between buyers and sellers in goods' shipping and receiving. Such short terminologies used to be called as "Basic delivery terms". The basic delivery terms regulate principle basis of the delivery between the Seller and the Buyer.

2.2.1. The purpose of basic delivery terms

- +To define who is responsible for packaging, marking, operations of handling, loading and unloading, inspection of the goods.
- + To confirm and fix respective obligations for the achievement of the formalities of exportation and importation, the payment of the rights and taxes of importation as well as the sending of the documents.
- + To determine the critical point of the transfer of the risks of the seller to the buyer in the process forwarding of the goods.
- + To distribute between the seller and the buyer the logistic and administrative expenses at the various stages of the process.

2.2.2. Incoterms 2000

The global economy has given businesses broader access than ever before to market all over the world. Goods are sold in more countries in larger quantities, and in greater variety. But as the volume and complexity of international sales increase, so do possibilities for misunderstandings and costly disputes when sales contracts are not adequately drafted.

An international business contract often use standard terms which are best know as the Incoterms (International Commercial Terms) to specify the purpose of basic delivery terms.

a) Definition

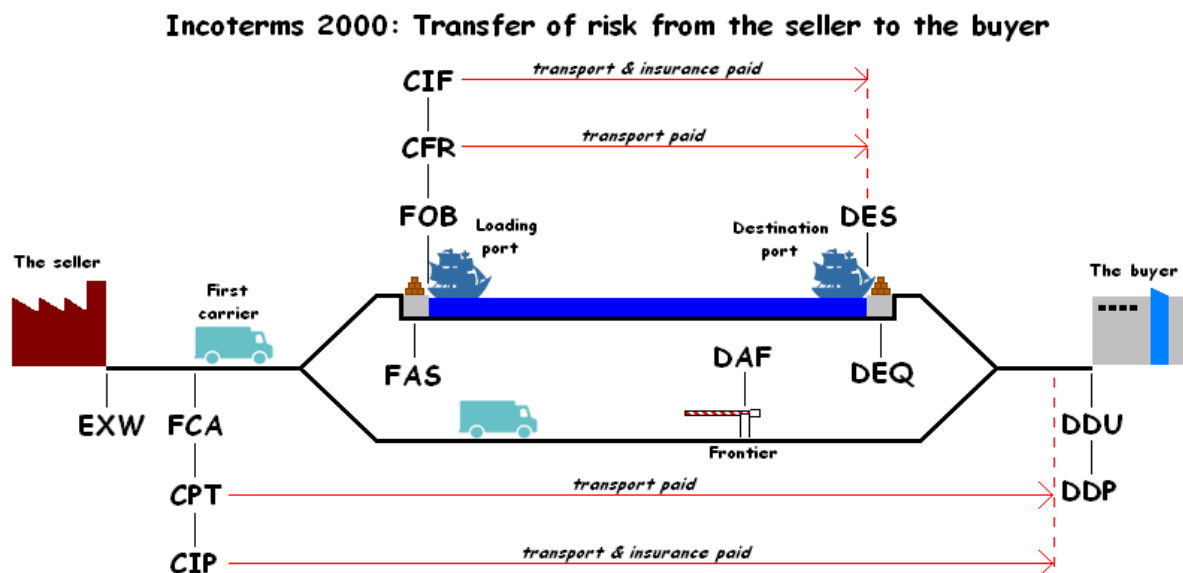
Incoterms is the official ICC rules for the representation of trade terms facilitate the conduct of international trade. Reference to Incoterms in sales contract defines clearly the parties' respective obligation and reduces the risk of legal complication.

Since the creation of Incoterms by ICC in 1936, this undisputed worldwide contractual standard has been regularly updated to keep pace with the development of international trade. Incoterms 2000 take account of the recent spread of customs-free zones, the increased use of electronic communications in business transactions, and changes transport practice. Incoterms 2000 offers simpler and clearer presentation of the 13 definitions, all of which have been revised.

b) Content of Incotems 2000

Incoterms 2000 include 13 terms, which are divided into 4 groups:

- ❖ *Group E*, with only 1 term: Ex Work (ExW)
- ❖ *Group F* includes 3 terms:
 - FCA (Free carrier... named place)
 - FAS (Free along side ship ... named port of shipment)
 - FOB (Free on board... named port of shipment)
- ❖ *Group C* includes 4 terms:
 - CFR (Cost and Freight...named port of destination)
 - CIF (Cost, Insurance and Freight...named port of destination)
 - CPT (Carriage paid to ...named place of destination)
 - CIP (Carriage and insurance paid to ...named place of destination)
- ❖ *Group D* includes 5 terms:
 - DAF (Delivery at frontier... named place)
 - DES (Delivery ex ship... named port of destination)
 - DEQ (Delivery ex quay... named port of destination)
 - DDU (Delivery duty unpaid...named place of destination)
 - DDP (Delivery duty unpaid...named place of destination)



(Incoterm 2000, 1999)

Chapter three: A STUDY ON THE TRANSLATION OF DELIVERY TERMS IN INTERNATIONAL BUSINESS CONTRACTS

1. Translation of some authentic international business contracts

The general knowledge about terms and conditions in international business contracts, especially the basic knowledge of delivery terms has been discussed in chapter two. In chapter three, the terms of delivery will be clarified by some authentic contracts.

1.1. Contract 1

CONTRACT FOR SUPPLY OF REFRACTORIES

Contract No.: PN-DV-070928

28 SEPC, 2007

This Contract is signed hereunder by the following Parties:

THE BUYER: DINH VU STEEL STOCK COMPANY

- Address: C1 Dinh Vu Economic Zone, Hai An District – Haiphong City – Vietnam
- Tel: 84-31.769038; Fax: 84-31.769039
- E-mail: sscdinhvu@hn.vnn.vn
- Account No.: 003.100.0066966 at Vietcombank – Hai Phong Branch
- Representative: Mr. Le Manh Hoan, Position: Vice General Director of Trading

And

THE SELLER: PUYANG REFRACTORIES GROUP CO., LTD

Add: Middle West Circle Road, Puyang 457100, Henan, P.R.China.

- Tel: +86-393-3214148 Fax: +86-393-3213031
- E-mail: shenwanlin@hotmail.com
- Representative: Mr. Shen Wanlin (Chief representative in Australia & ASEAN)

The Buyer agrees to buy and the Seller agrees to sell the goods under the following terms and conditions:

ARTICLE 3. DELIVERY

3.1 Place of delivery shall be in China main port.

3.2 Partial delivery isn't allowed.

3.3 Time of delivery: On or before Oct. 21, 2007 base on receiving the irrevocable L/C.

3.4 Not less than seven (07) days before deliver, the Seller will send to the Buyer the notice of delivery indicating the goods delivered, the number of container and cases and their estimated total volume and weight, volume and dimensions of oversize and over weight packages (length x width x height), name, estimated date of the departure and estimated date of the arrival

3.5 Within five (05) working days after the date of delivery, the Seller shall notify the Buyer by fax of the delivery details.

3.6 Supply of documents: at least 07 days before delivery date, the Seller shall send the Buyer and/or Buyer's banker by DHL/EMS the following documents:

- Three(3) original copies of signed commercial Invoice with detail of the goods' description, quantity, unit price, total price, name and address of the Buyer.
- One (1) original copy of the certificate of quality and quantity issued by the manufacturer
- Three (3) original copies of detail Packing List indicating details of the designation of the equipment and accessories, quantity, gross weight, net weight and total weight issued by the Seller.
- - 3/3 full set of Clean on board ocean bill(s) of lading marked "Freight pre-paid" and made out to order of issuing bank and notify the applicant with full address
- - Insurance policy in 01 original and 03 copies whing cover for 110% CIF value and payable in Vietnam.

Vietnamese version

Điều khoản 3. Giao Hàng

- 1.1. Địa điểm giao hàng tại cảng chính Trung Quốc.
- 1.2. Giao hàng từng phần không được phép.
- 1.3. Thời gian giao hàng phải trước ngày 21 tháng 10 năm 2007 tùy thuộc vào ngày nhận thư tín dụng không hủy ngang.
- 1.4. Chậm nhất là 7 ngày trước khi giao hàng bên bán phải gửi cho bên mua bản thông báo giao hàng trong đó chỉ rõ tên hàng hóa được giao, số lượng container hoặc thùng, (có nêu rõ tổng số lượng và trọng lượng ước tính của hàng hóa trong đó), khối lượng và kích thước của các thùng quá khổ (nêu rõ các kích thước: chiều dài, rộng và cao), tên và số hiệu container, thời gian dự tính khởi hành, thời gian dự tính đến.
- 1.5. Trong vòng 5 ngày kể từ ngày giao hàng bên bán phải thông báo cho bên mua về chi tiết vận chuyển hàng hóa bằng fax.
- 1.6. Các tài liệu đi kèm: chậm nhất là 7 ngày trước ngày giao hàng bên bán gửi cho bên mua hoặc ngân hàng đại diện cho bên mua bằng DHL/EMS những chứng từ sau:
 - 3 bản chính hóa đơn thương mại đã ký có mô tả chi tiết về: số lượng hàng hoá, đơn giá, tổng giá, tên và địa chỉ bên mua.
 - 1 bản chính giấy chứng nhận số lượng và chất lượng do nhà sản xuất cấp.
 - 3 bản chính phiếu đóng gói do bên bán cấp bao gồm chi tiết tên gọi của thiết bị và phụ kiện, số lượng, tổng trọng lượng, khối lượng tịnh, tổng trọng lượng.
 - Cả bộ 3/3 vận đơn đường biển sạch, đã xếp hàng có đóng dấu “cước đã trả” được làm theo đúng mẫu yêu cầu của ngân hàng phát hành. Trên vận đơn có ghi rõ tên và địa chỉ đầy đủ của người phát hành vận đơn.
 - 1 bản gốc đơn bảo hiểm & 3 bản copy bao gồm 110% giá trị CIF của hàng hóa và thanh toán ở VN.

The reader often meets many difficulties in international business contracts. It is difficult for them to understand “partial delivery”, “the L/C”, “CIF”, “Bill of Lading”. What are the meanings of these words? If knowledge of the readers on trade transaction or business contract is limited, what is the solution? And there are some definitions and explanations related to business contracts, especially, delivery terms which can partly help to solve the problem.

Partial delivery usually appears in international business contracts. So, what is partial delivery? Partial delivery means all of goods which will not be transported in one time of delivery, will be delivered in many times due to the Seller’s decision (Partial shipment allowed) or the Parties’ agreement periodic (Shipment by instalment).

The delivery time on the above contract includes the term “**receiving the irrevocable L/C**”. L/C is the abbreviation of Letter of Credit. What is a Letter of Credit? A Letter of Credit is a legal document which is issued by the financial institution (bank) to provide the payment insurance for the beneficiary when they fulfill the conditions in the Letter of Credit. The Seller will require the Buyer to open L/C in the transaction. The delivery time in above contract is “On or before Oct.21, 2007 base on receiving the irrevocable L/C”. It means the Seller will deliver goods when they receive the irrevocable L/C.

The contract also mentions the **CIF** term which often appears in international business contracts. Any business knows CIF is one of 13 terms of delivery in Incoterms 2000. The terms in Incoterms are quite complex. Each of terms has the different regulation about obligations and rights of parties. CIF is the abbreviation of Cost, Insurance and Freight. When two parties to the contract agreed upon the condition “CIF”, it means that the seller delivers when the goods pass the ship's rail in the port of shipment. The seller must pay the costs and freight necessary to bring the goods to the named port of destination but the risk of loss of or damage to the goods, as well as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer. However, in CIF the seller also has to procure marine insurance against the buyer's risk of loss of or damage to the goods during the carriage. Consequently, the seller contracts for insurance and pays the insurance premium.

The buyer should note that under the CIF term the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have the protection of greater cover, he would either need to agree as much expressly with the seller or to make his own extra insurance arrangements.

A **Bill of Lading** is a type of document that is used to acknowledge the receipt of a shipment of goods. A transportation company or carrier issues this document to a shipper. In addition to acknowledging the receipt of goods, a bill of lading indicates the particular vessel on which the goods have been placed, their intended destination, and the terms for transporting the shipment to its final destination. An ocean bill of lading is a document that provides terms between an exporter and international carrier for the shipment of goods to a foreign location overseas. The statement “clean on board” appears on Bill of lading state that the cargo received on board in apparent good order and condition.

There are 13 terms of delivery in Incoterms 2000 and Vietnamese versions are in the table below:

Abbreviation	Full form	Vietnamese version	Place to be indicated , when required
EXW	Ex-Works	Giao tại xưởng	location of works
FCA	Free Carrier	Giao cho người chuyên chở	agreed place
FAS	Free Alongside Ship	Giao dọc mạn tàu	agreed port of loading
FOB	Free On Board	Giao hàng trên tàu	agreed port of loading

CFR	Cost And Freight (C&F)	Tiền hàng và cước vận tải	agreed port of destination
CIF	Cost, Insurance and Freight	Tiền hàng, phí bảo hiểm, cước vận tải	agreed port of destination
CPT	Carriage Paid To	Vận tải trả tới	agreed place of destination
CIP	Carriage and Insurance Paid To	Cước vận tải và bảo hiểm trả tới	agreed place of destination
DAF	Delivered At Frontier	Giao tại biên giới	agreed Place of Delivery at Frontier
DES	Delivered Ex-Ship	Giao tại tàu	agreed port of destination
DEQ	Delivered Ex-Quay	Giao tại cầu cảng	after customs clearance, .agreed port
DDU	Delivered Duty Unpaid	Giao hàng chưa nộp thuế	agreed place of destination in arriving country
DDP	Delivered Duty Paid	Giao hàng đã nộp thuế	agreed place of delivery in arriving country

1.2 . Contact 2

SALES CONTRACT

No.1

No.0909-02

Sept.11, 2009

The Buyer:

QUANG BINH IMPORT - EXPORT JSC

Tan Duong Ward – Thuy Nguyen District – Hai Phong City – Viet Nam

Tel: 84 31 2642 830/831/832

Fax: 84 31 3533679

ACCOUNT NUMBER: 012840060001167

ACCOUNT NAME: QUANG BINH IMPORT-EXPORT JOINT STOCK COMPANY

BANK NAME: Viet Nam International Commercial Joint Stock Bank

BRANCH: Hong Bang, Hai Phong

FULL ADDRESS: 116 Nguyen Duc Canh Street – Hai Phong – Viet Nam

Tel: 031.384 1998

Fax: 031.384 1997

SWIFT NUMBER: VNIBVNV

The Seller:

GROUP A TARIM VE HAVYVANCILIK DIS TIC.ITH.IHR.SAN.TIC.LTD.STI.

Beykoop Evleri 11,Cad.Hanimeli Apt.No1/2 Beylikduzu /Istanbul

TEL: 90-212-8540805

FAX:90-212-8525655

ACCOUNT NUMBER FOR USD: 1991617

ACCOUNT NAME: GROUP A TARIM VE HAVYVANCILIK DIS TIC.ITH.IHR.SAN.TIC.LTD.STI.

BANK NAME: TURKIYE IS BANK

BRANCH: GALATA BRANCH, ISTABUL

BRANCH CODE: 1021

SWIFT NUMBER: ISBKTRISXXX

IBAL NUMBER: TR24 0006 4000 0021 0211 991617

It is mutually agreed on that the buyer wishes to buy and the seller agrees to sell the following commodity under the terms and conditions hereunder stipulated:

4. Shipment:

- Shipment: 05 days max. after getting an irrevocable, confirmed L/C at sight. Arriving date will not be later than October 25th 2009. Partial shipment not Allowed.
- Port of loading : Gemlik, Turkey
- Port of destination : Hai phong
- The Seller ensure that The Buyer will be given 07 days of demurrage and detention by the shipping company. If the shipping company ask for demurrage and detention within first 07 days, the charges will be for The Seller's account. After 07 days of demurrage and detention, all arising charge will be for The Buyer's account.
- Shipping documents:
 - + Within 2 days from the date of loading, the seller fax or e-mail to the buyer the shipping advice to show some details: vessel's name, voyage, port of loading, ETD, ETA, B/L No., Cont. No., ...
 - + Within 7-10 days from the date of loading, the seller have to email to the buyer the copy of full set documents including B/L, Commercial Invoice, Detailed Packing List, Health Certificate, Certificate of Origin, Quantity and Quality Certificate issued by SGS.

Vietnamese version

3. Giao hàng

- Thời gian giao hàng không quá 5 ngày sau khi nhận thư tín dụng không hủy ngang, xác nhận trả ngay. Ngày đến chậm nhất là 25 tháng 10 năm 2009.
Giao hàng từng phần không được phép
- Cảng giao hàng: Gemlik, Turkey
- Cảng đến : Hải Phòng
- Bên bán phải đảm bảo rằng bên mua không phải chịu trách nhiệm trong 7 ngày bốc hàng chậm và lưu tàu đầu tiên (số ngày theo thông báo của hãng tàu). Nếu hãng tàu thông báo bốc hàng chậm và lưu tàu trong vòng 7 ngày, phí tổn sẽ do bên bán chịu. Sau 7 ngày bốc hàng chậm và lưu tàu mọi chi phí phát sinh sẽ do bên mua chịu.
- Các chứng từ giao hàng
 - Trong vòng 2 ngày kể từ ngày bốc hàng bên bán phải gửi email hay gửi fax cho bên mua chi tiết hướng dẫn giao hàng bao gồm: tên tàu, chuyến đi, cảng bốc hàng, ngày dự kiến giao hàng, ngày dự kiến hàng đến, số vận đơn, số tài khoản...
 - Trong vòng 7 tới 10 ngày kể từ ngày bốc hàng, bên bán gửi email cho bên mua bộ copy đầy đủ phát hành bởi SGS các chứng từ bao gồm: vận đơn, hóa đơn thương mại, chi tiết phiếu đóng gói, giấy chứng nhận y tế, giấy chứng nhận xuất xứ, giấy chứng nhận số lượng và chất lượng.

1.3 .Contract 3

K62



Cargill International Trading Pte Ltd
300 Beach Road • Hex23-01 The Concourse • Singapore 199555
Phone: (65) 6295-1112 • Fax: (65) 6393-8880
Co. Reg No. 196700442D

SALES CONTRACT

Date 19 OCT 07

Contract No. S01161.000

Buyer
DINH VU STEEL STOCK COMPANY (SSC DINHVU)
LOT C1 DINHVU INDUSTRIAL PARK, DONGHAI WARD,
HAI AN DIST, HAIPHONG CITY
Vietnam

ORIGINAL



We, the Seller, hereby agree to sell to you and you, the Buyer, hereby agree to purchase from us the material hereinafter described upon the terms and conditions hereinafter stated:

SHIPPING TERMS: (CFR)

1. Shipment effected by containers are acceptable.
2. Buyer to be responsible for any detention charges on vessel at discharge and/or port storage on cargo or containers at discharge port due to non readiness of import documents, non clearance of customs, import license difficulties, failure to provide sufficient trucks and/or barges to accept delivery.
3. Seller shall not be responsible for any costs other than the contracted delivery terms. Any additional costs incurred at discharge port to be for Buyer's account. Seller shall not be responsible for any import license, destination terminal handling charges ("THC"), taxes and/or duties, anti-dumping duties, safeguard and/or protective duties at discharge port and/or destination. Container damage found during discharge to be for buyer's account.
4. Seller will endeavor to assist Buyer to smoothen the process of cargo discharge by providing prompt documents. In case the original Bill of Lading is not available timely prior to or at time of vessel arrival at destination, Buyer is responsible for taking delivery of the shipment against a Shipping Guarantee, according to the format of the shipping agent or the Seller, issued by the Buyer's bank. In such event, Buyer is responsible for payment to Seller regardless of discrepancy(ies) in document presented under the Letter of Credit.
5. Insurance will be covered by Buyer.
6. In case of shipment by Liner or Container vessels, age restriction will not apply
7. Bill of lading showing remarks "said to be" and/or "said to weigh" and/or "said to load and/or similar wordings are acceptable and are not regarded as discrepancies.

Vietnamese version

Điều khoản giao hàng: (CFR)

1. Lô hàng chở bằng container được chấp nhận
2. Bên mua phải chịu bất cứ phí lưu tàu, lưu kho hàng hoá hoặc container ở cảng dỡ hàng trong trường hợp thiếu chuẩn bị các chứng từ nhập khẩu, chưa thông quan hải quan, những vướng mắc về cấp giấy phép nhập khẩu, không cung cấp đầy đủ lượng xe tải hoặc xà lan cho việc giao hàng.
3. Bên bán sẽ không chịu trách nhiệm cho bất cứ phí nào khác nằm ngoài điều khoản giao hàng trong hợp đồng. Những chi phí phát sinh ở cảng dỡ hàng đều do bên mua chịu trách nhiệm. Bên bán sẽ không chịu trách nhiệm đối với giấy phép nhập khẩu, phí giao hàng tới cảng bốc hàng, thuế quan, thuế chống phá giá, thuế quan bảo hộ ở cảng bốc hàng. Trong quá trình giao hàng bên mua phải chịu mọi chi phí nếu container bị hỏng .
4. Bên bán phải nỗ lực giúp bên mua trong việc nhận hàng bằng việc cung cấp chứng từ đúng hạn. Trong trường hợp khi tàu cập cảng vẫn chưa có vận đơn, bên mua phải có trách nhiệm trong việc nhận hàng. Bên mua phải xuất trình đơn bảo hiểm vận chuyển do ngân hàng của bên mua phát hành theo mẫu của các đại lý vận tải hoặc của mẫu của bên bán. Trong trường hợp như vậy, bên mua có trách nhiệm thanh toán cho bên bán bất chấp sự sai biệt giữa chứng từ nhận được và thư tín dụng.
5. Bên mua phải mua bảo hiểm cho hàng hoá.
6. Trong trường hợp tàu chở hàng là tàu chợ hoặc tàu Container, không chấp nhận chuyên chở bằng tàu già.
7. Vận đơn đường biển phải ghi chú rõ trên vận đơn “hàng hoá là:...” “trọng lượng là...” “bốc hàng.....”. Chấp nhận ghi chú những từ tương đương, không chấp nhận những từ trái ngược, không thống nhất.

The contract above mentioned the **CFR** term. What is the CFR? CFR is the abbreviation of Cost and Freight. "Cost and Freight" mean that the seller delivers when the goods pass the ship's rail in the port of shipment. The seller must pay the costs and freight necessary to bring goods to the named port of destination but the risk of loss of or damage to the goods as well as any additional costs due to events occurring after the time of delivery, are transferred from the seller to the buyer. The CFR term requires the seller to clear the goods for export.

A **Liner** is a [ship](#) designed to transport goods from one [seaport](#) to another along regular long-distance [maritime](#) routes according to a schedule. Liners may also carry cargo or mail, and may sometimes be used for other purposes.

During translating, the translators could meet many terms in international business contracts especially terms of delivery. This is the table of terms which are collected from many contracts.

English terms	Vietnamese version
Partial delivery	Giao hàng từng phần
Commercial Invoice	Hóa đơn thương mại
Consular invoice	Hóa đơn lãnh sự
Certificate of Quantity	Giấy chứng nhận số lượng
Certificate of Quality	Giấy chứng nhận chất lượng
Issued by	Phát hành bởi
Packing list/ Packing note	Phiếu đóng gói
Ocean Bill of Lading (B/L)	Vận đơn đường biển

Freight pre-paid	Cước trả cước
Issuing bank	Ngân hàng phát hành
Applicant	Người mở tín dụng thư
Insurance policy	Đơn bảo hiểm
Demurrage charge	Phí bốc dỡ chậm
Detention charge	Phí lưu tàu
ETD (estimated time of departure)	Thời gian rời bến dự kiến
ETA (estimated time of arrival)	Thời gian đến dự kiến
Health Certificate	Giấy chứng nhận y tế
Port of loading/ discharge	Cảng bốc/giao hàng
Port of destination	Cảng đến
Liner	Tàu chợ
Loading rate	Tốc độ xếp hàng
ICC (International Chamber of Commerce)	Phòng Thương Mại Quốc Tế
Incoterms (International Commercial Terms)	Các điều khoản thương mại quốc tế
Prompt delivery or spot delivery	Giao ngay lập tức
Part Cargo	Phần hàng

Beneficiary	Người thụ hưởng
Safeguard and /or protective duties	thuế quan bảo hộ
Anti-dumping duties	thuế chống phá giá
Prompt shipment	Bốc hàng ngay
basic delivery terms	Điều kiện cơ sở giao hàng

2. The language of delivery terms in an international business contract

Besides, the terms which are often used in international sales contracts, the reader also has to pay attention to the language of delivery terms in contracts. It is necessary to understand the language of delivery terms because all of sales contracts have to be written according to the international convention.

The phrases in Bold are the ones which are usually used in international business contracts.

Not less than seven (07) days before delivery, the Seller will send to the Buyer the notice of delivery.

Most of the conditions in the delivery terms begin with a prepositional phrase. For example “not less than.....before/after (the date of) delivery” or “withinworking day(s) before /after (the date of)delivery or at leastbefore/after (the date of) delivery. The verb follow is in simple future. It is important for the Buyer to understand these phrases. If they misunderstand this structure, the delivery will be late or fail.

One (1) original copy of the certificate of quantity and quality issued by the manufacture.

This is a passive form. An English contract is rich in passive verbs. In Vietnamese language, passive is not often used. So, Vietnamese translators meet the difficulties to express them clearly in the target language.

3/3 full set of Clean on Board ocean bill of lading marked “Freight pre-paid” and made out to order of issuing bank and notify the applicant with full address.

Two phrases joined by *and* (or similar conjunction) are the most frequently used structure in the English language. The verb phrase “make out to order” is use commonly in contract. It makes confusion for the reader but simply, in the contract it means “làm theo đúng mẫu yêu cầu”.

On or before Oct.21, 2007 base on receiving the irrevocable L/C.

In a contract, there are many ways to express the meaning of the delivery time. Most of structures used to state the time delivery are often simple and short. It is usually a prepositional phrase of time following the colon. It can be “(...) days after L/C opening date” or (...) days after L/C received. Nowadays, delivery time in contracts is also based on the L/C receive. Sometimes, the delivery time is also clarified by the adverb “at sight”.

For example “Time of Shipment: 05 days max. After getting an irrevocable, confirmed L/C at sight.” At sight is commonly understood as at once/immediately.

The conditions in contracts are often expressed by one subordinate clause plus one main clause for example:

If the shipping company asks for demurrage and detention within first 07 days, the charges will be for The Seller’s account.

The simplest relationship between two ideas is to make one main clause and the other into an explanatory or subordinate clause. The condition above is clarified by the prepositional phrase “within first 07 days”.

Buyer to be responsible for any detention charges ...at discharge port due to non readiness of import document, ...to accept delivery.

The verb phrase “to be responsible for” simply indicates the obligations of the Seller or the Buyer. In the contract, the co-ordinator conjunction “or” used many times to connect two or more nouns. Grammatically, it points out the choice or the conjecture. The phrase of cause and reason “due to” comes after a string of Noun Phrase – a list of the rights and duties of the parties.

Seller will endeavor to assist Buyer to smoothen the process of cargo discharge by providing prompt documents.

The verb phrase which is underlined means “try to assist”. It is not used commonly in the writing especially in contract, however, it makes the contract more formal in some cases.

Bill of Lading showing remarks “said to be” and/ or “said to weigh” and/or “said to load” and/ or similar wording are acceptable and are not regarded as discrepancies.

The words in the quotation marks cause confusion again because, in many documents, these words seldom appear. Structurally, it is hard to understand or translate. However, in this case, it is only understood based on the context of the sentence. Grammatically, the sentences above are compound sentences which are connected by the co-ordinator “and”. It makes the sentence clear and coherent.

Chapter four: SOME DIFFICULTIES THAT VIETNAMESE LEARNERS ENCOUNTER WHEN TRANSLATE DELIVERY TERMS IN BUSINESS CONTRACTS AND SOME SUGGESTED SOLUTIONS

Translation is considered as a field which requires learners and researchers study hard, look for and hunt from many various sources, reference documents. Especially, translation of specialist's field like a business contract is more difficult and complicated. In this chapter one give some difficulties which translators often have to face with will be presented and some solutions to have the best Vietnamese version.

1. Some problems in translating the delivery terms in international business contracts

First of all, during translation of delivery terms translators meet many difficulties especially the terms related to the delivery terms.

We feel not familiar with these terms and we can not translate terms fluently because the knowledge about this area is limited.

A term in normal context has popular meaning, but when it is put in specific context, its meaning changes and translator, sometimes, feels confused. He or she does not know how to convert it, transfers it so that readers can understand the meaning. Many new terms with completely new concepts which are produced during the translation process.

For example : Clean Ocean Bill of Lading (Vận đơn đường biển sạch), Demurrage Charge (Phí bốc dỡ chậm), Detention Charge (Phí lưu tàu), Packing list (Phiếu đóng gói), ect.

However, many compound terms mentioned are easily translated and their meanings can be guessed basing on the meaning of each word. For example, the term "Loading rate" is understood as "tốc độ xếp hàng" because its meaning is the meaning of two words "Loading" and "rate". We can easily translate it by looking up new words in a dictionary.

Abbreviation is also a difficulty for translator to understand what it stands for and what it symbolizes for. If the translator has no or little knowledge about the matter, the understanding the meaning of the terms "FOB" or "ETD", for example, is not completely simple.

The second difficulty is that student lack of information about this field. Students have not many precious chances to work in business transaction, how it is fixed or which purpose it is used for.

For this reason, the translation of terms of delivery from English into Vietnamese is not standard. In order to gain a comparatively good translation skill, it is necessary to court, to collect specific documents and information, and then learners may start the process of translating terms from English into Vietnamese.

2. Some solutions to translate delivery terms

Firstly, translators have to understand the new terms in the whole content and intention of the text which he or she translates.

The approach to reach is reading all the sentences or the complete text to give the idea that we want to say in the target language because the most important characteristic of this technique is that the message is translated as clearly and naturally as possible. In this way, translators can guess the meaning of words in detailed content. Moreover, it is necessary to look up new words in a dictionary especially in an economic dictionary.

For example:

Source Language: Buyer to be responsible for any detention charges on vessel at discharge and/ or port storage on cargo or containers at discharge port due to non readiness of import document, non clearance of customs, import license difficulties, failure to provide sufficient trucks and/or barges to accept delivery.

The content of SL is converted into Vietnamese with the message:

Target Language : Bên mua phải chịu tất cả các chi phí lưu tàu, lưu kho hàng hoá hoặc container ở cảng dỡ hàng trong các trường hợp: thiếu chuẩn bị các chứng từ nhập khẩu, chưa thông quan hải quan, những vướng mắc về cấp giấy phép nhập khẩu, không cung cấp đầy đủ lượng xe tải hoặc xà lan cho việc giao hàng.

Secondly, translators should search the knowledge about the translation matter in order to understand the concept of the terms and use them correctly. By doing this, translators can choose the best equivalent form English into Vietnamese and avoid the misunderstanding.

For example: “3/3 full set of Clean on Board ocean bill of lading marked “Freight pre-paid” and made out to order of issuing bank and notify the applicant with full address.

In this example, Clean on Board ocean bill of lading is understood as “vận đơn đường biển sạch, đã bốc hàng lên tàu”. After understanding about terms in SL, translators find a right equivalent in TL. So, at this requirement, the translators must have a deep knowledge of both languages which he or she is translating to get the equivalent in the target language, because the deficiency of the knowledge of both languages will result in translation without logic and sense.

Thirdly, translators should avoid the tendency to translate word by word because that will destroy the meaning of the original word and ruin the beauty of the expression.

For example, the sentence “Seller will endeavor to assist Buyer to smoothen the process of cargo discharge by providing prompt documents” are translate word by word “ người bán sẽ nỗ lực để giúp đỡ người mua để làm trơn quá trình dỡ hàng hóa bằng cách cung cấp nhanh chóng tài liệu”. If the sentence above was translated word by word, it made the sentence become nonsense and confusing.

However, sometimes, it is necessary to translate a text word by word. But it rarely happens, example : “Within 7-10 days from the date of loading, the seller have to email to the buyer the copy of full set documents including B/L, Commercial Invoice, Detailed Packing List, Health Certificate,

Certificate of Origin, Quantity and Quality Certificate issued by SGS”.

The sentence can be translated as follows “trong vòng 7 tới 10 ngày kể từ ngày bốc hàng, bên bán phải gửi email cho bên mua bộ copy đầy đủ phát hành bởi SGS bao gồm: vận đơn, các hóa đơn thương mại, chi tiết phiếu đóng gói, giấy chứng nhận y tế, giấy chứng nhận xuất xứ, giấy chứng nhận số lượng và chất lượng”.

Finally, it is necessary for translators to have the experiences of translation. The experience must be collected from the fact. Translation requires many skills. They have to understand deeply about translation and techniques of translation. There will not be any good translation if the translator does not know what he is translating. Therefore, in order to achieve the aim of having good translation of delivery terms in international business contracts, translators are required to have deep studies on those terms as well as the translation theories.

PART III: CONCLUSION

Nowadays, using English has become a common situation and gradually obligated in office. The role of English is expressed in every field of human life such as politics, science, business, international transaction, ect. Business contract in English is integral when transaction are done between companies of different geographical locations and languages.

With the help of supervisors, teachers, family and friends, my graduation paper have been completed at last.

My Graduation Paper which is divided into three main parts: Introduction, Development and Conclusion are presented from overview about translation theory to practice in details. The theoretical background stated from broad to narrow in the chapter one provides the basic knowledge of translation and delivery terms. The most important part of this study gives translations and an analysis of delivery terms in authentic contracts and language of delivery terms in international business contracts. Some difficulties emerged in the translation process and some suggestions for readers to translate in an easy way are mentioned in the Chapter three. The final part is conclusion which stated the overview of the whole study.

I hope that this study can help readers and learners, especially those who study in business field will master the translation of delivery terms.

Due to the limitation of time and comprehensive knowledge in this field, there are certainly weaknesses in this research paper. The researcher hopes that all the weaknesses would receive thoughtful consideration and generous view.

Once again, I would like to express my deepest gratitude to my supervisor, MA.Nguyen Thi Phuong Thu for her whole hearted help as well as all of my teachers in Foreign Language Department for their guidance and comments.

After completion of my research, I acquire many experiences in translation in general and translation of international business contract in particular. I withdrew useful strategies to translate. Besides, to translate delivery terms in international business contracts, I have collected many contracts and translated them, which help me to broaden my mind in the field of business contract. More importantly, I know how to choose suitable strategies to translate delivery terms. During translation, I had to collect document from book and internet to have basic knowledge about

business contract, therefore, I had much knowledge about contracts and the terms which are related to this field.

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