

CONTRACT



Разработала
преподаватель
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Give the English for:

- Предмет Контракта
- Цены и общая стоимость Контракта
- Условия платежа
- Сроки поставки
- Упаковка и маркировка
- Гарантии
- Форс-мажор
- Санкции
- Арбитраж
- Страхование
- Прочие условия
- Юридические адреса сторон



Match the following:

1. именуемый в
дальнейшем
2. платежи должны
осуществляться
3. накладная
4. оборудование
5. общая стоимость ...
составляет
6. обеспечить полную
сохранность товаров
7. осторожно
8. не кантовать
9. отвечать требованиям
10. штраф
11. бесперебойная работа
12. дата запуска в
эксплуатацию
13. устранить дефекты
14. заменить некачественное
оборудование на новое
15. право расторгнуть
контракт
16. возместить сумму
17. покрыть расходы по
страховке
18. от имени и по поручению
19. поправки к данному
Контракту

Match the following:

- a) trouble-free operation
- b) payments are to be effected
- c) Handle with Care
- d) penalty
- e) cover expenses for insurance
- f) the right to cancel the Contract
- g) hereinafter referred to as
- h) for and on behalf
- i) Bill of Lading
- j) to remedy the defects
- k. equipment
- l. to secure the full safety of the goods
- m. Do not Turn Over
- n. the total value of ... amounts to
- o. meet the standards
- p. the date of putting it into operation
- q. to repay the sum
- r. amendments to the present Contract

Translate the part of the contract into Russian and name it:

Smith and Co., Canada, hereinafter referred to as the «Seller», in the person of Mr. Smith on one hand and LTD «G», Belarus, hereinafter referred to as the «Buyer», in the person of Ms. K. O. Ivanov, on the other hand, hereinafter referred to as «Parties», have concluded the present Contract on the following:

The Seller has sold and the Buyer has bought the goods in accordance with the Annex № 1, which is attached to the present Contract and constitutes the integral part thereof.

Translate the part of the contract into Russian and name it:

All the goods under the present Contract shall be marked with the Buyer's Logo and in full conformity with the Annex № 1 (Columns «Logo» and «Marking»). The packing of the goods to be delivered shall ensure the full safety of the goods from damages and corrosion during their transportation by air, railroad and automobile transport taking into account probable reloadings, provided that the goods are duly handled.

Each outer package shall be marked on one side with indelible paint in English. Each marking shall state the following: case number/the total number of cases.

Translate the part of the contract into Russian and name it:

Payment for the goods sold under the present contract is to be effected out of an irrevocable confirmed Letter of Credit to be opened by Buyers with the Bank for Foreign Trade of the Russia Moscow in favour of Sellers for the value of each lot of the goods to be shipped. The Letter of Credit is to be valid for 45 days.

The Letter of Credit is to be opened not later than 15 days before the agreed time of shipment of each lot of the goods. Expenses in connection with the opening, amendment and utilization of the Letter of Credit to be paid by Buyers.

Translate the part of the contract into Russian and name it:

Sellers are to insure the goods for their account against usual marine risks including risks of leakage with Ingosstrakh of Russia in accordance with the Transport Insurance Rules of Ingosstrakh for the amount of the invoice value of the goods plus 10 per cent. The goods may be insured against war and other risks upon special request of Buyers and for Buyers' account. The Insurance Policy or Certificate of Ingosstrakh of Russia is to be made out in the name of Buyers or another person according to their instructions and is to be sent together with the other shipping documents.

Translate the parts of the contract into Russian and name them:

- **All disputes and differences which may arise out of the present Contract or in connection with the same are to be settled without application to State courts by Arbitration Court at Chamber of Commerce, Moscow in accordance with the Rules of procedure of the above Court the awards of which are final and binding upon both Parties.**
- **Delivery of the goods under the present Contract should be effected within the dates stipulated in the Supplement No 1 to the present Contract. The date of the Bill of Lading are to be considered as the date of delivery.**

Insert the missing words from the given below:

2. Prices and Total Value

2.1. The total value of the equipment, 1, tools, technical documentations and services 2 US \$ 2,143,000.

2.2. The prices per item are specified in 3.

2.3. The prices are firm for the duration of the Contract and are not subjected to any 4.

2.4. The prices are understood to be CIF Moscow including the cost of 5, marking and other delivering 6.

amounts, alteration, expenses, spare parts, Appendix 2, packing

Read the part of the Contract and answer the questions:

6. Guarantee

6.1. The guarantee period of normal and trouble-free operation of the equipment is to be 12 months of the date of putting it into operation.

6.3. If the equipment proves to be defective during the guaranty period, the Seller has at his expense either to remedy the defects or to replace the faulty equipment with the new equipment. If the defects can not be eliminated the Buyer has the right to cancel the Contract or to reject the defective equipment or to request a corresponding reduction from its price. In case the Buyer rejects the equipment he returns to the Seller for the latter's account the faulty equipment, and the Seller is to repay the sum paid by the Buyer.

Questions:

- 1. What is the guarantee period of the equipment?**
- 2. What does the Seller have to do if the equipment proves to be defective?**
- 3. In what case has the Buyer the right to cancel the Contract?**
- 4. Who has to pay the expenses connected with the returning of the defective equipment?**

Read the part of the Contract and mark the sentences as *true* or *false*:

8. Sanctions:

8.1. Should Buyers fail to open the Letter of Credit in time, they are to pay Sellers a penalty for each day of the delay, but not more than for 20 days, at the rate of 0,1 per cent, of the amount of the Letter of Credit and in that case Sellers shall have the right not to load the tanker until the Letter of Credit has been opened.

8.2. Should the delay in the opening of the Letter of Credit exceed 20 days, Sellers shall have the right to refuse to deliver the goods which were to be paid for out of this Letter of Credit. And in all the above cases demurrage* paid by Sellers in connection with the delay in the opening of the Letter of Credit are to be repaid by Buyers.

demurrage* - простой транспорта

- 1. The penalty for the delay in opening the L\C amounts to 0,1%.**
- 2. Sellers shall have the right not to load the tanker if the delay doesn't exceed 20 days.**
- 3. Sellers shall have the right to refuse to deliver the goods if the delay doesn't exceed 20 days.**
- 4. The demurrage are to be repaid by Sellers.**

Read the part of the contract and put the paragraphs in order:

9. Force Majeure

9. ___ If the above circumstances continue for more than 2 months, each Party shall have the right to refuse any further fulfillment of the obligations under the Contract and in such case neither of the Parties shall have the right to make a demand upon the other Party for the compensation of any possible damages.

9. ___ The Party for whom it becomes impossible to meet their obligations under the present Contract is to notify in written form the other Party of the beginning of the above circumstances not later than 10 days of their beginning.

9. ___ Should any circumstances arise which prevent complete or partial fulfillment by any of the Parties of their respective obligations under the present Contract, namely: fire, acts of God, war, military operations of any kind, blockade, prohibition of export or import, the time stipulated for the fulfillment of such obligations shall be extended for the period equal to that during which such circumstances will last.

Match the part of the Contract with the name of the clause:

1. The total value of the Contract amounts to 3,500€. The prices are understood to be CIF London.	a. Prices and Total Value of the Contract
2. The goods are to be delivered before 10 May.	b. Subject of the Contract
3. “Booksmart Agency”, hereinafter referred to as the <i>Seller</i> on the one part and “Digital Books”, hereinafter referred to as the <i>Buyer</i> on the other part have concluded the Contract. The Seller has sold and the Buyer has bought 25 ELECTRONIC BOOKS.	c. Guarantees
4. The Sellers guarantee that the goods are in full accordance with the highest world technological achievements. The guarantee period is to be 12 months of the date of signing the Contract.	d. Terms of Delivery

Match the part of the Contract with the name of the clause:

<p>1. Payment is to be effected within 30 days of the date of signing of the Contract. The Buyer is to open a Letter of Credit with the Barclays Bank for 100% of the total Contract value.</p>	<p>a. Legal Addresses of the Parties</p>	
<p>2. Seller: “Booksmart Agency” 56 Fleet St., London,UK</p>	<p>Buyer:“Digital Books” 126 Koroleva St., Moscow, Russia</p>	<p>b. Arbitration</p>
<p>3. In case of delay in the supply of the goods the Seller is to pay to the Buyer penalty at the rate of 0.5% of the value of the goods not delivered in due time for every week of the delay. In case of the delay in delivery exceeds 4 months the Buyer shall have the right to cancel the Contract.</p>	<p>c. Terms of payment</p>	
<p>4. All disputes and differences which may arise out of the present Contract will be settled by means of negotiations between the Parties.</p>	<p>d. Sanctions</p>	

Listen to the conversation between a customer and a sales representative. Choose the correct answer:

1. What is this dialogue mostly about?
 - a. a product inquiry
 - b. a discounted shipping rate
 - c. an order that didn't arrive on time
2. The personal assistant offers the customer _____ as a solution.
 - a. a discount on his next order
 - b. a refund on his current order
 - c. free shipping on his next order



Listen again and complete the dialogue:

C: Well, I'm afraid I have 1 _____ about an order.

R: I'm sure I can help you. Could you give me your 2 _____
_____, please.

C: Yes, it's FT 368.

R: OK. I have all of your 3 _____ here. Can you tell me
what's wrong?

C: Well, when I 4 _____, the delivery date was August 14th.

R: Yes, it was. Have you not received the order?

C: Yes, it arrived, but it was 3 business days late.

R: I'm very sorry for the inconvenience.

C: I even paid for 5 _____ to ensure it would be here on
time.

R: I completely understand. Here's what I can do: I'll refund the shipping
costs for that order. Additionally, to make up for the inconvenience, I
can offer you a 6 _____ on your next order. Is
that acceptable?

C: 7 _____. Thanks



Listen once again and write down the beginning of this dialogue:

R: _____

C: _____

R: _____

C: _____

R: _____



