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Business Communications in English for Japanese Manufacturers
(A Study of Expressions in College Business English Texts)

Takao Mukoh

I n t r o d u c t i o n

For the past decade Japanese Manufacturers' dependence upon large and powerful foreign trade companies for ocean shipping, export financing and overseas distribution has steadily decreased.¹ Manufacturers of high-technology goods, in particular, are endeavoring to find their own highly competitive products in the world market by means of their own production overseas, their overseas distributors and agents, or else through joint ventures with overseas counterparts.

However, a number of college textbooks published in Japan on English-written business communication for foreign trade practice are found replete with conventional-type sample letters solely intended to train college students for their forthcoming lives as the staff members of large-sized foreign trade companies (hereinafter called "Shoshas"). Inasmuch as such types of communication are not fitting for those who intend to join, and those who are working for, manufacturing companies that are strong enough to relinquish their dependence on Shoshas, this little study intends to show a need for more emphasis on the manufacturer engaged in its own written communication in English for its export operations with its overseas parties such as importers, distributors, agents, dealers and joint venture companies.

Part I will refer to the changing circumstances under which the conventional Shosha-oriented export communication principles can no longer apply to the manufacturer's communication with its overseas partners, with particular emphasis placed on Shosha's hedging operation and the quality-goods manufacturer's philosophy in conducting world business. Part II shows certain types of "sample clauses" for export as found in college business English text books in Japan and suggested remodelling thereof. Finally, there is a conclusion.

Part I. Changing Circumstances

Before referring to actual Shosha-oriented expressions for export practice with which students of Business English are required to become familiar in this country, the current circumstances under which Shoshas find themselves and their business principles will be analyzed first for a better understanding of so-far commonly accepted "standard expressions" for export operations. And then such principles will be compared with those of manufacturers who are gathering strength in exporting their high-technology products directly.

1. Shoshas' Winter Siege Still On

Armed with accumulated business know-how, financial credibility and global information networks, Shoshas had been instrumental until the recent recession in facilitating Japan's imports and exports along with the spectacular economic recovery and development. The nine leading Shoshas (Mitsubishi, Mitsui, C. Itoh, Marubeni, Sumitomo, Nissho, Tomen, Kanematsu and Nichimen) in fiscal 1979 exported

49.9 percent of total exports from Japan² (machinery 50% ; steel products and other metal products 80% ; textiles 60% , etc.³). Thus, Shoshas were worthy of their names as the nuclei of export activities of Japan. The total number of Shosha, including medium- and small-sized ones, is well over 8,600.⁴

Although they still account for more than one half of Japan's imports and exports, they are faced with a gloomy future and are "losing major justifications for our existence."⁵ Their basic formulae—high volume, small commission and low risk—have fallen victims to the world recession. Thereafter, there has been a vital shift made in Japan's economy: from energy and heavy industries to high technology and service orientation.⁶ Nowadays, leading Shoshas are only involved in the exports of steel, ships and metal products (only three major items!) out of ten major export items,⁷ the rest all being taken care of by manufacturers and their export subsidiaries, plus medium- and small-sized trading firms.

Such being the case, all Japanese leading Shoshas are groping their way to finding new fields of activities besides triangle trade and counter purchase, such as joint ventures on communication industries (INS, VAN, CATV, etc.) and biochemistry. Whereas, high-technology areas—automobiles, taperecorders, scientific/photo apparatuses, O.A. machines, semi-conductors, motorcycles—are now being handled by manufacturers themselves, free from Shoshas.

2. Shosha-Style Communication Seen in College Textbooks

(1) Low-risk policy: middleman without responsibility

Except for the import / export of natural resources / products such as agricultural produce and mineral ores which all permit speculative buying and selling, Shoshas handle their export transactions on a hedging basis, whereby the Shosha discloses to the Japanese manufacturer and the overseas buyer the contract terms between the Shosha and the other party, thereby hedging all responsibilities to the manufacturer and to the buyer for defects of the goods, delivery, payment and all other basic terms and conditions.⁸ This practice is commonly known as the “right-to-left” or “playing-both-ends-against-the-middle” principle.

This naturally leads to minimal gross profit under severe competition among Shoshas—commonly below one percent of the contracted price.⁹ This principle inevitably results in the “we-are-not-responsible-but-the-manufacturer / supplier-is” type of communication. Also their primary concern in obtaining percentage commissions tends to preclude their serious concern over the manufacturer’s pride in its product’s high quality. All these characteristics are reflected in many sample letters / expressions seen in college Business English texts.

From the Shosha-oriented expressions found in college text books numerous examples have been selected for this study.

Here it must be clarified that (i) the writer is fully aware that these expressions are, in many cases, useable by foreign trade companies as long as such expressions observe the basic principles of communication but (ii) the writer finds it absolutely necessary to show also a manufacturer-oriented communication style which is becoming essential in Japan for smooth foreign trade practice. The types of Shosha-oriented lines given in this study are as follows:

(a) Self-introductory letters (first contact)

The Shosha has a variety of departments, each of which handles a specific product line. This results in the Shosha's self-introduction letter being too general in specifying what the business line is. Without illustrated catalogues, company brochures and other reference materials enclosed, the Shosha's first introductory letters which appear in college Business English text books are all but ambiguous, if not outright ineffective, only to be thrown into the recipient's waste paper basket.

(b) Inquiry and Offer

The Shosha is inclined to make it appear as the "middleman" on all inquiries on prices, delivery terms, payment and other major terms of export, shifting the responsibility to the manufacturer and/or supplier.

(c) Shipping

Delayed delivery, emergencies at factories and all other contingencies tend to be attributed to the manufacturer or supplier, and such communication does not usually specify in constructive and specific terms what can be done and by when.

(d) Claims

True to the hedging (“right-to-left” or “playing-both-ends-against-the-middle” practice), the Shosha’s communication in response to the overseas party’s demand for adjustment tends to be casual at best, passing the buck to the relative manufacturer, who in turn, will have to fight alone against great odds.

(2) Teachers of Business English

Textbooks laden heavily with Shosha-oriented expressions are, of course, written by college teachers of past business experience as Shosha-employees. They comprise the majority of Business English teachers in Japanese colleges, augmented by English-major scholars with little, if at all, business backgrounds; the number of teachers who have years of export experience in manufacturing companies is all but negligible. Thus it is no wonder why many college Business English text books are written with emphasis placed only on the

Shosha as being between the manufacturer / supplier and the importer.

(3) Students' Communicative Ability in English

The insufficient, if not poor, communicative ability of college students in Japan in English makes it mandatory in many colleges that all sample English-written letters and "useful expressions" be read, translated into Japanese, and memorized for writing stereotype letters. To memorize the Shosha-oriented expressions, without ample analysis of the situation involved and without thought on the basic principles of business communications, leads to often heard complaints that the text books cannot be used for any communication situation different from what is specifically written in the text-books.

Since such complaints come mostly from the way Business English text books are written purely for Shosha-type readers, with little reference to more basic business communication principles which can find broader application in all communication for any business, it is essential to put more emphasis on manufacturer-oriented communication examples in such text books, especially for those readers who are prospective or current employees of manufacturers engaged in foreign trade activities.

Part II. Study of Examples

In this part a number of Shosha-oriented expressions found in various college textbooks on Business English (or Foreign Trade English) in Japan will be examined and modifications suggested to better benefit manufacturers who are engaged in their own export of high-technology goods. According to the ordinary progress of foreign trade communication, communication for (i) self-introduction, (ii) inquiry and offer, (iii) shipment and (iv) adjustment will be examined from the manufacturer's standpoint with emphasis on the basic principles of communication.

1. Self-Introduction

The expressions cited here all indicate "close connections with manufacturers," the names of which are not clearly identified due to the leading role Shoshas used to play in export trade. Coupled with excessive use of adjectives, the lines, in the first place, carry no substantive force of persuasion and might even be open to suspicion entertained by the reader unless the writer's enterprise is widely known. All Shosha-oriented expressions given hereafter are marked as (a), (b), (c), ... and the suggested modifications as (a'), (b'), (c')...

(a) Introduction full of flourishes

"In introducing ourselves to you, we are pleased to say that for a good many years we have been engaged in shipping... of all descriptions to all over the world enjoying good reputation. Be-

cause of our excellent organization for conducting export business and close connections with the best sources of supply, we may say that should you favorably consider our proposal and favor us with inquiries for your specific requirements we are in a position to supply you with A1 goods at competitive prices.”¹⁰

(Note) The information is, first of all, replete with inconcrete flourishes which, unless substantiated by supporting additional information (e. g. enclosures), is ineffective at best in drawing the reader’s attention and interest. The manufacturer’s self-introduction cannot follow this time-honored Shosha style.

(a’) “Well known by our trademark ‘AUTOWEIGH’ the world over, our sophisticated automatic scales are now in demand at all food processing plants who are striving to achieve high-quality food products with rigorous cost effectiveness (please refer to the list of major users enclosed).”

(Note) This example for the manufacturer of automatic weighing machines does not mince words, and focuses on its scales with the help of enclosed supplementary information for concreteness.

(b) Numerous choices of manufacturers

“Our connection with the manufacturers of . . . products are both numerous and extensive, and you can be sure that any order you may send us will be executed at the most favorable prices and in the best quality obtainable.”¹¹

(Note) This expression can only be used by the exporter who

has numerous manufacturers and suppliers to choose from for textile products and not fit for the manufacturer. The second half of the sample is nothing more than a cliché.

- (b') "All our world acclaimed products are the result of extensive and costly research and development. We take pride in exporting the world's top-quality products backed by our engineers' constant quest for turning "impossible" into "possible."

(Note) This proud tone —as long as the information is true —works to cover the manufacturer's rather exclusive pricing policy due to the superbness of its products (as are seen in Sony's case).

(c) Special connections

"As we have special connection with the maker, we can offer you very good terms."¹²

(Note) The reader wonders why the name of the manufacturer is not disclosed.

- (c') (As the manufacturer's export subsidiary) "The world-famous Tanaka Dying and Printing Works, for whom we work as the exclusive export agent, is the foremost leader in this novel cost-saving printing technique in Japan, which permits amply competitive prices as you can see from the enclosed price list."

(Note) This example implies that the quality of its products is not overlooked for the sake of competitive prices.

(d) Connections with reliable manufacturers

"We have been in this business since 1960 and have good connection with reliable manufacturers in our country."¹³

(Note) The word "reliable" denotes that there are many "unreliable" manufacturers in this country.

(d') "Since 1960 our innovative O.A. system has achieved spectacular success; we now have our overseas offices and subsidiaries at seven major commercial centers of the world as shown in the enclosed company brochure. For specific information, please call our resident representative listed."

(Note) Concrete information with easy-to-reach overseas offices can induce the reader's interest and action.

(e) Constant touch with manufacturers

"Our strongest items at present are all kinds of . . . , etc.. We are in close and constant touch with our manufacturers, and consequently we are in an excellent position to secure the most favorable and best prices."¹⁴

(Note) The last line "most favorable and best" is an example commonly found in textbooks.

(e') "As our ALFAMAC N.C. cutting machines are now found in leading machining centers in your country, any of the users can convince you of the high cost-effective performance of our ALFAMAC machines all custom-made to meet users' specific budgetary requirements."

(Note) Numerically controled machines are, by nature, high-

priced. In this instance the writer invites the reader to meet the users who, the writer is satisfied, can testify to the excellence of the manufacturer's products.

(f) Direct connections with manufacturers

"In this line of business we enjoy a specially advantageous position as we have wide and direct connections with the first-class manufacturers in Japan."¹⁵

(Note) As seen in other examples, the "wide and direct connections" are not clear enough. The manufacturer, in writing its own letter, must focus on its products.

(f') "Through cut-throat competition both in Japan and overseas, we have always maintained our prestige as one of the five top manufacturers of sophisticated automatic welding systems for the world's shipbuilding industries."

2. Inquiry-and-Offer Stage

In corresponding with overseas parties with regard to inquiries on prices, delivery terms, payment and other major points for export, the Shosha tends to instinctively try to emphasize their position as the "mere middleman," putting responsibility on the manufacturers' and suppliers' shoulders. The manufacturer, of course, has no such recourse.

(a) (No offer possible) "Whilst we thank you for your enquiry of 20th March for the above material, we regret that at present

our manufacturer's production facilities for this type of material are so fully occupied by their present commitments that we are unable to offer reasonable deliveries."¹⁶

(Note) The manufacturer's production capacity is not mentioned, let alone its "commitments." Besides, the sentence is old-fashioned.

(a') "Thank you very much for your inquiry of March 20 on this widely acclaimed product. We are afraid you will have to wait for an end-September shipment because our production capacity remains 15,000 tones a month up to next February when our additional production line is completed.

(Note) While Example (a) betrays the air of reluctance on the part of the writer, Example (a') is more to the point and convincing.

(b) Delayed sample

"The sample of. . . , No. A 1029, was sent you on the 4th of this month. It could not be sent earlier as we obtained it from the manufacturer, . . . , only at the end of the year."¹⁷

(Note) A typical example of the Shosha exonerating itself from the delayed sample delivery because of the implied fault of the manufacturer.

(b') "We sent you by air freight five samples of A 1029 on August 4 as we informed you on the same day by telex. Due to the redesigning of production lines for this product according to the newly developed formulae, we could not send you the sample

sooner.

(Note) The reason for the belated sample is clearly given and an earlier telex cited. (In a situation of this nature, it is mandatory to inform the other party first, by telex or facsimile, of the anticipated time frame of the sample delivery.

(c) Belated answer

"When your inquiry reached us, our factory was so busy supplying to the domestic market that we were unable to obtain any offer from them. We have therefore held up the matter until today. . ." ¹⁸

(Note) Although the words "our factory" are used, the manufacturer appears to be a different entity. A tactless excuse for a delayed reply to the reader's inquiry.

(c') As we indicated in our facsimile information of July 4 (No. 847041), the rush of orders for the domestic market forced us to concentrate on domestic distribution for the months of May and June. Now that the high domestic season is half over, we are glad to offer you as follows:"

(Note) The manufacturer would be to blame for any delay or mishap as long as it does its own export. If the manufacturer can keep the other party well informed of its circumstances, excuses such as Example (c) are not necessary.

(d) Packed production schedule

"This is to acknowledge with thanks receipt of your favor of 24th inst. Although we contacted with our maker with much effort, we regret that we must inform you that we cannot accept the shipment you insisted upon, due to the fact that the spinning space is very, very tight now. . ." ¹⁹

(Note) The emphasis on the exporter's "effort" made in contacting the manufacturer is written, but the whole text does not tell any complex circumstances involved (the textile industry is still being assisted by Shoshas).

(d') "Thank you very much for your inquiry of August 24. The spinning space is exceptionally tight this month due to sudden rush of orders. The earlier possible shipment of your order would be for end-October."

(Note) Concreteness and conciseness are essential.

(e) Delayed sample delivery

"We found that the standard quality supplied to the domestic market would not meet your requirements, and the manufacturer promised us to specially prepare a sample of suitable quality for your market. It has taken longer than expected to get the sample made, but we hope to be able to send it to you soon." ²⁰

(Note) This example is a somewhat vaguely worded interim report pending the sending of the requested sample, pinning the blame on the manufacturer. However, the exporter could have certainly informed the other party earlier about the delay.

(e') "Although we wrote you in our letter of May 28 that our sample meeting your specific requirements would be made by June 15, the rigorous testing according to your specifications eventually required a much more sturdy sample as we informed Mr Ahbad Rabindranath, your resident representative, by telephone of the possible delay on June 15. Our tentative target date for your sample is July 15, but if there should be any further time necessary, we will telex you before July 1."

(Note) Direct communication between the manufacturer and the overseas party demands much more precise information than Example (d) to meet the latter's need. Besides, engineers' zeal for perfection should also be told between the lines.

(f) Underquoting

"We have just checked with the supplier concerned, and he states that his price on...remains unchanged, and that he is not offering to anyone lower than to us."²⁰

(Note) The supplier's name, of course, should be revealed for more credibility.

(f') "Enclosed is the copy of our offer to Three Star Inc., which shows identical terms as those we offered you on September 30. You can readily see that we are not selling our product to anybody on more favorable terms than to you."

(Note) A piece of evidence, if there is no fear of it being used by the reader for ulterior motives, can best clarify the manufacturer's position.

(g) Lower price possible?

“This is the best price obtainable today, but in view of the market being rather unsettled, we may be able to induce suppliers to accept a little lower price, with your firm bid in our hands.”²²

(Note) The manufacturer of high-technology products, convinced of the superior quality and product prestige, would not budge in such a case.

(g') “Our price, as you mentioned in your January 11 telex, is a little higher because of its superior design which permits higher cost-saving performance. With the longer service life and almost minimal up-keep cost, our machine is, in a long run, the least expensive machine.”

(Note) The manufacturer, firmly believing in the technical superiority of its product, may not respond casually to a request for a price reduction.

(h) Manufacturer's export advantage

“As we already informed you, this company, different from the other three, conducts direct export business. For this reason they are most thoroughly acquainted with foreign markets. Consequently, they are versatile enough to cope with the changing market situations both at home and abroad. In this sense the other three companies cannot rival the Toyo Manufacturing Co.”²³

(Note) This example eloquently portrays the advantageous position the self-exporting manufacturer is in.

(h') "As we do all export business directly without Japanese foreign trade firms, we can utilize our thorough knowledge of the markets in all parts of the world. The three companies you mentioned in your August 3 letter do not export directly. Since they utilize medium-sized exporters, they cannot adjust their production quickly enough to cope with the ever changing market situation."

(i) Risky production

"Although relative letter of credit has not reached us yet, we, in the meantime, instructed our manufacturers to go ahead with the production of the goods."²⁴

(Note) In countless cases, production prior to the arrival of the relative letter of credit results in unfortunate circumstances, especially where the goods in question are custom-made and highly priced, not like the mass-produced, low-priced items.

(i') (Telex message)

"ATTN MR CHANG DIRECTOR
RE: SCAVENGER RN 512-N 520 UNITS (YOUR ORDER 1432)
PLS OPEN L/C ASAP. UPON RECEIPT OF THE L/C, WE
WILL BEGIN PRODUCTION OF YOUR ORDER. IF THE L/C
DOES NOT ARRIVE BY FEB 2, THE END-FEB SHIPMENT IS
NOT POSSIBLE."

(Note) For custom-made products on a letter of credit basis, the manufacturer must take a firm attitude, asking for the earliest L/C, because such products, once made

and left unshipped, may not be able to find another sales outlet for quick disposal.

3. Shipping Stage

True to one of its characteristics, the Shosha takes advantage of its position to shift its responsibility to the manufacturer or supplier for any irregularity happening at the shipping stage as well. However, the fact stands that, unless it is a mere "neutral" agent, it must shoulder the apparent primary responsibility, whether it can subsequently pin the blame on the manufacturer under realistic Shosha-manufacturer relationships or not.

(a) Delay in manufacture

"The mills say that some delay in the manufacture of January goods would be inevitable... Though the delay is beyond our control, we are no less sorry for it, and shall be obliged if you will kindly understand the situation and obtain your client's consent."²⁵

(Note) Whether the delay is beyond the Shosha's control or not is a question to be ascertained in accordance with the terms and conditions of the relative sales contract. The second half of the sentence (especially "we are no less sorry for it") is wordy "commercial correspondence" of the bygone days.

(a') "As we have reported by facsimile, the union's strike ran for four days beginning August 4. The strike is, as provided in

our General Conditions of Sale (paragraph 6.4), entirely beyond our reasonable control, constituting a Force Majeure case. As it is expected to be over in a few days, we will then make every possible effort to ship your order by end-May.”

(Note) The manufacturer must answer for any consequence of its contractual performance. Therefore, in this case force majeure is cited and its effort for the earliest shipment emphasized on a concrete basis.

(b) Strike at the factory

“We must inform you that the workers of our manufacturer, with whom we placed our order No. M-20 Copying Machines, have gone on strike, as the result of their recent labor dispute.”²⁶

(Note) Although the words “our manufacturer” are used here, the manufacturer apparently is an independent entity. While such a contingency can be covered under the “force majeure” clause of the sales contract, the more important information is (i) how long the strike is expected to last and (ii) how soon the goods can be manufactured and made available for export shipment.

(b’) “The strike about which we telexed you last week (August 28, #83050184) is anticipated to last until, at the earliest, September 5 due to strong pressure coming from the union’s upper organization GCLU. We will, of course, manufacture your order just as soon as the strike is over for the earliest shipment—hopefully end-September. We will keep you informed by telex.”

(Note) This information covers the two points noted in Exam-

ple (b).

(c) Delay in shipment due to an explosion

"We regret to inform you that a casual heavy damage by explosion in our makes's factory has made it impossible for us to ship the goods of your order No. 50 by the time stipulated."²⁷

(Note) Information of this nature should go by telex or facsimile.

(c') (Telex message; body only)

"POLYMARIZATION TANKS EXPLODED AT 18:00 JPN TIME TODAY, CAUSING HEAVY DAMAGE. CAUSE STILL UNKNOWN. REGRET WE CANNOT SHIP YOUR ORDER NO. 50 (CAPROLACTUM NYR-66-8123 550 TONS) BY MARCH 31. FACSIMILE LETTER FOLLOWS, RGDS,"

(Note) This information requires swift and efficient follow-up.

(d) Delay in shipment due to "derangement"

"We greatly regret to inform you that a temporary derangement of machinery in our maker's factory has rendered us unable to ship the goods of your order No. 1 by the 25th August as arranged. We assure you that we will take every precaution against such an incident in the future."²⁸

(Note) A similar tone as found in Example (b). It throws no light whatsoever on the nature of the "derangement"; it appears that the "assurance" made by the exporter—who assumes no responsibility for the occurrence—is detrimental to the manufacturer, because the accident

sounds very much like the result of the manufacturer's gross negligence for which the manufacturer may subsequently be facing stiff damages for non-performance.

- (d') "The inspection after the overhaul of our production lines, including one for your order, was carried out by the regional Labor Standard Inspection Office with unprecedented thoroughness in view of the acutely increasing accidents elsewhere. This unexpected two-week inspection has disrupted our projected production, whereby we have to ask for the extension of your Letter of Credit's shipping deadline for two weeks up to September 9 by telex."

(Note) In this case, the cause of the delay is not "derangement, cause unknown" but the unexpectedly long official inspection. The manufacturer cannot lightly talk about "accidents" which could have been avoided with sufficient care. Therefore, it is simply not possible to discuss the "accident" like the exporter in Example (c).

- (e) Supplier's delayed delivery

"The letter of credit came in yesterday, but we regret to find that our supplier cannot get the shipment out here before the expiration of the shipping time—November 30."²⁹

(Note) Is the supplier, not the exporter, to blame for the delay?

- (e') "Your Letter of Credit arrived yesterday, November 10, while the sudden quality inspection conducted by the ABS resulted in

a three-day delay last week. As soon as our final production plan schedule becomes clear, we will telex you for an extension of the Letter of Credit."

(Note) The manufacturer has no party to "pass the buck" to; therefore, it must shoulder the burden of consequences barring cases of force majeure. This makes it mandatory that all circumstances be explained with clarity and concreteness to leave no room for allegation of non-performance.

(f) Shut-out goods

"These goods were delayed in reaching us from the factory, and then shut out of the S.S. "YAMATO MARU." ³⁰

(Note) This casual explanation, lacking in concreteness, cannot be used by the manufacturer, whose direct responsibility for the delay calls for more exact explanation of the situation.

(f') "As we telexed you briefly yesterday, May 2, the generator (Crate #5) stowed in good condition in the Carrier's marine container HTU 385910 at our Uji works on April 20 sustained slight exterior damage through the forklift-mishandling of the Carrier's terminal in Kobe. Although we have the Carrier's statement of fact (a copy enclosed) holding itself liable for the damage, we took the damaged generator back to the factory for immediate check-up, thorough repair and, upon completion of the repair, the re-inspection by the Association. As the repair and the inspection had to be performed during the bridged

holiday (Sunday, May 3, through Wednesday, May 5), the whole shipment could not be in time for the “YAMATO MARU” which left Kobe on May 3.”

(Note) The manufacturer, even if it can exonerate itself from responsibility for the damage of its goods in transit, may not be satisfied with sending its damaged goods overseas if such damage has come to its knowledge before shipping it on board an ocean vessel.

4. Complaint-related Expressions

As noted in the Introduction hereof, the Shosha-oriented expressions designed to hedge the exporter’s responsibility and liability are most blatantly shown in a great number in college Business English text books when dealing in complaints / claims coming from the overseas importer. The manufacturer, naturally, cannot hedge responsibility but is duty-bound to give much more responsible and—on many occasions—resolute responses as the exporter.

(a) Overshipment

“We immediately took the matter up with our manufacturer, and have ascertained that this overshipment was made through an error on their part... and wish to report to you that the necessary steps have been taken to prevent its recurrence.”³¹

(Note) Entirely vague. What must be clarified by the manufacturer are (i) what was the nature of the error, (ii) what concrete countermeasures have been taken and (iii) what is to be done about the overshipment,

documentation-wise and delivery-wise.

- (a') "We have looked into the overshipment mentioned in your telex of January 29, and found out the case: our shipping clerk inadvertently had 390 units stuffed into the container in place of 385 units at our Osaka Factory on December 1 in the flurry of the peak shipping period, and the filled container was documented as carrying 385 units. Since the goods are already customs-cleared at your side without incident, may we suggest, with our apologies, that you keep the 5 units free of charge. We have just implemented a fool-safe delivery procedures to avoid recurrence of accidents of this nature."

(Note) Judging from the tone of Example (a), the overage was not a problem with respect to banking and customs clearance. Of course, mishaps cannot always be as simple as this case.

(b) Mispacking

"On investigating the matter at once, we found this had been caused through the mispacking of the weaving factory. . . Please rest assured that we strongly requested the factory not to repeat such a mistake."³²

(Note) The commonly seen "we-are-not-responsible" attitude, together with a "don't-do-that-again" posture toward the manufacturer, is apparent. This type of unsubstantial report is not fit for the manufacturer, upon whom the future credibility rests.

(b') "We have closely studied the mispacking noted in your September 1 letter, and found out, to our dismay, that the records show # 15385 (three rolls) as packed in Container WTU 390791 in place of # 15358(three roles).

As it so happens that your order # 84085 lists five rolls of # 15385, we would like to ship, along with our appologies, three rolls of # 15358 by MS CALIFORNIA BEAR leaving Osaka around September 17 together with two rolls of # 15385.

Our shipping department has implemented closer counterchecking of all rolls for export according to the new operation procedures enclosed."

(Note) Prompt response to the other party's inquiry, with the cause of the trouble found out and the concrete measures taken, can work to cement close business relationships.

(c) Inferior quality

"On opening the samples we were greatly surprised at the inferior quality of them, and if the bulk of the shipment be as bad as these samples, the award of the arbitration must be recognized as justified.

Leaving the cause of the goods growing worse in quality to later study, we have conferred with our suppliers, persuaded and prevailed upon them that your claim should be paid at once."³³

(Note) This approach to the "inferior quality" should have no place in the manufacturer's communication. Questions naturally arise as to (i) how the samples were taken,

(ii) by whom (by an accredited independent party fully qualified for testing these samples), (iii) whether there is any arbitration clause in the relative sales agreement, and (iv) if the arbitral award has been duly made.

At any rate, the writer here is playing the roles of both prosecutor and judge, away from the safe distance.

(c') The samples you have sent us are under close examination by our laboratory staff. In the meantime, could you arrange for an official quality survey of all unused portions of the shipment by Lloyd's marine surveyors as soon as possible, so that we may cross-study their survey results with ours.

(Note) This example carries no emotional commitment; appropriate "independent survey" of the remaining part of the shipment is suggested. This mildly implies that the sampling was not performed by such an independent body. The manufacturer must answer for the inferior quality of its products, if any, should it be proved beyond any reasonable doubt through an unbiased examination of the shipment.

(d) Inferior quality

"We could not understand why you regarded the quality "not same as sample." At any rate, we conveyed your claim and consulted with our makers. They flatly refused it, saying that there could not have been any difference at all between the original and the shipping samples. They even criticized your standing, considering your demand to be so-called "market claim," due to the general fall in the market price."³⁴

(Note) This emotional example well illustrates the “mailman” approach, the writer running back and forth between the importer and the manufacturer. Perhaps the writer is in agreement with the manufacturer in calling the claim as a market claim.

(d’) “We have looked into your May 2 request for an adjustment due to the inferior quality. Enclosed is a copy of the inspection certificate issued by... of Nagoya with regard to quality, quantity and workmanship under Clause 6 of the Sales Contract. As your claim came one month later than the contractual claim-deadline and is not substantiated by the documents under Clause 7 of the Contract, we cannot accept your request this time.”

(Note) Emotional approaches are instantly met with emotional counterattacks. A dispassionate, objective approach taken by the manufacturer warns the other party of the well-organized defense line of the writer.

(e) Mistaken assortment

“We regret to have caused you inconvenience. The bad assortment was due to the mistake made by our manufacturers, when they packed the goods. We warned them that they should pay more attention to the packing.”³⁵

(Note) This example does not refer to what measures the writer must take to redress the reader’s inconvenience. Furthermore, the second sentence does not mean anything specific enough to convince the other party.

(e') "We have today sent you by airfreight (JAL FL002 to New York) the correct assortment for Carton #52 of your order #104. The mistaken assortment of the original Carton #52 was due to the oversight by our delivery workers under heavy shipping pressures.

As for Carton #52 now in your hand, please re-ship it to us by the earliest possible airfreight at our cost."

(Note) As long as this sort of immediate step is justified cost-wise and for better customer-relations, the manufacturer can restore its credibility by means of the step noted herein, unless customs- and export/import banking-requirements adversely affect such a step.

(f) Quality unquestioned

"As these articles are manufactured by . . . , one of the most reliable and foremost factories in Japan, we handle them by simply naming their brand and quality number without questioning their quality."³⁶

(Note) Could such a naive attitude be justifiable for the manufacturer if it wanted to pin the blame on its "highly reliable" subcontractor?

(f') "We have immediately looked into your information on our product TAKT 312B, and found out that your shipment was twice inspected under our rigorous quality-control procedures, without any irregularities found (please refer to the inspection record copies enclosed).

As this issue has vital bearing on our well-earned reputation,

we are sending to your factory our resident sales engineer Mr Tadao Takabatake by the end of this week to closely examine our product for whatever step may be necessary.”

(Note) The manufacturer, much more concerned with its technology and quality control than with “getting out scot-free,” must examine the cause of any request for adjustment from technological as well as business angles, even if bearing considerable cost therefor.

(g) Market claim

“At any rate, on receiving your telegram of October 3, we carried your claim to the makers, who flatly denied its acceptance, insisting that there could be no such difference between the two. They even consider your demand to be a market claim, which it is, of course, difficult for us to believe in view of our long pleasant relations with you.”³⁷

(Note) This example strongly implies—under a guise of the manufacturer’s opinion—that the issue is indeed a market claim. However, the “flat refusal” has to be substantiated by solid facts in order to be more convincing.

(g’) “As the result of the joint survey conducted on March 28 at your premises, every automatic press shipped was found in perfectly good condition (please see the authenticated copy of the Survey Report). You will appreciate, we do believe, that we are not in a position to entertain your claim this time.”

(Note) The manufacturer can, without any emotional lines, re-

fuse the other party's claim on the basis of solid facts.

C o n c l u s i o n

With the realization that many large- and medium-sized manufacturers of high-technology products are earnestly engaged in direct foreign trade operations with no or little help from Shoshas, it is not advisable to initiate prospective employees of such manufacturers into college Business English text books replete with Shosha-oriented communication policies, which policies are often at odds with the interests of manufacturers.

Therefore, besides the study of basic principles of communication and business psychology, the writer advocates Business English textbooks which do include letter- and expression-examples protecting the manufacturer's business interest in the arena of foreign trade as one of the most urgent steps to cope with the advance of self-exporting manufacturers. The writer has tried to suggest in this article some specific ways in which the manufacturer's business communications differ from the Shosha's communications. Manufacturers should not be handicapped by the lack of knowledge of foreign trade communication.

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