

THE USE OF AUXILIARY IN THE ARGUMENTATION PROCESS

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Abstract

Auxiliaries are used to manipulate the pre-contract and during the demonstrations where the partner/ partners attend to see the product, the quality, the experiment. At the same time, it may show some negative elements of the former product or of other partners from the market, that has a similar product by certain arguments: old-fashioned, inefficient, poor security, compared with the new practice, modern, safe, cost- effective.

Key words: argumentation, databases, development process, negotiation.

INTRODUCTION

The quantity of information obtained from several strictly confidential sources, necessary materials, documents supporting the team (Hall A., 1966).

MATERIAL AND METHOD

The qualities of a product should be displayed on every possible occasion, as the partner believes more what she can see than what the specialist says (Biberi I., 1972).

Consider the following examples:

Utterance (Drucker P., 1960): notice how silent the engine is; you can drop this shock-proof watch and it will still keep working; feel how solid and smooth this carpet is; how do you find this new food product; women will surely love the fragrance of this after-shave lotion

Demonstration (Dumitru I., 1989): let him/her listen; drop the watch; let him/her feel it; let him/her taste it; let him/her smell it

Sensory perception (Detesan A., et. al,1981): hearing; sight; touch; taste; smell

Several materials can be used in the argumentation process, such as: (Enatescu V., 1987)

- brochures, catalogues, technical files, samples, tables, diagrams, statistics, pictures of the equipment, copies of the orders received from other partners satisfied with the quality and the resistance of the product, quality certificates issued by specialized laboratories, articles printed in the specialized press

- if the partner shows signs of eagerness to sign the contract, auxiliaries will be completely left out, as the aim is to sign a contract, not to hold a conference

- the specialist has to get used to handling the auxiliary material before the meeting, so that everything will go on smoothly

- the partner will be invited to take an active part in the demonstration (e.g. try the car in a race)

- for the product to be replaced, the negative aspects will be highlighted: old fashioned, ineffective, low safety, etc.; as for the new product, the positive ones: useful, modern, safe, economical, effective, etc.

On how to increase the effectiveness of the argumentation: (Erdős I., 1980) talk less and listen more; do not cut in on the partner because it is annoying and it can hinder communication; speak calmly and with determination; avoid aggressive attitudes do not rush into presenting your point of view first; rephrase the objections of the partner as soon as you are sure having understood them figure out which are the main points and be steadfast in following them do not make useless digressions and temper the possible tendency to digress of the partner try to show your 'pros' for a point of view rather than your 'cons', as people prefer cooperation in solving an issue; begin the negotiations by first presenting those aspects that would lead to an agreement without raising any major problems; when there are two messages to get across, one of which is positive and the other negative for the partner, it is advisable to begin with the positive one; the argumentation is more easily accepted if it focuses on the similarities existing between the two partners' points of view, and not on the differences; the agreement is easier to reach when its aim is emphasized; ideas that first stir one's needs and only then give information about how to satisfy them are easier to remember; when discussing in opposition, it proves more effective to present one's own point of view at the end; the beginning and the end of a message are easier to remember than its body; repetition makes an idea easier to remember and to accept; avoid using words and expressions that could annoy the partner (e.g. a generous/reasonable offer); avoid engaging in 'the spiral defense-attack'; signal your behavior in advance (e.g. 'May I ask a question?'); avoid stating bluntly 'I do not agree with you'; first explain your reasons for disagreeing and only then state the conclusion test whether the argumentation has been understood and make summaries; express your own feelings, thoughts, fears and reasons in a loud voice, so as to induce the partner a feeling of safety and trust, of 'playing with all the cards on the table'; prevent the arguments from weakening; sometimes too much explanation can weaken the strength of the conclusion and give the partner more possibilities of counter argumentation make intensive use of clarifying questions; avoid making a

counter proposition immediately after the partner has put a proposition forward

Elements of price argumentation: (Georgescu T. et al, 1980)

In order to persuade the negotiation partner regarding the competitiveness of the required price, the following aspects should be taken into account:

1. The price documentation should be well prepared in advance (quotations, competitive prices, auction prices, stock exchange quotations, comparisons, etc.).

2. The price negotiation may be approached during or in the final phase of negotiations, depending on the product offered, the partner, the situation, etc.

3. The more the partner needs a certain product, the easier it is to approach the price issue.

4. From a psychological point of view, the price should not be presented as an absolute dimension. Even the lowest price presented in its absolute size seems to be higher than it really is.

5. Discussing the needs and the interest of the partner for and in the product is preferred at the beginning.

6. Further on, the product offered is to demonstrate that it meets all the needs and the requirements of the partner.

7. A comparison of the offered product with products found on the market and having lower features is to be performed. In this respect, thorough technical and economical knowledge, as well as detailed information about the competition, increase the effectiveness of the argumentation.

8. The economic gains provided by the purchase of the product are to be shown.

9. The negotiation team should wait until the buyer takes interest in the price on his/her own initiative. This is a sign of the partner's interest in the product.

10. When the price is presented at the partner's request, this will be done without any hesitation, pointing out the advantages provided by the purchase (Goldmann H., 1968).

11. In case a range of prices is presented, it is suitable to start with the highest price. It is easier to get down than to get up the price scale.

12. Price is an important element in matters of sales, but not the only or the most important one.

13. Should the partner express interest in discussing the price in detail, it is advisable to begin with the presentation of those facts that come to prove the utility and the efficiency that the product brings to the partner, and not with data concerning the raw materials, the production expenses,

etc. In this respect: (Georgescu T., 1979, Harell T., 1970) a comparison with similar but more expensive products on the market is to be forwarded (well-known trademarks, etc.); the presentation is to be made in relation with the savings that the partner will obtain by purchasing the product in question; the presentation will first include the entire period of use (from 5 to 10 years), which will then be narrowed down to the year, term, month, day; focus will be placed on the instance when the price will substantially increase in the following period, due to inflation or any other factors.

14. The specialist is not allowed to consider the price of the product s/he offers as 'too high'. Are there 'too expensive' products? The answer is 'too expensive in relation to what?' (ROLLS ROYCE shows that after having been paid, the price is quickly forgotten, and quality is all that counts)

15. To demonstrate the advantages of the product, as well as of some of its special features or performances (Kottler P., 1967)

16. To compensate for the high price of a product with all its other favorable features

17. To lessen the difference in price between the product in question and that of the competition, according to the total value of the transaction, as well as to the other contractual terms.

18. To use small measure units in order to diminish the psychological impact

19. Amortization - when dealing with machinery or other technical devices, the price should be considered in relation to the entire running period of the product (Ikle F., 1964)

20. Analogy - comparing the price of the product to the expenses met in other activity fields of the partner

21. To point out the relative nature of the price as compared to the advantages provided by the product

22. To choose the payment terms preferred by the partner

23. To satisfy the immediate needs of the partner

24. Looking for and contacting the buyer on one's own initiative has a benefic impact on negotiating the price, as compared to the transactions initiated by the partner (Karrass C., 1974)

25. To meet the customer's requirements by adapting the product to his/her specific needs (Keith Rossignol M., 1973)

The technique of counter argumentation in negotiations

No experienced negotiator will wholly accept the partner's arguments, even if s/he basically agrees to them (Malita M., 1972). The counter-arguments represent 'the presentation and defense of one's own point of view, following the exposition and argumentation of another standpoint presented by the negotiation partner' (Marsh P.V.). One's own point of view

is indirectly defended by rejecting the partner's arguments, by criticizing the premises or the logical procedures that have led to a certain conclusion, by expressing objections against the partner's offer and the way it has been argued, respectively (Maslow A., 1970).

The counter-argumentation begins: (Nierenberg G., 1978)

a. by making a thorough analysis of the partner's arguments, by identifying the ideas underlying the conclusions, as well as by emphasizing their effects upon the development and completion of the negotiations; b. by analyzing the structure of the partner's arguments, as well as the weak points met in the arguments; c. by building up own arguments, using both the idea presented by the partner and new data and premises; d. by communicating the counter-arguments, i.e. by presenting the team's conclusions and by emphasizing their effects; e. by making sure that the counter-arguments have been understood by the partner and by checking whether they have been accepted as well. It is important to mention that it is not advisable to forward a counter-proposition immediately after the partner has advanced a proposition (M.C.E.C.E.I., 1976). During this time span the partner manifests the weakest receptivity towards other points of view, as s/he is still engaged in presenting his/her own position and he may consider a counter-proposition as a disagreement to his/her own position or as an intention to hinder the negotiations (Nastasel E., 1980). An effective method of building the objections is based upon pointing out the wrong ways of bringing arguments. In this respect, one can identify: (Stoian I. et al., 1973)

- a. the argumentation based on hasty generalizations;
- b. the argumentation based on prejudice;
- c. the argumentation by means of which the partner's position is contradicted using his/her own ideas;
- d. the argumentation that lacks knowledge or information about the issue under discussion, and that requires the interlocutor to prove the opposite;
- e. the argumentation presenting the same idea in both the premise and the conclusion;
- f. the circular argumentation, which reaches the initial idea after a several contradictory arguments;
- g. the objection may concern the conclusion of an argument (ambiguous arguments, unachievable arguments, insignificant, contradictory arguments, the impossibility to prove the argument, an insufficient number of arguments for generalizing an idea, subjective arguments, arguments having no connection to the conclusion, etc.);

Strategies, tactics and techniques of negotiation attitudes adopted by partners during negotiations. Some of the possible attitudes negotiators may adopt during debates are the following: (Stoian I. et al, 1986).

Cooperation - it is the most frequently encountered attitude when partners with great reciprocal interests meet at the negotiating table. This attitude implies that the negotiating teams are in very good terms and in many cases this is the result of certain previous common, commercial relationships based on trust and reciprocal gain (Popescu - Neveanu P., 1978).

Hostility - it is completely opposed to cooperation and it is characterized by each partner's tendency to impose his own point of view despite the inconsistency of the arguments put forward (Thompson W., 1978). Displaying such an attitude makes negotiations develop in an atmosphere of suspicion and mistrust, and usually results in failure. Hostility is reached when the two partners overestimate each other's professional and intellectual abilities and strive for a position of supremacy in leading the negotiations (Maynard H., 1972).

Domination - it is very common when one of the partners has several offers to close the deal with several firms from different countries. When the offer is greater than the demand, it is the buyer who is likely to dominate, while in an opposite situation it is the dealer who holds that position (UNCTAD/GATT, 1971). As nowadays the offer is almost always subordinated to the demand, it is mostly the buyer who tends to dominate. Due to his/her favorable position, the buyer tends to compel the dealer to agree upon his/her terms; that is why the latter must show great mastery in deliberately playing second fiddle, but at the same time cunningly striving to achieve his/her aim. Passivity - it is characterized by coldness and indifference from one of the partners and it manifests by deliberately allowing the other to exhaust almost all his/her arguments. The partner who adopts such an attitude apparently seems to consent to any solution s/he is suggested, but s/he does not make any real agreement because s/he is in fact not keen on any of the solutions. It is an approach both subtle and puzzling, but in case it becomes chronic, it may turn into a destructive attitude of non-collaboration, suggesting that what the partner really wants is to inform himself/herself of the matter, not to conclude the deal.

Creativity - it is the attitude adopted by a skillful, well-intentioned negotiator. When the two partners cannot reach a common ground, s/he always advances an attractive proposition that proves favorable for both of them. S/He is characterized by a permanent attitude of cooperation and goodwill, and s/he is always looking for solutions that could eliminate the possible difficulties. This kind of approach is typical of negotiators who show scrupulousness and initiative, and who have rich experience in the area (UNCTAD/GATT, 1971).

Rationality - it is an attitude of mutual respect, based on reason. Both parties are well informed of the rightness of their positions and interests.

They are in fact in a state of objective neutrality. Their relationship relies on politeness, trust to a certain extent and much attention to the form and the grounds of the contract, so as to ensure a mutual gain. Each party fights for its own interest, but without ignoring the interest of the other. Conflict - it arises when the partners adopt completely opposite attitudes. In such cases it is always the wiser partner who can overcome the difficulties by displaying patience, skill and a sense of responsibility. It lies within his/her power to find the right means of directing the talks so as to satisfy the interest of both sides. However, this can be achieved only when s/he can feel that the partner is easy to influence and when s/he is sure that the latter is not ill-intentioned, but the slave of certain weaknesses and momentary ambitions. If the partner turns out to be ill-intentioned, then any attempt to reach an agreement will be in vain; negotiations should be dropped at once or at least postponed.

Strategies, tactics and techniques of negotiation

The negotiation strategies include all the objectives aimed at during negotiations, the ways of achieving these objectives, as well as the necessary means of doing it. The main factors that influence the choice of a certain strategy are:

- the circumstances under which the negotiations develop
- the moves that the partner is likely to make
- one's own resources

The most common strategies are listed below, as follows:

a) stimulation - response it aims at attaining the following objectives:

- stirring the interest of the potential client
- stimulating the partner's interest in the product
- inducing the desire to possess that product
- determining the client to actually buy it

b) need - satisfaction it aims at attaining the following objectives:

- figuring out the needs and the grounds of the potential client
- selling the client what he wants
- working out the objections raised by the client
- maintaining long-term relationships with the client

c) the active strategy it aims at the purchase of the product under optimal circumstances

d) the passive strategy it aims at the purchase of the product at intervals, throughout the year, according to consumer needs

e) the mixed strategy it combines the purchase at intervals with the purchase under optimal circumstances

The negotiation tactics are that part of a strategy that includes the means and the methods of action necessary for the fulfillment of a strategic

objective in a given situation. They depend on: (A S P R, 1970)

- the special circumstances under which negotiations take place
- the purpose aimed at
- the methods that are used, the extent to which they are used and their order

These tactics represent the flexible, dynamic element in leading the talks, as they can be easily adapted for any new situation that may arise during negotiations. They can be conceived correctly only in the context of a well-defined strategy. At the same time, a good strategy will remain fruitless if not supported by the right tactics, which in their turn, should also depend on the partner's actions. The negotiation techniques represent the practical tools of the negotiator and they are made up of different ways and schemes of action necessary for the realization of the various tactics. Among these, the counter-methods are used to mitigate or to annihilate the effects of certain tactics adopted by the partner. There are also certain specific techniques of negotiating the various points of the contract (amount, quality, price, payment requirements, etc.). All these techniques can be considered as part of the negotiation tactics in general, or they can be used independently.

RESULTS AND DISSCUSIONS

Types of strategies in negotiations (Samuelson P., 1973)

In order to choose and use the most adequate negotiation strategies and techniques, as well as to conclude the negotiations successfully, it is necessary to have good knowledge of the human behavior. The following aspects are to be noticed:

- rationalization: people are self-consolidating, hiding their feelings concerning a failure by saying that they didn't even want what they have failed to obtain;
- projection: it represents the tendency to project one's own unfavorable features upon the others; a tough negotiator would say that his/her opponent is tough as well, being often convinced of it, just as the miser would be convinced that s/he is a true philanthropist as compared to the others;
- dislocation: people would often target their anger at a person or a thing that is not the cause of their anger in fact; consider the example of a wife who scolds her husband and children because of her perpetual migraine, which in fact has no connection with them; the real cause for one's anger manifested against a so-called high price lies, in fact, in the dissatisfaction brought about by the profit gained, which proves lower than the one expected by that person;

- self-image: sometimes the decisions or the actions of a negotiator have in view the protection or even the correction of the self-image, and thus one could anticipate both the reactions and the judgment of the partner when knowing how this one feels about himself/herself.

Two categories of strategies are known as far as the way in which they are elaborated and accepted is concerned:

1. The strategy of the swift decision, i.e. the urgent conclusion of the contract, since delaying it proves useless

2. The waiting strategy - it is used when more time and further negotiations could improve the terms for concluding a contract

The choice of one of the above strategies is determined, or at least influenced, by the relationships existing between the partners. The following relationships are to be mentioned in this respect: (Tudoran D., 2002)

a) the dealer dominates the situation; it is a strategy to be adopted by the important exporters of fuel, cereals, raw materials, under certain favorable circumstances

b) the purchaser dominates the situation; this happens when this one has very many offers and thus opportunities of choosing the offer that meets all his/her requirements

c) one based on uncertainty; due to this state of uncertainty, neither of the parties is able to anticipate exactly the reaction of the other and is willing to risk everything on one card only; it is usually the buyer who has larger freedom of choosing the strategy that suits him/her best (which is usually the waiting strategy)

3. The 'when' strategy - it comprises one's ability to delimit the optimum moment for certain commercial decisions, and it can be divided into:

a. abstention - it is usually used by elderly negotiations;

b. surprise - it consists of a sudden change of method and arguments;

c. the accomplished fact - producing goods that surpass the demand or the power of the market;

d. the apparent retreat;

e. the time limit - trying to reduce the negotiation time as much as possible, due to the occurrence of certain unforeseen events;

f. simulation - creating the impression that there are more solutions to and more ways out of the situation that in reality.

CONCLUSIONS

Quantity of information that one of the teams may own or the data basis receive to support the negotiation.

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