

20XX

专业合同封面

COUNTRACT COVER

甲方：XXX

乙方：XXX

PERSONAL

买卖合同范本示例英文

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第一部分：合同如下：

1. Contract Overview

1.1 Contractual Parties

1.1.1 Seller: [Seller's Name]

1.1.2 Buyer: [Buyer's Name]

1.2 Contractual Subject

1.2.1 Product: [Product Description]

1.2.2 Quantity: [Quantity]

1.2.3 Unit Price: [Unit Price]

1.2.4 Total Amount: [Total Amount]

1.3 Contractual Terms and Conditions

1.3.1 Payment Terms: [Payment Terms]

1.3.2 Delivery Terms: [Delivery Terms]

1.3.3 Shipment and Transportation: [Shipment and
Transportation]

1.4 Effective Date and Duration

1.4.1 Effective Date: [Effective Date]

1.4.2 Duration: [Duration]

1.5 Confidentiality Clause

1.5.1 NonDisclosure: Both parties agree to keep confidential all information exchanged during the negotiation and execution of this contract.

1.5.2 Confidential Information: Shall include, but not be limited to, technical specifications, pricing, and business strategies.

2. Definitions and Interpretations

2.1 Definitions

2.1.1 "Product" refers to the goods specified in Article 1.2.

2.1.2 "Seller" refers to the party identified as the Seller in Article 1.1.1.

2.1.3 "Buyer" refers to the party identified as the Buyer in Article 1.1.2.

2.2 Interpretations

2.2.1 In the event of any ambiguity or conflict in the interpretation of this contract, the interpretation that best protects the interests of the Buyer shall prevail.

3. Product Description

3.1 Product Details

3.1.1 Product Name: [Product Name]

3.1.2 Model: [Model]

3.1.3 Specifications: [Detailed Specifications]

3.2 Quality Standards

3.2.2 Quality Assurance: The Seller shall provide a quality certificate for each batch of Products.

3.3 Product Specifications

3.3.1 Dimensions: [Dimensions]

3.3.2 Weight: [Weight]

3.3.3 Performance: [Performance Specifications]

4. Purchase and Sale Terms

4.1 Purchase Price

4.1.1 The total purchase price for the Products shall be [Total Amount] as specified in Article 1.2.

4.1.2 Payment shall be made in accordance with the payment terms agreed upon in Article 1.3.

4.2 Payment Terms

4.2.1 The Buyer shall make payment within [Number of Days] days after the receipt of the invoice issued the Seller.

4.3 Delivery Terms

4.3.1 The Seller shall deliver the Products to the Buyer's designated location within [Number of Days] days after the Buyer's confirmation of the order.

4.4 Shipment and Transportation

4.4.1 The Seller shall arrange for the shipment of the Products to the Buyer's designated port or warehouse.

4.4.2 The Buyer shall bear all costs and risks associated with transportation.

5. Inspection and Acceptance

5.1 Inspection Procedures

5.1.1 The Buyer shall inspect the Products upon receipt.

5.1.2 The Seller shall provide necessary documentation and certifications for the inspection.

5.2 Acceptance Criteria

5.2.1 The Products shall meet the quality standards specified in Article 3.2.

5.2.2 The Buyer shall accept the Products if they meet the acceptance criteria.

5.3 Dispute Resolution

5.3.1 In the event of a dispute regarding the quality of the Products, the parties shall attempt to resolve the matter through mutual negotiation.

5.3.2 If the dispute cannot be resolved, it shall be

referred to the relevant inspection authority for resolution.

6. Intellectual Property Rights

6.1 Ownership and Transfer

6.1.1 The ownership of the intellectual property rights related to the Products shall remain with the Seller.

6.1.2 The Buyer shall not claim any intellectual property rights in relation to the Products.

6.2 Restrictions and Obligations

6.2.1 The Buyer shall not use, copy, or modify the Products without the prior written consent of the Seller.

6.2.2 The Buyer shall not disclose any confidential information related to the Products to any third party.

7. Warranties and Liability

7.1 Product Warranties

7.1.1 The Seller warrants that the Products shall be free from defects in materials and workmanship for a period of [Number of Days] days from the date of delivery.

7.1.2 The Seller shall, at its sole discretion, repair

or replace any defective Products covered this warranty.

7.2 Limitation of Liability

7.2.1 The Seller's liability under this contract shall be limited to the replacement of defective Products or the refund of the purchase price.

7.2.2 The Seller shall not be liable for any indirect, incidental, or consequential damages arising from the use of the Products.

8. Force Majeure

8.1 Definition of Force Majeure

8.1.1 "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, war, civil unrest, government actions, and labor disputes.

8.2 Obligations and Liability

8.2.1 If a party is prevented from fulfilling its obligations under this contract due to Force Majeure, it shall promptly notify the other party in writing.

8.2.2 The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure event.

8.2.3 The obligations of the parties shall be suspended during the period of Force Majeure, and the time for performance shall be extended accordingly.

8.3 Notice and Documentation

8.3.2 Failure to provide timely notice and documentation may result in the loss of Force Majeure protection.

9. Termination and Cancellation

9.1 Termination Conditions

9.1.1 Either party may terminate this contract upon the occurrence of a material breach the other party.

9.1.2 Termination the Buyer shall be effective upon written notice to the Seller, with immediate effect.

9.2 Cancellation Policy

9.2.1 The Buyer may cancel the contract prior to delivery of the Products giving written notice to the Seller.

9.2.2 The Buyer shall be end to a full refund of any

payments made if the contract is cancelled prior to delivery.

9.3 Effects of Termination

9.3.1 Upon termination of this contract, the parties shall immediately cease all activities under the contract.

9.3.2 The parties shall promptly settle any outstanding obligations and liabilities.

10. Governing Law and Jurisdiction

10.1 Governing Law

10.1.1 This contract shall be governed and construed in accordance with the laws of [Jurisdiction].

10.2 Jurisdiction

10.2.1 Any disputes arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

11. Miscellaneous Provisions

11.1 Entire Agreement

11.1.1 This contract constitutes the entire agreement between the parties and supersedes all prior agreements,

understandings, or negotiations, whether written or oral.

11.2 Modifications and Amendments

11.2.1 Any modification or amendment to this contract shall be binding only if it is in writing and signed by both parties.

11.3 Waiver

11.3.1 No failure or delay by either party to exercise any right or remedy provided under this contract shall constitute a waiver of that or any other right or remedy, nor shall it affect the availability of that or any other right or remedy in the future.

11.4 Severability

11.4.1 If any term or provision of this contract is held to be invalid, illegal, or unenforceable, the remaining terms and provisions shall remain in full force and effect.

11.5 Assignment

11.5.1 The Buyer shall not assign its rights or obligations under this contract without the prior written consent of the Seller.

12. Confidentiality and NonDisclosure

12.1 Confidential Information

12.1.1 "Confidential Information" shall mean any information that is not publicly known and is disclosed to the receiving party in confidence the disclosing party.

12.2 NonDisclosure Obligations

12.2.1 The receiving party shall not use, copy, or disclose any Confidential Information for any purpose other than the performance of its obligations under this contract.

12.3 Return of Confidential Information

12.3.1 Upon the termination of this contract or upon the disclosing party's written request, the receiving party shall return all Confidential Information to the disclosing party or certify its destruction.

13. Dispute Resolution

13.1 Mediation

13.1.1 Before resorting to arbitration or litigation, the parties shall attempt to resolve any disputes arising out of

or in connection with this contract through mediation.

13.2 Arbitration

13.2.1 Any dispute that cannot be resolved through mediation shall be submitted to arbitration in accordance with the rules of [Arbitration Institution].

13.3 Jurisdiction

13.3.1 The decision of the arbitrator shall be final and binding on both parties.

14. Execution and Effective Date

14.1 Execution

14.1.1 This contract shall be executed in two (2) counterparts, each party retaining one (1) original.

14.2 Effective Date

第二部分：第三方介入后的修正

15. ThirdParty Involvement

15.1 Definition of Third Party

15.1.1 "Third Party" shall refer to any entity or individual that is not a party to this contract but is engaged

either the Seller or the Buyer to provide services, expertise, or assistance in connection with the performance of this contract.

15.1.2 Examples of Third Parties include but are not limited to consultants, auditors, inspectors, freight forwarders, and legal advisors.

15.2 Role of Third Party

15.2.1 The Third Party shall perform the services or provide the assistance as agreed upon between the relevant party and the Third Party.

15.2.2 The Third Party shall act independently and shall not be deemed an agent, employee, or partner of either the Seller or the Buyer.

15.3 Selection of Third Party

15.3.1 The Seller or the Buyer shall select the Third Party and shall ensure that the Third Party is qualified and capable of performing the required services or assistance.

15.3.2 The Seller or the Buyer shall provide the Third Party with all necessary information and instructions to perform

its duties.

15.4 Responsibilities of the Seller and Buyer

15.4.1 The Seller or the Buyer shall be responsible for the payment of any fees or costs incurred the Third Party in the performance of its duties.

15.4.2 The Seller or the Buyer shall provide the Third Party with access to the necessary facilities, information, and resources to perform its duties.

16. Additional Terms and Conditions for ThirdParty Involvement

16.1 Seller's Additional Terms

16.1.1 The Seller shall ensure that the Third Party's services or assistance do not interfere with the Seller's ability to perform its obligations under this contract.

16.1.2 The Seller shall maintain the confidentiality of any information provided to the Third Party.

16.2 Buyer's Additional Terms

16.2.1 The Buyer shall ensure that the Third Party's

services or assistance do not interfere with the Buyer's ability to perform its obligations under this contract.

16.2.2 The Buyer shall maintain the confidentiality of any information provided to the Third Party.

17. Limitation of Third Party's Liability

17.1 General Limitation

17.1.1 The liability of the Third Party under this contract shall be limited to direct damages and shall not exceed the fees or costs paid to the Third Party by the Seller or the Buyer.

17.1.2 The Third Party shall not be liable for any indirect, special, incidental, or consequential damages arising out of or in connection with the performance of its duties.

17.2 Specific Limitations

17.2.1 The Third Party shall not be liable for any failure or delay in the performance of its duties due to causes beyond its reasonable control.

17.2.2 The Third Party shall not be liable for any breach of contract by the Seller or the Buyer.

18. Third Party's Relationship with Other Parties

18.1 No Agency

18.1.1 The engagement of the Third Party shall not create any agency, partnership, or joint venture between the Third Party and either the Seller or the Buyer.

18.1.2 The Third Party shall not have any authority to bind either the Seller or the Buyer to any contract or obligation.

18.2 No Liability

18.2.1 The Seller and the Buyer shall not be liable for the acts or omissions of the Third Party.

18.2.2 The Seller and the Buyer shall not be responsible for the performance or nonperformance of the Third Party's duties.

18.3 Indemnification

18.3.1 The Seller and the Buyer shall indemnify and hold the Third Party harmless from any claims, actions, or proceedings arising out of or in connection with the performance

of the Third Party's duties.

18.4 Confidentiality

18.4.1 The Seller, the Buyer, and the Third Party shall maintain the confidentiality of any information disclosed to them in connection with this contract.

19. Termination of ThirdParty Involvement

19.1 Seller's Right to Terminate

19.1.1 The Seller may terminate the involvement of the Third Party at any time if the Third Party fails to perform its duties in accordance with this contract.

19.2 Buyer's Right to Terminate

19.2.1 The Buyer may terminate the involvement of the Third Party at any time if the Third Party fails to perform its duties in accordance with this contract.

19.3 Notice of Termination

19.3.1 Any termination of the involvement of the Third Party shall be made in writing and shall be effective upon receipt the Third Party.

19.4 Consequences of Termination

19.4.1 Upon termination of the involvement of the Third Party, the Seller and the Buyer shall promptly settle any outstanding obligations and liabilities to the Third Party.

第三部分：其他补充性说明和解释

说明一：附件列表：

1. Product Specifications Sheet

要求：详细列出产品的规格、性能、尺寸、重量等信息。

说明：附件一用于确保双方对产品的具体规格有明确的认识。

2. Quality Certificate

要求：由第三方质量检测机构出具的证明产品符合质量标准。

说明：附件二作为产品质量的权威证明，用于解决产品质量争议。

3. Shipment and Delivery Schedule

要求：明确产品的发货日期、运输方式、预计到达时间等。

说明：附件三用于双方对运输和交货事宜有清晰的了解。

4. Payment Schedule

要求：详细列出支付时间、金额、支付方式等信息。

说明：附件四用于确保双方对支付事宜有明确的约定。

5. Confidentiality Agreement

要求：双方签署的保密协议，承诺对合同内容保密。

说明：附件五用于保护双方的商业秘密。

6. Inspection Report

要求：由第三方检验机构出具的检验报告。

说明：附件六用于解决产品质量争议，证明产品是否合格。

7. Force Majeure Documentation

要求：证明发生不可抗力事件的文件。

说明：附件七用于证明不可抗力事件的发生，并据此免除责任。

8. Dispute Resolution Documentation

要求：双方就争议解决过程中产生的文件。

说明：附件八用于记录争议解决过程，作为后续证据。

9. ThirdParty Involvement Agreement

要求：与第三方签订的协议，明确第三方责任和义务。

说明：附件九用于规范第三方参与合同执行的行为。

10. Arbitration Award

要求：仲裁机构出具的裁决书。

说明：附件十作为解决争议的最终依据。

说明二：违约行为及责任认定：

1. Late Delivery

责任认定：若卖方未在约定的时间内交付产品，视为违约。

标准示例：卖方应赔偿买方因延迟交付而造成的直接损失，包括仓储费、误期费等。

2. Product Defects

责任认定：若产品存在质量缺陷，卖方应承担相应责任。

标准示例：卖方应免费修理或更换存在缺陷的产品，直至买方满意。

3. Failure to Pay

责任认定：若买方未在约定的时间内支付款项，视为违约。

标准示例：买方应向卖方支付违约金，并赔偿卖方因此造成的损失。

4. Confidentiality Breach

责任认定：若任何一方泄露对方商业秘密，视为违约。

标准示例：违约方应承担法律责任，并赔偿受损方因此造成的损失。

5. NonPerformance of Third Party

责任认定：若第三方未能履行协议，卖方或买方应承担相应责任。

标准示例：卖方或买方应根据与第三方签订的协议，追究第三方责任。

6. Dispute Not Resolved Through Mediation

责任认定：若双方未能在约定的期限内通过调解解决争议，可提交仲裁或诉讼。

标准示例：仲裁机构或法院将根据事实和法律作出裁决。

买卖合同范本示例英文 1

本合同目录一览

- 1.1 合同双方基本信息
- 1.2 合同标的物
- 1.3 交货条款
- 1.4 价格及支付方式
- 1.5 交货时间
- 1.6 质量保证
- 1.7 争议解决

1.8 违约责任

1.9 不可抗力

1.10 合同生效及终止

1.11 合同附件

1.12 合同变更

1.13 合同解除

1.14 合同其他约定

第一部分：合同如下：

1.1 合同双方基本信息

1.1.1 买方名称： _____

1.1.2 买方地址： _____

1.1.3 买方联系人： _____

1.1.4 买方联系电话： _____

1.1.5 卖方名称： _____

1.1.6 卖方地址： _____

1.1.7 卖方联系人： _____

1.1.8 卖方联系电话： _____

1.2 合同标的物

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