

20XX

专业合同封面

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PERSONAL

2024 年度电子元器件销售合同英语范本大全

集

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第一部分：合同如下：

1. Contract Overview

1.1 Parties to the Contract

The parties to this Contract ("the Contract") are Party A, a corporation registered and operating in [Country/Region], with its registered address at [Address], and Party B, a corporation registered and operating in [Country/Region], with its registered address at [Address].

1.2 Purpose of the Contract

1.3 Duration of the Contract

This Contract shall be effective from [Start Date] to [End Date], unless terminated earlier in accordance with the provisions of this Contract.

1.4 Governing Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws of [Country/Region]. Any disputes arising from or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts of [Country/Region].

2. Definitions and Interpretations

2.1 Terms and Conditions

The terms and conditions mentioned in this Contract refer to the provisions set forth in this Contract, including but not limited to the definitions, obligations, rights, warranties, and remedies of the parties.

2.2 Definitions

The following terms used in this Contract shall have the meanings assigned to them below:

"Buyer" refers to Party B.

"Seller" refers to Party A.

"Order" means the purchase order issued by the Buyer to the Seller.

2.3 Interpretations

In the event of any ambiguity or contradiction in the provisions of this Contract, the interpretations of the parties hereto shall be binding.

3. Product Description

3.1 Product Specifications

3.2 Product Quality Standards

The Product shall meet the quality standards specified in Exhibit A attached to this Contract, which may include industry standards, customer requirements, or other relevant quality control documents.

3.3 Product Packaging

The Product shall be packaged in accordance with the packaging specifications set forth in Exhibit A attached to this

Contract, ensuring that the Product is protected during transportation and storage.

4. Ordering and Delivery

4.1 Ordering Process

The Buyer shall submit an Order to the Seller in accordance with the procedures outlined in Exhibit B attached to this Contract, including the quantity, specifications, delivery date, and other relevant information.

4.2 Delivery Terms

The delivery terms shall be "Ex Works" (EXW) as defined in the Incoterms 2020, unless otherwise agreed upon the parties.

4.3 Delivery Schedule

The Seller shall deliver the Product to the Buyer within the timeframe specified in the Order, or as agreed upon the parties.

4.4 Shipment and Transportation

The Seller shall arrange for the transportation of the Product to the designated location specified in the Order. The

transportation costs shall be borne the Buyer unless otherwise agreed upon the parties.

5. Prices and Payment Terms

5.1 Pricing Structure

The pricing for the Product shall be based on the price list attached to this Contract, which is valid for the calendar year 2024.

5.2 Payment Methods

The Buyer shall make payment to the Seller through [Payment Method], as specified in Exhibit B attached to this Contract.

5.3 Payment Schedule

Payment for each Order shall be made within [Number] days from the date of the invoice issued the Seller.

5.4 Late Payment Penalties

In the event of late payment, the Buyer shall pay a late payment penalty equal to [Percentage]% of the outstanding amount per month, starting from the due date until the full payment is received.

6. Warranties and Liability

6.1 Product Warranties

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

6.2 Limitation of Liability

The liability of the Seller under this Contract shall be limited to the replacement or repair of the defective Product, or the refund of the purchase price, at the Seller's sole discretion.

6.3 Indemnification

The Seller shall indemnify the Buyer against any thirdparty claims arising from the use of the Product, provided that the Buyer promptly notifies the Seller of such claims and allows the Seller to control the defense and settlement of such claims.

8. Intellectual Property Rights

8.1 Ownership of Intellectual Property

All intellectual property rights in the Product, including but not limited to patents, copyrights, trademarks, and trade secrets, shall remain the exclusive property of the Seller.

8.2 License and Rights Granted

The Seller grants the Buyer a nonexclusive, nontransferable, and limited license to use the Product in accordance with the terms and conditions of this Contract.

8.3 Restrictions on Use

The Buyer shall not, directly or indirectly, use, copy, modify, or distribute the intellectual property rights of the Product for any purpose other than the intended use as specified in this Contract.

9. Confidentiality and NonDisclosure

9.1 Confidential Information

"Confidential Information" means any information disclosed one party to the other that is marked as confidential or that should reasonably be considered confidential under the circumstances.

9.2 NonDisclosure Agreement

The parties agree to maintain the confidentiality of the Confidential Information and shall not disclose it to any third party without the prior written consent of the disclosing party.

9.3 Exceptions to Confidentiality

10. Force Majeure

10.1 Definitions

10.2 Events of Force Majeure

In the event of a Force Majeure, the affected party shall promptly notify the other party in writing of the nature of the event and its anticipated duration.

10.3 Notification and Liability

The affected party shall use reasonable efforts to minimize the impact of the Force Majeure on the performance of its obligations under this Contract. If the Force Majeure continues for a period of [Number] days, either party may terminate this Contract upon written notice to the other party.

11. Modifications and Amendments

11.1 Process for Modifications

Any modifications or amendments to this Contract shall be made in writing and shall be executed by both parties.

11.2 Effective Date of Amendments

12. Termination and Cancellation

12.1 Conditions for Termination

Either party may terminate this Contract upon written notice to the other party if the other party breaches any material term of this Contract and fails to cure such breach within [Number] days after receipt of written notice.

12.2 Notice of Termination

12.3 Cancellation Policy

Orders may be cancelled by the Buyer within [Number] days from the date of the Order, provided that the Buyer pays the Seller a cancellation fee equal to [Percentage]% of the total Order value.

13. Dispute Resolution

13.1 Dispute Resolution Mechanism

Any dispute arising out of or in connection with this Contract shall be resolved through good faith negotiations between the parties.

13.2 Arbitration

If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to arbitration in accordance with the rules of the [Arbitration Institution].

13.3 Governing Law

The arbitration shall be conducted in [Country/Region] and shall be governed the laws of [Country/Region].

14. General Provisions

14.1 Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter of this Contract.

14.2 Assignment

Neither party may assign its rights or obligations under

this Contract without the prior written consent of the other party.

14.3 Governing Law

This Contract shall be governed and construed in accordance with the laws of [Country/Region].

14.4 Language

The English language version of this Contract shall be the controlling version in case of any discrepancies or inconsistencies between the English and any other language versions.

第二部分：第三方介入后的修正

15. ThirdParty Involvement

15.1 Definition of Third Party

For the purposes of this Contract, a "Third Party" refers to any entity or individual, other than the parties to this Contract, that is engaged in providing services, acting as an intermediary, or performing any other function related to the execution of this Contract.

15.2 Types of Third Parties

The types of Third Parties may include, but are not limited to, intermediaries, consultants, suppliers, logistics providers, and regulatory bodies.

15.3 ThirdParty Selection

The parties may involve Third Parties in the performance of their obligations under this Contract. The selection of a Third Party shall be made the relevant party in its sole discretion, provided that such Third Party is qualified and capable of performing the required services.

15.4 ThirdParty Agreements

Before engaging a Third Party, the relevant party shall enter into a separate agreement with the Third Party, which shall include the scope of services, payment terms, and confidentiality provisions. A copy of this agreement shall be provided to the other party for its records.

16. Additional Terms and Conditions for ThirdParty Involvement

16.1 Additional Obligations of the Parties

Upon the involvement of a Third Party, the parties shall ensure that:

16.1.1 The obligations of this Contract are not impaired or altered the involvement of the Third Party.

16.1.2 The Third Party's performance is consistent with the quality and standards set forth in this Contract.

16.2 Additional Rights of the Parties

The parties shall have the right to:

16.2.2 Request information or reports from the Third Party regarding its performance.

16.2.3 Take appropriate action if the Third Party fails to meet the required standards or breaches the terms of its agreement with the relevant party.

17. ThirdParty Liability Limitation

17.1 Limitation of Liability

The liability of any Third Party involved in the performance of this Contract shall be limited to the scope of its

obligations as set forth in its agreement with the relevant party. The parties shall not be liable for the acts or omissions of the Third Party unless such acts or omissions are directly caused the negligence or willful misconduct of the parties.

17.2 Indemnification

The parties shall indemnify each other against any claims, losses, or damages arising from the acts or omissions of the Third Party, to the extent such claims, losses, or damages are not covered the limitations of liability set forth in this Contract.

18. ThirdParty Insurance

18.1 Requirement for Insurance

18.2 Insurance Claims

In the event of a claim arising from the acts or omissions of a Third Party, the relevant party shall promptly notify the insurance provider and take all necessary steps to facilitate the resolution of the claim.

19. ThirdParty Substitution

19.1 Right to Substitute

The parties may agree to substitute a Third Party for another in the performance of their obligations under this Contract, provided that the substituted Third Party is qualified and capable of performing the required services.

19.2 Notice of Substitution

Any substitution of a Third Party shall be made in writing and shall be effective upon the written consent of the other party.

20. ThirdParty Dispute Resolution

20.1 Dispute Resolution Mechanism

Any dispute arising from the involvement of a Third Party in the performance of this Contract shall be resolved in accordance with the dispute resolution mechanism set forth in this Contract.

20.2 Arbitration

If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to arbitration in accordance with the rules of the [Arbitration Institution].

20.3 Governing Law

The arbitration shall be conducted in [Country/Region] and shall be governed the laws of [Country/Region].

21. ThirdParty Termination

21.1 Termination Rights

The parties may terminate the involvement of a Third Party at any time if the Third Party fails to meet the required standards or breaches the terms of its agreement with the relevant party.

21.2 Termination Notice

Any termination of a Third Party's involvement shall be made in writing and shall be effective upon the written notice to the Third Party.

21.3 Consequences of Termination

The termination of a Third Party's involvement shall not affect the ongoing obligations of the parties under this Contract, and the parties shall take all necessary steps to ensure the continuity of the performance of their obligations.

第三部分：其他补充性说明和解释

说明一：附件列表：

1. Exhibit A: Product Specifications

Quality standards and performance requirements.

Packaging specifications.

2. Exhibit B: Payment Terms

Detailed payment schedule and methods.

Cancellation policy and late payment penalties.

Any special conditions related to payment.

3. Exhibit C: Confidentiality Agreement

Detailed terms and conditions for maintaining confidentiality of the parties' information.

Exceptions to confidentiality and the scope of confidential information.

4. Exhibit D: ThirdParty Agreements

Agreements with intermediaries, consultants, suppliers, logistics providers, and regulatory bodies.

Scope of services, payment terms, and confidentiality provisions.

5. Exhibit E: Insurance Certificates

Proof of insurance coverage for the parties and any Third Parties involved.

Types of insurance and policy limits.

6. Exhibit F: Dispute Resolution Mechanism

Detailed procedures for resolving disputes arising from this Contract.

Arbitration rules and governing law.

7. Exhibit G: Termination and Cancellation Policy

Conditions under which this Contract may be terminated or cancelled.

Procedures for termination and cancellation, including notice requirements.

说明二： 违约行为及责任认定：

1. Failure to Meet Delivery Schedule

Responsibility: The party responsible for the delay shall be liable for any additional costs incurred the other party due to the delay.

2. NonCompliance with Product Specifications

Example: If the Buyer receives Products that do not meet the specified technical parameters, the Seller shall either replace the Products or refund the full purchase price.

3. Failure to Pay on Time

Responsibility: The party responsible for late payment shall be liable for the late payment penalties as specified in the Contract.

Example: If the Buyer fails to make payment within the agreedupon timeframe, the Buyer shall pay a penalty equal to [Percentage]% of the outstanding amount per month, starting from the due date.

4. Breach of Confidentiality

Responsibility: The party responsible for the breach shall be liable for any damages suffered the other party due to the unauthorized disclosure of confidential information.

5. Failure to Comply with Governing Law

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第一部分：合同如下：

1. Contract Overview

1.1 Contract Duration

1.2 Contract Parties

This Contract is entered into between "Party A" (the seller) and "Party B" (the buyer), as identified in the Contract.

1.3 Purpose of the Contract

2. Product Description

2.1 Product List

The products to be supplied under this Contract are as follows:

Product A

Product B

Product C

2.2 Specifications and Technical Parameters

2.3 Quality Standards

The quality of the products shall meet the industry standards

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