

货物进出口合同

SALES CONTRACT

合同号 C/No. :

日期 Date:

买方:

The Seller:

地址:

Address:

电话 Tel:

联系人 PIC:

卖方:

The Buyer:

地址:

Address:

电话 Tel:

联系人 PIC:

买卖双方签订本合同并同意按下列条款进行交易:

This contract is made by and between the Sellers and the Buyers;
Whereby the Sellers agree to sell and the Buyers agree to buy the under mentioned goods according to the terms and conditions stipulated below and overleaf:

(1) 品名及规格 Names of commodity (ies) and specification(s):

(2) 数量 Quantity:

(3) 单价及价格条款 (Unit Price and Terms of Delivery) :

(除非另有规定, "FOB"、"CFR"和"CIF"均应依照国际商会制定的《2000年国际贸易术语解释通则》(INCOTERMS 2000)办理。)

The terms FOB, CFR, or CIF shall be subject to the International Rules for the Interpretation of Trade Terms (INCOTERMS 2000) provided by International Chamber of Commerce (ICC) unless otherwise stipulated herein.)

(4) 金额 Amount:

合计 Total:

装运数量允许有 _____ % 的增减 More or less
allowed _____ %

(5) 包装 Packing:

(6) 装运口岸 Port of Loading:

(7) 目的口岸 Port of Destination:

(8) 装船标记 Shipping Marks:

(9) 装运期限 Time of Shipment: 货物将在收到信用证 _____ 天内装出。

Within _____ days after receipt of L/C.

() 允许转船。 () 允许分批装运, 最多可以分 () 批。

Transshipment () allowed. Partial shipment () allowed and cargo can be shipped out no more than () lots.

(1 0) 付款条件 (Terms of Payment) :

买方须于_____前将保兑的、不可撤销的、可转让的、可分割的即期付款信用证开到卖方, 该信用证的有效期限延至装运期后_____天在中国到期, 并必须注明允许分批装运和转船。

By Confirmed, Irrevocable, Transferable and Divisible L/C to be available by sight draft to reach the Seller before_____, and to remain valid for negotiation in China until_____after the Time of Shipment. The L/C must specify that transshipment and partial shipments are allowed or not.

买方未在规定的时间内开出信用证, 卖方有权发出通知取消本合同, 或接受买方对本合同未执行的全部或部份, 或对因此遭受的损失提出索赔。

The Buyer shall establish a Letter of Credit before the above-stipulated time, failing which, the Seller shall have the right to rescind this Contract upon the arrival of the notice at Buyer or to accept whole or part of this Contract non fulfilled by the Buyer, or to lodge a claim for the direct losses sustained, if any.

(1 1) 保险 (Insurance) :

按发票金额的 110%投保_____险, 由_____负责投保。

Covering _____ Risks for 110% of Invoice Value to be effected by the _____.

投保别以本售货合同中所开列的为限, 买方如要求增加保额或保险范围, 应于装船前经卖方同意, 因此而增加的保险费由买方负责。

All risks insured should be included within this contract. If the Buyer asks to increase the insurance premium or scope of risks, he should get the permission of the Seller before time of loading, and all the charges thus incurred should be borne by the Buyer.

(1 2) 单据 Documents: 卖方应向议付银行提供已装船清洁提单、发票、中国商品检验局或工厂出具的品质证明、中国商品检验局出具的数量 / 重量签订书; 如果本合同按 C I F 条件, 应再提供可转让的保险单或保险凭证。

The Sellers shall present to the negotiating bank, Clean On Board Bill of Lading, Invoice, Quality Certificate issued by the China Commodity Inspection Bureau or the Manufacturers, Survey Report on Quantity/Weight issued by the China Commodity Inspection Bureau, and Transferable Insurance policy or Insurance Certificate when this contract is made on CIF basis.

(1 3) 品质和数量的异议与索赔 Quality and Quantity Discrepancy and Claim: 货到目的口岸后, 买方如发现货物品质及 / 或数量与合同规定不符, 除属于保险公司及 / 或船公司的责任外, 买方可以凭双方同意的检验机构出具的检验证明向卖方提出异议。品质异议须于货到目的口岸之日起 30 天内提出, 数量 / 重量异议须于货到目的口岸之日起 15 天内提出。

In case of quality discrepancy, claim should be filed by the Buyer within 30 days after the arrival of the goods at port of destination; while for quantity discrepancy, claim should be

filed by the Buyer within 15 days after the arrival of the goods at port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, other transportation organizations are liable.

(1 4) 不可抗力 Force majeure:

由于人力不可抗拒事故，而卖方交货迟延或不能交货时，责任不在卖方。但卖方应立即将事故通知买方；并于事故发生后 15 天内书面提交有关证明。如果事故持续超过 10 个星期，买方有权撤销本合同。

The Sellers shall not be held responsible for any delay in delivery or non-delivery of the goods due to FORCE MAJEURE. However, the Sellers shall advise Buyers immediately of such occurrence and within 15 days thereafter, shall provide with written evidence to the Buyers issued by the competent authorities of the place where the accident occurs as evidence thereof. In case the accident lasts for more than 10 weeks, the Buyers shall have the right to cancel this Contract.

(1 5) 仲裁 Arbitration: 凡因执行本合同或与本合同有关事项所发生的一切争执, 应由双方通过友好方式协商解决。如果不能取得协议时, 则在中国国际经济贸易仲裁委员会上海分会根据该仲裁机构的仲裁程序规则进行仲裁。仲裁决定是终局的, 对双方具有同等约束力。仲裁费用除非仲裁机构另有决定外, 均由败诉一方负担。

All disputes in connection with this contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with the provisional Rules of Procedures promulgated by the said Arbitration Commission. The arbitration shall take place in Shanghai and the decision of the Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision.

Arbitration fee shall be borne by the losing party.

(1 6) 通知 Notices:

所有通知用_____文写成，并按照如下地址用传真/电子邮件/快件送达给各方。如果地址有变更，一方应在变更后____日内书面通知另一方。

All notice shall be written in _____ and served to both parties by fax/e-mail /courier according to the following addresses. If any changes of the addresses occur, one party shall inform the other party of the change of address within _____ days after the change.

(1 7) 本合同为中英文两种文本，两种文本具有同等效力。本合同一式_____份。自双方签字（盖章）之日起生效。

This Contract is executed in two counterparts each in Chinese and English, each of which shall be deemed equally authentic. This Contract is in _____ copies effective since being signed/sealed by both parties.

(1 8) 其它条款 Other Conditions:

以上内容仅为本文档的试下载部分，为可阅读页数的一半内容。

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