

正规外贸出口销售合同书

。更多信息请参考 合同网。（本文为你提供合同范本两篇。）

篇一：

S/C NO:M21334

Signed at:HONG KONG

Signed Date:March 1th 2012

Seller: ***** LTD. Address:

*****, HONG KONG Tel: *****

Fax: *****

Buyer: ***** AB

Address :*****

Tel:*****

Fax:*****

This Sales Contract is made between the Seller and the Buyer whereby the Seller agrees to sell and the Buyer agrees to buy the under-mentioned commodity according to the terms and conditions stipulated below:

(1). Details of commodity

(2). More or Less: The Seller is allowed to ship 5% more or less of the sales contract quantity and amount. The total amount shall be calculated according to the unit price and actual weight.

Shortage: there is no claim if shortage is below 0.5% in total quantity

(3). Insurance: The seller shall be responsible for insurance of the cargo up to the port of destination and time when risks pass to the buyer as defined in this sales contract with All Risks including war risk, strike risk according to covering all risks including war risk, strike risk as per ocean marine cargo clauses (1/1/1981) of china pacific property insurance co., ltd .. if contract terms is CIF or any other terms that insurance fee shall be paid by the seller. 附适用说明，见合

同尾部)

(4). Shipping Mark: Million Link

(5). Country of origin:

(6). Port of Shipment:

Port of Destination:

★可选Partial Shipment: Allowed

★可选Transshipment : Allowed

(7). Latest Shipment:

(8). Terms of Payment:

(9). Inspection: Certificate of quality weight issued by

(10). L/C opening guide 如果不是 L/C 付款，则此条应删除，
做国内做 BTB L/C，则以下 B 条款中的 21 天的交单期则需要与采购
联系确认。)

AA. The buyer should open L/C according to clauses
below on or before the date of

BB. Beneficiary:

CC. Advising bank: BANK OF CHINA (HONG KONG)

LIMITED

ADD: 9/F, BANK OF CHINA CENTER , OLYMPIAN CITY, 11
HOI FAI ROAD,

WEST KOWLOON, HONG KONG.

SWIFT ADDRESS: BKCHHKHHXXX TELEX NO. 73772 BKCHI
HX

TEL: 31983730 FAX: 27192060

DD. The following clauses should be included in the L/C:

A. 5% more or less allowed on L/C total value.

B. Any bank in China by negotiation; Documents should be presented in 21days after B/L date; Validity date should be in 21days after latest shipment date; The third party as exporter or consignor differs from B/L s shipper is acceptable.

EE. Documents Required:

A. Full set of original clean on board ocean bills of lading, made out to order, blank endorsed, indicating freight prepaid.
+ B/L ISSUED BY MASTER, CARRIER OR THEIR AGENT
ACCEPTABLE.

B. Signed Commercial Invoice indicating contract number.

C. Certificate of quantity quality issued by Million Link (China) Investment Ltd.

D. Certificate of origin issued by Hong Kong General Chamber of Commerce.

E. Packing list, indicating the gross/net weight;

F. Shipping advice, indicating the contract No., total value, gross/net weight, vessel name, and the est. shipping date and arrival date.

(11). Payment obligations: The contents of the covering Letter of Credit shall be in strict accordance with the stipulations of the Sales Contract, in case of any variation thereof necessitating amendment of the L/C, the Buyers shall bear the expenses for effecting the amendment. The Sellers shall not be held responsible for possible delay of shipment resulting from awaiting the amendment of the L/C, and reserve the right to claim from the Buyers for the losses

resulting there from and has the right to choose canceling the contract or keeping the contract valid.

If the buyer does not open L/C before the date of and not written confirmed by the seller , The seller has right to cancel the sales contract or the part of it and claim penalty equivalent 5% of total sales contract amount or the part of L/C not opened and then the sales contract is canceled.如果不是 L/C 付款，则此条应删除)

(12).Fixed price:

The price specified in this order is fixed and not subject to any escalation unless otherwise stipulated in this order.

(13).Definition of FOB/CFR/CIF terms:

Definitions of trade terms including FOB/CFR/CIF terms etc. shall be as per INCOTERMS 2000.

(14) Price adjustment for nonconformance to specification:

If the inspection figure of any element or sizing of the shipped material is out of the upper or lower limit of the contractual specification, the following formulas shall be applied for price adjustment:

(1) In case of $\% S \geq \%$

$(\text{Inspection Figure}) / \% (\text{Unit Price } \%) \text{ Invoice Tonnage}$

(2) In case of $\% P \geq \%$

(Inspection Figure) / % (Unit Price %) Invoice Tonnage

(3) In case of ~~%~~ S %

(Inspection Figure) / % (Unit Price %) Invoice Tonnage

(4) In case of % $\geq$ AL %

(Inspection Figure) / % (Unit Price %) Invoice Tonnage

(5) In case of ~~%~~ C %

(Inspection Figure) / % (Unit Price %) Invoice Tonnage

(6) In case of ~~the~~ Size(5~50mm) %

(Inspection Figure)/ % (Unit Price %) Invoice Tonnage

(第 13 条和第 14 条，应该根据具体的产品来调整)

(14). Rejection or replacement of material:

If the quality of the material shipped is determined to have any of the following defects:

Si: below % P: over % S: over % AL: over %

C: over % Sizing: 5~50mm below %

Buyer shall have the right to the material or make a further price adjustment in addition to those stipulated in the provision of PRICE ADJUSTMENT FOR NONCONFORMANCE TO SPECIFICATION hereinbefore. If Buyer decides to reject the material, seller shall refund Buyer the total amount paid by Buyer, or with Buyer's agreement, replace the rejected material with new one in accordance with the contractual specification. Seller shall bear the cost, insurance and land or ocean freight for replacing and receiving the refurnished material and all expanses and charges required to return the rejected material back to Seller, which will be made after the replacement delivery.

(15). Claim of Non shipment and shipment delay:

In case the Sellers fail to ship the whole lot or part of the goods within the time stipulated in the Contract, the Buyers shall have the right to cancel the part of the Contract which has not been performed following the expiry of the stipulated time of shipment, unless there exists a Force Majeure cause or

the Contract stipulation has been modified with the Buyers' written confirmation.

If the buyer agrees to accept delay shipment, the seller should pay 0.05% of the sales contract amount of the delayed portion for each day's delay when delay is within the period of the buyer's written confirmation, maximum of the liquidated damages shall be 5% of the sales contract amount of delayed port.

If the shipment is not done in 15 days after the latest shipment date of the sales contract or part of it, the seller should pay penalty equivalent to 5% of the total sales contract amount of nonshipment portion then the sales contract canceled.

(16). Quality/Quantity/Weight Inspection: (如客户坚持 SGS/ Alex Stewart/A. H. Knight s/CIQ/Mill Certificate 等的检验证作为付款的依据也可接受)

Certificate of quantity and quality issued by Million Link (China) Investment Ltd is for payment. The third party including SGS/Alex Stewart/A.H.Knight's certificate at loading port or discharging port or buyers warehouse within 30 days after the cargo arrival if any should be final subject the certificate clearly certifies that the cargo is exactly what the seller shipped.

Quality/quantity/weight discrepancy and claims:

In case the quality/quantity/weight are found by the buyer to be not in conformity with the contract, the buyer may lodge claim with the inspection certificate issued by the third party inspection company within 30 days after the cargo arrived the port of destination. Inspection charges should be paid by the buyer. If the inspection certificate shows that the cargo does not comply with the contract, inspection charges should be on the seller's

account.

Weight franchise:weight will be determined by weight scale at discharging port/buyer's warehouse with 0.5% franchise against the third party's certificate if any. The seller should compensate the part which is over the 0.5% franchise if the weight is lower than the weight of third party's certificate; and likewise the buyer should pay the part which is higher than the 0.5% franchise if the weight is higher than the weight of third party's certificate.

(17). Shipment information★可选(如客户不同意，可删除)

Within 24 hours after the cargo is loaded on board, Seller shall transmit Seller's signed invoice to Buyer by facsimile. The invoice shall contain Buyer's purchase order number, Seller's invoice number, name of vessel, departure port and time,

estimated time of arrival, description and quantity of the cargo shipped, numeration of package, gross weight, trade terms (FOB/CFR/CIF etc.) and invoice value, etc. Such facsimile shall be sent to the attention of Buyer's Transportation Department (Fax No.).

(18). Export and import license:

Buyer and seller shall at their own expense secure the import and export license respectively.

(19). Condition of selecting carrying vessel:

If the buyer selects a carrying vessel, the buyer should guarantee that the freight and charges concerned is not higher than the seller's shipping freight and charges if the freight and/or charges paid by the seller on the price terms CNF/CFR/CIF etc.; On the price terms FOB, For delivering the

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