

中国深圳对外贸易货物进口合同

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合同编号：_____

contract no:_____

签订日期：_____

date:_____

签订地点：_____

signed at :_____

卖方：_____

the sellers : _____

买方：_____

the buyers : _____

经买卖双方确认根据下列条款订立本合同：

the undersigned sellers and buyers have confirmed this contract in accordance with the terms and conditions stipulated below :

1 .

货号	名称及规格	单位	数量	单价	金额
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art no.	descriptions	unit	quantity	unit price	amount
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合计：

totally：

总值（大写）：

total value:(in words)

允许溢短_____%。

_____ % more or less in quantity and value allowed.

2．成交价格术语：_____（ fob cfr cif ddu _____）

terms: _____(fob cfr cif ddu _____)

3．出产国与制造商：_____

country of origin and manufacturers : _____

4 . 包装 : _____

packing: _____

5 . 装运唛头 : _____

shipping marks: _____

6 . 装运港 : _____

delivery port : _____

7 . 目的地港 : _____

destination: _____

8 . 转运 : 允许 不允许 ; 分批装运 : 允许 不允许

transshipment: allowed not allowed ; partial shipments: allowed not allowed

9 . 装运期 : _____

shipment date: _____

10 . 保险 : 由 _____ 按发票金额110% , 投保 _____ 险 , 另加保 _____ 险。

insurance: to be covered by the _____ for 110% of the invoice value covering _____ additional

11 . 付款条件 :

terms of payment:

买方通过 _____ 银行在 _____ 年 _____ 月 _____ 日前开出以卖方为受益人的 _____ 期信用证。

the buyers shall open a letter of credit at _____ sight through _____ bank in favour of the sellers prior to _____.

付款交单 : 买方应对卖方开具的以买方为付款人的见票后 _____ 天付款跟单汇票 , 付款时交单。

documents against payment : (d/p) the buyers shall duly make the payment against documentary draft made out to the buyers at _____ sight by the sellers.

承兑交单：买方应对卖方开具的以买方为付款人的见票后_____天承兑跟单汇票，承兑时交单。

documents against acceptance:(d/p)the buyers shall duly make the payment against documentary draft made out to the buyers at _____ sight by the sellers.

货到付款:买方在收到货物后_____天内将全部货款支付卖方(不适用于fob、cfr、cif术语)。

cash on delivery (cod) : the buyers shall pay to the sellers total amount within _____ days after the receipt of the goods .(this clause is not applied to the terms of fob , cfr , cif).

12．单据：卖方应将下列单据提交银行议付/托收。

documents : the sellers shall present the following documents required to the banks for negotiation/collection.

(1) 运单shipping bills :

海运：全套空白抬头/指示抬头、空白背书/指示背书注明运费已付/到付的已装船清洁海运/联运正本提单，通知在目的港_____公司

in case by sea : full set of clean on board ocean bills of lading / combined transportation bills of lading made out to order blank endorsed / endorsed in favour of _____ or made out to order of _____ , marked "freight prepaid / collected " notifying _____ at the port of destination.

陆运：全套注明运费已付/到付的装车的记名清洁运单，通知在目的地_____公司。

in case by land transportation: full set of clean on board land transportation bills made out to _____ marked "freight prepaid / collected " notifying _____ at the destination.

空运：全套注明运费已付/到付的记名空运单，通知在目的地_____公司。

in case by air : full set of clean on board awb made out to _____marked "freight prepaid/collected"notifying at _____ the destination .

(2) 标有合同编号信用证号及装运唛头的商业发票一式_____份。

singed commercial invoice in _____ copied indicating contract no , l/c no. and shipping marks.

(3) 由_____出具的装箱单或重量单一式_____份。

packing list / weight memo in _____ copies issued by _____.

(4) 由_____出具的质量证明书一式_____份

certificate of quality in _____ copies issued by _____.

(5) 由_____出具的数量证明书一式_____份

certificate of quantity in _____ copies issued by _____.

(6) 保险单正本一式_____份。

insurance policy / certificate in _____ copies .

(7) _____签发的产地证一式_____份

certificate of origin in _____ copies issued by _____.

(8) 装运通知：_____

shipping advice: _____

另外，卖方应在交运后_____小时内以特快专递方式邮寄给买方第_____项单据副本一套。

in addition , the sellers shall , within hours after shipment effected , send each copy of the above-mentioned documents no. _____ directly to the buyers by courier service.

13. 装运条款：

fob

卖方应在合同规定的装运日期前30天，以电报/电传/传真通知买方合同号、品名、数量、金额、包装件、毛重、尺码及装运港可装日期，以便买方安排租船/订舱。装运船只按期到达装运港后，如卖方不能按时装船，发生的空船费或滞期费由卖方负担。在货物超过船舷并脱离吊钩以前一切费用和风险由卖方负担。

the sellers shall , 30 days before the shipment date specified in the contract advise the buyers by cable / telex / fax of the contract no. , commodity , quantity , amount , packages , gross weight , measurement , and the date of shipment in order that the buyers can charter a vessel / book shipping space . in the event of the sellers' failure to effect loading when the vessel arrives duly at the loading port , all expenses including dead freight and / or demurrage charges thus incurred shall be for seller's account.

cif或cfr

卖方须按时在装运期限内将货物由装运港装船到目的港。在cfr术语下，卖方应在装船前2天电传/传真/电报买方合同号、品名、发票价值及开船日期，以便买方安排保险。

the sellers shall ship the goods duly within the shipping duration from the port of shipment to the port of destination . under cfr terms , the sellers shall advise the buyers by cable/fax/telex of the contract no. , commodity , invoice value and the date of despatch two days before the shipment for the buyers to arrange insurance in time.

ddu

卖方须按时在装运期限内将货物由装运港装运至目的港。

the sellers shall ship the goods duly within the shipping duration from the port of the port of destination.

14 . 装运通知

shipping advice :

一俟装载完毕 , 卖方应在_____小时内电传/传真/电报买方合同编号、品名、已发运数量、发票总金额、毛重、船名/车/机号及启程日期等。

the sellers shall immediately upon the completion of the loading of the goods , advise buyers of the contract no. , names of commodity , loading quantity , invoice values , gross weight , name of vessel and shipment date by tlx/fax/cable within_____hours .

15 . 质量保证 :

quality guarantee :

货物品质规格必须符合本合同及质量保证书之规定 , 品质保证期为货到目的港_____个月内 , 在保证期限内 , 因制造厂商在设计制造过程中的缺陷造成的货物损害应由卖方负责赔偿。

the sellers shall guarantee that the commodity must be in conformity with the quality and specifications specified in this contract and letter of quality guarantee .the guarantee period shall be_____ months after the arrival of the goods at the port of destination , and during the period the sellers shall be responsible for the damage due to the defects in designing and manufacturing of the manufacturer.

16 . 商品检验 : 卖方须在装运前_____日委托_____检验机构对合同之货物进行检验并出具检验证书 , 货到目的港后 , 由买方委托_____检验机构进行复检。

goods inspection : the sellers shall have the goods inspected by _____ inspection authority _____ days before the shipment and issued the inspection certificate . the buyers shall have the goods reinspected by \$\$\$inspection authority after the goods arrival at the destination.

17 . 索赔

claims:

如经中国_____检验机构复检，发现货物有损坏、残缺或品名、规格、数量及质量与本合同及质量保证书之规定不符，买方可于货到目的港后_____天内凭上述检验机构出具的证明书向卖方要求索赔。如上述规定之索赔期与质量保证期不一致，在质量保证期限内买方仍可向卖方就质量保证条款之内容向卖方提出索赔。

the buyers shall lodge claims against the sellers based on the inspection certificate issued by china _____ inspection authority _____ days after the arrival of the goods at the destination , if the goods are found to be damaged , missing or the specifications , quantity , and quality not in conformity with those specified in this contract and letter of quality guarantee . in case the claim period above specified is not in conformity with the quality guarantee period , during the quality guarantee period , the buyers have rights to lodge claims against the sellers concerning the quality guarantee.

18．延期交货违约金

late delivery and penalty

除双方认可的不可抗力因素外，卖方迟于合同规定的期限交货，如买方同意迟延交货，卖方应同意对信用证有关条款进行个性和同意银行在议付货款时扣除本条规定的违约金。违约金总值不超过货物总价值的5%，差率按7天0.5%计算，不满7天仍按7天计算。在未采用信用证支付的情况下，卖方应将前述方法计算的违约金即付买方。

if the sellers fail to make delivery on time as stipulated in the contract , with exception of force majeure , the buyers shall agree to postpone the delivery on conditions that the sellers agree to amend the clauses of the l/c and pay a penalty which shall be deducted by the paying bank from the payment under negotiation . the penalty , however , shall not exceed 5% of the total value of the goods . the rate of penalty is charged at 0.5%for every seven days , if less that seven days. in case , the payment is not made through l/c , the sellers shall pay the penalty counted as above to the buyers as soon as possible.

19．人力不可抗拒：如因人力不可抗拒的原因造成本合同全部或部分不能履约，卖方概不负责，但卖方应将上述发生的情况及时通知买方。

force majeure : the sellers shall not hold any responsibility for partial or total non-performance of this contract due to force majeure . but the sellers shall advise the buyers on times of such occurrence.

20．争议之解决方式：

disputes settlement :

任何因本合同而发生或与本合同有关的争议，应提交中国国际经济贸易仲裁委员会，按该会的仲裁规则进行仲裁。仲裁地点在中国深圳。仲裁裁决是终局的，对双方均有约束力。

all disputes arising out of the contract or in connection with the contract , shall be submitted to the china international economic and trade arbitration commission for arbitration in accordance with its rules of arbitration in shenzhen china . the arbitral award is final and binding upon both parties.

21．法律适用

law application :

本合同之签订地、或发生争议时货物所在地在中华人民共和国境内或被诉人为中国法人的，适用中华人民共和国法律，除此规定外，适用《联合国国际货物销售公约》。

it will be governed by the law of the people's republic of china under the circumstances that the contract is signed or the goods while the disputes arising are in the people's republic of china or the defendant is chinese legal person , otherwise it is governed by united nations convention on contract for the international sale of goods .

22．本合同使用的fob、cfr、cif、ddu 术语系根据国际商会《incoterms 1990》

23．文字：本合同中、英两种文字具有同等法律效力，在文字解释上，若有异议，以中文解释为准。

versions : this contract is made out in both chinese and english of which version is equally effective .conflicts between these two language arising therefrom . if any , shall be subject to chinese version .

24．附加条款（本合同上述条款与本附加条款有抵触时，以本附加条款为准）：

additional clauses : (conflicts between contract clause here above and this additional clause , if any , it is subject to this additional clause)

25．本合同共_____份，自双方代表签字（盖章）之日起生效。

this contract is in _____ copies , effective since being signed / sealed by both parties:

卖方（盖章）：_____ 买方（盖章）：_____

the sellers(seal):_____ the buyers(seal):_____

代表人（签字）：_____ 代表人（签字）：_____

representative(signature):_____ representative(signature):_____

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