

一般货物进口合同

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ECMS帝国之家，为帝国cms加油！

合同号码：_____

买方：_____

卖方：_____

本合同由买卖双方缔结，用中、英文字写成，两种文体具有同等效力，按照下述条款，卖方同意售出买方同意购进以下商品：

1. 商品名称及规格：_____

2. 生产国别及制造厂商：_____

3. 单价（包装费用包括在内）：_____

4. 数量：_____

5. 总值：_____

6. 包装（适合海洋运输）：_____

7. 保险（除非另有协议，保险均由买方负责）：_____

8. 装船时间：_____

9. 装运口岸：_____

10. 目的口岸：_____

11. 装运唛头，卖方负责在每件货物上用牢固的不褪色的颜料明显地刷印或标明下述唛头，以及目的口岸、件号、毛重和净重、尺码和其它买方要求的标记。如系危险及/或有毒货物，卖方负责保证在每件货物上明显地标明货物的性质说明及习惯上被接受的标记。

12. 付款条件：买方于货物装船时间前一个月通过_____银行开出以卖方为抬头的不可撤销

信用证，卖方在货物装船启运后凭本合同交货条款第18条a款所列单据在开证银行议付贷款。上述信用证有效期将在装船后15天截止。

13. 其它条件：除非经买方同意和接受，本合同其它一切有关事项均按第二部分交货条款之规定办理，该交货条款为本合同不可分的一部分，本合同如有任何附加条款将自动地优先执行附加条款，如附加条款与本合同条款有抵触，则以附加条款为准。

14. fob / fas条件

14. a. 本合同项下货物的装运舱位由买方或买方的运输代理人_____租订。

14. b. 在fob条件下，卖方应负责将所订货物在本合同第8条所规定的装船期内按买方所通知的任何日期装上买方所指定的船只。

14. c. 在fas条件下，卖方应负责将所订货物在本合同第8条所规定的装船期内按买方所通知的任何日期交到买方所指定船只的吊杆下。

14. d. 货物装运日前10 - 15天，买方应以电报或电传通知卖方合同号、船只预计到港日期、装运数量及船运代理人的名称。以便卖方经与该船运代理人联系及安排货物的装运。卖方应将联系结果通过电报或电传及时报告买方。如买方因故需要变更船只或者船只比预先通知卖方的日期提前或推迟到达装运港口，买方或其船运代理人应及时通知卖方。卖方亦应与买方的运输代理或买方保持密切联系。

14. e. 如买方所订船只到达装运港后，卖方不能在买方所通知的装船时间内将货物装上船只或将货物交到吊杆之下，卖方应承担买方的一切费用和损失，如空舱费、滞期费及由此而引起的及/或遭受的买方的一切损失。

14. f. 如船只撤换或延期或退关等而未及时通知卖方停止交货，在装港发生的栈租及保险费损失的计算，应以代理通知之装船日期（如货物晚于代理通知之装船日期抵达装港，应以货物抵港日期）为准，在港口免费堆存期满后第十六天起由买方负担，人力不可抗拒的情况除外。上述费用均凭原始单据经买方核实后支付。但卖方仍应在装载货船到达装港后立即将货物装船，交负担费用及风险。

15. c&f条件

15. a. 卖方在本合同第8条规定的时间之内应将货物装上由装运港到中国口岸的直达船。未经买方事先许可，不得转船。货物不得由悬挂中国港口当局所不能接受的国家旗帜的船装载。

15. b. 卖方所租船只应适航和适货。卖方租船时应慎重和认真地选择承运人及船只。买方不接受非保赔协会成员的船只。

15. c. 卖方所租载货船只应在正常合理时间内驶达目的港。不得无故绕行或迟延。

15. d. 卖方所租载货船只船龄不得超过15年。对超过15年船龄的船只其超船龄额外保险费应由卖方负担。买方不接受船龄超过二十年的船只。

15 . e . 一次装运数量超过一千吨的货载或其它少于一千吨但买方指明的货载，卖方应在装船日前至少10天用电传或电报通知买方合同号、商品名称、数量、船名、船龄、船籍、船只主要规范、预计装货日、预计到达目的港时间、船公司名称、电传和电报挂号。

15 . f . 一次装运一千吨以上货载或其它少于一千吨但买方指明的货载，其船长应在该船抵达目的港前7天和24小时分别用电传或电报通知买方预计抵港时间、合同号、商品名称及数量。

15 . g . 如果货物由班轮装运，载货船只必须是_____船级社最高船级或船级协会条款规定的相同级别的船级，船只状况应保持至提单有效期终了时止，以装船日为准船龄不得超过20年。超过20年船龄的船只，卖方应负担超船龄外保险费。买方绝不接受超过25年船龄的船只。

15 . h . 对于散件货，如果卖方未经买方事前同意而装入集装箱，卖方应负责向买方支付赔偿金，由双方在适当时间商定具体金额。

15 . i . 卖方应和载运货物的船只保持密切联系，并以最快的手段通知买方船只在途中发生的一切事故，如因卖方未及时通知买方而造成买方的一切损失卖方应负责赔偿。

16 . cif条件

在cif条件下，除本合同第15条c&f条件适用之外卖方负责货物的保险，但不允许有免赔率。

17 . 装船通知

货物装船完毕后48小时内，卖方应即以电报或电传通知买方合同号、商品名称、所装重量（毛 / 净）或数量、发票价值、船名、装运口岸、开船日期及预计到达目的港时间。如因卖方未及时用电报或电传给买方以上述装船通知而使买方不能及时保险，卖方负责赔偿买方由此而引起的一切损害及 / 或损失。

18 . 装船单据

18 . a . 卖方凭下列单据向付款银行议付货款：

18 . a . 1 . 填写通知目的口岸的_____运输公司的空白抬头、空白背书的全套已装运洋轮的清洁提单（如系c&f / cif条款则注明运费已付，如系fob / fas条款则注明运费待收）。

18 . a . 2 . 由信用证受益人签名出具的发票5份，注明合同号、信用证号、商品名称、详细规格及装船唛头标记。

18 . a . 3 . 两份由信用证受益人出具的装箱单及 / 或重量单，注明每件货物的毛重和净重及 / 或尺码。

18 . a . 4 . 由制造商及 / 或装运口岸的合格、独立的公证行签发的品质检验证书及数量或重量证书各两份，必须注明货物的全部规格与信用证规定相符。

18 . a . 5 . 本交货条件第17条规定的装船通知电报或电传副本一份。

- 18 . a . 6 . 证明上述单据的副本已按合同要求寄出的书信一封。
- 18 . a . 7 . 运货船只的国籍已经买主批准的书信一封。
- 18 . a . 8 . 如系卖方保险需提供投保不少于发票价值110%的一切险和战争险的保险单。
- 18 . b . 不接受影印、自动或电脑处理、或复印的任何正本单据，除非这些单据印有清晰的正本字样，并经发证单位授权的领导人手签证明。
- 18 . c . 联运提单、迟期提单、简式提单不能接受。
- 18 . d . 受益人指定的第三者为装船者不能接受，除非该第三者提单由装船者背书转受益人，再由受赠人背书后方可接受。
- 18 . e . 信用证开立日期之前出具的单据不能接受。
- 18 . f . 对于c&f / cif货载，不接受租船提单，除非受益人提供租船合同、船长或大副收据、装船命令、货物配载图及或买方在信用证内所要求提供的其它单据副本各一份。
- 18 . g . 卖方须将提单、发票及装箱单各两份副本随船带交目的口岸的买方收货代理人_____。
- 18 . h . 载运货船启碇后，卖方须立即航空邮寄全套单据副本一份给买方，三份给目的口岸的对外贸易运输公司分公司。
- 18 . i . 卖方应负责赔偿买方因卖方失寄或迟寄上述单据而使买方遭受的一切损失。
- 18 . j . 中华人民共和国境外的银行费用由卖方负担。
- 19 . 合同所订货物如用空运，则本合同有关海运的一切条款均按空运条款执行。

20 . 危险品说明书

凡属危险品及 / 或有毒，卖方必须提供其危险或有毒性能、运输、仓储和装卸注意事项以及防治、急救、消防方法的说明书，卖方应将此项说明书各三份随同其他装船单据航空邮寄给买方及目的口岸的_____运输公司。

21 . 检验和索赔

货物在目的口岸卸毕60天内（如果用集装箱装运则在开箱后60天）经中国进出口商品检验局复验，如发现品质、数量或重量以及其它任何方面与本合同规定不符，除属于保险公司或船行负责者外，买方有权凭上述检验局出具的检验证书向卖方提出退货或索赔。因退货或索赔引起的一切费用包括检验费、利息及损失均由卖方负担。在此情况下，凡货物适于抽样及寄送时如卖方要求，买方可将样品寄交卖方。

22 . 赔偿费

因人力不可抗拒而推迟或不能交货者除外，如果卖方不能交货或不能按合同规定的条件交货，卖方应负责向买方赔偿由此而引起的一切损失和遭受的损害，包括买价及 / 或买价的差价、空舱费、滞期费，以及由此而引起的直接或间接损失。买方有权撤销全部或部分合同，但并不妨碍买方向卖方提出索赔的权利。

23 . 赔偿例外

由于一般公认的人力不可抗拒原因而不能交货或延迟交货，卖方或买方都不负责任。但卖方应在事故发生后立即用电报或电传告买方并在事故发生后15天内航空邮寄买方灾害发生地点之有关政府机关或商会所出具的证明，证实灾害存在。如果上述人力不可抗拒继续存在60天以上，买方有权撤销合同的全部或一部。

24 . 仲裁

双方同意对一切因执行和解释本合同条款所发生的争议，努力通过友好协商解决。在争议发生之日起一个合理的时间内，最多不超过90天，协商不能取得对买卖双方都满意的结果时，如买方决定不向他认为合适的有管辖权的法院提出诉讼，则该争议应提交仲裁。除双方另有协议，仲裁应在中国北京举行，并按中国国际贸易促进委员会对外贸易仲裁委员会所制订的仲裁规则和程序进行仲裁，该仲裁为终局裁决，对双方均有约束力。仲裁费用除非另有决定，由败诉一方负担。

卖方（签章）：_____ 买方（签章）：_____

_____年___月___日_____年___月___日

附件

contract no:_____

date:_____

the buyer:_____

the seller:_____

the contract , made out , in chinese and english , both version being equally authentic , by and between the seller and the buyer whereby the seller agrees to sell and the buyer agrees to buy the undermentioned goods subject to terms and conditions set forth hereinafter as follows:

1、 name of commodity and specification:_____

2、 country of origin & manufacturer:_____

3、 unit price (packing charges included):_____

4、 quantity:_____

5、 total value:_____

6、 packing (seaworthy):_____

7、 insurance (to be covered by the buyer unless otherwise):_____

8、 time of shipment:_____

9、 port of loading:_____

10、 port of destination:_____

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1、 mark shown as below in addition to the port of destination , packagenumber , gross and net weights , measurements and other marks as the buyer may require stencilled or marked conspicuously with fast and unfading pigments on each package. in the case of dangerous and/or poisonous cargo(es) , the seller is obliged to take care to ensure that the nature and the generally adopted symbol shall be marked conspicuously on each package.

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2、 terms of payment:

one month prior to the time of shipment the buyer shall open with the bank of an irrevocable letter of credit in favour of the seller payable at the issuing bank against presentation of documents as stipulated under clause 18. a. of section ii , the terms of delivery of this contract after departure of the carrying vessel. the said letter of credit shall remain in force till the 15th day after shipment.

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3、 other terms:

unless otherwise agreed and accepted by the buyer , all other matters related to this contract shall be governed by section ii , the terms of delivery which shall form an integral part of this contract. any supplementary terms and conditions that may be attached to this contract shall automatically prevail over the terms and conditions of this contract if such supplementary terms and conditions come in conflict with terms and conditions herein and shall be binding upon both parties.

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4、 fob/fas terms

14.1 the shipping space for the contracted goods shall be booked by the buyer or the buyer's shipping agent

14.2 under fob terms , the seller shall undertake to load the contracted goods on board the vessel nominated by the buyer on any date notified by the buyer , within the time of shipment as stipulated in clause 8 of this contract.

14.3 under fas terms , the seller shall undertake to deliver the contracted goods under the tackle of the vessel nominated by the buyer on any date notified by the buyer , within the time of shipment as stipulated in clause 8 of this contract.

14.4 10 -15 days prior to the date of shipment , the buyer shall inform the seller by cable or telex of the contract number , name of vessel , eta of vessel , quantity to be loaded and the name of shipping agent , so as to enable the seller to contact the shipping agent direct and arrange the shipment of the goods. the seller shall advise by cable or telex in time the buyer of the result thereof. should , for certain reasons , it become necessary for the buyer to replace the named vessel with another one , or should the named vessel arrive at the port of shipment earlier or later than the date of arrival as previously notified to the seller , the buyer or its shipping agent shall advise the seller to this effect in due time. the seller shall also keep in close contact with the agent or the buyer.

14.5 should the seller fail to load the goods on board or to deliver the goods under the tackle of the vessel booked by the buyer. within the time as notified by the buyer , after its arrival at the port of shipment the seller shall be fully liable to the buyer and responsible for all losses and expenses such as dead freight , demurrage. consequential losses incurred upon and/or suffered by the buyer.

14.6 should the vessel be withdrawn or replaced or delayed eventually or the cargo be shut out etc. , and the seller be not informed in good time to stop delivery of the cargo , the calculation of the loss in storage expenses and insurance premium thus sustained at the loading port shall be based on the loading date notified by the agent to the seller (or based on the date of the arrival of the cargo at the loading port in case the cargo should arrive there later than the notified loading date). the above mentioned loss to be calculated from the 16th day after expiry of the free storage time at the port should be borne by the buyer with the exception of force majeure. however , the seller shall still undertake to load the cargo immediately upon the carrying vessel's arrival at the loading port at its own risk and expenses. the payment of the afore-said expenses shall be effected against presentation of the original vouchers after the buyer's verification.

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5、 c&f terms

15.1 the seller shall ship the goods within the time as stipulated in clause 8 of this contract by a direct vessel sailing from the port of loading to china port. transshipment on route is not allowed without the buyer's prior consent. the goods shall not be carried by vessels flying flags of countries not acceptable to the port authorities of china.

15.2 the carrying vessel chartered by the seller shall be seaworthy and cargo worthy. the seller shall be obliged to act prudently and conscientiously when selecting the vessel and the carrier when chartering such vessel. the buyer is justified in not accepting vessels chartered by the seller that are not members of the club.

15.3 the carrying vessel chartered by the seller shall sail and arrive at the port of destination within the normal and reasonable period of time. any unreasonable deviation or delay is not allowed.

15.4 the age of the carrying vessel chartered by the seller shall not exceed 15 years. in case her age exceeds 15 years, the extra average insurance premium thus incurred shall be borne by the seller. vessel over 20 years of age shall in no event be acceptable to the buyer.

15.5 for cargo lots over 1,000 m/t each, or any other lots less than 1,000 metric tons but identified by the buyer, the seller shall, at least 10 days prior to the date of shipment, inform the buyer by telex or cable of the following information: the contract number, the name of commodity, quantity, the name of the carrying vessel, the age, nationality, and particulars of the carrying vessel, the expected date of loading, the expected time of arrival at the port of destination, the name, telex and cable address of the carrier.

15.6 for cargo lots over 1,000 m/t each, or any other lots less than 1,000 metric tons but identified by the buyer, the master of the carrying vessel shall notify the buyer respectively 7 (seven) days and 24 (twenty-four) hours prior to the arrival of the vessel at the port of destination, by telex or cable about its eta (expected time of arrival), contract number, the name of commodity, and quantity.

15.7 if goods are to be shipped per liner vessel under liner bill of lading, the carrying vessel must be classified as the highest or equivalent class as per the institute classification clause and shall be so maintained throughout the duration of the relevant bill of lading. nevertheless, the maximum age of the vessel shall not exceed 20 years at the date of loading. the seller shall bear the average insurance premium for liner vessel older than 20 years. under no circumstances shall the buyer accept vessel over 25 years of age.

15.8 for break bulk cargoes, if goods are shipped in containers by the seller without prior consent of the buyer, a compensation of a certain amount to be agreed upon by both parties shall be payable to the buyer by the seller.

15.9 the seller shall maintain close contact with the carrying vessel and shall notify the buyer by fastest means of communication about any and all accidents that may occur while the carrying vessel is on route. the seller shall assume full responsibility and shall compensate the buyer for all losses incurred for its failure to give timely advice or notification to the buyer.

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6、cif terms:

under cif terms, besides clause 15 c&f terms of this contract which shall be applied the seller shall be responsible for covering the cargo with relevant insurance with irrespective percentage.

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7、advice of shipment:

within 48 hours immediately after completion of loading of goods onboard the vessel the seller shall advise

the buyer by cable or telex of the contract number , the name of goods , weight (net/gross) or quantity loaded , invoice value , name of vessel , port of loading , sailing date and expected time of arrival (eta) at the port of destination. should the buyer be unable to arrange insurance in time owing to the seller's failure to give the above mentioned advice of shipment by cable or telex , the seller shall be held responsible for any and all damages and/or losses attributable to such failure.

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8、 shipping documents

18.1 the seller shall present the following documents to the paying bank for negotiation of payment:

18.1.1 full set of clean on board , "freight prepaid" for c&f/cif terms or "freight to collect" for fob/fas terms , ocean bills of lading , made out to order and blank endorsed , notifying _____ at the port of destination.

18.1.2 five copies of signed invoice , indicating contract number , l/c number , name of commodity , full specifications , and shipping mark , signed and issued by the beneficiary of letter of credit.

18.1.3 two copies of packing list and/or weight memo with indication of gross and net weight of each package and/or measurements issued by beneficiary of letter of credit.

18.1.4 two copies each of the certificates of quality and quantity or weight issued by the manufacturer and/or a qualified independent surveyor at the loading port and must indicate full specifications of goods conforming to stipulations in letter of credit.

18.1.5 one duplicate copy of the cable or telex advice of shipment as stipulated in clause 17 of the terms of delivery.

18.1.6 a letter attesting that extra copies of above mentioned documents have been dispatched according to the contract.

18.1.7 a letter attesting that the nationality of the carrying vessel has been approved by the buyer.

18.1.8 the relevant insurance policy covering , but not limited to at least 110% of the invoice value against all and war risks if the insurance is covered by the buyer.

18.2 any original document(s) made by rephotographic system , automated or computerized system or carbon copies shall not be acceptable unless they are clearly marked as "original." and certified with signatures in hand writing by authorised officers of the issuing company or corporation.

18.3 through bill of lading , stale bill of lading , short form bill of lading , shall not be acceptable.

18.4 third party appointed by the beneficiary as shipper shall not be acceptable unless such third party bill of lading is made out to the order of shipper and endorsed to the beneficiary and blank endorsed by the beneficiary.

18.5 documents issued earlier than the opening date of letter of credit shall not be acceptable.

18.6 in the case of c&f/cif shipments , charter party bill of lading shall not be acceptable unless beneficiary provides one copy each of the charter party , master's of mate's receipt , shipping order and cargo or stowage plan and/or other documents called for in the letter of credit by the buyer.

18.7 the seller shall dispatch , in care of the carrying vessel , two copies each of the duplicates of bill of lading, invoice and packing list to the buyer's receiving agent , _____ at the port of destination.

18.8 immediately after the departure of the carrying vessel , the seller shall airmail one set of the duplicate documents to the buyer and three sets of the same to _____ transportation corporation at the port of destination.

18.9 the seller shall assume full responsibility and be liable to the buyer and shall compensate the buyer for all losses arising from going astray of and/or the delay in the dispatch of the above mentioned documents.

18.10 banking charges outside the people's republic of china shall be for the seller's account.

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9、 if the goods under this contract are to be dispatched by air , all the terms and conditions of this contract in connection with ocean transportation shall be governed by relevant air terms.

20、 instruction leaflets on dangerous cargo:

for dangerous and/or poisonous cargo , the seller must provide instruction leaflets stating the hazardous or poisonous properties , transportation , storage and handling remarks , as well as precautionary and first-aid measures and measures against fire. the seller shall airmail , together with other shipping documents , three copies each of the same to the buyer and _____ transportation corporation at the port of destination.

2

1、 inspection & claims:

in case the quality , quantity or weight of the goods be found not in conformity with those as stipulated in this contract upon re-inspection by the china commodity import and export inspection bureau within 60 days after completion of the discharge of the goods at the port of destination or , if goods are shipped in containers , 60 days after the opening of such containers , the buyer shall have the right to request the seller to take back the goods or lodge claims against the seller for compensation for losses upon the strength of the inspection certificate issued by the said bureau , with the exception of those claims for which the insurers or owners of the carrying vessel are liable , all expenses including but not limited to inspection fees , interest , losses arising from the return of the goods or claims shall be borne by the seller. in such a case , the buyer may , if so requested , send a sample of the goods in question to the seller , provided that sampling and sending of such sample is feasible.

2

2、damages:

with the exception of late delivery or non-delivery due to "force majeure" causes , if the seller fails to make delivery of the goods in accordance with the terms and conditions , jointly or severally , of this contract , the seller shall be liable to the buyer and indemnify the buyer for all losses , damages , including but not limited to , purchase price and/or purchase price differentials , deadfreight , demurrage , and all consequential direct or indirect losses. the buyer shall nevertheless have the right to cancel in part or in whole of the contract without prejudice to the buyer's right to claim compensations.

2

3、force majeure:

neither the seller or the buyer shall be held responsible for late delivery or non-delivery owing to generally recognized "force majeure" causes. however in such a case , the seller shall immediately advise by cable or telex the buyer of the accident and airmail to the buyer within 15 days after the accident , a certificate of the accident issued by the competent government authority or the chamber of commerce which is located at the place where the accident occurs as evidence thereof. if the said "force majeure" cause lasts over 60 days , the buyer shall have the right to cancel the whole or the undelivered part of the order for the goods as stipulated in contract.

2

4、arbitration:

both parties agree to attempt to resolve all disputes between the parties with respect to the application or interpretation of any term hereof of transaction hereunder , through amicable negotiation. if a dispute cannot be resolved in this manner to the satisfaction of the seller and the buyer within a reasonable period of time , maximum not exceeding 90 days after the date of the notification of such dispute , the case under dispute shall be submitted to arbitration if the buyer should decide not to take the case to court at a place of jurisdiction that the buyer may deem appropriate. unless otherwise agreed upon by both parties , such arbitration shall be held in _____ , and shall be governed by the rules and procedures of arbitration stipulated by the foreign trade arbitration commission of the china council for the promotion of international trade. the decision by such arbitration shall be accepted as final and binding upon both parties. the arbitration fees shall be borne by the losing party unless otherwise awarded.

buyer (signature) : _____ seller (signature) : _____

合作股东协议参考文本

外国人收养中国人子女的收养协议

信箱托管合同

投资入股协议

隐名股东协议

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