# 买卖合同中英文版

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*买卖合同中英文版（精选4篇）买卖合同中英文版 篇1 编号\_\_\_\_\_\_\_\_\_\_\_\_\_日期\_\_\_\_\_\_\_\_\_\_\_\_\_ 买受人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 电报：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 传真：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 出卖...*

买卖合同中英文版（精选4篇）

买卖合同中英文版 篇1

编号\_\_\_\_\_\_\_\_\_\_\_\_\_日期\_\_\_\_\_\_\_\_\_\_\_\_\_

买受人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电报：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

传真：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

出卖人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电报：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电传：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

传真：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

本合同由买卖双方订立，根据本合同规定的条款，买方同意购买，卖方同意出售下述商品：

(1)货名及规格

(2)数量

(3)单价

(4)总价

(5)生产国别和制造厂商：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(6)装运期限：\_\_\_\_\_\_\_\_\_\_\_

(7)装运口岸：\_\_\_\_\_\_\_\_\_\_\_

(8)到货口岸：\_\_\_\_\_\_\_\_\_\_\_

(9)保险：\_\_\_\_\_\_\_\_\_\_\_

由买方投保。

(10)包装：

须用坚固的新木箱/纸箱包装，适合长途海运，防湿，防潮，防震，防锈，耐粗暴搬运。由于包装不良所发生的损失，由于采用不充分或不妥善的防护措施而造成的任何锈损，卖方应负担由此而产生的一切费用和/或损失。

(11)唛头：

卖方应在每件包装上，用不褪色油墨清楚地标刷件号、尺码、毛重、净重、“此端向上”、“小心轻放”、“切勿受潮”等字样，并刷有下列唛头：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(12)付款条件：

甲、信用证付款：在货物装运前一个月，买方应由\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_银行开立以卖方为受益人的不可撤销的信用证，凭本合同第13条甲项规定的装运单据交到\_\_\_\_\_\_\_\_\_\_\_\_\_(银行)后付款。

买受人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

出卖人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ 年 \_\_\_ 月 \_\_\_ 日

买卖合同中英文版 篇2

货物进口合同

合同编号(ContractNo.):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

签订日期(Date):\_\_\_\_\_\_\_\_\_\_\_

签订地点(Signedat):\_\_\_\_\_\_\_\_\_\_\_

买方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话(Tel):\_\_\_\_\_\_\_\_\_\_\_传真(Fax):\_\_\_\_\_\_\_\_\_\_

电子邮箱(E-mail):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

卖方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话(Tel):\_\_\_\_\_\_\_\_\_传真(Fax):\_\_\_\_\_\_\_\_\_\_\_

电子邮箱(E-mail):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

买卖双方同意按照下列条款签订本合同：

1.货物名称、规格和质量(Name,SpecificationsandQualityofCommodity)：

2.数量(Quantity)：

允许\_\_\_\_的溢短装(\_\_\_%moreorlessallowed)

3.单价(UnitPrice)：

4.总值(TotalAmount)：

5.交货条件(TermsofDelivery)FOB/CFR/CIF\_\_\_\_\_\_\_

6.原产地国与制造商(CountryofOriginandManufacturers):

7.包装及标准(Packing)：

货物应具有防潮、防锈蚀、防震并适合于远洋运输的包装，由于货物包装不良而造成的货物残损、灭失应由卖方负责。卖方应在每个包装箱上用不褪色的颜色标明尺码、包装箱号码、毛重、净重及“此端向上”、“防潮”、“小心轻放”等标记。

8.唛头(ShippingMarks)：

9.装运期限(TimeofShipment)：

10.装运口岸(PortofLoading)：

11.目的口岸(PortofDestination)：

12.保险(Insurance)：

由\_\_\_\_按发票金额110%投保\_\_\_\_\_险和\_\_\_\_\_附加险。

13.付款条件(TermsofPayment)：

(1)信用证方式：买方应在装运期前/合同生效后\_\_日，开出以卖方为受益人的不可撤销的议付信用证，信用证在装船完毕后\_\_日内到期。

买卖合同中英文版 篇3

加工装配合同

合同号：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

签订日期：\_\_\_\_\_\_\_\_\_\_\_\_\_

签约地：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

甲方（加工装配方）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_公司

地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话：\_\_\_\_\_\_\_\_\_\_\_传真：\_\_\_\_\_\_\_\_\_\_\_\_电子邮箱：\_\_\_\_\_\_\_\_\_\_

乙方（来料、来件方）：（境外）\_\_\_\_\_\_\_\_有限公司

地址：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话：\_\_\_\_\_\_\_\_\_\_\_传真：\_\_\_\_\_\_\_\_\_\_\_\_电子邮箱：\_\_\_\_\_\_\_\_\_\_

双方在遵守中华人民共和国法律、法规的前提下，本着本等互利的原则，就来料加工\_\_\_\_\_\_\_\_\_\_进行了充分协商，一致达成如下合同条款：

一、双方责任

1.甲方责任：

（1）提供有上盖之厂房\_\_\_\_\_\_\_\_平方米，无上盖场地\_\_\_\_\_\_\_\_平方米，工厂管理人员\_\_\_\_\_\_\_\_名，生产工人\_\_\_\_\_\_\_\_名、开业后\_\_\_\_\_\_\_\_月增至\_\_\_\_\_\_\_\_名。在合同期内代乙方加工生产上述产品，加工成品后交回乙方复出。

（2）提供现有水、电设备供加工生产之用，如需新安装水、电设施，其费用由乙方支付。

（3）办理来料加工、装配有关业务的进出口手续及对工厂实行行政、财务等管理，不得把工作以任何形式承包给任何单位和个人经营。

2.乙方责任：

（1）不作价提供加工上述产品及装修厂房和建造\_\_\_\_\_\_\_\_平方米简易厂房所需的设备材料（详见清单），分多批运抵甲方工厂，设备总值约\_\_\_\_\_\_\_\_万元。

（2）不作价提供加工上述产品所需的原料、辅料和包装物料，具体数量、规格在各份具体生产加工合同中订明。

（3）工人如因工作不力（含工厂管理人员），经教育无效者，乙方有权向甲方提出调换，但禁止非法搜查甲方工厂工人的身体。

二、加工数量

第一年加工上述产品，加工费约\_\_\_\_\_万元，从第二年开始的产量，应在前一年的基础上有所增加，具体数量应在生产合同中订明。

三、作价原则和工缴费

1.试产（培训）期为二个月，在试产期内，工人每人每月工缴费暂定为\_\_\_\_\_元，每月工作\_\_\_\_\_日，每天\_\_\_\_\_小时。

2.试产期满后，采取按件计算方式，在坚持互利原则的基础上、双方应根据加工的品种、规格、款式和工艺繁简不同进行定价，并在生产加工合同中订明为确保工人的合理收入，工缴费平均每人每月不低于\_\_\_\_\_元。需要加班时，加班费另计，但每个工人每天加班时间最长不得超过\_\_\_\_\_小时。

3.甲方工人生产消耗的水、电费由乙方负责。

4.每月乙方支付甲方\_\_\_\_\_元，作为工作管理费。

四、损耗率

1.试产期内的消耗率，实报实销。

2.试产期后的损耗率，由双方商定，并在生产加工合同中订明。

五、来料和交货期

1.乙方按生产合同的加工量，按月提供足够数量的原辅材料和包装物料。为使甲方工厂能正常生产，乙方必须在每批产品开始加工前\_\_\_\_天，将所需的原材料和包装物料运抵甲方工厂。除因人力不可抗拒之原因外，乙方来料不足，造成甲方工厂每月生产不足\_\_\_\_\_天，停工天数累计不得超过四天，否则，乙方应按 在厂工人以停工天数计，每人每天补助生活费\_\_\_\_\_元，支付给甲方工厂。

2.为使乙方能开展正常的业务活动，甲方应向乙方按商定的交货期，按时、按质、按量交货。如非人力不可抗拒原因，甲方不按时、按质、按量交货，造成乙方的经济损失，甲方应负赔偿之责任，赔偿数额可在具体的生产加工合同中订明。

3.由乙方提供的机械、通风、照明等设备及原辅材料、包装物料，在甲方工厂由双方进行交收登记，建立帐册。甲方工厂加工后的成品，在甲方工厂经乙方验收起运后，甲方不负产品规格、质量、短缺等任何责任。

六、结汇形式

工缴费及工人管理费每月结算一次，以D/P即期结汇或支票方式结汇，由甲方工厂会同（\_\_\_\_政府授权的处理来料加工事务并具有外贸经营权的）\_\_\_\_\_\_\_贸易公司(下称授权贸易公司)开具发票后，通过中国银行（深圳分行）向乙方在香港开户的银行（\_\_\_\_银行。帐号\_\_\_\_\_）办理。乙方超过\_\_\_\_\_天仍未付款给甲方，则按逾期天数，以当时香港银行利息一并付给甲方。乙方连续\_\_\_\_\_个月不结汇，甲方有权采取停止出货或其它措施。

七、劳动保护及运输与保险

1.工厂应做好劳动保护及安全工作，完善防尘、防烟、防毒设施，厂房保持通风光亮，内外环境卫生整洁，对有污染性项目，须经市环保部门批准，方能立项经营。

2.乙方提供的机械、通风、照明设备、原辅材料、包装物件及甲方工厂加工后的成品运输费用，均由乙方负责。

3.原辅材料、包装物料的运进，成品运出及加工期间存放的机械设备、原料和包装物料及操作机械的工人，均由乙方向\_\_\_\_\_保险公司投保。

八、技术交流

在设备运抵甲方工厂后，乙方应尽快派出人员进行安装，甲方派出人员进行协助。从试产期开始，乙方应派出技术人员到甲方工厂进行技术培训，直到工人能基本掌握生产技术，进行正常生产时为止。乙方技术人员的工资及一切费用由乙方负责，甲方提供生活上的方便。

九、合同期限

本合同经批准签订后，乙方须将商业登记及银行资信证明书交甲方办理营业执照经海关备案生效。有效期为\_\_\_\_\_年，即从\_\_\_\_年\_\_\_月\_\_\_ 日至\_\_\_\_年\_\_月\_\_日。如要提前终止或延长本合同，须在三个月前通知对方，并经双方协商处理终止或延长合同事宜。某方单独提前终止合同，要负责补偿对方的经济损失。补偿的办法，根据终止合同前半年内的每月平均工缴费为准，补偿两个月的工缴费总额给对方。

合同期满后，不动资产（如厂房、宿舍）归甲方所有，由乙方不作价提供的可动产（如机械、车辆、通风设备）归乙方所有，并按海关和有关规定及时办理核销手续。

双方同意，在本合同经批准签订后\_\_\_\_\_天内，乙方向甲方预付\_\_\_\_\_元，作为履约保证金，从甲方收到履约金之日起\_\_\_\_\_个月内，乙方仍不投产开业，履约保证金即无条件归甲方所有，同时，甲方有权废约。如乙方能按时投产开业，该履约保证金可作工缴费抵付给甲方。

十、仲裁

凡因本合同引起的或与本合同有关（包括任一生产加工合同）的任何争议，应通过友好协商解决，协商不能解决，均应提交中国国际经济贸易仲裁委员会深圳分会，按照申请仲裁时该会施行有效的仲裁规则进行仲裁。仲裁裁决是终局的,对双方均有约束力。

十一、语言

本合同以英文和中文书就，两种文本具有同等效力。但在对其解释产生异议时，以中文文本为准。

十二、合同的份数和修订

本合同正本一式五份，甲、乙双方、海关、车管所、政府授权的处理来料加工事务并有外贸经营权的\_\_\_\_\_公司各一份，副本若干份，均具有同等效力。

本合同有如未尽事宜，双方可随时补充或修改，并报政府有关部门批准实施。

甲方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_          乙 方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

授权代表：\_\_\_\_\_\_\_\_\_\_\_\_\_         授权代表：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

授权贸易公司：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

代表(签字）：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT FOR PROCESSING ASSEMBLY

Contract No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Conclusion Date: \_\_\_\_\_\_\_\_\_\_\_\_

Conclusion Place: \_\_\_\_\_\_\_\_\_\_\_

Party A: \_\_\_\_\_\_\_\_\_\_ Company (Party of Processing or Assembling)

Legal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party B:\_\_\_\_\_\_\_\_\_\_\_ Ltd. (Party of Supplying Materials and Parts)

Legal Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_; E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party A and Party B, according to the laws and policies of the People s Republic of China and the relevant regulations and the principles of equality and mutual benefit, have held discussions relating to the processing and assembling of (plastic toy products) and have reached agreement on the following contractual clauses:

1. Responsibilities

(1)Responsibilities of Party A

1) Party A shall provide factory space consisting of \_\_\_\_\_ square metres, field of \_\_\_\_\_ square metres without covering, \_\_\_\_\_ factory management person and \_\_\_\_\_ workers for the first phase. The number of workers shall be increased to \_\_\_\_\_ twelve months after operation. Within the Contract term, Party A shall process the products for party B which shall be re-exproted to \_\_\_\_\_.

2) The water supply and utility equipment required for processing shall be provided by Party A. If additional installations of water and electric facilities are required, the expenses thereof shall be borne by Party B.

3) Party A shall arrange all the necessary import and export approvals required for processing and assembly and provide administration and acing management for the processing plant. Party A cannot assign Party A s responsibilities to any other party or inpidual in any way.

(2) Responsibilities of Party B

1) To provide the equipment with the total value of \_\_\_\_\_.

2) To provide the raw materials, indirect materials and packaging materials for processing the products. Quantities and specifications are to be specified in separate processing contracts.

3) In the event any personnel, including management shows substandard performance and makes no improvement after retraining, Party B shall have the right to request Party A to replace such persons. However, any physical search of the workers shall be regarded as illegal and prohibited.

2. Quantity of Products

During the first year, the total processing fee shall amount to \_\_\_\_\_. From the second year, the quantity shall be increased. Details shall be specified in separate processing contracts.

3. Price Salary

(1) The trial production (including training) period shall be \_\_\_\_\_. During such period, the workers shall be paid \_\_\_\_\_ per month on the basis of \_\_\_\_\_ working days per month and \_\_\_\_\_ working hours per day.

(2) After the trial production period, the worker s payment shall be calculated according to actual production quantities. On the basis of mutual benefit, both parties shall consider the processing fee, which shall be specified in separate processing contracts, according to different kinds of products, specifications, styles and engineering procedures. In order to ensure the reasonable income of the workers, the worker s monthly salary shall be maintained no lower than \_\_\_\_\_. If overtime work is required, payment shall be calculated separately. However, overtime shall not exceed \_\_\_\_\_ hours a day.

(3) Expenses for water and electricity in Party A s plant shall be borne by Party B.

(4) Every month Party B shall pay \_\_\_\_\_ to Party A for management expenses.

4. Proportion Products Damaged

(1) During the trial production period, Party B shall absorb the cost of products damaged.

(2) After the trial production period, the proportion of damaged products shall be mutually considered and decided by both parties and specified in separate processing contracts.

5. Shipment of Raw Materials Finished Products

(1) Every month, Party B shall provide sufficient raw materials and packaging materials according to the contracted processing volume. To ensure the normal production of Party A s plant, Party B shall ship such materials to the plant\_\_\_\_\_ days before the production of each lot of products. Except for reason of force majeure, the plant shall operate for more than \_\_\_\_\_ days in a month. In case production is held up for \_\_\_\_\_ days to insufficient supply of raw materials, Party B shall calculate the actual days when production is shut down and pay to Party A the workers living expenses at the rate of \_\_\_\_\_ per person per day.

(2) To ensure the normal operation of Party B s business activities, Party A shall deliver the finished products to Party B in accordance with the time of delivery, quality and quantity. Except for reason of force majeure, in case losses to Party B are caused due to Party A s failure to make delivery as mentioned above, Party A shall be responsible for the compensation. Details of such compensation shall be mutually agreed upon in separate processing contracts.

(3) Both parties shall mutually inspect and document the equipment and materials provided by Party B, such as machinery, ventilation and lighting equipment and raw materials. After the finished products are inspected and shipped from the plant by Party B, Party A shall be free of any responsibility in regard to specifications, quality and quantity, etc.

6. Method of Payment

Payment of workers salary and management fee shall be settled once a month by D/P, which shall be conducted through Bank of China \_\_\_\_\_\_\_\_\_Branch by Party B s bank in \_\_\_\_\_ (\_\_\_\_\_Bank, Ac NO.\_\_\_\_\_\_) in accordance with the invoices issued by Party A and a Trade Company (authorized by the local government to be ige of affairs of processing and assembly and with foreign trade authority, hereinafter referred to as the Authorized Trade Company). In case Party B s payment is delayed for \_\_\_\_\_ days, Party B shall be responsible for the interest incurred according to the bank s interest rate; in case payment is not settled for \_\_\_\_\_ consecutive months, Party A shall have the right to suspend delivery of the finished products or take other measures.

7. Labour Protection Insurance

(1) The plant shall take safety measures and protect the workers from dirt, smoke and poisonous materials. The factory shall be maintained ventilated and bright, and the surroundings clean and tidy.

(2) The transportation expenses for the machinery, ventilation and lighting equipment, raw materials, indirect materials, packaging materials and the finished products shall be paid for by Party B.

(3) All insurance for the transportation and storage of the above materials, machinery and equipment and coverage of the workers operating the machinery shall be arranged through the \_\_\_\_\_ Insurance Company of.

8. Technical Exchange

After the arrival of the equipment in the plant, Party B shall dispatch personnel to install such equipment, while Party A shall arrange personnel to assist the installation. When the trial production begins, Party B shall provide technical personnel to carry out the training until the workers have mastered the technology and the production operates normally. Party B shall be responsible for the technical personnel s salary and all related expenses, and Party A shall provide daily necessities.

9. Contract Term

After this contract is signed and approved, Party B shall present to Party A its Commercial Registration and Bank Credit Certificate for Party A to arrange business licence and Customs Registration. The term of this contract shall be three years, e.g. from\_\_\_\_\_\_ to\_\_\_\_\_\_\_\_. If either party wishes to terminate in advance or extend the contract, the responsible party shall inform the other party three months in advance so that both parties can discuss and settle such a termination or extension. If either party terminates the contact before the term expires, the responsible party shall compensate the other party for the losses in such case, the responsible party shall pay the other party as compensation the amount of \_\_\_\_\_ times the monthly processing fee. The fee will be based on the average monthly fee of the previous \_\_\_\_\_ months.

After the contract term expires, the real estate such as the factory building and dormitory building shall return to Party A and the machinery and equipment delivered by Party b shall be returned to Party B. Customs clearance procedures shall be gone through according to relevant regulations.

Both parties agree that, within \_\_\_\_\_ days after the contract is signed and approved, Party B shall pay Party A the amount of \_\_\_\_\_ as its guarantee to carry out the contract. If, within \_\_\_\_\_ months after Party A s receipt of such amount, Party B still cannot arrange to start production, the amount shall be forfeited to Party A unconditionally and Party A shall have the right to cancel the contract. If Party B can start production on time, the amount will be deducted from the processing fee.

10. Arbitration

Any dispute arising from or in connection with this Contract (and including all the separate processing contracts) shall be settled through amicable negotiation. Should no settlement be reached through negotiation, the case shall then be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) ,Shenzhen Commission for arbitration that shall be conducted in Shenzhen in accordance with the CIETAC s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon parties.

11. Language

The present contract is drawn in Chinese and English as well, both texts being equally authentic. In case of any pergence of interpretation, the Chinese text shall prevail.

12. Amendment and Copies

This contact is made out in \_\_\_\_\_ copies respectively held by the Parties, the Customs, Vehicle Authority and the Authorized Trade Company. They shall have the same force.

If there are other issues not covered in the contract, both parties can discuss to supplement or amend the contract and submit the results to relevant departments for approval.

Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Party B:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Authorized Representative:\_\_\_\_\_\_\_\_

The Authorized Trade Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

买卖合同中英文版 篇4

借款人(以下简称甲方)：Borrower(hereinaftercalledPartyA):

身份证件名称及号码：IDnameandcodeNo:IDcardNumber

住所：Addressoflivingplace:

联系电话：Postcode:邮编：Contactnumber:

贷款人(以下简称乙方)：Lender(hereinaftercalledPartyB):

住所：Addressoflivingplace:

联系电话：Postcode:邮编：Contactnumber:

抵押人：Mortgager:

身份证件名称及号码：IDnameandcodeNo:IDcardNumber

住所：Addressoflivingplace:

联系电话：Postcode:邮编：Contactnumber:

出质人：Pledger:

身份证件名称及号码：IDnameandcodeNo:IDcardNumber

住所：Addressoflivingplace:

联系电话：Postcode:邮编：Contactnumber:

保证人：Guarantor:

身份证件名称及号码：IDnameandcodeNo:IDcardNumber

住所：Addressoflivingplace:

联系电话：Postcode:邮编：Contactnumber:

根据中华人民共和国民法典和民法典的相关规定，甲方、乙方和担保方经过协商，就乙方向甲方贷款事宜达成如下合同条款。

第一条借款金额Article1AmountofLoan

详见本合同第十四条第一款。

第二条借款用途Article2PurposeofLoan

详见本合同第十四条第二款。

第三条借款利率Article3InterestofLoan

一、借款利率详见本合同第十四条第三款。

二、本合同履行期间，遇中国人\*银行贷款利率调整，借款利率按有关规定调整与执行，乙方将在营业场所对贷款利率调整情况进行公告，不再另行书面通知甲方。

第四条借款期限及还款总期数

一、借款期限详见本合同第十四条第四款。

二、实际借款发放日与本合同约定的日期不一致时，以实际借款发放日为准计算借款期限。

三、甲、乙双方约定甲方按期还款，确定还款总期数，详见本合同第十四条第四款。

第五条借款发放Article5ReleaseofFundsundertheLoan

一、乙方发放借款的前提是甲方提供了符合乙方要求的证明材料，履行了乙方要求的申请借款和担保手续，签署了申请借款所需法律文件并经乙方审查同意。

二、甲方授权乙方在审查同意后，将借款直接划入甲方指定并经乙方认可的账户(账户名称、账号详见第十四条第五款)，即为乙方依约履行了向甲方提供借款的义务。

三、本合同项下的借款发放后，甲方就所购商品或服务发生的任何纠纷，均与乙方无关，本合同应正常履行。

第六条借款偿还Article6RepaymentoftheLoan

一、甲方应根据乙方相关贷款办法规定，在下述四种还款方式中选择一种方式归还借款本息，甲方选择的还款方式详见本合同第十四条第六款：

二、甲方应当于乙方规定的每期还款日(详见第十四条第六款)前，将当期应偿还的借款本息及逾期的罚息、复利等足额存入在乙方开立的还款账户(账户名称及账号见第十四条第六款)，并不可撤销地授权乙方于当期还款日直接从该账户划收应收款项。

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