# 英文汽车合同范本(15篇)

来源：网络 作者：星海浩瀚 更新时间：2024-07-17

*英文汽车合同范本1技 术 合 作 协 议Technical Cooperation Agreement甲方：XX油脂化学有限公司Party A: XX Grease Chemical Co. , Ltd.地址： XX高新技术工业园Addre...*

**英文汽车合同范本1**

技 术 合 作 协 议

Technical Cooperation Agreement

甲方：XX油脂化学有限公司

Party A: XX Grease Chemical Co. , Ltd.

地址： XX高新技术工业园

Address:XXHigh-tech Industrial Park

法定代表人：XXX

Legal Representative: XXX

乙方：

Party B:

地址：

Address:

本协议合作双方就组建技术研发团队事项，经过平等协商，在真实、充分地表达各自意愿互惠互利的基础上，根据《^v^合同法》的规定，达成如下协议，并由合作各方共同恪守。

This Agreement, concerning the setting up of a technical research and development team, is made according to the Contract Law of PRC regulations and entered into through equal negotiation by both Parties as the free and full expression of their own wishes to mutual benefits, and to this end both Parties shall abide by this Agreement as following.

第一条、 甲方同意雇用乙方为新产品研发技术顾问。乙方同意为甲方提供技术

顾问服务。

Article 1: Party A hereby agrees to employ party B as the technical consultant for the new product research and development. Party B hereby agrees to offer technical consultation service to Part A.

第二条、 甲方同意每月支付乙方的研究费用，包括：薪资、办公费、检测费、

差旅费以及其他相关费用。

Article 2: Party A hereby agrees to pay Party B for the research each month, including salaries, administrative expenses, detection cost, traveling expenses and other cost associated.

第三条、 乙方有责任为甲方提供相关国内外技术及市场信息，并及时答复甲方

技术上所遇到的问题。

Article 3：Party B is responsible to provide relevant technical and market information home and abroad and is ready to answer any technical problem frequently asked by Party A.

第四条、 乙方有义务向甲方提供有关个人简历和相关证明材料，甲方要尊重乙

方个人隐私，有义务妥善保管相关材料。

Article 4: Party B shall has the obligation to provide Party A with any relevant personal resume and reference documents as necessary. Party A shall respect the personal privacy of Party B and has the obligation to properly keep those materials.

第五条、 乙方同意所研发的产品所有知识产权归甲方所有，乙方不得将相关技

术信息泄露给任何第三方，否则需要承担一切法律后果。

Article 5: Party B hereby agrees that the intellectual property of any product as researched and developed herein shall be owned by Party A. Party B shall not be allowed to disclose any technical information concerned to the third party, or it shall take all the legal consequences.

第六条、 甲乙双方同意通过紧密合作达到共同目标；每年增加一到三个项目；

每年申请一到三个发明专利；每年完成一到两个能够通过专家认证的

新产品；每年至少向市场推广两个产品。

Article 6: Both Parties agree to achieve their common goals by their close cooperation. It is planned to add one to three projects each year and to apply for one to three patents for inventions each year, to make one to two new products certified by experts each year, and to promote at least two products to the market each year.

第七条、 此协议甲乙双方各执一份，没有在协议中提到的事项双方需协商解决。 Article 7: This Agreement is held by both Parties, one for each respectively. Any issue not mentioned in this Agreement shall be settled by both Parties through negotiation.

此协议从签字当日起生效。

This Agreement shall take effect from the date of signature.

甲方：乙方：

Party AParty B:

签字：签字：

Signature: Signature:

日期：日期：

DateDate:

**英文汽车合同范本2**

主合同编号（Contract NO）：

买 方（Buyer）：

地 址（Add）：

电话（Tel）：传真（Fax）：

生产厂（Producer）：

地 址（Add）：

电话（Tel）：传真（Fax）：

为体现诚实信用的`合同履行精神，防止延期交货的情况出现，双方协商一致，特制定如下条款：

In order to reflect the spirit of good faith and for avoidance of any delay in delivery, both parties hereby agree as follows:

一、本协议是执行主合同的关于延期交货的特别约定，主合同编号为：。

This agreement shall constitute a special covenant for implementing the provisions of delayed delivery as set forth in the Master Contract(Contract ).

二、主合同约定的交货日期为： 年 月 日，运输方式为海运集装箱。

Delivery date provided in the Master Contract shall be \_\_\_\_\_\_\_\_\_, and transportation mode is marine container.

三、若生产厂无法按照上述交货期限的约定交货的，则买方有权要求改为空运方式运输，相应的空运费用约 美元（USD）从买方应当支付给生产厂的货款中扣除。(实际扣除金额以空运费单据为准)

Where the Producer fails to deliver goods pursuant to the above delivery period, the Buyer has right to amend the original transportation mode to air transportation and corresponding air freight charge is around \_\_\_\_\_\_\_(USD) deductible from payments for goods made by the Buyer to the Producer. (actual deductible amount shall be subject to air freight receipts)

买 方（Buyer）：

买方代表人：（签章）Representative： (Sgn & Samp)

生产厂（Producer）：

生产厂代表人：（签章）Representative： (Sgn & Samp)

签约时间： 年 月 日

Date of Signing：（D-M-Y）

注：本合同内容如有中英文翻译误差，以中文为准。

Note: If this contract content has any error of translation, subject to Chinese.

**英文汽车合同范本3**

甲方：party a： 乙方：party b：

合同编号： contract no

日期：date：

签约地点：signed at：

特约定：

甲方基于下文所列各种因素，特与乙方达成了协议并一致同意：由甲方在订约日期之翌日起\_\_\_\_\_天之内为乙方建造并完成\_\_\_\_\_(涉约建筑)。涉约建筑之规模及所需的钢筋、水泥、砖块、石子和其它建筑材料之数量，均在作为合同附件的设计图和施工细则中予以说明。

witnesses that the party a for considerations hereinafter named, contracts and agrees with the party b that party a will, within\_\_\_\_\_ days, next following the date hereof, build and finish a libarary building for party b. ( the building hereinafter is referred to as the said building.) the said building is of the following dimensions, with reinforced concrete, brick, stones and other materials, as are described in plans and specifications gereto annexed.

基于上述情况，乙方及其法定代表郑重承诺向甲方支付人民币\_\_\_\_\_元整。支付方法商定如下：

in consideration of the foregoing, party b shall, for itself and its legal representatives, promise to pay party a the sum of one million rmb yuan in manner as follows, to wit：

在上述工程开工之日，支付人民币\_\_\_\_\_元整

在\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日，支付人民币\_\_\_\_\_元整

甲方：party a： 乙方：party b：

合同编号： contract no

日期：date：

签约地点：signed at：

**英文汽车合同范本4**

编号： No：

日期： Date ：

签约地点： Signed at：

卖方：Sellers：

地址：Address： 邮政编码：Postal Code：

电话：Tel： 传真：Fax：

买方：Buyers：

地址：Address： 邮政编码：Postal Code：

电话：Tel： 传真：Fax：

买卖双方同意按下列条款由卖方出售，买方购进下列货物：

The sellers agrees to sell and the buyer agrees to buy the undermentioned goods on the terms and conditions stated below：

1 货号 Article No.

2 品名及规格 Description&Specification

3 数量 Quantity

4 单价 Unit Price

5 总值：

数量及总值均有\_\_\_\_\_%的增减，由卖方决定。

Total Amount

With \_\_\_\_\_% more or less both in amount and quantity allowed at the sellers option.

6 生产国和制造厂家 Country of Origin and Manufacturer

7 包装： Packing：

8 唛头： Shipping Marks：

9 装运期限：Time of Shipment：

10 装运口岸：Port of Loading：

11 目的口岸：Port of Destination：

12 保险：由卖方按发票全额110%投保至\_\_\_\_\_为止的\_\_\_\_\_险。

Insurance：To be effected by buyers for 110% of full invoice value covering \_\_\_\_\_ up to \_\_\_\_\_ only.

13 付款条件：

买方须于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日将保兑的，不可撤销的，可转让可分割的即期信用证开到卖方。 信用证议付有效期延至上列装运期后15天在中国到期，该信用证中必须注明允许分运及转运。

Payment：

By confirmed， irrevocable， transferable and pisible L/C to be available by sight draft to reach the sellers before \_\_\_/\_\_\_/\_\_\_\_\_ and to remain valid for ingotiation in China until 15 days after the aforesaid time of shipment. Tje L/C must specify that transhipment and partial shipments are allowed.

14 单据：Documents：

15 装运条件：Terms of Shipment：

16 品质与数量、重量的异义与索赔：Quality/Quantity Discrepancy and Claim：

17 人力不可抗拒因素：

由于水灾、火灾、地震、干旱、战争或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本协议，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件通知另一方，并在不可抗力事件发生15天内将有关机构出具的不可抗力事件的证明寄交对方。

Force Majeure：

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood， fire， earthquake， draught， war or any other events which could not be predicted， controlled， avoided or overcome by the relative party. However， the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

18 仲裁：

在履行协议过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际贸易促进委员会对外贸易仲裁委员会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉一方负担。

Arbitration

All disputes arising from the execution of this agreement shall be settled through friendly consultations. In case no settlement can be reached， the case in dispute shall then be submitted to the Foreign Trad Arbitration Commission of the China Council for the Promotion of International Trade for Arbitration in accordance with its Provisional Rules of Procedure. The decesion made by this commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party， unless otherwise awarded.

19 备注：Remark：

卖方：Sellers： 买方：Buyers：

签字：Signature： 签字：Signature：

销售合同SALES CONTRACT

日期： 合同号码：

Date： Contract No.：

买 方： （The Buyers） 卖方： （The Sellers）

兹经买卖双方同意按照以下条款由买方购进，卖方售出以下商品：

This contract is made by and between the Buyers and the Sellers; whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned goods subject to the terms and conditions as stipulated hereinafter：

（1） 商品名称：

Name of Commodity：

（2） 数 量：

Quantity：

（3） 单 价：

Unit price：

（4） 总 值：

Total Value：

（5） 包 装：

Packing：

（6） 生产国别：

Country of Origin ：

（7） 支付条款：

Terms of Payment：

（8） 保 险：

insurance：

（9） 装运期限：

Time of Shipment：

（10） 起 运 港：

Port of Lading：

（11） 目 的 港：

Port of Destination：

（12）索赔：在货到目的口岸45天内如发现货物品质，规格和数量与合同不附，除属保险公司或船方 责任外，买方有权凭中国商检出具的检验证书或有关文件向卖方索赔换货或赔款。

Claims：

Within 45 days after the arrival of the goods at the destination， should the quality， Specifications or quantity be found not in conformity with the stipulations of the contract except those claims for which the insurance company or the owners of the vessel are liable， the Buyers shall， have the right on the strength of the inspection certificate issued by the and the relative documents to claim for compensation to the Sellers

（13）不可抗力：由于人力不可抗力的原由发生在制造，装载或运输的过程中导致卖方延期交货或不 能交货者，卖方可免除责任，在不可抗力发生后，卖方须立即电告买方及在14天内以 空邮方式向买方提供事故发生的证明文件，在上述情况下，卖方仍须负责采取措施尽 快发货。

Force Majeure ：

The sellers shall not be held responsible for the delay in shipment or non-deli-very of the goods due to Force Majeure， which might occur during the process of manufacturing or in the course of loading or transit. The sellers shall advise the Buyers immediately of the occurrence mentioned above the within fourteen days there after 。 the Sellers shall send by airmail to the Buyers for their acceptancea certificate of the accident. Under such circumstances the Sellers， however， are still under the obligation to take all necessary measures to hasten the deliveryof the goods.

（14）仲裁：凡有关执行合同所发生的一切争议应通过友好协商解决，如协商不能解决，则将分歧提 交中国国际贸易促进委员会按有关仲裁程序进行仲裁，仲裁将是终局的，双方均受其约束，仲裁费用由败诉方承担。

Arbitration ：

All disputes in connection with the execution of this Contract shall be settled friendly through negotiation. in case no settlement can be reached， the case then may be submitted for arbitration to the Arbitration Commission of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedure promulgated by the said Arbitration Commission 。 the Arbitration committee shall be final and binding upon both parties. and the Arbitration fee shall be borne by the losing parties.

买方： 卖方：

-------------------- ---------------------

（授权签字） （授权签字）

**英文汽车合同范本5**

编号：

Contract No:

日期:

Date:

签约地点：

Signed at:

卖方：

Sellers:

地址：

Address:

邮政编码：

Postal Code:

电话：

Tel:

传真：

Fax:

买方：

Buyers:

地址：

Address:

邮政编码：

Postal Code:

电话：

Tel: 传真：

Fax:

兹确认售予买方下列货品，其成交条款如下：

The Seller hereby confirms selling the following goods on terms and conditions

(1)公差：数量及总值均有\_\_\_\_\_%的增减,由卖方决定

Tolerance: With \_\_\_\_\_% more or less both in amount and quantity allowed at the

sellers option.

(2) 原产地

Country of Origin:

(3) 付款方式：30%预付，70%发货前一周付清.

Payment terms: 30% deposit, 70% payment within one week before delivery.

(4) 交货时间：收到预付款后15天内完成装运。

Time of shipment: Within15 days after deposit received.

(5) 贸易方式：FOB Shanghai

Terms of Shipment: FOB Shanghai

(6) 包装：胶合板木盘外封铁皮

Packing： Plywood drum with steel sheet cover.

(7) 保险：由卖方按发票全额110%投保至\_\_\_\_\_为止的\_\_\_\_\_险。

Insurance： To be effected by seller for 110% of full invoice value covering \_\_\_\_\_ up to \_\_\_\_\_ only.

(8) 装运口岸：中国上海港

Port of Loading: Shanghai Port, China

(9) 转运：允许

Transshipment: Allowed

(10 分批装运：允许分批装运

Partial Shipment: Allowed

(11) 目的口岸：

Port of Destination:

(12) 唛头：Shipping Marks：

(13) 单据：Documents：

(14) 品质与数量、重量的异义与索赔：Quality/Quantity Discrepancy and Claim：

(15) 逾期发运：如果由于买方原因造成逾期发运，买方承担责任。造成自签订合同之日起超过45天不能发运的，卖方将每日按货物金额的3%收取保管费；如果由于买方原因造成逾期发运超过6个月，卖方有权自行处置定金和货物。如果是卖方原因造成的逾期发运，卖方需提前告知买方并得到买方的确认并承担其他相关费用。

LAST SHIPMENT: if the late delivery is caused by the buyer, the buyer shall bear the

responsibility. If the delay has being made more than 45 days from the signing of the Sales Contract hereof, the buyer shall pay 3% of total amount each day, and if the delay is more than 6 months, the Seller has the right to dispose the down payment and the goods. If the late delivery is caused by the Seller, the Seller shall inform the Buyer in advance and get confirmation from the Buyer, and the related expense shall be born by the Seller.

(16) 质量/数量异议：对于质量方面的异议，买方必须在货物抵达目的港后30天之类提出：对于数量方面的异议，买方必须在货物抵达目的港后15天之内提出。对由于保险公司、运输公司、其他运输机构或邮局的原因所造成的货物差异，卖方不负任何责任。 QUALITY/QUANTITY DISCREPANCY: In case of quality discrepancy, claim shall be filed by the Buyer within 30 days after the arrival of the goods at port of destination; while for quantity discrepancy, claim shall 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 goods shipped due to causes for which the Insurance Company, Shipping Company, other transportation organization or Post Office are liable.

(17) 不可抗力：卖方对由于下列原因而导致不能或暂时不能履行全部或部分合同义务的，不负责任：水灾、火灾、地震、干旱、战争或其他任何在签约时卖方不能预料、无法控制且不能避免和克服的事件。但卖方因尽快地将所发生的事件通知对方，并应在事件发生后15天内将有关机构出具的不可抗力事件的证明寄交对方。如果不可抗力事件之影响超过120天，双方应协商合同继续履行或终止履行的事宜。

FORCE MAJEURE: Seller shall not be responsible for failure or delay in performance of entire or portion of these Sale Contract obligations in consequence of Force Majeure incidents: flood, fire, earthquake, drought, war, or any other matters couldn’t be foreseen or controlled or couldn’t be avoided. But Seller shall inform the incidents to Buyer immediately, and shall delivery the certificate of Force Majeure incidents issued by related organization within 15 days after the incidents happened. If the incidents influence more than 120 days, both parties shall negotiate to decide whether to execute or terminate the Sales Contract.

(18) 仲裁：因履行本合同所发生的一切争议，双方应友好协商解决，如协商仍不能解决争议，则应将争议提交中国国际经济贸易仲裁委员会（北京），依据其仲裁规则仲裁。仲裁裁决是终局的，对双方都有约束力。仲裁费应由败诉一方承担，但仲裁委员会另有裁定的除外。在仲裁期间，除仲裁部分之外的其他合同条款应继续执行。

ARBITRATION: All disputes across from the execution of, or in connection with this Sales Contract shall be settled friendly through negotiation, in case no settlement can be reached, the case shall then be submitted to China International Economic and

Trade Arbitration Commission, Beijing for arbitration in accordance with its provisional rules of procedure. The result of arbitration shall be born by the losing party except for the condition the Commission has other judgment. During the arbitration period, clauses beside of the arbitrated parts shall be executed.

(19) 本合同为中英文对应，一式两份，买卖双方各执一份；合同自卖方签字盖章、买方签字后生效（传真件以及扫描具有正版相等法律效应）。

The Sales Contract is concluded in Chinese and English with same effectiveness, and will come into effect on stamp of Seller and signing by Buyer. The Sales Contract is in dual original and each party shall have one original copy of this Sales Contract. (Any scanned and faxed copy shall have the same legal effect as the original one.)

(20) 备注：

Remark：

买方确认签署： 卖方确认签署：

For and on behalf of Buyer: For and on behalf of Seller:

**英文汽车合同范本6**

FIB PURCHASE CONTRACT

买方：

The Buyer： Co.,ltd

地址：

Add:

Tel:

Fax:

The Seller:

Add:

TEL:

Fax:

1. 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：

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

CIF terms as per Incoterms 20xx

CIF条款按《20xx年国际贸易术语解释通则》规定

2. 制造国别和厂商 COUNTRY OF ORIGIN AND MANUFACTURERS:

3. 运输方式：MEANS OF TRANSPORTATION

空运运输至成都

The shipment shall be made by air in container to CHENGDU port

4. 交货期限TERM OF DELIVERY:

签订合同后4至6周内交货.Allow 4-6 weeks for delivery after contract signed.

5. 出运口岸 PORT OF SHIPMENT:

Antwerp 安特卫普

6. 包装：PACKING：

包装为牢固的新木箱，适合长途运输，防湿、防锈、耐搬运。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. 木质包装须经热处理并附有IPPC 标志。

To be adequately packed in new strong wooden cases suitable for long distance transportation and well protected against dampness, rust and rough handling. The Seller shall be liable for any damage to the goods on account of improper

packing and for any rust damage attributable to inadequate or improper protective measures taken by the Seller, and in such case or cases any and all expenses incurred in consequence there of shall be borne by the Seller. The wooden packages must be heat treated and bear “IPPC” sign on the surface.

7. 运输标志： SHIPPING MARK:

卖方应在每件包装上用不退色油墨标刷： 箱号，外形尺寸，毛重以及“切勿受潮”等英文字样，并注有下列运输标志： The Seller shall mark on each package with fadeless paint the package number, gross weight, measurement and the wordings: “KEEP AWAY FROM MOISTURE” etc. and the shipping mark: 8.付款条件 TERMS OF PAYMENT:

电汇付款：在发货前收到卖方提供的发货通知、发票、装箱单扫描件，通过电汇的方式支付合同金额的100% (\*\*\*) By T/T: 100% of the contract value（EUR\*\*\*）will be paid by T/T before shipment when the buyer get the copys of delivery note、invoice and packing list.

9.发货时，卖方应将以下清关单据与货物一起装运,运交买方.One complete documents of customs clearance shall be packedand delivered together with consignment

(1) 运输单据，一份正本两份副本。运输单据上要注有“运费已付”、合同号和唛头。

Transport Document in one original and two copies marked “Freight Prepaid”, contract number and shipping marks.

(2) 商业发票。3份手签原件，并显示合同号、信用证号和唛头。 合同号 Contract No: 日期 Date:

Manually signed commercial invoice in 3 originals indicating the Contract number, L/C number, shipping marks.

(3) 保险单或保险证明书2份，注明投保一切险。Insurance policy or certificate in 2copies, covering all risks.

(4) 由制造商签发的装箱单一份原件两份复印件。Packing list issued by the Manufacturer in 1 original and 2 copies.

(5) 由制造商签发的质量证明书一份原件一份复印件。Certificate of Quality issued by the Manufacturer in 1 original and 1 copy.

(6) 由制造商签发的数量证明书一份原件一份复印件。Certificate of Quantity issued by the Manufacturer in 1 original and 1

copy.

(7) 在货物装运后，由卖方通知买方装运内容的传真复印件一份。A copy of fax to the Buyer advising particulars of shipment

immediately after shipment is made.

(8) 制造商签发的原产地证明一份Certificate of Country of Origin issued by manufacturer in one original.

(9) 由制造商出具的木质包装已经热处理并带有IPPC标识的证明原件一份。

Manufacturer’s statement wood meets and is stamped with IPPC mark. in one original.

10. 技术资料:TECHNICAL DOCUMENTS:

发货时，卖方应将英文技术资料一整套与货物一起装运,运交买方.

One complete set of the technical documents written in English shall be packed and delivered together with consignment.

11.装运通知:SHIPPING ADVICE:

货物全部装仓后, 卖方应立即将合同编号、商品名称、数量、毛重、发票金额、快递公司名称及快递单号通知买方。

Immediately the goods are completely loaded, the Seller shall cable to notify the Buyers of the Contract number, name of commodity, quantity, gross weight, invoiced value, name of the express company and the number of the express.

12. 交货延迟: DELAY DELIVERY:

如果出现延迟交货，卖方应按照每延迟一天支付合同金额的1‰的标准向买方支付罚金。但此罚金不得超过迟交货物总价的 5% ；如果该延迟达到三十天，并且买方未给予宽限期限，则买方有权利撤销该合同,卖方需支付合同金额的3%作为罚 金,并在三个工作日内全额退款。

In case that a delay of goods delivery occurs, Seller shall pay 1‰ of the contract price of delayed equipment as penalty for every

single day’s delay. The penalty, however, shall not exceed 5% of the contract amount. If a delay delivery lasts more than 30 days (include 30 days) without the grace period Buyer may grant, Buyer shall have the right to cancel this Contract, The Seller shall pay a penalty of 3% of the contract amount and provide a fullrefund within 3 working days.

13． 质量保证和知识产权保证: GUARANTEE OF QUALITY & PATENT

卖方保证所订设备系用最好的材料和工艺制造，全新的未曾使用过的并完全符合本合同规定的质量规格要求。质量保证期

为验收日起的十二个月或货物运至目的地之日起的十五个月， 取短者。

The Seller guarantee that the commodity hereof is made of the best materials with first class workmanship, brand new,

unused and complies in all respects with the quality and specifications stipulated in this Contract. The guarantee period

shall be twelve (12) months counting from the date of final acceptance of the contracted equipment or fifteen (15) months counting from the date on which the commodity arrives at the place of destination, whichever occurs the sooner.

卖方应赔偿买方由于卖方销售的产品侵犯他人专利、外观设计、商标、著作权等知识产权而使买方遭受的各种损失（包括由此而产生的诉讼费用）。

The Seller shall compensate and hold the Buyer harmless from and against all claims, liabilities, damages, losses, costs and expenses (including legal fees) pertaining to infringement or alleged infringement of any patent, registered design,

trade mark, service-mark, copyright or other intellectual property rights which arise from the goods supplied hereunder or any use or resale by the Buyer of such goods.

14. 检验和索赔 CLAIMS:

在货物到达目的港90天内，如发现质量、数量或规格不符合合同的条款，买方将有权根据中国商品检验局签发的检验证书向卖方索赔。

Within ninety (90) days after the arrival of the goods at the port of destination, should the quality, specification, or quantity of the contracted equipment be found not in conformity with the stipulations of the Contract, the Buyer shall on the strength of the Inspection Certificate issued by the China Commodity Inspection Bureau, have the right to claim against the Seller. 卖方将在第13条规定的质保期内保证质量，一旦出现货物无论任何原因引起的缺陷，包括专利和内在缺陷或使用不良的材质，买方将立即以书面形式通知卖方并以中国商品检验局签署的检验证书为准提出索赔。

The Seller shall guarantee that if within the guarantee period stipulated in Articles 13, defective occurred by any reason including patent and latent defects or the use of inferior materials, the Buyer shall immediately notify the Seller in writing and put forward a claim supported by Inspection Certificate issued by the China Commodity Inspection Bureau.

卖方收到买方索赔通知后,如果在三十天内不答复,应视为卖方同意买方提出的一切索赔。

Any and all claims shall be regarded as accepted if the Seller fails to reply within 30 days after receipt of the Buyer\'s claim.

15. 索赔解决办法: SETTLEMENT OF CLAIMS:

如货物不符合本合同规定应由卖方负责;同时如买方按照本合同第14条、第13条的规定在索赔期限或质量保证期内提出索赔,卖方在取得买方同意后,应按下列方式之一理赔:

In case the Seller are liable for the discrepancies and a claim is made by the Buyers within the period of claim or quality guarantee period as stipulated in Articles 14 and Article 13 of this Contract, the Seller shall settle the claim upon the agreement of the Buyers in ONE OF the following ways:

A.同意买方退货,并将退货金额以成交原币偿还买方,并负担因退货而发生的一切费用,包括运费,保险费,商检费,仓租,码头装卸费以及为保管退货而发生的一切其它必要费用。

a. Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency as contracted herein, and to bear all expenses in connection therewith including freight, insurance premium, inspection charges, storage, stevedore charges and all other, necessary expenses required for the custody and protection of the rejected goods.

B. 按照货物的疵劣程度,损坏的范围,将货物贬值。

b. Devaluate the goods according to the degree of inferiority, extent of damage

C. 调换有瑕疵的货物.换货必须全新并符合本合同规定的规格、质量和性能.卖方并负担因此而产生的一切费用.对换货的质量，卖方仍应按本合同第13条规定的保证期保证。

c. Replace the defective goods with new ones which conform to the specifications, quality and performance as stipulated in this Contract. The Seller shall, at the same time, guarantee the quality of the replacement goods for a further period as specified in Article 13 of this Contract.

16. 不可抗力事故 FORCE MAJEURE:

由于不可抗力原因，如战争、火灾、水灾、台风、地震或未能取得政府许可等发生在货物制造或运输过程中，导致卖方交货迟延或不能交货时卖方不承担责任。但卖方应在事故后的十四天内通知买方，并将事故发生地政府主管机关出具的事故证明书用空邮寄交买方，并取得买方认可。在上述情况下卖方仍应采取一切必要措施尽快交货。如果该事故持续超过五周以上时买方将有权撤销本合同。

The Seller shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure such as war, serious fire, flood, typhoon, earthquake or failure of obtaining government approval(s) which might occur during the process of manufacturing or in the course of loading or transit. The Seller shall advise the Buyer of the occurrence mentioned above and within fourteen (14) days thereafter, the Seller shall send by airmail to the Buyer for their acceptance a certificate of the accident issued by the Competent Government Authorities where the

accident occurs as evidence thereof. Under such circumstances the Seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than five (5) weeks, the Buyer shall have the right to cancel the Contract.

17. 仲裁 ARBITRATION:

凡因执行本合同所发生的或与本合同有关的一切争议，应由双方通过友好协商予以解决。如果协商不能解决，应提交中国国际经济贸易仲裁委员会根据中国国际经济贸易仲裁规则在上海进行仲裁。该仲裁委员会作出的裁决是最终的，买卖双方均受其约束。

All dispute in connection with this Contract or the execution thereof shall be settled through friendly negotiation. In case no settlement can be reached, the case may then be submitted to Shanghai International Economic and Trade Arbitration Commissio for arbitration which shall be conducted 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 both parties.

18. 特别条款 SPECIAL PROVISIONS:

本合同由买方和卖方共同签署，一式四份，买卖双方各执两份。本合同自双方签字后立即生效。附件是合同不可分割的组成部分，与合同具有同等法律效果。

This Contract is signed by both the Buyer and the Seller in four (4) copies, each side holds 2 copies. The Contract shall become effectiveness after its signing by both the Buyer and the Seller.

All the appendix of the contract are integral parts of the contract and have the same legal force as the contract.

本合同以英文和中文书写，二种文字具有同等效力。

This Contract is written in both English and Chinese, which have equal validity.

买方Buyer 卖方Seller

Signature: Signature:

**英文汽车合同范本7**

(ORIGINAL)

中国上海中山东一路27号 合 同 号 码

27 Chuangshan Road (.) Shanghai, ChinaContract No.

买方：合 同 日 期：

The Buyers：CONTRACT Date：

传真：

FAX：021—291730

. 电 传 号：

Telex number：TEXTILE

兹经买卖双方同意，由买方购进，卖方出售下列货物，并按下列条款签订本合同：

This CONTRACT is made by and between the Buyers and the Sellers；whereby the Buyers agree to buy and the

Sellers agree to sell the undermentioned goods on the terms and conditions stated below：

（1）货物名称、规格、包装及唛头 （2）数量 3）单价 （4）总值 （5）装运期限

Name of Commodity, Specifications, QuantityUnit Price Total Amount Time of Shippment

（6） 装 运 口 岸：

Port of Loading：

（7） 目 的 口 岸：

Port of Destination ：

（8） 付 款 条 件：买方在收到卖方关于预计装船日期及准备装船的数量的通知后，应于装运前20天，

通过上海中国银行开立以卖方为受益人的不可撤销的信用证。该信用证凭即期汇票及本合同第（9）条规定

的单据在开证行付款。

Terms of Payment：Upon receipt from the Sellers of the advice as to the time and quantify expected ready

for shipment, the Buyers shall open, 20days before shipment, with the Bank of China ,Shanghai, an irrevocable

Letter of Credit in favour of the Sellers payable by the opening bank against sight draft accompanied by the

documents as stipulated in Clause (9) of this Contract.

（9）单 据：各项单据均须使用与本合同相一致的文字，以便买方审核查对：

Documents：To facilitate the Buyers to cheek up, all documents should be made in a version identical to that

used in this contract.

填写通知目的口岸对外贸易运输公司的空白抬头、空白背书的全套已装船的清洁提单。（如本合同为

FOB价格条件时，提单应注明“运费到付”或“运费按租船合同办理”字样；如本合同为CFR价格条件时，

提单应注明“运费已付”字样。）

Complete set of Clean On Board Shipped Bill of Lading made out to order, blank endorsed, notifying the

China National Foreign Trade Transportation Corporation ZHONGWAIYUN at the port of destination. (if the

prise in this Contract is Based on FOB, marked “freight to collect” or “freight as per charter party”; if the price in

this Contract is Based on CFR, marked “freight prepaid”.)

B.发 票：注明合同号、唛头、载货船名及信用证号，如果分批装运，须注明分批号。

Invoice：indicating contract number, shipping marks, name of carrying vessel, number of the Letter of Credit

and shipment number in case of partial shipments.

C. 装箱单及或重量单：注明合同号及唛头，并逐件列明毛重、净重。

Packing List and/or Weight Memo：indicating contract number, shipping marks, gross and net weights of

each package.

D. 制造工厂的.品质及数量、重量证明书。

Certificates of Quality and Quantity/Weight of the contracted goods issued by the manfactures.

品质证明书内应列入根据合同规定的标准进行化学成分、机械性能及其他各种试验结果。

Quality Certificate to show actual results of tests to be made, on chemical compositions, mechanical

properties and all other tests called for by the Standard stipulated heron.

E. 按本合同第（11）条规定的装运通知电报抄本。

Copy of telegram advising shipment according to Clause (11) of this Contract.

F. 按本合同第（10）条规定的航行证明书。（如本合同为CFR价格条件时，需要此项证明书，如本合同

为FOB价格条件时，则不需此项证明书。）

Vessels itinerary certificate as per Clause (10) of this Contract, (required if the price in this Contract is based on CFR：not required if the price in this Contract is based on FOB.)

份数 Number of 单证

copiesDocuments

寄送 AB C D E FTo be distributob

送交议付银行（正本）3 4 3 311

to the negotiating bank (original)

送交议付银行（副本） 1

to the negotiating bank (duplicate)

空邮目的口岸外运公司（副本）2 3 2 2

to ZHONGWAIYUN at the port of destination by airmail (duplicate)

（10）装运条件

Terms of Shipment ：

A． 离岸价条款 Terms of FOB Delivery：

a) 装运本合同货物的船只，由买方或买方运输代理人中国租船公司租订舱位。卖方负担货物的一切费用风

险到货物装到船面为止。

For the goods ordered in this Contract, the carrying vessel shall be arranged by the Buyers or the Buyers

Shipping Agent China National Chartering Corporation. The Sellers shall bear all the charges and risks until the

goods are effectively loaded on board the carrying vessel.

b) 卖方必须在合同规定的交货期限三十天前，将合同号码、货物名称、数量、装运口岸及预计货物运达装

运口岸日期，以电报通知买方以便买方安排舱位。并同时通知买方在装港的船代理。倘在规定期内买方未

接到前述通知，即作为卖方同意在合同规定期内任何日期交货，并由买方主动租订舱位。

The Sellers shall advise the Buyers by cable, and simultaneously advise the Buyersshipping agent at the

loading port, 30 days before the contracted time of shipment, of the contract number, name of commodity, quantity,

loading port and expected date of arrival of the goods at the loading port, enabling the Buyers to arrange for

shipping space. Absence of such advice within the time specified above shall be considered as Sellersreadiness to

deliver the goods during the time of shipment contracted and the Buyers shall arrange for shipping space

accordingly.

c) 买方应在船只受载期12天前将船名、预计受载日期、装载数量、合同号码、船舶代理人，以电报通知

卖方。卖方应联系船舶代理人配合船期备货装船。如买方因故需要变更船只或更改船期时，买方或船舶代

理人应及时通知卖方。

The Buyers shall advise the Sellers by cable, 12 days before the expected loading date, of the estimated laydays,

contract number, name of vessel, quantity, to be loaded and shipping agent. The Sellers shall then arrange with the

shipping agent for loading accordingly. In case of necessity for substitution of vessel or alteration of shipping

schedule, the Buyers or the shipping agent shall duly advise the Sellers to the same effect.

d) 买方所租船只按期到达装运口岸后，如卖方不能按时备货装船，买方因而遭受的一切损失包括空舱费、

延期费及/或罚款等由卖方负担。如船只不能于船舶代理人所确定的受载期内到达，在港口免费堆存期满后

第16天起发生的仓库租费，保险费由买方负担，但卖方仍负有载货船只到达装运口岸后立即将货物装船之

义务并负担费用及风险。前述各种损失均凭原始单据核实支付。

In the event of the Sellersfailure in effecting shipment upon arrival of the vessel at the loading port, all losses,

including dead freight, demurrage fines etc. thus incurred shall be for Sellersaccount. If the vessel fails to arrive

at the loading port within the laydays. previously declared by the shipping agent, the storage

本文档由028GTXX.CN范文网提供，海量范文请访问 https://www.028gtxx.cn