# 美国英文合同范本(合集3篇)

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*美国英文合同范本1 第三章 英文合同中常见的用词及句型（Usual Wordings and Sentence Patterns） I don\'t care what their intention was. I only want to ...*

**美国英文合同范本1**

第三章 英文合同中常见的用词及句型（Usual Wordings and Sentence Patterns） I don\'t care what their intention was. I only want to know what the words mean. A word is not a crystal, transparent and unchanged, it is the skin of a living thought and may vary greatly in color and content according to the circumstances and the time in which it is used. --Towne v. Eisner, 245 , 425(1918) (Holmes, J.) 我并不在意他们的意图是什么，我只是想知道文字的意思。

文字不是水晶般通明一成不变，而是活生生思想的外衣，会因使用的场合和时间在色彩和内容上产生巨大的变化。 —霍尔姆斯法官（美国） 英文合同中常见的用词和句型有其相对固定的含义和用法，不仅可以帮助准确理解掌握合同条款的含义，而且这些成熟的表达方式可以为提高、完善草拟和翻译合同所借鉴，达到事半功倍的效果。

第一节 合同常用词（Usual Wording） 当大量接触英文合同，就会发现英文合同中有些词或短语出现的频率非常高，往往影响或决定了对合同的准确理解，下面就分门别类从常见实词和常见虚词两个方面进行具体介绍： 一、英文合同常用虚词（Usual Function Words） 1. Here/there/where+介词构成的古体词基本规则：Here代表this,there代表that,where代表which或what即here/there/where+介词=介词+this/that/which or what Hereby: by means of; by reason of this.特此，由此，兹等意。 Herein:in this。

此中，于此。 Hereinafter: later in the same Contract. 以下，在下文。

通常与 to be referred to as, referred as, called 连用。 Hereof:of this。

关于此点，在本文件中。Hereunder:under this. 本文件规定。

Hereto:to this.本文件的。Thereof:of that.它的，其。

Thereto:to that 与之，向那里。 Herewith:with this.与此，附此。

Thereby:by that means.因此，由此，从而 Thereafter: after that,afterwards.此后。 Therein: in that; in that particular context; in that respect.在那里；在那点上；在那方面。

Therewith:with that.以此；此外。 Whereby: by the agreement; by the following terms and conditions, etc. 凭此协议，凭此条款等。

2. WITNESSETH, Whereas, Now Therefore, NOW THESE PRESENTS WITNESS, Know All Men by these presents,In witness Whereof, In Testimony Whereof, , Whereas, Now Therefore用于英文合同前言部分，In witness Whereof用于合同结尾证明部分，在第二章篇章结构特点中已有涉及，恕不赘述。 In Testimony Whereof: in Witness Whereof. 以此为证，特立此证。

NOW THESE PRESENTS WITNESS： 兹特立约为据， 本句话也是用于WHEREAS条款之后引出具体协议事项。 KNOW ALL MEN by these presents：根据本文件，特此宣布。

（通常用于前言部分） Undersigned： 法律文件末尾的签名者，前面加定冠词the，是指文件签署者的自称。 3. Notwithstanding: in spite of, despite. 即使，尽管。

4. As 合同英语中as出现的频率极高，而且用法灵活多变，是典型的自由人。在某种意义上讲，as使用的熟练程度可以衡量合同英语的造诣。

As 放在代表规定的provide,stipulate,set forth,prescribe等词的过去分词前，含义为“依照某某规定”。 例1:For purpose of this, Capital Account shall be adjusted hypothetically as provided for in Section herein. 基于此，应依照本合同第四条第六款调整资金账户。

另有Except as otherwise provided结构，表示“除非本文/某条款另有规定”。 As构成：as the case may be（视具体情况而定），as the case may require（视具体要求而定）和 as the Venturers may determine等短语。

As构成as of the date of \_\_\_\_ (date) 短语是英语合同中表示“自某年某月某日起”最正式的表达。 As还用在as soon as practical短语中，意义用法相当于as soon as possible. As与 such连用是英文合同中一大特色，参看本书第二章第三节部分，在此不在赘述。

5. foregoing, aforesaid, the said, aforementioned, above-mentioned, in question Foregoing, aforesaid, the said, aforementioned, above-mentioned一族，一般放在名词前作限定，意为“前述的”或“上述的”，为避免重复已经提到的姓名或名称。 In question: under consideration; being talk about. 通常表示“在考虑或讨论中的”某件事或某个问题，可译为“这”或“该”问题。

6. follows, as below, the following 这一族都表示“下列”，一般放在动词后，而the following作为“下列”在英文合同中用的较少。这样的例子俯手皆是，恐怕每个英文合同都少不了的。

7. according to, under, subject to, in accordance with, as per, as provided in, pursuant to, in compliance with 这一族都表示“依照，根据”合同的约定或者法律的规定。其中尤以“according to”最不正式，自然用的最少了，而“in accordance with”最为常见。

8. Including but not limited to与including, without limitation以及including by way of illustration but not limitation 英文合同表达“包括但不限于”时，就会用到这几个短语。 9. prior to, no later than, on or before,on 。

**美国英文合同范本2**

补偿贸易英文合同范本

compensation trade contract

contract no.： \_\_\_\_\_\_\_\_\_\_

date of signing： \_\_\_\_\_\_\_\_\_

place of signing： \_\_\_\_\_\_\_

the two parties：

party a： \_\_\_\_\_\_\_\_\_\_\_\_解决企业和个人难题\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

address： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_fax： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

party b： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

address： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_fax： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

witnesseth

whereas party b has machines and equipment, which are now used in party b\_\_s manufacturing of \_\_\_\_\_\_\_, and is willing to sell to party a the machines and equipment； and

whereas party b agrees to buy the products, \_\_\_\_\_\_\_, made by party a using the machines and equipment party b supplies, in compensation for the price of the machines and equipment, and

whereas party a agrees to purchase from party b the machines and equipment, and

whereas party a agrees to sell to party b the products, \_\_\_\_\_\_\_, in compensation of the price of party b\_\_s machines and equipment； now therefore, in consideration of the premises and covenants described hereinafter, party a and party b agree a follows：

article 1 transactions

a） party b agrees to provide party a with \_\_\_\_\_\_\_\_\_ machines to be used in production, their auxiliary machinery, accessories and spare parts and a variety of measuring and testing instruments required in the process of production. the details of the models, names, specifications,quantity, prices, packing, delivery , etc. thereof shall be specified in an additional equipment-import agreement to be concluded by and between both parties which shall serve as an component part hereof.

b） the total value of the machines, auxiliary equipment, etc. supplied by part b shall be paid off by party a with part of the manufactures made therewith and/or other goods, or with（designate name）products made in （name of the plant）if both parties agree. the specific name（s）, quantity, price, delivery, etc. of the goods granted as the make-up payment shall be decided in an additional compensation goods-supply agreement made by the parties which shall serve as a component part hereof. the equipment-import agreement and compensation-goods-supply agreement aforesaid may be merged as one called sales agreement on compensation trade（see appendix）.

article 2 payment

both parties agree to open letters of credit in favor of each other, . party a will open, at regular intervals, long term letters of credit in favor of party b to pay by installments the total cost of the machines and auxiliary equipment provided by party b； whereas party b will open sight letters of credit in favor of party a to pay the products to be delivered by party a. party a shall pay for the total cost of the machines and auxiliary equipment with the money remitted by party b as reimbursement for the products to be delivered by party a. in case the sum to be paid by party b fails to cover the value of the long-term letters of credit opened by party a, the difference shall be made up by party b by paying that much

to party a in advance, before the long-term letters of credit are due, to enable party a to reimburse on time the long-term letters of credit it opens. the payment of the long-term letters of credit opened by party a is based on party b\_\_s opening a sight letter of credit under the provisions and on its paying the advance required herein. thus, party b warrants, guarantees and covenants that it will open the letters of credit and pay the advance as provided herein.

article 3 reimbursement

party a shall reimburse party b for all the machines and auxiliary equipment supplied by party b by delivering goods to party b on a monthly basis and the reimbursement will last for\_\_\_ year（s） and \_\_\_\_months（s）. the reimbursement shall start approximately \_\_\_\_month（s） after the first delivery of the machines and, in principle, the money to be reimbursed per month shall be \_\_\_\_\_\_percent of the total amount due for the machines. with a \_\_\_\_\_\_month（s） notice to party b, party a may reimburse party b in advance.

within the reimbursement period, party b shall, under the provisions of the additional sales agreement aforesaid, open, sight, irrevocable, pisible and assignable letters of credit, covering the full amount, in favor of party a.

article 4 standard money and price standard

the standard money for this transaction is （name of currency）. all the machinery, auxiliary equipment and measuring and testing instruments , etc. provided by party b shall be valued with （name of currency）, while the goods provided by party a to party b as reimbursement shall be valued with the basis price （name of currency） of the same goods exported by party a at the time when this agreement is entered into, and the total price （name of currency） shall be changed into that of （name of currency） in accordance with the exchange rate then.

article 5 intrerest

party a shall pay the interest on its long-term letters of credit and the interest on the cash in advance rendered by party b. the annual interest rate is agreed upon at\_\_\_\_\_%.

article 6 technical service

the machinery, after arrival at its destination, shall be installed by party a, party b shall dispatch its technicians to render spot instructions and other necessary technical assistance during the installation of the main machines, as may be requested by party a in case of necessity, party b shall be liable for the losses resulted in such a course of installation from technical default on its part.

article 7 additional equipment

during the enforcement of this agreement, if it is found necessary that, in addition to the machinery and equipment listed herein, some new accessories or measuring and testing instruments are needed for completion of the project,（an） additional order（s） may be made through negotiation by the parties. the new items thus added shall be incorporated in agreement.

article 8 insurance

the machinery and auxiliary equipment, after shipment, shall be insured by party b. the title thereof shall be transferred into party b after full payment therefore is made by party b, thereafter, the unforeseeable losses concerning the machinery and auxiliary equipment shall be indemnified for first by the insurance company to party b, then party b shall remit for party a,in proportion, the sum already paid by party

a for the machinery or equipment involved in the contingency.

article 9 liability for breach of agreement

party b shall , if it fails to comply with this agreement to make purchase of the goods delivered by party a as reimbursement, or party a shall, if it fails to comply with this agreement to deliver the goods it

is due to provide, be deemed liable for a breach of agreement and shall compensate the non-breaching party for the loss caused thereupon and shall pay the non-breaching party a fine accounting for % of the total value of the goods in question.

article 10 performance guarantee

to guarantee the implementation of this agreement, each party shall submit to the other party a letter of guarantee issued by its bank respectively. the guaranteeing bank of party a is \_\_\_\_\_\_ bank, \_\_\_\_\_\_, while the guaranteeing bank of party b is \_\_\_\_\_\_bank, \_\_\_\_\_\_.

article 11 amendmnet

the modification of this agreement in particular cases shall be agreed upon by both parties through negotiations.

article 12 force majeure

in case that one or both parties are impossible to perform the duties provided herein on account of force majeure, the party （or parties） in contingency shall inform the other party （or each other） of the case immediately and may, provided the case is duly verified by the competent authorities, delay in performance of or not perform the relevant duties hereunder the be partially or entirely exempted from the liability for breach of this agreement.

article 13 arbitration

any dispute arising from or in connection with this contract shall be submitted to china international economic and trade arbitration commission,shenzhen commission for arbitration which shall be conducted in accordance with the commission\_\_s arbitration rules in effect at the time of applying for arbitration. the arbitral award is final and binding upon both parties and the applicable law is the material law of .

notwithstanding any reference to arbitration, both parties shall continue to perform their respective obligations under the contract unless

otherwise agreed.

article language and effective date

there are two originals hereof made respectively in chinese and \_\_\_\_\_\_, both of which are of the same effect.

this agreement shall come into effect on the date when both parties set their hands hereunto and remain effective for\_\_\_\_\_ years. upon its expiration, the parties may, if they choose, extend the term hereof for \_\_\_\_\_years or execute a new cooperation agreement, provided they apply to and approved by the authority agencies concerned.

party aparty b

representative of\_\_\_ representative of\_\_\_\_

（authorized signature）\_\_\_ （authorized signature）

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