# 英文购销合同范本

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*买方 The Buyer: 　　地址 Address 　　Tel: Fax: 　　卖方 The Seller: 　　地址： Address 　　Tel: Fax: 　　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...*

买方 The Buyer: 　　地址 Address 　　Tel: Fax: 　　卖方 The Seller: 　　地址： Address 　　Tel: Fax: 　　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 Buyers and Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated below: 　　(1) 货名及规格 Commodity & Specification 　　(2) 数量 Qty. 　　(3) 单价 Unit Price 　　(4) 总价Total Amount 　　(5) 原产公司：COUNTRY OF ORIGIN : 　　(6) 装运期限：TIME OF SHIPMENT: 　　(7) 装运口岸：PORT OF SHIPMENT： 　　(8) 到货目的地：DESTINATION： 　　(9) 保险： INSURANCE： 　　由卖方按合同金额110%投保一切险和战争险 　　All Risks and War Risk for 110% contract value to be covered by the Seller. 　　(10) 运输方式：TERM OF SHIPMENT: 空运 By air 　　(11) 包装：PACKING： 　　须用坚固的新木箱包装，适合长途空运/陆运，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、破损，卖方应负担由此而产生的一切费用和损失。包装箱内应包含一整套服务操作手册。卖方使用的木质包装应经薰蒸处理，并在木质包装表面标上清晰的IPPC标识。 　　To be packed in new strong wooden case(s) suitable for long distance air/land transportation and well protected from dampness, moisture, shock, rust and rough handling. The Sellers shall be liable for any damage to the goods on account of improper packing and for any rust damage and break damage attributable to inadequate or improper protective measures taken by the Sellers, and in such case or cases any and all losses and / or expenses incurred in consequence thereof shall be borne by the Sellers. One full set of service and operation manuals concerned shall be enclosed in the case(s). The wood packaging the Seller used shall be fumigated and marked with “IPPC” on the surface of wood packaging. 　　(12) 唛头：SHIPPING MARK: 　　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: 　　On the surface of each package, the package number, measurements, gross weight, net weight, the lifting positions, such cautions as “THIS SIDE UP”, “HANDLE WITH CARE”,“KEEP AWAY FROM MOISTURE” and the following shipping mark: 　　(13) 付款条件：TERMS OF PAYMENT： 　　100%的合同金额通过电汇支付。100% contract value by T/T. 　　买方在合同生效后两周内支付合同金额的100%货款 　　The Buyer shall pay 100% advance payment to the Seller within two week after contract effected. 　　(14) 单据：Documents, 　　1. 正本空运单(收货人联)，标明“运费已付”及唛头，买方为收货人及通知方。 　　Original Airway Bill (copy for Consignee) marked “freight prepaid” and shipping mark, consign to and notify the Buyer. 　　2. 涵盖100%合同金额的商业发票三正三副，注明合同号、唛头。 　　Commercial invoice covering 100% of contract amount in 3 originals and 3 copies, indicating contract number, shipping mark. 　　3. 装箱单三正三副，注明毛、净重、尺码和所装货物的包装形式及数量。 　　Detailed Packing List in 3 originals and 3 copies indicating both gross and net weights, measurements and packing condition and quantity of each item packed. 　　4. 卖方出具的质量及数量证书正本三份。 　　Certificate of quality and quantity issued by seller in 3 originals. 　　5. 卖方出具的原产地证书一正一副。 　　Certificate of origin in 1 original and 1 copy issued by Seller. 　　6. 货物装运后24小时内卖方发给买方装运通知传真复印件一份。 　　Copy of fax from seller to the buyer advising the particulars of shipment within 24 hours after shipment is made. 　　7. 保险单或保险证明一正一副，按照合同金额110%投保一切险及战争险。 　　Insurance Policy or Certificate for 110% contract value, covering All Risks and War Risk in 1 original and 1 copy. 　　8. 卖方声明外包装表面标有IPPC标识证书正本一份, 或卖方出具的非木质包装证明正本 　　Seller’s Certificate in 1 original certifying IPPC has been marked on surface of the wooden cases / seller’s Certificate certifying no wood package is used in the shipment. 　　(15) 装运通知：SHIPPING ADVICE： 　　The Sellers shall fax to the Buyer the Readiness Notification one week before the goods to be shipped. 　　卖方在发货前一周物向买方传真货物备妥通知。 　　The Sellers shall, immediately upon the completion of the loading of the goods in 24 hours, send the Buyers Air Waybill, Invoice and Packing list by fax. 　　装运通知：卖方应在货物装运完毕后24小时内用传真将空运单、发票和装箱单发给买方。 如卖方未按时向买方通知上述装运情况所导致损失由卖方承担。 　　Losses shall be borne by the Sellers in case the Sellers don’t inform the Buyers of the above shipping status on time. 　　(16) 质量保证：GUARANTEE OF QUALITY: 　　卖方保证订货系用最上等的材料和头等工艺制成，全新的，未曾使用过的, 并完全符合本合同规定的质量、规格和性能。卖方并保证本合同订货在正确安装、正常使用和维修的情况下，自安装之日起十二个月或货物装运之日起十五个月内运转良好，以先到期者为准。由于人为造成的、易损易磨件除外。 　　The Sellers shall guarantee that for a period of 12 months calculated from the date of installation or 15 months starting from the date of shipment, whichever is the earlier. Faults due to mal-operation as well as wear and tear parts are excluded. 　　(17) 迟交货及罚款：LATE DELIVERY AND PENALTY 　　除合同第16条人力不可抗拒事故外，如卖方不能按合同规定的时间交货，买方应同意卖方支付罚款的条件下延期交货。罚款可由议付银行在议付货款时扣除，罚款率按每7天收0.5%，不足7天时以7天计算。但罚款不得超过迟交货物总价的5%。如卖方延期交货超过合同规定10周时，买方有权撤消合同，此时，卖方仍应不迟延地按上述规定向买方支付罚款。 　　买方有权对因此遭受的其它损失向卖方提出索赔。 　　Should the Sellers fail to make delivery on time as stipulated in the Contract, with the exception of Force Major causes specified in Clause 16 of this Contract, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to 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 involved in the late delivery, the rate of penalty is charged at 0.5% for every seven days, odd days less than seven days should be counted as seven days. In case the Sellers fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyers without delay. The buyer shall have the right to lodge a claim against the seller for the losses sustained if any. 　　(18) 检验和索赔: INSPECTION AND CLAIMS: 　　如发现货物的品质、数量/重量与本合同不符, 买方有权在货物到达目的地后60天内根据中华人民共和国出入境检验检疫局出具的商检证书向卖方提出索赔。由承运人和保险公司负责的赔偿除外。 　　If the quality and/or quantity/weight be found not in conformity with the present contract, the Buyer shall be entitled to lodge claims with the Seller on the basis of the Certificate issued by China Exit and Entrance Inspection and Quarantine Bureau within 60 days after the goods arrival in the destination. With the exception, however, of those claims for which the carrier and/or insurance company are to be held responsible. 　　(19) 人力不可抗拒事故：FORCE MAJEURE： 　　由于人力不可抗拒事故，而卖方交货延迟或不能交货时，责任不在卖方，但卖方应立即将事故通知买方，并于事故发生后十四天内将事故发生地政府主管机关出给的事故证明书用空邮寄交买方为证，并取得买方认可。在上述情况下，卖方仍负有采取一切必要措施从速交货的责任。如果事故持续超过十个星期买方有权撤销本合同。 　　The Sellers shall not be held responsible for any delay in delivery or non-delivery of the goods duo to Force Majeure. However, the Sellers shall advise the Buyers immediately of such occurrence and 　　within fourteen days thereafter, shall send by airmail to the buyers for their acceptance a certificate 　　issued by the competent government authorities of the place where accident occurs as evidence 　　thereof. Under such circumstances the Sellers, 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 ten 　　weeks, the Buyers shall have the right to cancel this Contract. 　　(20) 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，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进行仲裁，仲裁裁决是终局的，对双方都有约束力。 　　All disputes arising from the execution of or in connection with this contract, shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation the case shall then be submitted to China International Economic and Trade Arbitration Commission in Shanghai arbitration in accordance with The Rules of Arbitration of China International Economic & Trade Commission. The award rendered by the said commission shall be final and binding upon both parties. 　　(21)通知 NOTICE 　　所有通知用中/英文写成，按照合同所列地址用传真/快递送达给各方。如果地址有变更，一方应在变更后3日内书面通知另一方。 　　All notice shall be written in Chinese or English and served to both parties by fax/courier according to the addresses shown in this contract. If any changes of the addresses occur, one party shall inform the other party of the change of address within 3 days after the change. (22) 其他 MISCELLANEOUS 　　本合同一式二份，买方执一份，卖方执一份，由双方代表正式签字盖章生效。 　　The present contract is in three copies of the same form, the buyer holds two; the seller holds one. The contract is signed by the authorized representative of both parties and shall become effective upon the formal and mutual signing and stamping of the contract. 　　买方: The Buyer: 　　卖方：The Seller:

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