

合 同
正 本
ORIGINAL CONTRACT

号Contract No.:XXXXXXXX-XXXXJP

Seller's Ref No. :

签字日期

Signing

Date:200X/X/XX

买方:XXXXXX国际经济贸易公司

The Buyers:XXXXINTERNATIONAL TRADE CORPORATION

地址: 中国XX省X X市X X路XXX号(邮编:XXXXXX)

电话: 0086-XX-XXXX

传真: 0086-XX-XXXX)

Address:

P.O. Code:XXXXXXTel: 0086--XX--XXXXFax: 0086--XX-XXXXCable:XXXXXXXX XX)

卖方:

The Sellers:XXXXXXXXXXCO.,LTD.

Address:X-X,XCHOMEX-KU,OSAKA,JAPAN

TEL: 06-XXXX-XXXX

FAX: 06-XXXX-XXXX

买方同意购买,卖方同意出售下述商品,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 under-mentioned commodity according to the terms and conditions stipulated below:

1.商品名称、规格、数量及单价:

COMMODITY, SPECIFICATIONS, QUANTITY AND UNIT PRICE:

项目序号 Item No.	商 称 Commodity / Specifications	品 及 格 Specifications	名 规 Name	单 位 Unit	数 量 Q'ty	单 价 Unit Price	总 价 Total Amount
	Spare Parts forXXXXXXXX			PCs	XX		JPYX,XXX,XXX.00
	Details as per Attachment Packing Charge Included					Total:	JPYX,XXX,XXX.00
						TOTAL FOB	OSAKASEAPORT JPYX,XXX,XXX.00
Total	Value:	TOTAL	FOB	OSAKA	SEAPORT	JAPANESE	
SAYXMILLIONXHUNDREDXTHOUSANDXHUNDRED ANDXONLY.							

2. 生产国别和制造厂:

COUNTRY OF ORIGIN AND MANUFACTURERS:JAPAN

3. 包装:

必须坚固,并有防潮、防震、防锈等措施,适合于远程海运、空运和多次搬运。由于包装不良引起生锈、损坏、丢失,其责任应由卖方承担。

PACKING: To be packed solidly suitable forlong distance ocean/air freight transportation, multi-handling and well protected against dampness, shock, rust etc. The Sellers shall be liable for any rust, damage and loss attributable to inadequate packing by the Sellers.

4. 唛头:

卖方应在每件包装箱上用油漆刷上箱号、尺码、毛重、净重等字样和下

列唛头:

SHIPPING MARK:On the surface of each package, the package number, measurement, gross weight, net weight and the following shipping mark shall be stenciled with paint:

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000XXXX-XXXXXXXXJP

XXXXXXX

CHINA

5. 装船时间:

TIME OF SHIPMENT: WITHIN 2-4 MONTHS AFTER SIGNING THE CONTRACT

6. 装船港口:

PORT OF SHIPMENT: OSAKA SEAPORT, JAPAN.

7. 目的港口:

PORT OF DESTINATION: XXXXXXXX SEAPORT, CHINA.

8. 保险: 装船后由买方负担(FOB条件)

INSURANCE: To be covered by the Buyers aftershipment (FOB delivery term).

9. 支付条件: 本合同以信用证支付

(1) 如以信用证支付: 买方在签约后两周内由中国银行XX分行或中国建设银行XX分行开立以卖方为受益人, 金额为装货总值的不可撤销的信用证。该信用证凭汇票及本合同第10条所规定的各项单据在开证行付款。信用证有效期延至装船后21天。

(2) 如以托收方式支付: 交货后, 卖方应开具汇票和本合同第10条所规定的各项单据一起经由卖方银行通过中国银行XX分行向买方收取货款。

(3) 如以信汇或电汇方式支付: 接到本合同第10条所规定的装船单据后于七天内付款。

PAYMENT: BY L/C FOR THIS CONTRACT.

(1) In case by L/C: With in two weeks after signing the contract the Buyers shall open an irrevocable letter of Credit with Bank of China, XX Branch, or China Construction Bank, XX Branch in favour of the Sellers, for an amount equivalent to the total value of the shipment. The Credit shall be payable against the presentation of the draft and the documents stipulated in Clause 10 hereof in the opening bank. The L/C shall be valid until the 21st day after the shipment.

(2) In case by Collection: After delivery, the Sellers shall draw a draft and send the draft together with the documents stipulated in Clause 10 hereof from the Sellers' Bank, through Bank of China XX Branch for collection from the Buyers.

(3) In case by M/T or T/T: Payment shall be effected within seven days after receipt of the shipping documents stipulated under Clause 10 of this Contract.

10. 付款单据: 为了议付货款, 卖方应向付款银行呈交下列单据:

(1) 全套空运提单或清洁无疵、注明“运费托收”、空白抬头、空白背书和通知目的港已“装船”的海运提单;

(2) 正本发票六份: 注明合同号和唛头(一个以上唛头应分别开发票);

(3) 正本装箱单六份;

(4) 由制造厂出具的品质和数量证明书四份, 如14条第(1)项中所规定;

(5) 通知买方已装船的电传抄件一份。

卖方还需将上述(1)、(2)、(3)项单据副本各一份随船带交目的港的。开船后, 卖方应立即将上述单据副本各一份(本条第5项除外)分别航空邮寄买方。

DOCUMENTS: The Sellers shall present the following documents to the paying bank for negotiation:

(1) One full set of Air Waybills or "Clean On Board" Ocean Bills of Lading marked "freight collection" and made out to order, blank endorsed and notifying Buyer at the port of destination;

(2) Six originals of invoice, indicating contract number and shipping mark (in case of more than one shipping mark, the invoices shall be issued separately);

(3) Six originals of Packing List;

(4) Four originals of Certificate of Quality and Quantity issued by the manufacturers as specified in Item (1) of Clause 14;

(5) One copy of fax to the Buyers, advising the shipment ready.

The Sellers shall deliver together with the shipment one copy each of the documents of the above-mentioned Items 1, 2 and 3 to Buyer's at the destination port. When sailing starts, the Sellers shall immediately send one copy each of the above mentioned documents, with the exception of Item 5 of this Clause, to the Buyers by separate air-mail.

11. 装船条件(FOB交货条件)

(1) 卖方应于本合同规定的装船期前二十天, 以电传通知买方如下内容: 合同号、品名、数量、价值、件数、毛重、尺寸、港口备妥待运日期以便买方洽谈 舱位。

- (2)中国远洋运输公司XXXX分公司将作为买方的船代理洽谈舱位。
- (3)买方应于船只预计抵港日期前十天,将船名、预计装货日期、合同号以电传通知卖方,以便卖方安排装船。当必须换船或船提前或推迟到港时,买方或其船代理应及时通知卖方。如船只不能在买方通知的船期后三十天内到达港口,买方应担负自三十一日起所带来的仓租费和保险费。
- (4)如船只按时抵达装船港口后,而卖方不能按时备货装船,由此产生的空仓费和滞期费应由卖方负担。
- (5)货物越过船舷和脱钩前的全部费用,风险由卖方负担,货物越过船舷和脱钩以后的全部费用、风险由买方承担。

TERMS OF SHIPMENT (FOB DELIVERY TERM):

- (1) The Sellers shall, 20 days before the date of shipment stipulated in the Contract, advise the Buyers by fax of the contract number, commodity, quantity, value, number of package, gross weight, measurement and date of readiness at the port of shipment for the Buyers to book shipping space.
- (2) Booking of shipping space shall be attended by the Buyers' Shipping Agency, XXXXX Freight Service Department of China Ocean Shipping Company.
- (3) The Buyers shall 10 days before the expected date of arrival of the vessel at the port of shipment, notify the Sellers by fax of the name of vessel, expected date of loading, Contract number for the Sellers to arrange shipment. When it becomes necessary to change the carrying vessel, or in the event of the vessel's arrival having to be advanced or delayed, the Buyers or the Shipping Agency shall advise the Sellers in time. Should the vessel fail to arrive at the port loading within 30 days after the arrival date advised by the Buyers, the Buyers shall bear the storage and insurance expenses incurred from the 31st day.
- (4) The Sellers shall be liable for any dead freight or demurrage, should it happen that they have failed to have the commodity ready for loading after the carrying vessel has arrived at the port of shipment on time.
- (5) The Sellers shall bear all expenses, risks of the commodity before it passes over the vessel's rail and is released from the tackle. After it has passed over the vessel's rail and been released from the tackle, all expenses, risks of the commodity shall be for the Buyers' account.

12.装船通知: 卖方应于货物装船完毕后,立即以电报通知买方合同号、货物名称、数量、毛重、发票价值、船名和起航日期。若由于卖方未及时以电传通知买方或通知内容不全,而使买方不能按时办理保险时,由此产生的一切损失,均应由卖方承担。

SHIPPING ADVICE: The Sellers shall, immediately upon the completion of the loading of the commodity, notify by fax the Buyers of the Contract number, name of commodity, quantity, gross weight, invoiced value, name of carrying vessel and date of sailing. In case the Buyers fail to arrange insurance on time due to the cable not been given in time by the Sellers, or notification incomplete, all losses shall be borne by the Sellers.

13.质量保证: 卖方保证货物是全新的,其质量、规格和性能与本合同规定相符,保证期为货物抵目的地港后12个月,最迟不超过装船后18个月。

GUARANTEE OF QUALITY: The Sellers shall guarantee that the commodity is completely new and in conformity to all respects with the quality, specification and performance as stipulated in this Contract. The guarantee period shall be 12 months counting from the date on which the commodity arrives at the port of destination, but not later than 18 months after the date of each shipment.

14.检验和索赔:

- (1) 发货前,制造厂应对货物的质量、规格、性能和数量/重量作精密全面的检验,出具检验证明书,并说明检验的技术数据和结论。
- (2) 货到目的港后,买方将申请中国商品检验局(以下简称商检局)对货物的规格和数量/重量进行复检,如发现货物残损或规格、或/和数量与合同规定不符,除保险公司或轮船公司的责任外,买方得在货物到达目的港后90日内凭商检局出具的检验证明书向卖方索赔或拒收该货物。
- (3) 在保质期限内,如货物由于设计或制造上的缺陷而发生损坏或/和品质、性能与合同规定不符时,买方将委托中国商检局进行检验,并凭其检验证明书向卖方提出索赔(包括换货),由此产生的全部费用应由卖方承担。
- (4) 若卖方收到上述索赔后三十天内未予答复,则认为卖方已接受上述索赔。
- (5) 不赔偿间接损失

INSPECTION AND CLAIM:

- (1) The manufactures shall, before delivery, make a precise and comprehensive inspection of the goods in regard to the quality, specifications, performance and quantity/weight, and issue inspection certificates certifying the technical data and conclusion of the inspection.
- (2) After arrival of the goods at the port of destination the Buyers shall apply to the China Commodity Inspection Bureau (hereinafter referred to as CCIB) for a further inspection in respect of the specification and quantity/weight of the goods. If damages of the goods are found, or the specifications and/or quantity are not in conformity with the stipulations of this Contract, except when the responsibilities lie with Insurance Company or Shipping Company, the Buyers shall, within 90 days after arrival of the goods at the port of

destination, claim against the Sellers, or reject the goods according to the inspection certificates issued by CCIB.

- (3) In case of damages of the goods incurred due to the design or manufacture defects, and/or the quality and performance are not in conformity with the Contract, the Buyers shall, during the guarantee period, request CCIB to make a survey and shall make a claim against the Sellers (including replacement of the goods) and all the expenses incurred, therefrom shall be born by the Sellers.
- (4) The claim mentioned above shall be regarded as being accepted if the Sellers fail to reply within 30 days after the Sellers receive the Buyers' claim.
- (5) Compensation for indirect losses or damages i.e. those not occurred to the equipment itself are excluded.

15.人力不可抗拒: 凡在制造或装船运输过程中,因人力不可抗拒的事故,致使卖方推迟交货或不能交货时,卖方可不负责任。但发生上述事故时,卖方应立即通知买方,并在十四日内,给买方航寄一份由主管政府当局颁发的事故证明书。在此情况下,卖方仍有责任采取一切必要措施加速交货。如事故延续十周以上,买方有权撤消合同。

FORCE MAJEURE: The Sellers shall not be responsible for the delay in shipment or non-delivery 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 and within fourteen days there after the Sellers shall send by airmail to the Buyers 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 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 the Contract.

16.迟交货罚款: 除本合同第15条规定的人力不可抗拒原因外,如卖方不能按合同规定的时间交货,买方应同意在卖方付罚款的条件下延期交货。罚款可由支付银行在议付货款时扣除,罚款率按每七天收0.5%,不足七天时以七天计算。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十周时,买方有权撤消合同。此时,卖方仍应不延迟地按上述规定向买方支付罚款。

LATE DELIVERY AND PENALTY: Should the Sellers fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 15 of this Contract, the Buyers shall agree to postpone the delivery on the condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. 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. But the penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. 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.

17.仲裁: 凡因本合同引起的或与本合同有关的任何争议,双方应通过友好协商解决,如果协商不能解决,均应提交中国国际经济贸易仲裁委员会,按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的,对双方都有约束力。仲裁费用由败诉方承担。

ARBITRATION: Any dispute arising from 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 the China International Economic and Trade Arbitration Commission for arbitration 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. Arbitration fee shall be borne by the losing party.

18.生效: 本合同受中华人民共和国法律管辖,经中国政府有关部门批准并由买方确认通知卖方后生效。

EFFECTIVENESS: This Contract shall be governed by the law of the people's Republic of China, and shall be ratified by the Chinese Authorities and then the Buyer shall confirm by Telex or Fax for the effective date of this Contract.

19.补充条款: 本合同无买方盖章无效。

SUPPLEMENTARY CONDITION: The contract is invalid without a stamp of buyers on it.

本合同正本共两份,采用中、英文书就,两种文字具有同等效力,签字后双方各执一份为凭。

This contract is made out in two originals in both Chinese and English, each language being legally of the equal effect. Each party keeps one original of the two after the signing of the contract.

买方: XXXXXX国际经济贸易公司

