

合同中的检验索赔、支付和运输条款 PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/150/2021_2022__E5_90_88_E5_90_8C_E4_B8_AD_E7_c85_150590.htm 今天我们讲商务合同

中的检验索赔条款、支付条款和运输条款：10. Inspection and Claims (检验索赔条款) 1) 检验条款 = 检验权的规定 (检验机构) 检验的内容 (检验证书) 检验时间 通常检验证书有以下写法：Inspection Certificate of Quality / Quantity / Weight / Value / Health / ... Disinfection Inspection Certificate 消毒检验证书

Sanitary Inspection Certificate 卫生检验证书 来看以下两句合同内容和其翻译：例1：双方同意以装运港中国进出口商品检验局签发的品质及数量检验证书为最后依据对双方具有约束力。

It is mutually agreed that the goods are subject to the Inspection Certificate of Quality and Inspection Certificate of Quantity issued by China Import and Export at the port of shipment. The Certificate shall be binding on both parties.

例2：在交货前制造商应就订货的质量、规格、数量、性能作出准确全面的检验，并出具货物与本合同相符的检验证书。该证书为议付货款时向银行提交单据的一部分，但不得做为货物质量、规格、数量、性能的最后依据，制造商应将记载检验细节的书面报告附在品质检验书内。 Before delivery the manufacturer should make a precise and overall inspection of the goods regarding quality, quantity, specification and performance and issue the certificate indicating the goods in conformity with the stipulation of the contract. The certificates are one part of the documents presented to the bank for negotiation of the payment and

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should not be considered as final regarding quality, quantity, specification and performance. The manufacturer should include the inspection written report in the Inspection Certificate of Quality, stating the inspection particulars.

2) 索赔条款 = 索赔权的规定 索赔时间 索赔依据 赔付方法 例1：买方对于装运货物的任何异议必须与装运货物的船只到达目的港后30天内提出，并须提供经卖方同意的公正机关出具的检验报告，如果货物已经加工，买方即丧失索赔权利。属于保险公司或轮船公司责任范围的索赔，卖方不予受理。 Any discrepancy on the shipped goods should be put forward within 30 days after the arrival of the vessel carrying the goods at the port of destination and the Buyer should present the Survey Report issued by the Surveyor agreed by the Seller. If the goods have been processed the Buyer will loss the right to claim. The Seller shall not settle the claim within the responsibility of the Insurance Company or Ship Company. 例2：品质异议须于货物到达目的港30天内提出，数量异议须于货物到达目的港15天提出，但均须提供相关检验机构的证明，如属卖方责任，卖方应予以收到异议20天内答复，并提出处理意见。 Any discrepancy about quality should be presented within 30 days after the arrival of the goods at the port of destination. any discrepancy about quantity should be presented within 15 days after the arrival of the goods at the port of destination, both of which cases should be on the strength of the certificates issued by the related surveyor. If the Seller is liable he should send the reply together with the proposal for settlement within 20 days after receiving the said discrepancy.

11. Terms of Payment (支付条款) 支付条款 = 支付

方式 支付时间。 支付方式有很多，来看一些常见的：信用证letter of credit (L / C)；现金in cash. 支票by check. 信用卡credit card. 汇票draft / bill of exchange. ... 其他相关词汇：信汇mail transfer. 电汇telegraphic transfer. 开证行opening bank. 通知行negotiating bank. 托收银行collecting bank. 代收银行remitting bank 例1：买方应不迟于12月15日，将100%的货款用电汇预付至卖方。 The Buyer should pay 100% of the sale amount to the Seller in advance by telegraphic transfer not later than Dec. 15th. 例2：买方应凭卖方开具的即期汇票于见票时立即付款。 The Buyer should make immediate payment against the presentation of the draft issued by the Seller. 例3：买方对卖方开具的见票后20天付款的跟单汇票于提示时应予以承兑，并应于汇票到期日付款。 The Buyer should accept the documentary draft at 20 days ' sight upon the presentation and make payment on the maturity. 例4：买方通过卖方可接受的银行在装运前一个月开立以卖方为抬头的保兑的不可撤销的信用证，有效期至装运后15天。 The Buyer shall open a confirmation irrevocable L / C in favor of the Seller with / through the bank acceptable to the Seller, one month before the shipment

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