

合同中的不可抗力、延期和仲裁条款 PDF转换可能丢失图片或格式，建议阅读原文

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今天我们讲商务合同中的不可抗力条款、延期交货和惩罚条款和仲裁条款：15.

Force Majeure 不可抗力条款 不可抗力条款 = 不可抗力时间（当事方）采取的行动在运输中，或许会遇到一些非人为因素的影响或者破坏，这个时候我们需要事先协商好如何解决以免发生不必要的争执。

例1：如果遭遇无法控制的时间或情况应视为不可抗力，但不限于火灾、风灾、水灾、地震、爆炸、叛乱、传染、检疫、隔离。

如要是不可抗力一方不能履行合同规定下义务，另一方应将履行合同的时间延长，所延长的时间应于不可抗力事件的时间相等。

Any event or circumstance beyond control shall be regarded as Force Majeure but not restricted to fire, wind, flood, earthquake, explosion, rebellion, epidemic, quarantine and segregation. In case either party that encounters Force Majeure fails to fulfill the obligation under the contract, the other party should extend the performance time by period equal to the time that Fore Majeure will last.

例2：如果不可抗力持续6个月以上，合同双方应尽快通过友好协商的方式调整继续履行合同事宜。

如果双方不能达成协议，则根据合同中第12条款通过仲裁决定。If the Force Majeure last over 6 months, the two parties of the contract should settle the case of continuing the contract by friendly negotiation as soon as possible.

Should the two parties fail to reach an agreement will be settled by arbitration according to Clause 12 of the contract thereof.

16. Late

Delivery and Penalty 延期交货和惩罚条款 合同中，如果有一方未能完全履行合同，或者按照合同规定交货，应该受到惩罚。例1：如果乙方因自身原因而未准时完工，乙方应付违约罚款，每天按总价的千分之一计算，即一千二百六十美元整。 If party B fails to finish the work on schedule due to its own reason, he shall pay to the other party the penalty at 1‰ of the total value of the work per day, that is USD one thousand two hundred and sixty dollars.例2：如果合资一方未能按本合同第5条规定按期付款，违约方应在逾期后一个月付给另一方10%的利息。如果违约方逾期3个月仍未如资，合同另一方根据本合同第53条规定有权终止合同并向违约方索赔损失。 Should either joint-venturer fails to pay the contribution on schedule according to Clause 5, the default party should pay the other 10% of the interest one month after the dead line. The other party shall hold right to terminate the contract or to claim the damage against / to him according to Clause 53 thereof, if the default party has not done so three months after the deadline. 17. Arbitration 仲裁条款 如果合同双方产生争议，往往有以下几种解决方法：1) Negotiation 协商，这也是最好的解决方式。2) Consultation / Mediation 调解，这个时候会有第三方的介入。3) Arbitration 仲裁，这是组织或者机构的介入。4) Litigation 起诉 大家来看看一份英文合同中的这段仲裁条款吧： All disputes in connection with the Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to the Foreign Trade Arbitration Commission of the China Council for the

Promotion of International Trade. The arbitration shall take place in Shanghai and the decision rendered by the said Commission shall be final and binding upon both parties. neither party shall seek resource to the law court or other authorities for revising the decision. The arbitration fee shall be borne by the losing part. 合同的主体 ( Body ) 到今天就讲完了，大家都清楚了吗？下一课我们将给这份合同划一个完整的句号，讲合同的尾部。100Test 下载频道开通，各类考试题目直接下载。详细请访问 [www.100test.com](http://www.100test.com)