

国际货物买卖合同（中英文对照）PDF转换可能丢失图片或格式，建议阅读原文

[https://www.100test.com/kao\\_ti2020/33/2021\\_2022\\_\\_E5\\_9B\\_BD\\_E9\\_99\\_85\\_E8\\_B4\\_A7\\_E7\\_c28\\_33625.htm](https://www.100test.com/kao_ti2020/33/2021_2022__E5_9B_BD_E9_99_85_E8_B4_A7_E7_c28_33625.htm) 一、交货条款 TERMS OF DELIVERY 1 . 装船条件：Terms of Shipment. 离岸加运费价条款：卖方应在本合同第（9）条规定之时间内，将货物由装船口岸直接船运到中国口岸，在未经征得买方同意前，中途不得转船。货物不得用悬挂买方不能接受国家的旗帜的船只装运。 For CFR Terms: The Sellers shall ship the goods within the time as stipulated in Clause (9) of this Contract by a direct vessel sailing from the port of loading to China Port. Transshipment enroute is not allowed without the Buyers consent. The goods should not be carried by vessels flying of the countries not acceptable to the Buyers. 离岸价条款：For FOB Terms:(A)装运本合同货物的船只，由买方或买方运输代理人中国租船公司（地址：北京、二里沟。电报挂号：ZHOU GZU PEKING)租定舱位。卖方应负责将所订货物在本合同第（9）条规定的装船期限内按买方所通知的任何日期装上买方指定的船只。 The shipping space for the contracted goods shall be booked by the Buyers or the Buyers shipping agent, China National Chartering Corporation (Address: Er LiGou Beijing Cable Address: ZHOU GZU PEKING). The Sellers shall undertake to load the contracted goods on board the vessel nominated by the Buyers on any date notified by the Buyers, within the time of shipment stipulated in the Clause (9) of this Contract. (B)货物装运前1015日，买方应电告卖方合同号、船只名称、船只预计到港日期、装运数量及船运代理人的

名称，以便卖方可与该船运代理人联系及安排货物的装运。卖方应将联系结果及时报告买方，如买方因故需要变更船只或有关船只提前或推迟到达情况发生，买方或船运代理人应及时通知卖方。卖方亦应与中租代理保持密切联系。 1015 days prior to the date of shipment, the Buyers shall inform the Sellers by cable if the contract number, name of vessel, ETA of vessel, quantity to be loaded and the name of shipping agent, so as to enable the latter to contact the shipping agent directly and arrange the shipment of the goods. The Sellers shall cable in time the Buyers of the result thereof. Should, for certain reasons, it become necessary for the Buyers to replace the named vessel with another one, or should the named vessel arrive at the port of shipment earlier or later than the date of arrival as previously notified to the Sellers, the Buyers or their shipping agent shall advise the Sellers to this effect in due time. The Sellers shall also keep close contact with the agent of Zhougzu. (C) 如买方所订船只到达装港后，卖方不能按买方所通知的时间如期装船时，则空舱费及滞期费等一切费用和后果均由卖方负担。但如船只临时撤换、延期或退关等情况而未能及时通知卖方停止发货者，在装港发生的栈租及保险费损失的计算，应以代理通知之装船日期（如货物晚于船代理通知之装船日期抵达装港，应以货物抵港日期）为准，在港口免费堆存期满后第16天起应由买方负担，人力不可抗拒的情况除外，但卖方仍负有载货船只到达装港后立即将货物装船之义务并负担费用及风险。前述各种有关费用均凭原始单据核实支付。 Should the Sellers fail to load the goods, within the time as notified by the Buyers, on board the vessel booked by the

Buyers after its arrival at the port of shipment, all expenses such as dead freight, demurrage, etc., and consequences thereof shall be borne by the Sellers. Should the vessel be withdrawn or replaced or delayed eventually or the cargo be shut out, etc., and the Sellers be not informed in good time to stop delivery of the cargo, the calculation of the loss for storage expenses and insurance premium thus sustained at the loading port should be based on the loading date notified by the agent to the Sellers (or based on the date of the arrival of the cargo at the loading port in case the cargo should arrive there later than the notified loading date). The above-mentioned loss to be calculated from the 16th day after expiry of the free storage time at the port should be borne by the Buyers with the exception of Force Majeure. However, the Sellers still undertaken to load the cargo immediately upon the carrying vessels arrival at the loading port at their own risks and expenses. The payment of the afore-said expenses shall be effected against presentation of the original vouchers after being checked.

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