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[https://www.100test.com/kao\\_ti2020/34/2021\\_2022\\_\\_E8\\_BF\\_9B\\_E5\\_87\\_BA\\_E5\\_8F\\_A3\\_E4\\_c28\\_34076.htm](https://www.100test.com/kao_ti2020/34/2021_2022__E8_BF_9B_E5_87_BA_E5_8F_A3_E4_c28_34076.htm) 合同 CONTRACT 日期 : Date : 合同号码 : Contract No. : 买方 : (The Buyers) 卖方 : (The Sellers) 兹经买卖双方同意按照以下条款由买方购进 , 卖方售出以下商品 : 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 goods subject to the terms and conditions as stipulated hereinafter: (1) 商品名称: Name of Commodity : (2) 数量 : Quantity: (3) 单价 : Unit price: (4) 总值 : Total Value: (5) 包装 : Packing: (6) 生产国别 : Country of Origin : (7) 支付条款 : Terms of Payment: (8) 保险 : insurance: (9) 装运期限 : Time of Shipment: (10) 起运港 : Port of Lading: (11) 目的港 : Port of Destination: (12) 索赔 : 在货到目的口岸45天内如发现货物品质 , 规格和数量与合同不符 , 除属保险公司或船方责任外 , 买方有权凭中国商检出具的检验证书或有关文件向卖方索赔换货或赔款。 Claims: Within 45 days after the arrival of the goods at the destination, should the quality, Specifications or quantity be found not in conformity with the stipulations of the contract except those claims for which the insurance company or the owners of the vessel are liable, the Buyers shall, have the right on the strength of the inspection certificate issued by the C.C.I.C and the relative documents to claim for compensation to the Sellers (13) 不可抗力 : 由于人力不可抗力的原由发生在制造 , 装载或运输的过程中导致卖方延期交货或

不能交货者，卖方可免除责任,在不可抗力发生后，卖方须立即电告买方及在14天内以空邮方式向买方提供事故发生的证明文件，在上述情况下，卖方仍须负责采取措施尽快发货。

Force Majeure : The sellers shall not be held 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 the within fourteen days there after . the Sellers shall send by airmail to the Buyers for their acceptancea certificate of the accident. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the deliveryof the goods. (14 )

仲裁：凡有关执行合同所发生的一切争议应通过友好协商解决，如协商不能解决，则将分歧提交中国国际贸易促进委员会按有关仲裁程序进行仲裁，仲裁将是终局的，双方均受其约束，仲裁费用由败诉方承担。

Arbitration : All disputes in connection with the execution of this Contract shall be settled friendly through negotiation. in case no settlement can be reached, the case then may be submitted for arbitration to the Arbitration Commission of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedure promulgated by the said Arbitration Commission . the Arbitration committee shall be final and binding upon both parties. and the Arbitration fee shall be borne by the losing parties.

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