

商务英语：货物出口合同 PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/452/2021_2022__E5_95_86_E5_8A_A1_E8_8B_B1_E8_c29_452871.htm 货物出口合同 (Sales

Contract) 编号(No.) : _____ 签约地

点(Signed at) : _____ 日期(Date) : _____

_____ 卖方(Seller) : _____

_____ 地址(Address) : _____

_____ 电话(Tel) : _____ 传

真(Fax) : _____ 电子邮箱(E-mail) : _____

_____ 买方(Buyer) : _____

_____ 地址(Address) : _____

_____ 电话(Tel) : _____

: _____ 传真(Fax) : _____ 电子

邮箱(E-mail) : _____

买卖双方经协商同意按下列条款成交：The undersigned Seller and Buyer have agreed to close the following transactions according to the terms and conditions set forth as below: 1. 货物名称、规格和质量 (Name, Specifications and Quality of Commodity): 2. 数量 (Quantity) : 3. 单价及价格条款 (Unit Price and Terms of Delivery) : (除非另有规定，"FOB"、"CFR"和" CIF"均应依照国际商会制定的《2000年国际贸易术语解释通则

》(INCOTERMS 2000)办理。) The terms FOB,CFR,or CIF shall be subject to the International Rules for the Interpretation of Trade Terms (INCOTERMS 2000) provided by International Chamber of Commerce (ICC) unless otherwise stipulated herein.) 4. 总价 (Total

Amount): 5. 允许溢短装 (More or Less) : _____%。 6. 装运期限 (Time of Shipment) : 收到可以转船及分批装运之信用证____天内装运。 Within _____ days after receipt of L/C allowing transshipment and partial shipment. 7. 付款条件 (Terms of Payment) : 买方须于_____前将保兑的、不可撤销的、可转让的、可分割的即期付款信用证开到卖方, 该信用证的有效期限延至装运期后_____天在中国到期, 并必须注明允许分批装运和转船。 By Confirmed, Irrevocable, Transferable and Divisible L/C to be available by sight draft to reach the Seller before _____ and to remain valid for negotiation in China until _____after the Time of Shipment. The L/C must specify that transshipment and partial shipments are allowed. 买方未在规定的时间内开出信用证, 卖方有权发出通知取消本合同, 或接受买方对本合同未执行的全部或部份, 或对因此遭受的损失提出索赔。 The Buyer shall establish a Letter of Credit before the above-stipulated time, failing which, the Seller shall have the right to rescind this Contract upon the arrival of the notice at Buyer or to accept whole or part of this Contract non fulfilled by the Buyer, or to lodge a claim for the direct losses sustained, if any. 8. 包装 (Packing) : 9. 保险 (Insurance) : 按发票金额的_____%投保_____险, 由_____负责投保。 Covering _____ Risks for_____110% of Invoice Value to be effected by the _____. 10. 品质/数量异议 (Quality/Quantity discrepancy) : 如买方提出索赔, 凡属品质异议须于货到目的口岸之日起30天内提出, 凡属数量异议须于货到目的口岸之日起15天内提出, 对所装货物所提任何异议于保险公司、轮

船公司、其他有关运输机构或邮递机构所负责者，卖方不负任何责任。 In case of quality discrepancy, claim should be filed by the Buyer within 30 days after the arrival of the goods at port of destination, while for quantity discrepancy, claim should be filed by the Buyer within 15 days after the arrival of the goods at port of destination. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, other Transportation Organization /or Post Office are liable. 11. 由于发生人力不可抗拒的原因，致使本合约不能履行，部分或全部商品延误交货，卖方概不负责。 本合同所指的不可抗力系指不可干预、不能避免且不能克服的客观情况。 The Seller shall not be held responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in consequence of any Force Majeure incidents which might occur. Force Majeure as referred to in this contract means unforeseeable, unavoidable and insurmountable objective conditions. 12. 仲裁（ Arbitration ）： 因凡本合同引起的或与本合同有关的任何争议，如果协商不能解决，应提交中国国际经济贸易仲裁委员会深圳分会。按照申请仲裁时该会当时施行的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。 Any dispute arising from or in connection with the Sales Contract shall be settled through friendly negotiation. In case no settlement can be reached, the dispute shall then be submitted to China International Economic and Trade Arbitration Commission (CIETAC) ,Shenzhen Commission for arbitration in accordance with its rules in effect at the time of

applying for arbitration. The arbitral award is final and binding upon both parties. 13. 通知 (Notices) : 所有通知用_____文写成, 并按照如下地址用传真/电子邮件/快件送达给各方。如果地址有变更, 一方应在变更后_____日内书面通知另一方。 All notice shall be written in _____ and served to both parties by fax/e-mail /courier according to the following addresses. If any changes of the addresses occur, one party shall inform the other party of the change of address within _____ days after the change. 14. 本合同为中英文两种文本, 两种文本具有同等效力。本合同一式_____份。自双方签字 (盖章) 之日起生效。 This Contract is executed in two counterparts each in Chinese and English, each of which shall be deemed equally authentic. This Contract is in _____ copies effective since being signed/sealed by both parties. The Seller: The Buyer: 卖方签字: 买方签字:

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