

2007年报关员考试每日一讲(12月1日) PDF转换可能丢失图片或格式，建议阅读原文

https://www.100test.com/kao_ti2020/475/2021_2022_2007_E5_B9_B4_E6_8A_A5_c67_475207.htm 报关员资格考试复习指导单证

- - 货物出口合同 合同号： 日期： 订单号： 买方： 卖方：
买卖双方签订本合同并同意按下列条款进行交易：（1）品名及规格（2）数量（3）单价（4）金额合计允许溢短装____%（5）包装：（6）装运口岸：（7）目的口岸：（8）装船标记：（9）装运期限：收到可以转船及分批装运之信用证____天内装出。（10）付款条件：开给我方100%保兑的不可撤回即期付款之信用证，并须注明可在装运日期后15天内议付有效。（11）保险：按发票110%保全险及战争险。由客户自理。（12）买方须于____年____月____日前开出本批交易信用证，否则，售方有权：不经通知取消本合同，或接受买方对本约未执行的全部或一部，或对因此遭受的损失提出索赔。（13）单据：卖方应向议付银行提供已装船清洁提单、发票、中国商品检验局或工厂出具的品质证明、中国商品检验局出具的数量/重量签证书；如果本合同按C I F条件，应再提供可转让的保险单或保险凭证。（14）凡以C I F条件成交的业务，保额为发票价值的110%，投保险别以本售货合同中所开列的为限，买方如要求增加保额或保险范围，应于装船前经售方同意，因此而增加的保险费由买方负责。（15）质量、数量索赔：如交货质量不符，买方须于货物到达目的港30日内提出索赔；数量索赔须于货物到达目的港15日内提出。对由于保险公司、船公司和其它转运单位或邮政部门造成的损失

卖方不承担责任。（16）本合同内所述全部或部份商品，如因人力不可抗拒的原因，以致不能履约或延迟交货，售方概不负责。（17）仲裁：凡因执行本合同或与本合同有关事项所发生的一切争执，应由双方通过友好方式协商解决。如果不能取得协议时，则在中国国际经济贸易仲裁委员会根据该仲裁机构的仲裁程序规则进行仲裁。仲裁决定是终局的，对双方具有同等约束力。仲裁费用除非仲裁机构另有决定外，均由败诉一方负担。仲裁也可在双方同意的第三国进行。（18）买方在开给售方的信用证上请填写本确认书号码。（19）其它条款：卖方：买方：2. SALES CONTRACT
No: Date: For Account of: Indent No: This contract is made by and between the Sellers and the Buyers. Whereby the Sellers agree to sell and the Buyers agree to buy the undermentioned goods according to the terms and conditions stipulated below and overleaf: (1) Names of commodity (ies) and specification(s) (2) Quantity (3) Unit price (4) Amount TOTAL: _____% more or less allowed (5) Packing: (6) Port of Loading: (7) Port of Destination: (8) Shipping Marks: (9) Time of Shipment: Within _____ days after receipt of L/C, allowing transshipment and partial shipment. (10) Terms of Payment: By 100% Confirmed, Irrevocable and Sight Letter of Credit to remain valid for negotiation in China until the 15th day after shipment. (11) Insurance: Covers all risks and warrisks only as per the Clauses of the People ' s Insurance Company of China for 110% of the invoice value. To be effected by the Buyer. (12) The Buyer shall establish the covering Letter of Credit before _____. failing which, the Seller reserves the right to rescind this Sales

Contract without further notice, or to accept whole or any part of this Sales Contract, non-fulfilled by the Buyer, or to lodge claim for direct losses sustained, if any (13) Documents: The Sellers shall present to the negotiating bank, Clean On Board Bill of Lading, Invoice, Quality Certificate issued by the China Commodity Inspection Bureau or the Manufacturers, Survey Report on Quantity/Weight issued by the China Commodity Inspection Bureau, and Transferable Insurance policy or Insurance Certificate when this contract is made on CIF basis. (14) For this contract signed on CIF basis, the premium should be 110% of invoice value. All risks insured should be included within this contract. If the Buyer asks to increase the insurance premium or scope of risks, he should get the permission of the Seller before time of loading, and all the charges thus incurred should be borne by the Buyer. (15) Quality/Quantity Discrepancy. 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 organizations and/or Post Office are liable. (16) The Seller shall not be held liable 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. (17) Arbitration: All disputes in connection with this contract or the execution thereof

shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic And Trade Arbitration Commission in accordance with the provisional Rules of Procedures promulgated by the said Arbitration Commission. The arbitration shall take place in Beijing and the decision of the Arbitration Commission shall be final and binding upon both parties. neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. Or arbitration may be settled in the third country mutually agreed upon by both parties. (18) The Buyer is requested always to quote THE NUMBER OF THE SALES CONTRACT in the Letter of Credit to be opened in favour of the Seller. (19) Other Conditions: Seller : Buyer: 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