**Anexo 4**

En el presente anexo se añade una versión inglesa proporcionada por el cliente del encargo.

**国际货物买卖合同**

SALES CONTRACT

编号：No：

日期：Date：

签约地点：Signed at：

卖方：The Seller:

地址：Address： 邮政编码：Postal Code：

电话：Tel： 传真：fax：

电子邮箱：E-mail：

买方：The Buyer：

地址：Address： 邮政编码：Postal Code：

电话：Tel： 传真：fax：

电子邮箱：E-mail：

买卖双方同意成交下列产品，订立条款如下：The undersigned Seller and Buyer have agreed to conclude the following transaction on terms and conditions as specified below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. 货物名称、品质规格  COMMODITY SPECIFICATION | 2. 包装、装运唛头  PACKING AND SHIPPING MARK | 3. 数量  QUANTITY | 4. 单价  UNIT PRICE | 5. 总值  TOTAL VALUE |
|  |  |  |  |  |
|  |  |  |  | TTL: |
| TOTAL AMOUNT: SAY US DOLLARS | | | | |

6. 装运时间：TIME OF SHIPMENT:

装运港：PORT OF SHIPMENT:

目的港：PORT OF DESTINATION  
7. 付款条件：PAYMENT:

8. 保险：INSURANCE:

□由卖方按发票金额的110%保一切险及战争险。买方如要求增加保额或保险范围，须承担因此增加的保险费。

To be covered by the Seller for 110% of the invoice value against All Risks and War Risks. If additional insurance amount or coverage is required, the additional premium is to be borne by the Buyer.

□由买方自理 To be effected by the Buyer.

9. 付款条件Terms of Payment（以下四项任选一项）：

(1)信用证方式：Letter of Credit:

买方应在装运期前/合同生效后＿＿日，开出以卖方为受益人的不可撤销的议付信用证，信用证在装船完毕后＿＿日内到期。

The Buyer shall, \_\_\_\_\_\_ days prior to the time of shipment /after this Contract comes into effect, open an irrevocable Letter of Credit in favor of the Seller. The Letter of Credit shall expire \_\_\_\_ days after the completion of loading of the shipment as stipulated.

(2) 付款交单：Documents against payment:

货物发运后，卖方出具以买方为付款人的付款跟单汇票，按即期付款交单（D/P）方式，通过卖方银行及＿＿＿＿＿银行向买方转交单证，换取货物。

After shipment, the Seller shall draw a sight bill of exchange on the Buyer and deliver the documents through Sellers bank and \_\_\_\_\_\_ Bank to the Buyer against payment, i.e D/P. The Buyer shall effect the payment immediately upon the first presentation of the bill(s) of exchange.

(3) 承兑交单：Documents against Acceptance:

货物发运后，卖方出具以买方为付款人的付款跟单汇票，付款期限为＿＿＿＿后＿＿日，按即期承兑交单(D/A＿＿日)方式，通过卖方银行及＿＿＿＿＿＿银行，经买方承兑后，向买方转交单证，买方在汇票期限到期时支付货款。

After shipment, the Seller shall draw a sight bill of exchange, payable\_\_\_\_\_ days after the Buyers delivers the document through Seller’s bank and \_\_\_\_\_\_\_\_\_Bank to the Buyer against acceptance (D/A \_\_\_ days). The Buyer shall make the payment on date of the bill of exchange.

(4) 货到付款：Cash on delivery (COD):

买方在收到货物后＿＿天内将全部货款支付卖方（不适用于FOB、CRF、CIF术语）。

The Buyer shall pay to the Seller total amount within \_\_\_\_\_\_ days after the receipt of the goods (This clause is not applied to the Terms of FOB, CFR, CIF).

10. 单据：Documents Required：

卖方应将下列单据提交银行议付/托收：

The Seller shall present the following documents required to the bank for negotiation/collection:

(1) 标明通知收货人/受货代理人的全套清洁的、已装船的、空白抬头、空白背书并注明运费已付/到付的海运/联运/陆运提单

Full set of clean on board Ocean/Combined Transportation/Land Bills of Lading and blank endorsed marked freight prepaid/ to collect;

(2) 标有合同编号、信用证号（信用证支付条件下）及装运唛头的商业发票一式＿＿份；

Signed commercial invoice in \_\_\_\_\_\_copies indicating Contract No., L/C No. (Terms of L/C) and shipping marks;

(3) 由＿＿＿＿＿＿出具的装箱或重量单一式＿＿份；

Packing list/weight memo in \_\_\_\_\_\_ copies issued by＿＿；

(4) 由＿＿＿＿＿＿出具的质量证明书一式＿＿份；

Certificate of Quality in \_\_\_\_\_\_\_ copies issued by＿＿＿＿；

(5) 由＿＿＿＿＿＿出具的数量证明书一式＿＿份；

Certificate of Quantity in \_\_\_ copies issued by＿＿＿＿；

(6) 保险单正本一式＿＿份(CIF 交货条件)；

Insurance policy/certificate in \_\_\_ copies (Terms of CIF)；

(7)＿＿＿＿签发的产地证一式＿＿份；

Certificate of Origin in \_\_\_ copies issued by＿＿＿＿；

(8) 装运通知：Shipping advice:

卖方应在交运后\_\_\_\_\_小时内以特快专递方式邮寄给买方上述第＿＿项单据副本一式一套

The Seller shall, within \_\_\_\_ hours after shipment effected, send by courier each copy of the above-mentioned documents No. ＿＿.

11. 数量/品质异议：Quantity/Quality Discrepancy:

如出现数量或品质不符，买方须分别于货物抵港后 天内提出索赔，品质索赔买方需提供国际公证机构或其他代表性或代理签发的检验证书。检验费及证书费由买方承担。

In case of quantity and quality discrepancy, the claim shall be issued by the Buyer within days respectively after the arrival of the goods at port of destination. In case of quality discrepancy the inspection certificate issued by an international surveyor or its agent (or representative) is requested together with the claim by the buyer. All charges and costs of such inspection and certificate shall be borne by the Buyer.

12. 检验：Inspection （以下两项任选一项）：  
（1）卖方须在装运前＿＿日委托＿＿＿＿＿＿检验机构对本合同之货物进行检验并出具检验证书，货到目的港后，由买方委托＿＿＿＿＿＿＿＿检验机构进行检验。  
The Seller shall have the goods inspected by \_\_\_\_\_\_ days before the shipment and have the Inspection Certificate issued by\_\_\_\_. The Buyer may have the goods reinspected by \_\_\_\_\_\_\_\_ after the goods arrival at the destination.  
(2) 发货前，制造厂应对货物的质量、规格、性能和数量/重量作精密全面的检验，出具检验证明书，并说明检验的技术数据和结论。货到目的港后，买方将申请中国商品检验局(以下简称商检局)对货物的规格和数量/重量进行检验，如发现货物残损或规格、数量与合同规定不符，除保险公司或轮船公司的责任外，买方得在货物到达目的港后＿＿日内凭商检局出具的检验证书向卖方索赔或拒收该货。在保证期内，如货物由于设计或制造上的缺陷而发生损坏或品质和性能与合同规定不符时，买方将委托中国商检局进行检验。  
The manufacturers shall, before delivery, make a precise and comprehensive inspection of the goods with regard to its quality, specifications, performance and quantity/weight, and issue inspection certificates certifying the technical data and conclusion of the inspection. After arrival of the goods at the port of destination, the Buyer shall apply to China Commodity Inspection Bureau (hereinafter referred to as CCIB) for a further inspection as to the specifications and quantity/weight of the goods. If damages of the goods are found, or the specifications and/or quantity are not in conformity with the stipulations in this Contract, except when the responsibilities lies with Insurance Company or Shipping Company, the Buyer shall, within \_\_\_\_\_ days after arrival of the goods at the port of destination, claim against the Seller, or reject the goods according to the inspection certificate issued by CCIB. In case of damage of the goods incurred due to the design or manufacture defects and/or in case the quality and performance are not in conformity with the Contract, the Buyer shall, during the guarantee period, request CCIB to make a survey.  
13. 索赔：Claim：  
买方凭其委托的检验机构出具的检验证明书向卖方提出索赔（包括换货），由此引起的全部费用应由卖方负担。若卖方收到上述索赔后\_\_\_\_\_\_天未予答复，则认为卖方已接受买方索赔。  
The buyer shall make a claim against the Seller (including replacement of the goods) by the further inspection certificate and all the expenses incurred therefrom shall be borne by the Seller. The claims mentioned above shall be regarded as being accepted if the Seller fail to reply within \_\_\_\_\_\_days after the Seller received the Buyer's claim.  
14. 迟交货与罚款：Late delivery and Penalty:  
除合同第21条不可抗力原因外，如卖方不能按合同规定的时间交货，买方应同意在卖方支付罚款的条件下延期交货。罚款可由议付银行在议付货款时扣除，罚款率按每＿＿天收＿＿%，不足＿＿天时以＿＿天计算。但罚款不得超过迟交货物总价的\_\_\_\_%。如卖方延期交货超过合同规定＿＿天时，买方有权撤销合同，此时，卖方仍应不迟延地按上述规定向买方支付罚款。

买方有权对因此遭受的其它损失向卖方提出索赔。  
Should the Seller fail to make delivery on time as stipulated in the Contract, with the exception of Force Majeure causes specified in Clause 21 of this Contract, the Buyer shall agree to postpone the delivery on the condition that the Seller agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. The rate of penalty is charged at\_\_\_\_\_\_% for every \_\_\_\_\_\_ days, odd days less than \_\_\_\_\_days should be counted as \_\_\_\_\_\_ days. But the penalty, however, shall not exceed\_\_\_\_\_\_\_% of the total value of the goods involved in the delayed delivery. In case the Seller fail to make delivery \_\_\_\_\_\_ days later than the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the Contract and the Seller, in spite of the cancellation, shall nevertheless pay the aforesaid penalty to the Buyer without delay.  
The buyer shall have the right to lodge a claim against the Seller for the losses sustained if any.  
15. 不可抗力：Force Majeure：  
凡在制造或装船运输过程中，因不可抗力致使卖方不能或推迟交货时，卖方不负责任。在发生上述情况时，卖方应立即通知买方，并在＿＿天内，给买方特快专递一份由当地民间商会签发的事故证明书。在此情况下，卖方仍有责任采取一切必要措施加快交货。如事故延续＿＿天以上，买方有权撤销合同。  
The Seller shall not be responsible for the delay of 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 Seller shall advise the Buyer immediately of the occurrence mentioned above and within\_\_\_\_\_ days thereafter the Seller shall send a notice by courier to the Buyer for their acceptance of a certificate of the accident issued by the local chamber of commerce under whose jurisdiction the accident occurs as evidence thereof. Under such circumstances the Seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than \_\_\_\_\_ days the Buyer shall have the right to cancel the Contract.

16. 合同终止: Termination of Contract:

在下述情况下卖方可以终止本合同，并且其享有的其他权利和法律救济不应受到影响：

The Seller may terminate this Contract without prejudice to the Seller`s any other right or remedies in the event that:  
（1）买方未能严格根据本合同或者买卖双方订立的其他协议中规定的条款支付其欠付卖方的款项；或者

The Buyer fails to pay money owing to the Seller in strict accordance with the terms set forth hereof or any other agreement entered into between the Buyer and the Seller; or   
（2）买方资不抵债或者被判定破产或者要求买方清算的申请书已经或者将要提交；或者

The Buyer becomes insolvent or be adjudged bankrupt or where a petition to wind up buyer is to be or has been presented; or  
（3）如果卖方已经同意在赊销的条件向买方提供货物，买方已经超出了赊销期限；或

Where the Seller has agreed to supply the Buyer with goods on credit and the Buyer has exceeded that credit limit fixed by the Seller; or  
（4）买方拒绝接受根据本合同规定交付的产品。

The Buyer refuses to accept products delivered under the terms hereunder.

无论何等原因如果买方终止本合同，无论全部还是部分，终止通知必须以书面方式发送给卖方。据此卖方应停止工作并且买方应向卖方支付在终止之前所有卖方已经制造、修改或订购并且符合合同规定的货物在本合同项下规定的价款。该等货物应交付给买方。

If the Buyer shall for any reason terminate this Contract in whole or in part, the notice of termination must be given in writing to the Seller. The Seller shall thereupon cease work and the Buyer shall pay the Seller the price provided in the Contract for all goods which have been manufactured, modified or ordered by the Seller prior to the termination and which conform to the provisions of the Contract. Such goods shall be delivered to the Buyer.  
17. 争议的解决：Arbitration：

凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会上海分会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，开庭地点设在杭州。仲裁裁决是终局的，对双方均有约束力。

Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Commission （CIETAC Shanghai） for arbitration which shall be conducted in accordance with the “CIETAC's arbitration rules in effect at the time of applying for arbitration (and the arbitration shall take place in Hangzhou.). The arbitral award is final and binding upon both parties.

18. 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/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.  
19. 本合同使用的FOB、CFR、CIF术语系根据国际商会《2010年国际贸易术语解释通则》。  
The terms FOB、CFR、CIF in the Contract are based on INCOTERMS 2010 of the International Chamber of Commerce.  
20. 附加条款： Additional clause：  
本合同上述条款与本附加条款抵触时，以本附加条款为准。  
Conflicts between Contract clause hereabove and this additional clause, if any, it is subject to this additional clause.  
21. 本合同用中英文两种文字写成，两种文字具有同等效力。本合同共＿＿份，自双方代表签字（盖章）之日起生效。  
This Contract is executed in two counterparts each in Chinese and English, each of which shall deemed equally authentic. This Contract is in \_\_\_\_\_\_ copies, effective since being signed/sealed by both parties.

买方(签章) 卖方(签章)

The Seller:（Signature） The buyer: （Signature）