

【公司经营合同范本】常见外贸合同(中英版)

编号: no:

日期: date:

签约地点: signedat:

卖方: sellers:

地址: address:

邮政编码: postalcode:

电话: tel:

传真: fax:

买方: buyers:

地址: address:

邮政编码: postalcode:

电话: tel:

传真: fax:

买卖双方同意按下列条款由卖方出售, 买方购进下列货物:

thesellersagreetosellandthebuyeragreestobuytheundermentionedgoodsonthetermsandconditionsstatedbelow.

1 货号 articleno.

2 品名及规格 description&specification

3 数量 quantity

4 单价 unitprice

5 总值:

数量及总值均有_____%的增减,由卖方决定。

totalamount

with _____% more or less both in amount and quantity allowed at the seller's option.

6 生产国和制造厂家 country of origin and manufacturer

7 包装: packing:

8 唛头: shipping marks:

9 装运期限: time of shipment:

10 装运口岸: port of loading:

11 目的口岸: port of destination:

12 保险: 由卖方按发票全额 110% 投保至 _____ 为止的 _____ 险。

insurance: to be effected by buyers for 110% of full invoice value covering _____ upto _____ only.

13 付款条件:

买方须于 _____ 年 _____ 月 _____ 日将保兑的, 不可撤销的, 可转让可分割的即期信用证开到卖方。信用证议付有效期延至上列装运期后 15 天在中国到期, 该信用证中必须注明允许分运及转运。

payment:

by confirmed, irrevocable, transferable and divisible /
to be available by sight draft to reach the seller before ___ / ___ /
_____ and to remain valid for negotiation in China until 15 days after the aforesaid time of shipment. tjel/
must specify that transshipment and partial shipments are allowed.

14 单据: documents:

15 装运条件: terms of shipment:

16 品质与数量、重量的异义与索赔: quality/quantity discrepancy and claim:

17 人力不可抗拒因素:

由于水灾、火灾、地震、干旱、战争或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本协议，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件通知另一方，并在不可抗力事件发生 15 天内将有关机构出具的不可抗力事件的证明寄交对方。

force majeure:

either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. however, the party affected by the event of force majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

18 仲裁:

在履行协议过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际贸易促进委员会对外贸易仲裁委员会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉一方负担。

arbitration

all disputes arising from the execution of this agreement shall be settled through friendly consultations. in case no settlement can be reached, the case in dispute shall then be submitted to the foreign trade arbitration commission of the china council for the promotion of international trade for arbitration in accordance with its provisional rules of procedure. the decision made by this commission shall be regarded as final and binding upon both parties. arbitration fees shall be borne by the losing party, unless otherwise awarded.

卖方: sellers:

买方: buyers:

签字: signature:

签字: signature

友情提示：范本有风险，使用需谨慎，法律是经验性极强的领域，范本无法思考和涵盖全面，最好找专业律师起草或审核后使用。