**中华人民共和国民法典》正式版（全文）**

第八章违约责任

当事人一方未履行合同义务或者履行不符合约定时，应当承担违约责任，包括继续履行、采取补救措施或者赔偿损失等。

如果一方明确表示或者以自己的行为表明不履行合同义务，对方可以在履行期限届满前请求其承担违约责任。

如果一方未支付价款、报酬、租金、利息或者不履行其他金钱债务，对方可以请求其支付。

如果一方不履行非金钱债务或者履行不符合约定，对方可以请求履行。但是，如果法律上或者事实上不能履行，债务的标的不适于强制履行或者履行费用过高，或者债权人在合理期限内未请求履行，那么就不适用此条款。如果不能实现合同目的，人民法院或者仲裁机构可以根据当事人的请求终止合同权利义务关系，但是不影响违约责任的承担。

如果一方不履行债务或者履行不符合约定，但是根据债务的性质不得强制履行，对方可以请求其负担由第三人替代履行的费用。

如果履行不符合约定，应当按照当事人的约定承担违约责任。如果没有约定或者约定不明确，根据标的的性质以及损失的大小，受损害方可以合理选择请求对方承担修理、重作、更换、退货、减少价款或者报酬等违约责任。

如果一方不履行合同义务或者履行不符合约定，在履行义务或者采取补救措施后，对方还有其他损失的，应当赔偿损失。

如果一方不履行合同义务或者履行不符合约定，造成对方损失的，损失赔偿额应当相当于因违约所造成的损失，包括合同履行后可以获得的利益。但是，不得超过违约一方订立合同时预见到或者应当预见到的因违约可能造成的损失。

当事人可以约定一方违约时应当根据违约情况向对方支付一定数额的违约金，也可以约定因违约产生的损失赔偿额的计算方法。如果约定的违约金低于造成的损失，人民法院或者仲裁机构可以根据当事人的请求予以增加。如果约定的违约金过分高于造成的损失，人民法院或者仲裁机构可以根据当事人的请求予以适当减少。如果当事人就迟延履行约定违约金，违约方支付违约金后，还应当履行债务。

当事人可以约定一方向对方给付定金作为债权的担保。定金合同自实际交付定金时成立。

Article 598: \_\_\_.

Article 599: \_\_\_.

Article 600: If the subject matter sold has \_\_\_。\_\_\_ parties。\_\_\_ of the subject matter do not belong to the buyer.

Article 601: \_\_\_ according to the agreed time。If the delivery d is agreed。the seller \_\_\_.

\_\_\_ unclear。the ns of Article 510 and item 4 of Article 511 of this Law shall apply.

Article 603: \_\_\_ at the agreed place。If the parties have not agreed on the \_\_\_ unclear。\_\_\_:

1) If the \_\_\_。\_\_\_;

2) If the subject matter does not need to be transported\_\_\_ place when they enter into the contract。the \_\_\_ at that place。If the seller does not know the n of the subject matter。\_\_\_ at the business premises where the contract is \_\_\_.

Article 604: The risk of damage or loss of the subject matter shall be borne by the seller before the delivery of the subject matter。and by the buyer after the delivery。\_\_\_.

Article 605: If \_\_\_ time due to the buyer's reasons。the buyer shall bear the risk of damage or loss of the subject matter from the time of the breach.

Article 606: If the \_\_\_ carrier。unless otherwise agreed by the parties。the buyer shall bear the risk of damage or loss from the time of the contract n.

Article 607: If the seller delivers the \_\_\_ place of the buyer and hands it over to the carrier according to the agreement。the risk of damage or loss of the subject matter shall be borne by the buyer。If the parties have not agreed on the \_\_\_ unclear\_\_\_ has delivered it to the first carrier.

Article 608: If the \_\_\_ place according to the agreement or the ns of item 2 of the second paragraph of Article 603 of this Law。and the buyer fails to receive it in n of the agreement。the risk of damage or loss of the subject matter shall be borne by the buyer from the time of the breach.

Article 609: If \_\_\_ and n of the subject matter according to the agreement。it does not affect the transfer of the risk of damage or loss of the subject matter.

Article 610: If the subject matter does not meet the quality requirements and cannot achieve\_\_\_ the contract。If the buyer refuses to accept the \_\_\_\_\_\_.

第611条规定，如果标的物毁损或灭失，买受人需要承担风险，但如果出卖人未能履行约定的义务，买受人有权要求出卖人承担违约责任。

根据第612条规定，出卖人需要保证交付的标的物没有被第三方享有任何权利，但如果法律另有规定，则不适用此条款。

如果买受人在订立合同时知道或应当知道第三方对标的物享有权利，那么出卖人就不需要承担上述义务，根据第613条规定。

如果买受人有确切证据证明第三方对标的物享有权利，可以中止支付相应的价款，但如果出卖人提供适当担保，则不适用此规定，根据第614条规定。

根据第615条规定，出卖人需要按照约定的质量要求交付标的物。如果出卖人提供有关标的物质量说明，则交付的标的物需要符合该说明的质量要求。

如果当事人没有约定标的物的质量要求或约定不明确，根据第616条规定，可以适用第510条的规定，但如果仍然无法确定，则适用第511条第一项的规定。

如果出卖人交付的标的物不符合质量要求，买受人可以根据第582条至第584条的规定要求承担违约责任，根据第617条规定。

如果当事人约定减轻或免除出卖人对标的物瑕疵承担的责任，但出卖人故意或重大过失未告知买受人标的物瑕疵的，出卖人无权主张减轻或免除责任，根据第618条规定。

根据第619条规定，出卖人需要按照约定的包装方式交付标的物。如果没有约定或约定不明确，则应当按照通用的方式包装，如果没有通用方式，则应当采取足以保护标的物且有利于节约资源、保护生态环境的包装方式。

根据第620条规定，买受人需要在约定的检验期限内检验收到的标的物。如果没有约定检验期限，则应当及时检验。

如果当事人约定了检验期限，买受人需要在检验期限内通知出卖人标的物的数量或质量不符合约定。如果买受人未通知，则视为标的物的数量或质量符合约定。如果没有约定检验期限，则买受人需要在合理期限内通知出卖人标的物的数量或质量不符合约定。如果买受人在合理期限内未通知或自收到标的物之日起两年内未通知出卖人，则视为标的物的数量或质量符合约定。但对于有质量保证期的标的物，适用质量保证期，不适用该两年的规定。如果出卖人知道或应当知道提供的标的物不符合约定，则买受人不受通知时间限制的限制，根据第621条规定。

Article 622: If the n d agreed upon by the parties is too short and the \_\_\_ this d due to the nature of the subject matter and trade practices。the d shall only be \_\_\_.

If the agreed n d or quality guarantee d is shorter than the d prescribed by laws and administrative ns。the d \_\_\_.

Article 623: If the parties have not made any agreement on the n d。and the delivery note。n note。or other documents \_\_\_。model。and ns of the subject matter。the buyer is deemed to have \_\_\_。this n does not apply if there is \_\_\_ it.

Article 624: If the seller delivers the \_\_\_ party in accordance with the buyer's ns。and the \_\_\_ are different from those agreed upon by the buyer and the third party。the \_\_\_.

Article 625: If the subject matter should be recovered after the valid service life according to the ns of \_\_\_ agreement of the parties。\_\_\_ a third party to do so.

Article 626: The buyer shall pay the price according to the agreed amount and payment method。If there is no \_\_\_ unclear regarding the amount and payment method of the price。the ns of Article 510 and Article 511(2) and (5) of this Law shall apply.

Article 627: The buyer shall pay the price at the agreed place。If there is no \_\_\_ unclear regarding the payment place。and it cannot be determined according to the ns of Article 510 of this Law。the buyer shall pay at the seller's place of business。However。if the payment of the price is \_\_\_ of the subject matter or the delivery of the document for extracting the subject matter。the payment shall be made at the place where the subject matter is delivered or where the document is extracted.

Article 628: The buyer shall pay the price at the agreed time。If there is no agreement or the agreement is unclear regarding the payment time。and it cannot be determined according to the ns of Article 510 of this Law。the buyer shall pay at the same time as receiving the \_\_\_ or extracting the document for the subject matter.

Article 629: If \_\_\_ agreed。the buyer can accept or reject the excess。If the buyer accepts the excess。the price shall be paid according to the agreed price。If the buyer rejects the excess。\_\_\_.

\_\_\_ seller。and the interest generated after \_\_\_。this does not apply if the parties have made other agreements.

Article 631: If the main subject matter of the contract does not comply with the agreement and the contract is terminated。\_\_\_ of the contract shall apply to the main subject matter。If the sub-subject matter of the subject matter does not comply with the agreement and the contract is terminated。\_\_\_ of the contract shall not apply to the main subject matter.

Article 632: If the subject matter is a group of objects。and one of them does not comply with the agreement。\_\_\_ the contract for that object。However。if the n of that object from the others causes a significant loss of value to the subject matter。the buyer can terminate the contract for the entire group of objects.

Article 643: If the \_\_\_ the us paragraph。and the \_\_\_ seller。the buyer can request the n of the \_\_\_.

If \_\_\_ d。the \_\_\_ party \_\_\_ unpaid price and necessary expenses。if there is still a surplus。it shall be returned to the buyer。the \_\_\_.

Article 644: \_\_\_ the parties。as well as the bidding and tender res。in the sale of \_\_\_.

Article 645: \_\_\_ the parties。as well as the n res。\_\_\_.

Article 646: If the law has ns on other paid contracts。they shall be governed by such ns。If there are no ns。\_\_\_ of the sales contract shall apply.

Article 647: If the \_\_\_。\_\_\_ of the sales contract shall apply.

Chapter X Contracts for Supply and Use of Electricity。Water。Gas。and Heat

Article 648: A contract for the supply and use of electricity is a contract in which the \_\_\_ to the user and the user pays for it.

A \_\_\_ to the public shall not refuse reasonable contract requests from users.

Article 649: The content of a contract for the supply and use of \_\_\_ includes clauses on the method。quality。time of supply。capacity。address。nature of use。measurement method。\_\_\_ and fees。\_\_\_ facilities.

Article 650: The place of performance of a contract for the supply and use of \_\_\_ unclear。the boundary of the property rights of the supply facilities shall be the place of performance.

Article 651: \_\_\_ quality and the agreed upon safety standards。and the user suffers losses as a result。\_\_\_.

Article 652: If the supplier \_\_\_ planned maintenance。temporary maintenance。legally imposed power ns。or \_\_\_。\_\_\_ as a result。\_\_\_.

Article 653: If there is a power outage due to natural disasters or other reasons。\_\_\_ as a result。\_\_\_.

Article 654: The user shall pay \_\_\_ on time。the user shall pay \_\_\_ upon。If the user still \_\_\_ d after being urged to do so。the \_\_\_.

If \_\_\_。\_\_\_.

Article 669: \_\_\_。\_\_\_ and financial status related to the loan according to the requirements of the lender.

Article 670: The interest on the loan shall not be cted in advance from the principal。If the interest is cted in advance from the principal。the actual amount of the loan shall be returned and the interest shall be \_\_\_.

Article 671: If the lender \_\_\_ as agreed。\_\_\_。\_\_\_.

If \_\_\_ as agreed。the interest shall be paid according to the agreed date and amount.

Article 672: The lender can inspect and supervise the use of the loan as agreed。The \_\_\_.

Article 673: If the borrower does not use the loan for the agreed purpose。the lender can。providing the loan。recall the loan in advance。or \_\_\_.

Article 674: The borrower shall pay the interest according to the agreed deadline。If there is no agreement on the deadline for paying the interest or the agreement is \_\_\_ according to Article 510 of this law。if the loan d is less than one year。the interest shall be paid together with the repayment of the loan。if the loan d is more than one year。the interest shall be paid every year。and the remaining d of less than one year shall be paid together with the repayment of the loan.

Article 675: \_\_\_。If there is no agreement on the loan d or the agreement is unclear and cannot be determined according to Article 510 of this law。the borrower can repay the loan at any time。and the lender can \_\_\_.

Article 676: If \_\_\_。\_\_\_.

Article 677: If the borrower repays the loan in advance。\_\_\_ parties。the interest shall be calculated based on the actual loan d.

Article 678: The borrower can apply for an n to the lender before the repayment deadline。if the lender agrees。an n can be granted.

Article 679: For loan contracts een natural persons。the contract is established when the lender provides the loan.

Article 680: us lending is prohibited。and the interest rate on loans shall not \_\_\_.

If there is no agreement on the payment of interest in the loan contract。it shall be deemed that there is no interest.