

XXXXXX  
XXXXX CO., LTD.

销售合同  
SALES CONTRACT

合同号 / S/C No.:

日期 / DATE :

卖方:

SELLER:

ADD :

FAX : TEL:0086-29-88232369

买方:

BUYER :

ADD :

FAX : TEL:

兹经双方同意，按下列条款达成如下交易：

The Seller and the Buyer have agreed to close the following transactions according to the following conditions stipulated below:

1、商 品： / Commodity:

商品名称、规格 Commodity, Specification,	数 量 Quantity	单 位 Unit	单 价 Unit Price	金 额 Amount
总计 / TOTAL:				
(允许卖方在装货时溢装或短装_____%，价格按照本合同所列的单价计算。) (The Seller are allowed to load the quantity with_____% more or less, the price shall be calculated according to the unit price stipulated in this contract.)				

2、包 装:

Packing:

3、唛 头:

Shipping mark

由卖方决定，除非在装运前得到买方的及时通知。

To be designated by the sellers, unless otherwise advised by the Buyer in time before shipment.

4、装 运:

Shipment:

从\_\_\_\_\_口岸到\_\_\_\_\_。分批\_\_\_\_\_, 转船\_\_\_\_\_.

From \_\_\_\_\_ to \_\_\_\_\_. Partial shipment \_\_\_\_\_, Transshipment \_\_\_\_\_.

5、检 验:

Inspection:

6、保 险:

Insurance:

按发票金额的110%投保。

To be covered for 110% of invoice value.

7、付 款:

Payment:

开立100%不可撤销的\_\_\_\_\_天信用证。提交装运单据到中国任一银行议付。信用证必须于\_\_\_\_\_

到达卖方，并保证于装运后15天内在中国有效。

By 100% irrevocable L/C payable at \_\_\_\_\_ sight and negotiable against presentation of shipping documents to any bank in China. The L/C must reach the Sellers on \_\_\_\_\_ and is to remain valid in China for 15days after the

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8. 不可抗力:

Force Majeure:

如由于战争、地震、水灾、火灾、暴风雨、雪灾或其他不可抗力的原因，致使卖方不能全部或部分装运或延期装运合同货物，卖方对这种不能装运或延期装运本合同货物不负有责任。卖方须于15天内用传真通知买方。

The sellers shall not be held responsible for late delivery or non-delivery for all or part of the contracted goods owing to such Force Majeure causes as war, earthquake, flood, conflagration, rainstorm and snowstorm. However, in such a case, the sellers shall inform the buyers by fax within 15days.

9. 异议与索赔:

Discrepancy and Claim:

货物到达目的地后，买方若对货物的质量/数量/重量有异议，应在货物到达目的地后15天内凭卖方承认的公众鉴定人出具的检验证明向卖方提出，否则卖方将不承担责任。对由不可抗力造成的损失，或属于承运人或保险人责任范围内的，卖方不予赔偿。任何一方未按上述规定的期限履约，无论是卖方没有发运还是买方没有开证，或者信用证不符合合同条款而买方又没有及时修改，对方都有权解除合同，并向另一方索赔补偿直接损失。遭受不可抗力除外。

In case any discrepancy on quality/quantity/weight of the goods is found by the Buyers after the goods arrive at the port of destination, claim which should be loaded with the Sellers within 15 days after the goods arrive at the port of destination, otherwise the sellers will not undertake the responsibility. However, the Sellers shall not be held responsible either for compensation of loss (es) due to natural cause (s) or for that (those) within the responsibility of the Ship owners or Underwriters. In the event either the Sellers fail to effect the shipment or the Buyers fail to establish the relevant L/C within the respective time limits as set forth in the above, or the L/C does not correspond with the Contract terms and the Buyers fail to amend it in time, the Complaining Party shall have the right to cancel this contract and to claim on the Party at fault for compensation of direct losses, if any, sustained there from, unless in cases where Force Majeure is applicable.

10. 仲裁:

Arbitration:

凡因执行本合同所发生的或与本合同有关的一切争议，双方应通过协商解决；如果协商不能解决，应提交北京中国国际经济贸易仲裁委员会，根据该会的仲裁规则进行仲裁。仲裁裁决是最终的，对双方都有约束力。仲裁费用除仲裁机构另有规定外，均由败诉方承担。

Any dispute arising from the execution of, or in connection with, this Contract shall be settled through Arbitration Commission of China, for settlement by arbitration in accordance with the Commission's Provisional Rules of Procedures. The award and decision made by the Commission shall be final and binding on both parties. The arbitration charges, unless otherwise stipulated by the arbitration unit, shall all be born by the party losing the lawsuit.

11. 本合同以中文和英文两种文字书就，两种文字的条款具有同等效力。

This contract is issued in both Chinese and English, the clauses in which have the same effects.

12.其他条款/Other Terms:

请签署后退回一份，供我方存档。/Please sign and return one copy for our file.

卖 方:  
Seller:

买 方:  
Buyer:

