

International Procurement Contract

国 际 采 购 合 同

Contract No: _____

合同编号: _____

Contract Signing Date : _____

合同签订日期: _____

Contract Signed at: _____

合同签约地: _____

Procurement Contracts

采购合同

Buyers: _____

买 方 : _____

Sellers: : _____

卖 方: _____

The Contract, made out, in Chinese and English, both version being equally authentic, by and between the Seller and the Buyer whereby the Seller agrees to sell and the Buyer agrees to buy the undermentioned goods subject to terms and conditions set forth hereinafter as follows:

本合同由买卖双方缔结，用中、英文字写成，两种文体具有同等效力，按照下述条款，卖方同意售出买方同意购进以下商品：

No. 序号	Cargo/ Equipment Name 货物/设备名称	Specification 规格	Country of Origin and Manufacturer 生产国及制 造厂商	Model 型号	Quantity 数量	Unit Price 单价	Amount 总价	Notes 备注
	安装调试费							
add up to 合计	Amount in Words: TOTAL VALUE USD Say U.S. Dollars _____ only. 大写金额:						Amount in figure: 小写金额: _____	

5.总值：价格和合同总金额在清单中所载明的商品，以美元/人民币计价。本合同总金额为_____。商品价格包括运抵_____的一切费用，同时包括在_____境外预付的包装、标记、装运、保险的费用，以及设备安装调试费用。(Total Amount: Price and the total contract amount set forth in the list of goods, U.S. dollar / yuan-denominated. The total contract amount: _____。

6. 包装(适合海洋运输) (Packing (seaworthy)) :

7. 装船时间(Shipment date) :

8. 装运口岸 (Port of Loading) :

9. 目的口岸 (Port of Destination) :

10. 装运唛头：卖方负责在每件货物上用牢固的不褪色的颜料明显地刷印或标明下述唛头，及目的口岸、件号、毛重、净重、尺码、体积(用立方米表示)和其它买方要求的标记。如系危险及有毒货物，卖方负责保证在每件货物上明显地标明货物的性质说明及习惯上被接受的标记。(Shipping mark: The seller is responsible for the goods with each solid color is not faded or marked clearly Shuayin the following marks, and the port of destination, piece number, gross weight, net weight, size, volume (in cubic

meters of that) and other markers buyer requirements . In the case of dangerous and toxic goods, the seller is responsible for ensuring the goods in each clearly marked with the goods on the nature and the accepted mark.)

11. 交货条件: FOB/CFR/CIF_____, _____. 除非另有规定, “CFR/CIF” 均应依照国际商会制定的《国际贸易术语解释通则》(INCOTERMS 1900) 办理。(delivered terms: FOB / CFR / CIF_____, _____. Unless otherwise specified, "CFR / CIF" shall be in accordance with International Chamber of Commerce "International Incoterms" (INCOTERMS 1900) apply.)

12. 货物生产标准(Goods production standards):

13. 保险(insurance):

当交货条件为 FOB 或 CFR 时, 应由买方负责投保(When delivery is FOB or CFR terms, the buyer should be responsible for insuring);

当交货条件为 CIF 时, 应由卖方按发票金额 110%投保_____险; 附加险: _____. (When the delivery condition is CIF, the seller of the invoice value shall be 110% of investment_____ insurance; additional risks;_____.)

14. 付款条件(Payment Terms):

14.1 信用证 (L/C) 支付方式(Letter of Credit)

买方应在货物装船时间前一个月通过_____银行开出以电传/电汇方式开立以卖方为抬头的不可撤销信用证, 卖方在货物装船启运后凭本合同交货单据条款第 24 条 A 款所列单据在开证银行议付贷款。上述信用证有效期将在装船后 15 天截止。(One month prior to the time of shipment the Buyer shall open with the Bank of _____an irrevocable Letter of Credit in favour of the Seller payable at the issuing bank against presentation of documents as stipulated under Clause 18. A. of SECTION II, the Terms of Delivery of this Contract after departure of the carrying vessel. The said Letter of Credit shall remain in force till the 15th day after shipment.)

14.2 托收 (D/P 或 D/A) 支付(Collection (D / P or D / A) paid)

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.)

货物发运后, 卖方出具以买方为付款人的承兑跟单汇票, 汇付款期限为 _____后_____, 按即期承兑交单 (D/A_____工作日) 方式, 通过卖方银行及_____银行, 经买方承兑后, 向买方转交单证, 买方按汇票期限到期支付货款。(After shipment, the Seller shall draw a sight bill of exchange, payable _____days after the Buyers delivers the documents through Sellers bank and _____Bank to the Buyer against acceptance(D/A _____days).The Buyer shall make the payment on date of the bill of exchange.)

14.3 汇付 (T/T 或 M/T) (Remittance (T / T or M / T))

买方在受到卖方依本合同第 23 条规定提交的海运单据后 7 个工作日内，以电汇/信汇方式支付货款。(The buyer by the seller under this contract, article 23 of the shipping documents submitted after the 7 working days, to telegraphic transfer / mail transfer to pay money.)

15. 商品名称、数量、品质、品牌以及货物详细技术要求由买卖双方以书面协议确定，在本合同附件清单中载明。清单附在本合同上作为合同附件。(Product name, quantity, quality, brands and goods from the seller and the buyer the detailed technical requirements established by written agreement, in the list set out in the annex of this contract. The list attached to this contract as a contract attachment)

16. 货物保质期：_____年 (Shelf life of goods: _____years)

17. 货物保修期：_____年，终身维护。如保修期内此批产品出现任何产品本身故障（使用不当及不可抗力因素除外），卖方接到通知 7 天内赶到现场解决。期间发生的任何费用（指维修、零配件及交通差旅费）均有卖方负责承担。卖方如未能遵守前述售后服务承诺，造成买方损失或影响买方工作，除赔偿买方损失外，还应该承担合同金额的 10% 违约金。对因产品质量原因造成的人身、财产损害，卖方承担全部法律责任和赔偿责任。(Goods warranty: _____years, Lifelong maintenance. If this batch of product during the warranty period the product itself any trouble (except for use of improper force majeure), the seller notified within 7 days to resolve the scene. Any costs incurred during the period (defined as maintenance, spare parts and transport for travel) are liable for the seller. If the seller fails to comply with the above service commitment, resulting in loss or impact the buyer the buyer work, in addition to compensation for damages from the buyer, the contract should also bear 10% of the amount of liquidated damages. Caused due to product quality, personal, property damage, the seller accept full legal responsibility and liability.)

18. 其它条件：除非经买方同意和接受，本合同其它一切有关事项均按第二部分交货条款之规定办理，该交货条款为本合同不可分的一部分，本合同如有任何附加条款将自动地优先执行附加条款，如附加条款与本合同条款有抵触，则以附加条款为准。(Other conditions: Unless agreed and accepted by the Buyer, all other relevant matters in this contract Junan second Bufen delivery terms which shall delivery contract terms based Bukenfendi part, if any additional terms of this contract automatically prevail Jiang implementation of additional provisions, such as additional terms in conflict with the terms of the contract, Zeyi additional clause.)

第二部分 Part II

19. FOB 条件 (For FOB Terms:)

19. 1. 本合同项下货物的装运舱位由买方或买方的运输代理人_____租订。(The shipping space for the contracted goods shall be booked by the Buyers or the Buyers'shipping agent booking agents _____.)

19. 2. 卖方应负责将所订货物在本合同第 (8) 条所规定的装船期内按买方所通知的任何日期装上买方所指定的船只。(The Sellers shall undertake to load the contracted goods on board the vessel nominated by the Buyers on any date notified by the Buyers, within the time of shipment stipulated in the Clause (8) of this Contract.)

19. 3. 货物装运日前 10-15 天，买方应以电报或电传通知卖方合同号、货物名称、卖方船名、预计装船日期、代理人的名称。以便卖方经与该船运代理人联系及安排货物的装运。卖方应将联系结果通过电报或电传及时报告买方。如买方因故需要变更船只或者船只比预先通知卖方的

日期提前或推迟到达装运港口，买方或其船运代理人应及时通知卖方。卖方亦应与买方的运输代理或买方保持密切联系。（10—15 days prior to the date of shipment,the Buyers shall inform the Sellers by cable if the contract number,name of vessel, ETA of vessel, quantity to be loaded and the name of shipping agent, so as to enable the latter to contact the shipping agent directly and arrange the shipment of the goods. The Sellers shall cable in time the Buyers of the result thereof. Should,for certain reasons,it become necessary for the Buyers to replace the named vessel with another one, or should the named vessel arrive at the port of shipment earlier or later than the date of arrival as previously notified to the Sellers, the Buyers or their shipping agent shall advise the Sellers to this effect in due time. The Sellers shall also keep close contact with the agent of Zhougzu.

19. 4. 如买方所订船只到达装运港后，卖方不能在买方所通知的装船时间内将货物装上船只或将货物交到吊杆之下，卖方应负担买方的一切费用和损失，如空舱费、滞期费及由此而引起的及/或遭受的买方的一切损失。（Should the Sellers fail to load the goods,within the time as notified by the Buyers, on board the vessel booked by the Buyers after its arrival at the port of shipment, all expenses such as dead freight, demurrage, etc.,and consequences thereof shall be borne by the Sellers）

19. 5. 如船只撤换或延期或退关等而未及时通知卖方停止交货，在装港发生的栈租及保险费损失的计算，应以代理通知之装船日期（如货物晚于代理通知之装船日期抵达装港，应以货物抵港日期）为准，在港口免费堆存期满后第十六天起由买方负担，人力不可抗拒的情况除外。上述费用均凭原始单据经买方核实后支付。但卖方仍应在装载货船到达装港后立即将货物装船，交负担费用及风险。前述各种有关费用均凭原始单据核实支付。（Should the vessel be withdraw or replaced or delayed eventually or the cargo be shut out,etc.,and the Sellers be not informed in good time to stop delivery of the cargo, the calculation of the loss for storage expenses and insurance premium thus sustained at the loading port should be based on the loading date notified by the agent to the Sellers(or based on the date of the arrival of the cargo at the loading port in case the cargo should arrive there later than the notified loading date).The above-mentioned loss to be calculated from the 16th day after expiry of the free storage time at the port should be borne by the Buyers with the exception of Force Majeure. However, the Sellers still undertaked to load the cargo immediately upon the carrying vessel's arrival at the loading port at their own risks and expenses. The payment of the afore-said expenses shall be effected against presentation of the original vouchers after being checked.）

20. C&F 条件（For C&F Terms:）

20. 1. 卖方在本合同第 8 条规定的时间之内应将货物装上由装运港到中国口岸的直达船。未经买方事先许可，不得转船。货物不得由悬挂中国港口当局所不能接受的国家旗帜的船装载。（Sellers in Article 8 of this contract within the time to be loaded and shipped to Hong Kong to China from the port of direct shipping. Without Buyer's prior permission of transshipment. Goods shall not be hoisted by the Port Authority can not accept the Chinese national flag vessels loading.）

20. 2. 卖方所租船只应适航和适货。卖方租船时应慎重和认真地选择承运人及船只。买方不接受非保赔协会成员的船只。（Seller charter should only be seaworthy and suitable goods. Sellers should be prudent and careful charter to select the carrier and ship. The buyer does not accept non-member protection and indemnity association vessel.）

20. 3. 卖方所租载货船只应在正常合理时间内驶达目的港。不得无故绕行或迟延。（The carrying vessel chartered by the Seller shall sail and arrive at the port of destination within the normal and reasonable period of time. Any unreasonable aviation or delay is not allowed.）

20. 4. 卖方所租载货船只船龄不得超过 15 年。对超过 15 年船龄的船只其超船龄额外保险费应由卖方负担。买方不接受船龄超过二十年的船只。(The age of the carrying vessel chartered by the Seller shall not exceed 15 years. In case her age exceeds 15 years, the extra average insurance premium thus incurred shall be borne by the Seller. Vessel over 20 years of age shall in no event be acceptable to the Buyer)

20. 5. 一次装运数量超过一千吨的货载或其它少于一千吨但买方指明的货载, 卖方应在装船日前至少 10 天用电传或电报通知买方合同号、商品名称、数量、船名、船龄、船籍、船只主要规范、预计装货日、预计到达目的港时间、船公司名称、电传和电报挂号。(For cargo lots over 1, 000 M/T each, or any other lots less than 1, 000 metric tons but identified by the Buyer, the Seller shall, at least 10 days prior to the date of shipment, inform the Buyer by telex or cable of the following information: the contract number, the name of commodity, quantity, the name of the carrying vessel, the age, nationality, and particulars of the carrying vessel, the expected date of loading, the expected time of arrival at the port of destination, the name, telex and cable address of the carrier.)

20. 6. 一次装运一千吨以上货载或其它少于一千吨但买方指明的货载, 其船长应在该船抵达目的港前 7 天和 24 小时分别用电传或电报通知买方预计抵港时间、合同号、商品名称及数量。(For cargo lots over 1, 000 M/T each, or any other lots less than 1, 000 metric tons but identified by the Buyer, the Master of the carrying vessel shall notify the Buyer respectively 7 (seven) days and 24 (twenty-four) hours prior to the arrival of the vessel at the port of destination, by telex or cable about its ETA (expected time of arrival), contract number, the name of commodity, and quantity.)

20. 7. 如果货物由班轮装运, 载货船只必须是_____船级社最高船级或船级协会条款规定的相同级别的船级, 船只状况应保持至提单有效期终了时止, 以装船日为准船龄不得超过 20 年。超过 20 年船龄的船只, 卖方应负担超船龄外保险费。买方绝不接受超过 25 年船龄的船只。(If goods are to be shipped per liner vessel under liner Bill of Lading, the carrying vessel must be classified as the highest _____ or equivalent class as per the Institute Classification Clause and shall be so maintained throughout the duration of the relevant Bill of Lading. Nevertheless, the maximum age of the vessel shall not exceed 20 years at the date of loading. The seller shall bear the average insurance premium for liner vessel older than 20 years. Under no circumstances shall the Buyer accept vessel over 25 years of age.)

20. 8. 对于散件货, 如果卖方未经买方事前同意而装入集装箱, 卖方应负责向买方支付赔偿金, 由双方在适当时间商定具体金额。(For break bulk cargoes, if goods are shipped in containers by the Seller without prior consent of the Buyer, a compensation of a certain amount to be agreed upon by both parties shall be payable to the Buyer by the Seller.)

20. 9. 卖方应和载运货物的船只保持密切联系, 并以最快的手段通知买方船只在途中发生的一切事故, 如因卖方未及时通知买方而造成买方的一切损失卖方应负责赔偿。(The Seller shall maintain close contact with the carrying vessel and shall notify the Buyer by fastest means of communication about any and all accidents that may occur while the carrying vessel is on route. The Seller shall assume full responsibility and shall compensate the Buyer for all losses incurred for its failure to give timely advice or notification to the Buyer.)

21. CIF 条件 (CIF Terms): 在 CIF 条件下, 除本合同第 15 条 C&F 条件适用之外卖方负责货物的保险, 但不允许有免赔率。(Under CIF terms, besides Clause 15 C&F Terms of this contract which shall be applied the Seller shall be responsible for covering the cargo with relevant insurance with irrespective percentage.)

22. 装船通知(Advice of Shipment):

货物装船完毕后 48 小时内, 卖方应即以电报或电传通知买方合同号、商品名称、所装重量(毛/净)或数量、发票价值、船名、装运口岸、开船日期及预计到达目的港时间。如因卖方未及时用电报或电传给买方以上述装船通知而使买方不能及时保险, 卖方负责赔偿买方由此而引起的一切损害及/或损失。(Within 48 hours immediately after completion of loading of goods on board the vessel the Seller shall advise the Buyer by cable or telex of the contract number, the name of goods, weight (net/gross) or quantity loaded, invoice value, name of vessel, port of loading, sailing date and expected time of arrival (ETA) at the port of destination. Should the Buyer be unable to arrange insurance in time owing to the Seller's failure to give the above mentioned advice of shipment by cable or telex, the Seller shall be held responsible for any and all damages and/or losses attributable to such failure.)

23. 装船单据 (Shipping Docume)

23. A. 卖方凭下列单据向付款银行议付货款 (The Seller shall present the following documents to the paying bank for negotiation of payment) :

23. A. 1. 填写通知目的口岸的_____运输公司的空白抬头、空白背书的全套已装运洋轮的清洁提单(如系 C&F/CIF 条款则注明“运费已付”, 如系 FOB/FAS 条款则注明“运费待收”)等全套运输单。(Full set of clean on board, “freight prepaid” for C&F/CIF Terms or “Freight to collect” for FOB/FAS Terms, Ocean Bills of Lading, made out to order and blank endorsed, notifying _____ at the port of destination.)

23. A. 2. 商业发票一式三份, 注明合同号、信用证号、商品名称、详细规格及装船唛头标记。(Commercial invoice in triplicate, indicating contract number, credit number, product name, detailed specifications and shipping marks)

23. A. 3. 装箱单及/或重量单一式三份, 注明每件货物的名称、规格型号、毛重、净重及尺码、体积。(Two copies of packing list and/or weight memo with indication of gross and net weight of each package and/or measurements volume)

23. A. 4. 由制造商及/或装运口岸的合格、独立的公证行签发的品质检验证书, 原产地证书及数量或重量证书各两份, 如果是信用证支付, 必须注明货物的全部规格与信用证规定相符。(Two copies each of the certificates of quality and quantity certificate of origin or weight issued by the manufacturer and/or a qualified independent surveyor at the loading port and must indicate full specifications of goods conforming to stipulations in Letter of Credit.)

23. A. 5. 本交货条件第 17 条规定的装船通知电报或电传副本一份。(One duplicate copy of the cable or telex advice of shipment as stipulated in Clause 17 of the Terms of Delivery.)

23. A. 6. 证明上述单据的副本已按合同要求寄出的书信一封。(A letter attesting that extra copies of abovementioned documents have been dispatched according to the Contract.)

23. A. 7. 运货船只的国籍已经买主批准的书信一封。(A letter attesting that the nationality of the carrying vessel has been approved by the Buyer.)

23. A. 8. 如系卖方保险需提供投保不少于发票价值 110%的一切险和战争险的保险单和保险凭证。(The relevant insurance policy covering, but not limited to at least 110% of the invoice value against all and war risks if the insurance is covered by the Buyer.)

23. A. 9. 卖方需提供 FORM A、机电设备类需提供 CE ROHS. (The seller must provide the FORM A, electromechanical equipment required to provide CE ROHS.)

23. B. 不接受影印、自动或电脑处理、或复印的任何正本单据, 除非这些单据印有清晰的“正本”字样, 并经发证单位授权的领导人手签证明。(Any original document (s) made by rephotographic system, automated or computerized system or carbon copies shall not be acceptable unless they are clearly marked as “ORIGINAL.” and certified with signatures in hand writing by authorised officers of the issuing company or corporation.)

23. C. 联运提单、迟期提单、简式提单不能接受。(Through Bill of Lading, Stale Bill of Lading, Short Form Bill of Lading, shall not be acceptable.)

23. D. 当付是信用证时, 受益人指定的第三者为装船者不能接受, 除非该第三者提单由装船者背书转受益人, 再由受赠人背书后方可接受。(Third Party appointed by the Beneficiary as shipper shall not be acceptable unless such Third Party Bill of Lading is made out to the order of shipper and endorsed to the Beneficiary and blank endorsed by the Beneficiary.)

23. E. 当付是信用证时, 信用证开立日期之前出具的单据不能接受。(Documents issued earlier than the opening date of Letter of Credit shall not be acceptable.)

23. F. 对于 C&F/CIF 货载, 不接受租船提单, 除非受益人提供租船合同、船长或大副收据、装船命令、货物配载图及或买方在信用证内所要求提供的其它单据副本各一份。(In the case of C&F/CIF shipments, Charter Party Bill of Lading shall not be acceptable unless Beneficiary provides one copy each of the Charter Party, Master's of Mate's receipt, shipping order and cargo or stowage plan and/or other documents called for in the Letter of Credit by the Buyer.)

23. G. 卖方须将提单、发票及装箱单各两份副本随船带交目的口岸的买方收货代理人 _____。(The seller shall dispatch, in care of the carrying vessel, two copies each of the duplicates of Bill of Lading. Invoice and Packing List to the Buyer's receiving agent, _____ at the port of destination.)

23. H. 载运货船启碇后, 卖方须立即航空邮寄全套单据副本一份给买方, 三份给目的口岸的对外贸易运输公司分公司。(Immediately after the departure of the carrying vessel, the Seller shall airmail one set of the duplicate documents to the Buyer and three sets of the same to _____Transportation Corporation at the port of destination.)

24. 卖方应负责赔偿买方因卖方失寄或迟寄上述单据而使买方遭受的一切损失。(The Seller shall assume full responsibility and be liable to the Buyer and shall compensate the Buyer for all losses arising from going astray of and/or the delay in the dispatch of the above mentioned documents.)

25. 中华人民共和国境外的银行费用由卖方负担。(Banking charges outside the People's Republic of China shall be for the Seller's account.)

26. 所订货物如用空运,则本合同有关海运的一切条款均按空运条款执行。(If the goods under this Contract are to be dispatched by air, all the terms and conditions of this Contract in connection with ocean transportation shall be governed by relevant air terms.)

27. 危险品说明书 凡属危险品及/或有毒,卖方必须提供其危险或有毒性能、运输、仓储和装卸注意事项以及防治、急救、消防方法的说明书,卖方应将此项说明书各三份随同其他装船单据航空邮寄给买方及目的口岸的_____运输公司。(Instruction leaflets on dangerous cargo: For dangerous and/or poisonous cargo, the Seller must provide instruction leaflets stating the hazardous or poisonous properties, transportation, storage and handling remarks, as well as precautionary and first-aid measures and measures against fire. The Seller shall airmail, together with other shipping documents, three copies each of the same to the Buyer and_____ Transportation Corporation at the port of destination.)

28. 检验和索赔 货物在目的口岸卸毕 60 天内(如果用集装箱装运则在开箱后 60 天)经中国进出口商品检验局复验,如发现品质、数量或重量以及其它任何方面与本合同规定不符,除属于保险公司或船行负责者外,买方有权凭上述检验局出具的检验证书向卖方提出退货或索赔。因退货或索赔引起的一切费用包括检验费、利息及损失均由卖方负担。在此情况下,凡货物适于抽样及寄送时如卖方要求,买方可将样品寄交卖方。(Inspection & claims: In case the quality, quantity or weight of the goods be found not in conformity with those as stipulated in this Contract upon re-inspection by the China Commodity Import and Export inspection Bureau within 60 days after completion of the discharge of the goods at the port of destination or, if goods are shipped in containers, 60 days after the opening of such containers, the Buyer shall have the right to request the Seller to take back the goods or lodge claims against the Seller for compensation for losses upon the strength of the Inspection Certificate issued by the said Bureau, with the exception of those claims for which the insurers or owners of the carrying vessel are liable, all expenses including but not limited to inspection fees, interest, losses arising from the return of the goods or claims shall be borne by the Seller. In such a case, the Buyer may, if so requested, send a sample of the goods in question to the Seller, provided that sampling and sending of such sample is feasible.)

29. 赔偿费 因“人力不可抗拒”而推迟或不能交货者除外,如果卖方不能交货或不能按合同规定的条件交货,卖方应负责向买方赔偿由此而引起的一切损失和遭受的损害,包括买价及/或买价的差价、空舱费、滞期费,以及由此而引起的直接或间接损失。买方有权撤销全部或部分合同,但并不妨碍买方向卖方提出索赔的权利。(Damages: With the exception of late delivery or non-delivery due to “Force Majeure” causes, if the Seller fails to make delivery of the goods in accordance with the terms and conditions, jointly or severally, of this Contract, the Seller shall be liable to the Buyer and indemnify the Buyer for all losses, damages, including but not limited to, purchase price and/or purchase price differentials, deadfreight, demurrage, and all consequential direct or indirect losses. The Buyer shall nevertheless have the right to cancel in part or in whole of the contract without prejudice to the Buyer's right to claim compensations.)

30. 赔偿例外 由于一般公认的“人力不可抗拒”原因而不能交货或延迟交货,卖方或买方都不负责任。但卖方应在事故发生后立即用电报或电传告买方并在事故发生后 15 天内航空邮寄买方灾害发生地点之有关政府机关或商会所出具的证明,证实灾害存在。如果上述“人力不可抗拒”继续存在 60 天以上,买方有权撤销合同的全部。(Force Majeure: Neither the Seller or the Buyer shall be held responsible for late delivery or non-delivery owing to generally recognized “Force

Majeure”causes. However in such a case, the Seller shall immediately advise by cable or telex the Buyer of the accident and airmail to the Buyer within 15 days after the accident, a certificate of the accident issued by the competent government authority or the chamber of commerce which is located at the place where the accident occurs as evidence thereof. If the said “Force Majeure” cause lasts over 60 days, the Buyer shall have the right to cancel the whole or the undelivered part of the order for the goods as stipulated in Contract.)

31. 仲裁 双方同意对一切因执行和解释本合同条款所发生的争议, 努力通过友好协商解决。在争议发生之日起一个合理的时间内, 最多不超过 30 天, 协商不能取得对买卖双方都满意的结果时, 如买方决定不向他认为合适的有管辖权的法院提出诉讼, 则该争议应提交仲裁。除双方另有协议, 仲裁应在中国北京举行, 并按中国国际贸易促进委员会对外贸易仲裁委员会所制订的仲裁规则和程序进行仲裁, 该仲裁为终局裁决, 对双方均有约束力。仲裁费用除非另有决定, 由败诉一方负担。(Arbitration: Both parties agree to attempt to resolve all disputes between the parties with respect to the application or interpretation of any term hereof of transaction hereunder, through amicable negotiation. If a dispute cannot be resolved in this manner to the satisfaction of the Seller and the Buyer within a reasonable period of time, maximum not exceeding 90 days after the date of the notification of such dispute, the case under dispute shall be submitted to arbitration if the Buyer should decide not to take the case to court at a place of jurisdiction that the Buyer may deem appropriate. Unless otherwise agreed upon by both parties, such arbitration shall be held in Beijing, and shall be governed by the rules and procedures of arbitration stipulated by the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade. The decision by such arbitration shall be accepted as final and binding upon both parties. The arbitration fees shall be borne by the losing party unless otherwise awarded.)

买 方 buyer	卖 方 seller
甲方 (章) signature or seal of party:	乙方 (章) Signature or seal of party B:
地址 address:	地址 address:
法定代表人 Legal representative:	法定代表人 Legal representative:
委托代理人 entrusted agent:	委托代理人 entrusted agent:
日期 date:	日期 date:
电话 telephone:	电话 telephone:
传真 fax:	传真 fax:
开户银行 bank of deposit:	开户银行 bank of deposit:
帐号 account number:	帐号 account number:
税号 Taxpayer identification number:	税号 Taxpayer identification number:
邮政编码 zip code:	邮政编码 zip code: