**PURCHASE CONTRACT**

**采购合同**

Contract No.合同编号：{ponum}

This Purchase Contract is concluded between the Parties:

本采购合同由如下双方签署：

**Buyer:** Abson China Ltd.

**买方：**麦稷桥国际贸易（上海）有限公司

**Address**: Room 1502-1503, 18th Taigu Road, Luneng Mansion

WaiGaoQiao Free Trade Zone, Shanghai China

**地址**：上海市外高桥保税区泰谷路18号鲁能大厦1502-1503室

**Tel/电话**：86-21-6176 1926

**Seller**: {seller}.

卖方：{sellerzh}

**Address**: {address}

**地址**：{addresszh}

**Tel/电话**：{tel}

{sellerAgency}

Both Parties confirm to deal the following products as per the terms and conditions under this purchase contract.

双方根据本采购合同条款采购如下产品。

1. **Products 采购产品**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Article No.  产品编号 | Description  明细 | Qty.(set)  数量（套） | Unit price (USD)  单价（美元） | Total Amount(USD)  总计（美元） |
| {#clients}{itemno} | {description} | {amount} | {price} | {money}{/clients} |
| TOTAL  总计 | FOB NINGBO : USD{totalmoney} | | | |

The Seller should provide quality certificate, inspection report and other related materials together with the Products upon the requirement of the Buyer.

卖方应根据买方要求随货提供产品质量保证书、检测报告、合格证等相关资料。

1. **Transportation Terms运输条款**

Delivery port: Ningbo, China

Destination port: {dest}

Forwarder: DSV

Latest date of shipment: {day}th {monthstr}., {year}

Packing: {packing}pcs/carton, use pallet finally

Shipping marks:

Abson A/S

Order no: {ponumstr}/ {order}/ {jworder}

Item no.: {itemno}

Product:{description}

Qty: {packing}pcs.

Gross weight:

Net weight:

Made in China

装运港：中国宁波

目的港: {destZh}

货运代理人：得斯威

最迟起运日期：{year}年{month}月{day}日

包装方式: {packing}个/箱，最后用托盘装

唛头： 如上

1. **Payment terms付款方式**
2. The Buyer should pay 100% of the contract price to the Seller in {during}days after goods on board

买方应于货物装船之后的{during}天向卖方支付合同总额的100%的货款。

1. The contract price is paid through bank wire transfer

付款采取银行电汇方式。

1. The Seller should issue and send Performa invoice to the Buyer in 3 days after receiving the purchase contract. The Products should be invoiced with the same currency as mentioned in this Contract. The contract number, shipment date, payment and delivery terms should be written at the invoice.

卖方应于收到本采购合同之后的三天内向卖方开具形式发票。对本合同项下的所有产品开具的发票应采用同一种货币。合同编号、装船日期、付款和运输条款必须显示在形式发票上。

1. **Quality Standard and Inspection质量标准和检验**
2. Before the shipment, the Buyer is entitled to launch an inspection according to the inspection manuals made by the Buyer and based on the quality standards agreed by both Parties. The results of this inspection only reveal the quality of the samples that inspected. The Seller can not refuse to take the liabilities for the quality problem of the Products on the excuse of passing the inspection.

产品发运之前，买方有权依据其制定的检验指南及双方约定的质量标准对产品进行检验。检验结果仅针对抽查的部分产品。卖方不得因通过了上述检验而拒绝对质量问题承担责任。

1. If the Products fail to pass the Buyer’s inspection, the Buyer is entitled to refuse to accept, demand repair, rework or take the Products with discount. The Seller should also pay for the travel costs of the inspectors of the Buyer, which is $ 150 for each inspection.

若产品未通过买方的检验，买方可拒收、要求卖方维修、重做或折价接收。同时买方有权要求卖方承担买方人员因检验而发生的差旅费，每次检验按150美元计算。

1. If the Parties have disputes with the quality of the Products, the Seller can designate an independent inspection institution to inspect again. If the result of this inspection conflicts with that of the Buyer’s inspection, the Parties will designate collectively a qualified inspection institution to do an inspection, the result of which will be regarded as judgment criterion in the quality of the Products.

若买卖双方对产品质量存在争议的，卖方可在收到买方检测报告的15日内自行委托第三方检验机构对产品质量进行检测。若该检测结果与买方的检测结果不同的，双方共同选择一家有资质的第三方检验机构进行检测，并以此次检测结果作为判断产品质量的依据。

1. The warranty period is 5 years, which begins from the date when the Products passing the Buyer’s inspection. Within the warranty period, the Seller should repair, exchange, rework the Products with defects and assume all the expenses arising from that.

产品质保期为5年，自产品经买方验收合格之日起算。质保期内，产品出现质量问题的，卖方应负责修理、更换、重做并承担因此发生的一切费用。

1. **Default违约责任**
2. If the Products are delivered after the latest date of shipment due to the reason of the Seller, the Seller should pay a penalty to the Buyer at rate of 5‰ of the total price of the Products per delayed day.

如因为卖方原因导致合同约定的交货期限推迟，卖方每逾期一日，向买方支付货款总额的5‰的违约金。

1. If delayed for more than 1 month, or the Seller refuses to deliver, the Buyer is entitled to terminate this Contract and Seller should pay 50% of total price of the Products the as penalty.

若延迟交货超过1个月的，或卖方拒绝交货的，买方有权解除本合同，同时卖方应向买方支付产品总价款的50%作为违约金。

1. The penalty can be directly deducted from the amount payable under this Contract.

违约金可在本合同项下的应付货款中直接扣除。

1. If the Products are proved to be defective by the Buyer after sent to end customer, the Seller should compensate all losses of the Buyer arising from that besides performance of its quality assurance obligations, which including but not limited to the Buyer’s lawyer’s fee, costs of litigation or arbitration, travel expenses etc. Any compensation, claimed by the end customer because of return or repair of the defective Products, should be paid by the Buyer in advance and reimbursed by the Seller within 15 days after the Seller’s receipt of the Buyer’s notice. The Seller should get back the returned Products at its costs.

若产品在送至最终客户后，买方发现产品存在任何不符合本合同约定的质量标准的，卖方除承担本合同项下的质保义务外，还需要赔偿因此给买方造成的全部损失，包括但不限于买方的律师费、诉讼或仲裁费、差旅费等。因产品不符合本合同约定的质量标准，导致最终客户退货或维修产品而向买方主张的赔偿，买方可先行支付后向卖方索赔，卖方应于收到买方通知后的15日内支付完毕，退货由卖方自付费用取回。

1. **Governing Laws and Disputes Resolutions适用法律和争议解决**
2. The laws of People’s Republic of China shall apply to the Contract.

本合同适用中华人民共和国的法律。

1. In case of any disputes arising from this Contract or in connection with this Contract, either Party can submit it to the court where the Buyer locates.

因本合同导致的或与本合同有关的争议，任一方可提交买方所在地法院解决。

1. **Miscellaneous其他**
2. This Contract comes into force upon the duly signature and stamp of both Parties. Any modification will only be effective upon the agreement of the Parties in writing.

本合同经双方签字盖章后生效。如需变更，双方应达成书面补充协议。

1. The Contract is made in English and Chinese. Both versions are binding. In case any discrepancy between the English version and the Chinese version, the Chinese one shall prevail.

本合同包括中英文两种版本，均具有法律效力。若两种版本存在任何差异的，以中文为准。

1. This Contract is made in duplicate; each Party holds one with same legal effect.

本合同一式两份，双方各执一份，具有同等法律效力。

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| --- | --- |
| **Buyer:** Abson China Ltd.  **买方：**麦稷桥国际贸易（上海）有限公司  （Stamp盖章） | **Seller:** {seller}  **卖方：**{sellerzh}  （Stamp盖章） |
| Authorized Representative  委托代理人  （Signature签字） | Authorized Representative  委托代理人  （Signature签字） |
| Date日期：{nowyear}年{nowmonth}月{nowday}日 | Date日期：{nowyear}年{nowmonth}月{nowday}日 |