**合 同**

**CONTRACT**

编号 NO：«$tradeContract.externalNo»

日期 DATE: «$tradeContract.signDate»

签约地SIGNED AT: XIAMEN CHINA

**买方: «$tradeContract.company»**

**BUYER: «$tradeContract.companyEn»**

地址:«$tradeContract.companyAddress» 邮编: «$tradeContract.companyPostal»

ADDRESS: 14TH FL., GUOMAO BUILDING, HUBIN SOUTH ROAD, XIAMEN, CHINA, 361004

电话TEL:«$tradeContract.companyTel» 传真FAX:«$tradeContract.companyFax»

**卖方: SELLER:** **«$tradeContract.customer»**

**ADDRESS: «$tradeContract.customerAddress»**

**TEL: «$tradeContract.customerTel» Fax : «$tradeContract.customerFax»**

买方与卖方订立本合同,根据本合同规定的条款,买方同意购买,卖方同意出售下述商品:

THIS CONTRACT IS MADE BY AND BETWEEN THE SELLERS AND THE BUYERS, WHEREBY THE BUYERS AGREE TO BUY AND THE SELLERS AGREE TO SELL THE UNDER-MENTIONED COMMODITY ACCORDING TO THE TERMS AND CONDITIONS STIPULATED BELOW:

1. 货名及型号 COMMODITY AND MODEL:

EUROPEAN WASTE PAPER OCC A5 (95/5)

AS PER EUROPEAN STANDARD CEPAC

GLASS AND CHEMICAL GOODS ARE NOT TO BE IN IT

PROHIBITIVE MATERIALS MAY NOT EXCEED 1%; MOISTURE STANDARD<12%; TOTAL OUTTHROWS MAY NOT EXCEED 5%

2.

|  |  |  |
| --- | --- | --- |
| DESCRIPTION OF GOODS | UNIT PRICE («$tradeContract.pruchaseTradingTerms», «$tradeContract.purchaseCurrency» WITH D-THC) | QUANTITY (MT) |
| «@before-row#foreach($item in $tradeContr»«$item.article»«@after-row#end» | «$item.purchaseUnitPrice» | «$item.quantity» |

3. 总值TOTAL VALUE:«$tradeContract.purchaseCurrency»«$numberTool.format('#,##0.00', $tradeCon» «$tradeContract.pruchaseTradingTerms»

SAY «$tradeContract.purchaseAmtInEnWords».

4. 原产国 COUNTRY OF ORIGIN: 30% FROM FRANCE/70% FROM ITALY

5. 装运期限 TIME OF SHIPMENT:不迟于«$!date.format('yyyy年MM月dd日',$!tradeContr». Not later than «$!date.format('yyyy年MM月dd日',$!tradeContr».（预算合同基本数据）

6. 装运口岸及到货口岸:从欧洲主港到厦门海沧港 转船允许 分批装运允许

PORT OF SHIPMENT AND DESTINATION: FROM MAIN PORTS OF EUROPE TO HAICANG PORT,XIAMEN,CHINA

TRANSSHIPMENT ALLOWED PARTIAL SHIPMENTS ALLOWED

7. 溢短装条款 MORE OR LESS TERMS: 允许数量和金额10%的溢短装。

WITH 10% MORE OR LESS BOTH IN AMOUNT & QUANTITY ALLOWED AS PER CONTRACT PRICE AT THE SELLER’S OPTION.

8. 包装 PACKING:IN STANDARD EXPORT PACKING SHIPPED IN CONTAINERS, PACKING LIST/WEIGHT MEMO SHALL BE INDICATED QUALITY AND WEIGHT OF EACH CONTAINER.

9. 保险 INSURANCE：由卖方承担，按发票金额的110%投保I.C.C(A)险。TO BE EFFECTED BY THE SELLERS FOR 110% OF INVOICE VALUE AGAINST I.C.C(A).

10. 付款条件TERMS OF PAYMENT:

信用证付款: 买方在合同签订后5个工作日内开立100%发票金额以卖方为受益人的不可撤销的90天远期信用证，凭第13条规定的单据在提单日后21天内议付有效，并于提单日后21天在议付行到期。

PAYMENT BY L/C:THE BUYERS SHALL ESTABLISH AN IRREVOCABLE L/C 90 DAYS AFTER B/L DATE FOR 100% INVOICE VALUE IN FAVOUR OF THE SELLER WITHIN 5 WORKING DAYS AFTER SIGNING THE CONTRACT，AVAILABLE BY THE DOCUMENTS AS STIPULATED IN CLAUSE 13 HEREOF AND VALID FOR NEGOTIATION WITHIN 21 DAYS FROM B/L DATE. AND EXPIRE 21 DAYS AFTER B/L DATE AT THE COUNTER OF THE NEGOTIATION BANK.

11．还箱期FREE TIME：卖方提供至少14天的免箱期，卖方必须安排CMA、MSC、NYK、“K”-LINE、MOL、MAERSK 、HANJIN、YANGMING、APL海运公司来装载货物。

THE SELLER SHOULD CONFIRM AT LEAST FOURTEEN DAYS OF FREE TIME DETENTION FOR THE CONTAINERS AT XIAMEN PORT AND SHOULD ARRANGE CMA OR MSC OR NYK OR “K”-LINE OR MOL OR MAERSK OR HANJIN OR YANGMING OR APL SHIPPING LINE FOR SHIPPING THE GOODS.

12．质量标准：按照中华人民共和国国家环境保护控制标准

QUALITY STANDARD AS PER THE STANDARDS OF GB ENVIRONMENTAL PROTECTION CONTROL STANDARD

13. 单据 DOCUMENTS:

(1)3/3套可议付洁净已装运海运船东提单，凭申请人抬头，注明“运费已付”并通知开证申请人。提单日期不能早于合同日期。

(2)发票3份正本和3份副本，注明合同号、信用证号。

(3)装箱单3份正本和3份副本，注明合同号、信用证号码。

(4)由受益人签发的数量证书2份，注明合同号、信用证号。

(5)由C.C.I.C签发的标明柜号、封签号的检验证书。

（6）由受益人签发的非木质包装证明的正本。

（7）保险单两份正本，空白背书，按发票金额110%投保I.C.C(A)险，包含海运险，在中国可索赔的，并在保险单上注明在目的港代理机构的名字和地址。

（8）货物装船后10天内，卖方应传真给买方装运通知真实副本一份，注明合同号、信用证号、货名、数量、毛重、净重、发票金额、船名、提单号、装运港、 装运日、预计到达日及船代理的资料。

(1)3/3 SET CLEAN ON BOARD OCEAN BILLS OF LADING,ISSUED AND SIGNED BY CARRIER OR SIGNED BY HIS AGENT, MADE OUT TO APPLICANT, MARKED "FREIGHT PREPAID” AND NOTIFY THE APPLICANT. B/L ISSUING DATE EARLIER THAN CONTRACT DATE UNACCEPTABLE.

(2) INVOICE IN 3 ORIGINALS AND 3 COPIES INDICATING CONTRACT NO. & L/C NO.

(3) PACKING LIST IN 3 ORIGINAL AND 3 COPIES INDICATING CONTRACT NO.，& L/C NO.

(4) CERTIFICATE OF QUANTITY IN 2 COPIES ISSUED BY BENEFICIARY INDICATING CONTRACT NO.& L/C NO.

(5) INSPECTION CERTIFICATE INDICATING CONTAINER NO.AND SEAL NO. ISSUED BY C.C.I.C

(6) CERTIFICATE OF NON-WOODEN PACKING MATERIAL IN ORIGINAL ISSUED BY BENEFICIARY。

（7）INSURANCE POLICY/CERTIFICATE IN DUPLICATE BLANK ENDORSED FOR 110PCT OF THE INVOICE VALUE COVERING OCEAN MARINE RISK AS PER INSTITUTE CARGO CLAUSES“A” PAYABLE AT CHINA IN CURRENCY OF DRAFT AND INDICATING THE NAME AND ADDRESS OF INSURANCE’S AGENCY IN DESTINATION.

(8) BENEFICIARY'S TRUE COPY OF FAX TO THE BUYERS WITHIN 10 DAYS AFTER B/L DATE ADVISING SHIPMENT DETAILS INCLUDING: CONTRACT NO., L/C NO.,NAME OF THE GOODS, QUANTITY, GROSS & NET WEIGHT, INVOICE VALUE, VESSELS NAME, B/L NO.,PORT OF LOADING,SHIPMENT DATE, ETA AND DETAILS OF THE SHIPPING AGENT.

14．货物的交付、验收和索赔DELIVERY/INSPECTION AND CLAIMS:

(1) 卖方应在合同约定的装船期负责将货物装船，并依本合同约定转移货物的所有权。

(2) 货物到达口岸后, 买方保留复检权, 并以目的港中国出入境检验检疫局出具的证书为最后依据, 如发现到货的质量和/或数量/重量与合同不符, 除应由保险公司或船运公司负责外,买方有权于货物到达目的港卸货完毕后30天内凭中国出入境检验检疫局出具之检验证书拒收货物及/或向卖方索赔。

(3) 卖方在买方提出索赔后二十天未予答复,应视为同意买方提出的一切索赔。

(1) THE SELLERS SHOULD EFFECT SHIPMENT AS PER STIPULATED SHIPMENT TIME，AND TRANSFER THE PROPERTY OF THE GOODS AS PER THIS CONTRACTS.

(2) WITHIN 30 DAYS AFTER HAVING DISCHARGED THE GOODS AT THE PORT OF DESTINATION, SHOULD THE QUALITY OR QUANTITY/WEIGHT OR BOTH, BE FOUND NOT IN CONFORMITY WITH THE STIPULATIONS OF THE CONTRACT, EXCEPT THOSE FOR WHICH THE INSURANCE COMPANY OR THE SHIPPING COMPANY IS LIABLE, THE BUYERS SHALL RESERVE THE RIGHT TO REJECT THE GOODS AND/OR TO CLAIM AGAINST THE SELLERS FOR COMPENSATION ON THE STRENGTH OF THE INSPECTION CERTIFICATE ISSUED BY THE ENTRY-EXIT INSPECTION AND QUARANTINE OF THE PEOPLE’S REPUBLIC OF CHINA(HEREINAFTER REFER TO “CIQ”) AT THE PORT OF DESTINATION. THE CERTIFICATES SHALL BE TAKEN AS FINAL.

(1)THE CLAIMS SHALL BE REGARDED AS ACCEPTED IF THE SELLERS FAIL TO REPLY WITHIN 20 DAYS AFTER THE BUYERS LODGE THE CLAIMS.

15．索赔解决办法 SETTLEMENT OF CLAIMS:

如货物不符合合同规定应由卖方负责者，卖方在取得买方同意后，应考虑按下列方式理赔:

(1) 同意买方退货, 并将退货金额以成交原币偿还买方, 并负担因退货而发生的一切损失和费用,包括利息、银行费用、运费、商检费、仓租、码头装卸费等以及为保管退货而发生的一切其它必要费用。

(2) 按照货物的瑕疵程度，损坏的范围和买方所遭受额损失，将货物贬值。

(3) 调换有瑕疵的货物。换货必须全新并符合本合同规定的规格、质量和性能。卖方并负担因此而产生的一切费用和买方遭受的一切直接损失。对换货的质量，卖方仍应给予相同的质量保证期。

(4) 因卖方违约造成的损失, 由卖方直接赔偿.

THE CLAIMS SHALL BE SETTLED IN THE FOLLOWING WAYS (INCLUDED BUT NOT LIMITED):

(1)AGREE TO THE REJECTION OF THE GOODS AND REFUND TO THE BUYERS THE VALUE OF THE GOODS SO REJECTED IN THE SAME CURRENCY AS CONTRACTED HEREIN, AND TO BEAR ALL LOSSES AND EXPENSES IN CONNECTION THEREWITH INCLUDING INTEREST OCCURED, BANKING CHARGES, FREIGHT, INSURANCE PREMIUM, INSPECTION CHARGES, STORAGE, STEVEDORE CHARGES, ETC AND ANY OTHER NECESSARY EXPENSES REQUIRED FOR THE CUSTODY AND PROTECTION OF THE REJECTED GOODS.

(2) DEVALUATE THE GOODS ACCORDING TO THE DEGREE OF INFERIORITY, EXTENT OF DAMAGE AND AMOUNT OF LOSSES SUSTAINED BY THE BUYERS.

(3)REPLACE THE DEFECTIVE GOODS WITH NEW ONES WHICH CONFORM TO THE SPECIFICATIONS，QUALITY AND PERFORMANCE AS STIPULATED IN THIS CONTRACT，AND BEAR ALL EXPENSES INCURRED TO AND DIRECT LOSSES SUSTAINED BY THE BUYERS.THE SELLERS SHALL，AT THE SAME TIME，GUARANTEE THE QUALITY OF THE REPLACEMENT GOODS FOR A FURTHER PERIOD OF GUATANTEE.

(4)ANY LOSSES, DUE TO THE SELLERS' BREACH OF THE CONTRACT, SHOULD BE COMPENSATED DIRECTLY BY THE SELLERS.

16．不可抗力FORCE MAJEURE:

由于严重的水灾、火灾、风灾、雪灾、地震、战争行为和政府对进出口的限制等不可抗力事件，致使任何一方不能履行合约时, 遇有事故的一方应立即将事件情况用电报通知对方, 并应在15天内将详情及发生地政府主管机关出具的影响合同履行情况的证明文件用空邮寄交对方, 对方对由此而产生的损失不得提出赔偿要求, 但遇有事件的一方仍有责任在与对方协商同意后根据实际受影响时间,延期履约.延期超过2个星期时, 对方有权撤销本合同。

ANY PARTY OF THE CONTRACT WHO FAILS TO EXECUTE THE CONTRACT DUE TO FORCE MAJEURE CCIDENTS, SUCH AS FLOOD, FIRE, STORM, SNOW DISASTERS, EARTHQUAKE, WAR AND GOVERNMENTAL RESTRICTIONS ON IMP/EXP ETC. SHALL CABLE IMMEDIATELY THE OTHER PARTY OF SUCH OCCURRENCE AND WITHIN 15 DAYS THEREAFTER, SHALL SEND BY AIRMAIL THE DETAILED INFORMATION OF THE ACCIDENT AND A CERTIFICATE ISSUED BY THE COMPETENT GOVERNMENT AUTHORITIES OF THE PLACE WHERE THE ACCIDENT OCCURS.THE OTHER PARTY SHALL NOT CLAIM ANY PENALTY FOR THE LOSSES SUFFERED THEREFROM, BUT THE PARTY WHO ENCOUNTERS THE ACCIDENT SHALL STILL BE LIABLE TO EXECUTE THE CONTRACT ACCORDING TO THE ACTUAL TIME OF EFFECTING THE EXECUTION OF THE CONTRACT AS AGREED UPON BY BOTH PARTIES.IN CASE THE ACCIDENT LASTS FOR MORE THAN 2 WEEKS, THE OTHER PARTY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT.

17．争议解决 SETTLEMENT OF DISPUTES:

凡有关本合同或执行本合同而发生的一切争议, 应通过友好协商解决, 如不能解决时, 则任何一方有权申请并由厦门仲裁委员会按其仲裁规则在厦门进行仲裁解决, 其裁决是终局的, 对双方均有约束力.

ALL DISPUTES IN CONNECTION WITH THIS CONTRACT OR THE EXECUTION THEREOF SHALL BE SETTLED THROUGH FRIENDLY NEGOTIATIONS. IN CASE NO SETTLEMENT CAN BE REACHED THROUGH NEGOTIATIONS, BOTH PARTIES SHALL HAVE THE RIGHT TO APPLY TO XIAMEN ARBITRATION COMMISSION FOR ARBITRATION IN XIAMEN,CHINA IN ACCORDANCE WITH ITS ARBITRATION RULES. THE AWARD MADE BY THE ARBITRATION COMMISSION SHALL BE TAKEN AS FINAL, AND BINDING UPON BOTH PARTIES.

18．附注 REMARKS:

（1）本合同以中英文书就。两种文字具有同等效力,如有争议,以中文版本为准。本合同以卖方签字或盖章买方传真确认之日起生效。

（2）本合同受中国法律制约。

（1）THIS CONTRACT SHALL BE WRITTEN IN CHINESE AND ENGLISH. BOTH LANGUAGES ARE EQUIVALENTLY VALID. IF ANY DISPUTE, THE CHINESE COPY SHALL BE FINAL THIS CONTRACT, WHICH HAVE TWO ORIGINALS, ONE FOR EACH PARTY, SHALL COME INTO EFFECT FROM DATE WHEN THE CONTRACT IS SIGNED OR STAMPED BY THE SELLERS BY FAX AND STAMPED BY THE BUYERS.

（2）THIS CONTRACT IS SUBJECT TO THE LAW OF THE PEOPLE'S REPUBLIC OF CHINA.

卖方: 买方:

THE SELLER THE BUYER