**CONTRACT**

合同编号（Contract No.）：${poNo}

买方：廊坊京东冠马贸易有限公司

LangfangJingdongGuanma Commerce Corporation Limited

Add：河北省廊坊市经济技术开发区祥云道6号

No.6, Xiangyun Street, Langfang Economic and Technological Development Zone, Hebei province

**卖方：${ merchantName }**

**${merchantEnName}**

**ADD：${** **merchantAddr }**

**${** **merchantEnAddr }**

**买卖双方同意按照下列条款签订本合同：**

The Seller and the Buyer agree to enter this Contract based on the terms and conditions stated below：

1.货物名称及数量见合同附件一（Nameand Quality of Commodity, refer to AnnexI）

1. 总数量（Quantity）：${totalNum}
2. 总值（Total Amount）：${totalAmount}
3. 交货条件（Terms of Delivery）：${payRules}
4. 贸易国别（Countries of Trading ）：中国香港

6. 原产地国与制造商 （Country of Origin and Manufacturers）：**${country}**

|  |  |  |
| --- | --- | --- |
| ${itemList}品牌名称 Brand Name | 原产地 Country of Origin | 制造商 Manufacturer |
| [brandName] | [countryName] | [manufacturer] |

7. 包装及标准（Packing Standard）：货物应具有防潮、防锈蚀、防震并适合于远洋运输的包装，由于货物包装不良而造成的货物残损、灭失应由卖方负责。卖方应在每个包装箱上用不褪色的颜色标明尺码、包装箱号码、毛重、净重及“此端向上”、“防潮”、“小心轻放”等标记。

The packing of the goods shall be preventive from dampness, rust, moisture, erosion and shock, and shall be suitable for ocean transportation / multiple transportation. The Seller shall be liable for any damage and loss of the goods attributable to inadequate or improper packing. The measurement, gross weight, net weight and the cautions such as “Do not stack upside down”, “Keep away from moisture”, “Handle with care” shall be stenciled on the surface of each package with fadeless pigment.

8. 运期限（Time of Shipment）： ${new java.text.SimpleDateFormat('yyyy年MM月dd日').format(orderDate)}

9. 装运口岸（Port of Loading）：

10. 目的口岸（Port of Destination）：

11.付款条件（Terms of Payment）：

双方签署合同后,买方预付%定金，发货前付清剩余%余款。

% deposit in advance after the contract is signed, the rest % completely paid before the delivery.

12. 装运条款（Terms of Shipment）：

卖方应在合同规定的装运日期前天，以＿＿方式通知买方合同号、品名、数量、金额、包装件、毛重、尺码及装运港可装日期，以便买方安排租船/订舱。

The Seller shall advise the Buyer by \_call\_ , within 5 days prior to the shipment date specified in the Contract, on the Contract Number, commodity, quantity, amount, number of packages, gross weight, measurement and the date of shipment in order for the Buyer to charter a vessel/book shipping space.

13. 装运通知（Shipping Advice）：

一俟装载完毕，卖方应在＿小时内以＿＿方式通知买方合同编号、品名、已发运数量、发票总金额、毛重、船名/车/机号及启程日期等。

The Seller shall, immediately upon the completion of the loading of the goods, advise the Buyer on the Contract No., names of commodity, loading quantity, invoice values, gross weight, name of vessel and shipment date by\_\_\_\_\_ within\_\_\_\_hours.

14. 质量保证（Quality Guarantee）：

货物品质规格必须符合本合同及质量保证书之规定，品质保证期为货到目的港6个月内。在保证期限内，因制造厂商在设计制造过程中的缺陷造成的货物损害应由卖方负责赔偿。

The Seller shall guarantee that the commodity must be in conformity with the quality, specifications and quantity specified in this Contract and Letter of Quality Guarantee. The guarantee period shall be\_\_\_6\_\_months after the arrival of the goods at the port of destination， and during the period the Seller shall be responsible for the damage due to defects in designing and manufacturing of the manufacturer.

15. 检验（Inspection）（以下两项任选一项）：

发货前，制造厂应对货物的质量、规格、性能和数量/重量作精密全面的检验，出具检验证明书，并说明检验的技术数据和结论。货到目的港后，买方将申请中国商品检验局（以下简称商检局）对货物的规格和数量/重量进行检验，如发现货物残损或规格、数量与合同规定不符，除保险公司或轮船公司的责任外，买方得在货物到达目的港后＿45＿日内凭商检局出具的检验证书向卖方索赔或拒收该货。在保证期内，如货物由于设计或制造上的缺陷而发生损坏或品质和性能与合同规定不符时，买方将委托中国商检局进行检验。

The manufacturers shall, before delivery, make a precise and comprehensive inspection of the goods with regard to its quality, specifications, performance and quantity/weight, and issue inspection certificates certifying the technical data and conclusion of the inspection. After arrival of the goods at the port of destination, the Buyer shall apply to China Commodity Inspection Bureau（hereinafter referred to as CCIB）for a further inspection as to the specifications and quantity/weight of the goods. If damages of the goods are found, or the specifications and/or quantity are not in conformity with the stipulations in this Contract,

except when the responsibilities lies with the Insurance Company or the Shipping Company, the Buyer shall, within \_30\_ days after arrival of the goods at the port of destination, claim against the Seller, or reject the goods according to the inspection certificate issued by CCIB. In case of damage of the goods incurred due to design or manufacture defects and/or in case the quality and performance are not in conformity with the Contract, the Buyer shall, during the guarantee period, request CCIB to make a survey.

16. 索赔（Claim）：买方凭其委托的检验机构出具的检验证明书向卖方提出索赔（包括换货），由此引起的全部费用应由卖方负担。若卖方收到上述索赔后\_\_7\_\_\_天未予答复，则认为卖方已接受买方索赔。

The buyer shall make a claim against the Seller （including replacement of the goods） by the further inspection certificate and all the expenses incurred therefrom shall be borne by the Seller. The claims mentioned above shall be regarded as being accepted if the Seller fails to reply within \_\_7\_\_\_days after the Seller receives the Buyer‘s claim.

17. 不可抗力（Force Majeure）：

凡在制造或装船运输过程中，因不可抗力致使卖方不能或推迟交货时，卖方不负责任。在发生上述情况时，卖方应立即通知买方，并在＿3＿天内，给买方特快专递一份由当地民间商会签发的事故证明书。在此情况下，卖方仍有责任采取一切必要措施加快交货。如事故延续＿3＿天以上，买方有权撤销合同。

The Seller shall not be responsible for the delay of shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within\_\_3\_\_ days thereafter the Seller shall send a notice by courier to the Buyer for their acceptance of a certificate of the accident issued by the local chamber of commerce under whose jurisdiction the accident occurs as evidence thereof. Under such circumstances the Seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than \_3\_ days the Buyer shall have the right to cancel the Contract.

18. 争议的解决（Arbitration）：

凡因本合同引起的或与本合同有关的任何争议应协商解决。若协商不成，应提交中国国际经济贸易仲裁委员会北京分会，按照申请时该会当时施行的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

Any dispute arising from or in connection with the Contract shall be settled through friendly negotiation. In case no settlement is reached, the dispute shall be submitted to China International Economic and Trade Arbitration Commission （CIETAC）Beijing Commission, for arbitration in accordance with its rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

19. 通知（Notices）：所有通知用＿英＿文写成，并按照如下地址用传真/电子邮件/快件送达给各方。如果地址有变更，一方应在变更后＿2＿日内书面通知另一方。

All notice shall be written in \_English\_\_\_\_ and served to both parties by fax/courier according to the following addresses. If any changes of the addresses occur, one party shall inform the other party of the change of address within \_2\_days after the change.

20.本合同使用的FOB、CFR、CIF术语系根据国际商会《2000年国际贸易术语解释通则》。The terms FOB、CFR、CIF in the Contract are based on INCOTERMS 2000 of the International Chamber of Commerce.

21. 附加条款（Additional clause）：本合同上述条款与本附加条款抵触时，以本附加条款为准。Conflicts between Contract clause hereabove and this additional clause， if any， it is subject to this additional clause.

22. 本合同用中英文两种文字写成，两种文字具有同等效力。本合同共＿2＿份，自双方代表签字（盖章）之日起生效。

This Contract is executed in two counterparts each in Chinese and English, each of which shall deemed equally authentic. This Contract is in \_\_2\_\_\_ copies, effective since being signed/sealed by both parties.

卖方代表（签字）：\_\_\_\_\_\_\_\_\_\_\_\_买方代表（签字）：\_\_\_\_\_\_\_\_\_\_\_\_

Representative of the SellerRepresentative of the Buyer

（Authorized signature）：\_\_\_\_\_\_\_\_（Authorized signature）：\_\_\_\_\_\_\_\_\_