# 中英服务合同范本(实用17篇)

来源：网络 作者：天地有情 更新时间：2023-12-27

*中英服务合同范本1以下是合同圈为大家整理的关于《技术咨询服务协议》，供大家学习参考！合同号：本协议由地址：电话：和 乙方：地址：电话： 传真： 邮编：共同签订。甲、乙双方就乙方向甲方提供技术服务的各项事宜，依照\*\*\*\*\*\*\*相关法律法规及工...*

**中英服务合同范本1**

以下是合同圈为大家整理的关于《技术咨询服务协议》，供大家学习参考！

合同号：本协议由地址：电话：和 乙方：地址：电话： 传真： 邮编：共同签订。甲、乙双方就乙方向甲方提供技术服务的各项事宜，依照\*\*\*\*\*\*\*相关法律法规及工作规范，本着\*等互利的原则，签订协议如下：一、工作内容乙方按本协议为甲方提供技术服务，在甲方的配合下，指导甲方完成相关文件的编写，人员的培训，指导甲方………………….二、服务范围1 服务费用： 万 仟 佰 拾 元（￥ . 元）2 付款方式：甲方应于 年 月 日前一次性支付给乙方。四、双方的责任和\*\*1、 乙方承担的咨询服务包括与上述服务相关的所有工作；2、 乙方负责指导甲方服务过程所需资料收集以及提供适当的培训；3、 乙方派出的技术服务人员应严格执行国家有关法律和工作纪律，甲方若在接受服务过程中对其工作不满意，可向乙方提出投诉或异议，乙方将酌情调整；4、 乙方技术服务人员负责拟订咨询工作计划，并须告之甲方，服务工作计划执行过程中的任何调整应及时以书面形式通知对方。收到通知的一方如在三日内无书面异议，视为认可；5、 乙方对甲方工作而涉及的商业秘密承担保密责任；6、 甲方提供乙方技术服务人员在服务期间的交通、食宿条件及相关资源； 甲方： 传真： 邮编： 三、服务费用及支付方式7、 甲方应指定专人作为联络员配合乙方技术服务人员的工作。五、违约责任1、 甲乙双方任何一方违反本合同或擅自提前终止本合同均应承担违约责任；2、 违约方除承担本合同规定的全部咨询服务费外，还应支付给守约方违约（按合同金额的25%）以弥补给其造成的损失；3、 违约方必须明确责任后一个月内结清所有违约费用，否则，每月按总金额的%交付\*\*金。六、争议解决法律适用1、 本合同受\*\*\*\*\*\*\*法律约束，有关本合同的效力、解释和履行过程中的一切纠纷均由甲方所在地的\*\*\*\*\*\*\*\*\*管辖处理；2、 双方所达成的任何其它一致均构成本合同不可或缺的一部分，与本合同具有同等的法律效力，其中若有冲突之处，以最后达成的为准。七、合同文本、文字及生效1 本协议自双方\*\*签字并加盖公章之后生效；2 本协议一式贰份，双各方执壹份。甲方\*\*签名（盖章） 乙方\*\*签名（盖章）年 月 日 年 月 日

——中英文材料翻译合同 (菁华2篇)

**中英服务合同范本2**

Contract No. 合同号: \_\_\_

THIS SERVICE CONTRACT (“Contract”) is made on the \_\_th day of \_\_\_\_.

本服务合同（以下简称“合同”）由下述双方\_\_\_\_年\_\_\_月\_\_\_日签署：

BETWEEN

Party A （Client） 甲方 （客户）

And

Party B ( Supplier of Service) 乙方 （服务方）

WHEREAS, Party A may from time to time demand business service from Party B in Hong Kong

and Mainland China; and Party B has the resources and capability to provide such services;

鉴于甲方根据自己的需要，委托乙方在\*\*\*\*和\*\*\*\*区域提供商务服务且乙方具备提供相关服务的能力与资源；

NOW THEREFORE, in consideration of the foregoing of mutual covenants and conditions herein

contained, the parties hereto agree as follows.

因此，双方兹以上述契约与条件为约因，约定如下：

Article 1: Services第一条：服务内容

1. Administration Support - hotel reservation, transportation arrangement, air ticket booking,

schedule arrangement, counsel etc.

行政\*\*：酒店预订、车辆安排、机票预订、行程安排、咨询服务等

2. Verbal translation service during business trip in Hong Kong or Mainland China (Chinese -

English, Chinese – Hungarian）.

口译：根据需要在商务考察（\*\*\*\*或\*\*地区）行程中提供中英、中匈翻译。

3. Written translation service, incl. commercial documents and related product information

(Chinese – English, English - Chinese)

笔译：商务信函、文件及产品相关信息的中英、英中翻译

4. Local market research and report市场\*\*与报告

5. Sourcing support, incl. sample collection and delivery

寻找供货商/货源并按照甲方要求收集、交付样品

6. Purchasing Support (if Party B receives the formal order from Party A) - production status track & update, quality inspection & acceptance, storage and shipping arrangement (incl. document preparation, custom clearance and other necessary support for both sea and air shipment.) A sales contract shall be entered between the Parties for such purchasing support and the sales contract shall prevail in case of any discrepancy.

采购\*\*（如乙方收到甲方的正式订单）跟踪并更新生产状况、验货、仓储以及发货安排

（包括海运或空运的相关档准备、清关服务及其它\*\*）。针对采购\*\*服务，双方需另行

签订销售合同，且如有差异，以销售合同为准。

Article 2: Service Rates & Adjustment 第二条：费率及调整

Party B shall charge for its services stipulated as above and the rates listed in Party B’s formal

quotation shall apply.

乙方将按照其单独报价单中的费率标准向甲方收取上述相关服务的费用。

Party B shall issue invoice to Party A according to the quotation confirmed by Party A. Party A

shall pay the amount indicated in the invoice before receiving service from Party B.

乙方应按照甲方确认的报价金额向甲方开具\*\*，甲方应在乙方执行服务前依照\*\*金额全额支付服务费。

Article 3: Confidentiality 第三条：保密

In performance of the services under this contract, Party B may receive proprietary and confidential information from Party A. All such information shall be safeguarded and not be disclosed to third parties without approval by Party A.

本协议有效期内，甲方可能向乙方披露具有产权的、保密性的信息。所有这些信息将会被保护，乙方在未获得甲方准许的情况下不得向任何第三方透露。

Article 4 Entire Agreement & Amendment 第四条：完整性与修改

This Contract and its Appendices (including but not limited to quotation) constitute the final, complete and exclusive statement of the contract of the parties with respect to the subject matter thereof. It supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision

of this Contract shall be valid except by written amendment signed by authorized representatives of the parties through negotiation.

本合同及合同附件（包括但不限于报价单）共同构成合同双方基于本合同所涉技术服务的最终、完整且排他性的协议，并取代此前双方达成的所有口头或书面沟通、理解与协议。对本合同的任何修改需经双方协商一致并书面签署。

Article 5 Dispute Resolution 第五条：争议解决

If any dispute or difference of whatsoever kind shall arise in connection with or arising out of this

Contract, the Parties shall solve attempt to resolve such dispute through friendly consultations. If

such attempt fails, either party shall be entitled to submit the dispute to China International Economic and Trade Arbitration Commission.

任何与本合同相关或起于本合同的争议或异议，双方应尝试以友好协商方式解决。如上述方式无效，任一方均可向\*\*经济贸易仲裁委员会提请仲裁解决。

Article 6: Language 第六条：语言

This contract shall be written in both Chinese and English. Both language versions are equally authentic. In the event of any discrepancy between the two aforementioned versions, the English version shall prevail.

本合同中、中英两种文字具有同等法律效力，在文字解释上，若有异议，以英文解释为准。

IN WITNESS WHEREOF, each of the Parties hereto has caused this Contract to be signed by their authorized representatives. It shall valid for \_\_ months from the execution date of this contract.

有鉴于此，双方在此责成各自授权\*\*签署本合同，且本合同自首页签署日起生效，有效

期    个月。

Party A’s Representative: 甲方\*\*

Name and Title (Print): \_\_\_\_\_\_  \*\*姓名/职位（打印或正楷书写）：\_\_\_\_\_\_

Signature:  签名：

Party B’s Representative:乙方\*\*

Name and Title (Print):  \*\*姓名/职位（打印或正楷书写）：

Signature:  签名：

**中英服务合同范本3**

卖方保证订货系用最上等的材料和头等工艺制成，全新的，未曾使用过的, 并完全符合本合同规定的质量、规格和性能。卖方并保证本合同订货在正确安装、正常使用和维修的情况下，自安装之日起十二个月或货物装运之日起十五个月内运转良好，以先到期者为准。由于人为造成的、易损易磨件除外。

The Sellers shall guarantee that for a period of 12 months calculated from the date of installation or 15 months starting from the date of shipment, whichever is the earlier. Faults due to mal-operation as well as wear and tear parts are excluded.

**中英服务合同范本4**

甲方 ：\_\_\_\_\_

乙方 ：\_\_\_\_\_\_\_\_

经甲乙双方友好协商，现就甲方委托给乙方完成的 申报中文材料翻译成英文材料事项签订如下合同。

一、翻译稿件名称 ：\_\_材料。具体包括 ：

1、拟建 考察报告(含建设发展规划及规划图册);

2、 申报书

;3、 申报自评报告;

4、 光片解说词。

二、工作时间 ：甲方 \_\_年\_\_ 前将需翻译的中文定稿材料交付乙方。乙方应 \_\_年\_\_月\_\_日前将翻译好的英文成稿交付甲方。

三、交稿方式 ：乙方应向甲方提供英文成稿打印件及电子文本(文件格式 ：排版)各一份。

四、合同总金额：合同全部工作任务总费用为\_\_元，大写\*\*\*\_\_元整。甲方在签订合同之日起向乙方支付\_\_万元，余款在乙方交付成稿并经甲方验收后一次性结清。

五、翻译质量 ：乙方保证翻译成稿质量，做到忠实原文、翻译准确、语句通顺、行文流畅，达到甲方提供给乙方的《综合报告》(英文版)的翻译水\*。如双方对译文水\*发生争议，由双方共同认可的第三方进行评判。

六、其它事项：乙方负责为甲方在\_\_申报国际评审会上作英文陈述，陈述费用不再另付。乙方在申报材料的英文翻译稿进行电脑排版时，需就排版格式等有关问题与甲方提供的印刷厂技术员进行联系沟通，以保证英文成稿的电子文本符合甲方印刷要求。

七、本合同自签订之日起具有法律效力，双方应共同遵守，否则由违约方赔偿对方由此造成的一切损失。

八、本合同未尽事宜，由双方友好协商解决。

九、本合同一式四份，甲乙双方各执两份，具有同等法律效力。

甲方(签章) ：\_\_\_\_\_\_\_\_\_\_ 乙方(签章) ：\_\_\_\_\_\_\_\_

委托方(甲方) ：\_\_\_\_\_\_\_\_\_\_受托方(乙方) ：\_\_\_\_\_\_\_\_

日期：\_\_\_\_\_\_\_\_年\_\_\_ 月\_\_\_\_日 日期：\_\_\_\_\_\_\_\_\_年\_\_\_ 月\_\_\_\_日

——出口合同中英文 (菁华2篇)

**中英服务合同范本5**

第一章 总则

中国＿＿＿＿＿公司和＿＿＿＿＿国＿＿＿＿＿公司，根据《xxx中外合资 经营企业法》和中国的其它有关法律法规，本着平等互利的原则，通过友好协商，同意在xxx共同投资举办合资经营企业，特订立本合同。

第二章 合资双方

第一条 合资合同双方

合同双方如下：

１．１．“中国＿＿＿＿＿公司”（以下简称甲方）是一个按xxx（以下简 称“中国”）法律组织和存在的企业法人，在中国注册，持有编号为＿＿＿＿＿的营业执照 。 法定地址： 法人代表：

１．２．“＿＿＿＿＿公司”（以下简称乙方）是一个按＿＿＿＿＿国法律组织和存在的企业法人，在＿＿＿＿＿注册，持有编号为＿＿＿＿＿的营业执照。

法定地址： 法人代表：

１．３．各方均表明自己是按中国法律或＿＿＿＿＿国法律合法成立的有效法人，具有缔结本合资合同并履行本合同义务所需的全部法人权限。

第三章 合资公司的成立

第二条 按照中国的合资企业法和其它有关法律和法规，合同双方同意在中国境内＿＿ ＿＿＿省＿＿＿＿＿市建立合资公司。

第三条 合资公司的中文名称为＿＿＿＿＿＿＿ 合资公司的英文名称为＿＿＿＿＿＿＿ 法定地址：＿＿＿＿＿＿＿

第四条 合资公司为中国法人，受中国的法律、法规和有关规章制度（以下简称“中国法律”）的管辖和保护，在遵守中国法律的前提下，从事其一切活动。

第五条 合资公司的法律形式为有限责任公司，合资公司的责任以其全部资产为限，双方的责任以各自对注册资本的出资为限。合资公司的利润按双方对注册资本出资的比例由双方分享。

第四章 生产和经营的目的范围和规模

第六条 目的

合资双方希望加强经济合作和技术交流，从事第七条所规定的经营活动，（根据具 体情况写），为投资双方带来满意的经济利益。

第七条 合资公司生产和经营范围（略）

第八条 合资公司生产规模（略）

第五章 投资总额与注册资本

第九条 总投资 合资公司的总投资额为＿＿＿＿＿＿＿＿人民币。

第十条 注册资本 合资公司的注册资本为＿＿＿＿＿人民币，

其中：甲方＿＿＿＿＿元，占＿＿＿＿＿％；

乙方＿＿＿＿＿元，占＿＿＿＿＿％。

（如乙方以外币出资，按照缴款当日的中国国家 外汇管理局公布的外汇牌价折算民币） 第十一条 双方将以下列作为出资：

１１．１．甲方：现金＿＿＿＿＿元 机械设备＿＿＿＿＿元 厂房＿＿＿＿＿元 工地使用费＿＿＿＿＿元 工业产权＿＿＿＿＿元 其它＿＿＿＿＿元 共＿＿＿＿＿元

１１．２．乙方：现金＿＿＿＿＿元 机械设备＿＿＿＿＿元 工业产权＿＿＿＿＿元 其它＿＿＿＿＿元 共＿＿＿＿＿元

第十二条 合资公司注册资本由甲、乙方按其出资比例分＿＿＿＿＿期缴付，每期缴付的数额如下：（略）

第十三条 贷款 总投资和注册资本之间的差额向银行贷款。可首先考虑向合资公司所在的国内银行或其它渠道借贷。甲、乙方按在合资公司注册资本的比例各自负责贷款担保。

如果合资公司董事会认为，除了第十一条规定的双方投资额和上述贷款外，合资公司的 经营需要流动资金和其它资金，双方应按各自在合资公司注册资本的比例为上述借款作担保 。 如果不能按上述方式获得借款，董事会将按合同双方各自在合资公司中的资本比例向合 同双方另外征集资金。除非合同双方另以书面形式明确表示同意，任何一方都没有义务再增 加注册资本成为第三方借贷给合资公司的款项作担保。但是，如果合资公司的经营、利润状况良好，合同双方原则上同意再适当增加注册资本，即按经营发展状况和稳妥的股本筹措原 则使用积累的储备基金。

第十四条 资本转让 除非得到另一方的同意并经审批机关批准，合同任何一方都不得将其认缴的资本股份全 部或部份转让给第三方。 如果一方将其认缴的资本股份全部或部分转让给第三方，则另一方具有优先受让的权利 ，受让的条件不得苛刻于转让给第三方的条件。另一方特此表示，如果自己不行使优先受让 权，即为同意上述转让。

第十五条 抵押和担保 未经董事会一致同意，任何一方都不得将其认缴的资本股份全部或部分用作抵押，也不 得用作担保。

第六章 合资双方的责任

第十六条 甲、乙方应各自负责完成以下各项事宜：

１６．１ 甲方责任（根据具体情况写，主要有：）

按第五章规定出资并协助安排资金筹措；

办理为设立合资公司向中国有关主管部门申请批准、登记注册、领取营业执照等事宜； 向土地主管部门办理申请取得土地使用权的手续；

协助合资公司组织合资公司厂房和其它工程设施的设计、施工；

协助办理乙方作为出资而提供的机械设备的进口报关手续和在中国境内的运输； 协助合资公司联系落实水、电、交通等基础设施；

协助合资公司申请所有可能享受的关税和税务减免以及其它利益或优惠待遇； 协助合资公司招聘中方管理人员、技术人员、工人和所需的其他人员；

协助外籍工作人员办理所需的入境签证、工作许可证和旅行手续等；

负责办理合资公司托的其它事宜。

１６．２ 乙方责任：

按第五章规定出资并协助安排资金筹措；

办理合资公司托在中国选购机械设备、材料等有关事宜；

提供需要的设备安装、调试以及试生产技术人员、生产和检验技术人员；

培训合资公司的技术人员和工人；

如乙方同时又是技术转让方，则应负责合资公司在规定期限内按设计能力稳定地生 产合格产品；

负责办理合资公司托的其它事宜。

第七章 技术转让

第十七条 许可与技术引进协议 合资公司和＿＿公司的“许可与技术引进协议”应与本合同同时草签。

第八章 商标的使用及产品的销售

第十八条 合资公司和＿＿公司就使用＿＿公司的商标签订“商标使用许可协议”，所有同商标有关的事宜均应按照“商标使用许可协议”的规定办理。 或合资公司的产品使用商标为＿＿＿＿＿＿＿＿。

第十九条 合资公司的产品，在中国境内外市场上销售，外销部分占＿＿＿＿＿％，内销部分占＿＿＿＿＿％。

第二十条 合资公司内销产品可由中国物资部门、商业部门包销或代销，或由中国外贸公司包销的占＿＿＿＿＿％。

第二十一条 产品可由下述渠道向国外销售： 由合资公司直接向中国销售的占＿＿＿＿＿％。由合资公司与中国外贸公司订立销售合同，托其代销，或由中国外贸公司包销的占＿＿＿＿＿％。由合资公司托乙方销售 的占＿＿＿＿＿％。

第九章 董事会

第二十二条 合资公司注册登记之日，为合资公司董事会成立之日。

第二十三条 董事会由＿＿＿＿＿名董事组成，其中甲方派＿＿＿＿＿名，乙方派 ＿＿＿＿＿名。董事长由甲方派，副董事长由乙方派。董事、董事长和副董事长任期４年，经派方继续派可以连任。

第二十四条 董事会是合资公司的最高权力机构，决定合资公司的一切重事宜： １．修改合资公司的章程；

２．终止或解散合资公司；

３．与其它经济组织合并；

４．合资公司注册资本的增加；

５．采纳、更改或终止集体劳动合同、职工工资制度和集体福利计划等；

６．分红；

７．批准年度财务报表，（略）

第二十五条 董事会的所有决议均需全体董事的多数表决方能通过，但第二十四条＿＿ ＿＿＿款所列事项需全体董事一致同意后方能通过。

第二十六条 董事长是合资公司的法定代表。如果董事长不能行使其职责，应书面授权 副董事长代理。

第二十七条 董事会会议每年至少召开一次，由董事长召集并主持会议。经三分之一以上的董事提议，董事长可召开董事会临时会议。会议纪要归合资公司存档。 任何一名董事如不能出席会议，应以书面托的形式指定一名代理出席会议和行使表决 权。如果董事既不出席会议也不托他人参加会议，应视作弃权。

第十章 经营管理机构

第二十八条 合资公司设经营管理机构，负责公司的日常经营管理工作。经营管理机构设总经理一人，由＿＿＿＿＿方推荐，副总经理＿＿＿＿＿人，由甲方推荐＿＿＿＿＿人， 乙方推荐＿＿＿＿＿人。总经理、副总经理由董事会聘请，任期＿＿＿＿＿年。

第二十九条 总经理的职责是执行董事会会议的各项决议，组织领导合资公司的日常经 营管理工作。副总经理协助总经理工作。

**中英服务合同范本6**

Purchase Contract

合同编号(Contract No.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

签订日期(Date) :＿＿＿＿＿＿＿＿＿＿\_  签订地点(Signed at) :＿＿＿＿＿＿＿\_\_\_\_

买方：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

The Buyer:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

地址： ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Address: ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

电话(Tel):\_\_\_＿＿＿＿＿＿＿＿ 传真(Fax):＿＿＿＿＿＿＿＿＿＿

电子邮箱(E-mail):＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

卖方：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

The Seller:＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

地址：＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

Address: ＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿\_＿

电话(Tel):\_＿＿＿＿＿＿＿＿ 传真(Fax):＿＿＿＿＿＿＿＿＿＿＿

电子邮箱(E-mail):＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿

买卖双方同意按照下列条款签订本合同：

The Seller and the Buyer agree to conclude this Contract subject to the terms and conditions stated below:

1. 货物名称、规格和质量（Name, Specifications and Quality of Commodity）：

2. 数量（Quantity）：

允许＿＿＿＿的溢短装（＿＿＿% more or less allowed）

3. 单价（Unit Price）：

4. 总值（Total Amount）：

5. 交货条件(Terms of Delivery) FOB/CFR/CIF＿＿＿＿＿＿＿

6. 原产地国与制造商 (Country of Origin and Manufacturers):

7. 包装及标准（Packing）：

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 the inadequate or improper packing. The measurement, gross weight, net weight and the cautions such as \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_Do not stack up side down\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_, \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_Keep away from moisture\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_, \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_Handle with care\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\_ shall be stenciled on the surface of each package with fadeless pigment.

8. 唛头（Shipping Marks）：

9. 装运期限（Time of Shipment）：

10. 装运口岸（Port of Loading）：

11. 目的口岸（Port of Destination）：

12. 保险（Insurance）：

由＿＿＿＿按\*\*金额110%投保＿＿＿＿＿险和＿＿＿＿＿附加险。

Insurance shall be covered by the \_\_\_\_\_\_\_\_ for 110% of the invoice value against \_\_\_\_\_\_\_ Risks and \_\_\_\_\_\_\_\_\_\_ Additional Risks.

13. 付款条件（Terms of Payment）：

(1) 信用证方式：买方应在装运期前/合同生效后＿＿日，开出以卖方为受益人的不可撤销的议付信用证，信用证在装船完毕后＿＿日内到期。

Letter of Credit: The Buyer shall, \_\_\_\_\_\_ days prior to the time of shipment /after this Contract comes into effect, open an irrevocable Letter of Credit in favor of the Seller. The Letter of Credit shall expire \_\_\_\_ days after the completion of loading of the shipment as stipulated.

(2) 付款交单：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。

Documents against payment: 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, D/P. The Buyer shall effect the payment immediately upon the first presentation of the bill(s) of exchange.

(3) 承兑交单：货物发运后，卖方出具以买方为付款人的付款跟单汇票，付款期限为＿＿＿＿后＿＿日，按即期承兑交单(D/A＿＿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，买方在汇票期限到期时支付货款。

Documents against Acceptance: After shipment, the Seller shall draw a sight bill of exchange, payable\_\_\_\_\_ days after the Buyers delivers the document through Seller’s bank and \_\_\_\_\_\_\_\_\_Bank to the Buyer against acceptance (D/A \_\_\_ days). The Buyer shall make the payment on date of the bill of exchange.

(4) 货到付款：买方在收到货物后＿＿天内将全部货款支付卖方（不适用于FOB、CRF、CIF术语）。

Cash on delivery (COD): The Buyer shall pay to the Seller total amount within \_\_\_\_\_\_ days after the receipt of the goods (This clause is not applied to the Terms of FOB, CFR, CIF).

14. 单据（Documents Required）：

卖方应将下列单据提交银行议付/托收：

The Seller shall present the following documents required to the bank for negotiation/collection:

(1) 标明通知收货人/受货\*\*人的\*\*清洁的、已装船的、空白抬头、空白背书并注明运费已付/到付的海运/联运/陆运提单。

Full set of clean on board Ocean/Combined Transportation/Land Bills of Lading and blank endorsed marked freight prepaid/ to collect;

(2) 标有合同编号、信用证号（信用证支付条件下）及装运唛头的商业\*\*一式＿＿份；  Signed commercial invoice in \_\_\_\_\_\_copies indicating Contract No., L/\_o. (Terms of L/C) and shipping marks;

(3) 由＿＿＿＿＿＿出具的装箱或重量单一式＿＿份；

Packing list/weight memo in \_\_\_\_\_\_ copies issued by＿＿；

(4) 由＿＿＿＿＿＿出具的质量证明书一式＿＿份；

Certificate of Quality in \_\_\_\_\_\_\_ copies issued by＿＿＿＿；

(5) 由＿＿＿＿＿＿出具的数量证明书一式＿＿份；

Certificate of Quantity in \_\_\_ copies issued by＿＿＿＿；

(6) 保险单正本一式＿＿份(CIF 交货条件)；

Insurance policy/certificate in \_\_\_ copies (Terms of CIF)；

(7)＿＿＿＿签发的产地证一式＿＿份；

Certificate of Origin in \_\_\_ copies issued by＿＿＿＿；

(8) 装运通知(Shipping advice): 卖方应在交运后\_\_\_\_\_小时内以特快专递方式邮寄给买方上述第＿＿项单据副本一式一套。

The Seller shall, within \_\_\_\_ hours after shipment effected, send by courier each copy of the above-mentioned documents No. ＿＿.

15. 装运条款（Terms of Shipment）：

(1) FOB交货方式

卖方应在合同规定的装运日期前30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。装运船只按期到达装运港后，如卖方不能按时装船，发生的空船费或滞期费由卖方负担。在货物越过船弦并脱离吊钩以前一切费用和风险由卖方负担。

The Seller shall, 30 days before the shipment date specified in the Contract, advise the Buyer by \_\_\_\_\_\_\_ of the Contract No., commodity, quantity, amount, packages, gross weight, measurement, and the date of shipment in order that the Buyer can charter a vessel/book shipping space. In the event of the Seller\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\'s failure to effect loading when the vessel arrives duly at the loading port, all expenses including dead freight and/or demurrage charges thus incurred shall be for the Seller\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\'s account.

(2) CIF或CFR交货方式

卖方须按时在装运期限内将货物由装运港装船至目的港。在CFR术语下，卖方应在装船前2天以＿＿＿＿方式通知买方合同号、品名、\*\*价值及开船日期，以便买方安排保险。

The Seller shall ship the goods duly within the shipping duration from the port of loading to the port of destination. Under CFR terms, the Seller shall advise the Buyer by \_\_\_\_\_\_\_\_\_ of the Contract No., commodity, invoice value and the date of dispatch two days before the shipment for the Buyer to arrange insurance in time.

16. 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、\*\*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 of the Contract No., names of commodity, loading quantity, invoice values, gross weight, name of vessel and shipment date by \_\_\_\_\_\_\_\_\_ within \_\_\_\_\_\_\_\_hours.

17. 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＿＿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 quatity,

specifications and quantity specified in this Contract and Letter of Quality Guarantee. The guarantee period shall be \_\_\_\_\_\_ 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 the defects in designing and manufacturing of the manufacturer.

18. 检验（Inspection） （以下两项任选一项）：

（1）卖方须在装运前＿＿日委托＿＿＿＿＿＿检验机构对本合同之货物进行检验并出具检验证书，货到目的港后，由买方委托＿＿＿＿＿＿＿＿检验机构进行检验。

The Seller shall have the goods inspected by \_\_\_\_\_\_ days before the shipment and have the Inspection Certificate issued by\_\_\_\_. The Buyer may have the goods reinspected by \_\_\_\_\_\_\_\_ after the goods?rrival at the destination.

(2) 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\*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＿＿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\*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 ap\* 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 Insurance Company or Shipping Company, the Buyer shall, within \_\_\_\_\_ 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 the 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.

19. 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\_\_\_\_\_\_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 fail to re\* within \_\_\_\_\_\_days after the Seller received the Buyer\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\'s claim.

20. 迟交货与罚款（Late delivery and Penalty）:

除合同第21条不可抗力原因外，如卖方不能按合同规定的时间交货，买方应同意在卖方支付罚款的条件下延期交货。罚款可由议付银行在议付货款时扣除，罚款率按每＿＿天收＿＿%，不足＿＿天时以＿＿天计算。但罚款不得超过迟交货物总价的\_\_\_\_%。如卖方延期交货超过合同规定＿＿天时，买方有权撤销合同，此时，卖方仍应不迟延地按上述规定向买方支付罚款。

买方有权对因此遭受的其它损失向卖方提出索赔。

Should the Seller fail to make delivery on time as stipulated in the Contract, with the exception of Force Majeure causes specified in Clause 21 of this Contract, the Buyer shall agree to postpone the delivery on the condition that the Seller agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. The rate of penalty is charged at\_\_\_\_\_\_% for every \_\_\_\_\_\_ days, odd days less than \_\_\_\_\_days should be counted as \_\_\_\_\_\_ days. But the penalty, however, shall not exceed\_\_\_\_\_\_\_% of the total value of the goods involved in the delayed delivery. In case the Seller fail to make delivery \_\_\_\_\_\_ days later than the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the Contract and the Seller, in spite of the cancellation, shall nevertheless pay the aforesaid penalty to the Buyer without delay.

The buyer shall have the right to lodge a claim against the Seller for the losses sustained if any.

21. 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＿＿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＿＿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\_\_\_\_\_ 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 \_\_\_\_\_ days the Buyer shall have the right to cancel the Contract.

22. 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\*国际经济贸易仲裁委员会深圳分会，按照申请仲裁时该会现行有效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 dis\* arising from or in connection with the Contract shall be settled through friendly negotiation. In case no settlement is reached, the dis\* shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC),Shenzhen Commission for arbitration in accordance with its rules in effect at the time of ap\*ing for arbitration. The arbitral award is final and binding upon both parties.

23. 通知（Notices):

所有通知用＿＿＿＿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＿＿日内书面通知另一方。

All notice shall be written in \_\_\_\_\_ 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 \_\_\_\_days after the change.

24. 本合同使用的FOB、CFR、CIF术语系根据国际商会《202\_年国际贸易 术语解释通则》。

The terms FOB、CFR、CIF in the Contract are based on INCOTERMS 202\_ of the

——翻译服务合同(中英文) (菁华1篇)

**中英服务合同范本7**

(ORIGINAL)

\*上海中山东一路27号  合 同 号 码

27 Chuangshan Road (.) Shanghai, ChinaContract No.

买方：合 同  日  期：

The Buyers：CONTRACT  Date：

传真：

FAX：021—291730

.  电 传 号：

Telex number：TEXTILE

兹经买卖双方同意，由买方购进，卖方出售下列货物，并按下列条款签订本合同：

This CONTRACT is made by and between the Buyers and the Sellers；whereby the Buyers agree to buy and the

Sellers agree to sell the undermentioned goods on the terms and conditions stated below：

（1）货物名称、规格、包装及唛头 （2）数量  3）单价 （4）总值 （5）装运期限

Name of Commodity, Specifications,  QuantityUnit Price Total Amount  Time of Shippment

（6） 装 运 口 岸：

Port of Loading：

（7） 目 的 口 岸：

Port of Destination ：

（8） 付 款 条 件：买方在收到卖方关于预计装船日期及准备装船的数量的通知后，应于装运前20天，

通过上海\*银行开立以卖方为受益人的不可撤销的信用证。该信用证凭即期汇票及本合同第（9）条规定

的单据在开证行付款。

Terms of Payment：Upon receipt from the Sellers of the advice as to the time and quantify expected ready

for shipment, the Buyers shall open, 20days before shipment, with the Bank of China ,Shanghai, an irrevocable

Letter of Credit in favour of the Sellers payable by the opening bank against sight draft accompanied by the

documents as stipulated in Clause (9) of this Contract.

（9）单  据：各项单据均须使用与本合同相一致的文字，以便买方审核查对：

Documents：To facilitate the Buyers to cheek up, all documents should be made in a version identical to that

used in this contract.

填写通知目的口岸对外贸易运输公司的空白抬头、空白背书的\*\*已装船的清洁提单。（如本合同为

FOB价格条件时，提单应注明“运费到付”或“运费按租船合同办理”字样；如本合同为CFR价格条件时，

提单应注明“运费已付”字样。）

Complete set of Clean On Board Shipped Bill of Lading made out to order, blank endorsed, notifying the

China National Foreign Trade Transportation Corporation ZHONGWAIYUN at the port of destination. (if the

prise in this Contract is Based on FOB, marked “freight to collect” or “freight as per charter party”; if the price in

this Contract is Based on CFR, marked “freight prepaid”.)

B.发  票：注明合同号、唛头、载货船名及信用证号，如果分批装运，须注明分批号。

Invoice：indicating contract number, shipping marks, name of carrying vessel, number of the Letter of Credit

and shipment number in case of partial shipments.

C.  装箱单及或重量单：注明合同号及唛头，并逐件列明毛重、净重。

Packing List and/or Weight Memo：indicating contract number, shipping marks, gross and net weights of

each package.

D.  制造工厂的品质及数量、重量证明书。

Certificates of Quality and Quantity/Weight of the contracted goods issued by the manfactures.

品质证明书内应列入根据合同规定的标准进行化学成分、机械性能及其他各种试验结果。

Quality Certificate to show actual results of tests to be made, on chemical compositions, mechanical

properties and all other tests called for by the Standard stipulated heron.

E.  按本合同第（11）条规定的装运通知电报抄本。

Copy of telegram advising shipment according to Clause (11) of this Contract.

F.  按本合同第（10）条规定的航行证明书。（如本合同为CFR价格条件时，需要此项证明书，如本合同

为FOB价格条件时，则不需此项证明书。）

Vessels itinerary certificate as per Clause (10) of this Contract, (required if the price in this Contract is based on CFR：not required if the price in this Contract is based on FOB.)

份数 Number of 单证

copiesDocuments

寄送 AB  C D E  FTo be distributob

送交议付银行（正本）3 4 3 311

to the negotiating bank (original)

送交议付银行（副本）  1

to the negotiating bank (duplicate)

空邮目的口岸外运公司（副本）2 3 2 2

to ZHONGWAIYUN at the port of destination by airmail (duplicate)

（10）装运条件

Terms of Shipment ：

A． 离岸价条款 Terms of FOB Delivery：

a) 装运本合同货物的船只，由买方或买方运输\*\*人\*租船公司租订舱位。卖方负担货物的一切费用风

险到货物装到船面为止。

For the goods ordered in this Contract, the carrying vessel shall be arranged by the Buyers or the Buyers

Shipping Agent China National Chartering Corporation. The Sellers shall bear all the charges and risks until the

goods are effectively loaded on board the carrying vessel.

b) 卖方必须在合同规定的交货期限三十天前，将合同号码、货物名称、数量、装运口岸及预计货物运达装

运口岸日期，以电报通知买方以便买方安排舱位。并同时通知买方在装港的船\*\*。倘在规定期内买方未

接到前述通知，即作为卖方同意在合同规定期内任何日期交货，并由买方主动租订舱位。

The Sellers shall advise the Buyers by cable, and simultaneously advise the Buyersshipping agent at the

loading port, 30 days before the contracted time of shipment, of the contract number, name of commodity, quantity,

loading port and expected date of arrival of the goods at the loading port, enabling the Buyers to arrange for

shipping space. Absence of such advice within the time specified above shall be considered as Sellersreadiness to

deliver the goods during the time of shipment contracted and the Buyers shall arrange for shipping space

accordingly.

c) 买方应在船只受载期12天前将船名、预计受载日期、装载数量、合同号码、船舶\*\*人，以电报通知

卖方。卖方应联系船舶\*\*人配合船期备货装船。如买方因故需要变更船只或更改船期时，买方或船舶代

理人应及时通知卖方。

The Buyers shall advise the Sellers by cable, 12 days before the expected loading date, of the estimated laydays,

contract number, name of vessel, quantity, to be loaded and shipping agent. The Sellers shall then arrange with the

shipping agent for loading accordingly. In case of necessity for substitution of vessel or alteration of shipping

schedule, the Buyers or the shipping agent shall duly advise the Sellers to the same effect.

d) 买方所租船只按期到达装运口岸后，如卖方不能按时备货装船，买方因而遭受的一切损失包括空舱费、

延期费及/或罚款等由卖方负担。如船只不能于船舶\*\*人所确定的受载期内到达，在港口免费堆存期满后

第16天起发生的仓库租费，保险费由买方负担，但卖方仍负有载货船只到达装运口岸后立即将货物装船之

义务并负担费用及风险。前述各种损失均凭原始单据核实支付。

In the event of the Sellersfailure in effecting shipment upon arrival of the vessel at the loading port, all losses,

including dead freight, demurrage fines etc. thus incurred shall be for Sellersaccount. If the vessel fails to arrive

at the loading port within the laydays. previously declared by the shipping agent, the storage charges and insurance

premium from the 16th day after expiration of the free storage time at the port shall be borne by the Buyers.

However, the Sellers shall be still under the obligation to load the goods on board the carrying vessel immediately

after her arrival at the loading port, at their own expenses and risks. The expenses and losses mentioned above

shall be reimbursed against original receipts or invoices.

B． 成本加运费价条款 Terms of CFR Delivery：

卖方负责将本合同所列货物由装运口岸装直达班轮到目的口岸，中途不得转船。货物不得用悬挂买方

不能接受的国家的旗帜的船只装运。

The Sellers undertake to ship the contracted goods from the port of loading to the port of destination on

adirect liner, with no transhipment allowed. The contracte goods shall not be carried by a vessel flying the flag of

the countries which the Buyers can not accept.

（11）装运通知：卖方在货物装船后，立即将合同号、品名、件数、毛重、净重、\*\*金额、载货船名及

装船日期以电报通知买方。

Advice of Shipment：The Sellers shall upon competition of loading, advise immediately the Buyers by cable

of the contract number, name of commodity, number of packages, gross and net weights, invoice value, name of

vessel and loading date.

（12）保 险：自装船起由买方自理，但卖方应按本合同第（11）条通知买方。如卖方未能按此办理，买方因而遭受的一切损失全由卖方负担。

Insurance：To be covered by the Buyers from shipment, for this purpose the Sellers shall advise the Buyers by cable of the particulars as called for in Clause(11) of this Contract, In the event of the Buyers being unable to arrange for insurance in consequence of the Sellersfailure to send the above advice, the Sellers shall be held responsible for all the losses thus sustained by the Buyers.

（13）检验和索赔：货卸目的\\\\\\\\\\\\\\\'口岸，买方有权申请\*\*\*\*\*\*\*国家质量\*\*检验检疫总局进行检验。如发现货物的品质及/或数量/重量与合同或\*\*不符：除属于保险公司及/或船公司的责任外，买方有权在货卸目的口岸后90天内，根据\*\*\*\*\*\*\*国家质量\*\*检验检疫总局出具的证明书向卖方提出索赔，因索赔所发生的一切费用（包括检验费用）均有卖方负担。FOB价格条件时，如重量短缺，买方有权同时索赔短重部分的运费。

Inspection and Claim：The Buyers shall have the right to ap\* to the General Administration of Quanlity Supervision, Inspection and Quarantine of the Peoples Republic of China (AQSIQ) for inspection after discharge of the goods at the port of destination. Should the quality and/or quantity/weight be found not in conformity with the contract or invoice the Buyers shall be entitled to lodge claims with the Sellers on the basis of AQSIQ s Survey Report, within 90 days after discharge of the goods at the port of destination , with the exception, however, of those claims for which the shipping company and/or the insurance company are to be held responsible. All expenses incurred on the claim including the inspection fee as per the AQSIQ inspection certificate are to be borne by the Sellers. In case of FOB terms, the buyers shall also be entitled to claim freight for short weight if any.

（14）不可抗力：由于人力不可抗拒事故，使卖方不能在合同规定期限内交货或者不能交货，卖方不负责任。但卖方必须立即通知买方，并以挂号函向买方提出有关\*机关或者商会所出具的证明，以证明事故的存在。由于人力不可抗拒事故致使交货期限延期一个月以上时，买方有权撤销合同。卖方不能取得出口许可证不得作为不可抗力。

Force Majeure：In case of Force Majeure the Sellers shall not held responsible for delay in delivery or non-delivery of the goods but shall notify immediately the Buyers and deliver to the Buyers by registered mail a certificate issued by government authorities or Chamber of Commerce as evidence thereof. If the shipment is dela

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