# 英文延长合同范本(汇总13篇)

来源：网络 作者：流年似水 更新时间：2024-01-28

*英文延长合同范本1合同编号：甲方：乙方：地址：地址：电话：电话：传真：传真：投诉电话：签定地点：根据《\_合同法》有关规定，甲、乙双方经平等协商一致，达成如下协议，在履行协议的过程中，甲、乙双方应严格遵守，若有违约应按合同约定赔偿对方由此导致...*

**英文延长合同范本1**

合同编号：

甲方：乙方：

地址：地址：

电话：电话：

传真：传真：

投诉电话：签定地点：

根据《\_合同法》有关规定，甲、乙双方经平等协商一致，达成如下协议，在履行协议的过程中，甲、乙双方应严格遵守，若有违约应按合同约定赔偿对方由此导致的经济损失。

>一、合同期限：

1、本合同签署有效期自\_\_\_\_年\_\_\_\_\_月 \_\_\_\_\_\_日至\_\_\_\_\_年\_\_\_\_\_ 月\_\_\_\_日，其中前\_\_\_\_个月为试销期。

2、合同到期后，另确定新的经销条件，乙方在同等条件下享有优先权。

>二、经销产品及区域：

1、甲方授权乙方经销甲方 \_\_\_\_\_\_\_\_\_酒产品。

2、甲方授予乙方\_\_\_\_\_\_酒产品的销售区域仅限 。

>三、产品价格：

1、价格按全国统一价执行 （ 价格表附合同 ） 。

2、乙方严格执行合同约定产品销售价格体系，不能低于或高于合同约定价格销售。否则，甲方不予兑现销售奖励。

3、甲方保留统一调整产品价格的权力，调价提前\_\_\_\_\_\_天通知乙方。

>四、结算方式

1、经甲方财务部门确认，乙方货款到帐后，甲方组织发货。

2、如甲方更改帐号，以甲方财务部签章后的书面通知为准。

3、在未得到甲方财务部签章的书面通知，乙方不得将货款（或借款）交给或借给甲方业务人员或汇入其他帐户，否则，乙方承担责任。

>五、合作保证

1、乙方首批货款在本合同签定之日起十日内全额汇入甲方指定帐户。否则，视乙方违约，本合同自行失效。

2、甲乙双方签定合同时，乙方向甲方交纳\_\_\_\_\_\_万元的合同保证金，否则视乙方自动放弃合同。合同保证金利息按照银行同期活期存款利率计算。

>六、市场操作要求：

1、乙方应建立起本区域完整的销售网络，保证经销甲方的产品在经销区域内终端铺货达到：商超 家，酒店\_\_\_\_\_\_家，酒楼\_\_\_\_\_\_家 （ 附终端明细目录 ） ，产品进入所有终端网点铺货覆盖率第一个月应达到\_\_\_\_\_\_% ，第二个月以后保持在\_\_\_\_\_％以上，每月建设堆头、端架的商超数量应保持在商超总数量的\_\_\_\_\_％以上，经甲方确认。

2、乙方在经销期内必须完成销售任务 万元人民币（按实际回款额计算），其中首批回款 万元，月度销售比例及任务如下：

（单位：万元）

┌──┬──┬──┬──┬──┬──┬──┬──┬──┬──┬──┬──┬──┬──┐

│月份│ │ │ │ │ │ │ │ │ │ │ │ │合计│

├──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┤

│比例│ │ │ │ │ │ │ │ │ │ │ │ │ │

├──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┼──┤

│任务│ │ │ │ │ │ │ │ │ │ │ │ │ │

└──┴──┴──┴──┴──┴──┴──┴──┴──┴──┴──┴──┴──┴──┘

3、经销期（包括试销期和正式经销期）内乙方保证完成月度销售任务 ，按合同约定完成终端铺货，建设商超堆头、端架。若在合约期内乙方连续累计无法完成两个月度销售任务，或不能按合同约定完成终端铺货数量和商超堆头、端架建设数量，甲方有权取消经销商资格。

4、在试销期内， 乙方完成合同约定的月度任务、终端铺货率、商超堆头建设数量，则转为正式经销商，甲方发经销商确认通知函。

5、乙方保证合同指定产品均在限定区域内销售，如窜区域销售，甲方不予兑现销售奖励，并根据数量乙方支付甲方 \_\_\_\_\_元／件-- \_\_\_\_\_\_\_元／件的违约金，或甲方有权取消经销商资格。

6、乙方做好售后服务并积极维护品牌形象，同时负责做好产品包装物的回收处理工作。

7、乙方不得经销与甲方产品名称、包装、风格相近的仿冒品或同类产品。否则，甲方视乙方违约，终止与乙方的合作。

>七、甲方责任：

1、甲方负责监督并杜绝窜货现象的发生，以确保乙方在销售区域内的合法权益。

2、乙方在销售甲方产品过程中所发生的广告媒体宣传、宣传品、促销品、推广活动等事宜，乙方应提出计划方案，经甲方审核同意后，乙方即可安排实施。

3、甲方协助乙方做好产品的售前、售中、售后服务。

4、保证提供乙方所需的货源，负责做好市场的管理、指导工作；负责提供电视、软性文章等宣传媒体资料及终端培训。

5、及时兑现合同约定的政策支持。

6、负责将产品运至乙方市场，运费由甲方承担。

>八、产品验货约定：

甲方货到乙方市场当日清点核实品种、规格、数量，由乙方法人代表在货运回执单上签字并加盖公章后产品验收生效，运送的产品、宣传品、促销品等物品如出现短缺或破损，乙方应在货运回执单上注明。否则，出现的一切损失由乙方负责。

>九、奖励政策：

参与公司经销商级别评定，兑现奖励。

>十、产品调剂约定：

本合同产品在发货三个月内如滞销可提出调剂，调剂产品的来回运费，运送损失及内外包装材料损失费均由乙方承担，乙方所有调换产品必须保证包装无开封、脏、损现象，不影响二次销售，否则不予退换。

>十一、双方合作前特别约定：

1、乙方严格遵守国家工商、税务等有关政策、法令、法规进行商业活动，如有违反，属乙方个人行为，概与甲方无关，因此衍生的一切后果，由乙方负责。

2、乙方向甲方汇报每月库存、销货情况及下期要货计划、市场信息，乙方每次上货金额应在\_\_\_\_\_万元以上。

3、甲方每月对乙方的考核截止日为当月的\_\_\_\_\_ 日。

4、乙方必须向甲方提供完整、准确、真实的终端明细目录，由乙方签字并加盖公章。如出现虚报、错报、漏报现象，经甲方核实后，乙方支付甲方\_\_\_\_\_元／家的违约金。

5 、属甲方投入进店费的终端网点，进店所有权应归甲方。

>十二、解约手续：

1、在合同生效期，如乙方未能达到双方合同约定条款其中一条，甲方有权单方终止合同，以甲方经销商确认通知函为准。

2、在解约时乙方应将经销区域内的销售网点无条件交由甲方接管。

3、若双方解约，乙方市场完好无损仍有销售价值的产品，甲方按乙方进货价 \_\_\_\_% 的价格回收，与甲方有关并由甲方提供的资料，乙方应无条件交回甲方。

4、解约手续办理完毕，甲方退还乙方合同保证金。

>十三、本合同未尽事宜由双方协议补充，出现争议双方协商解决，协商不成，由甲方所在地法院裁决。

>十四、其它：

甲方附：

1、《经销商级别评定标准》

2、《经销商调查表》

乙方附：

1、酒类营业执照、税务登记证、卫生许可证复印件。（乙方签章）

2、法人授权委托书

3、终端明细目录

┌───────────────────┬───────────────────┐

│甲 方： │乙 方： │

├───────────────────┼───────────────────┤

│代 表人： │代 表人： │

├───────────────────┼───────────────────┤

│签约时间： │签约时间： │

└───────────────────┴───────────────────┘

┌───────────────────────────────────────┐

│ 酒经销商准入条件 │

└───────────────────────────────────────┘

1 、经销商在当地具有合法酒类经营资格、独立的法人资格，提供酒类营业执照、卫生许可证、税务登记证等相关证件原件和复印件。

2 、经销商具有较强的经济实力和健全的终端销售网络，有两年以上酒类经营的成功经验，具备良好的商业信誉。

3 、经销商提供市场完整、准确、真实的终端明细目录，经销商签字并加盖公章，供本公司考察、确认。

4 、具有固定的营业场所及办公地点，具有较强的储备、配货能力。

5 、拥有一支长期稳定的促销、销售队伍，并提供详细名单，供本公司考察、确认。

6 、经销商认可本公司操作市场的营销理念，具备市场开拓管理能力。

7 、厂商达成协议或签订合同时，经销商应先交纳 \_\_\_\_ - \_\_\_\_\_\_元的.合同保证金，以保证合同的有效执行。

┌───────────────────────────────────────┐

│ 经销商调查表编号：QG/XS（销售）007 │

└───────────────────────────────────────┘

┌─────┬──────┬─────┬────────┬─────────────┐

│市 场 │姓 名 │性 别 │年 龄 │文 化 程 度 │

├─────┼──────┼─────┼────────┼─────────────┤

│ │ │ │ │ │

├─────┼──────┴─────┴────────┴─────────────┤

│资 金 实 │ │

│力 │ │

├─────┼───────────────────────────────────┤

│信 誉 程 │ │

│度 │ │

├─────┼───────────────────────────────────┤

│配 送 能 │ │

│力 │ │

├─────┼───────────────────────────────────┤

│市 场 关 │ │

│系 │ │

├─────┼───────────────────────────────────┤

│经营产品范│ │

│围、状况 │ │

├─────┼───────────────────────────────────┤

│酒类产品经│ │

│营状况 │ │

├─────┼───────────────────────────────────┤

│可投入资金│ │

│人力资源 │ │

├─────┼───────────────────────────────────┤

│终 端 网 │ │

│络 │ │

├─────┴───────────────────────────────────┤

│时间： │

│调查人： │

└─────────────────────────────────────────┘

**英文延长合同范本2**

Ⅳ Contract Cancellation and Termination

合同期满双方不再续签或者双方约定的合同终止条件出现时，雇佣合同即终止。

This contract shall be terminated once it expires and both parties do not extend the contract.

经合同双方当事人协商一致，本合同可以解除。

The contract may be canceled based on both parties’ mutual negotiation.

乙方应遵守中国的法律、法规及有关规定，乙方如违反上述规定，甲方有权即时解除合同；乙方因健康原因，经医生证明连续病休15工作日后仍不能继续工作，甲方有权提前终止合同。

Party B should abide by China laws, decrees and related regulations and Party A’s working systems. During the duration, Party A is entitled to cancel the contract in case Party B violates China laws and decrees, and terminate the contract before expiration in case Party B cannot resume his or her work for health reasons after the medical certification of continuous sick rest for 15 working days.

乙方因归国或其他私人原因未正常出勤且超过十天且未向甲方做出书面说明的，本合同自动终止。 The contract will automatically terminate in case Party B is absent for over 10 days without written explanation due to homecoming or other private reasons.

乙方被证明无法完成本合同项下的工作任务，甲方有权随时解除本合同。

In case Party B is proved to be not competent for the work under the contract, Party A is entitled to cancel the contract at any time.

乙方应严格遵守甲方的工作规定以及规章制度，尽职尽责，否则，甲方有权随时解除合同并追究因此而造成的经济损失，并有权对所造成的经济损失在乙方的报酬中作相应扣除。

Party B should abide by Party A’s working systems, rules and regulations. Otherwise, Party A is entitled to cancel the contract and claim a corresponding compensation of any economic loss from Party B’s payment.

乙方有权提前30 日以书面形式通知甲方解除本合同，在试用期内提前3日通知甲方即可解除。

Party B should inform Party A in written form 30 days in advance for canceling the contract, and 3 days in advance during the probation period.

**英文延长合同范本3**

编号no. \_\_\_\_\_\_\_\_\_\_\_\_\_

中国 china

.＆f.

合同格式

. /c. ＆

买受人： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 出卖人：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

buyer： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ seller：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 地址： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

adress： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ adress：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电挂： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 电挂： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

cable： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ cable： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电传： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 电传： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

telex： \_\_\_\_\_\_\_\_\_\_\_\_\_\_ telex： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

上述买卖双方按照下列条件于\_\_\_\_年\_\_\_\_月\_\_\_\_日签订合同。

the seller and the buyer above named have this \_\_\_\_day of \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_entered into this contract on the following terms and conditions .

1.货物

commodity ：

序 号

item no.

description

unit

.数量

quantity

unit price

amount

2．合同总价：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

total contract value：\_\_\_\_\_\_\_\_\_\_\_\_

3．包装：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

packing：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4．保险：根据\_\_\_\_\_保险公司保险条款按发票金额\_\_\_%insurance：投保\_\_\_\_险。

covering all risks for \_\_\_% of the invoice value as per insurance: policy of people’s insurance company china ().

由买方自理。

to be affected by the buyer.

5．运输标志：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

shipping marks：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6．装运港：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

intended port(s)of shipment：

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7．目的港：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

port of destination：\_\_\_\_\_\_\_\_\_\_\_\_\_

8．装运期：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

shipment period：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9．付款条件：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

terms of payment：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

合同货款应由买方通过卖方可接受的银行，按合同总价开出以卖方为受益人的、无追索权、保兑、不可撤销、可转让、可分批装运、可转船的信用证支付。凭\_\_\_\_\_\_\_\_即其期汇票在

提示第10条所列装运单据时付款。该信用证最迟应于装运期开始前\_\_\_\_\_\_\_\_天开到卖方，而且在装运期结束后15天内仍能在中国有效议付。

若买方未能履行上述义务，根据卖方的选择，可终止本合同，或接受本合同的部分或全部，或就由此而发生的任何损失提出索赔。

payment hereunder shall be made by confirmed ; irrevocable and transferable without recourse letter of credit in favour of the seller for the total contract value opened by a band acceptable to the seller permitting part shipments and transshipments in one or more vessels ,and available by\_\_\_\_\_\_sight draft(s) against presentation of the shipping documents mentioned in clause letter of credit shall reach the seller not less than\_\_\_\_\_\_days prior to the start of the shipment period and remain valid for negotiation in china until the 15th day after the expiry of the shipment period.

should the buyer fail to fulfil its obligations mentioned above , the seller shall ,at its discretion, terminate the contract or accept whole or part of this contract ,or lodge a claim for losses thus sustained ,if any .

10．装运单据：

shipping documents：

(a)商业发票；

commercial invoices (s);

(b)空白抬头、空白背书、可转让的清结提单，或指定买方为收货人的记名提单；

negotiable clean bill (s) of lading to order bland endorsed or naming buyer’s consigee;

(c)原产地证书；

certificate (s) of origin;

(d)装箱单；

packing list ;

(e)保险单(只适用于gif合同)。

certificate (s) of insurance (in the case of gif sales) .

11．合同的完整性与转让：

complete contract and asignment：

(a)本合同中的条件和条款构成买卖双方(以下简称“双方”)对合同项下货物的全部和最终理解。对本合同的任何修改、补充或对合同任何条款的免除，均必须经受约束方书面确认，否则无效。

the terms and conditions found within this contract constitute the complete and final understanding of the seller and the buyer (hereinafter” the parties”) with respect to the commodity referred to herein . no modification, extension or release from any provision hereof shall be effective unless the same shall be confirmed in writing by the party to be bound .

(b)未经卖方事先书面同意，本合同及合同项下的任何权益不得转让。

neither this contract nor and interest therein shall be assignable witout the prior written consent of the seller.

12．担保：

warranty:

卖方担保所有货物符合第一条规定的规格。除此之外，任何性质的陈述，担保和条件，均予排除并消灭。

the seller warrants that all commodity will conform to the description set out in clause 1. save as aforesaid all representations , conditions and warranties of whatsoever nature are hereby excluded and extinguished.

13．许可证、关税和税收：

licenses,duties and taxes:

除本合同另有规定外，所有进口许可、许可证以及不属于国家的任何政府机构征收的一切进口税、关税和各种税收均由买方负担。

except as otherwise provided herein , all import permits and licenses and the import duties, customs fees and all taxes levied by any government authority other than the seller ’s country shall be the sole responsibility of the buyer.

14．不可抗力：

force majeure:

如果卖方遇到人力不可抗拒事件，包括但不限于火灾、水灾、地震、台风、自然灾害以及任何其他卖方不能合理控制的任何意外事故和情况，阻止、妨碍或干扰了本合同的履行时，本合同规定的卖方履约时间应自动延长，其延长年时间应相当于因人力不可抗拒事件直接地或间接地使卖方不能履行本合同的时间。受不可抗力事件影响的卖方应在合理的时间内，用电报或电传将不可抗力事件的发生通知买方，并于\_\_个月内将有关当局出具的有关不可抗力事件的证明航寄买方。

如果不履约的情况延续达\_\_\_天以上，双方应立即协商修改合同。若从不可抗力事件发生之日起\_\_\_天内双方当事人未能取得双方满意的解决办法时，任何一方都可以终止履行本合同未执行部分。

the time for the performance of the seller’s obligations set forth in this contract shall be automatically extended for a period equal to the duration of any nonperformance arising derecly or indirectly from force majeure events including but not limited to fire , flood , earthquake , typhoon , natural catastrophe ,and all other contingencies and circumstances whatsoever beyond the seller’s reasonable control preventing , hindering or interfering with the performance thereof , the seller so prevented by force majeure shall in reasonable time inform the buyer by cable or telex of the occurrence of force majeure and within one month by air mail a relevant certificate issued by competent authorities as evidence thereof . if the nonperformance lasts for more than \_\_\_ (\_\_\_) days ,the parties shall immediately consult together in an effort to agree upon a revised contract basis .if the parties are unable to arrive at a mutually satisfactory solution within \_\_\_\_\_(\_\_\_) days from the beginning of such force majeure , then either of the parties may terminate the contract in respect of the unexecuted portion of the contract .

15．索赔

claims:

如发现货物在质量、数量或规格方面与本合同第一条规定不符，卖方同意审核任何因此而提出的索赔。该索赔要求应经卖方认可的有信誉的检验机构出具的报告证实。质量方面的索赔要求应于货物到达目的港后\_\_个月内以书面形式提出，数量或规格方面的索赔要求，应于货物到达目的港后\_\_天内以书面的形式提出。

在任何情况下，卖方对利润损失、时间延误、商誉损害或其他由此而引起的任何特殊或间接损失概不负责。

对于任何原因造成的任何性质的一切灭失或损害，卖方的赔偿责任，在任何情况下不得超过索赔部分货物的合同价款，或者根据卖方的选择，对此货物修复或更换。

should the quality , quantity and / or specification of the commodity be found not in conformity with the description set out in clause one , the seller agrees to examine any claim , which shall be supported by a report issued by a reputable surveyor approved by the seller ,claims concerning quality shall be made in writing within \_\_\_months after the arrival of the goods at the port of destination .l claims concerning quantity and / ofr specification shall be made in writing within \_\_\_\_\_\_ days after the arrival of the goods at the port of destination . in no event shall the seller be liable for lost profits , delay , injury to goodwill or any special or consequential damages howsoever any lr the same are caused .

the seller ’ s liability for any and all losses of damages of whatsoever nature resulting from any cause whatsoever shall in no event exceed the portion of the total contract price attributable to commodity in respect of which the claim is made , or at the election of the repair of replacement of such commodity .

16．仲裁：

arbitration:

本合同受\_的法律管辖，并按其进行解释。一切因合同引起的或与合同有关的争议，如果可能，应通过友好协商解决。如果协商不能解决，任何一方都可以提出仲裁。仲裁地点为\_\_\_\_\_\_\_\_\_\_\_\_\_\_。仲裁在\_\_\_\_\_\_\_\_仲裁委员会进行，并适用它的仲裁规则。仲裁裁决是终局的，对双方均有约束力。除仲裁另有裁定外，仲裁费用由败诉方负担。

this contract shall be governed by and construed in accordance with the law of the people ’s republic of china . all disputes arising from or in connection with this contract shall if possible be settled amicably through friendly negotiation . in case no settlement can be reached thereby the dispute may if either party so requires be resolved by the arbitration shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .the arbitration shall take place in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ arbitration commission and its arbitral rules shall be applicable .the award shall be final and binding upon both parties . the arbitration fees ,unless otherwise awarded ,shall be borne by the losing party.

卖方和授权的高级职员或代表于上述日期签订本合同，特此为证。

in witness whereof the seller and the buyer have caused this contract to be executed by their duly authorized officers or representatives as of the day and year first above written.

出卖人：\_\_\_\_\_\_\_\_\_\_ 买受人：\_\_\_\_\_\_\_\_\_\_\_

seller：\_\_\_\_\_\_\_\_\_\_ buyer：\_\_\_\_\_\_\_\_\_\_\_

**英文延长合同范本4**

courtesy of Peter B. Finn, ESQ, Senior Partner, Rubin and Rudman LLP (), .

CONSULTING AGREEMENT

, 200\_ (the \_Effective Date\_) by and between XYZ Corporation, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation duly organized under law and having an usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the “Company\_) and (hereinafter referred to as the \_Consultant\_).

WHEREAS, the Company wishes to engage the Consultant to provide the services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Company and the Consultant, intending to be legally bound, agree to the terms set forth below.

1. TERM. Commencing as of the Effective Date, and continuing for a period of \_\_\_\_ (\_\_) years (the “Term”), unless earlier terminated pursuant to Article 4 hereof, the Consultant agrees that he/she will serve as a consultant to the Company. This Agreement may be renewed or extended for any period as may be agreed by the parties.

2. DUTIES AND SERVICES.

(a) the “Duties” or “Services”).

(b) Consultant agrees that during the Term he/she will devote up to \_\_\_\_ (\_\_) days per month to his/her Duties. The Company will periodically provide the Consultant with a schedule of the requested hours, responsibilities and deliverables for the applicable period of time. The Duties will be scheduled on an as-needed basis.

(c) The Consultant represents and warrants to the Company that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her Duties. Consultant represents

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and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he/she performs Services concurrently with those performed herein.

(d) In performing the Services, Consultant shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Company for any governmental authority with respect to the Company’s business.

3. CONSULTING FEE.

(a) Subject to the provisions hereof, the Company shall pay Consultant a consulting ($\_\_\_\_\_\_) Dollars for each hour of Services provided to the Company (the ting form, a listing of his/her hours, the Duties performed and a summary of his/her activities. The Consulting Fee shall be paid within fifteen (15) days of the Company’s receipt of the report and invoice.

(b) Consultant shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of his/her Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Company.

(c) The Consultant agrees that all Services will be rendered by him/her as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. Consultant agrees to pay all taxes including, self-employment taxes due in respect of the Consulting Fee and to indemnify the Company in the event the Company is required to pay any such taxes on behalf of the Consultant.

4. EARLY TERMINATION OF THE TERM.

(a) If the Consultant voluntarily ceases performing his/her Duties, becomes physically or mentally unable to perform his/her Duties, or is terminated for cause, then, in each instance, the Consulting Fee shall cease and terminate as of such date. Any termination “For Cause” shall be made in good faith by the Company’s Board of Directors.

(b) This Agreement may be terminated without cause by either party upon not less than thirty (30) days prior written notice by either party to the other.

(c) Upon termination under Sections 4(a) or 4(b), neither party shall have any further obligations under this Agreement, except for the obligations which by their terms survive this termination as noted in Section 16 hereof. Upon termination and, in any case, upon the

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Company’s request, the Consultant shall return immediately to the Company all Confidential Information, as hereinafter defined, and copies thereof.

5. RESTRICTED ACTIVITIES. During the Term and for a period of one (1) year thereafter, Consultant will not, directly or indirectly:

(i) solicit or request any employee of or consultant to the Company to leave

the employ of or cease consulting for the Company;

(ii) solicit or request any employee of or consultant to the Company to join the

employ of, or begin consulting for, any inpidual or entity that researches,

develops, markets or sells products that compete with those of the Company;

(iii) solicit or request any inpidual or entity that researches, develops,

markets or sells products that compete with those of the Company, to employ or

retain as a consultant any employee or consultant of the Company; or

(iv) induce or attempt to induce any supplier or vendor of the Company to

terminate or breach any written or oral agreement or understanding with the

Company.

6. PROPRIETARY RIGHTS.

(a) For the purposes of this Article 6, the terms set forth below shall have the following meanings:

(i) to Consultant or which are first developed by Consultant during the course of the performance of Services hereunder and which relate to the Company\' present, past or prospective business activities, services, and products, all of which shall remain the sole and exclusive property of the Company. The Consultant shall have no publication rights and all of the same shall belong exclusively to the Company.

(ii) For the purposes of this Agreement,

Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of the Company including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media

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containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

Notwithstanding the foregoing, the term “Confidential Information” shall not

include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Consultant; (b) can be demonstrated in writing to have been rightfully in the possession of Consultant prior to the disclosure of such information to Consultant by the Company; (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Consultant; or (d) is supplied to Consultant by a third party without binder of secrecy, so long as that such third party has no obligation to the Company or any of its affiliated companies to maintain such information in confidence.

(b) Except as required by Consultant\'s Duties, Consultant shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, Concepts, or Ideas to any third party without the prior written consent of the Company which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the Company.

(c) All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of the Company\' products and services, records, notebooks and all other materials containing Confidential Information or information about Concepts or Ideas (including all copies and reproductions thereof), that come into Consultant\'s possession or control by reason of Consultant\'s performance of the relationship, whether prepared by Consultant or others: (a) are the property of the Company, (b) will not be used by Consultant in any way other than in connection with the performance of his/her Duties, (c) will not be provided or shown to any third party by Consultant, (d) will not be removed from the Company\'s or Consultant’s premises (except as Consultant\'s Duties require), and (e) at the termination (for whatever reason), of Consultant\'s relationship with the Company, will be left with, or forthwith returned by Consultant to the Company.

(d) The Consultant agrees that the Company is and shall remain the exclusive owner of the Confidential Information and Concepts and Ideas. Any interest in patents, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas,

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know-how, data and analysis, whether registrable or not (\_Developments\_), which Consultant, as a result of rendering Services to the Company under this Agreement, may conceive or develop, shall: (i) forthwith be brought to the attention of the Company by Consultant and (ii) belong exclusively to the Company. No license or conveyance of any such rights to the Consultant is granted or implied under this Agreement.

(e) The Consultant hereby assigns and, to the extent any such assignment cannot be made at present, hereby agrees to assign to the Company, without further compensation, all of his/her right, title and interest in and to all Concepts, Ideas, and Developments. The Consultant will execute all documents and perform all lawful acts which the Company considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement.

7. EQUITABLE RELIEF. Consultant agrees that any breach of Articles 5 and 6 above by him/her would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of Consultant\'s obligations hereunder.

8. WAIVER. Any waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the Company shall be in writing.

9. SEVERABILITY; REFORMATION. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

10. ASSIGNMENT. The Company shall have the right to assign its rights and obligations under this Agreement to a party which assumes the Company\' obligations hereunder. Consultant shall not have the right to assign his/her rights or obligations under this Agreement without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the Consultant\'s heirs and legal representatives in the event of his/her death or disability.

**英文延长合同范本5**

买 方：

The Buyers：

卖方：

The Sellers：

兹经买卖双方同意按照以下条款由买方购进，卖方售出以下商品：

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 under-mentioned goods subject to the terms and conditions as stipulated hereinafter：

（1） 商品名称：

Name of Commodity：

（2） 数 量：

Quantity：

（3） 单 价：

Unit price：

（4） 总 值：

Total Value：

（5） 包 装：

Packing：

（6） 生产国别：

Country of Origin ：

（7） 支付条款：

Terms of Payment：

（8） 保 险：

insurance：

（9） 装运期限：

Time of Shipment：

（10） 起 运 港：

Port of Lading：

（11） 目 的 港：

Port of Destination：

（12）索赔：在货到目的口岸×天内如发现货物品质，规格和数量与合同不附，除属保险公司或船方责任外，买方有权凭中国商检出具的检验证书或有关文件向卖方索赔换货或赔款。

Claims：Within × days after the arrival of the goods at the destination， should the quality， Specifications or quantity be found not in conformity with the stipulations of the contract except those claims for which the insurance company or the owners of the vessel are liable， the Buyers shall， have the right on the strength of the inspection certificate issued by the and the relative documents to claim for compensation to the Sellers

（13）不可抗力：由于人力不可抗力的原由发生在制造，装载或运输的过程中导致卖方延期交货或不能交货者，卖方可免除责任，在不可抗力发生后，卖方

须立即电告买方及在×天内以空邮方式向买方提供事故发生的证明文件，在上述情况下，卖方仍须负责采取措施尽快发货。

Force Majeure ：The sellers shall not be held responsible for the delay in shipment or non-deli-very of the goods due to Force Majeure， which might occur during the process of manufacturing or in the course of loading or transit. The sellers shall advise the Buyers immediately of the occurrence mentioned above the within × days there after . The Sellers shall send by airmail to the Buyers for their acceptance certificate of the accident. Under such circumstances the Sellers， however， are still under the obligation to take all necessary measures to hasten the delivery of the goods.

（14）仲裁：凡有关执行合同所发生的一切争议应通过友好协商解决，如协商不能解决，则将分歧提交中国国际贸易促进委员会按有关仲裁程序进行仲裁，仲裁将是终局的，双方均受其约束，仲裁费用由败诉方承担。

Arbitration ：All disputes in connection with the execution of this Contract shall be settled friendly through negotiation. in case no settlement can be reached， the case then may be submitted for arbitration to the Arbitration Commiss

ion of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedure promulgated by the said Arbitration Commission . The Arbitration committee shall be final and binding upon both parties and the Arbitration fee shall be borne by the losing parties.

买方： The Buyers：

授权代表签字 Signed Plenipotentiaries Signed

卖方：

The Sellers

授权代表签字

Plenipotentiaries

**英文延长合同范本6**

租 赁 合 同- LEASE CONTRACT

出租人LESSOR： \_\_\_\_\_\_\_\_\_\_\_\_\_\_

(以下简称甲方Hereafter referred to as “PARTY A”)

电话Tel：\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 手机Mobile：\_\_\_\_\_\_\_\_\_\_\_\_\_\_

承租人LESSEE：

(以下简称乙方Hereafter referred to as “PARTY B”)

通讯地址Mail Add：

电话Tel： 传真Fax：

住客姓名The occupants of the premises will be：

甲、乙双方经协商一致，订立本合同。合同内容如下：

This lease has been mutual agreed and set up by PARTY A and PARTY B as the following:

1. 出租物业The Premises to be leased are described as follows:

地址Location:

面积Area:

电话Tel: \_\_\_\_\_条IDD直线, \_\_\_\_ IDD lines

2 租金Rental:

租金每月为 元整， 形式支付

PARTY B shall pay as rent the sum of ; per month.

租金包括家具和电器的配置(详见附件), 供暖费, 物业管理费、水费,电费,+煤气费、健身卡、卫星收视费。 The Rent includes the Furniture、the Electrical Appliances （see Appendix A）, Heating Fee, Management fee，water fee , electricity fee, gas fee，Fitness card，Satellite TV service fee.

租金应在入住前及此后每月的 号前支付。甲方应在收到租金后向乙方开具正式发票。甲方应每月提前向乙方发出支付租金的书面通知。

The first rental shall be paid before moving in and the following rental shall be paid before the th of each succeeding 1 month’ term. PARTY A shall issue to PARTY B official invoice （Fapiao） upon receiving the rental. Party A shall send prior writte

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