# 装修英文合同范本(汇总10篇)

来源：网络 作者：悠然小筑 更新时间：2024-12-11

*装修英文合同范本1房地产买卖协议SALES CONTRACT FOR REAL ESTATE出售方：（以下简称“甲方” ）买受方： （以下简称“乙方” ）中介方：上海臣信房地产经纪有限公司 （以下简称“丙方” ）Seller: （herei...*

**装修英文合同范本1**

房地产买卖协议

SALES CONTRACT FOR REAL ESTATE

出售方：（以下简称“甲方” ）

买受方： （以下简称“乙方” ）

中介方：上海臣信房地产经纪有限公司 （以下简称“丙方” ）

Seller: （hereinafter “Party A” ）

Buyer: (hereinafter “Party B”)

Broker：Shanghai Chenxin Real Estate Co., Ltd. （hereinafter “Party C” ）

经丙方中介介绍，甲、乙双方就上海市\_\_\_\_\_\_\_\_\_\_区\_\_\_\_\_\_\_\_\_\_路\_\_\_\_\_\_弄\_\_\_\_\_\_\_\_\_\_号\_\_\_\_\_\_室及\_\_\_\_\_\_\_\_\_\_车位（以下简称“该房地产”）的转让事宜，签订本协议，协议内容如下（有□选择的，以√为准）：

With the introduction of Party C, Party A and Party B enter into the agreement concerning the transfer of \_\_\_\_ Suite and its ancillary carport located at \_\_\_\_ of \_\_\_\_\_ Alley, \_\_\_\_\_Avenue \_\_\_\_\_District of Shanghai (hereinafter as “Real Estate”) detailed as follows (“√” shall be filled in the corresponding“□”, if appropriate):

>一、 【该房地产基本情况】

1. BASIC INFORMATION

1、 该房地产：房地产权证书号为：\_\_\_\_\_\_\_\_\_\_\_\_\_\_；房屋面积：\_\_\_\_\_\_\_\_\_\_\_\_平方米；车位面积：\_\_\_\_\_\_\_\_\_\_\_平方米。

2、 该房地产 □ 已 □ 未设定抵押。

3、 该房地产 □ 已 □ 未出租。若该房地产已出租，则甲方应保证承租人已经放弃优先购买权，若因承租人以优先购买权引发纠纷，则甲方愿意承担全部法律责任。

4、 有关该房地产的权属情况，若上述填写资料与实际情况不符或不详尽的，以上海市房地产登记簿记载的信息为准。

1) Certificate of title to this real estate is numbered as \_\_\_\_\_\_\_\_\_\_ with floor space of \_\_\_\_\_\_ ㎡and the related carport are \_\_\_\_\_\_ ㎡.

2) Mortgage is made on this real estate: □ Yes □ No.

3) This real estate has been leased: □ Yes □ No. If “Yes”, Party A shall guarantee that lessee has waived the right of preemption. Any and all legal liabilities arising out of or in connection with the exercise of such rights by lessee shall be borne by Party A.

4) If the title of this real estate mentioned above is not clearly indicated or is incorrect, information listed in the register of Shanghai Real Estate Office shall be applied.

>二、 【转让总价及定金与款项的选择适用】

2. TRANSFER PRICE AND DEPOSIT, OPTION OF PAYMENT

甲乙双方明确，该房地产的转让总价款：人民币大写\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元（其中含车位转让款人民币\_\_\_\_\_\_\_\_\_\_\_元）。乙方于签署本协议时，支付诚意金人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 元至中介方，并委托中介方与甲方洽谈；若甲方接受交易条件并签署本协议，则乙方委托中介方将诚意金转交给甲方作为款项。若至\_ \_\_\_年\_\_\_\_\_月\_\_\_\_日，甲方仍未签署本协议的，则乙方有权至中介方处无息取回诚意金；若乙方未按时取回诚意金，则视为继续委托中介方与甲方洽谈。本协议签订当日乙方直接向甲方支付款项人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元。 甲方同意在本合同签订后 日内，乙方向甲方支付款项人民币元，该款项由乙方或乙方授权的其他人以现金方式交付或支付至甲方的指定账户，若采用支付至甲方指定账户的，下述账户已为甲方所确认：

户名：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 账号：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 开户行：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party A and Party B expressly agree that the total transfer price of this real estate is CNY \_\_\_\_\_\_\_\_ inclusive of transfer price of carport as CNY \_\_\_\_\_\_\_. Party B agree that it shall pay Earnest Money as CNY \_\_\_\_\_\_\_\_ to Party C at this contract date and entrust Party C to negotiate with Party A. if Party A accept and sign this contract, Party B may authorize Party C to transfer such Earnest Money to Party A as deposit; provided, however, Party B may require the repayment of Earnest Money free of interests by Party C if Party A fail to sign this contract prior to \_\_\_\_\_\_\_\_\_\_\_. In such event, it shall constitute that continue entrustment has been granted to Party C if Party B fail to take such Earnest Money in due time. Party B shall pay CNY \_\_\_\_\_\_\_\_\_\_ to Party A directly as deposit at this contract date. Party A agree that Party B may pay CNY \_\_\_\_\_\_\_\_\_\_ to it as deposit within \_\_\_\_\_\_ days from this contract date. Such deposit shall be paid in cash by Party B or its designee or made through T/T to the following bank account affirmed by Party A: Account Holder: \_\_\_\_\_\_\_\_Bank Account: \_\_\_\_\_\_\_ Bank Name: \_\_\_\_\_\_\_\_\_

>三、 【买卖交易细则】

3. SALES RULES

1) 转让总价款：人民币大写\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_元（其中含车位转让款人民币大写\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 元）。

2) 双方同意按以下方式支付款项：

第一笔房款： 甲、乙双方同意自《上海市房地产买卖合同》示范文本签订后\_\_\_\_\_日内，乙方向甲方支付的上述款项 人民币\_\_\_\_\_\_\_\_\_元作为乙方支付的首笔房款。

第二笔房款：乙方于\_\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日前，支付甲方房款人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元。

第三笔房款：可按以下情况选择支付方式： □ 乙方通过银行按揭贷款的方式向甲方支付第三笔房款人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元，该款项由 银行在取得抵押人为乙方的他项权利证明后直接划入甲方帐户。 □ 甲乙双方同意共同至房地产交易中心办理该房地产过户手续，并取得房地产登记处的核发的收件收据后\_\_\_\_\_日内，乙方向甲方支付房款人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元。

第四笔房款：□在办妥房屋交付手续当日，乙方向甲方支付房款人民币\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_元。 □甲乙双方同意，在签署买卖合同时将交房款人民币\_\_\_\_\_\_\_\_\_\_\_\_元交丙方监管至房屋交付手续办妥之日，丙方凭《房屋交接书》向甲方支付上述款项。

1） The total transfer price of this real estate is CNY \_\_\_\_\_\_\_\_ inclusive of transfer price of carport as CNY \_\_\_\_\_\_\_.

2） Such transfer price shall be made in installments as follows:

The first installment shall be made to Party A by Party B as CNY \_\_\_\_\_\_\_\_ (inclusive of deposit) within \_\_\_\_\_\_ days from commencement date of Sales Contract for the Real Estate Located in Shanghai City (“Sales Contract”).

The second installment as CNY \_\_\_\_\_\_\_\_\_\_\_\_\_\_shall be made to Party A by Party B prior to \_\_\_\_\_\_\_\_\_\_\_. The third installment may be made as follows:

□ CNY \_\_\_\_\_\_\_\_\_ as third installment shall be made to Party A by Party B through bank mortgage loans, which shall be directly paid to Party A’s bank account upon the certificate evidencing Party B as mortgagor has been presented to the lending bank, provided, □ Party A and Party B agree to fulfill the transfer formalities for this real estate before Real Estate Trading Center and Party B shall pay Party B CNY \_\_\_\_\_\_\_\_\_\_\_\_\_ within \_\_\_\_\_days upon the certificate issued by real estate register has been fourth installment as CNY \_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid. □ To Party A by Party B at the date on which the transfer formalities of this real estate has been fulfilled; or □ to Party A by Party C upon the receipt of Deed of Transfer if, as agreed by Party A and Party B, CNY \_\_\_\_\_\_\_ equal to such fourth installment has been delivered to Party C for escrow until the full fulfillment of transfer formalities.

3） 产权过户：待该房地产之抵押登记（若有）已经注销且乙方申请的按揭贷款（若有）经银行审核通过，具备过户条件具备后，最晚不迟于\_\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日，共同至该房地产所在区交易中心办理房地产过户手续。

3）Transfer. Within \_\_\_\_\_ days upon the revocation of mortgage registration for this real estate (if any) and the loans acquired by Party B therefore (if any) satisfying the applicable requirements after the review of related bank (in no event late than \_\_\_\_\_\_\_), Party A and Party

B shall fulfill the transfer formalities before the trading center of that district where this real estate is located.

4） 房屋交付：甲方于收到乙方全部转让款项当日，将该房地产交付乙方，双方应签署《房屋交接书》。交付前的物业管理费及公用事业费由甲方承担，交付后的物业管理费及公用事业费由乙方承担。固定装修、附属设施设备以及经甲乙双方确认的家电、家具等价格已经包含在该房地产转让总价款内，甲方须保证该房屋内附属设施、设备均能正常使用及室内装饰与签订买卖合同之日的状况相符。

4）Delivery. At the date on which all transfer prices，party A shall deliver this real estate to Party

B and the Certificate of Transfer and Handover shall be concluded by the Parties therefore. Property Management Fees and Utilities Expenses arising out of or in connection with this real estate shall be borne by Party A prior to such delivery, or shall be borne by Party B upon such delivery.

Charges or expenses related to the fixtures and ancillary equipments & facilities of this real estate, as well as the prices of home appliances and furniture agreed by the Parties, have been included in the transfer price and Party A guarantee that all such ancillary equipments & facilities may work properly, all interior decorations thereof satisfy the conditions provided herein .

5）相关费用：Miscellaneous Charge.

[交易税费]：双方同意，交易中所涉及的上述买卖双方的税费由 □各自承担并支付；□由甲方承担并支付；□由乙方承担并支付。

[公证费]：若交易涉及买卖合同公证，费用由□双方分担并支付；□由甲方承担并支付；□由乙方承担并支付。

[中介报酬]：对于中介方提供中介服务所产生的报酬事宜，详见附件“中介服务确认书”。 Trade Tax. The Parties agree that any and all taxes and charges arising out of transaction hereunder shall be borne and paid by □ Party A; or □ Party B.

Notary Fees. Any notary fees arising out of or in connection with transaction hereunder shall be borne and paid by □ Party A; □ Party B; or □ Party A and Party B. Brokerage

fees. Brokerage feess paid to broker for any brokerage service provided shall be detailed in attached Schedule “Acknowledgement of Brokerage fees”.

>四、【法律责任的选择适用】

4. APPLICATION OF LEGAL LIABILITIES

甲方保证该房地产产权清晰、权属明确，无异议登记、单方预告登记，无司法、行政查封等限制性交易情形存在；若因本条所述情况导致本协议效力瑕疵，甲方应返还乙方所有已付房款并赔偿乙方实际损失。

Party a guarantees that it has full and clear ownership to this real estate, which is free of any dispute registered, unilateral advanced registration, judicial or administrative attachment or other events restricting trades. If any defect affecting the validity of this Contract is occurred due to any misrepresentation hereunder, Party A shall refund all transfer prices paid by Party B, and indemnify any and all losses and damages suffered by Party B there-from.

>五、【争议解决】

6. DISPUTE SETTLEMENT

各方在本协议履行过程中发生争议的，应友好协商；协商不成的，应向该房地产所在地人民法院起诉。

Any dispute arising out of or in connection with the performance hereof shall be settled by amiable negotiation, if fails, either Party may bring a lawsuit before the People’s Court with jurisdiction where this real estate is located.

>六、【合同效力】

6. VALIDITY

本协议自甲、乙双方签署起对甲、乙生效，丙方签署后对丙方生效，一式三份，甲、乙、丙三方各执一份。

This Contract shall have binding force to Party A and Party B upon signatures of such two Parties are made hereon, and shall have binding force to Party C if signature of Party C is also made hereon. This Contract shall be executed in triplicate and each Party shall have one copy.

**装修英文合同范本2**

SALES CONTRACT

NO.:BS08125 DATE:

THE SELLER: BLUE SKY INTERNATIONAL TRADING CO.,LTD.

118# 5TH NORTH RING ROAD, BEIGING,

THE BUYER:STAR CORPORATION

5 KINGROAD DUBAI, UAE

This Contract is made by and between the Buyer and Seller, whereby the Buyer agree to buy and the Seller agree to sell the under-mentioned commodity according to the terms and conditions stipulated below:

数量和金额可以上下浮动5%

PACKING:20 pieces of Baby Blankets are packed in one export standard carton, solid color and size in the same carton. 包装：20条童毯被装进一项输出品标准硬纸盒、一样颜色和尺寸的装在相同的硬纸盒。

MARKS: Shipping mark includes STAR ,S/\_o. ,style No. , port of destination and carton No. 唛头：运输唛头包括STAR（公司名）、合同(sales contract）号码，款式号码，目的港和纸箱号码

Side mark must show the color, the size of carton and pieces per carton.

侧唛头必须显示纸箱颜色，规格和每箱（童毯）条数

TIME OF SHIPMENT:装运期

Within 60 days upon receipt of the L/C which accord with relevant clauses of this Contract.收到符合合同的信用证，六十天内

PORT OF LOADING AND DESTINATION: From Tianjin, China to Dubai, UAE

装运港 目的港

Transshipment is allowed and partial shipment is prohibited.

转运被允许，而且分批装运被禁止。

INSURANCE: To be effected by the Seller for 110% of invoice value covering All Risks and War Risks as per CIC of PICC dated 01/01/1981.保险：卖方按合同金额的110% 投保 包含的一切险和战争险依照1981年的 PICC 规则的 CIC 条约。

TERMS OF PAYMENT: By irrevocable Letter of Credit at 60 days after sight, reaching the Seller not later than , 20xx and remaining valid for negotiation in China for further 15 days after the affected shipment. In case of late arrival of the L/C, the Seller shall not be liable for any delay in shipment and shall have the right to rescind the contract and /or claim for damages.付款期限：不可撤销信用证，见票后60天付款.卖方收到信用证不得晚于08年11月30号。偿付通知议付在中国 装船后15天内提交单据，如果信用证迟到，卖方将不负责装船中的任何延迟而且将有权利废止合同和│或损害要求（赔偿）。

DOCUMENTS:文件

+Signed invoice in triplicate, one original of which should be certified by Chamber of Commerce or CCPIT and legalized by UAE embassy/consulate in seller’s country.

＋签署的单据一式三份，一份正本应该被商会或 CCPIT （贸促会）检定而且在卖方的国家被阿拉伯联合大公国大使馆│领事法律上认为正当。

+Full set (3/3) of clean on board ocean bill of lading marked “freight prepaid” made out to order blank endorsed notifying the applicant.

＋全套 （3|3) 清洁海运提单 标记\" 船货预付 \" 空白抬头提单通知申请人。 +Insurance policy in duplicate endorsed in blank.

＋保险单一式两份空白背书。

+Packing list in triplicate.

＋包装目录一式三份

+Certificate of origin certified by Chamber of Commerce or CCPIT and legal

ized by UAE embassy/consulate in seller’s country.

＋被商会或 CCPIT（贸促会） 检定的原产地证明书而且在卖方的国家根据阿拉伯联合大公国大使馆│领事法律上认为正当。

INSPECTION: The certificate of quality issued by the China Entry-Exit Inspection and Quarantine Bureau shall be taken as the basis of delivery.

检验：质量证书根据中国进出口检验检疫局发行，将当做交付的基础。

CLAIMS: In case discrepancy on the quality or quantity of the goods is found by the Buyer, after arrival of the goods at the port of destination, the Buyer may, within 30 days and 15 days respectively after arrival of the goods at the port of destination, lodge with the Seller a claim which should be supported by an Inspection Certificate issued by a public surveyor approved by the Seller. The Seller shall, on the merits of the claim, either make good the loss sustained by the Buyer or reject their claim, it being agreed that the seller shall not be held responsible for any loss or losses due to natural cause failing within the responsibility of Ship owners of the Underwriters. The Seller shall reply to the Buyer within 30 days after receipt of the claim.

索赔：买方发现货物在质量和数量上有差异，货物到达目的港后，买主可以，在30 天到15 天之内，在货物抵达后在目地港，向卖方提出要求，要求应该被一份被卖方核准的公众的检查官发行的检验证书支援。卖方，在在赔偿要求中，要么承受买方损失 要么拒绝索赔，经双方同意，卖方将不承担任何损失 或者 损失是由自然原因将或由船方造成的损失 卖方应在30天内答复买方。

LATE DELIVERY AND PENALTY: In case of late deliver, the Buyer shall have the right to cancel this contact, reject the goods and lodge a claim against the Seller. Except for Force Majeure, if late delivery occurs, the Seller must pay a penalty, and the Buyer shall have the right to lodge a claim against the Seller. The rate of penalty is charged at for every 7 days, odd days less than 7 days should be counted by the paying bank or the Buyer from the payment.

迟期交货及刑罚:以防迟到的传递,需方有权取消这个合同,拒绝接受货物和向卖方提出索赔。除不可抗力,如果迟期交货时,卖方必须支付违约金,买方有权向卖方提出索赔。罚金是,每7天,天数不到7天应安7天算 由银行付款银行或由买方的货款中扣除。

FORCE MAJEURE: The Seller shall not held responsible if they, owing to Force Majeure cause or causes, fail to make delivery within the time stipulated in the Contract or cannot deliver he goods. However, in such a case, the Seller shall inform the Buyer immediately by cable and if it is requested by the Buyer, the Seller shall also deliver to the Buyer by registered letter, a certificate attesting the existence of such a cause or causes.

不可抗力:卖方不负责,但卖方必须立即以传真或原因,不可抗力原因,未能交货时间内应收的合同或不能救他的货物。然而,在这种情况下,卖方应立即以电报通知买方。如果是按照买主的要求,卖方应负责向买方把挂号信,证书,证明这样的原因还是存在的原因。

ARBITRATION: All disputes in connection with this contract or the execution thereof shall be settled amicably by negotiation. In case no settlement can be reached, the case shall then be submitted to the China International Economic Trade Arbitration Commission for settlement by arbitration in arbitration in accordance with the Commission’s arbitration rules. The award rendered by me commission shall be final and binding on both parties. The fees for arbitration shall be borne by the losing

party unless otherwise awarded.

仲裁:凡有关本合同或实施应通过友好协商予以解决。若通过友好协商未能达成协议,则应提交中国国际经济贸易仲裁委员会仲裁在解决根据该会的仲裁规则进行仲裁。我的裁决是中局的,对双方都有约束力。仲裁费用应由败诉方承担除非另有判决。

This contract is made in four original copies and becomes valid after signature, two copies to be held by each party.

本合同正本及成为四个有效签名后,双方各两份。

Signed by:

THE SELLER:

BLUE SKY INTERNATIONAL TRADING CO, .LTD.

Tian Fang THE BUYER: STAR CORPORATOON Lamia Khashoggi

**装修英文合同范本3**

NECESSARY TERMS OF ENGLISH CONTRACT

1.前言 Preamble

一份标准英文合同通常可以分为前言（Preamble）、正文（Operative part）、附录（Schedule）及证明部分即结束词（Attestation）四大部分组成。 前言（Preamble）由“Parties”及“Recitals”两部分组成。

“Parties”为必备条款，在很多时候称为“commencement”即合同的开场白，主要介绍合同各方的名称或姓名、注册地及地址、邮编及在合同中的简称。当然，并不是所有的合同都要详细介绍以上诸要素，在许多简单合同中，只是提一下各方的名称。

I. 以下为“Parties”的常用表达方式：

1. This Agreement is entered into by and between \_\_\_\_ and \_\_\_\_. 本协议由以下双方\_\_\_\_和\_\_\_ 签署。

2. This Agreement is entered into by and between \_\_\_\_ (hereinafter referred to as\_\_\_\_) and \_\_\_\_ (hereinafter referred to as \"\_\_\_\_\_\"), whereby it is agreed as follows:

本协议由以下双方\_\_\_\_（以下简称\_\_\_\_）和\_\_\_\_\_（以下简称\_\_\_）签署，达成如下协议：

注：在很多合同中，这部分加入签约事由，如：

This Agreement is entered into through friendly negotiations between \_\_\_\_\_ Co.

(hereinafter referred to as the “Party A”) and \_\_\_\_\_ Co. (hereinafter referred to as the “Party B”) based on equal

ity and mutual benefit to develop business on the terms and conditions set forth below:

本协议由\_\_\_\_\_（以下称为甲方）和\_\_\_\_（以下称为乙方）为发展业务在平等互利的基础上签订，其条款如下：

This Agreement is entered into between \_\_\_\_\_ (hereinafter referred to as \"Company\"), and \_\_\_\_\_\_, (hereinafter referred to as \"Employee\") pursuant to paragraph VIII(2) of the Employee Handbook, whereby it is agreed as follows:

本“协议”由\_\_\_\_\_（以下简称“公司”）与\_\_\_\_\_（以下简称“雇员”）根据“雇员手册”第VIII(2)款签署，“协议”内容如下：

II. 以下为标准的“Parties”条款：

3. This Agreement is made and entered into this \_\_\_\_\_th day of \_\_\_\_\_ in the year of \_\_\_\_ by and between \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), and \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), whereby it is agreed as follows:

本合约由\_\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点在\_\_\_\_\_\_（下称\_\_\_\_\_），与\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点\_\_\_\_\_\_（下称代理人），于\_\_\_\_\_日签订和缔结，协议如下：

III. “Recitals”由数个以\"Whereas\"字样开头的句子所组合而成（这些句子俗称为“Whereas Clauses”），表示当事人乃是在基于对这些事实（例如订约的目的、背景来由等）的共同认识，订立此合约。

4. This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_ by and between \_\_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), and \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_ (hereinafter referred

to as “\_\_\_\_\_”)

WITNESSED

WHEREAS, NOW THEREFORE, the parties hereto agree as follows:

本合约由\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点在\_\_\_\_\_\_（下称\_\_\_\_\_）（或下称供应商），与\_\_\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点\_

因此，双方当事人达成以下协议：

注：WITNESSED可以用WITHNESSTH、WITHNESSTH THAT等来代替。

IV. 在很多美国常用合同中，在很多情况下直接用RECITALS引导数个陈述语句或“Whereas Clauses”。下面为一个资产购买协议实例：

This ASSET PURCHASE AGREEMENT (the \"Agreement\") is made and entered into as of May 19, 1997 by and among AAA, a Delaware corporation (\"AAA\"), BBB, a Delaware corporation and wholly-owned subsidiary of AAA (\"Buyer\"), CCC (\"Summit\"), and DDD, an Oregon corporation and wholly-owned subsidiary of Summit (\"Seller\").

RECITALS

A. The Boards of Directors of each of Summit, Seller, AAA and Buyer believe it is in the best interests of each company and their respective security holders that Buyer acquire certain listed assets and assume certain listed liabilities of Seller (the \"Acquisition\").

B. On the date hereof, Buyer has executed a $2,000,000 irrevocable purchase order to purchase 400 time-based licenses for Summit\'s Visual HDL interfaces for Visual Test bench (\"VTB\") software on AAA\'s standard form of purchase order, which is payable within five (5) business days after the date hereof.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

2.定义 Definition

在正文（Habendum）部分，通常第一章为定义（Definitions）部分。

定义条款即对合同中涉及的术语及名词作出限定、解释的条款。它可以散见于合同各个部分，但对于一些大型的、重要的合同，通常将其置于第一章。

I. 常见的定义语句常用mean, refer to, be construed as, include等来表达。如：

1. \"Territory\" means the United States of America.“销售地区”是指\_合众国。

2. “Commencement date” shall mean the date of signing this agreement by the last signing party hereto.

“协议生效日”是指本“协议”最后签字的一方签署本“协议”的日期。

3. The “agreement” herein referred to shall mean this agreement of agency by entrustment.

“协议”在这里是指本委托代理协议。

4. “Code” shall refer to the current and applicable Internal Revenue Code.

“法”是指当前可用的国内税收法。

5. Reference to any statutory provision shall be construed as a reference to the same as it may have been, or may from time be, amended, modified or re-enacted.

引用法律规定理解为引用其本身外，还包括其修订、修正或重新实施案。

6. \"Expenses\" include costs, charges and expenses of every description. “费用”包括各种形式的金钱支出。

II. 还有一类特殊的定义语句，即对于「单、复数」及「阴、阳性」名词的范围定义。通常都是用include来表达：

1. \"Stock Certificate\" includes \"stock certificate\" and \"stock certificates\".

合同中的“股票”，包括单数与复数。

2. \"He\" includes \"he\" and \"she\".

合同中的“他”，包括“他”与“她”。

3. Words using the singular or plural number also include the plural or singular number.

采用单数或复数的单词也包括复数或单数。

III. 定义语句中，有时需限定范围。而通常用得最多的是：“for the purpose of ”及“in relation to”某概念的定义条款，如果适用范围仅限于合同的“特定部份”，可以用“for the purpose of ”来为定义条款起头。而如果定义条款是针对合同的“特定概念”，就用“in relation to”来界定。如下例：

1. For the purpose of this Agreement, \"Products\" means all types of the machineries manufactured by Manufacturer as are specified in Attachment

A hereto.

本协议所称的“产品”，指制造人所制造如附件A表列之各式机器。

2. \"Address\" means－

(a) 就自然人而言in relation to an inpidual, his usual residential or business address; and

(b) in relation to a corporation, its registered or principal office in the Republic of China.

“地址”就自然人而言，指通常之居所或工作场所；就公司而言，指位于\_之注册所在地或主营业所。

IV. 在定义条款中，在定义语句前有时会加上一些陈述语句来引导，如：

**装修英文合同范本4**

英文释义: of this

中文译词:关于此点；在本文件中

用法:在表示上文已提及的“本合同的、本文件的??”时，使用该词。例如表示本合同条件、条款时，可以说“the terms, conditions and provisions hereof”，这里hereof表示“of this Contract”；又如表示本工程的任何部分，可用“any parts hereof”，这里hereof表示“of this Works”。 语法：一般置于要修饰的名词的后面，与之紧邻。

hereof和thereof的区别：hereof强调“of this”。例如，上面的“the terms, conditions and provisions thereof”中的thereof表示of the Contract；“any parts thereof”中的thereof表示of the Works。

Whether the custom of the Port is contrary to this Clause or not, the owner of the goods shall, without interruption, by day and night, including Sundays and holidays (if required by the carrier), supply and take

delivery of the goods. Provided that the owner of the goods shall be liable for all losses or damages including demurrage incurred in default on the provisions hereof.

注释：

（1） Whether the custom of the Port is contrary to this Clause or not：不论港口习惯是否与本款规定相反，whether? or not：不论??是否

（2） the owner of the goods：货方

（3） without interruption：无间断地

（4） carrier：承运人

（5） in default on the provisions hereof：违反本款规定 hereof：of this Clause

参考译文：

不论港口习惯是否与本款规定相反，货方都应昼夜地，包括星期日和假日（如承运人需要），无间断地提供和提取货物。货方对违反本款规定所引起的所有损失或损坏，包括滞期应负担赔偿责任。

Foreign trade dealers as mentioned in this Law shall, in accordance with the provisions hereof, cover such legal entities and other organization as are engaged in foreign trade dealings.

注释：

（1） foreign trade dealers：对外贸易经营者

（2） as mentioned in this Law：本法所称

（3） the provisions hereof：the provisions of this Law 本法规定

（4） legal entity：法人

（5） be engaged in foreign trade dealings：从事对外贸易经营活动 参考译文：

本法所称对外贸易经营者，是指依照本法规定从事对外贸易经营活动的法人和其他组织。

The establishment of a limited liability company or a company limited by shares shall comply with the conditions and provisions of this Law. A company complying with the conditions and provisions hereof may be registered as a limited liability company or a company limited by shares. Provided that if a company fails to comply with the conditions and provisions hereof, the company in question shall not be registered as a limited liability company or a company limited by shares.

注释：

（1）a limited liability company：有限责任公司

（2）a company limited by shares：股份有限公司

（3）provisions hereof：本法规定 hereof: of this Law

（4）may be registered as：登记为

参考译文：

设立有限责任公司、股份有限公司，必须符合本法规定的条件。符合本法规定的条件的，登记为有限责任公司或者股份有限公司；不符合本法规定的条件的，不

得登记为有限责任公司或股份有限公司。

If, as a result of withdrawal or any other reasons, an arbitrator fails to perform his duties as an arbitrator, another arbitrator shall, in accordance with the provisions hereof, be selected or appointed. 注释：

（1） as a result of withdrawal or any other reasons：回避或者其它原因

（2） arbitrator：仲裁员

（3） the provisions hereof：the provisions of this Law 本法规定

（4） be selected or appointed：选定或指定

参考译文：

仲裁员因回避或者其它(转 载于: 博 威范文 网:>协议书英文怎么写)原因不能履行职责的，应当依照本法规定重新选定或指定仲裁员。

In the event of conflict between the provisions on arbitration formulated and prepared prior to the effective date of this Law and the provisions of this Law, the provisions hereof shall prevail.

注释：

（1） conflict：相抵触

（2） prior to the effective date of this Law：本法施行前

（3） the provisions hereof shall prevail：以本法为准 hereof：of this Law 参考译文：

本法施行前制定的有关仲裁的规定与本法的规定相抵触的，以本法为准。 例6

Where, in accordance with laws, the circumstance(s) specified in Article 15 and Article 16 of this Law is /are confirmed, the organization with compensatory obligations shall pay compensation in any of the circumstance in question.

Where the claimant for compensation demands the confirmation of one of the circumstances specified in Article 15 and Article 16 hereof, and the demanded organization refuses to make the confirmation, the claimant shall have the right to lodge a complaint. Where the claimant claims compensation, the claim, shall, first, be lodged to the organization for compensatory obligations.

The provisions of Article 10, Article 11 and Article 12 hereof shall apply to/ in the procedures of compensation.

注释：

（1） the organization with compensatory obligations：赔偿义务机关

（2） shall pay compensation：应当给予赔偿

（3） the claimant for compensation：赔偿请求人

（4） Article 15 and Article 16 hereof：本法第十五条、第十六条 hereof：of this Law

（5） shall have the right to lodge a complaint：有权申诉

（6） claims compensation：要求赔偿

（7） apply to/ in：适用 More Examples: The comment applies equally here. /That argument does not apply in this case. /That applies to at least nine-tenths of the people we see about. /These remarks apply to every town in this kingdom. /The rules of safe driving apply to everyone. 参考译文：

赔偿义务机关对依法确认有本法第十五条、第十六条规定的情形之一的，应当给予赔偿。

赔偿请求人要求确认有本法第十五条、第十六条规定情形之一的，被要求的机关不予确认的，赔偿请求人有权申诉。赔偿请求人要求赔偿，应当先向赔偿义务机关提出。赔偿程序适用本法第十条、第十一条、第十二条的规定。

If an arbitrator involved in one of circumstances specified in Item 4, Article 34 of this Law, and if it is serious, or those specified in Item 6, Article 58 hereof, the arbitrator in question shall, in accordance with the law, bear the legal liability and responsibility. The arbitration commission shall remove the name of the arbitrator in question from the list of arbitrators.

注释：

（1） arbitrator：仲裁员

（2） Article 58 hereof：本法第五十八条 hereof：of this Law

（3） bear the legal liability and responsibility：承担法律责任

（4） the arbitration commission：仲裁委员会

（5） remove the name of the arbitrator in question from the list of arbitrators：将其除名

参考译文：

仲裁员有本法第三十四条第四项规定的情形，情节严重的，或者有本法第五十八条第六项规定的情形的，应当依法承担法律责任，仲裁委员会应当将其除名。 例8

If, pursuant to this Law, the relevant responsible authorities with the duty of approvals fail to grant approval to such an application as meets the requirements and provisions hereof, or the company registration authorities fail to register a company whose application meets the requirements hereof, the party in question may, in accordance with laws, apply for reconsideration or bring an administrative suit.

注释：

（1） the relevant responsible authorities with the duty of approvals：履行审批职责的有关主管部门

（2） meets the requirements and provisions hereof：符合本法条件

（3） the company registration authorities：负责公司登记的主管部门

（4） the requirements hereof：本法条件 hereof: of this Law

（5） apply for reconsideration：申请复议

（6） bring an administrative suit：提起行政诉讼

**装修英文合同范本5**

合同条款常用英文词汇

买方 buyer

卖方 seller

项目名称 Project name

地址 address

电话 phone

传真 fax

联系人 contact person

本合同由买卖双方签订，根据本合同条款，买方同意购买，卖方同意出售以下产品。This contract is made by and between the buyers and sellers, whereby the buyers agree to buy and the sellers agree to sell the under-mentioned. Commodities according to the terms and conditions stipulated below.

1. 详细货物清单 Detail supply list

2. 合同价格 Contract value

序号 item 型号 model 尺寸 size, dimension 数量 amount, unit 单价 unit price 总价 total price 备注 remark 货物，运费 freight, transportation 合同总额（含安装费与税金） Contract amount incl. VAT installation

3. 付款条件 payment conditions, payment terms

4. 交货地点 delivery place

5. 发货期 delivery time

6. 安装条款 installation clause

7. 验收条款 inspection clause

8. 保证条款 guarantee clause

9. 不可抗拒条款 Force Majeure Clause

10. 违约条款 Breach clause

11. 其他条款 Miscellaneous clause

12. 买卖双方信息 buyer and seller information

此合同一式二份，由双方各持一正本。This contract is made in two originals that should be held by each party.

涉外合同格式

涉外合同按繁简不同，尽管可以采取不同书面形式，如正式合同（Contract）、协议书（Agreement）、确认书（Confirmation）、备忘录（Memorandum）、订单（Order）等等，但是一般都包含如下几个部分：

一、合同名称（Title）

二、前文（Preamble）

1. 订约日期和地点

Date and place of signing

2. 合同当事人及其国籍、主营业所或住所

Signing parties and their nationalities, principal place of business or residence addresses

3. 当事人合法依据

Each party\'s authority，比如，该公司是“按当地法律正式组织而存在的”（a corporation duly organized and existing under the laws of XXX）

4. 订约缘由/说明条款

Recitals or WHEREAS clause

三、本文（Body）

1. 定义条款（Definition clause）

2. 基本条款（Basic conditions）

3. 一般条款（General terms and conditions）

a. 合同有效期（Duration）

b. 合同的终止（Termination）

c. 不可抗力（Force Majeure）

d. 合同的让与（Assignment）

e. 仲裁（Arbitration）

f. 适用的法律（Governing law）

g. 诉讼管辖（Jurisdiction）

h. 通知手续（Notice）

i. 合同修改（Amendment）

j. 其它（Others）

四、结尾条款（WITNESS clause）

1. 结尾语，包括份数、使用的文字和效力等（Concluding sentence）

2. 签名（Signature）

3. 盖印（Seal）

以上的格式和内容并非一成不变，当事人可以根据各自交易情况做出调整或增删。

合同范本

销售代理合同

Sales Agency Agreement

合同号：

NO：

日期：

Date：

为在平等互利的基础上发展贸易，有关方按下列条件签订本协议：

This Agreement is entered into between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1. 订约人 Contracting Parties

供货人（以下称甲方）：

销售代理人（以下称乙方）：

甲方委托乙方为销售代理人，推销下列商品。

Supplier: （hereinafter called \"party A\"）

Agent:（hereinafter called \"party B\"）

Party A hereby appoint Party B to act as his selling agent to sell the commodity mentioned below.

2. 商品名称及数量或金额 Commodity and Quantity or Amount

双方约定，乙方在协议有效期内， 销售不少于\*\*的商品。

It is mutually agreed that Party B shall undertake to sell not less than…… of the aforesaid commodity in the duration of this Agreement.

3. 经销地区 Territory

只限在……。

In …… only.

4. 订单的确认 Confirmation of Orders

本协议所规定商品的数量、价格及装运条件等，应在每笔交易中确认，其细目应在双方签订的销售协议书中作出规定。

The quantities, prices and shipments of the commodities stated in this Agreement shall be confirmed in each transaction, the particulars of which are to be specified in the Sales Confirmation signed by the two parties hereto.

5. 付款 Payment

订单确认之后，乙方须按照有关确认书所规定的时间开立以甲方为受益人的保兑的、不可撤销的即期信用证。乙方开出信用证后，应立即通知甲方，以便甲方准备交货。

After confirmation of the order, Party B shall arrange to open a confirmed, irrevocable L/C available by draft at sight in favour of Party A within the time stipulated in the relevant S/C. Party B shall also notify Party A immediately after L/C is opened so that Party

A can get prepared for delivery.

6. 佣金 Commission

在本协议期满时，若乙方完成了第二款所规定的数额，甲方应按装运货物所收到的发票累计总金额付给乙方\*%的佣金。

Upon the expiration of the Agreement and Party B\'s fullfilment of the total turnover mentioned in Article 2, Party A shall pay to Party B…… % commission on the basis of the aggregate amount of the invoice value against the shipments effected.

7. 市场情况报告 Reports on Market Conditions

乙方每3个月向甲方提供一次有关当时市场情况和用户意见的详细报告。同时，乙方应随时向甲方提供其他供应商的类似商品样品及其价格、销售情况和广告资料。

Party B shall forward once every three months to party A detailed reports on current market conditions and of consumers\' comments. Meanwhile, Party B shall,from time to time, send to party A samples of similar commodities offered by other suppliers, together with their prices, sales information and advertising materials.

8. 宣传广告费用 Advertising & Publicity Expenses

在本协议有效期内，乙方在上述经销地区所作广告宣传的一切费用，由乙方自理。乙方须事先向甲方提供宣传广告的图案及文字说明，由甲方审阅同意。

Party B shall bear all expenses for advertising and publicity within the aforementioned territory in the duration of this Agreement and submit to Party A all patterns and/or drawings and description for prior approval.

9. 协议有效期 Validity of Agreement<

本DOCX文档由 www.zciku.com/中词库网 生成，海量范文文档任你选，，为你的工作锦上添花,祝你一臂之力！