# 2025年进出口贸易合同(24篇)

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*进出口贸易合同一兹证明鉴于乙方拥有现用于制造钢丝绳的机器设备，并愿意将机器设备卖给甲方鉴于乙方同意购买甲方用已方提供的机器设备生的产钢丝绳，以补偿其机器设备的价鉴于甲方向意向乙方出售钢丝绳，以偿还乙方的机器设备价款;因此，考虑到本协议所述的...*

**进出口贸易合同一**

兹证明

鉴于乙方拥有现用于制造钢丝绳的机器设备，并愿意将机器设备卖给甲方

鉴于乙方同意购买甲方用已方提供的机器设备生的产钢丝绳，以补偿其机器设备的价

鉴于甲方向意向乙方出售钢丝绳，以偿还乙方的机器设备价款;

因此，考虑到本协议所述的前提和约定，甲、乙双方物此立约：

1.购买协议

甲方同意从乙方按一下列条款购买下述商品：

1. 1商品、规格及其生产能力：

商品：

规格：

生产能力：

1.2 数量：2台。

1.3 价格：

港fob价：

单价： 总价：

1.4 支付：

机器设备价款以甲方的产品--钢丝绳偿还，全部价款在边疆三年内平均三次付清，自\_日开始支付。

1.5 装运：

装运期： 装运港：

目的港： 装运唛头：

1.6 保险：

由甲方保险。

1.7 检验：

1.8 保证：

乙方保证其机器设备从未用这，性能先进，质量好，并保证该机器能生产\_规格钢丝绳，产量每小时\_米。

2. 销售协议

甲方以钢丝黾偿还购买乙方机器设备的价款。

2.1 商品及规格：

商品：钢丝绳。

规格：

2.2 数量：

铡丝绳每年\_米。

2.3 价格：

钢丝绳的价格按交货时国际市场cif价确定

2.4 装运：

每年两次装运，一次在六月，另一次在十二月，每次货价为\_。

装运港：

目的港：

法语运唛头：

2. 5包装：

木卷轴装。

2.6支付：

凭以甲方为受益人的保兑的，不可撤销的即期信用证，允许转船。信用证必须于装运日期前15天到达甲方，有效期不少于90天。

信用证要与本合同完全一致，否则，乙对迟装负责;而且，甲方有机就其中的损失向乙方提出索赔。修改信用证的费用由乙方承担。

2. 7保验：

甲方保险，投保水渍险和战争险，投保金额为发票金额加10%

2.8 检验：

甲方出具的品技检验证书为最后依据。若货到后乙方发现质量与上述规定不符，乙方在货到目的港后45天内通知甲方，双方协商解决有争义的问题。

3. 不可抗力

若因不可抗力事故，甲方或乙方对未交或迟交本合同项下的部分或全部货物不负责任。

4. 仲裁

有关或执行本合同的一切争议应该友好协商解决。若达不成协议，有关争议案则提交\_仲裁。仲裁决定为终局的，并对双方均具有约束力。

5. 适用法律

本合同的签订，解释和履行以中华人民共和国法律为准。

6. 正本条款

本合同以英文书写，正本两份，每方各持一份。

7. 有效期

甲方： 乙方：

**进出口贸易合同二**

甲方：

乙方：

地址：

地址：

邮编

邮编

电话

电话

传真

传真

e-mail：

e-mail：

甲乙双方本着公平、自愿、互惠互利的原则，根据《中华人民共和国民法典》，经协商一致签订本协议。

一、公证方式

1.本协议由 公证处(以下简称公证处)提供公证备案，甲乙双方共同遵守该公证处公告的有关公证规定与要求。

2.与本协议相关联的商品销售报价单信息、商品购货清单等法律文件由甲乙双方在 公证处备案后，通过传真或特快信函邮寄方式转给对方。

3. 公证处所保存备案的以上第2款中所有法律文件均为双方解决争议的法律凭证。

4. 公证处的传真号码： ，电话： 。

二、基本约定

1.甲方负责将乙方合法商品通过甲方向中国进行销售，商品销售价格见《进口商品报价单》(见附件1);乙方通过甲方向中国销售的商品必须附有中文说明(包括商品包装说明和商品说明书)。

2.

(1)乙方应按甲方要求，选择其所在地的 提供产品质量认证和产品加工生产及其管理能力的信用评级服务，并提交评级报告。

(2)乙方确定本协议项下的年度货物总交易额为 万美元。

(3)乙方向甲方提交的《进口商品报价单》中内容由乙方以传真方式在公证处备案，并领取公证备案回执，乙方可通过互联网向甲方经营的 网站( )的进口销售报价栏目提交公证后的《进口商品报价单》;乙方报价后必须将商品彩色照片的电子文档通过互联网提交给甲方，并在该商品照片电子文档中标明该商品的厂家编号和商品应用码。

(4)乙方应及时访问甲方经营的 网站( )，了解交易指南、报价单填写说明和业务公告等内容，积极配合甲方进行产品销售业务，乙方在该网站所发布的信息不得违反中国有关法律法规。

(5)如果乙方拥有网站，应该将在“ 网”销售的商品在乙方网站上加以宣传，宣传时必须标明该商品在“ 网”的商品应用码。

(6)如乙方委托甲方在中国所销售的商品需要向中国有关部门申请办理销售许可证，乙方可以委托甲方办理有关手续，但应向甲方提交所需文件、商品样品，并承担有关费用。

3.乙方可以修改商品信息，但应将修改的内容传真至公证处备案后方可向甲方提交修改申请。甲方只接受乙方向公证处传真备案的《进口商品报价单》的全部内容和乙方向公证处传真备案的修改内容，乙方还应通过互联网向甲方经营的 ( )提交该内容，甲方在使用或公布该内容时，不得对乙方提交的内容进行任何修改加工(甲方只使用乙方提交的经公证处公证备案的最新内容)。

4.甲方同意乙方将乙方网站与甲方“ ”网站( )进行善意链接。

5.

(1)甲方根据本协议的约定，按乙方向甲方提交的《进口商品报价单》中的产品销售信息在中国销售乙方产品，甲方根据《进口商品报价单》中的产品销售信息以传真方式向乙方提交《 商品进口购货清单》(见附件2，简称《购货清单》)，作为甲方向乙方购货的凭证。

(2)甲方将《购货清单》在公证处备案后以传真方式提交给乙方，乙方应在24小时内以传真方式确认是否收妥《购货清单》传真函。如果乙方在48小时内仍然没有以传真方式对是否收妥《购货清单》向甲方进行确认，视为乙方违约，甲方有权单独向为乙方开具交易保证金付款保函的银行发出《违约通知单》(见附件3)，并按本协议第十条之规定处理。

(3)甲方收到乙方确认收妥《购货清单》的传真函 日内向乙方开具以乙方为受益人的100%不可撤销即期跟单信用证，信用证规定的可议付金额为乙方向甲方开具销售发票金额的95%。

6.《 商品进易服务协议》与其关联的《进口商品报价单》、《购货清单》等法律文件不可分割并具有同等的法律效力。

7.甲方优先拥有乙方商品在中国市场销售的独家代理权，具体方式双方另行协商并签订合同。

三、交易保证金条款

1.为保证本协议的执行，乙方按其确定年度货物总交易额的4%交纳交易保证金(最低不少于usd20\_\_)，即乙方保证其可以接受的《购货清单》的货物的总值不得超过其可用的交易保证金的25倍。交易保证金交纳方式：本协议签订之日起 日内乙方向甲方开具以甲方为受益人的甲方认可的《交易保证金付款保函》[格式见附件4，简称《付款保函》，《付款保函》上必须注明本协议编号]。该保证金使用期限为本协议有效期限延长6个月，到期后，甲方将《付款保函》退还给为乙方开具《付款保函》的银行注销。《付款保函》由甲方确认生效后，乙方方可通过互联网向甲方网站中的进口销售报价栏目提交《进口商品报价单》。

2.如乙方未按《购货清单》约定的期限、地点、品种或数量向甲方供货，甲方有权以传真方式向为乙方开具《付款保函》的银行直接扣收《购货清单》中违约货物金额的4%的违约金。

3.交易保证金可循环使用，乙方可根据业务需求追加或减少交易保证金。

四、音视频信息发布

1.甲方独家代理乙方在“ ”中播发乙方的企业和商品音视频信息(简称商品信息)的业务。

2.乙方应 公司公布的宽带数据广播网进易信息播发说明的要求提交文件和载有音视频信息的光盘(avi格式)。

3.通过 公司的审核后，乙方应按播发说明的要求支付商品信息播发费。

4.本协议签订之日起 日内，如果乙方提交的文件和音视频信息的内容没有通过 公司的审核，乙方应在本协议签订之日起 日内向甲方支付800美元的商品信息播发业务代办服务费，并按中视公司的要求修改相关信息重新提交。

5.本协议签订之日起 日内，如果乙方提交的文件和音视频信息的内容仍没有通过中视公司的审核，甲方有权单独终止执行本协议，已收取的商品信息播发业务代办服务费不予退回。

五、产品责任条款

1.乙方应委托甲方在甲方指定的保险公司对其通过甲方销售至中国的所有产品投保产品责任险。

2.乙方需向 集团下属 公司(简称： )提供用于检测的样品(数量要满足 对检测数量的要求)，并委托 对样品铅封保存半年(乙方承担相应费用)，期满后乙方应重新提供用于检测的样品;发生质量纠纷时，双方同意由 对该样品进行检测，该检测结果作为质量标准，检测费用由甲方先行垫付，最终由责任方承担。

3.乙方应承担由于其产品质量问题给甲方所造成的全部损失。甲方有义务转交乙方相关中国买方索赔凭证，主要包括：索赔书、中国商检机构出具的相关证明等文件。

六、商品检测和货物交割

1.乙方在每批货物装运前应委托乙方所在地的 对装运的货物进行商品品种和数量检测(乙方承担检测费用)，并由 出具品种和数量正本检测报告(简称《检测报告》)，该检测报告内容必须与《购货清单》中载明的品种和数量描述内容完全相符。

2.

(1)甲乙双方指定 公司为《购货清单》中货物的承运人，该承运人出具的正本货物提单中载明的内容(时间、地点等)须与《购货清单》中载明的内容(时间、地点等)相符。承运人联系方式如下：

(2)甲乙双方以承运人签发的正本提单中载明的交货时间和交货地点为货物实际交货时间和交货地点，该实际交货时间应在《购货清单》中规定的最迟一批货物交货期限内。

(3)如因甲方或承运人的原因造成交货时间和交货地点的变化，甲方应以书面方式通知乙方变更后的货物交货时间和交货地点。

(4)上述货物备妥之后，乙方须在不迟于每批货物交货期限前 日以传真方式向甲方提交 出具的检测报告，由甲方进行确认。

(5)如甲方对乙方以传真方式提交的 出具的品种和数量的检测报告内容无异议，甲方应向乙方传真《装运通知单》(见附件5)，乙方应按照《装运通知单》和《购货清单》的约定将货物交付给承运人;如甲方对检测报告的内容有异议，甲方应向乙方传真《违约通知单》，并按本协议第十条之规定处理。

3.乙方将对《购货清单》所售货物进行适当完全的包装，以适于长距离的远洋或内陆运输，能够很好地保护货物，防止潮湿、湿气、震动、生锈、粗暴处理。特殊货物包装要求另议。乙方对由于其不适当和不良的包装所导致的任何破坏和损失负责。

4.乙方必须在每个运输包装物上标明合同编号、包装号码、体积、毛重、净重，以及“本面向上”、“小心轻放”、“切勿受潮”等装运标志。

5.乙方的交货期限为甲方向乙方开具不可撤消即期跟单信用证 日后且在《购货清单》中载明的交货期限内。

七、交易费用

乙方同意向甲方支付《购货清单》货款总额5%的金额作为交易费用，甲方向乙方开具同等金额的商业发票。

八、付款条款(即期信用证开证条款)

乙方按甲方《购货清单》约定的期限、地点、品种和数量交给承运人后，凭以下单据向银行议付信用证，信用证规定的可议付金额为乙方向甲方开具销售发票金额的95%：

1.乙方开具100%货物价值的销售发票，乙方在销售发票右上角注明相应的《购货清单》编号，否则将被甲方作为无效发票退回。

2.乙方提供其所在地的 出具的商品品种和数量正本检测报告，该检测报告内容须与《购货清单》中载明的品种和数量描述内容完全相符。

3. 公司出具的正本货物提单，该提单内容(时间和地点等)须与《《购货清单》中载明的内容(时间和地点等)相符，并在该提单上注明《购货清单》编号。

4.乙方出具的重量单或装箱单(如果包装箱是木箱包装需向甲方提交熏蒸证明)、原产地证书。

九、样品采购条款

1.采购方式：

(1)乙方按本协议《样品寄售清单》(见附件6)向甲方提供样品存放于甲方指定的公共保税库，并承担保税库所在地的进口报关费、内陆运杂费等费用(简称杂费：240美元/批次，发货前电汇至甲方指定帐户);每次发货后乙方应传真发货通知及进口单据(发票、装箱单、提/运单等相关单据);如货物到港后甲方仍未收到乙方支付的上述杂费，甲方有权不办理进口清关手续，由此产生的额外费用乙方自行承担;甲方应在货物实际销售后支付对应部分的90%的货款(以中国北京海关出具的进口报关单为付款依据)或按乙方指示将货物退运(退运相应费用由乙方承担)。

(2)乙方商品的样品库存不足其确定数量的50%时，甲方以传真形式向乙方签发《补货通知单》(见附件7);乙方按其内容要求将样品运至甲方指定的公共保税库，并承担保税库所在地的进口报关费、内陆运杂费等费用。

(3)该样品特指与 铅封保存样品一致的用于保税寄售的商品。

2.付款方式：

(1)乙方通过甲方网站查询其寄售样品的订购情况。

(2)每月 日前，甲方将上月的样品销售统计传真至乙方。

(3)乙方确认无误后，甲方按清单总额扣除10%的服务费后将样品款电汇至乙方指定帐户，并向乙方邮寄样品货款10%金额的商业发票(甲方在商业发票上注明《 进口样品订购清单》编号)。

十、违约处理条款

1.乙方未按本协议第二条中第5(2)条款的约定在规定期限内以传真方式向甲方确认是否收妥甲方传真给乙方的《购货清单》，视为乙方违约。

2.乙方未按《购货清单》约定的期限、地点、品种或数量向甲方供货，视为乙方违约;其中品种数量是否违约以乙方所在地的 出具的商品检测报告内容与《购货清单》中载明的品种和数量描述内容完全相符为标准，期限和地点是否违约以承运人出具的正本货物提单内容与《购货清单》中载明的内容(时间和地点等)相符为标准。

3.乙方在《购货清单》约定的交货期限之后交货，仍然视为违约，如果《购货清单》项下的中国买方不接收乙方货物，乙方无权获得相应的货款，并应自行处理货物，产生的费用由乙方承担;如果《购货清单》项下的中国买方同意接受乙方货物，乙方仍可获得《购货清单》一定比例的货款，乙方可获得货款的支付比例、时间由甲方确定。

4.乙方发生以上“1.2.3”《购货清单》项下的违约行为时，甲方有权单独向为乙方开具交易保证金付款保函的银行发出《违约通知单》，并向该银行直接扣收《购货清单》货款金额4%的违约金。

5.因乙方原因未按《 商品进口购货合同》规定向甲方供货而造成甲方商业利益受到损失，除了甲方扣收《 商品进口购货合同》货款金额4%的违约金外，乙方还应赔偿甲方商业利益受到的损失。

6.由于乙方发生违约，《购货清单》项下的中国买方拒绝接受货物或退货时，甲方可协助乙方将货物运回，运费等相关费用由乙方向甲方提前支付。

十一、协议终止条款

1.发生本协议第四条第5款之情形，本协议终止。

2.当乙方发生违约或因商品质量问题给甲方的中国购货方造成损失拒不承担经济责任时，甲方有权单独终止本协议且不承担违约责任。

3.本协议有效期限到期，如甲乙双方不再续签，而且甲乙双方均履行完甲方已发出且被乙方接受生效的全部《购货清单》约定的相应义务后，本协议自然终止。

十二、不可抗力

乙方如因洪水等自然灾害、战争、罢工等不可抗力原因不能按照《购货清单》中的约定交货时，须向甲方提供其所在国相关机构出具的证明材料，经双方协商《购货清单》可以延迟履行，甲方不得扣收乙方未能履行供货部分对应的4%供货履约保证金。

十三、争议

甲乙双方在本协议执行过程中如有争议，双方友好协商解决。如争议无法协商解决，则由中国国际经济贸易仲裁委员会在北京根据中华人民共和国实体法律进行仲裁。

十四、有效

本协议自甲乙双方签章之日起生效，有效期一年，英文作为对中文的解释，如有差异以中文为准。

甲方(盖章)：

乙方(盖章)：

附件：

import transaction service agreement

party a：

party b：

address：

address：

post code：

post code：

tel.：

tel.：

fax：

fax：

e-mail：

e-mail：

party a and party b hereof signed this agreement on the basis of fair， voluntary， and mutual -benefit according to 《contract law of people\'s republic of china》.

zation

(1)this agreement is notarized and recorded by the notary public office， ， the prc(hereinafter called“notary office”) and both parties shall follow the relative regulations and requirements of the notary office.

(2)the relative legal documents， such as quotation sheet information of commodity sales and purchase sheet， etc. shall be sent to the other party by fax or express mailing after being put on records at the notary office by the two parties.

(3)all the legal documents recorded by the notary office which mentioned in above clause 2 are to be regarded as legal evidence for settling disputes.

(4)notary office：fax： ，tel： .

pal clauses

(一)party a is responsible for selling the legitimate commodities of party b in china. price ofcommodities refers to 《import commodity quotation sheet》(the enclosure 1).all commodities of party b sold in china through party a must be enclosed with explanation in chinese(including commodity packing explanation and commodity explanation).

(二)

(1)party b shall choose audit services to verify its production capabilities and quality control systems which supplied by local affiliate in party b\'s country according to require of party a. party b shall present grade report of to party a.

(2)party b confirms that the total annual transaction amount of commodity under this agreement is usd .

(3)party b shall put the 《import commodity quotation sheet》on records at the notary office by fax which presented to party a and get receipt of notarization and records. party b shall present the《import commodity quotation sheet》in the import quotation column on www. . party b shall present the colored photo of commodity via internet to party a and must indicate supplier code and commodity code together with the photo.

(4)party b shall visit party a \'s wed site( ) in time and find out the transaction guide， filling explanation of quotation and business announcement， etc. party b shall assist party a to sell its products. all information issued in party a \'s wed site by party b shall not be against chinese relevant laws and regulations.

(5)party b shall publicize the commodities which being sold through party a on its own web site if he has and commodity code must be indicated when publicizes.

(6)if the commodities sold in china of party b need sales license which is applied to chinese related departments， party b may consign party a to deal with it. party b shall offer documents and samples needed and bear relevant expenses.

(三)party b may amend commodity information. party b presents party a the amendment application only after notarizing and recording all contents of amendment at the notary office. party a only accepts the entire contents of 《import commodity quotation sheet》and amendment which have been recorded at the notary office by fax. party b shall also present the same contents to www. via. internet. any amendment from party a about the contents presented by party b is forbidden when party a uses or publicizes the above mentioned contents(viz. party a only uses the newly contents party b presents and have be notarized and recorded at the notary office).

(四)party a agrees party b to link party b\'s web site with www. .

(五)

(1)party a shall sell party b\'s commodities according to the details in the 《import commodity quotation sheet》 provided by party b in china. party a shall present the《ncen import purchase sheet》(the enclosure 2，for short 《purchase sheet》)to party b by fax as the proof of order according to the sales information of《import commodity quotation sheet》.

(2)party a shall fax the《purchase sheet》to party b after putting it on records at the notary office. party b must confirm the receipt of the《purchase sheet》by fax within 24 hours. shall party b not confirm the receipt of the《purchase sheet》by fax within 48 hours， party b breaks the contract. party a will issue 《default advice》(the enclosure 3)to party b and deal with it according to the clause 某 of this agreement.

(3)party a shall issue an irrevocable documentary letter of credit at sight in favor of party b with 100% invoice value within 7days after receiving the fax of《purchase sheet》which party b confirmed and well received. the stated negotiable amount of the l/c is 95% value of sales invoice presented to party a by party b.

(六)《ncen import transaction service agreement》 is inpisible with the relevant 《import commodity quotation sheet》and the《purchase sheet》，etc. those have the same legal effect.

(七)party a shall have the priority to be the exclusive agent of party b\'s commodities in china and the two parties negotiate and sign contract later.

ction deposit

(1)to ensure the execution of this agreement， party b shall pay 4% value of the annual total transaction amount of commodity confirmed by party b as the deposit(not less than usd2，000).it means that the total amount of goods in orders which can be accepted by party b shall not exceed 25times of amount of the deposit available. render way of the transaction deposit：within 5 days after signing this agreement party b shall issue a letter of guarantee for deposit payment to party a from a bank authorized by party a and in favor of party a (l/g format is listed in the enclosure 4， for short l/g for payment， this agreement number must be marked in the l/g).the deposit is valid till 6 months after the validity of this agreement. party a shall return the l/g to the issuing bank for cancellation upon expiry. after the l/g has been confirmed by party a and become effective ， party b presents the 《import commodity quotation sheet》in the import quotation column on www. via internet.

(2)shall party b fail to deliver according to the time， place， variety or quantity which are stipulated in the 《ncen import purchase sheet》， party a has the right to deduct 4% value of goods in default by fax from the bank which issued the l/g.

(3)the deposit can be used circularly. party b may increase or decrease the deposit according to the business needs.

ation of audio & video information

(1)party a shall broadcast party b\'s enterprise and commodity audio & video information(for short commodity information)in on behalf of party b exclusively.

(2)party b shall present documents and disk of audio & video information(avi format) to which is subordinate to ， according to the requirement of import transaction information broadcast notification.

(3)verified by ， party b shall pay the commodity information broadcast charge according to import transaction information broadcast notification.

(4)shall documents and disk of audio & video information which party b presented fail to pass verification of within 30days after this agreement being signed， party b shall pay usd800 to party a within 40days after this agreement being signed as service charge of commodity information broadcast and represent the documents and information to after amending accordingly.

(5)shall documents and disk of audio & video information which party b presented fail to pass verification of within 90days after this agreement being signed， party a has the right to terminate this agreement unilaterally and service charge of commodity information broadcast will not be returned to party b.

t liability clauses

(1)party b shall consign party a to apply product liability insurance for all of its products sold in china through party a.

(2)party b shall provide samples for inspection to standards technical services co.， ltd.(for short： )which is subordinate to switzerland group(the quantity shall meet the inspection demands of ). party b shall assign to seal the samples for keeping for half a year and provide once again when expires(party b bears the corresponding charges).when disputes about quality take place， both parties agree to inspect the sealed samples and accept inspection result as quality standard. inspection charges will be paid for first in advance by party a and born by the party being at fault finally.

(3)party b shall bear all the losses caused to party a owing to the quality problems of party b\'s products. party a has the obligation to provide party b the claim documents from the chinese buyer， which includes claim letter， certificate issued by chinese inspection institute and other relevant documents.

tion and transaction

(一)party b shall consign its local to inspect the batch goods about variety and quantity before loading every time(party b bears inspection charges). shall issue the original inspection report of which contents must be in accordance with description of variety and quantity stipulated in the《purchase sheet》absolutely.

(二)

(1)both parties appoint as carrier of this agreement. contents (time and place， etc.) of the original b/l issued by the carrier shall be in accordance with contents (time and place， etc.) stipulated in the 《purchase sheet》t the carrier as follows：

(2)both parties take delivery time and delivery place recorded in the original b/l issued by the carrier as actual delivery time and delivery place. the actual delivery time shall be within the latest shipping date of the last lot stipulated in the 《purchase sheet》.

(3)party a shall inform party b in written the delivery time and delivery place after altering if the delivery time and delivery place are altered because of the reason of party a or the carrier.

(4)after the goods being ready， party b shall fax the inspection report issued by to party a for confirmation not later than 12days before the latest delivery time of each delivery.

(5)if party a has no disputes about the contents of the inspection report issued by which party b faxed， party a should fax party b the 《shipping advice》(the enclosure 5).party b shall deliver the goods to the carrier according to the stipulation in the 《shipping advice》and 《purchase sheet》. if party a has disputes about the contents of the inspection report， party a shall fax party b the 《default advice》and deal with it according to clause 某 of this agreement.

(三)party b shall pack the commodities under the《purchase sheet》in packages suitable for long distance ocean or inland transportation， protecting the commodities against moisture， shock， rustiness and rough handling. packing of special commodities may be discussed by both parties separately. party b shall be responsible for any damages and losses caused by the improper and poor package.

(四)party b shall mark on each package the contract no.， package no.， measurement， gross weight， net weight， and marks such as “this side up”，“handle with care” and “keep away from moisture”， etc.

(五)the latest shipping date of party b must be 20days after party a issuing the irrevocable documentary l/c at sight but within the latest shipping date stipulated in the《purchase sheet》.

ction charges

party b hereof agrees to pay 5% value of the total amount of《purchase sheet》as commission. party a shall issue commercial invoice at same amount to party b.

t(clauses in the l/c)

after delivering goods to the carrier according to the time， place， variety and quantity stipulated in the《purchase sheet》，party b may negotiate the l/c from the issuing bank with the following documents， the stated negotiable amount of the l/c is 95% value of sales invoice presented to party a by party b.：

(1)party b shall issue the sales invoice of 100% commodity value， and indicate the corresponding 《purchase sheet》no. on the upper right corner of the invoice. otherwise the invoice will be non-valid and returned to party a.

(2)party b shall present original inspection report about commodity variety and quantity issued by its local ， and the contents of the report must be in accordance with description of variety and quantity stipulated in the 《purchase sheet》absolutely.

(3)contents(time and place， etc)of the original b/l issued by shall be in accordance with contents(time and place， etc)stipulated in the 《purchase sheet》 absolutely. the 《purchase sheet》no. must be indicated in the b/l.

(4)weight list or packing list issued by party b (if wooden case is used， certificate of fumigation must be presented to party a)， and certificate of origin.

se of samples

(一)purchase way

(1)party b shall supply samples to store in the appointed bonded warehouse according to the 《samples consignment sheet》(the enclosure 6)of this agreement and bear the local charges such as import clearing customs charges， inland freight and incidentals， etc.(for short incidentals ：usd240/batch，and must be paid to the account appointed by party a before sending the goods.)party b shall fax the shipping advice and import documents(invoice， packing list and b/l or airway bill， etc.)to party a after sending the goods every time. party a has the right to refuse to deal with the import clearing customs if not having received the mentioned incidentals after goods arrived. party b shall bear the additional expenses accordingly by himself. party a shall pay corresponding 90% value of the goods after actual selling(according to the import customs declaration issued by beijing customs)or send the goods back according to party b\'s indication(party b bears the relevant return charges).

(2)party a will send party b the 《replenishment advice》(the enclosure 7)by fax when the samples in stock are less than 50% of confirmed quantity. party b shall send samples to the appointed bonded warehouse according to the 《replenishment advice》 and bear the local charges such as import clearing customs charges， inland freight and incidentals， etc.

(3)this sample particularly refers to the consigned commodity as same as the sample which is sealed by .

(二)payment：

(1)party b may inquire about the details of sample orders via party a\'s web site www.

(2)party a shall fax ultimo sales sheet to party b before the 5th of every month.

(3)party a will arrange the payment by t/t to the account appointed by party a according to the total amount of the sheet deduct 10% commission after party b confirming and send party b the commercial invoice which amount is 10% value of the total amount of the sheet by post(party a shall mark the《ncen import sample order》no. in the commercial invoice)

of contract and penalty

(1)shall party b not confirm the receipt of《purchase sheet》by fax to party a according to the stipulation of clause ii 5(2)of this agreement in prescribed time-limit， party b breaks the contract.

(2)shall party b fail to deliver according to time， place， variety or quantity stipulated in the《purchase sheet》， then party b breaks the contract. the inspection report issued by shall be the standard of adjudicating if party b fails to deliver according to variety and quantity stipulated in the 《purchase sheet》. the original b/l issued by shall be the standard of adjudicating if party b fails to deliver according to time and place stipulated in the 《purchase sheet》.

(3)shall party b deliver after the latest shipping date stipulated in the 《purchase sheet》， it is still regarded as breach of contract. if the chinese buyer under the 《purchase sheet》 does not accept the goods， party b has no right to get any payment and shall deal with the goods by himself. all the related expenses shall be born by party b. if the chinese buyer accepts the goods， party b can proportionally get some payment. the 4% value of the goods in default shall be deducted as penalty still. the proportion and time of the payment are at party a\'s option.

(4)shall party b have breach of contract actions under the above “1.2.3” clauses， party a has the right to issue《default advice》 unilaterally to the bank which issue the l/g for transaction deposit payment for party b and deduct 4% value of goods of 《purchase sheet》 form the bank as penalty directly.

(5)party b shall compensate party a the losses caused by party b\'s failure to deliver according to the 《purchase sheet》. not only the 4% value of goods in default shall be deducted as penalty， but also party a\'s losses in business profit shall be compensated by party b.

(6)shall the chinese buyer under the 《purchase sheet》refuse to accept the goods or return the goods because of party b\'s breach of contract， party a could help party b to take the goods back. party b shall pay party a the freight and other related expenses in advance.

ation of the agreement

(1)in the situation of clause iv 5，this agreement will be terminated.

(2)party a has the right to terminate this agreement unilaterally and doesn\'t bear the liability for breach of contract when party b breaks the contract or causes losses to party a or the chinese buyer because of party b\'s products quality problem.

(3)this agreement will be naturally terminated after the expiry date if both parties do not renew it and both parties have fulfilled all the obligation in the 《purchase sheet》 which is issued by party a and efficient after being accepted by party b before the termination.

majeur

party b shall present party a the certificate issued by its local relevant institution if party b can not perform according to the 《purchase sheet》 due to force majeure events such as natural disaster， war and strike， etc. the 《purchase sheet》 could be extended to fulfill after both parties negotiating about it.

party a shall not deduct 4% value of goods in default from the deposit as penalty.

es

all disputes in connection with this agreement or the execution thereof shall be settled friendly through negotiation. in case no settlement can be reached between the parties， the case under disputes could be submitted to the china international economic and trade arbitration commission for arbitration in accordance with the substantive law of the people\'s republic of china in beijing.

ty

this contract will come into effect after it is signed by two parties and be valid for one year. english version is translated from chinese version for information only. shall any discrepancy arise， the chinese version prevails.

party a(signature)：

party b(signature)：

**进出口贸易合同三**

合同编号：\_\_\_\_\_\_\_\_\_

订单号：\_\_\_\_\_\_\_\_\_

买方：\_\_\_\_\_\_\_\_\_

卖方：\_\_\_\_\_\_\_\_\_

买卖双方签订本合同并同意按下列条款进行交易：

(1)品名及规格\_\_\_\_\_\_\_\_\_

(2)数量\_\_\_\_\_\_\_\_\_

(3)单价\_\_\_\_\_\_\_\_\_

(4)金额\_\_\_\_\_\_\_\_\_，合计\_\_\_\_\_\_\_\_\_，允许溢短装\_\_\_\_\_\_\_\_\_%

(5)包装：\_\_\_\_\_\_\_\_\_

(6)装运口岸：\_\_\_\_\_\_\_\_\_

(7)目的口岸：\_\_\_\_\_\_\_\_\_

(8)装船标记：\_\_\_\_\_\_\_\_\_

(9)装运期限：收到可以转船及分批装运之信用证\_\_\_\_\_\_\_\_\_天内装出。

(10)付款条件：开给我方100%保兑的不可撤回即期付款之信用证，并须注明可在装运日期后15天内议付有效。

(11)保险：按发票110%保全险及战争险。由客户自理。

(12)买方须于\_\_\_\_\_\_\_\_\_年\_\_\_\_\_\_\_\_\_月\_\_\_\_\_\_\_\_\_日前开出本批交易信用证，否则，售方有权：不经通知取消本合同，或接受买方对本约未执行的全部或\_\_\_\_\_\_\_\_\_一部，或对因此遭受的损失提出索赔。

(13)单据：卖方应向议付银行提供已装船清洁提单、发票、中国商品检验局或工厂出具的品质证明、中国商品检验局出具的数量/重量签定书;如果本合同按cif条件，应再提供可转让的保险单或保险凭证。

(14)凡以cif条件成交的业务，保额为发票价值的110%，投保险别以本售货合同中所开列的为限，买方如要求增加保额或保险范围，应于装船前经售方同意，因此而增加的保险费由买方负责。

(15)质量、数量索赔：如交货质量不符，买方须于货物到达目的港30日内提出索赔;数量索赔须于货物到达目的港15日内提出。对由于保险公司、船公司和其它转运单位或邮政部门造成的损失卖方不承担责任。

(16)本合同内所述全部或部份商品，如因人力不可抗拒的原因，以致不能履约或延迟交货，售方概不负责。

(17)仲裁：凡因执行本合同或与本合同有关事项所发生的一切争执，应由双方通过友好方式协商解决。如果不能取得协议时，则在中国国际经济贸易仲裁委员会根据该仲裁机构的仲裁程序规则进行仲裁。仲裁决定是终局的，对双方具有同等约束力。仲裁费用除非仲裁机构另有决定外，均由败诉一方负担。仲裁也可在双方同意的第三国进行。

(18)买方在开给售方的信用证上请填注本确认书号码。

(19)其它条款：\_\_\_\_\_\_\_\_\_

卖方(签章)：\_\_\_\_\_\_\_\_\_买方(签章)：

\_\_\_\_\_年\_\_\_\_月\_\_\_\_日\_\_\_\_\_\_\_\_\_年\_\_\_\_月\_\_\_\_日

**进出口贸易合同四**

甲 方：\_\_\_\_\_\_\_\_\_\_\_公司

地 址：\_\_\_\_\_\_\_\_\_\_\_\_ 邮码：\_\_\_\_\_\_\_\_\_\_\_\_ 电话：\_\_\_\_\_\_\_\_\_\_\_\_

法定代表人：\_\_\_\_\_\_\_ 职务：\_\_\_\_\_\_\_\_\_\_\_\_ 国籍：\_\_\_\_\_\_\_\_\_\_\_\_

乙 方：\_\_\_\_\_\_\_\_\_\_\_公司

地 址：\_\_\_\_\_\_\_\_\_\_\_\_ 邮码：\_\_\_\_\_\_\_\_\_\_\_\_ 电话：\_\_\_\_\_\_\_\_\_\_\_\_

法定代表人：\_\_\_\_\_\_\_ 职务：\_\_\_\_\_\_\_\_\_\_\_\_ 国籍：\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ (以下简称买方)为一方，与\_\_\_\_\_\_\_\_ (以下简称卖方)，根据下列条款买方同意购买，卖方同意出售下列货物，于\_\_\_\_年\_\_\_\_月\_\_\_\_日签订本合同如下：

第一条 货物名称及规格

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

第二条 质量和数量的保证

卖方保证商品系全新的且符合合同规定的规格和质量的各项指标，质量保证有效期为货物到目的港后的\_\_\_\_\_个月。

第三条 单位及数量

单位:\_\_\_\_\_\_\_\_ 数量：\_\_\_\_\_\_\_\_\_

第四条 生产国别和制造厂商

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

第五条 包装

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

第六条 单价及总值

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

第七条 付款条件

1.离岸价条款

a.按合同规定卖方应在装运之前30天用电报(或函件)通知买方合同号码、品名、数量、价值、箱号、毛重、尺寸及何时可在发运港口交货，以便买方订舱。

b.若货物系由邮寄(或空运)，卖方应在发运前30天，按照第8条规定，用电报(或信件)通知买方大约的发货期、合同号码、货物名称、价格等。卖方在发货后应立即用函电将合同号码、货物名称、价格及发货日期通知买方，以便于买方及时购买保险。

第八条 装运口岸

装运通知：卖方在装货结束后应立即用函电将合同号码、货物名称、数量、发票价格、毛重、船名和船期通知买方。由于卖方未能及时通知造成买方不能及时买保险，则一切损失均由卖方负责。

第九条 装运条件

1.海运：全套洁净已装船提单，作成空白抬头，由发货人空白背书注明“运费到付”/“运费付讫”并通知目的港的\_\_\_\_\_\_\_\_公司。

2.航空邮包：\_\_\_\_\_\_\_\_\_\_\_\_提供一份空运单，注明“运费到付”/“运费已付”，交付买方。

寄一份航空邮包收据给买方。

3.发票5份，注明合同号码和装运唛头(若超过一个装运唛头，发票应分开，细节应根据合同办理)。

4.由制造厂开出一式两份的装箱单。

5.由制造厂开出的数量和质量证书一份。

6.在装运之后，立即通过电报/或信件将有关装运之细节通知买方。此外，卖方在装船后的10天内，要用空邮另寄两份所有上述文件，一份直接寄给收货人，另一份直接寄给目的口岸\_\_\_\_\_\_\_\_公司。

第十条 目的港及收货人

第十一条 装运期限

收到不可撤销信用证\_\_\_\_ 天。

第十二条 装运唛头

卖方应在每个箱上清楚地刷上箱号、毛重、净重、体积及“防潮”、“小心搬动”、“此边朝上”及装运唛头等字样。

第十三条 保险

□装运后由买方自理。

□由卖方投保\_\_\_\_\_\_\_\_\_\_\_\_

第十四条 交货条件

第十五条 索赔

在货物到达目的口岸之后的90天内，若发现商品的质量、规格或数量不符合合同之规定，则买方凭\_\_\_\_\_\_\_\_检验局颁发的检验证书有权提出更换质量合格的新商品或要求赔偿，且所有的费用(如检验费、保险费及装卸货费等)均由卖方负担。但所提的索赔属于保险公司或承运方的责任，则卖方不负责任。货到目的口岸之后的12个月内，在使用过程中若由于质劣而出现损坏，买方应通过书面立即通知卖方并凭\_\_\_\_\_\_\_\_检验局所颁发之检验证书为依据，提出索赔要求。根据买方的要求，卖方应负责立即排除缺陷，必要时，买方可自行排除缺陷，费用由卖方负责，若卖方收到上述要求之后1个月内未能答复买方，则便视为卖方已接受要求。

第十六条 不可抗力

本合同内所述的全部商品，在制造和装运过程中，如因人力不可抗拒的原因，拖延装运或无法交货，则卖方概不负责。卖方应将上述的事故立刻通知买方，且在其后的14天内航空邮寄一份由政府签发的事故证书给买方，作为证据。卖方仍应负责采取必要的措施加速交货，若事故持续超过10个星期，则买方有权取消合同。

第十七条 延迟交货和罚款

本合同内所述的全部或部分商品，若卖方不能按时交货或延迟交货，且卖方同意罚款，则买方应同意其延迟交货，但本合同第16条规定的由于人力不可抗拒的原因而造成延迟交货则不罚款，所罚的款项经协商可由付款银行从付款中扣除。罚款不应超过延迟交货的货物总值之5%，罚款率每7天为0.5%，不足7天的天数按7天算。若卖方超过本合同规定的装运时间10个星期仍然不能交货，则买方有权取消本合同。尽管合同已取消，卖方仍然应毫不延迟地支付上述罚款给买方。

第十八条 仲裁

凡因执行本协议所发生的一切争执，双方应友好协商解决，如果协商不能获得解决，则提交\_\_\_\_\_\_\_\_\_\_\_\_\_\_仲裁委员会，根据该会的仲裁程序进行仲裁。仲裁裁决是终局的，对双方都有约束力，仲裁费用由败诉方负担。

本合同由双方签署后生效，中英文正本各两份，双方各持一份为据，两份具有同等的效力。

买方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 卖方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

代表签字：\_\_\_\_\_\_\_\_\_\_\_\_ 代表签字：\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_年\_\_月\_\_日 \_\_\_\_年\_\_月\_\_日

**进出口贸易合同五**

编 号(no.) ：\_\_\_\_\_\_\_\_\_\_\_\_\_

签约地点(signed at) ：\_\_\_\_\_\_\_\_

日 期(date) ：\_\_\_\_\_\_\_\_\_\_\_\_\_

卖方(seller) ：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址(address) ：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话(tel) ：\_\_\_\_\_\_\_\_\_\_传真(fax) ：\_\_\_\_\_\_\_\_\_\_

电子邮箱(e-mail) ：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

买方(buyer) ： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

地址(address) ： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

电话(tel) ：：\_\_\_\_\_\_\_\_\_传真(fax) ：\_\_\_\_\_\_\_\_\_\_\_\_\_

电子邮箱(e-mail) ： \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

买卖双方经协商同意按下列条款成交：

the undersigned seller and buyer have agreed to close the following transactions according to the terms and conditions set forth as below：

1. 货物名称、规格和质量 (name， specifications and quality of commodity)：

2. 数量(quantity)：

3. 单价及价格条款 (unit price and terms of delivery) ：：

(除非另有规定，“fob”、“cfr”和“ cif”均应依照国际商会制定的《20xx年国际贸易术语解释通则》(incoterms 20xx)办理。)

the terms fob，cfr，or cif shall be subject to the international rules for the interpretation of trade terms (incoterms 20xx) provided by international chamber of commerce (icc) unless otherwise stipulated herein.)

4. 总价 (total amount)：

5. 允许溢短装(more or less)： \_\_\_%.

6. 装运期限(time of shipment)：

收到可以转船及分批装运之信用证\_\_\_天内装运。

within \_\_\_\_\_ days after receipt of l/c allowing transhipment and partial shipment.

7. 付款条件(terms of payment)：

买方须于\_\_\_\_ 前将保兑的、不可撤销的、可转让的、可分割的即期付款信用证开到卖方，该信用证的有效期延至装运期后\_\_\_\_\_天在中国到期，并必 须注明允许分批装运和转船。

by confirmed， irrevocable， transferable and pisible l/c to be available by sight draft to reach the seller before \_\_\_\_\_\_ and to remain valid for negotiation in china until \_\_\_\_\_\_after the time of shipment. the l/c must specify that transshipment and partial shipments are allowed.

买方未在规定的时间内开出信用证，卖方有权发出通知取消本合同，或接受 买方对本合同未执行的全部或部份，或对因此遭受的损失提出索赔。

the buyer shall establish a letter of credit before the above-stipulated time， failing which， the seller shall have the right to rescind this contract upon the arrival of the notice at buyer or to accept whole or part of this contract non fulfilled by the buyer， or to lodge a claim for the direct losses sustained， if any.

8. 包装(packing)：

9. 保险(insurance)：

按发票金额的\_\_\_%投保\_\_\_\_\_险，由\_\_\_\_负责投保。

covering \_\_\_\_\_ risks for\_\_\_\_\_\_110% of invoice value to be effected by the \_\_\_\_\_\_\_\_\_\_\_\_.

10. 品质/数量异议 (quality/quantity discrepancy)：

如买方提出索赔，凡属品质异议须于货到目的口岸之日起30天内提出，凡属 数量异议

须于货到目的口岸之日起15天内提出，对所装货物所提任何异议于保险 公司、轮船公司、其他有关运输机构或邮递机构所负责者，卖方不负任何责任。

in case of quality discrepancy， claim should be filed by the buyer within 30 days after the arrival of the goods at port of destination， while for quantity discrepancy， claim should be filed by the buyer with

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