

合同 Contract

合同号码: 8923

Contract No.

日期: 2007年2月6日

Date: 2006-02-06

地点: 上海

Concluded at: Shanghai

买 方:

The Buyer: Asian ProSource

电话: xxx

Tel:

卖 方: xxx

The Seller: .XXX

电话: xxx

Tel:

兹经买卖双方同意,由买方购进,卖方出售下列货物,并按下列条款签订本合同:

This CONTRACT is made by and between the Buyer and The Seller; whereby the Buyer agree to buy and the Seller agree to sell the under-mentioned goods on the terms and conditions stated below:

(1) 货物名称、规格、包装及唛头 Name of Commodity, Specifications, Packing terms and Shipping Marks	(2) 数量 Quantity- PCS	(3) 单价 CIF Toronto / PC	(4) 总值 Total Amount	(5) 装运期限 Time of Shipment
5mm clear silver mirror 84" x 130" 243PCS/3.5*0.265*2.334/Crate, 9 Crates G.W/N.W (TON): 21.50/21.10 Totalled CBM: 19.44	243	xxx	xxx	预付款后30天
合计:			xxx	30 WORKING DAYS [35 DAYS] AFTER RECEIPT OF DEPOSIT

- (1) 装运口岸: 青岛.中国
Port of Loading: Qingdao
- (2) 目的口岸: 多伦多. 加拿大
Port of Destination: Toronto Canada
- (3) 付款条件: 签订合同后付30% 预付款, 通过质检, 见提单复印件后付清70%余款. 全额预付减免1-2%.
Terms of Payment: 30% down, 70% due after QC Inspection, received copy of B/L. 1-2% off if TT 100% before production.
- (4) 质量保证条款: 卖方承诺所提供银镜的质量达到中华人民共和国建材行业标准C/T871-2000, 若买方在接收货物后90天内, 经过检测发现产品质量达不到此标准, 则卖方应退还所有CIF货款和相应的银行利息。
Quality: The seller promise its silver mirror will pass the silver coated glass mirror industrial standard C/T871-2000 of P.R.China. During 90 days after the buyer receive the goods, if the buyer finds its falling short of this quality standard after inspection, the seller will reimburse all the CIF payment and its bank interest to the buyer.
- (5) 包装: 所有包装必须坚固, 适合长途海运。卖方承担由于装载不当所造成的责任和损失。镜子包装明细: 1.清洗并且干燥镜面2.吸水防摩擦浆纸插页于各镜片间隙3.塑料薄膜包裹以防水 4.外用海运木箱装订5.木箱经过熏蒸
Packaging: All packages must be strong and suitable for a long sea voyage. The Seller should take all the responsibility and expense due to improper package and stowage.
Note for detailed packing: 1. Washed by pure water & drying 2. paper interleaved 3. Wrapped by plastic film to keep all mirror sheet water free. 4 packed by sea worthy strong wooden crates.5. fumigation of wooden crates
- (6) 签订合同后付30%预付款, 见提单复印件后三个工作日之内付清70%余款, 如果货物到港后买方仍不付款, 卖方有权将货物运回, 买方负责赔偿卖方所有CIF货款, 并负责由多伦多到青岛的所有费用。
The buy should pay 25% of the PO as deposit after the signing of the contract, and should pay the balance during 3 working days after the sight of B/L. If the buy don't pay the balance when the goods reach the destination port, the seller will get back the goods, all CIF payment for it, and all the freight expenses from Toronto to Qingdao.
- (7) 单据: 各项单据均须使用与本合同相一致的文字, 以便买方审核校对。
Documents: To facilitate the Buyer to check up, all documents should be made in a version identical to that used in this contract.
 - A. 填写买方指定代理为通知人的空白抬头、空白背书的全套已装船的清结提单。
Complete set of Clean On Board Shipped Bill of Lading made out to order, blank endorsed, notifying the agent assigned by Buyer.
 - B. 发票: 注明合同号、唛头、载货船名及金额。
Invoice in 3 copies: indicating contract number, shipping marks, name of carrying vessel, and amount.

- C. 装箱单及或重量单: 注明合同号及唛头, 并逐件列明毛重, 净重。
Packing List and/or Weight Memo: indicating contract number, shipping marks, gross and net weights of each package.
- D. 制造工厂的品质及数量、重量证明书。
Certificates of Quality and Quantity/Weight of the contracted goods issued by the manufacturers.
- E. 按本合同第(6)条规定的装运通知电邮或传真副本。
Fax or email copy of shipment according to Clause (6) of this contract.
- (8) 装运通知: 卖方在货物装船后, 立即将合同号、品名、货物数量、毛重、净重、发票金额、载货船名及装船日期以传真或电邮方式通知买方。如卖方未能按此办理, 则买方由此未能及时保险而遭受的一切损失由卖方负担。
Advice of Shipment: The Seller shall upon completion of loading, advise immediately the Buyer of the contract number, name of commodity, number of packages, gross and net weights, invoice value, name of vessel and lading date via fax or email. In the event of the Buyer being unable to arrange for insurance due to late advice due to Seller's reason, the Seller shall be held responsible for all the losses thus sustained by the Buyer.
- (9) 检验与索赔: 在货卸目的口岸, 买方有权进行检验。产品的生产和检验标准见后面附件"QC Standard" 如发现货物的品质及/或数量/重量与该标准或发票不符, 买方有权在货卸目的口岸后90天内, 根据到货地有关机构的证明书向卖方提出索赔。因索赔发生的一切费用(包括检验费用均由卖方承担)。FOB价格条件时, 如重量短缺, 买方有权同时索赔短量部分的运费。
Inspection and Claim: The Buyer shall have the right to apply for inspection after discharge of the goods at the port of destination. The production and quality control standard is according to the QC Standard attached to this contract. Should the quality and/or quantity/weight be found not in conformity with the contract or invoice, the Buyer shall be entitled to lodge claims with the Seller on the basis of related Office's Report, within 90days after discharge of the goods at the port of destination, All expenses incurred on the claim including the inspection fee are to be borne by the Seller.
- (10) 不可抗力: 由于人力不可抗力事故, 使卖方不能在合同规定期限内交货或者不能交货, 卖方不负责任。但卖方必须立即以传真或书面方式通知买方, 并向买方提出有关政府机关所出具的证明, 以证明事故的存在。由于人力不可抗力事故致使交货延期一个月以上时, 买方有权撤销合同。卖方不能取得出口许可证不得作为不可抗力。
Force Majeure: In case of Force Majeure the Seller shall not be held responsible for delay in delivery or non-delivery of the goods but shall notify immediately, the Buyer by fax or written form and deliver to the Buyer by registered mail a certificate issued by government authorities as evidence thereof. If the shipment is delayed over one month as the consequence of the said Force Majeure, the Buyer shall have the right to cancel this contract. Seller's inability in obtaining export license shall not be considered as Force Majeure.
- (11) 延期交货及罚款: 除本合同第(10)条人力不可抗力原因外, 如卖方不能如期交货, 买方有权撤销合同, 或经买方同意在卖方交纳罚款的条件下延期交货。如果超期达到3天罚金为总发票金额的1%, 如果超期达到5天罚金为总发票金额的2%。如果超期达到8天罚金为4%, 如果再超期, 卖方退还定金, 并按银行利率的2倍给客户赔偿。
Delayed Delivery and Penalty: Should the Seller fail to effect delivery on time as stipulated in this Contract owing to causes other than Force Majeure as provided for in Clause (8) of this contract, the Buyer shall have the right to cancel the relative quantity of the contract. Or alternatively, the Seller may, with the Buyer consent, postpone delivery on payment of penalty to the buyer. 1% of PO if shipment is delayed 3 days after scheduled completion date. 2% of PO if shipment is delayed 5 days after scheduled completion date. 4% of PO if shipment is delayed 8 days after scheduled completion date. And the seller should pay back the deposit as well as 2 times of its banking rate if the shipment is delayed over 8 days after scheduled completion date.
- (12) 仲裁: 凡因执行本合同所发生的或与本合同有关的一切争议, 应由双方通过协商解决。如果协商不能解决, 应提交中国国际经济贸易仲裁委员会上海分会, 根据中国国际经济贸易仲裁委员会仲裁规则进行仲裁。仲裁裁决是终局的, 对双方都有约束力。
Arbitration: All disputes arising from the execution of, or in connection with this contract, shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation, the case shall then be submitted to China International Economic and Trade Arbitration Commission Shanghai Commission for arbitration in accordance with the Rules of Arbitration of China International Economic & Trade Arbitration Commission. The award rendered by the said commission shall be final and binding upon both parties.
- (13) 附加条款: 以上任何条款如与以下附加条款有抵触时, 以以下附加条款为准。
Additional Clause: If any of the above mentioned Clauses is inconsistent with the following Additional Clause(s), the latter to be taken as authentic.
- (14) 本合同以中文释义为准。
This contract take Chinese explanation as a standard.

买 方: Asian ProSource, LLC
The Buyer:
联络地址: 上海浦东向城路58号20G
Address: 20G, 58 XIANGCHENG ROAD, PU DONG,
Shanghai (200122)
电话 Tel: 0086-21-68406100
传真 Fax: 0086-21-68406020

卖 方: xxx
The Seller: xxx
联络地址: 青岛市山东路33号1号楼1303
Address: xxx
电话 Tel: xxx
传真 Fax: xxx