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本合同由ABC公司，主营业所在中国**（以下称甲方），与XYZ公司，主营业所在美国**（以下称乙方）于19**年**月**日在中国**签订。 This Contract made on ...,19 ,at , China, between ABC Co. (hereinafter called Party A) with its principal office at , China, and XYZ Co.(hereinafter called Party B) with its principal office at , USA 兹证明 WITNESSES 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； Whereas Party B has machines and equipment, which are now used in Party B ' s manufacturing of steel wire rope, and is willing to sell to Party A the machines and equipment.and 鉴于乙方同意购买甲方用乙方提供的机器设备生产的钢丝绳，以补偿其机器设备的价款； Whereas Party B agrees to buy the products, steel wire rope, made by Party A using the machines and equipment Party B supplies, in compensation of the price of the machines and equipment.and 鉴于甲方同意从乙方购买该项机器设备； Whereas Party A agrees to purchase from Party B the machines and equipment.and 鉴于甲方同意向乙方出售钢丝绳，以偿还乙方的机器设备价款； Whereas Party A agrees to sell to Party B the products, the steel wire rope, in compensation of the price of Party B ' s machines and equipment. 因此，考虑到本协议所述的前提和约定，甲乙双方特此立约： NOW THEREFORE, in consideration of the premises and convenance described hereinafter, Party A and Party B agree as

follows: 1.购买协议 Purchase Arrangement 甲方同意从乙方按下列条款购买下述商品： Party A agrees to purchase from Party B the following commodity under the terms and conditions set out below: 1.1 商品、规格及其生产能力 Commodity, Specifications and Its Capability 商品：规格：生产能力： Commodity: Specifications: Capability: 1.2 数量 Quantity 1.3 价格 **港FOB价：单价：总价： Price: On FOB basis. Unit Price: US\$. Total Price: US\$. 1.4 支付 Payment 机器设备价款以甲方的产品钢丝绳偿还，全部价款在连续3年内平均3次付清，自**日开始支付。 The price of the machines and equipment shall be compensated with the products, the steel wire rope, manufactured by Party A using the machines and equipment. The payment of the total price shall be effected three times equally in three successive years, beginning in . 1.5 装运 Shipment 装运期：装运港：目的港：装运唛头： Time of shipment: Port of loading: Port of destination: Shipping marks: 1.6 保险 Insurance 由甲方保险。 To be effected by Party A. 1.7 检验 Inspection 1.8 保证 Guarantee 乙方保证其机器设备从未用过，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。 Party B guarantees that the machines and equipment are unused, sophisticated and of best quality, and that the machines and equipment are capable of manufacturing the steel wire rope of specifications with a production of meters per hour. 2.销售协议 Sales Arrangement 甲方以钢丝绳偿还购买乙方机器设备的价款。 Party A sells to Party B the steel wire rope in compensation of the price of the machines and equipment Party B sells to Party A. 2.1 商品及规格 Commodity and

Specifications 商品：钢丝绳 规格：Commodity: steel wire rope
Specifications: 2.2 数量 Quantity 钢丝绳每年**米。其价格为每
年**（美元）。 meters of steel wire rope per year, of which the
price shall be US \$ per annum. 2.3 价格 Price 钢丝绳的价格按交
货时国际市场CIF价确定。 The price of the steel wire rope shall be
set on the basis of the prevailing price in the world market at the time
when shipment is made. The price shall be based on CIF basis. 2.4 装
运 Shipment 每年两次装运，一次在6月，另一次在12月，每次
货价为**。 装运港：目的港：装运唛头： Shipment shall be
made twice a year, in June and in December, each for the value of .
Port of loading: Port of destination: Shipping marks: 2.5 包装
Packing 木卷轴装。 To be packed in wooden reels. 2.6 支付
Payment 凭以甲方为受益人的保兑的、不可撤销的即期信用证
支付，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
方对迟装负责，而且甲方有权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。 Payment shall be effected by
confirmed and irrevocable letter of credit in favour of Party A,
payable at sight, allowing transshipment. The letter of credit shall
reach Party A 15 days before the month of shipment and shall be
valid for not less than 90 days. The letter of credit shall be in strict
accordance with the terms and conditions of the contract.
Otherwise, Party B shall be held responsible for the delay in shipment
and Party A may lodge claims against Party B for the losses arising
therefrom. All the expenses arising from the amendments shall be for
Party B ' s account. 2.7 保险 Insurance 甲方保险，投保水渍和战

争险，投保金额为发票金额加10%。 To be covered by Party A for 10% of the invoice value, covering W.P.A. and War Risk. 2.8 检验 Inspection 甲方出具的品质检验书为最后依据。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，双方协商解决有争议的问题。 The quality certificate issued by Party A shall be regarded as final. If, on arrival of the goods at the port of destination, Party B finds the quality not up to the specifications mentioned above, Party B shall notify Party A within 45 days after arrival of the goods at the port of destination. Both Parties shall have consultations for a settlement of the matter in dispute. 3.不可抗力 Force Majeure 若因不可抗力事件，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。 Party A or Party B shall not be held responsible for any failure or delay in delivery of the entire lot or a portion of the goods under the contract as a result of any force majeure accident(s). 4.仲裁 Arbitration 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。 All disputes arising in connection with this contract or in the execution thereof, should be settled amicably through negotiations. In case no settlement can be reached, the case in dispute shall then be submitted for arbitration in . The decision of the arbitration shall be accepted as final and binding upon both parties. 5.适用法律 Governing Law 本合同的签订，解释和履行以中华人民共和国法律为准。 The formation, interpretation and performance of the contract shall be governed by the laws of the People ' s Republic of China. 6.正本条款 Original

Text 本合同以英文书写，正本两份，双方各持一份。 The contract is made, in English, in two originals, one for each party. 7.有效期 Duration 甲方： 乙方：（签字）（签字） Party A: Party B: (Signature) (Signature) 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com