

# 销售合同

## Sales Contract

合同编号: LXHG-GJMY-HG4-097-20190324-B

Contract No.: LXHG-GJMY-HG4-097-20190324-B

**买方:** 务阿皮革有限公司

THE BUYER: VULUA TANNERY LIMITED

地址: 孟加拉, 达卡

ADDRESS: DHAKA, BANGLADESH

**卖方:** 聊城瑞锦(香港)有限公司

THE SELLER: LIAOCHENG RUIJIN (HONG KONG) CO., LIMITED

地址: 中国香港湾仔港湾道 6-8 号瑞安中心 33 字楼 3312 室

ADDRESS: ROOM 3312, BUILDING NO. 33, SHUI ON CENTRE, NO.6-8 HARBOUR ROAD, WANCHAI, HONG KONG, CHINA

经双方协商一致, 买方同意向卖方购买, 卖方同意向买方出售下列产品:

The buyer agrees to purchase and the seller agrees to sell the following product:

**1、品名、规格、包装:**

Product name, specification, package:

品名: 甲酸

Product name: formic acid

规格: 纯度 $\geq$ 85.0%

Specification: purity $\geq$ 85.0%

外观: 无色透明液体, 仅用于工业

Appearance: colorless transparent liquid, only used for industry

包装: 35 千克/桶装

Package: in 35KG drums

**2、价格:** 590 美元/吨, CFR 吉大港

Price: USD590/MT, CFR CHITTAGONG

**3、数量:** 20.16 公吨。

Quantity: 20.16metric tons.

**4、金额:** 11,894.40 美元

Total amount: USD 11,894.40

**5、装运期:** 不晚于 2019 年 04 月 15 日。

Shipment date: no later than Apr.15, 2019

**6、付款方式:**

Payment terms:

买方应于装运期 15（十五）天前，由国际一级资信等级的银行开具卖方总价格 100%的不可撤销即期信用证。卖方应至少于工厂发货日前 7（七）个工作日收到买方信用证，并且信用证的有效期应至少保证在最晚装运期的 21（二十一）天之后。

The buyer shall establish an irrevocable sight letter of credit at 100% total price through an international first-class credit bank at least 15 (fifteen) working days prior to the shipment date. The letter of credit shall be received by the seller at least 7 (seven) working days prior to the date that the cargo exits the seller's plants, and shall be valid within at least 21 (twenty-one) days upon the latest shipment date.

买方在开具信用证之前，信用证内容须征得卖方的同意和确认。信用证开具后，由于一方的过错造成额外的改证费用，由相应方承担。

The buyer should get the seller's confirmation of L/C draft before it's establishment. Amendment charge of letter of credit should be borne by the party who cause the amendment.

如果买方未在国际一级资信等级的银行开立 L/C，则需要经过卖方同意。

The buyer should get the seller's permission before establishing letter of credit from banks other than first-class credit international banks.

#### 7、卖方开户银行：上海浦发银行（离岸业务部）

The seller's bank: SHANGHAI PUDONG DEVELOPMENT BANK SHANGHAI(OFFSHORE BUSINESS DEPARTMENT)

账号：OSA11443633561500(USD)

Account No.: OSA11443633561500(USD)

电传代码：SPDBCNSHOSA

Swift code: SPDBCNSHOSA

1) 卖方形式发票标注的银行账户与上述银行信息不符即为无效。

The seller's proforma invoices specifying any bank accounts that are different from the above mentioned account shall be deemed invalid.

2) 买方没有按照合同约定的账户和账号付款视为无效；没有作为有效付款被接收，卖方不对此负责。

The buyer's payments made to banks and accounts that are not specified in the Contract shall not be accepted as valid payments, the seller shall not be liable for the consequences of such payments.

#### 8、单证：

Documents:

卖方应向买方提供下列单据：

The seller shall provide the buyer with the following documents:

1) 商业发票

Commercial invoice

2) 装箱单

Packing list

3) 分析证明书

Certificate of analysis

4) 全套提单

A complete set of bill of lading

**9、装运港：**青岛，中国

Port of loading: QINGDAO, CHINA

目的港: 吉大港, 孟加拉

Port of destination: CHITTAGONG BANGLADESH

**10、风险：**商品的风险按照《国际商会国际贸易术语解释通则 2010 版》规则由卖方转移至买方，商品的物权将由卖方转移至买方。

Risks: the risk of goods shall transfer to the buyer from the seller according to *INCOTERMS 2010 of the International Chamber of Commerce*, and the title of goods shall transfer to the buyer from the seller accordingly.

**11、税费：**所有目的港国家征收的税收，假若对本合同产生影响，全部由买方独自负责和纳税。所有产地和发运地的国家征收的税收，假若对本合同产生影响，全部由卖方独自负责和纳税。

Taxes: all taxes collected at the country of destination port shall be borne and paid entirely by the buyer provided that such taxes have influence on the Contract. All taxes collected at the country of origin and loading port shall be borne and paid entirely by the seller provided that such taxes shall have influence on the Contract.

**12、异议与索赔：**

Objections and claims:

1) 如果卖方未能在合同约定期限内交付全部或部分商品，经买卖双方协商合同解除或延期执行。

If the seller fails to deliver the goods completely or partially within the period stipulated in the Contract, both parties shall reach agreement to cancel the Contract or delay its performance through negotiation.

2) 货物运抵目的港 20（二十）天内，买方在卖方同意的情况下可自行对货物的有关内在和外观质量、规格、数量或重量进行检验。如果发现质量、数量或规格与合同约定不符时，买方应通知卖方并拍摄照片作为证据向卖方提出书面异议。卖方在接到买方书面异议后，应在 30（三十）天内予以反馈。

Within 20 (twenty) days upon arrival of the goods at destination port, the buyer may inspect the internal and appearance quality, specification, quantity or weight of the goods with the seller's consent. If inconformity is discovered as regards quality, quantity or specification between good and contract provisions, the buyer shall immediately notify the seller and take photos as the evidence to lodge a claim in written form. The seller shall respond to the claim within 30 (thirty) days upon receipt.

3) 买方未按本合同约定付款/开立信用证，未能取货或未能履行本合同规定的其他义务，卖方有权单方面解除合同或延期交货，也有权就损失对买方提出索赔。

In case the buyer fails to settle payment or open a letter of credit according to the Contract, or fails to pick up the goods or perform other obligations stipulated in the Contract, the seller are entitled to cancel the Contract or postpone shipment, and make claims on the loss caused by the buyer.

**13、不可抗力：**由于天灾、战争、武装起义、火灾、自然灾害、洪水、罢工、暴动、国内骚乱、抵触了国内法律、裁决、规章和其它超越双方控制能力等持续 30 天原因引起的，超过了双方可控制能力范围原因导致合同被推迟或者造成损失的，则双方对该结果都不承担责任。如果上述不可抗力因素持续时间超过 30 天，则本合同将自动解除（双方达成其它协议除外），任何一方将不承担违约责任，任何一方遭受不可抗力因素时，应在 48 小时内书面形式通知另一方，并且提供官方对此不可

抗拒因素的证明。因为中国关税变化和港口原因，导致的货物不能出口和延期，属于不可抗力。

Force majeure: both Parties shall be excused from any obligation to the extent that its failure of, or delay in, performance is due to an event of Force Majeure. Force Majeure shall mean acts of natural disasters, war, insurrection, conflagration, floods, strikes, riots, conflicts with laws, government rules, regulations or any other circumstances beyond the control of a party and lasting for 30 days. If the act of force majeure last for over 30 days, the Contract is terminated automatically unless the parties reach other agreements. Neither party is responsible for the termination. When force majeure occurs, the affected party shall give written notice of the occurrence within 48 of becoming aware of its occurrence and provide official evidence. China's tariff change and port related issue leading to the failure or delay of shipment shall not be excluded from the force majeure.

#### 14、争议解决:

Dispute settlement:

因执行本合同所发生的与合同有关的一切争议，包括合同的存在、有效或终止，双方应尽量通过友好协商解决。如 60（六十）天内无法达成一致，应提交中国国际经济贸易仲裁委员会，根据委员会的仲裁程序暂行规则在中华人民共和国北京由三名仲裁员进行仲裁。仲裁裁决是终局的，对双方都有最终约束力。仲裁费除另有裁决外，由败诉的一方承担。

In case any dispute is incurred arising from or in connection with performance of the Contract, including contract existence, validity or termination, the parties shall try to settle the dispute through amicable negotiation. If the parties cannot reach an agreement within 60 (sixty) days, the dispute shall be brought to the China International Economic and trade Arbitration Commission(CIETAC) for arbitration by three arbitrators pursuant to its provisional rules of arbitration procedures in Beijing, China. The arbitration is final and binding upon both parties. The arbitration costs shall be borne by the losing party unless otherwise awarded.

**15、定义：**本合同法律依据为《国际商会国际贸易术语解释通则 2010 版》和《联合国国际货物销售合同公约》。

Definition: The Contract is based on the *INCOTERMS 2010 of the International Chamber of Commerce and United Nations Convention on Contracts for the International Sale of Goods*.

#### 16、其他:

Miscellaneous:

1) 本合同经双方授权代表签字之日起开始生效，有效期三个月。

The Contract comes into effect upon the signature of authorized representatives of both parties. The Contract is valid within three months.

2) 本合同以电子形式传递的文件同样具备法律效力。

The signed contract transmitted in electronic form has equal legal effect with the paper form.

3) 本合同任何条款的无效不影响本合同第 14 条和第 15 条款的有效性。

The invalidity of any clause herein shall not affect the validity of No.14 and No.15 clauses in the Contract.

4) 合同一式二份，以中文和英文书写，两种文字具有同等效力。若对中文与英文条款产生异议，则以中文条款为准。

The Contract is made in duplicate in both Chinese and English with both versions being

equally authentic. In case any dispute between Chinese and English clauses, Chinese clauses shall prevail.

以下无正文

No text below.

卖方：聊城瑞锦（香港）有限公司

The Seller: LIAOCHENG RUIJIN (HONG KONG) CO., LIMITED

签名（章）：

Signature (seal):

日期：

Date:

买方：务阿皮革有限公司

THE BUYER: VULUA TANNERY LIMITED

签名（章）：

Signature (seal):

日期：

Date: