

合同 CONTRACT

买方(The Buyer): 上海外高桥保税区外高桥保税区

卖方(The Seller): WABELEN CO., LTD.

地址(Address): 上海外高桥保税区外高桥保税区

地址(Address): 上海外高桥保税区外高桥保税区

电话(Tel): 021 58870000 传真(Fax): 021 58870000

电话(Tel): 021 58870000 传真(Fax): 021 58870000

代理商: 上海外高桥保税区外高桥保税区

地址(Address): 上海外高桥保税区外高桥保税区

电话(Tel): 021 58870000 传真(Fax): 021 58870000

买卖双方同意按照下列条款签订本合同:

The Seller and the Buyer agree to conclude this Contract subject to the terms and conditions stated below:

(1)货物名称及规格,包装及装运唛头 Name of Commodity, Specifications and Shipping Mark	(2)数量 Quantity	(3)单价 Unit Price	(4)总 值 Total Amount
硫酸	500 KGS		224000.00
盐酸	500 KGS		100000.00
TOTAL:			324000.00

5. 装运期限 (Time of Shipment): 2000.01.01

6. 装运口岸 (Port of Loading):

7. 目的口岸 (Port of Destination):

8. 保险 (Insurance):

由卖方按发票金额110%投保 险和 附加险。

Insurance shall be covered by the for 110% of the invoice value against Risks and Additional Risks.

9. 付款条件 (Terms of Payment): T/T 120DAY

10. 装运条款 (Terms of Shipment): CIF SHANGHAI

11. 质量保证 (Quality Guarantee):

货物品质规格必须符合本合同及质量保证书之规定, 品质保证期为货到目的港1个月内。在保证期限内, 因制造厂商在设计制造过程中的缺陷造成的货物损害应由卖方负责赔偿。

The Seller shall guarantee that the commodity must be in conformity with the quantity, specifications and quantity specified in this Contract and Letter of Quality Guarantee. The guarantee period shall be 1 months after the arrival of the goods at the port of destination, and during the period the Seller shall be responsible for the damage due to the defects in designing and manufacturing of the manufacturer.

12. 不可抗力 (Force Majeure):

凡在制造或装船运输过程中, 因不可抗力致使卖方不能或推迟交货时, 卖方不负责任。在发生上述情况时, 卖方应立即通知买方, 并在 天内, 给买方特快传递一份由当地民间商会签发的事故证明书。在此情况下, 卖方仍有责任采取一切必要措施加快交货。如事故延续 天以上, 买方有权撤

The Seller shall not be responsible for the delay of shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within days thereafter the Seller shall send a notice by courier to the Buyer for their acceptance of a certificate of the accident issued by the local chamber of commerce under whose jurisdiction the accident occurs as evidence thereof. Under such circumstances the Seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than days the Buyer shall have the right to cancel the Contract.

13. 争议的解决 (Arbitration):

凡因本合同引起的或与本合同有关的任何争议应协商解决。若协商不成, 应提交中国国际经济贸易仲裁委员会深圳分会, 按照申请时该会当时施行的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

Any dispute arising from or in connection with the Contract shall be settled through friendly negotiation. In case no settlement is reached, the dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC), Shenzhen Commission, for arbitration in accordance with its rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

17. 附加条款 (Additional clause):

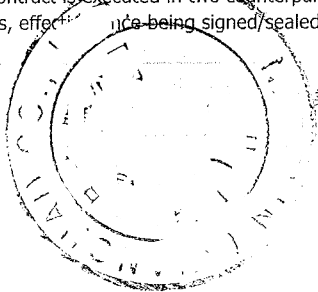
本合同上述条款与本附加条款抵触时, 以本附加条款为准。

Conflicts between Contract clause hereabove and this additional clause, if any, it is subject to this additional clause.

18. 本合同用中英文两种文字写成, 两种文字具有同等效力。本合同共2份, 自双方代表签字 (盖章) 之日起生效。

This Contract is executed in two counterparts each in Chinese and English, each of which shall deemed equally authentic. This Contract is in 2 copies, effective after being signed/sealed by both parties.

买方:



卖方:

代理商:

