# **南方科技大学**

**进口采购合同**

**合同编号：**

**项目名称：**

**采购部门：**

**合同金额：**

**签署时间：**

**进口采购合同**

# **Import Purchase Contract**

合同号：【】

Contract NO：【】

买 方： 南方科技大学

Buyer： Southern University of Science and Technology

地 址： 中国广东省深圳市南山区桃源街道学苑大道1088号

Address： 1088 Xueyuan Blvd., Nanshan District, Shenzhen City, P.R. China

电话 Tel： 0755-86245722 传真 Fax： 0755-86245722

买方代理：

Buyer Agent：

地 址：

Address:

电话Tel： 传真Fax:

卖 方：

Seller：

地 址 ：

Address：

Tel： Fax：

1. **采购商品 Commodities**

买方、买方代理及卖方三方同意按照本合同约定的条款由买方购进卖方售出以下商品：

This contract is made by and among the Buyer, the Buyer Agent and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodities subject to the terms and conditions as stipulated in this Contract, more details related to the commodities is stipulated in the Attachment to this Contract:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 项目  Item | 商品名称、品牌及型号  Name, Brand & Specification of Commodity | 数量  Quantity | 单价  U-Price  （USD ） | 总价  TTL-Price（USD ） | 产地  Country of Origin | 交货期  Delivery Date |
|  |  |  |  |  |  |  |
| 合计Total Value：   1. 本合同项下的价格为CIP/CIF南方科技大学/ The Price herein is CIP Southern University of Science and Technology   2）本合同项下的交货期指卖方将货物交至买方的期限。Delivery Date is referred to as the arrival date at Southern University of Science and Technology  3) 本合同项下卖方售出给买方的上述商品须保证商品的品牌、型号、产地与商品机身上铭牌保持一致。  All the commodities ’Brand, Model and Place of origin shall comply with the Contract stipulation and keep same with the commodities’ nameplates. | | | | | | |

合同中贸易术语(CIP/CIF)的定义以国际商会2010年国际贸易术语解释通则（INCOTERMS2010）的规定为准。

CIP terms according to Incoterms 2010.

1. **包装 Packing**

本合同项下的商品须装于适宜海运/空运/陆运等远途运输及气候变化的结实木箱或纸箱中，并妥善防潮、防震、防锈，可抵御粗鲁装卸。如因包装不当引起商品损害，责任应由卖方承担。如为木质包装，卖方需在所有木材上，包括集装箱内用来固定货物的木板、木条等所有木质上，打印“IPPC”标志。如因包装不当引起商品损害或由于未打印“IPPC”标志导致货物退港或罚款，责任应由卖方承担。若为无木质包装，则需提供无木质包装声明，该声明一式二份。

Commodities mentioned in this Contract shall be packed in new strong wooden cases or in cartons which are suitable for long distance ocean/parcel post/land transportation and the changes of climate, well-protected against dampness, moisture, shocks, rust and rough handling. The Seller shall be liable for any damage of the commodities due to improper packing. If the commodities are packed by wooden case, all the woods including those used to fix up the commodities in the container should be printed by the label of “IPPC”. Otherwise, the Seller should take responsibility for any penalty or the loss of withdrawing from the port. In the case of non-wood packing, the Seller should provide two originals of the non-wooden packing declaration.

1. **保险 Insurance**

由卖方按发票金额的【】%投一切险。

The Seller shall cover the insurance for 【】% of the invoice value which covers all risks.

1. **装运期限 Time of Shipment**

在本合同签订后【】日内。

The shipment shall be effected within【】days after signing of this Contract.

1. **装运口岸 Port of Loading**

【中文】

【英文】

1. **目的口岸 Port of Destination**

【中文】

【英文】

1. **装运唛头 Shipping Marks**
2. **质量保证 Guarantee of Quality**

卖方保证本合同项下的商品是用上等的材料和工艺制成，全新，未曾用过，并完全符合本合同规定的质量、规格和性能。卖方并保证本合同项下的商品在正确安装、正常使用和维修的情况下，自货物验收通过之日起【】个月内运转良好。

The Seller shall guarantee that the commodities are made of best materials, with first-class workmanship, brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this Contract. The Seller shall also guarantee that the commodities, when correctly mounted and properly operated and maintained, will give satisfactory performance for a period of 【】months starting from the date on which the commodities goods passed the acceptance.

1. **验收标准 Check and Acceptance Standard**

卖方保证买方购买的仪器设备满足原制造厂所提交的产品样本及操作手册中的技术指标以及买卖双方已达成一致的其他约定。

The Seller must guarantee that the instruments' style and technique parameters accord with the manufactory's stylebook and technique parameters in operation manual as well as other standards agreed upon by the Seller and the Buyer.

1. **付款方式 Payment**

买方代理在收到相应货款后凭卖方出具的商业发票一式贰份在【】个工作日内电汇支付合同100%货款。

本合同项下的付款方式应当符合相关法律法规的规定，若有冲突，应以相关法律法规的规定为准。

The Buyer Agent shall T/T 100% value of the commodities within 【】 working days after receiving corresponding amounts against commercial invoice in 2 originals.

Payment under this Contract shall be in accordance with relevant laws/regulations. In case of any conflict, payment shall be made subject to relevant laws/regulations.

1. **装运Shipping**
   1. 卖方确保货物发运到达目的港后，享有【】个工作日的免仓期。

The Seller should guarantee that the Buyer Agent will have 【】 free-storage working days after the commodities have arrived at the destination port.

* 1. 卖方应在装箱后立即传真装运通知及装运单据给买方代理，并于货物装运后【】日内邮寄以下一整套装运单据正本给买方代理，若因卖方提供的信息不准确或迟交资料，导致无法清关及产生相应的仓储等所有费用皆由卖方承担。。

The Seller should fax shipping documents and shipping notice, and also provide one set of original shipping documents to the Buyer Agent to clear the Customs within 【】 days after the shipment. All the charges and expenses incurred in case the Buyer's Agent cannot clear the Customs in time due to the documents provided by the Seller are incorrect or the Seller has delayed in providing documents should be borne by the Seller.

* 1. 装运通知包括：合同号、商品名称、数量、尺寸、发票价值、空运单号、毛重、启航日期及预计抵达目的港日期、目的港货代联系人及联系方式。

The shipping notice includes the contract number, description of commodities, quantity, size, value of invoice, air waybill, gross weight, the date of sailing, estimated date of arrival, contacts and information of contacts.

* 1. 装运单据documents of shipment
     1. 通知目的口岸收货人，已装运的空运清洁提单一份；

One clean air waybills marked“freight prepaid”, notifying the consignee named in this Contract;

* + 1. 签字的该批货物金额的商业发票一式一份，发票抬头为买方及买方代理并注有买方代理合同号、货物描述、单价及总价；

One signed commercial invoice of 100 % value of the commodities in the title of the Buyer and the Buyer Agent indicating the Buyer Agent's contract number, and description of commodities, unit price and total price;

* + 1. 装箱单一式一份，装箱单抬头为买方及买方代理并注有买方代理合同号、唛头、详细内容、分列每项货物的尺寸、毛重及净重。

One packing list in the title of the Buyer and the Buyer Agent indicating the Buyer Agent's contract number, shipping mark, description of commodities, each commodity's size, gross weight and net weight.

* + 1. 由制造商出具的质量数量证明书原件一份；

Certificate of Quality and Quantity in one original issued by the manufacturer;

* + 1. 由制造商出具的产地证原件一份；

Certificate of Origin in one original issued by the manufacturer;

1. **索赔 Claims**

在货到目的口岸【】天内如发现货物品牌、型号、产地、质量、规格或/和数量、重量、体积与本合同相关规定或卖方提交的清关文件不符时，买方或买方代理有权凭买方出具的相关证明文件或深圳市出入境检验检疫局或有效第三方出具的检验证书向卖方索赔，要求换货或赔款，因此产生的一切费用（包括检验费、退货及换货运费、保险费、仓储费及装卸费等）皆由卖方负担。

Should the brand , model, place of origin specification, quality and/or quantity, weight, volume be found not in conformity with this Contract and the documents for customs clearance provided by the Seller within 【】 days after the arrival of the commodities at the port of destination, the Buyer and the Buyer Agent shall and have the right to, based on the relative documents issued by the Buyer or inspection certificate issued by the Shenzhen Entry-Exit Inspection and Quarantine Bureau, claim for replacement or compensation. All expenses including but not limited to inspection charge, freight for resuming the commodities and for sending the replacement, insurance premium, storage and unloading charge etc) arising from the aforesaid shall be borne by the Seller.

1. **延迟交货及合同解除 Delayed Delivery and Termination of Contract**
   1. 如卖方未按本合同规定的时间交货，除不可抗力原因外，卖方应按迟交货物部份总值的0.3%/每天赔偿给买方直至交货为止。

Should the Seller fail to make delivery on time as stipulated in this Contract with the exception of generally recognized Force Majeure causes, the Seller shall pay the Buyer compensation at the amount of 0.3 % of the value of delayed commodities for every day delay.

* 1. 如卖方延迟交货超过【】天，买方有权单方解除合同，同时买方在13.1项下的索赔权利不受影响。

Should the Seller fail to make delivery than the delivery date stipulated in this Contract for more than 【】 days, the Buyer is entitled to terminate this Contract, and be paid the compensation according to Article 13.1.

1. **争议解决 Settlement of Disputes**

凡有关执行本合同所发生的一切争执，三方须通过友好协商解决，协商不成的，应向买方住所地有管辖权的人民法院提起诉讼。

All the disputes arising from the execution of, or in connection with this Contract shall be settled amicably through friendly negotiation by parties. In case no settlement can be reached through negotiation, the disputes shall be brought to the competent court in the area of the Buyer's domicile.

1. **管辖法律 Governing Law** 
   1. 本合同应受中华人民共和国法律和法规的管辖，联合国国际货物销售合同公约及其他的国际条约/条例也可作参考。

This Contract should be governed by the laws/regulations of the People's Republic of China, and the United Nations Convention on Contracts of International Sales of Goods and other international treaties / practices may be consulted as well.

* 1. 本合同由三方签字盖章之日起生效。合同正本陆份，买方，买方代理，卖方各执两份，每份合同具有同等的法律效力。

This Contract shall be effective upon signing by three parties in six originals and each party shall keep two originals, each of which shall have the same force.

* 1. 本合同以及三方来往中的所有书面文件资料均应采用中英文两种文字书写，或者只用中文书写；中英文发生歧义时，以中文为准。

All written documents among each party including this Contract should be written in Chinese and English, or just in Chinese. In case of any discrepancy between the two versions, the Chinese version shall prevail.

1. **其他 Others**
   1. 本合同三方签字盖章后【】日内，卖方须提供办理免税所需的产品说明书。

The Seller should provide the product instructions in Chinese and English to the Buyer within 【】 days after tripartite parties have signed and sealed this Contract.

* 1. 卖方到货时间须选在买方代理和买方法定工作日内，避免节假日接货验收，否则由此造成的任何费用由卖方承担。

The time of commodities' arrival should be in legal working days of the Buyer and the Buyer Agent to avoid picking up and testing the commodities in holidays, otherwise the Seller should be charged with any resulting expenditure.

* 1. 卖方银行信息 Account Information of the Seller

银行名称:

地址:

SWIFT CODE:

账号:

受益人:

* 1. 本合同所有附件应视为本合同不可分割的组成部分并具有同等效力，为卖方向买方提供的全部设备以及配件明细。

All appendixes to this Contract shall be integral parts of this Contract and shall have equal effect. Details of the commodities shall be the details of all equipment and their fittings which provided by the Seller to the Buyer.

**买方 BUYER：南方科技大学**

**Southern University of Science and Technology**

法定代表人/授权代表签字（Signature）：

**买方代理 BUYER AGENT：**

法定代表人/授权代表签字（Signature）：

**卖方SELLER：**

法定代表人/授权代表签字（Signature）：

**日期： 年 月 日**

**Date：**

**附件Attachments：配置清单**

**货物名称及规格型号、数量、价格**

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| --- | --- | --- | --- |
| 规格配置 | 数量 | 计量单位 | 中文名称 |
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