# 2025年国际买卖合同的国际标准(六篇)

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**国际买卖合同的国际标准一**

seller. the l/c should with a minimum validity of four months. 10%paid by t/t within 2 weeks against acceptance

certificate signed by enduser

在装运之前\_\_\_\_天，买方应通过一流银行开立一份不可撤销的、以卖方为受益人的、金额为合同总价%的有效期至少为个月的即期信用证。%凭最终用户签字的设备验收证书2周内电汇支付。

any letters of credit established in favour of the seller shall be issued by first class banks acceptable by the seller which have adopted the uniform customs and practice (ucp) for documentary credits issued by the international chamber of commerce (icc), applicable at the date the contract comes into force.

任何开立的以卖方为受益人的信用证应由卖方可接受的一流银行开出，并应采用本合同生效之日适用的国际商会发布的《跟单信用证统一惯例》。

in the event, that the buyer fails to perform this obligation, the seller shall have the right to withdraw, cancel all or part of the contract without obtaining the buyer’s consent and without paying any compensation to the buyer.

如果买方未能履行上述义务，卖方有权全部或部分撤销、解除合同，无需买方同意且无需向买方支付任何赔偿。

**国际买卖合同的国际标准二**

in case the goods cannot be despatched to their destination at the date scheduled therefor by reasons attributable to the buyer and/or outside seller’s reasonable control, the seller shall be entitled to store the goods concerned at the buyer expense and risk. in such case the warehouse receipt(s) shall serve as substitute(s) for the shipping documents in all respects and the buyer undertakes to reimburse within fourteen days of our first demand any and all additional expenses so incurred.

如果由于买方的原因和/或超出卖方合理控制的原因导致货物不能在预订的日期发运至其目的地，卖方应有权将相关货物进行存储，由买方承担费用和风险。在该等情况下，仓单应在所有的方面替代装运单据，并且买方保证在[卖方]首次要求后14天内偿付卖方因此发生的所有和一切费用。

any delay in the fulfilment of the above-mentioned conditions will oblige the buyer to compensate the seller for the additional costs resulting from the suspension of the execution of the contract. in case such delay would exceed a period of three months the seller is entitled to cancel the contract without any penalty or liability towards the buyer.

延迟履行上述条件将使买方有义务赔偿卖方由于中止本合同履行而发生的额外费用。如果该等延迟超过3个月，卖方有权解除本合同，并且不应受到任何处罚或者对买方承担任何责任。

philips will only be responsible for freight and insurance from pmg to hospital, all charges happened during customs transference and clearance at airport or seaport will be born by i/e corp., . terminal handling charge, port service charge, storage charge, dispatch charge, container yard charge, demurrage charge, customs clearance charge, customs transference charge, container detention, documentation charge, inspection charge, etc.

飞利浦医疗大系统产品的交货方式为cip hospital条款, 即成本+运费+保险到医院. 在此条款下, 飞利浦只负责产品从工厂到医院的运费和保险, 其中包括海运及内陆运输部分. 清关和转关过程中在空港或海港发生的费用, 包括转关手续费, 报关费, 报检费, 通道费, 仓储费, 换单费, 掏箱费, 转站费, 滞箱费, 集装箱修理费, 洗箱费, 押车费, 港杂费及分拨费等都由外贸公司承担.

**国际买卖合同的国际标准三**

should anything happen which prevents either party from executing the contract which could not be controlled, avoided and overcome, such as war, serious fire, typhoon, earthquake, floods and other cases, the concerned party shall notify the other party by fax or telex within the shortest possible time and send by registered airmail to the other party a certificate issued by competent authorities for confirmation within fourteen (14) days following the occurrence of the case of force majeure.

如果发生任何不能控制、不能避免并且不能克服的事件防碍任何一方对本合同的履行，诸如战争、重大火灾、台风、地震、水灾和其他事件，受到影响的一方应在尽可能短的时间内以传真或电传通知另一方，并且应在该等不可抗力事件发生后14天内以挂号航空的方式向另一方发出一份由主管机关出具的证明加以确认。

the concerned party shall not be responsible for any delay or failure in performing any or all of the obligations due to the event of force majeure. however, the concerned party shall inform the other party by telex or fax the termination or elimination of the cause of the force majeure as soon as possible.

受到影响的一方不应对不可抗力事件造成的延迟或未履行任何或全部义务承担责任。然而，受到影响的一方应尽快以传真或电传将不可抗力事件的终止或消除通知另一方。

the parties shall proceed with their obligations immediately after the date when the case of force majeure has ceased or the effects have been removed and the term of the contract shall be extended correspondingly. should the effects of the force majeure mentioned above last more than one hundred and twenty (120) consecutive days, both parties shall settle further execution of the contract through friendly negotiations as soon as possible.

双方应在不可抗力事件终止或其影响被消除之日立即开始履行各自的义务，并且本合同的期限应相应地予以延长。如果上述不可抗力的影响持续120个连续日，双方应通过友好协商尽快解决本合同的进一步履行。

**国际买卖合同的国际标准四**

according to the prc custom regulations, the import duty on service parts should be waived within the warranty period if the equipment was legally imported to china. the buyer shall provide a copy of the following document to the supplier within the stated time in order to obtain this waiver:

根据中国海关的规定，如果设备是合法进口到中国的，在质量保证期内维修零部件应免除进口关税的征收。买方应在下述时间内向[供货商]提供如下文件的副本以取得该等免除：

import declaration certificate (within 2 weeks after the custom clearance);

tax exemption certificate; or

进口报关单(报关后2个星期之内)

· receipt of import tax of the equipment (within 2 weeks after the custom clearance) and

设备进口关税完税证明(报关后2个星期之内)

· receipt of vat of the equipment (within 2 weeks after the custom clearance)

设备进口增值税完税证明(报关后2个星期之内)

the free of charge replacement of defective parts during the warranty period provided by the seller shall be void if the buyer is unable to supply the aforesaid documents. all taxes on spare parts levied by the china government shall be borne by the buyer.

如果买方无法提供上述单据，卖方在质量保证期间对有缺陷的部件提供的免费更换应失效。xxx对部件征收的所有税赋应由买方承担。

**国际买卖合同的国际标准五**

this contract is made by and between the buyer and the seller; whereby the buyer agrees to buy and the seller agrees to sell the commodity and on terms and conditions stipulated below:

本合同由买卖双方订立，根据下列条款和条件买方同意购买且卖方同意出售下列商品：

item no. 序号

commodity and specifications 商品和规格

quantity数量

unit price + price term单价和价格术语

total amount in 总价(美元)

total value: usd (say . dollar only)总金额： 美元 (大写 美元整)

**国际买卖合同的国际标准六**

the warranty period of the contract commodity supplied by the seller shall be twelve (12) months counting from the date of hand-over of the contract commodity to the end user; or fifteen (15) months from the date of landing at the port of destination, whichever comes first.

本合同项下卖方提供的商品的质量保证期为12个月，从该等商品交付给最终用户之日起算，或者为从该等商品到达目的港之日起的15个月，以先到期者为准。

seller’s obligations under this warranty are limited, at seller’s option, to the repair or the replacement of the commodity (or a portion thereof), or to a refund of a portion of the price paid by the buyer.

卖方责任局限于,取其选择，修改或更换商品(或其部分)或退还部分买方所付的价格。

the above states seller’ entire obligation and liability, and the buyer’s sole remedy in the event of a breach of commodity warranty.

上术列出于商品不符合质量情况下卖方所有的责任以及买方的唯一补救。

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