# 英文基金合同范本(实用3篇)

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*英文基金合同范本1棉花买卖合同（适用于非国产棉贸易）COTTON PURCHASE CONTRACT APPLICABLE TONON- CHINESE COTTON TRADE中国棉花协会制定INSTITUTED BY CHINA COT...*

**英文基金合同范本1**

棉花买卖合同（适用于非国产棉贸易）

COTTON PURCHASE CONTRACT APPLICABLE TO

NON- CHINESE COTTON TRADE

中国棉花协会制定

INSTITUTED BY CHINA COTTON ASSOCIATION

20xx年4月

棉花买卖合同

COTTON PURCHASE CONTRACT

合同编号: 日期:

Contract No.: Date:

买方: 卖方:

Buyer:Seller:

地址: 地址:

Address: Address:

电话: 电话:

Tel: Tel:

传真: 传真:

Fax: Fax:

电子邮件：电子邮件：

E-mail: E-mail:

本合同由买卖双方订立，根据本合同规定的条款，买方同意购买、卖方同意出售下述商品:

This Contract is made and entered into by and between the Buyer and the Seller; and in accordance with the terms and conditions of the Contract, the Buyer agrees to buy and the Seller agrees to sell the following commodity:

1 商品名称

1 Commodity

产地：

Origin:

生产年度：

Crop year:

类别：（细绒棉 ，长绒棉）

Category: \_\_\_\_\_\_\_\_\_ (upland cotton, long-staple cotton)

加工方式： 锯齿棉皮辊棉

Ginning: saw ginnedroller ginned

2 规格/质量

2 Specifications/Quality

级别: USDA通用棉花标准

Grade:USDA Universal Cotton Standards

凭小样（小样型号）

by type:

长度: （英寸，毫米）

Staple Length: (inch/mm)

马克隆值: NCL

Micronaire: NCL

断裂比强度值: 最小值 克/特克斯，平均值 克/特克斯以上

Strength: minimumgrams/tex,

average above grams/tex

3 数量

3 Quantity

净重： （吨，磅，包）

Net Weight:(ton/pound/bale)

溢短装率: %（默认值为％） 不允许多装

Weight Tolerance Ratio %( If not specified here, will be applied)

Excess not allowed

吨与磅的换算公式： 1吨=磅

Conversion between ton and pound: 1 ton= pounds

4价格

4 Price

单价：（美分/磅，人民币元/吨）

Unit Price: (USC(cent)/pound or RMB(Yuan)/ton)

价格条件： （CIF，CFR， FOB，其它）

Terms: (CIF, CFR, FOB or others)

总价: （美元，人民币元）

Total Value:(USD/RMB)

5付款方式 信用证 凭单托收其它

5 Payment Terms Letter of Credit D/P Others

6重量、质量检验:CIQ检验证书为结算和索赔的依据

6 Weight and Quality Inspection: CIQ Inspection Certificate shall be the basis for settlement and compensation

7装运/交货日期：从——（年月日）到——（年月日），或按月等量装运/交货（每月数量）（吨，磅，包）

7 Shipment / Delivery: shipment /delivery from\_\_\_\_\_\_\_\_\_(mm/dd/yy) to\_\_\_\_\_\_\_(mm/dd/yy) Or equal monthly shipment/delivery as follows: \_\_\_\_\_\_\_\_\_\_\_( ton, pound, bale)

8目的地:

8 Destination:

9一般条款

9 General Terms

一般条款为本合同不可分割的一部分。对该条款中任何一款的修改和删除应在备注中注明。 The General Terms shall constitute an integral part of the Contract. Amendment to or deletion of any general terms shall be specified in the Remarks.

10 仲裁：凡因本合同引起的或与本合同有关的任何争议，双方同意提交：（中国国际经济贸易仲裁委员会[CIETAC]； 国际棉花协会[ICA]; 其它仲裁机构），按照申请仲裁时该仲裁机构现行有效的仲裁规则进行仲裁。

10 Arbitration: Any dispute arising from or in connection with the Contract shall be referred to ( CIETAC ，ICA , OTHERS )for arbitration in accordance with its arbitration rules effective at the time of application.

11 本合同采用书面形式，由买卖双方授权代表签字。双方在合同签订日之前以其它书面通讯方式,如信函、电报、传真或电子邮件形式达成的成交内容，须由本合同确认。

11 This Contract shall be made in written form and signed by the authorized representatives of the parties. The signed or stamped contract shall verify the terms and conditions of the contract previously agreed to at an earlier date in other written communications including mail, telegraph, fax, or e-mail.

12 备注

12 Remarks

买方签字: 卖方签字:

Signature of the Buyer:Signature of the Seller：

日 期： 日 期：

Date: Date:

一般条款

GENERAL TERMS

本一般条款是《棉花买卖合同》不可分割的一部分。

These General Terms shall be an integral part of the Cotton Purchase Contract.

1 定义

1 Definitions

在本合同中,下列词语的含义如下:

The following terms shall have the following meanings in the Contract:

· CIQ：中国出入境检验检疫机构。

CIQ：China Entry-Exit Inspection and Quarantine

· NCL：不允许超出控制界限。

NCL：No control limit is allowed.

· USDA：美国农业部。

USDA: United States Department of Agriculture

· 通知：采用电报、信函、传真、电子邮件等方式告知对方。

Notification: to notify the other party by telegraph, mail, fax, e-mail, or other methods.

· 皮重：棉花包装材料的重量。

Tare: the weight of cotton’s packaging materials.

· 净重：总重扣除皮重后的重量。

Net Weight: the gross weight less tare.

· 非棉物质：混入棉花中对使用有严重影响的硬软杂物，如化纤丝、麻丝、破布、木屑、金属物品等。

Non-Cotton Substance: soft or hard sundries mixed in the cotton that have serious impact on the use of the same, including chemical fiber, flax, cloth, wooden chips metal articles, etc.

· 无纺用价值棉花：霉变棉、水渍棉、油污棉、火烧棉、棉花废料、棉短绒等。

No Spinning Value Cotton: mouldy cotton, water damaged cotton, oil stained cotton, burned cotton, cotton waste and linters, etc.

· 棉花废料:加工或使用棉花过程中产生的下脚回收废料等。

Cotton Waste: leftover and/or recycling waste left during the processing or use of the cotton.

· 欺诈棉包：单个棉包中：含有与棉花完全无关的非棉物质；里面含有污染棉花，但从棉包外部或可看出或看不出来；好棉花在外面，次棉花包在里面，以免在常规检查中被发现；有一定数量的无纺用价值棉花。

False Packed Bale: cotton in a single bale: containing substances entirely foreign to cotton; containing damaged cotton in the interior with or without any indication of such damage upon the exterior; composed of good cotton upon the exterior and decidedly inferior cotton in the interior, in such a manner as not to be detected by customary examination; or containing a certain amount of no spinning value cotton.

· 混杂棉包：单个棉包中含有一定数量不同品级、不同长度或不同颜色类型的棉花。

Mixed Packed Bale: a bale containing a certain amount of different grades, staples or colors of cotton.

· 溢短装率：到岸重量超出或少于合同规定重量的部分占合同总重量的百分率。

Weight Tolerance Ratio: the percentage of the part of the CIQ landed weight exceeding or shorter than the weight provided by the Contract against the total contract weight.

· 棉包密度：采用通用棉包密度，是指根据国际标准化组织——ISO第8115-1986（E）的规定，一个货包长度在1060-1400毫米，宽度540毫米，高度700-950毫米。

Bale Density: Universal Bale Density as determined by the International Standards Organization – ISO Reference No. 8115-1986 (E) is a bale with the nominal dimensions of 1060 to 1400 mm in length by 540 mm in width and 700-950 mm in height.

2包装

2 Packing

适合于海运的紧缩机出口包装，外裹棉布或其他不能产生异性纤维的包装，捆扎牢固，包装完整。如果使用容易产生异性纤维的包装材料包装棉花，则卖方须承担全部清理异性纤维的费用。棉花须以通用密度压缩货包的形式供货。

Compressed export packing suitable for voyage, outside wrapped by cotton cloth or other packing materials that do not contain foreign matters, tightly and completely packed. If any packing materials that may easily produce foreign matters are used to pack the cotton, the Seller shall bear all the expenses for the cleaning of foreign matters. The cotton shall be supplied in forms of universal density compressed package.

3唛头

3 Marks

除非另有约定，在棉包上挂有永久性棉包标识卡或在棉包的两侧用不褪色的颜料按下列项目逐包刷唛，其内容为：

Unless otherwise agreed, hang permanent cotton identification card onto the cotton bale or mark on both sides of each cotton bale with unfading paint the following items:

A 批号/包号 \_重 C合同号

A. Lot Number/Bale NumberB. Gross WeightC. Contract Number

若唛头不清，由此而产生的混唛理货费由卖方承担。

If the marks are not clear, all the expenses arising from sorting the mixed mark bales shall be borne by the Seller.

4装船通知

4 Shipment Notice

如为FOB成交:卖方应在收到船公司的装运通知后48小时内，通知买方合同号、品级、长度级或小样型号、包装、净重、金额；装船日期、装船口岸、目的港和预计到港日期，并航寄、传真或电子邮件的形式将装船单据副本一式三份给买方。

Under FOB terms: the Seller shall notify the Buyer by telegraph, fax or e-mail of the contract number, grade, staple or type, packing, net weight, and price; as well as shipment date, shipment port, destination port and estimated arrival date within 48 hours after notification from the shipping line and mail, fax or e-mail three copies of the duplications of the loading documents to the Buyer.

如为CFR/CIF成交:卖方应在收到船公司的装运通知后48小时内，通知买方船名、船龄(老船卖方要付超龄加保费)、船旗、装船日期、装船口岸、目的港、合同号、提单号、总金额、毛重、净重。

Under CFR/CIF terms: the Seller shall notify the Buyer of the ship name, ship age (for aged ship the Seller shall pay the over-age extra premium), ship flag, shipment date, shipment port, destination port, contract number, number of the bill of lading, total price, gross weight and net weight within 48 hours after the shipment notification from the shipping line.

如卖方未按上述、款规定通知买方，以致买方未能及时购买保险，由此而产生的损失由卖方负担。

If the Seller fails to notify the Buyer by telegraph, fax or e-mail as provided in above Article

and Article and thus the Buyer is unable to purchase the insurance in time, all the losses arising therefrom shall be borne by the Seller.

**英文基金合同范本2**

1. 终止本合同条件 Termination conditions

A. 试用期间，双方皆可即时通知对方解除本合同;

During the probation period, either side can terminate the contract by immediate effect.

B. 试用期满后，任何一方欲解除合同，须提前三十日以书面形式通知对方。否则，违约方须向守约方支付违约金(违约金为乙方一个月的工资)，若造成守约方经济损失的，应依法承担赔偿责任。

Either side can terminate the contract by giving 30 days notice in written form after probation period.

2. 甲方在下列情况下可随时直接地通知乙方解除本合同，无须履行任何法定义务和手续，无须向乙方补偿If any case of the following circumstances, Party A has the right to inform Party B rescission of the contract：

A. 乙方在试用期间达不到甲方的要求;Party B’s performance can’t meet Party A’s requirement.

B. 乙方严重失职，给甲方利益造成重大损失的;

The other party has breached the contract, to the extent that such breach has seriously affected the economic benefits expected when concluding the contract

C. 违反甲方有关规定，应予开除的，详情请参照《员工手册》执行。The condition agreed on in the Party A\'s employee manual for rescission of the contract has arisen

3. 乙方在下列情况下终止本合同不需向甲方补偿

If any one of the following circumstances, Party B has the right of inform Party A rescission of the contract without any compensation：

A. 被非法限制人身自由的手段强迫劳动的;

Party B is forced to work by illegal means.

B. 未按本合同约定支付劳动报酬或劳动条件的;

Party B cannot get the salary or working conditions which agreed in the contract.

十一、甲、乙双方须共同遵守国家有关法规以及甲方《员工手册》的有关规定。

Both Party A and Party B shall obey the related regulation of PRC China and Party A\'s employee manual.

十二、本合同自甲方盖章、乙方签署之日起生效。

This contract shall come into effect since both sides sign their names.

十三、本合同以中文版本为准，合同一式二份，甲、乙双方各执一份。

. In case of pergence, the Chinese texts shall be regarded as authentic. Two originals, one for Party A, the other one for Party B.

甲、乙双方签署同意以上条款The above terms is agreed by:

甲方(Party A)： 签署日期(Date)：

party a：party b：

contract no

date：

signed at：

witnesses that the party a for considerations hereinafter named, contracts and agrees with the party b that party a will, within\_\_\_\_\_ days, next following the date hereof, build and finish a libarary building for party b. （ the building hereinafter is referred to as the said building.） the said building is of the following dimensions, with reinforced concrete, brick, stones and other materials, as are described in plans and specifications gereto annexed.

in consideration of the foregoing, party b shall, for itself and its legal representatives, promise to pay party a the sum of one million rmb yuan in manner as follows, to wit：

rmb\_\_\_\_\_at the beginning of the said work.

rmb\_\_\_\_\_on \_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_（ for example： 3/21/XX）

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

and the remaining sum will be paid upon the completion of the work.

it is further agreed that in order to be entitled to the said payments （ the first one excepted, which is otherwise secured ）, party a or its legal representatives shall, according to the architect\'\'s appraisement, have expended, in labor and material, the value of the payments already received by party a, on the building, at the time of payment.

for failure to accomplish the faithful performance of the agreement aforesaid, the party so failing agrees to forfeit and pay to the other\_\_\_\_\_rmb yuan as fixed and settled damages, within one month form the time so failing.

in witness whereof we have hereunto set our hands and seals the day and year first above written.

signed, sealed and delivered

in the presence of

party a ： party b：

**英文基金合同范本3**

1. 有薪国家法定假日 Statutory Holiday of PRC China with pay

2. 有薪婚假/产假/丧假 Leave for Marriage, Maternity and Mourning with pay.

3. 有薪年假 Annual leave with pay

4. 社会保险 Social Insurance

5. 年度奖金Annual bonus (based on the months worked with party A at the rate of one month’s wage for each full year worked. )

详情请参照《员工手册》Please refer to Party A\'s employee manual for detail info.

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