



中国国际  
经济贸易  
仲裁委员会编

# 国际技术贸易 合同书示范文本及 相关法律法规

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# 前 言

现代国际贸易已经超出了传统的单纯货物买卖的范围,技术贸易在国际贸易中所占比重越来越大。扩大对外经济技术合作,提高科学技术水平,促进国民经济发展,已成为我国的基本国策。为了使广大贸易者了解、掌握有关国际技术贸易的法律法规以及国际技术贸易合同书所应具备的主要内容和合同书示范格式文本,中国国际经济贸易仲裁委员会和中国国际商会仲裁研究所共同汇编了《国际技术贸易合同书示范文本及相关法律法规》,以供广大贸易者及有关法律工作者在实际工作中参考。由于时间仓促,错误在所难免,敬请批评指正。

中国国际经济贸易仲裁委员会

2002年8月20日

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# 合同书示范文本

(中英对照)

## 成套设备进口合同(CIF 条件)

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# **CIF MODEL CONTRACT FOR IMPORTATION OF CONTRACT PLANT**

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- Appendix 3 Specification, Performance, Guarantee Indices and Warranty for the Contract Equipment, Contract Plant and Contract Product (Omitted)
- Appendix 4 The Contents of Technical Service and the Treatment the Seller's Technical Personnel
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- Appendix 11 The Specimen of Irrevocable Letter of Guarantee for Advance Payment Issued by the Seller's Bank
- Appendix 12 The Specimen of Irrevocable Letter of Guarantee Issued the Seller's Bank

## 成套设备进口合同(CIF 条件)

本合同编号为:\_\_\_\_\_

本合同签字日期为:\_\_\_\_\_

本合同签订地点为:\_\_\_\_\_

中国\_\_\_\_\_公司(根据中华人民共和国法律成立注册的公司,以下简称买方)为一方,与\_\_\_\_\_公司(根据\_\_\_\_\_国法律成立注册的公司,以下简称卖方)为另一方,双方通过友好协商同意就下列条款签订本合同。

### 第一章 定 义

除双方当事人另有明确的书面约定外,下列术语具有所指明的含义:

1.1 合同设备:卖方所提供的本合同附件一和附件三规定的用以生产合同产品的设备、材料、零部件或备件。

1.2 合同项目:卖方所提供的本合同附件三规定的用以生产合同产品的技术和设备以及买方提供的与这些技术和设备相配套的辅助设施。

## **CIF Model Contract for Importation of Complete Plant**

Contract No. \_\_\_\_\_.

Date of Signature: \_\_\_\_\_.

Place of Signature: \_\_\_\_\_.

This Contract is made and entered into through friendly negotiation by and between China \_\_\_\_\_ Corporation, a corporation organized and existing under the laws of the People's Republic of China (hereinafter referred to as the Buyer), as one party and \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ (hereinafter referred to as the Seller), as the other party, under the following terms and conditions:

### **Chapter 1 Definition**

In the contract unless the context otherwise defines:

1.1 Contract Equipment means the equipment, materials, spare parts or any part thereof supplied by the Seller including those with which Contract Products are produced, details of which are specified in Appendix 1 and 3 to the Contract.

1.2 Contract Plant means the plant comprised of Contract Equipment, Technology and the complete sets of auxiliary facilities, details as per the Contract.

1.3 合同产品:本合同项目生产的具有本合同附件三规定的规格、性能、技术指标的产品。

1.4 合同价格:买方因卖方全部且适当履行合同义务而支付的本合同附件七规定的总价。

1.5 合同币种:用以支付本合同价款的货币,即\_\_\_\_\_。

1.6 买卖双方银行:买方银行为\_\_\_\_\_;卖方银行为\_\_\_\_\_。

1.7 安装:本合同附件十规定的合同项目全部设备的装配、就位和连接等组装工作。

1.8 试车:安装之后设备的单独或联动的试运转以检测合同设备的机械性能。详见合同附件十。

1.9 投料试生产:本合同附件十规定的合同项目连接公用设施和投入原料以试制合同产品。

1.10 性能测试:检测本合同附件三所规定的各项保证数值,包括设备的各项性能和产品的技术指标。

1.11 验收:如果考核结果表明,合同项目能够全部达到本合同附件三所规定的各项保证指标,则视为买方所验收。

1.12 装卸港口:装运港为\_\_\_\_\_;卸货港为\_\_\_\_\_。

1.3 Contract Product means the products manufactured in the Contract Plant, the technical specifications, performance and guarantee indices of which are specified in Appendix 3.

1.4 Contract Price means the sum payable to the Seller under the contract for full and proper performance of its contractual obligations, details of which are specified in Appendix 7.

1.5 Contract Currency means the currency in which the payment is made under the contract, namely \_\_\_\_\_.

1.6 Both Parties' Banks, refer to \_\_\_\_\_, as Buyer's Bank; \_\_\_\_\_, as Seller's Bank.

1.7 Erection means the installation of the equipment, spare parts and materials including placing and connecting the parts to their positions according to the design drawing, details of which are specified in Appendix 10.

1.8 Test Runs means the test conducted respectively on the individual equipment and a series of equipment after Erection in order to check the mechanical performance of Contract Equipment, details of which are specified in Appendix 10.

1.9 Commissioning means the initial production of the Contract Plant for the purpose of carrying out the Performance Test after the utilities being connected and the raw materials being put into the Contract Plant, details of which are specified in Appendix 10.

1.10 Performance Test means the tests conducted pursuant to Appendix 10, in order to identify whether the Contract Plant and the Contract Product have achieved the technical performance and guarantee indices specified in Appendix 3.

1.11 Acceptance means the Buyer accepts the Contract Plant after it reaches the technical performance and guarantee indices specified in Appendix 3.

1.12 Port of Shipment and Unloading refers to \_\_\_\_\_ port, as Port of Shipment; \_\_\_\_\_ port as Port of Unloading.

1.13 目的地机场:\_\_\_\_\_。

1.14 工作现场:执行合同项目的场所,即\_\_\_\_\_(地点)。

1.15 现场代表:合同双方各自任命的在工作现场代表己方全权处理与合同义务有关的一切事务的人员。

1.16 技术文件:本合同附件二、三、八、九中所列的与合同项目的设计、检验、安装、试车、投料试生产、性能测试、操作、维修等有关的全部技术数据、规格、图纸和文件。

1.17 技术服务:卖方根据本合同附件四的规定,就合同项目的设计、安装、试车、投料试生产、性能测试、操作、维修等工作,向买方提供的技术指导、协助和监督。

1.18 技术培训:卖方根据本合同附件五的规定,就合同项目的设计、安装、试车、投料试生产、性能测试、操作、维修等工作,向买方提供的技术上的培训。

1.19 检验机构:中华人民共和国出入境检验检疫局设立在卸货港和/或工作现场的或邻近的分支机构。

1.20 保证期:始于合同项目验收通过之日,在此期间,卖方保证合同项目的正常、稳定运行,并对出现的任何缺陷予以排除。详见本合同附件三规定。

1.21 合同生效日:本合同经双方当事人各自国家的审批机关批准之日起正式生效。



1.13 Destination Airport refers to \_\_\_\_\_, PRC.

1.14 Job Site means the place where the Contract Plant is located, namely \_\_\_\_\_, \_\_\_\_\_ city, \_\_\_\_\_ Province, PRC.

1.15 Site Representative means the representative nominated respectively by each Party, who is in charge of all the matters with respect to the contractual obligations of the respective Party on the Job Site.

1.16 Technical Documentation means the technical indices, specifications, drawings and documents related to design, inspection, Erection, Test Runs, Commissioning, Performance Test, operation and maintenance of Contract Plant, details of which are specified in Appendix 2, 3, 8 and 9.

1.17 Technical Service means the technical instruction, assistance and supervision rendered by the Seller to the Buyer with respect to Erection, Test Runs, Commissioning, Performance Test, operation, maintenance and other work related to the Contract Plant, details of which are specified in Appendix 4.

1.18 Technical Training means the training rendered by the Seller to the Buyer with respect to Erection, Test Runs, Commissioning, Performance Test, operation, maintenance and other work related to the Contract Plant, details of which are specified in Appendix 5.

1.19 Inspection Authorities refers to the local inspection branch of State Administration for Entry-Exit Inspection and Quarantine of PRC located at/near the Port of Unloading and/or the Job Site.

1.20 Warranty Period means a period starting from the date of acceptance, during which the Seller warrants the proper and stable operation of the Contract Plant and is responsible for eliminating any defects with respect to the Contract Plant, details of which are specified in Appendix 3.

1.21 Effective Date of the Contract means the date when the contract is approved by competent authorities of the respective Party's countries.