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Contract Law of the People's Republic of China *

(Adopted at the Second Session of the Ninth National People's
Congress on March 15, 1999)

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* A working translation translated by Feng Xuwei, Li Xiangdong, Li Mingzheng, Zhang Fu, Peng Gaojian, and reviewed and finalized by Li Shishi.

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总 则

第一章 一般规定

第一条 为了保护合同当事人的合法权益，维护社会经济秩序，促进社会主义现代化建设，制定本法。

第二条 本法所称合同是平等主体的自然人、法人、其他组织之间设立、变更、终止民事权利义务关系的协议。

婚姻、收养、监护等有关身份关系的协议，适用其他法律的规定。

第三条 合同当事人的法律地位平等，一方不得将自己的意志强加给另一方。

第四条 当事人依法享有自愿订立合同的权利，任何单位和个人不得非法干预。

第五条 当事人应当遵循公平原则确定各方的权利和义务。

General Provisions

Chapter 1 General Provisions

Article 1 This Law is formulated with a view to protecting the lawful rights and interests of the parties to contracts, maintaining the social economic order and promoting the progress of the socialist modernization drive.

Article 2 A contract in this Law refers to an agreement establishing, modifying and terminating the civil rights and obligations between subjects of equal footing, that is, between natural persons, legal persons or other organizations.

Agreements involving personal status relationship such as on matrimony, adoption, guardianship, etc. shall apply the provisions of other Laws.

Article 3 The parties to a contract shall have equal legal status. No party may impose its will on the other party.

Article 4 The parties shall have the rights to be voluntary to enter into a contract in accordance with the law. No unit or individual may illegally interfere.

Article 5 The parties shall abide by the principle of fairness in defining the rights and obligations of each party.

第六条 当事人行使权利、履行义务应当遵循诚实信用原则。

第七条 当事人订立、履行合同，应当遵守法律、行政法规，尊重社会公德，不得扰乱社会经济秩序，损害社会公共利益。

第八条 依法成立的合同，对当事人具有法律约束力。当事人应当按照约定履行自己的义务，不得擅自变更或者解除合同。

依法成立的合同，受法律保护。

第二章 合同的订立

第九条 当事人订立合同，应当具有相应的民事行为能力。

当事人依法可以委托代理人订立合同。

第十条 当事人订立合同，有书面形式、口头形式和其他形式。

法律、行政法规规定采用书面形式的，应当采用书面形式。当事人约定采用书面形式的，应当采用书面形式。

第十一条 书面形式是指合同书、信件和数据电文（包括电报、电传、传真、电子数据交换和电子邮件）等可以有形地表现所载内容的形式。

第十二条 合同的内容由当事人约定，一般包括以

Article 6 The parties must act in accordance with the principle of good faith , no matter in exercising rights or in performing obligations.

Article 7 In concluding and performing a contract, the parties shall abide by the laws and administrative regulations, observe social ethics. Neither party may disrupt the socio-economic order or damage the public interests.

Article 8 As soon as a contract is established in accordance with the law, it shall be legally binding on the parties. The parties shall perform their respective obligations in accordance with the terms of the contract. Neither party may unilaterally modify or rescind the contract.

The contract established according to law shall be under the protection of law.

Chapter 2 Conclusion of Contracts

Article 9 In concluding a contract, the parties shall have appropriate civil capacity of right and civil capacity of conduct.

The parties may conclude a contract through an agent in accordance with the law.

Article 10 The parties may conclude a contract in written, oral or other forms.

Where the laws or administrative regulations require a contract to be concluded in written form, the contract shall be in written form. If the parties agree to do so, the contract shall be concluded in written form.

Article 11 The written forms mean the forms which can show the described contents visibly, such as a written contractual agreement, letters, and data-telex (including telegram, telex, fax, EDI and e-mails).

Article 12 The contents of a contract shall be agreed upon by the

下条款：

- (一) 当事人的名称或者姓名和住所；
- (二) 标的；
- (三) 数量；
- (四) 质量；
- (五) 价款或者报酬；
- (六) 履行期限、地点和方式；
- (七) 违约责任；
- (八) 解决争议的方法。

当事人可以参照各类合同的示范文本订立合同。

第十三条 当事人订立合同，采取要约、承诺方式。

第十四条 要约是希望和其他人订立合同的意思表示，该意思表示应当符合下列规定：

- (一) 内容具体确定；
- (二) 表明经受要约人承诺，要约人即受该意思表示约束。

第十五条 要约邀请是希望他人向自己发出要约的意思表示。寄送的价目表、拍卖公告、招标公告、招股说明书、商业广告等为要约邀请。

商业广告的内容符合要约规定的，视为要约。

第十六条 要约到达受要约人时生效。

采用数据电文形式订立合同，收件人指定特定系统接收数据电文的，该数据电文进入该特定系统的时间，

parties, and shall contain the following clauses in general :

- (1) title or name and domicile of the parties;
- (2) contract object ;
- (3) quantity;
- (4) quality;
- (5) price or remuneration;
- (6) time limit, place and method of performance ;
- (7) liability for breach of contract ; and
- (8) methods to settle disputes.

The parties may conclude a contract by reference to the model text of each kind of contract.

Article 13 The parties shall conclude a contract in the form of an offer and acceptance.

Article 14 An offer is a proposal hoping to enter into a contract with other parties. The proposal shall comply with the following stipulations :

- (1) Its contents shall be detailed and definite;
- (2) It indicates the proposal of the offeror to be bound in case of acceptance.

Article 15 An invitation for offer is a proposal for requesting other parties to make offers to the principal. Price forms mailed , public notices of auction and tender, prospectuses and commercial advertisements, etc. are invitations for offer.

Where the contents of a commercial advertisement comply with the terms of the offer, it may be regarded as an offer.

Article 16 An offer becomes effective when it reaches the offeree.

If a contract is concluded by means of data-telex, and a recipient appoints a specific system to receive the datatelex , the time when the

视为到达时间；未指定特定系统的，该数据电文进入收件人的任何系统的首次时间，视为到达时间。

第十七条 要约可以撤回。撤回要约的通知应当在要约到达受要约人之前或者与要约同时到达受要约人。

第十八条 要约可以撤销。撤销要约的通知应当在受要约人发出承诺通知之前到达受要约人。

第十九条 有下列情形之一的，要约不得撤销：

（一）要约人确定了承诺期限或者以其他形式明示要约不可撤销；

（二）受要约人有理由认为要约是不可撤销的，并已经为履行合同作了准备工作。

第二十条 有下列情形之一的，要约失效：

（一）拒绝要约的通知到达要约人；

（二）要约人依法撤销要约；

（三）承诺期限届满，受要约人未作出承诺；

（四）受要约人对要约的内容作出实质性变更。

第二十一条 承诺是受要约人同意要约的意思表示。

第二十二条 承诺应当以通知的方式作出，但根据交易习惯或者要约表明可以通过行为作出承诺的除外。

第二十三条 承诺应当在要约确定的期限内到达要约人。

要约没有确定承诺期限的，承诺应当依照下列规定到达：

data-telex enters the system shall be the time of arrival; if no specific system is appointed, the time when the data-telex first enters any of the recipient's systems shall be regarded as the time of arrival.

Article 17 An offer may be withdrawn, if the withdrawal notice reaches the offeree before or at the same time when the offer arrives.

Article 18 An offer may be revoked, if the revocation reaches the offeree before it has dispatched an acceptance.

Article 19 An offer may not be revoked, if

(1) the offeror indicates a fixed time for acceptance or otherwise explicitly states that the offer is irrevocable; or

(2) the offeree has reasons to rely on the offer as being irrevocable and has made preparation for performing the contract.

Article 20 An offer shall be null and void under any of the following circumstances:

(1) The notice of rejection reaches the offeror;

(2) The offeror revokes its offer in accordance with the law;

(3) The offeree fails to make an acceptance at the time when the time limit for acceptance expires;

(4) The offeree substantially alters the contents of the offer.

Article 21 An acceptance is a statement made by the offeree indicating assent to an offer.

Article 22 Except that it is based on transaction practices or that the offer indicates an acceptance may be made by performing an act, the acceptance shall be made by means of notice.

Article 23 An acceptance shall reach the offeror within the time limit fixed in the offer.

Where no time limit is fixed in the offer, the acceptance shall arrive in accordance with the following provisions: