

英汉经贸合同 精选

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英汉经贸合同精选

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英汉经贸合同精选

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前 言

经过长达 15 年的艰苦谈判,我国终于加入了世界贸易组织。随着中国入世,我国经济必将与世界经济全面接轨。在进入 21 世纪及加入世贸之际,中国改革开放的力度必将加大,对外经贸交往的频率与范围将日益增加。为了使广大经贸及英语翻译工作者适应新形势的需要、迎接新的挑战,我们编写了“英汉经贸合同精选”一书。该书取材于对外经贸交往中的合同实例,内容包括各种经贸合同,内容形式广泛。经贸合同结构复杂,修饰语多,涵义明确,概念完整,逻辑严密,在理解与翻译中有一定难度。

本书可供一般外事、外贸、公司企业各类英语工作者使用,是广大经贸、涉外及翻译工作者的实用参考书。

书中疏漏及差错在所难免,敬请广大读者不吝指正。

编 者

2002 年 2 月

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1. Commercial Contract

No:

Date:

The Buyer: Zhonghua International Technology Corporation

The Seller: Field Emission Corp.

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 under-mentioned commodity according to the terms and conditions stated below:

1. Commodity: camera-control equipment

Quantity: 60 (sets)

Unit price: USD4 800.00

Total amount: USD288 000.00

2. Country of origin and manufacturer: Field Emission Corp. in US

3. Packing

To be packed in strong wooden cases or cartons, suitable for long distance ocean, parcel post or air freight transportation as well as changing climate and with good resistance to moisture and shocks.

The Seller shall be liable for any damage of the commodity due to improper packing and for any rust attributable to inadequate protective measures in regard to the packing.

One full set of service and operation manual shall be enclosed in each case.

4. Shipping mark:

The Seller shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and warnings such as "HANDLE WITH CARE", "KEEP AWAY FROM HEAT", "KEEP AWAY FROM MOISTURE" as well as shipping mark.

5. Date of shipment: Aug. 8, 2000

6. Port of shipment: Los Angeles

7. Port of destination: Ningbo

8. Insurance:

To be borne by the Buyer after shipment.

9. Payment, under conditions (1), (2) and (3) below:

(1) Through the letter of credit:

The Buyer, on receipt from the Seller of the delivery advice, shall open an irrevocable letter of credit with the Bank of China, in favor of the Seller for the total value of shipment 25 – 30 days prior to the date of delivery. The credit shall be available against Seller's draft drawn at sight on the opening bank for 100% invoice value accompanied by the shipping documents specified in Clause 10 hereof. Payment shall be effected by the opening bank by telegraphic transfer against presentation of the aforesaid draft and documents. The letter of credit shall be valid until the 20th day after the shipment is effected.

(2) Collection:

The Seller may present the sight draft together with the shipping documents (specified in Clause 10 hereof) through the Seller's bank and Buyer's Bank to the Buyer for collection after shipment.

(3) By direct remittance:

Payment shall be effected by the Buyer, by telegraphic transfer, within 7 (seven) days after receipt from the Seller of the shipping documents specified in the Clause 10 hereof.

10. Documents:

(1) In case of sea-freight:

Full set of clean bills of lading marked "Freight to Collect", "Freight Prepaid" made out to blank endorsed notifying Zhonghua International Technology Development Corporation at the port of destination.

(2) In case of air-freight:

One copy of airway bill marked "Freight to Collect", "Freight Prepaid" and sent to the Buyer.

(3) Invoice in 4 copies indicating contract number and shipping mark, made out in details as per the contract concerned.

(4) Packing list in 2 copies issued by the manufacturer.

(5) Certificate of quality and quantity issued by the manufacturer.

(6) The Buyer shall be advised by mail/cable immediately after shipment.

In addition, the Seller shall, within 10 (ten) days after shipment, send by airmail two sets

of aforesaid documents (except item 4) with one set directly to the Buyer and one set directly to Zhonghua International Technology Development Corporation at the port of destination.

11. Shipment

(1) In case of FOB terms

- a. The Seller shall, 30 days before the contracted date of shipment, advise the Buyer by cable or letter of the contract number, name of commodity, quality, value, package number, gross weight, measurement and date of readiness at the port of shipment for the Buyer to book shipping space.
- b. Booking of shipping space shall be arranged by the Buyer's shipping agent, China Ocean Shipping Agency.
- c. The Buyer's shipping agent (China Ocean Shipping Agency) shall send to the Seller notice indicating the name of vessel, estimated date of loading and contract number for the Seller to arrange shipment 10 (ten) days before the estimated date of arrival of the vessel at the loading port. The Seller is requested to get in close contract with the shipping agent. When it becomes necessary to change the carrying vessel or to advance or delay the arrival date, the Buyer or the shipping agent shall advise the Seller in time. Should the vessel fail to arrive at the loading port within 30 (thirty) days after the arrival date advised by the Buyer, the Buyer shall bear the storage and insurance expenses incurred from the 30 day thereafter.
- d. The Seller shall be liable for any dead freight or demurrage, should it happen that they have failed to have the commodity ready for loading after the carrying vessel has arrived at the port of shipment on time.
- e. The Seller shall bear all expenses and risks before the commodity passes over the vessel's rail and is released from the tackle. After it has passed over the vessel's rail and is released from the tackle, all expenses and risks shall be in Buyer's account.

(2) In case of CFR terms

- a. The Seller shall ship the goods within the shipment time from the loading port to the port of destination. Transshipment is not allowed.
- b. In case the goods are to be dispatched by air freight, the Seller shall, 30 (thirty) days before the time of delivery as stipulated in Clause 5, inform the Buyer by cable or letter of the estimated date of delivery, contract number, name of commodity, and invoiced value. The Seller shall, immediately after dispatch of the goods, advise the Buyer by cable or letter of the contract number, name of commodity, invoiced value and date of dispatch for the Buyer to arrange the insurance in time.

12. Shipping advice

The Seller shall, immediately on the completion of the loading of the goods, advise the Buyer by cable or letter of the contract number, name of commodity, quantity, invoiced value,

gross weight, name of vessel and date of sailing. In case the Buyer fails to arrange insurance in time due to the Seller's not having cabled in time, all losses shall be borne by the Seller.

13. Guarantee of quality

The Seller guarantees that the commodity hereof is made of the best materials with first class workmanship, brand new, unused, and complies with the quality and specifications stipulated in this contract. The guarantee period shall be 12 (twelve) months starting from the date on which the commodity arrives at the port of destination.

14. Claims

Except those claims for which the insurance company or the owners of the vessel are liable, should the quality, specifications or quantity be found not in conformity with the stipulations of the contract, within 90 (ninety) days after the arrival of the goods at destination, the Buyer can use the Inspection Certificate issued by China National Import and Export Commodities Inspection Corporation to claim for replacement as compensation. All the expenses incurred (such as inspection charges, freight charges for returning and sending of replacement, insurance premium, storage, loading and unloading charges) shall be borne by the Seller.

In regard to quality, the Seller shall guarantee that if, within 12 (twelve) from the date of arrival of the goods at destination, damages occur in the course of operation by reason of inferior quality of material or bad workmanship, the Buyer shall immediately notify the Seller in writing and put forward a certificate issued by the CCIC. The certificate so issued shall be accepted as the base of the claim. The Seller, in accordance with the Buyer's claim, shall be responsible for the immediate elimination of the defects, complete or partial replacement of the commodity, or devalue the commodity according to the state of defects. Where necessary, the Buyer may eliminate the defects themselves at the Seller's expenses. If the Seller fails to reply within one month after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by the Seller.

15. Force Majeure

The Seller shall not be held responsible for delay in shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading. The Seller shall advise the Buyer of the occurrence mentioned above within 15 (fifteen) days and send by airmail a certificate of the incident issued by the local government to the Buyer. Even in such cases, the Seller is still liable to take all possible measures to expedite the delivery of goods.

Should the Seller fails to perform the contracted obligations 10 (ten) weeks after the aforesaid incident, the Buyer shall have the right to treat the contract as null and void.

16. Late delivery and penalty

Should the Seller fail to make delivery within the contracted period for reasons other than Force Majeure specified in Clause 15 hereof, the Buyer may accept the postponement on condition that the Seller agrees to pay a penalty which shall be deducted by the paying bank from the agreed amount of payment. The penalty, however, shall not exceed 5% (five percent) of the total value of the goods involved in the late delivery. The rate of penalty is charged at 0.5% (zero point five percent) for every seven days, odd days less than seven days should be counted as seven days. In case the Seller fails to make delivery ten weeks later than the shipment stipulated in the contract, the Buyer shall have the right to cancel the contract. The Seller, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay.

17. Arbitration

All disputes in connection with this contract or the execution thereof shall be settled through friendly consultations. Should no settlement be reached, the case may then be submitted for arbitration to the Foreign Economic and Trade Arbitration Commission of the CCPIT in accordance with the rules and procedures of the said Arbitration Commission. The arbitration shall take place in 15 (fifteen) days. The decision of the Arbitration Commission shall be final and binding on both Parties. The arbitration fee shall be borne by the losing Party. The arbitration may also be settled in a third country mutually agreed upon by both Parties.

18. Special provisions

In witness thereof, this contract is signed by both Parties in two original copies; each Party shall keep one copy.

The Buyer: Zhonghua International Technology Corporation

The Seller: Field Emission Corp.

Words and Expressions

contract *n.* 合同, 契约
terms and conditions 条件(单据用语)
origin *n.* 产地(指商品的原产地)
air freight 空中货运, 航运运费
resistance to moisture 防潮
resistance to shocks 抗震
full set of 全套(单据)

operation manual 操作说明书, 使用说明书
 shipping mark 运输标志, 唛头
 gross weight 毛重
 net weight 净重
 letter of credit 信用证
 delivery advice 交货通知
 irrevocable a. 不可撤销的
 irrevocable letter of credit 不可撤销的信用证
 in favor of 以……为抬头, 以……为受益人
 opening bank 开(信用)证银行
 telegraphic transfer(cable transfer) 电汇
 collection n. 托收
 sight draft (demand draft) 即期汇票
 shipping documents 装运单据, 货运单据
 packing n. 包装
 packing list 包装清单
 certificate of quality (quantity) 质量(数量)证书
 shipping agent 装船代理, 船务代理行
 dead freight 空舱费(指货主因未能按所订舱位装货而必须偿付给船方的费用)
 demurrage 滞期费, 滞港费(指因滞期而按逾期天数或小时给予船东的补偿)
 Force Majeure 不可抗力(指人类所不能预防或难以避免的天灾、人祸或意外事件)
 late delivery 迟交货
 penalty n. 罚金, 罚款
 China Council for the Promotion of International Trade 中国国际贸易促进委员会
 The Foreign Economic and Trade Arbitration Commission 对外经济贸易仲裁委员会

译文

商业合同

合同号:

日期:

卖方: 菲尔德·埃米森公司

买方: 中华国际技术开发公司

根据本合同条款, 买方同意购买, 卖方同意出售下述货品, 兹签订本合同。

1. 品名: 摄像机控制设备

数量: 60 (台)

单价:4 800 美元/台

总额:288 000 美元

2. 原产国别及生产商:美国菲尔德·埃米森公司

3. 包装

用坚固的木箱或纸箱包装,适宜长途海运、邮寄或空运及适应气候变化,并且具备良好的防潮抗震能力。

由于包装不当而引起的货物损坏或由于防护措施不善而引起货物锈蚀,卖方应赔偿由此而造成的全部损失费用。

包装箱内应附有完整的维修保养、操作使用说明书。

4. 运输标志

卖方应在每个货箱上用不褪色油漆标明箱号、毛重、净重、长、宽、高,并标有“小心轻放”,“防热”及“防潮”等字样和运输标志。

5. 装运日期:2000 年 8 月 8 日

6. 装运港:洛杉矶

7. 目的港:宁波

8. 保险

装运后由买方投保。

9. 支付条件

分以下三种条件支付:

(1) 信用证

买方收到卖方交货通知,应在交货日期前 25-30 天,由中国银行开出以卖方为受益人的与装运金额相同的不可撤销的信用证。卖方须向开证行出具 100% 发票金额即期汇票并附本合同第 10 款所规定的装运单据。开证行收到上述汇票和装运单据即予以电汇支付。信用证于装运日期后 20 天内有效。

(2) 托收

货物装运后,卖方出具即期汇票,连同本合同第 10 款规定的装运单据,通过卖方所在地银行和买方银行提交给买方托收。

(3) 直接付款

买方收到本合同第 10 款规定的装运单据后 7 天内,以电汇向卖方支付货款。

10. 单据

(1) 海运

全套清洁海运提单,标明“运费付讫”,“运费预付”,做成空白背书并注明通知目的港的中华国际技术开发公司。

(2) 空运

空运提单副本一份,标明“运费付讫”,“运费预付”,寄交买方。

(3) 发票一式 4 份,标明合同号和装运标志,发票根据有关合同详细填写。

(4) 由生产商出具的装箱单一式两份

(5) 由生产商出具的质量和数量保证书。

(6) 货物装运后立即用电报或信件通知买方。

此外,发货 10 天内,卖方将上述单据(第 5 条除外)航寄两份,一份直接给买方,一份直接给目的港的中华国际技术开发公司。

11. 装运

(1) 离岸价格条款(FOB 条款)

- 1) 卖方于合同规定的装运日期前 30 天,用电汇或信件将合同号、品名、数量、价值、箱号、毛重、装箱尺寸和货物抵装运港日期通知买方,以便买方租船订舱。
- 2) 买方船运代理中国外轮代理公司,负责办理租船订舱事宜。
- 3) 买方船运代理(中国外轮代理公司)预计船抵达装运港 10 天之前,将船名、预计装货日期、合同号等通知卖方,以便卖方安排装运。要求卖方与船运代理保持密切联系。当需要更换承运船只及船只提前、推迟抵达时,买方或其船运代理应及时通知卖方。如船在买方通知日后 30 天内未能到达,则第 30 天后仓储费和保险费用由买方承担。
- 4) 如承运船如期抵达装运港,卖方因备货未妥而影响装船,则空舱费和滞期费均由卖方承担。
- 5) 货物超过船舷并从吊钩卸下前,一切费用和 risk 由卖方承担;货物超过船舷并从吊钩卸下,一切费用和 risk 由买方承担。

(2) 成本加运费价条款(CFR 条款)

- 1) 在装运期内,卖方负责将货物从装运港装运至目的港。不得转船。
- 2) 货物空运时,卖方于本合同第 5 条规定的交货日期前 30 天,以电报或信件把预计交货期合同号、品名、发票金额等通知买方。发货后,卖方立即以电报或信件将合同号、品名、发票金额、发货日期通知买方,以便买方及时投保。

12. 装运通知

货物一俟全部装船,卖方应即将合同号、品名、数量、发票金额、毛重、船名及启航日期用电报或信件通知买方。如因卖方未能及时通知致使买方不能及时投保,卖方则承担全部损失。

13. 质量保证

卖方保证:所供货物由最好的材料及精湛工艺制成,商标为新的和未经使用的,其质量和规格符合本合同所做的说明。自货物到达目的港起 12 个月为质量保证期。

14. 索赔

自货物到达目的港起 90 天内,如发现货物质量、规格、数量与合同规定不符,除那些应由保险公司或由船方承担的部分外,买方可凭中国进出口商品检验总公司出具的商检证书,有权要求更换或索赔。

卖方保证,货物到达目的港 12 个月内,如果使用过程中由于材料质量低劣和工艺不佳而出现的损坏,买方立即以书面形式通知卖方并出具中国进出口商品检验总公司开列的检验证书,提出索赔。商检证书为索赔的依据。按买方索赔要求,卖方有责任立即排除货物的缺陷、全部或部分更换或根据缺陷情况将货物作降价处理。

15. 不可抗力

在货物制造和装运过程中,由于发生不可抗力事故致使延期交货或不能交货,卖方概不负责。卖方在不可抗力事件发生后,应立即通知买方并在事发 14 天内,将事故发生所在地当局签发的证书航空邮寄给买方以作证据。即使在此情况下,卖方仍有责任采取必要的措施,尽快

交货。

不可抗力事故发生后超过 10 个星期而合同尚未履行完毕,买方有权撤销合同。

16. 合同延期和罚款

除本合同第 15 条所述不可抗力原因外,卖方如不能按合同规定如期交货,并同意支付罚金,买方可同意延期交货,付款银行相应减少议定的支付金额,但罚款不得超过迟交货物总额的 5%。卖方如逾期 10 个星期仍不能交货,买方有权撤销本合同。尽管合同已撤销,但卖方仍应如期支付上述罚金。

17. 仲裁

凡与本合同有关或因执行本合同而发生的一切纠纷,应通过友好协商解决,如果协商不能解决,则可提交中国国际贸易促进委员会对外经济贸易仲裁委员会并根据该会仲裁法则和程序进行仲裁。仲裁将在 15 天内进行,仲裁裁决为最终裁决,对双方都有约束力。仲裁费用由败诉方承担。仲裁也可在双方都能接受的第三国进行。

18. 附加条款

本合同一式两份,双方签字划押,各执一份,特此证明。

买方:中华国际技术开发公司

卖方:菲尔德·埃米森公司

2. Purchase Contract

No: 19990717130

Date: July 17, 1999

This contract is made on July 17, 1999, between Siemens (hereinafter referred to as the Seller) and the Fujian Hua Tian Joint Venture (hereinafter referred to as the Buyer) whereby the Seller has agreed to sell and the Buyer has agreed to buy electronic scanners (hereinafter referred to as contracted product). The quality, specifications, quantity of the contracted product have been confirmed by both Parties and this contract is signed with the following terms and conditions:

1. Contracted product: electronic scanners

2. Quantity: 120 (one hundred and twenty) sets

3. Origin: Germany

4. Price: USD2.1m FOB

5. Shipment

Shipment is to commence within 30 – 40 days from the date of receipt of letter of credit.

6. Grace period

should the shipment have to be extended for fulfillment of this contract, the Buyer shall give the Seller a grace period of 30 (thirty) days upon submitting evidence by the Seller.

7. Insurance

To be effected by the Buyer.

8. Packing

In new wooden cases, free of charge.

9. Payment

The Buyer shall open a 100 % confirmed, irrevocable, divisible and negotiable letter of credit in favor of the Seller within 5 calendar days from date of the agreement through the issuing

bank. The letter of credit shall be drawn against draft at sight upon presentation of the following documents:

- (1) Full set of the Seller's commercial invoice;
- (2) Full set of clean, blank, endorsed bill of lading
- (3) Inspection certificate of quality.

10. Notice of Readiness

The Buyer shall advise the Seller by telex of the scheduled time of arrival of the cargo vessel at least 7 (seven) days prior to the arrival of the vessel at the loading port.

11. Performance guarantee

- (1) On receipt of the Buyer's irrevocable letter of credit by the advising bank, the Seller shall perform a performance guarantee representing 10% of the letter of credit value.
- (2) The performance guarantee shall be returned in full to the Seller after completion of shipment and delivery of the contracted goods. In case of non-delivery of (all or part of) the goods for reasons other than those specified in clause 12, the performance guarantee shall be forfeited in favor of the Buyer in proportion to the quantity in default.
- (3) Should the Buyer breach the contract or fail to open the letter of credit in favor of the Seller within the period specified in clause 9, (except for clause 12) the Buyer has to pay the Seller the same value as the performance guarantee.
- (4) The letter of credit must fulfill all the terms and conditions of this contract. The terms of the letter of credit should be clear, fair and made payable to the Seller. On acceptance of letter of credit by the advising bank, the advising bank shall send the performance guarantee to the issuing bank.

12. Force Majeure

The Seller or the Buyer shall not be responsible for non-delivery or breach of contract for any reasons due to Force Majeure which may include war, blockade, hostility, insurrection, strike, lockout, civil strife, government import or export restriction, riot, severe destruction by fire or flood or other natural factors beyond the control of human beings.

13. Arbitration

All disputes or divergencies arising from the execution of the contract shall be settled through friendly discussion between both Parties. In case of no settlement can be reached, the disputes shall be submitted to arbitration. The arbitration shall take place in China and be conducted by the Foreign Economic and Trade Arbitration Commission of CCPIT in accordance with the statutes of the said Commission.

The decision of arbitration by the said Commission shall be final and binding upon both

Parties. In course of arbitration, the contract shall continuously be executed by both Parties except for the part under arbitration.

14. Currency devaluation

In the event of any official devaluation of U. S. Currency, the Seller reserves the right to readjust the contract price in proportion to the devaluation ratio.

15. Valid period

This contract will automatically become null and void should the Buyer fail to open a letter of credit in favor of the Seller within 7 (seven) days after signing of this contract. However, the Buyer shall still be responsible for the payment of compensation in accordance with the terms in article 11, items 2 and 3.

This contract is made in duplicate, both Parties have read carefully and agreed to abide by all the terms and conditions stipulated therein. The contract is signed by both Parties.

The Seller: Siemens

The Buyer: Fujian Hua Tian Joint Venture

Words and Expressions

hereinafter referred to as 以下简称

grace period 宽限期

free of 无, 免

free of charge 免费

free of duty 免税

confirmed, irrevocable, divisible and negotiable letter of credit 保兑的、不可撤销的、可分割的、可转让信用证

issuing bank (信用证)开证银行

draft at sight 即期汇票

commercial invoice 商业发票

bill of lading 提货单

clean, blank, endorsed bill of lading 清洁、不记名、背书提单

inspection certificate of quality 质量检验证书

loading n. 装货, 装载, 附加费用

loading port 装货港

advising bank 通知银行(指办理信用证通知的银行)

performance guarantee 履约保证金, 履约担保

non-delivery 无法交货, 提货不着, 未交货, (海上保险用语, 指承运人在卸货港不能交付货