



# 中华人民共和国合同法

Contract Law of the People's  
Republic of China

中国方正出版社  
China Fangzheng Press

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# 中华人民共和国合同法

(1999年3月15日第九届全国人民代表大会第二次会议通过 1999年3月15日中华人民共和国主席令第15号公布 自1999年10月1日起施行)

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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, promulgated by Order No. 15 of the President of the People's Republic of China on March 15, 1999, and effective as of October 1, 1999)

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### General Provisions

#### Chapter I Common Provisions

**Article 1** This Law is enacted for the purpose of protecting the legitimate rights and interests of the parties to contracts, maintaining the socio – economic order and promoting the socialist modernization.



**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。

**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权利能力和民事行为能力。

当事人依法可以委托代理人订立合同。

**Article 2** For the purpose of this Law, a contract means an agreement on the establishment, alteration or termination of a civil right – obligation relationship between natural persons, legal persons or other organizations as subjects with equal status.

Agreements on establishing such personal relationships as marriage, adoption and guardianship shall be governed by the provisions of other laws.

**Article 3** The parties to the contract have equal legal status, and neither party may impose its will on the other.

**Article 4** The parties shall, pursuant to law, have the right to enter into a contract on their own free will, and no unit or person may unlawfully interfere.

**Article 5** The parties shall observe the principle of equity in defining each other's rights and obligations.

**Article 6** The parties shall observe the principle of good faith in exercising their rights and fulfilling their obligations.

**Article 7** The parties shall, in making and fulfilling the contract, abide by laws and administrative regulations and respect social ethics, and may not disrupt the socio – economic order nor impair social and public interests.

**Article 8** A legally executed contract has legal binding force on the parties. The parties shall fulfill their obligations as contracted, and may not arbitrarily modify or terminate the contract.

A legally executed contract is protected by law.

## **Chapter II Making of the Contract**

**Article 9** The parties shall, when making a contract, have corresponding capacity for civil rights and civil conduct.

A party may, in accordance with the law, entrust an agent to make a contract.

**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。

**Article 10** The parties may, when making a contract, use written form, verbal form or any other form.

The written form shall be adopted if laws or administrative regulations so require. The written form shall be adopted if the parties so agree.

**Article 11** "Written form" as used herein means any form which renders the information contained in a contract capable of being reproduced in tangible form such as a written agreement, a letter, or electronic text (including telegram, telex, facsimile, electronic data interchange and e-mail).

**Article 12** The content of a contract is determined by the parties and generally includes the following clauses:

- (1) designations or names and addresses of the parties;
- (2) the targeted matter;
- (3) quantity;
- (4) quality;
- (5) price or remuneration;
- (6) time, place and mode of fulfillment;
- (7) liability for breach of contract; and
- (8) dispute settlement.

The parties may make contracts with reference to various model contract forms.

**Article 13** The parties shall, in making a contract, take the form of offer and acceptance.

**Article 14** An "offer" is an intent indication showing the desire to enter into a contract with others, and the intent indication shall conform to the following provisions:

- (1) the content indicated shall be concrete and definite;
- (2) the offeror shall, as is indicated, be bound by the intent indication upon its acceptance by an offeree.

**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，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；

**Article 15** An invitation for offer is an intent indication showing the desire to receive offers from others. Mailed or delivered price catalogs, auction announcements, invitations for bid, capital – raising prospectus and commercial advertisements are such invitations for offer.

A commercial advertisement shall, if its content conforms to the provisions regarding offers, be deemed an offer.

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

If a contract is made in the form of text in electronic data and the receiver has designated a special receiving system to receive such data text, the time at which the text in electronic data enters the designated special system shall be the time of arrival; if no special receiving system is designated, the time at which the text in electronic data first enters any of the receiver's systems shall be the time of arrival.

**Article 17** An offer may be withdrawn. The withdrawal notice of an offer shall reach the offeree before or at the same time as the arrival of the offer at the offeree.

**Article 18** An offer may be revoked. The revocation notice of an offer shall reach the offeree before the dispatch of an acceptance notice by the offeree.

**Article 19** An offer may not be revoked under any of the following conditions:

(1) the offeror has specified a time limit for the acceptance, or has explicitly indicated in any other manner the irrevocability of the offer;

(2) there are grounds for the offeree to maintain the irrevocability of the offer and the offeree has made preparations for the fulfillment of the contract.

**Article 20** An offer loses its effect under any of the following conditions:

(1) a rejection notice of the offer has reached the offeror;

(2) the offeror has revoked the offer pursuant to law;

(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：

(一) 要约以对话方式作出的，应当即时作出承诺，但当事人另有约定的除外；

(二) 要约以非对话方式作出的，承诺应当在合理期限内到达。

**第二十四条** 要约以信件或者电报作出的，承诺期限自信件载明的日期或者电报交发之日开始计算。信件未载明日期的，自投寄该信件的邮戳日期开始计算。要约以电话、传真等快速通讯方式作出的，承诺期限自要约到达受要约人时开始计算。

**第二十五条** 承诺生效时合同成立。

**第二十六条** 承诺通知到达要约人时生效。承诺不需要通知的，根据交易习惯或者要约的要求作出承诺的行为时生效。

(3) when the fixed time limit for acceptance expires, the offeree undertakes no acceptance; or

(4) the offeree makes a substantial change of the content of the offer.

**Article 21** An acceptance is an assent indication of the offeree to an offer.

**Article 22** An acceptance shall be made in form of a notice, unless, in light of trade practices or as indicated by the offer, the offeree may indicate the assent by performing an act.

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

If no time limit is fixed by the offer, the acceptance shall reach the offeror in accordance with the following provisions:

(1) if an offer is made orally, acceptance shall be made promptly unless the parties stipulate otherwise; and

(2) if an offer is not made orally, the acceptance shall reach the offeror within a reasonable period of time.

**Article 24** If an offer is made through a letter or a telegram, the time limit for acceptance commences on the date shown on the letter or on the date the telegram is handed in for dispatch or, if no such date is shown on the letter, from the date shown by the postmark of the letter. If an offer is made by means of instantaneous communications such as telephone or facsimile, the time limit for acceptance commences at the moment that the offer reaches the offeree.

**Article 25** A contract is executed at the time when the acceptance becomes effective.

**Article 26** The acceptance becomes effective when the acceptance notice reaches the offeror. If an acceptance needs no notice, it becomes effective when an act of acceptance is performed in light of trade practices or as indicated by the offer.



采用数据电文形式订立合同的，承诺到达的时间适用本法第十六条第二款的规定。

**第二十七条** 承诺可以撤回。撤回承诺的通知应当在承诺通知到达要约人之前或者与承诺通知同时到达要约人。

**第二十八条** 受要约人超过承诺期限发出承诺的，除要约人及时通知受要约人该承诺有效的以外，为新要约。

**第二十九条** 受要约人在承诺期限内发出承诺，按照通常情形能够及时到达要约人，但因其他原因承诺到达要约人时超过承诺期限的，除要约人及时通知受要约人因承诺超过期限不接受该承诺的以外，该承诺有效。

**第三十条** 承诺的内容应当与要约的内容一致。受要约人对要约的内容作出实质性变更的，为新要约。有关合同标的、数量、质量、价款或者报酬、履行期限、履行地点和方式、违约责任和解决争议方法等的变更，是对要约内容的实质性变更。

**第三十一条** 承诺对要约的内容作出非实质性变更的，除要约人及时表示反对或者要约表明承诺不得对要约的内容作出任何变更的以外，该承诺有效，合同的内容以承诺的内容为准。

**第三十二条** 当事人采用合同书形式订立合同的，自双方当事人签字或者盖章时合同成立。