

## 一、出口合同范本

### (一) 粮油类

#### 粳米出口

### 合 同

合同号码 ××D-××BNV

订约日期 199× 年 2 月 8 日于上海

本合同由中国 ××贸易中心(以下称为卖方)与日本进出口有限公司(以下称为买方)订立。兹经双方同意按照以下条款和关于农药残留量附件所规定的条件由卖方售出买方购进以下商品：

(1)商品：

中国圆粒褐色粳米 1991 年产。

(2)数量：

100,000 公吨每公吨 1000 公斤净重 允许有 5% 的多装或少装为租船需要由买方选择。<sup>①</sup>

(3)规格：

破碎粒 最高 5%

破碎粒意指长度短于完善粒三分之二的米粒（稻谷除外）

水分 最高 15.5%

全部杂质 最高 0.5%

施花草籽 最高 0.009%

稻谷 每公斤最高 80 粒

全部破损粒 最高 8% 最多可允许有 1% 的异色粒。

总破损粒意指米粒而不是谷粒，破损原因有虫咬、水渍、热气、真菌和细菌等，包括虫害造成的带斑粒，黑斑粒，生锈粒、异色粒等等。

异色粒指除稻谷外的表面黄色粒，黄褐色粒或褐色粒。

红色粒

红色粒指除稻谷外，米粒由红色或红紫色一层麦糠包着。

未成熟粒 不超过 15%

其它等级的米粒 不超过 10%

其它等级的米粒是指非属中国圆粒粳米。

(4) 单价：

FOBS<sup>®</sup>每公吨(1000 公斤)558 美元（其中包括每公吨 4.30 美元的中国进出口商品检验局检验，抽验化验和航寄样品的费用。中国主要港口<sup>③</sup>中一个安全港 安全泊位 包括大连、天津、秦皇岛、营口、连云港、上海、张家港、镇江、南通、南京、芜湖和丹东港，净重装运。卖方可以使用一安全港的第二泊位，如果去南京和芜湖装运数量超过 5000 公吨，必须由买方确认。<sup>④</sup>

(5) 总金额：

55,800,000 美元（伍仟伍佰捌拾万美元整）

(6)装运期：

自199×年4月1日至199×年5月15日装100,000公吨。

(7)装运港和目的港：

自中国主要港口中一安全港的安全泊位，包括大连、天津、秦皇岛、营口、连云港、上海、张家港、镇江、南通、南京、芜湖和丹东港至日本港口，卖方可使用安全港的安全泊位，如果在南京和芜湖港装运数量超过5000公吨以买方确认为准。

(8)包装：

单层新麻袋装 每袋净重约50公斤 双层线机器封口。

(9)保险 由买方办理。

(10)唛头<sup>⑤</sup>

以买方唛头为准，买卖双方对商品规格达成一致意见后，再往麻袋上刷唛头，唛头及鉴定号码用墨水刷制。卖方接受在每个麻袋上贴标签指明大米产地和大米厂家的鉴定号码。

(11)装运条件：

a. 允许分批装运<sup>⑥</sup>

b. 买方提供船舶以运输合同项下的粳米。

c. 装运期前10天买方通知卖方租定船舶的船名，船旗、船长国籍和预计到达装运港的时间。<sup>⑦</sup>

d. 按港口习惯快速装货<sup>⑧</sup> 不计滞期费和速遣费<sup>⑨</sup>。如果船东要求空舱费<sup>⑩</sup>，是由于实际装运数量少于上述合同规定的数量是卖方原因造成，该空舱费由卖方支付，卖方与买方之间进行处理。

e. 外代<sup>⑪</sup>的手续费用由船东负责。

f. 垫舱物的费用由买方承担。

g. 如果买方在装运期限内未能提供船舶，那么买方将支付运输费用<sup>⑫</sup>每推迟一星期按合同数量（不是部分按比例）每公吨 1 美元计算。

(12)熏蒸：

不熏蒸。如果买方或其代理人认为装运港熏蒸有必要 那么指示熏蒸的费用由买方负担。

(13)付款：

在装船开始前 20 天，买方开出以卖方为受益人的货物全部金额美元付款的不可撤销的，可转让的<sup>⑬</sup>电汇偿付的即期信用证。交货数量和金额可有 5%伸缩<sup>⑭</sup> 每批货物装运后凭第一次提示的符合下列规定的货运单据到中国银行议付<sup>⑮</sup>。该信用证在提单日后第 15 天在中国到期。<sup>⑯</sup>

a. 全套卖方商业发票（一份正本，二份副本）

b. 2/3 可转让的清洁已装船提单<sup>⑰</sup>，注明运费到付<sup>⑱</sup> 空白抬头空白背书。

c. 中国商检局经对粳米品质、数量、重量、麻袋检验所出具的重量、品质和包装证书。

d. 由中国动植物检疫所出具的植物检疫证书。

e. 中国商检局的证书副本证明抽取寄送买方在中国指定人的船样代表每批装运的全部货物。该证书上的数量和重量与提单，其它单据不必相同。因为证书上吨数是大致的。

f. 中国商检局和中国贸促会出具的产地证明。<sup>⑲</sup>

g. 中国商检局出具证书，证明装船的大米是新碾磨的装运时未染虫害和抗菌素，桔青霉素和岛青霉素。

h. 中国商检局出具证书证明，装运港仓库收到的粳米同装船前在碾米厂和 / 或内陆仓库收集样品来自同一批货。卖方

提供中国商检局签发的从碾米厂 / 仓库抽样证书的副本。

●中国商检局签发的农药残留量证书证明由中国商检局在装运前的抽样符合日本食品卫生法和日本食品代理关于农药分析及标准限量 53 个项目的清单所规定的农药残留量的标准。

●托运人证书，证明一套正本有效的装运单据包括商业发票和提单及其他单据一份副本，随附快邮部门的收据已由托收人直接寄交收货人。

(14) 监装：

买方或其代理人可去装运港参与大米的监装。<sup>20</sup>

(15) 品质和重量：

中国商检局证明在装运期和装运地的品质和重量根据其各自证书均作为最后依据。

(16) 信用证修改：

买方根据合同条款开证。如发现信用证有任何不符之处，买方收到卖方通知后立即修改信用证，否则由于延期装运造成的任何损失由买方负责。

(17) 不可抗力：

由于战争、水灾、暴雨、雪灾或其他不能控制的原因 卖方不能交货或不能如期交货，可以适当延期交货或者取消部分或全部合同，但卖方须用电报或电传通知买方并须于 15 天内以航空挂号信件向买方提交中国国际贸易促进委员会出具的此类事故的证明书。

(18) 仲裁<sup>21</sup>：

合同当事人之间的任何争议如通过友好协商不能达成协议，应提交仲裁，仲裁在被告国进行。每一方各指定一名仲裁

员，被指定的两个仲裁员选定第三者为首席仲裁员。如果向中国索赔，则由中国国际经济贸易仲裁委员会根据该会仲裁规则进行仲裁。仲裁委员会的裁决是终局性的，对双方都有约束力，仲裁费用由败诉方承担。

(19) 本合同用中文和英文制作各两份正本，每一方持一份正本。

卖方

中国 × × 贸易中心

签字

买方

日本进出口有限公司

签字

### 合 同 附 件 一

农药残留：

A. 农药残留量的检验

由中国，商检局和日本谷物检验协会共同在装船前对出口粳米的农药残留量进行检验。

检验费用 除额外的人工费、仓储费、驳船滞期费以外与检验有关的其它任何费用。由买方负担。

B. 退货、换货和撤销合同

粳米品质良好 是新碾出没染虫害 并符合日本食品卫生法规定的农药残留量的标准。

如粳米规格不符，农药残留量与附件规定的标准不一致，将退货或换货。在卖方未能提供相符规格和标准（农药残留量）粳米的情况下买方保留撤销该批货物合同的权利。

C. 抽样分析农药残留量

## 1) 在碾米厂和 / 或内陆仓库抽样

a) 由中国商检局在碾米厂和 / 或内陆仓库按卖方选定的每 1000~2500 公吨粳米为一货批中抽取 3 公斤汇集起来成为样品。

b) 封样<sup>23</sup> 寄送买方在中国的指定人随附还有中国商检局出具的证书, 证明样品代表发往装运港出口日本的粳米的质量。

c) 粳米在装运港按照在碾米厂和 / 或内陆仓库抽样的货批存储在装运港, 仍由卖方负责。

d) 卖方收到买方用电报或电传或传真发来的允许装船的确认书才开始装船。该确认书在获悉中国商检局和日本谷物检验协会会同分析即由买方发出。

2) 装船货样 (船样)<sup>23</sup>

a) 装船货样指商检局在买方确认装船的样品中抽取混合成的样品。

b) 装船货样 3 公斤分成两份, 经铅封寄发买方在中国的指定人, 随寄的还有中国商检局出具的证书, 证明船样代表每批装运的全部货物。

卖方

中国 ×× 贸易中心

签字

买方

日本进出口有限公司

签字

确 认 函<sup>24</sup>

××D-××BNV 号合同附件 2

日期: 199×年 2 月 8 日于上海

经过友好协商中国粮食贸易中心(以下称为卖方)与日本进出口有限公司(以下称为买方)同意修改上述合同如下:

全部杂质最高 0.5%(包括鸟粪、老鼠屎、大小如褐米粒的小金属碎片、小玻璃碎片。)

但是不能散发出鸟鼠粪便的臭味

其它所有条款不变,本附件是修改合同不可分割的一部分。

卖方  
中国××贸易中心  
签字

买方  
日本进出口有限公司  
签字

## CONTRACT

NO. 92D-93BNV

Date: Feb. 8, 1992 Shanghai

This contract is made and entered into by and between China National Grain Trading Centre (hereinafter called the Sellers) and Japanese Import & Export Co. LTD. (hereinafter called the Buyers) whereby the Sellers agreed to sell and the Buyers agree to buy the undermentioned goods with the following terms and conditions subject to clause for Agricultural Chemical Residue attached herewith.

### 1. COMMODITY;

Chinese non-glutinous Brown Rice, Round-shaped, 1991 crop.

## 2. QUANTITY:

100,000 metric tons of 1000 kilos net each, with 5% more or less allowed at the Buyers' option for chartering purpose.

## 3. SPECIFICATIONS:

Brokens 5% Max

Broken kernels shall mean the rice kernels (except paddy) with length less than two thirds of whole kernel.

Moisture 15.5% Max

Total Foreign Matters 0.5% Max

Convolvulaceous Seeds 0.009% Max

Paddy 80 Kernels per 1 kilo Max

Total Damaged Kernels 8% Max, allowing 1.00% Max for coloured Kernels therein.

Total damaged Kernels shall mean rice Kernels other than paddy which are damaged by insect, Water, Heat, Fungus, Bacterium, etc, including insect-damaged Kernels, Spotted Kernels, Black spotted Kernels, Stained Kernels, Coloured kernels, etc.

Coloured kernels shall mean rice kernels except paddy with yellowish yellow-brownish or brownish surface.

Red kernels 1% Max

Red kernels shall mean the rice kernels (except paddy), on which the red or reddish purple bran layers are discernible.

Immatured Kernels            15%    Max

Kernels of other classes    10%    Max

Kernels of other classes shall mean rice kernels which belong to other kinds or classes of rice than Chinese round shaped non-glutinous rice.

#### 4. UNIT PRICE:

USD558. 00 per metric ton of 1, 000 kilos FOB STOWED (including USD 4. 30 pmt as expenses to be incurred on CCIB for inspection, sampling and airmailing samples), one safe berth at one safe port out of China main ports including Dalian, Tianjin, Qinhuangdao, Yingkou, Lianyungang, Shanghai, Zhangjiagang, Zhenjiang, Nantong, Nanjing, Wuhu and Dandong, net shipped weight. Sellers may use the second berth at one safe port, in case quantity to be loaded is over 5,000 mts (the port of Nanjing and Wuhu is subject to the Buyers' confirmation).

#### 5. TOTAL VALUE:

USD 55,800,000 (U. S. Dollars Fifty-five Million Eight Hundred Thousand Only).

#### 6. TIME OF SHIPMENT:

100, 000 metric tons, from April 1st, 1992 to May 15th, 1992.

#### 7. LOADING PORT AND DESTINATION:

From one safe port at one safe port out of china main ports including Dalian, Tianjin, Qinhuangdao, Yingkou, Lianyungang, Shanghai, Zhangjiagang, Zhenjiang,

Nantong, Nanjing, Wuhu and Dandong to Japanese port(s). The Sellers may use the second berth at one safe port in case quantity to be loaded is over 5,000 metric tons (the port of Nanjing and Wuhu is subject to the Buyers' confirmation).

#### 8. PACKING:

In new single gunny bags of about 50 kilos each with double machine sewn at the mouth, net weight.

#### 9. INSURANCE:

To be arranged and covered by the Buyers.

#### 10. MARKING:

At the Buyers' specimen, however no marking shall be printed on bags until the both parties reach an agreement on specifications of ink to be used for printing marks and identification numbers. The Sellers agree to put every bag a tag indicating origin of rice and identification numbers of rice mill(s).

#### 11. LOADING TERMS:

(A) Partial shipments are allowed.

(B) The Buyers shall furnish ocean vessels for the transportation of the rice under this contract.

(C) The Buyers shall give Sellers ten days notice of vessel's name, flag, nationality of captain and expected time of arrival at the port of loading.

(D) Loading shall be made at Customary Quick Despatch, where neither demurrage nor despatch money is called for. If ship's owner calls for dead-freight owing to the

quantity actually shipped being less than the quantity agreed to ship beforehand, due to the fault of the Sellers, such dead-freight shall be for the account of the Sellers and shall be settled between the Sellers and the Buyers.

(E) PENAVICO handling fee to be paid by ship (s) Owner(s).

(F) Dunnage and mats are all on the Buyers' account.

(G) If the Buyers fail to furnish vessel(s) within the specified shipment period the Buyers should pay the carrying charges of U. S. Dollar 1.00 per metric ton per week or part thereof on mean contract quantity.

#### 12. FUMIGATION:

No fumigation is required. However, in case the Buyers or their agents judge fumigation at loading port is necessary, the Buyers may order fumigation at the Buyers' expenses.

#### 13. PAYMENT:

The Buyers shall open irrevocable, transferable at Sight Letter of Credit in favour of the Sellers 20 days before the commencement of loading for the total value of goods in U. S. Dollars allowing 5% more or less both in amount and quantity. The Letter of Credit shall be negotiated after completion of each shipment against first presentation of shipping documents stipulated in the below with Bank of China. The Letter of Credit is to remain valid in China until the 15th day after the date of Bill(s) of Lading, with T/T

reimbursement clause.

(A) Full set of Seller's Commercial invoice. (one original and three copies)

(B) 2/3set of negotiable clean on-board ocean Bill(s) of Lading, freight to be collected, made out to order and blank endorsed.

(C) Certificate of weight, quantity and packing by China Import and Export Commodity Inspection Bureau on quality, quantity and weight of the rice and the condition of the gunny bags.

(D) Phytosanitary certificate issued by China Animal and Plant Quarantine services.

(E) Copy of certificate issued by China Import and Export Commodity Inspection Bureau stating to the effect that the Shipping Samples, collected and forwarded to the Buyers' nominee in China, represents the entire cargo of each shipment. The shipped quantity and weight on this certificate does not have to be same as one on B/L and the other documents as it's approximate tonnage.

(F) Certificate of Origin issued by CCIB or CCPIT (CHINA COUNCIL FOR PROMOTION OF INTERNATIONAL TRADE).

(G) Certificate issued by China Import and Export Commodity Inspection Bureau certifying that the rice shipped is freshly milled, free from infestation and free from P. Citreo-Viride, P. Citrinum and P. Islandicum at time of

shipment.

(H) Certificate issued by China Import and Export Commodity Inspection Bureau certifying that the rice received by warehouse(s) at loading port is consisting of the same lots of rice from which per-shipment samples were collected by them at rice mill(s) and/or inland warehouse(s). The Sellers may submit copy of certificate of sample drawn from the mill/warehouse issued by CCIB.

(I) Certificate of agri-chemical residue by CCIB certifying that pre-shipment samples, collected by CCIB, conform to the standard of agri-chemical residue set by the FOOD SANITATION LAW OF JAPAN and THE FOOD AGENCY OF JAPAN, together with 53 items list of agri-chemical for analysis and the standard limits.

(J) Shippers' certificate stating to the effect that one set of original shipping documents of commercial invoice & B/L and one copy of the other documents has been sent by the Shipper directly to the Consignee, accompanied by a receipt of the documents issued by despatch-courier.

#### 14. LOADING ATTENDANCE:

The Buyers and/or their agent may attend loading rice at port(s) of shipment.

#### 15. QUALITY AND WEIGHT:

Quality and weight certified by China Import and Export Commodity Inspection Bureau at the time and place of shipment as per their respective certificates are to be

taken by as final.

#### 16. AMENDMENT OF LETTER OF CREDIT:

The Buyers shall open Letter of Credit in accordance with the terms of this Contract. If any discrepancy is found, amendments of Letter of Credit should be made immediately by the Buyers upon receipt of the Sellers' advice, failing which the Buyers shall be held responsible for any losses thus incurred as well as for the late shipment thus caused.

#### 17. FORCE MAJEURE:

Should the Sellers fail to deliver the contracted goods or effect the shipment in time by reason of war, flood, fire, storm, heavy snow or any other causes beyond their control, the time of shipment might be duly extend or alternatively a part or whold of the contract might be cancelled, but the Sellers shall notify the buyers by cable or telex and furnish the letter within 15 days by registered airmail with a certificate issued by the China Council for the Promotion of International Trade attesting such event or events.

#### 18. ARBITRATION:

Should there be any disputes between the contracting parties and no agreement could be amicably reached, they shall be settled by arbitration, which shall take place in country where the defendant resides. Each party shall appoint an arbitrator, the two arbitrators thus appointed shall select a third person as chairman to form an arbitration commitee. In case the claim is made on the Chinese party,

the arbitration shall be held by the China International Trade and Economic Arbitration Commission in accordance with its Rules of Arbitration. The award given by the arbitration commission shall be final and binding upon both parties, the fees for arbitration shall be borne by the losing party.

19. This contract is made in two original each drawn upon in the Chinese and English languages. Each party keeps one original.

|                      |                          |
|----------------------|--------------------------|
| SELLERS              | BUYERS                   |
| CHINA NATIONAL GRAIN | FOR AND ON BEHALF OF     |
| TRADING CENTRE       | JAPANESE IMPORT & EXPORT |
|                      | CO. LTD                  |
| 签字 (Signature)       | 签字 (Signature)           |

**ATTACHMENT NO. 1 TO CONTRACT NO. 92D-93BNV**  
**AGRICULTURAL CHEMICAL RESIDUE**

**A. INSPECTION OF AGRICULTURAL CHEMICAL RESIDUE;**

The inspection of agricultural chemical residue on the rice for export shall jointly be made by the China Import and Export Commodity Inspection Bureau and the Japan Grain Inspection Association before shipment.

Excepting extra labour cost and storage at warehouses

and demurrage of lighter, the inspection fee and any other charges which may occur in connection with the inspection, shall be borne by the Buyers.

**B. REJECTION, REPLACEMENT OF RICE AND CANCELLATION OF CONTRACT;**

The rice shall be in good condition, freshly milled and free from infestation and satisfies the standard of agricultural chemical residue regulated by the Food Sanitation Law of Japan.

Rice which does not conform to the rice specifications and the standard of Agri-cultural Chemical Residue attached herewith, shall be rejected or replaced. In case the Sellers fail to supply rice which satisfies the specifications and the standard of Agricultural Chemical Residue, the Buyers reserve the right to cancel such lot of cargo under this contract.

**C. SAMPLING FOR ANALYSIS OF AGRICULTURAL CHEMICAL RESIDUE;**

- 1) Sampling at rice mills and/or inland warehouse;
  - a) Sampling shall be made by China Import and Export Commodity Inspection Bureau (here in after called the CCIB) at rice mills and/or inland warehouses where 3 kilos each or samples are to be collected basically from each 1,000-2,500metric tons as one lot at seller's option.