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1. COTECNA INTERNATIONAL TRADE CONSULTING

TEL : 0086 21 68672300
FAKS : 0086 21 68672311
E-MAIL : cotecna.shanghai@cotecna.com.cn
WEB SITE : <https://cg.cotecna.com>

2. HONG KONG Q.C.CENTER LTD.

TEL : 0852 2304 4424
FAKS : 0852 2304 7363
E-MAIL : info@hkqcc.com
WEB SITE : www.hkqcc.com

3. CIS INSPECTION SERVICES LTD.

TEL : 0086 10 86201772
E-MAIL : info@inspectionchina.com
chinayork@gmail.com
WEB SITE : www.inspection.com

4. BUREAU VERITAS

TEL : 0086 10 5968 3888
FAKS : 0086 10 5968 3666
E-MAIL : webchina@cn.bureauveritas.com
WEB SITE : www.bureauveritas.cn

5. APPLUS (SHANGHAI) QUALITY INSPECTION CO.,LTD

TEL : 0086 21 5237 0776
FAKS : 0086 21 5208 0556
E-MAIL : chinaservices@appliscorp.com
WEB SITE : www.applus.com

6. ASIG QUALITY SERVICES CO.,LTD

TEL : 0086 755 8228 2428
FAKS : 0086 755 8228 2625
WEB SITE : www.asig.de

7. SGS-CSTC STANDERDS TECHNICAL SERVICES CO.,LTD

TEL : 0086 20 8215 5028
FAKS : 0086 20 8207 5028
E-MAIL : sgs.china@sgs.com
WEB SITE : www.cn.sgs.com

8. SGS-CSTC STANDERDS TECHNICAL SERVICES CO.,LTD

TEL : 0086 21 6140 2666
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9. TUV RHEINLAND (SHANGHAI) CO.,LTD

TEL : 0086 21 6108 1188
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WEB SITE : www.chn.tuv.com

10. TUV SUD CHINA (GUANGZHOU)

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11. ASIA INSPECTION

TEL : 0086 755 82144556
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12. TUMIS INDUSTRIAL CONSULTING (SHANGHAI)

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ÇHC FİRMALARI İLE TİCARİ İLİŞKİ SÜRECİNDE DİKKATE ALINMASI GEREKEN HUSUSLAR

ÇİN HALK CUMHURİYETİ'NDE (ÇHC) YERLEŞİK FİRMALAR İLE YÜRÜTÜLECEK TİCARİ İŞLEMLERDE AŞAĞIDA BELİRTİLEN HUSUSLARIN DİKKATE ALINMASINDA YARAR BULUNMAKTADIR.

- TİCARİ İLİŞKİ ÖNCESİNDE, ÇİNLİ FİRMALARA İLİŞKİN MUTLAKA BİR İNCELEME VE BİLGİ ALMA SÜRECİNİN GERÇEKLEŞTİRİLMESİ GEREKMEKTEDİR.
- BU SÜREÇTE, TERCİHAN, ÇHC'DE YERLEŞİK FİRMANIN YERİNDE ZİYARET EDİLEREK, ÜRETİCİ VE/VEYA DIŞ TİCARET İŞLEMİ YAPMA YETKİSİNİ HAİZ FİRMA OLUP OLMADIĞININ VE AYRICA, ÜRETİM VE DIŞ TİCARET KAPASİTESİNİN TESPİT EDİLMESİ (İŞ LİSANSI V.B. BELGELER TALEP EDİLEREK) FAYDALI OLACAKTIR.
- FİRMAYA İLİŞKİN BİLGİ EDİNME SÜRECİNDE AYRICA, İLGİLİ TİCARET ODALARINA VE ÇHC'DE YERLEŞİK DANIŞMANLIK FİRMALARINA BAŞVURUDA BULUNULABİLİR.
- ÇİNLİ FİRMA İLE KURULACAK TİCARİ İLİŞKİNİN MUTLAKA SÖZLEŞMEYE BAĞLANMASI (ÜRÜN TANIMININ AÇIK VE NET YAPILMASI, ÖDEME YÖNTEMLERİNİN TANIMLANMASI, MÜCBİR SEBEBİN TANIMLANMASI VE TAHKİM MÜESSESİNİN YER ALMASI VB.) VE ULUSLARARASI KABUL GÖRMÜŞ ÖDEME YÖNTEMLERİ İLE TİCARİ İŞLEMİN SONUÇLANDIRILMASI GEREKMEKTEDİR.
- İTHALAT İŞLEMİ SIRASINDA İSE MUTLAKA GÖZETİM FİRMALARI İLE ÇALIŞILMASI VE GEREKTİĞİ TAKDİRDE, HER AŞAMADA HUKUKİ DANIŞMANLIK ALINMASI UYGUN OLACAKTIR.
- BU AMACA YÖNELİK OLARAK T.C. PEKİN BÜYÜKELÇİLİĞİ TİCARET MÜŞAVİRLİĞİ WEB SİTESİNDE BULUNAN SÖZLEŞME ÖRNEĞİ, GÖZETİM FİRMALARI, HUKUK FİRMALARI İLE TERCÜMANLAR LİSTESİNDEN YARARLANILABİLİR.
- ÇHC'DE YERLEŞİK FİRMALAR İLE YAPILAN TİCARİ İŞLEMLERDE, MAĞDURİYETE UĞRANILMAMASI AMACIYLA, AŞAĞIDA YER ALAN HUSUSLARIN DA DİKKATE ALINMASI, AYRICA YARARLI OLACAKTIR.
- İTHALAT İŞLEMİ SIRASINDA YÜKSEK ORANDA VEYA MEBLAĞDA ÖN ÖDEMEDE BULUNULMAMASI,
- YÜKSEK MEBLAĞLI TİCARET TALEBİ İLE FİRMALARIMIZA YAKLAŞAN (ÇHC'DE YERLEŞİK) FİRMALAR HAKKINDA MUTLAKA ARAŞTIRMA YAPILMASI,
- FİRMA YETKİLİSİ OLARAK YAZIŞMALAR YÜRÜTEN KİŞİNİN TİCARİ İŞLEMLERDE YETKİLİ OLDUĞUNUN VE AYRICA, FİRMA BANKA HESABI TEYİDİNİN SAĞLANMASI İLE SON ANDA GERÇEKLEŞTİRİLEN HESAP NUMARASI DEĞİŞİKLİKLERİNE İTİBAR EDİLMEMESİ,
- ÇHC'DEKİ KAMBIYO REJİMİ ÇERÇEVESİNDE SÖZLEŞMENİN MUTLAKA ÇİN'DE İMZALANMASI YÖNÜNDEKİ BİLGİLERE İTİBAR EDİLMEMESİ,
- İMZALANAN SÖZLEŞMENİN NOTERDEN TASDİKİNİN ZORUNLU OLDUĞU VE BU ORANINDA %5-10 CİVARINDA OLDUĞU YÖNÜNDEKİ BİLGİLERE İTİBAR EDİLMEMESİ,
- SÖZLEŞMELERİN YEREL TİCARET ODALARINDAN VE/VEYA TÜRK BÜYÜKELÇİLİKLERİ VEYA KONSOLOSLUKLARINDAN ONAYLATILABİLECEĞİ HUSUSUNUN BİLİNMESİ.

本合同由买卖双方订立，根据本合同规定的条款，买方同意购买，卖方同意出售下述商品：

This Contract is made by and between the Buyers and Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated below:

Item No. 项目	1. Name of Goods 货物名称	2. Specification 规格	3. Quantity 数量	4. Unit Price 单价	Total Value 总价
Total 总价	USD (CIF)				

5. 生产国和制造商：
COUNTRY OF ORIGIN AND MANUFACTURER:
6. 装运期限：在收到合同金额的___%的预付款后的___个月内。
TIME OF SHIPMENT: With _____ months after receiving ___% of contract value as down payment.
7. 装运口岸：
PORT OF SHIPMENT:
8. 到货口岸：
PORT OF DESTINATION:
9. 包装：商品必须用塑膜包装，适合于长途海运，防潮、防震、防锈、耐粗暴搬运。由于包装不良发生的损失，或由于采用不充分或不妥善的防护措施而造成的任何锈损，卖方负担由此而产生的一切费用和/或损失。
PACKING: To be packed in shrink protection suitable for long distance ocean transportation and well protected against dampness, moisture, shock, rust and rough handling. The Sellers shall be liable for any damage to the goods on account of improper packing and for any rust damage attributable to inadequate or improper protective measures taken by the Sellers, and in such case any and all losses and /or expensive incurred in consequence thereof shall be borne by the Seller.
10. 唛头：卖方在每件包装上用不褪色油墨清楚标刷包装号、尺码、毛重、净重、“此端向上”、“小心轻放”、“切勿受潮”等字样，并刷用下列唛头。
SHIPPING MARK: On the surface of each package, the package number, measurements, gross weight/net weight, the lifting positions. Such cautions as “DO NOT STACK UP SIDE DOWN”, “HANDLE WITH CARE”, “KEEP AWAY FROM MOISTURE” and the following shipping mark shall be stenciled legibly in fadeless paint.
11. 保险：卖方按发票金额的 110%投保一切险及战争险
INSURANCE: To be covered by the seller for 110% of the invoice value against ALL RISKS and WAR RISKS
12. 支付条款：签订合同后 2 周内通 T/T 支付 10%的预付款；90%货款在装运前 2 周通过 L/C 支付，需向付款行提交本合同第 13 款所规定的所有单据议付。
TERMS OF PAYMENT: 10% by T/T as down payment within 2 weeks after the contract signed; 90% by L/C 2 weeks before shipping. All documents stipulated in Clause 13 of this contract should be presented to the bank for negotiation.
13. 单据：卖方应将下列单据提交付款银行方可议付货款，在采取信汇或者电汇方式支付的情况下下列单据应寄给买方。
 - (1) 全套可议付的清洁已装运提单，须注明买方抬头、空白背书及“运费已付”字样。
 - (2) 保险单或保险证明书注明投一切险，并注明货物到达后倘发现残损情况，向到货口岸之中国

商品检验局申请检验。

(3) 发票五份, 注明合同号, 唛头。

(4) 装箱单两份, 注明毛重、净重、尺码和所装货物每项的品名和数量、包装号、箱号。

(5) 原厂品质保证书。

(6) 按照本合同第 15 条第 1 款规定的货物装船后立即给买方装运通知传真件一份。

DOCUMENTS: The Sellers shall present the following documents to the paying bank for negotiation/collection, or to the Buyers in case of payment by MT/or T/T.

(1) Full of set of negotiable Clean on Board Ocean Bills of Lading marked "PREPAID FREIGHT" and made out to the Buyer, blank endorsed.

(2) Insurance Policy or Certificate, covering all risks, requesting for survey upon arrival of the cargo at the port of destination be made to _____ (Name of Inspection Bureau) of the port.

(3) Invoice in quintuplicate, indicating contract number and shipping mark.

(4) Packing List in duplicate with indication of both gross and net weights, measurements, packing number, quantity and description of each item packed.

(5) Certificate of quality issued by original manufacturers.

(6) A copy of fax to advise the Buyers of shipment immediately the goods are loaded on ship as specified in Clause 15 hereof.

14. 技术资料: 卖方应向买方提供有关的使用、保养手册和有关图纸及其他文件, 以上文件随货物一起发运至买方。

TECHNICAL DOCUMENTS: The seller shall provide the Buyer manuals and relational drawings / documents with goods to The Buyer .

15. 运输:

(1) 卖方必须保证货物在合同规定的期限内到达目的港。

(2) 转运和分批运输是不允许的。

SHIPMENT

(1) The seller should assure that the goods arrive at the Port of Destination on the date within the period stipulated in this contract.

(2) Trans-shipment is not allowed. Partial shipment is not allowed too.

16. 装运通知: 货物全部装船后, 卖方应在 3 天之内立即将合同编号、商品名称、数量、毛重、发票金额、装运船名和开船日期传真给买方, 如单件货物的重量超过 9 公吨或阔度超过 3400 毫米, 或两边高度超过 2350 毫米, 则卖方应将该件重量和尺码告知买方, 如由于卖方未及时将装运通知电告买方, 以致货物未及时保险而发生的一切损失应由卖方负担, 如货物系属危险品, 卖方应将其处理方法电告买方和到货口岸中国对外贸易运输公司。

SHIPPING ADVICE: Within 3 days after the goods are completely loaded, the Sellers shall fax to notify the Buyers of the contract number, name of commodity, quantity, gross weight, invoiced value, name of the carrying vessel and the date of sailing. If any package is above 9 metric tons in weight, or over 3400 mm in width, or over 2350mm on both sides in height, the Seller shall advise the Buyers of the weight and measurements of such package. In case the goods are not insured in time owing to the Sellers having failed to give timely advice, and all consequent losses shall be borne by the Sellers. In the case of dangerous goods, the Sellers shall cable to notify the Buyers and _____ (Name of Trade transportation Corporation) at the port of destination of their nature and the method of handling them.

17. 质量保证:

(1) 卖方应保证货物的质量与状态与所提供的样品/合同所附的质量标准相符。

(2) 卖方保证订货系用最上等的材料和工艺制成, 全新且未曾用过, 并完全符合合同规定的质量、规格和性能。卖方并保证本合同订货在正确安装、正常使用和维修的情况下, 自交货后____个月内或者交货后____个月内(以先到为准)完全良好运行。在质保期内如果发现货物由于质量问题而损坏的话, 卖方应在接到买方通知后在十天内或者规定的时间内对货物加以修复直至买方满意。质保期期满后, 买方签发最终验收证明。

GUARANTEE OF QUALITY:

(1) The Sellers shall guarantee all goods conform to samples/ Quality Specification submitted with regards to quality and condition.

(2) The Sellers shall guarantee that the goods are made of best material, with first class workmanship, brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this contract. The Sellers shall also guarantee that the goods when correctly mounted and properly operated and maintained, will give satisfactory performance for a period of _____ months starting from the date when the goods are delivered or _____ months from acceptance day of goods whichever occurs first. During the guarantee period if any goods were damaged for the quality reason, seller should repair them within 10 days after receiving the notice of the Buyer or in the specified period until the Buyer feel satisfied. When the guarantee period expires, the Buyer would issue the final acceptance certificate.

18. 检验和索赔:

(1) 在交货以前, 制造厂应就订货的质量、规格、性能、数量/重量作出精确而全面的检验, 并出具货物和本合同规定相符的证明书, 该证书不得作为货物的质量规格、性能和数量/重量的最后依据, 制造厂应将记载试验细节和结果的书面报告附在质量证明书内。

(2) 货物到达口岸后, 买方可以申请 _____ (商检单位名称) 就货物的质量, 规格和数量/重量进行初步检验, 检验合格的话, 买方签发初步验收证明。如果发现到货的规格或数量/重量与合同不符, 除应由保险公司或船公司负责外, 买方于货物在到货口岸卸货后 _____ 天内凭商检局出具的检验证书有权拒收货物或向卖方索赔。

(3) 在本合同第 17 条规定的质保期内, 如发现货物的质量及/或规格与本合同规定不符或发现货物无论任何原因引起的缺陷包括内在的缺陷或使用不良的原料, 买方应申请商检局检验, 并有权根据商检证明向卖方索赔。

(4) 卖方收到买方索赔通知后, 如果在十天内不答复, 应视为卖方同意买方提出的一切索赔。

INSPECTION AND CLAIMS:

(1) The manufacturers shall before making delivery, make a precise and comprehensive inspection of the goods as regards their quality, specifications, performance and quantity/weight, and issue certificates certifying that the goods are in conformity with the stipulations of this Contract. The certificates shall not be considered as final in respect of quality specifications, performances and quantity/ weight/ particulars and results of the test carried out by the manufacturers must be shown in a statement to be attached to the said Quality Certificate.

(2) After arrival of the goods at the port of destination, the Buyers may apply to _____ (Name of Inspection Bureau) (hereinafter called the Bureau) for a preliminary inspection of the goods in respect of their quality, specifications and quantity/weight. If goods are qualified, the Buyer will issue the preliminary acceptance certificate. If any discrepancies are found by the bureau regarding the specifications and the quantity/weight or both, except those for which either the Insurance company or the shipping company is responsible, the Buyers shall, within _____ days after discharge of the goods at the port of destination, have the right either to reject the goods or to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.

(3) Within the guarantee period stipulated in Clause 17 hereof should the quality and /or the specifications of the goods be found not in conformity with the contracted stipulations, or should the goods proved defective for any reasons, including latent defect or the use of unsuitable materials, the Buyers shall arrange for an inspection to be carried out by the Bureau and have the right to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.

(4) Any and all claims shall be regarded as accepted if the Sellers fail to reply within 10 days after receipt of the Buyers' claim.

19. 索赔解决方法:

如货物不符合本合同规定应由卖方负责。同时买方按照本合同第 17 条和第 18 条的规定在索赔期或质量保证期内提出索赔, 卖方在取得买方同意后, 应按下列方式理赔。

(1) 同意买方退货, 并将退货金额以成交原币种退还买方。

(2) 在接到买方通知后 1 个月内调换有瑕疵的货物, 换货必须全新并符合规定的规格、质量和性能, 对换货的质量, 卖方仍应按本合同第 18 条的决定保证产品质量。

SETTLEMENT AND CLAIMS:

In case the Sellers are liable for the discrepancies and a claim is made by the Buyers within the period of claim or quality guarantee period as stipulated in Clause 17 and 18 of this Contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways.

(1) Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency as contract herein.

(2) Within one month after receiving the notice from the Buyers, the Sellers should replace the defective goods with new ones which conform to the specifications, quality and performance as stipulated in this contract. The Sellers shall, at the same time, guarantee the quality of the replacement goods for a further period as specified in Clause 18 of this Contract.

20. 不可抗力:

由于不可抗力导致卖方交货迟延或不能交货, 责任不在卖方。但卖方应立即将事故通知买方, 并在事故发生后的十四天内将事故发生地政府主管机关出给证明用空邮寄交买方为证, 并征得买方认可。在上述情况下, 卖方仍负有采取一切必要措施从速交货的责任。如果事故持续超过 1 个月, 买方有权取消合同, 卖方须退还买方已支付的价款。

FORCE MAJEURE:

The Sellers shall not be held responsible for any delay in delivery or non delivery of the goods due to force majeure. However, the Seller shall advise the Buyers immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyers for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 1 month, the Buyers shall have the right to cancel this contract, and the seller shall pay back the amount having been paid by the Buyer to the Buyer.

21. 迟交和违约金:

(1) 除了由于不可抗力引起延迟交货外, 如果卖方不能按合同要求按期交货的话, 卖方应负责赔偿买方的一切损失。如延迟交货超过原定期限 1 个月时, 买方有权终止合同。但卖方仍应向买方缴付以下规定之违约金, 不得推诿或迟延。

(2) 迟交货违约金的比例为每延迟一周支付合同总价的 1%, 违约金最高不能超过合同总价的 5%。

(3) 如果卖方没能按照本合同第 18、19 条的规定在规定的期限内调换货物的话, 应该按照迟交货的情况处理, 违约金比例也为每延迟一周支付合同总价的 1%, 违约金最高不能超过合同总价的 5%。

LATE DELIVERY AND PENALTY

(1) In case of delayed delivery, except for force major cases, if Sellers can't deliver goods in time, the Sellers should be liable to the Buyer and indemnify the Buyer for all losses and damages. In case the period of delay exceeds 1 month after the stipulated delivery Buyers have the right to terminate this Contract but the Sellers shall not thereby be exempted from the payment of penalty.

(2) The late Delivery Penalty rate is 1% of contract price per week. The Max. Penalty can't exceed 5% of the total contract price.

(3) If the Sellers fails to do according to clause 18 to replace the defective goods in specified period, this delay should be considered as delayed delivery and the penalty rate is 1% of contract price per week too. The Max. Penalty can't exceed 5% of the total contract price.

22. 调试: 卖方应派遣有经验的调试工程师到现场进行调试。如果在到货后 30 天内没有完成调试而影响买方交货的话, 买方由此而遭受的损失应该由卖方承担。

COMMISSIONING: the Sellers should send experienced engineers to site to carry out the commissioning work. If the engineers can't finish commissioning within 30 days after the discharge of the goods and affect the delivery time of the Buyers, the losses of the Buyers should be borne by the Sellers.

23. 仲裁: 凡因本合同引起的或与本合同有关的任何争议, 均应提交在北京的中国国际经济贸易仲裁委员会, 按照该委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方均有约束力。仲裁费用由败诉一方负担。

ARBITRATION: All disputes arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission for arbitration which shall be conducted in Beijing in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The arbitration fee shall be borne by the losing party.

24. 适用法律：本合同的适用法律为《联合国国际货物销售合同公约》。

GOVERNING LAW: The governing law of the Contract is UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

25. 附注：

本合同用中、英文对照写成，两种文字均具同等效力，但如发生解释不一致时，以英文文本为正式文本。本合同一式两份，买卖双方各执一份。本合同在双方签字盖章后以传真或邮件给对方之时生效。

REMARKS:

This Contract is made in English and Chinese, which are equally valid hereof. However, if any inconformity occurs upon the interpretation of the clause in this Contract on account of languages, the interpretation in English shall prevail. This Contract is made out in two original copies, one copy to be held by each party. This Contract shall become effective on the date signed by Sellers and Buyers through fax or email.

附件： 质量标准

Attachment: Quality Specification

买 方：
The Buyers:

卖 方：
The Sellers:

授权代表：
Authorized Representative:

授权代表：
Authorized Representative: