# Sales Contract / 销售合同

**Contract No.（合同编号）**：\_\_\_\_\_\_\_\_\_

**Date（签订日期）**：\_\_\_\_\_\_\_\_\_

**Place of Signing（签订地点）**：\_\_\_\_\_\_\_\_\_

This Sales Contract (hereinafter referred to as "the Contract") is made and entered into by and between the following parties on the basis of equality, mutual benefit and good faith:

本销售合同（以下简称 “合同”）由以下双方本着平等、互利、诚信的原则签订：

## 1. Parties（双方当事人）

### 1.1 Seller（卖方）

Name（名称）：福建雄风电气有限公司

Address（地址）：中国福建省将乐县北郊工业园区 2 路 1 号

Contact Person（联系人）：王先生

Phone（电话）：13806977339

Email（邮箱）：it@fjxfdq.com

### 1.2 Buyer（买方）

Name（名称）：[Buyer's Company Name]（买方公司名称）

Address（地址）：\_\_\_\_\_\_\_\_\_

Contact Person（联系人）：\_\_\_\_\_\_\_\_\_

Phone（电话）：\_\_\_\_\_\_\_\_\_

Email（邮箱）：\_\_\_\_\_\_\_\_\_

## 2. Commodity Details（设备详情）

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Serial No.（序号） | Model（型号） | Quantity（数量） | Technical Standards（技术标准） | Unit Price（单价，USD） | Total Price（总价，USD） | Remarks（备注） |
| 1 |  |  |  |  |  | 详见附件图纸 |
| 2 |  |  |  |  |  | 详见附件图纸 |
| ... |  |  |  |  |  | 详见附件图纸 |

**Total Contract Amount（合同总金额）**：\_\_\_\_\_\_\_\_\_ USD

（Say in Words：\_\_\_\_\_\_\_\_\_ U.S. Dollars Only）

*Annex: Equipment Drawings（附件：设备图纸）*

## 3. Price and Payment（价格与支付）

### 3.1 Price Terms（价格条款）

The price is based on \_\_\_\_\_\_\_\_\_ (INCOTERMS 2020)

本合同价格基于 \_\_\_\_\_\_\_\_\_（《国际贸易术语解释通则 2020》）

### 3.2 Payment Terms（支付方式）

* 30% of the total amount as advance payment shall be paid by the Buyer within 7 days after the signing of the Contract.

买方应在合同签订后 7 日内支付总金额的 30% 作为预付款。

* 70% of the remaining amount shall be paid by the Buyer within 5 days upon receipt of the copy of Bill of Lading (B/L) provided by the Seller.

买方在收到卖方提供的提单副本后 5 日内支付剩余 70% 款项。

*Payment Account（收款账户）*：

Bank Name（银行名称）：\_\_\_\_\_\_\_\_\_

Account Name（账户名称）：福建雄风电气有限公司

Account No.（账号）：\_\_\_\_\_\_\_\_\_

SWIFT Code：\_\_\_\_\_\_\_\_\_

## 4. Delivery Terms（交货条款）

### 4.1 Port of Loading（起运港）：\_\_\_\_\_\_\_\_\_

### 4.2 Port of Destination（目的港）：\_\_\_\_\_\_\_\_\_

### 4.3 Transport Mode（运输方式）：\_\_\_\_\_\_\_\_\_

### 4.4 Delivery Time（交货期）：Within \_\_\_\_\_\_\_\_\_ days after receipt of the advance payment.

（交货时间：收到预付款后\_\_\_\_\_\_\_\_\_日内）

### 4.5 Risk Allocation（风险划分）

In accordance with the selected INCOTERMS 2020, the risk of loss or damage to the goods shall pass from the Seller to the Buyer at the specified point.

根据选定的《国际贸易术语解释通则 2020》，货物灭失或损坏的风险在指定点从卖方转移给买方。

## 5. Quality Inspection（质量验收）

### 5.1 Inspection Standard（检验标准）

The goods shall comply with the technical standards specified in Article 2 and the relevant international standards (e.g., IEC, CE).

货物应符合第 2 条规定的技术标准及相关国际标准（如 IEC、CE）。

### 5.2 Objection Period（异议处理期）

The Buyer shall conduct inspection within 30 days after the arrival of the goods at the destination port. Any objection to the quality shall be raised in writing to the Seller within the aforesaid period, otherwise, the goods shall be deemed to be in conformity with the Contract.

买方应在货物到达目的港后 30 日内进行检验。对质量的任何异议应在上述期限内以书面形式向卖方提出，否则视为货物符合合同约定。

## 6. Liability for Breach（违约责任）

### 6.1 Delay in Delivery

If the Seller fails to deliver the goods on time, it shall pay liquidated damages to the Buyer at 0.5% of the total price of the delayed goods per day, but the total amount shall not exceed 5% of the total contract amount.

若卖方延迟交货，应按迟交货物总价的 0.5%/ 日向买方支付违约金，但总额不超过合同总金额的 5%。

### 6.2 Delay in Payment

If the Buyer fails to make payment on time, it shall pay liquidated damages to the Seller at 0.5% of the overdue amount per day, but the total amount shall not exceed 5% of the overdue amount.

若买方延迟付款，应按逾期金额的 0.5%/ 日向卖方支付违约金，但总额不超过逾期金额的 5%。

## 7. Dispute Resolution（争议解决）

Any dispute arising from or in connection with this Contract shall be settled through friendly negotiation between the parties. If negotiation fails, the dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with its current effective arbitration rules. The arbitral award shall be final and binding on both parties.

因本合同引起的或与本合同有关的任何争议，双方应通过友好协商解决。协商不成的，应提交中国国际经济贸易仲裁委员会（CIETAC）按照其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。

## 8. Governing Law（适用法律）

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

本合同受中华人民共和国法律管辖并据其解释。

*（Alternative: This Contract shall be governed by and construed in accordance with international commercial law.）*

*（备选：本合同受国际商法管辖并据其解释。）*

## 9. Other Provisions（其他条款）

9.1 This Contract shall come into force upon being signed and sealed by both parties.

本合同自双方签字盖章之日起生效。

9.2 This Contract includes \_\_\_\_\_\_\_\_\_ annexes, which are an integral part of this Contract and have the same legal effect.

本合同包含\_\_\_\_\_\_\_\_\_个附件，附件为本合同不可分割的组成部分，与本合同具有同等法律效力。

9.3 This Contract is made in duplicate, with each party holding one copy, both of which have the same legal effect.

本合同一式两份，双方各执一份，具有同等法律效力。

（以下无正文）

**Seller（卖方）**：福建雄风电气有限公司（盖章）

Authorized Representative（授权代表）：\_\_\_\_\_\_\_\_\_

Date（日期）：2025-8-15

**Buyer（买方）**：[Buyer's Company Name]（盖章）

Authorized Representative（授权代表）：\_\_\_\_\_\_\_\_\_

Date（日期）：8/15/2025