

棉花买卖合同

COTTON PURCHASE CONTRACT

(适用于非国产棉贸易)

APPLICABLE TO NON- CHINESE COTTON TRADE



中国棉花协会制定

INSTITUTED BY CHINA COTTON ASSOCIATION

2006年4月

棉花买卖合同

COTTON PURCHASE CONTRACT

合同编号:	日期:
Contract No.:	Date:
买方:	卖方:
Buyer:	Seller:
地址:	地址:
Address:	Address:
电话:	电话:
Tel:	Tel:
传真:	传真:
Fax:	Fax:
电子邮件:	电子邮件:
E-mail:	E-mail:

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 and entered into by and between the Buyer and the Seller; and in accordance with the terms and conditions of the Contract, the Buyer agrees to buy and the Seller agrees to sell the following commodity:

1 商品名称

1 Commodity

产地:

Origin:

生产年度:

Crop year:

类别: _____ (细绒棉, 长绒棉)

Category: _____ (upland cotton, long-staple cotton)

加工方式: 锯齿棉 皮辊棉

Ginning: saw ginned roller ginned

2 规格/质量

2 Specifications/Quality

级别: USDA 通用棉花标准 _____

Grade: USDA Universal Cotton Standards _____

凭小样 (小样型号) _____

by type: _____

长度: _____ (英寸, 毫米)

Staple Length: _____ (inch/mm)

马克隆值: _____ NCL

Micronaire: _____ NCL

断裂比强度值: 最小值 _____ 克/特克斯, 平均值 _____ 克/特克斯以上

Strength: minimum _____ grams/tex,

average above _____ grams/tex

3 数量

3 Quantity

净重: _____ (吨, 磅, 包)

Net Weight: _____ (ton/pound/bale)

溢短装率: _____ % (默认值为 1.5%) 不允许多装

Weight Tolerance Ratio _____ % (If not specified here, 1.5% will be applied)

Excess not allowed

吨与磅的换算公式: 1 吨=2204.62 磅

Conversion between ton and pound: 1 ton=2204.62 pounds

4 价格

4 Price

单价: _____ (美分/磅, 人民币元/吨)

Unit Price: _____ (USC(cent)/pound or RMB(Yuan)/ton)

价格条件: _____ (CIF, CFR, FOB, 其它)

Terms: _____ (CIF, CFR, FOB or others)

总价: _____ (美元, 人民币元)

Total Value: _____ (USD/RMB)

5 付款方式 信用证 凭单托收 其它

5 Payment Terms Letter of Credit D/P Others

6 重量、质量检验: CIQ 检验证书为结算和索赔的依据

6 Weight and Quality Inspection: CIQ Inspection Certificate shall be the basis for settlement and compensation

7 装运/交货日期: 从——(年月日)到——(年月日), 或按月等量装运/交货(每月数量) _____ (吨, 磅, 包)

7 Shipment / Delivery: shipment /delivery from _____ (mm/dd/yy) to _____ (mm/dd/yy)

Or equal monthly shipment/delivery as follows: _____ (ton, pound, bale)

8 目的地: _____

8 Destination: _____

9 一般条款

9 General Terms

一般条款为本合同不可分割的一部分。对该条款中任何一款的修改和删除应在备注中注明。

The General Terms shall constitute an integral part of the Contract. Amendment to or deletion of any general terms shall be specified in the Remarks.

10 仲裁: 凡因本合同引起的或与本合同有关的任何争议, 双方同意提交: _____ (□ 中国国际经济贸易仲裁委员会[CIETAC]; □ 国际棉花协会[ICA]; □ 其它仲裁机构), 按照申请仲裁时该仲裁机构现行有效的仲裁规则进行仲裁。

10 Arbitration: Any dispute arising from or in connection with the Contract shall be referred to _____ (□ CIETAC , □ ICA , □ OTHERS)for arbitration in accordance with its arbitration rules effective at the time of application.

11 本合同采用书面形式, 由买卖双方授权代表签字。双方在合同签订日之前以其它书面通讯方式, 如信函、电报、传真或电子邮件形式达成的成交内容, 须由本合同确认。

11 This Contract shall be made in written form and signed by the authorized representatives of the parties. The signed or stamped contract shall verify the terms and conditions of the contract previously agreed to at an earlier date in other written communications including mail, telegraph, fax, or e-mail.

12 备注

12 Remarks

买方签字: _____

卖方签字: _____

Signature of the Buyer: _____ Signature of the Seller: _____

日期: _____

日期: _____

Date: _____

Date: _____

一般条款

GENERAL TERMS

本一般条款是《棉花买卖合同》不可分割的一部分。

These General Terms shall be an integral part of the Cotton Purchase Contract.

1 定义

1 Definitions

在本合同中, 下列词语的含义如下:

The following terms shall have the following meanings in the Contract:

- CIQ: 中国出入境检验检疫机构。

CIQ: China Entry-Exit Inspection and Quarantine

- NCL: 不允许超出控制界限。

NCL: No control limit is allowed.

- USDA: 美国农业部。

USDA: United States Department of Agriculture

- 通知: 采用电报、信函、传真、电子邮件等方式告知对方。

Notification: to notify the other party by telegraph, mail, fax, e-mail, or other methods.

- 皮重: 棉花包装材料的重量。

Tare: the weight of cotton's packaging materials.

- 净重: 总重扣除皮重后的重量。

Net Weight: the gross weight less tare.

- 非棉物质: 混入棉花中对使用有严重影响的硬软杂物, 如化纤丝、麻丝、破布、木屑、金属物品等。

Non-Cotton Substance: soft or hard sundries mixed in the cotton that have serious impact on the use of the same, including chemical fiber, flax, cloth, wooden chips metal articles, etc.

- 无纺用价值棉花: 霉变棉、水渍棉、油污棉、火烧棉、棉花废料、棉短绒等。

No Spinning Value Cotton: mouldy cotton, water damaged cotton, oil stained cotton, burned cotton, cotton waste and linters, etc.

- 棉花废料: 加工或使用棉花过程中产生的下脚回收废料等。

Cotton Waste: leftover and/or recycling waste left during the processing or use of

the cotton.

- 欺诈棉包：单个棉包中：含有与棉花完全无关的非棉物质；里面含有污染棉花，但从棉包外部或可看出或看不出来；好棉花在外面，次棉花包在里面，以免在常规检查中被发现；有一定数量的无纺用价值棉花。

False Packed Bale: cotton in a single bale: containing substances entirely foreign to cotton; containing damaged cotton in the interior with or without any indication of such damage upon the exterior; composed of good cotton upon the exterior and decidedly inferior cotton in the interior, in such a manner as not to be detected by customary examination; or containing a certain amount of no spinning value cotton.

- 混杂棉包：单个棉包中含有一定数量不同品级、不同长度或不同颜色类型的棉花。

Mixed Packed Bale: a bale containing a certain amount of different grades, staples or colors of cotton.

- 溢短装率：到岸重量超出或少于合同规定重量的部分占合同总重量的百分率。

Weight Tolerance Ratio: the percentage of the part of the CIQ landed weight exceeding or shorter than the weight provided by the Contract against the total contract weight.

- 棉包密度：采用通用棉包密度，是指根据国际标准化组织——ISO 第 8115-1986 (E) 的规定，一个货包长度在 1060-1400 毫米，宽度 540 毫米，高度 700-950 毫米。

Bale Density: Universal Bale Density as determined by the International Standards Organization – ISO Reference No. 8115-1986 (E) is a bale with the nominal dimensions of 1060 to 1400 mm in length by 540 mm in width and 700-950 mm in height.

2 包装

2 Packing

适合于海运的紧缩机出口包装，外裹棉布或其他不能产生异性纤维的包装，捆扎牢固，包装完整。如果使用容易产生异性纤维的包装材料包装棉花，则卖方须承担全部清理异性纤维的费用。棉花须以通用密度压缩货包的形式供货。

Compressed export packing suitable for voyage, outside wrapped by cotton cloth or other packing materials that do not contain foreign matters, tightly and completely packed. If any packing materials that may easily produce foreign matters are used to pack the cotton, the Seller shall bear all the expenses for the cleaning of foreign matters. The cotton shall be supplied in forms of universal density compressed package.

3 唛头

3 Marks

除非另有约定，在棉包上挂有永久性棉包标识卡或在棉包的两侧用不褪色的颜料按下

列项目逐包刷唛，其内容为：

Unless otherwise agreed, hang permanent cotton identification card onto the cotton bale or mark on both sides of each cotton bale with unfading paint the following items:

A 批号/包号 B 毛重 C 合同号

A. Lot Number/Bale Number B. Gross Weight C. Contract Number

若唛头不清，由此而产生的混唛理货费由卖方承担。

If the marks are not clear, all the expenses arising from sorting the mixed mark bales shall be borne by the Seller.

4 装船通知

4 Shipment Notice

4.1 如为 FOB 成交：卖方应在收到船公司的装运通知后 48 小时内，通知买方合同号、品级、长度级或小样型号、包装、净重、金额；装船日期、装船口岸、目的港和预计到港日期，并航寄、传真或电子邮件的形式将装船单据副本一式三份给买方。

4.1 Under FOB terms: the Seller shall notify the Buyer by telegraph, fax or e-mail of the contract number, grade, staple or type, packing, net weight, and price; as well as shipment date, shipment port, destination port and estimated arrival date within 48 hours after notification from the shipping line and mail, fax or e-mail three copies of the duplications of the loading documents to the Buyer.

4.2 如为 CFR/CIF 成交：卖方应在收到船公司的装运通知后 48 小时内，通知买方船名、船龄（老船卖方要付超龄加保费）、船旗、装船日期、装船口岸、目的港、合同号、提单号、总金额、毛重、净重。

4.2 Under CFR/CIF terms: the Seller shall notify the Buyer of the ship name, ship age (for aged ship the Seller shall pay the over-age extra premium), ship flag, shipment date, shipment port, destination port, contract number, number of the bill of lading, total price, gross weight and net weight within 48 hours after the shipment notification from the shipping line.

4.3 如卖方未按上述 4.1、4.2 款规定通知买方，以致买方未能及时购买保险，由此而产生的损失由卖方负担。

4.3 If the Seller fails to notify the Buyer by telegraph, fax or e-mail as provided in above Article 4.1 and Article 4.2 and thus the Buyer is unable to purchase the insurance in time, all the losses arising therefrom shall be borne by the Seller.

5 单据

5 Documents

在开证时，卖方需向议付行，不开证时需向买方指定的银行提供下列单据：

The Seller shall provide the following documents for the negotiating bank in the event of issuing a letter of credit or the bank designated by the Buyer when not issuing a letter of

credit:

5.1 商业发票、装箱单正本和副本各三份,详细注明信用证号、合同号。

5.1 Three originals and three copies of the original commercial invoice and packing list, specifying the letter of credit number and contract number in details;

5.2 逐包或逐集装箱过重的重量码单一式二份。

5.2 Two copies of weight memo by weighing the bales or containers one by one;

5.3 全套可转让的清洁海运提单正本和副本各三份。

5.3 Three originals and three copies of the full set of the clean bill of lading;

5.4 卖方给买方的装船通知副本一份。

5.4 One copy of the shipment notification from the Seller to the Buyer;

5.5 在 CIF 条款下, 保险单正本和副本各一份。

5.5 One original and one copy of the certificate of insurance under CIF terms;

5.6 产地证明、植物检疫证明和非木质包装证明正本和副本各一份。

5.6 One original and one copy of the certificate of origin, phytosanitary certificate, and non-wooden packing certificate.

6 付款方式

6 Payment Method

6.1 在双方约定以信用证为付款方式时, 在合同规定的最晚装运日前 30 天, 由买方通知开户银行开出以卖方为受益人的不可撤销的信用证, 凭第 5 项单据条款规定的单据电汇付款。信用证的内容应与合同规定相符。信用证的到期日为最晚装运日后的第 21 天。

6.1 In the event that the parties hereto agree to make payment by letter of credit, the Buyer shall cause the opening bank to issue an irrevocable letter of credit in favor of the Seller within 30 days prior to the latest shipment date provided by the Contract, and the payment shall be made by wire on the basis of the documents provided in Article 5-Documents. The content of the letter of credit shall be consistent with the terms and conditions of the Contract. And the expiry date of the letter of credit shall be the 21st day after the latest shipment date.

6.2 在双方约定以凭单托收为付款方式时, 买方凭第 5 项单据条款规定的全套单据, 由买方指定的银行按发票金额付款。

6.2 In the event that the parties hereto agree on documents against payment, the bank designated by the Buyer shall make the payment at the invoice amount on the basis of whole set of documents that are provided in Article 5-Documents.

7 到货检验

7 Inspection Upon Delivery

7.1 检验机构

7.1 Inspection Institution

货物到目的地后由 CIQ 检验，其出具的重量检验证书（包括对欺诈棉包和混杂棉包的认定）和质量检验证书（如有残破还应出具残损证书），作为买卖双方结算和索赔的依据。

CIQ will conduct inspections after the goods arrive at the destination and issue the weight inspection certificate (including the confirmation of false packed bale and mixed packed bale) and the quality inspection certificate (such as the damage certificate if the cotton is damaged), which shall be the basis for the settlement and claims between the Seller and the Buyer.

7.2 重量检验

7.2 Weight Inspection

根据实际到货情况，CIQ 将采用逐包过重或用地衡以一个集装箱为单位过重，出具重量检验证书，按实际净重结算。

In accordance with the actual delivery circumstance, CIQ will scale the weight of each bale or weigh by container with land scale, issue the weight inspection certificate and make the settlement by actual net weight.

皮重：根据数量的多少、包装类型的差异，CIQ 将从每批货中随机抽取 (1-5)% 的包数，以加权平均确定平均皮重。按实际平均皮重计算到岸净重。

Tare Weight: in accordance with the quantity and package type, CIQ will sample (1-5)% bales from each lot of cotton and compute the average tare weight by weighted average. And calibrate the net weight upon arrival at the port based on the actual average tare weight.

买卖双方均可派代表（须凭授权委托书）到现场察看称重、扦样过程，卖方应在货物到达目的地前通知买方，买方应予必要协助。

Both the Seller and the Buyer may assign representatives (with a power of attorney) to the site for the purposes of observing the weighing and sampling process, and the Seller shall notify the Buyer of the same prior to the goods arriving at the destination, and the Buyer shall provide necessary assistance.

7.3 质量检验

7.3 Quality Inspection

抽样：品级、长度：从每批棉包中随机抽样 10%；马克隆值和强度：从品级、长度抽取的样品中随机抽取其样品总量的一半，作为马克隆值和强度的检验样品。

Sampling: grade and staple: 10% to be sampled at random for each lot of bales; micronaire and strength: one half of the 10% is to be sampled at random for each bunch of bales.

检验方法：采用仪器测试和感官检验相结合。如双方有争议时，以感官检验为主。

Inspection method: combined equipment testing with sensory evaluation; where there is any dispute, the outcome of sensory evaluation shall prevail.

7.4 复验

7.4 Re-inspection

重量不复验。报验人对 CIQ 质量检验结果有异议的,可在收到检验结果之日起 15 日内,向做出检验结果的 CIQ 或者国家质量监督检验检疫总局申请复验。复验只对抽取留存的样品,复验结果为最终依据。

No weight re-inspections. If the applicant has objections to the CIQ quality inspection result, such applicant may apply for a re-inspection with the CIQ that renders the inspection result or with the General Administration of Quality Supervision, Inspection and Quarantine within 15 days after the receipt of the inspection result. The re-inspection will only be conducted to the sampled samples and the re-inspection result shall be final.

8 细绒棉质量降级差价(按合同单价的百分比%)

8 Price Deduction for Upland Cotton Inferior Quality Grade (% of the contract unit price)

除非双方另有约定,否则适用以下规定:

Unless otherwise agreed to by the parties, the provisions hereinafter shall apply:

8.1 品级降级差价

8.1 Price Deduction due to Inferior Quality Grade

8.1.1 按 USDA 通用棉花标准签约的:

8.1.1 In terms of Contract provided in USDA Universal Standards:

GM ---, SM -3%, M -7%, SLM -12%, LM -19%, SGO -28%, GO -39%。

淡点污棉比照白棉按降 1 个级处理,即 SM LIGHT SPOTTED 按 M 级计算差价;点污棉比照白棉按降 2 个级处理,即 SM SPOTTED 按 SLM 级计算差价;淡黄染棉比照白棉按降 3 级处理,即 SM TINGED 按 LM 级计算差价;黄染棉比照白棉按降 4 级处理,即 SM YELLOW STAINED 按 SGO 计算差价。CIQ 出具的证书内只注明 LIGHT SPOTTED 或 SPOTTED 或 TINGED 或 YELLOW STAINED。

Light spotted cotton is regarded as one grade inferior with reference to white cotton, i.e., the price deduction of SM LIGHT SPOTTED shall be calculated based on M Grade; spotted cotton is regarded as two grades inferior with reference to white cotton, i.e., the price deduction of SM SPOTTED shall be calculated based on SLM Grade; light tinged cotton is regarded as three grades inferior with reference to white cotton, i.e., the price deduction of SM TINGED shall be calculated based on LM Grade; and yellow stained cotton is regarded as four grades inferior with reference to white cotton, i.e., the price deduction of SM YELLOW STAINED shall be calculated based on SGO Grade. Only LIGHT SPOTTED, SPOTTED, TINGED or YELLOW STAINED will be specified in the certificate issued by CIQ.

8.1.2 凭小样成交签约的:

8.1.2 Contract by Type

检验结果低于小样	扣减幅度 (%)
Inspection outcome is less than the sample	Deduction (%)
1 个级 Grade	-3.75
2 个级 Grades	-9
3 个级 Grades	-15.5
4 个级 Grades	-23

8.2 长度降级差价

8.2 Inferior Staple Deduction

8.2.1 合同长度在 1 又 1/32 英寸及以上的:

8.2.1 The Contract staple is 1-1/32 inches and longer:

检验结果低于合同长度 (英寸)	扣减幅度 (%)
Inspection outcome is less than contract staple (inch)	Deduction (%)
1/32	-2
1/16	-4
3/32	-7
1/8	-10
5/32	-13.5
3/16	-17

8.2.2 合同长度在 1 英寸及以下的:

8.2.2 The Contract staple is one inch and shorter:

检验结果低于合同长度 (英寸)	扣减幅度 (%)
Inspection outcome is less than contract staple (inch)	Deduction (%)
1/32	-1.5
1/16	-3.5
3/32	-5
1/8	-7
5/32	-10

8.3 马克隆值差价

8.3 Micronaire Variance

8.3.1 马克隆值在 3.5-4.9 范围值之间的没有折扣, 超出范围值的, 差价如下:

8.3.1 No deduction for a micronaire variance within the range of 3.5-4.9; and the price deduction shall be as follows for the micronaire exceeding the said range:

仪器测试值	扣减幅度 (%)
-------	----------

Tested Value	Deduction (%)
--------------	---------------

5.3 及以上 5.3 and above	-2
5.0-5.2	-1
3.3-3.4	-1.5
3.0-3.2	-3.5
2.9 及以下 2.9 and less	-8

8.3.2 对于规定了马克隆值最小值的合同, 未达到此最小值的, 差价如下:

8.3.2 With respect to the contract that provides the minimum micronaire, the price deduction shall be as follows if the minimum value is not met:

仪器测试值低于最小值	扣减幅度 (%)
------------	----------

Value tested less than the minimum value	Deduction (%)
--	---------------

0.1	-0.5
0.2	-1.0
0.3	-2.0
0.4	-3.0
0.5	-4.0
0.6	-5.0

如此类推, 马克隆值每低 0.1, 扣减幅度增加 1%。

Based on the foregoing, for each 0.1 micronaire value less than the minimum, the deduction shall increase 1%.

8.3.3 对于规定了马克隆值最大值的合同, 超过此最大值的, 差价如下:

8.3.3 With respect to the contract that provides the maximum micronaire, the price deduction shall be as follows if the maximum value is exceeded:

仪器测试值超过最大值	扣减幅度 (%)
------------	----------

Value tested more than the maximum value	Deduction (%)
--	---------------

0.1	-0.5
0.2	-1.0
0.3	-2.0
0.4	-3.0
0.5	-4.0
0.6	-5.0

如此类推, 马克隆值每高 0.1, 扣减幅度增加 1%。

Based on the foregoing, for each 0.1 micronaire value more than the maximum, the deduction shall increase 1%.

8.4 强度差价

8.4 Strength Variance

对于规定了断裂比强度最小值的合同, 未达到此最小值的, 差价如下:

In terms of a contract that provides the minimum strength, the price difference shall be set forth below if it fails to reach the minimum strength:

仪器测试值低于最小值	扣减幅度 (%)
Value tested less than the minimum value	Deduction (%)
1. 0-2.0	-1.0
2. 1-3.0	-1.5
3. 1-4.0	-3.0
4. 1-5.0	-5.0
5. 1-6.0	-8.0

比 6.0 还低的, 每低 1 克/特克斯, 扣减幅度增加 4%。

If less than 6.0, for each gram/tex lowered, the deduction is 4%.

9 长绒棉质量降级差价 (按合同单价的百分比%)

9 Price Deduction for Long-staple Cotton Inferior Quality Grade (% of the contract unit price)

除非双方另有约定, 否则适用以下规定:

Unless otherwise agreed to by the parties, the provisions hereinafter shall apply:

9.1 品级降级差价 (按 USDA 通用棉花标准)

9.1 Price Deduction due to Inferior Quality Grade (in accordance with the long staple cotton grade provided in USDA universal standards):

1 级--, 2 级 -3%, 3 级 -7%, 4 级 -12%, 5 级 -19%, 6 级 -28%。

Grade 1--, Grade 2 -3%, Grade 3 -7%, Grade 4 -12%, Grade 5 -19%, Grade 6 -28%。

9.2 长度降级差价

9.2 Inferior Staple Deduction

检验结果低于合同长度 (英寸)	扣减比例 (%)
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Inspection outcome is less than contract staple (inch)	Deduction (%)
1/16	-3%
1/8	-10%
3/16	-17%

9.3 马克隆值差价

9.3 Micronaire Variance

与细绒棉相同。

As per Upland cotton.

9.4 强度差价

9.4 Strength Variance

与细绒棉相同。

As per Upland cotton

10 违约索赔

10 Contract Settlement Differences

10.1 延迟装运

10.1 Delay of Shipment

由于卖方原因造成不能按期装运的,则卖方应从合同规定的最晚装运日的第十一天起,按照实际延迟的天数,每月付给买方货值金额 1.25%的迟装费。

If the cotton fails to be shipped as scheduled due to the Seller's reasons, the Seller shall pay the Buyer a delayed delivery fee equivalent to 1.25% of the value of the commodity for the delay incurred in the contracted latest shipment date from the eleventh day after the month the cotton was due to be shipped.

由于买方原因造成不能按期装运的,则买方应从合同规定的最晚装运日的第十一天起,按照实际延迟的天数,每月付给卖方货值金额 1.25%的迟装费。

If the cotton fails to be shipped as scheduled due to the Buyer's reasons, the Buyer shall compensate the Seller carrying charges equivalent to 1.25% of the value of the commodity for the delay incurred in the contracted latest shipment date from the eleventh day after the month the cotton was due to be shipped.

由于买卖双方中任何一方的原因造成超过合同规定的最晚装运日 45 天仍不能装运的,另一方有权解除合同,但违约方仍应承担违约责任。

If the cotton fails to be shipped within 45 days after the contracted latest shipment date as provided by the Contract due to the reasons attributable to either Party, the other Party is entitled to terminate the Contract and the breaching Party shall be liable for such termination of Contract.

10.2 重量差异

10.2 Weight Differences

到岸重量与合同重量的差异在合同允差范围内的,按合同价结算。超出合同允差的多装部分买方有权拒收;超出合同允差的少装部分按其货值金额(按合同价计算)的 15%赔偿给买方。

If the difference between the CIQ landed weight and the contract weight is within the

contract tolerance weight, payment shall be settled at the contract price. The Buyer is entitled not to accept the part exceeding the contract tolerance weight and the Buyer shall be compensated at 15% of the value (calculated at the Contract price) of the short part.

10.3 质量不符

10.3 Quality Differences

出现下列质量不符行为，根据 CIQ 提供的有关证明，卖方应做如下赔偿：

The Seller shall make compensations provided as follows for any quality differences set forth below with relevant certificate provided by CIQ:

10.3.1 对合同规定品级、长度与到岸检验品级、长度相差 1 个级的棉包，则按上述 8.1、8.2 条款规定的差价率补偿。

10.3.1 In terms of the delivered bales of which the grade and staple for inspection are one grade inferior than the grade and staple provided by the Contract, compensations at the deduction rate provided in the foregoing Article 8.1 and Article 8.2 shall be made.

10.3.2 如果合同规定品级、长度与到岸检验品级、长度相差 2 个级的棉包数量占该批棉包总数的比例超过 5%的，除按上述 8.1、8.2 条款规定的差价率补偿外，还应按全部降级棉包合同金额的 20%作为违约金赔偿给买方。

10.3.2 If more than 5% of the landed shipment are bales two grades inferior to the contract grade in terms of quality and staple, then in addition to price deduction compensations as in Articles 8.1 and 8.2, the Buyer shall be given extra liquidated damages equivalent to 20% of the contract value of the total defective bales.

10.3.3 对商检后棉花级别低于合同规定级别 3 个级及以上的棉包、欺诈棉包和混杂棉包，买方可选择：A. 退货，卖方除退还全额货款外还要按这些问题棉包合同金额的 50%作为违约金赔偿给买方，并承担退货费用；B. 按上述 8.1、8.2 条款规定的差价率补偿，并按问题棉包合同金额的 50%作为违约金赔偿给买方。

10.3.3 In terms of a bale of cotton of which the quality, upon CIQ inspection, is 3 or more than 3 grades inferior to the grade agreed in the Contract, false packed bales and mixed packed bales, the Buyer may choose to: A. return the bales, in which case the Seller shall pay the Buyer liquidated damages equivalent to 50% of the contract value of the problematic bales in addition to the full refund of purchase payment as well as the expenses arising from return of bales; or B. have price deduction compensations as provided in the foregoing Articles 8.1 and 8.2, in which case the Seller shall pay the Buyer extra liquidated damages equivalent to 50% of the contract value of the problematic bales.

11 索赔期限

11 Term of Claim

除非双方另有约定，索赔期不能超过最后到港日或出保税库日后 70 天。有问题棉包的索赔期限按第 12 条款处理。

Unless otherwise agreed to by the parties, claims for noncompliance with the weight or quality provisions shall be made to the other party within 70 calendar days after the last

day of landing or its release from a bonded zone. The term of claim of problematic bales shall be dealt with Article 12 below.

12 有问题棉包的处理

12 Disposal of Problematic Bales

买方须在棉花到港后 6 个月之内对欺诈棉包、混杂棉包等问题棉包提出索赔。索赔提出后棉包须另外分开存放 56 天以供卖方核查，逾期视为卖方接受索赔。卖方同意支付买方处置棉包使之恢复使用价值所需的合理费用。

The Buyer shall make claims in terms of false packed bales, mixed packed bales or other problematic bales within 6 months after the cotton arrives at the port. The bales against which the claims are made shall be stored separately for 56 days for the purposes of the Seller's inspection, and the Seller shall be deemed to accept the claims if the Seller delays the said inspection. The Seller agrees to pay the Buyer the reasonable expenses for the disposition of the bales so as to restore the use value of the same.

13 费用标准

13 Rate

13.1 检验费用

13.1 Inspection Expense

13.1.1 重量检验费由卖方负担，每包 50 美分。如果检测回潮率，卖方还应承担 80 美分的样品费和每个样品 2 美元的水分测试费。

13.1.1 The Seller shall bear the weight inspection expense at the rate of USD 50 cents per bale. In terms of moisture regain inspection, the Seller shall bear the sampling expense not approved at the rate of USD 80 cents per sample and the moisture testing expense at the rate of USD\$2 per sample, in addition.

13.1.2 质量检验费由买方负担，每包 1 美元。如品级降级时，卖方应负担同样的费率。

13.1.2 The Buyer shall bear the quality inspection expense at the rate of USD1 per bale. In the event of inferior grade, the same rate shall apply to the Seller.

13.2 病虫害熏蒸费用

13.2 Expense for Insects Fumigation

卖方所交之棉花，不得带有国家检疫对象的病虫害。如棉花来自中国政府规定必须做熏蒸的国家或地区，则货到港后 CIQ 根据国家检疫规定作熏蒸处理时，其因熏蒸而产生的各项费用，均由卖方负担。

The cotton delivered by the Seller shall not contain any damage by disease or insect subject to national quarantine. When the CIQ conducts the fumigation in accordance with the national quarantine provisions after the cotton is delivered to pier, the various expenses arising from the fumigation shall be borne by the Seller.

14 合同的终止

14 Termination of the Contract

除非另有规定, 本合同在下述任一种情况下终止:

Unless otherwise provided herein, the Contract may be terminated in any of the following events:

A 通过双方共同书面协议; 或

A The Parties hereto reach an agreement in writing; or

B 如果另一方完全因其责任在合同规定的时间内未履行其义务, 程度严重, 并且在收到未违约方的书面通知后 30 天内未能消除违约影响或采取补救措施, 在此种情况下, 非违约方有权给另一方书面通知来终止合同。

B In the event a Party fails to perform its obligations to a material or substantial extent within any of the shipping periods provided by the Contract due to the reasons fully attributable to such Party and where such Party fails to eliminate the breach or take any remedial measures within 30 days after the receipt of the written notice from the non-breaching Party, the non-breaching Party shall be entitled to close out the Contract and subsequent thereto provide a written notice to the other Party.

合同终止不影响终止合同方的任何权利, 包括但不限于因合同终止而要求损害赔偿的权利。

The termination of the Contract shall not affect any right of the Party taking such action, including, but not limited to, the right of claiming compensation for losses incurred in the termination of the Contract.

15 本合同对任何贸易术语(如 CIF、FOB、CFR)的援引都视为是对 2000 年国际商会贸易术语解释通则(INCOTERMS)的相关术语的援引。

15 Any quotation of trade terms (such as CIF, FOB and CFR) shall be deemed as the quotation of the relevant term under the 2000 International Rules for the Interpretation of Trade Terms (INCOTERMS).

16 本合同应适用《联合国国际货物销售合同公约》(CISG, 即 1980 维也纳公约, the 1980 Vienna Convention on Contracts for the International Sale of Goods)。

16 This Contract is subject to the *United Nations Convention on Contracts for the International Sale of Goods* (“CISG”, namely 1980 Vienna Convention - the 1980 Vienna Convention on Contracts for the International Sale of Goods).

17 不可抗力

17 Force Majeure

合同当事人因战争及严重的水灾、地震、禁运、罢工、兵变、暴乱或其他该方当事人无法控制, 并在签订本合同时不能合理预见、不可避免或无法克服的事件造成其无法履行或迟延履行全部或部分合同义务, 则该合同一方当事人应免责。但是, 因不可抗力而影响其履约的合同一方应尽快通知另一方事件的发生, 并应在事件发生后不迟于 14 天内向另一方发送

由事件发生地有关政府、行业协会或当地商会出具的关于发生不可抗力事件的证明或文件。在中国，出具证明的机构为中国国际贸易促进委员会。

If either Party to the Contract is unable to perform or delays the performance of the obligations of the Contract, partially or entirely, due to reasons of war, serious fire, earthquake, embargo, strike, mutiny, riot or any other event that the parties are unable to control and is reasonably unforeseeable, unavoidable and unconquered at the time of signing the Contract, such Party hereto shall not be liable. However, the Party of which the performance is affected by the force majeure event shall notify the other Party at the time of the occurrence of the said event and shall provide evidence of such event in the form of a certificate or document issued by relevant local governmental agencies, or local trade union where the force majeure event occurs for the other Party no later than 14 days after the occurrence of the said event. In China, the institute that issues such certificate shall be the China Council for the Promotion of International Trade.

如果不可抗力事件持续超过 [6 0] 天，合同双方可协商合同的履行或终止。如果不可抗力事件发生后 [9 0] 天内双方不能达成协议，则任何一方有权终止合同。如果合同如此终止，则任一方应自行承担各自的费用，且不能对与终止合同有关的损失要求赔偿。

If a force majeure event lasts more than [60] days, the Parties hereto may negotiate whether to perform or terminate the Contract. If both Parties fail to reach an agreement within [90] days after the force majeure occurs, either Party may terminate the Contract. If the Contract is terminated, either Party shall bear the expenses on its own and shall not claim any compensations arising from the termination of the Contract against the other Party.

18 仲裁:如果双方选择由中国国际经济贸易仲裁委员会仲裁，则按照申请仲裁时该会现行有效的仲裁规则进行仲裁。

18 Arbitration: If the parties select CIETAC arbitration, the arbitration shall be conducted in accordance with the arbitration rules effective as of the time of application.

19 适用语言: 本条款的中英文版本具有同等效力。

19 Applicable language: This contract is written in Chinese and English. The Chinese version and English version have equivalent legal effect.