**Purchase Agreement**

**采购合同**

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**Buyer:**

买方：

**Seller :**

卖方：

**Agreement Signed Date:**

签约日期：

**Purchase Agreement**

采购合同

This Deed of Agreement is made and executed on 英文日期

此协议由下列双方于 年 月 日签订

买方名, hereinafter called the “Buyer”

买方名，以下简称买方。

AND

卖方名(the**“selle**r”).

卖方名以下简称卖方。

Now both of the above mentioned parties are signing this Deed of Agreement considering the below mentioned points, terms and conditions.

双方根据下列条款、条件签订此协议：

**1.供货明细 Supply Description**

**1.1 实际的供货明细表**

**1.2** During the duration of the agreement, the unit price is fixed; if the seller raises unit price, buyer has the right to terminate the agreement.

合同有效期内，单价保持不变。若合同执行期间，卖方上调价格，买方有权终止协议。

**2. Quantity 数量**

The quantity mentioned above just for reference, the quantity shall be determined by the actual quantity.

订单数量是参考数量，以双方实际验收数量为准。

**3.Check and acceptance 验收**

Buyer will do check and acceptance work after Buyer receiving the goods (must be same quality as the sample provided by Seller), If any quality issues, the Seller must withdraw the unqualified goods by their own cost, and compensate related cost to Buyer. Buyer will not bear any responsibility or cost.

买方收到货物应先进行检测（符合供货商提供的样品），合格后方可使用，如发现质量问题，卖方应将不合格的产品运回，并承担由此给买方造成的任何损失，买方不承担任何责任和费用。

**4.Liability for Breach of Agreement 违约责任**

4.1 The Parties hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Agreement amicably.

双方应和平解决该合同下产生的所有争议和分歧。

4.2 In the event of the Parties failing to resolve any dispute amicably the same shall be submitted to international Court of Arbitration of ICC for Arbitration in accordance with the Rules of Conciliation and Arbitration of International Chamber of Commerce.

如果双方未友好解决争议，该争议应根据国际商会调停和仲裁规定，诉诸国际商会仲裁法院仲裁。

4.3 The place of arbitration shall be in China and language of the arbitration shall be Chinese and English and Chinese shall be prevailing.

仲裁地位于中国，所用语言为中、英语，以中文为准。

**5.Force Majeure 不可抗力**

5.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is delayed or prevented by Force Majeure.  
因下列不可抗力影响或延误双方履行其职责时，都不能认为是任何一方的违约行为。

5.2 For the purpose of this provision “Force Majeure” means the effective occurrence of any act or event which is unforeseeable, Insurmountable and outside of the affected Party’s control and which renders the said Party unable to comply totally or partially with its obligations under this Agreement, provided that the foregoing criteria shall be met altogether. Force Majeure shall include acts of God (such as epidemic, tidal wave, lightening, earthquake, hurricane), hostilities, or acts of war (whether declared or not), riots (other than among employees of Seller or Buyer）, civil or military disturbances, national, regional or professional strikes (excluding strikes, lock-outs and other industrial disputes or actions by, between or originated among employees of Buyer or Seller ). Force Majeure also includes Road congestion, political unrest and Govt. Holidays. Force Majeure shall not include events such as insolvency of any Party.

此条款中所述“不可抗力”意指任何不可预见、无法克服并且超出相关方控制的行动或事件，导致上述相关方无法按照所要求的标准履行此协议下的部分或全部职责。不可抗力应包括天灾（比如瘟疫、潮流、闪电、地震、飓风）、敌对行为、或战争（不管是否宣战）、暴乱（买方或卖方雇员发生暴乱除外）、内政或军事动荡、国家、地区或职业罢工（买方或卖方雇员发起的罢工、停工及其相互之间产生的工业纠纷或发起的行动除外）。不可抗力还包括交通拥挤、政局动荡和法定假期；但不包括像任何一方的破产事件。

5.3 Either party shall have the right, by giving notice to the other, to suspend performance of its obligations in whole or in part forthwith upon, and to the extent necessitated by, the occurrence of Force Majeure and the time for completion of the Services shall be extended commensurate with any such delay.  
根据不可抗力的程度，任何一方都有权及时通知另一方，推迟其全部或部分上述义务；同时相应延长义务履行时间。

5.4 The Party claiming Force Majeure shall give the other Party notice thereof as soon as practicable. Such notice shall include a description and authentication of the event or circumstances of Force Majeure, the portion (where applicable) of the Agreement affected and an estimate of anticipated delay.   
提出不可抗力的一方应及时通知另一方。此通知应包括事件描述及其鉴定或其发生环境，协议受影响部分和估计的预期推迟时间。

5.5 Upon the occurrence of any circumstances of Force Majeure, the Seller shall endeavor to continue to perform his obligations under the Agreement so far as reasonably practicable. The Seller shall notify Buyer of the steps they propose to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Seller shall not take any such steps unless directed so to do by Buyer and an adjustment to the Time Schedule shall be made accordingly.  
一旦发生上述任何一种不可抗力，只要情况许可，卖方都应尽可能持续履行该协议义务。卖方应通知买方其计划采取的措施，包括不受不可抗力影响的其它履约方式。只有获得买方同意后，卖方才能采取上述措施；同时对时间计划做相应调整。

**6.Termination 终止**

6.1 If the Seller, in the judgment of the Seller has engaged in corrupt, fraudulent, collusive or coercive practices, in completing for or in executing the agreement, VENDEE may have the right to terminate the agreement by giving a prior written notice to the Seller.

根据买方判断，在协议履行中如果卖方涉及贪污、欺诈、共谋或强迫行为；买方可以通过书面提前通知卖方，终止该协议。

6.2 The Buyer reserves the right, prior to 3 days, to terminate the agreement at any time by giving a written notice to the Seller. And the Seller shall indemnify the Seller against any liability or economic claims.

买方有权随时终止本协议，但买方应在终止协议前的3天内书面告知卖方，卖方不应追究买方的任何责任或经济索赔。

**7.Matters not Covered in the Agreement 未尽事宜**

**7.1** All pending issues shall be regulated by the supplemental agreements which need to be otherwise signed by both parties. The supplemental agreement shall have the same legal force.

本协议未尽事宜，双方可签订补充协议，补充协议与本协议具有同等法律效力。

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by the signature of their duly authorized representatives.   
兹证明双方共同签订了将要执行的该协议，并由双方法定授权代表人签字确认。

**IN WITNESS WHEREOF,** the duly authorized representatives of the parties here to have executed this AGREEMENT as of the day and year first written above.

**兹证明，双方授权代表人于上述年月日达成了该协议。**

Note: The Agreement shall be in quadruplicate, the Buyer keeps three and the Seller keeps one. This Agreement shall take effect from the date Agreement is signed by legal representatives of both Parties.

说明：本协议一式四份，买方执三份，卖方执一份双方签字后生效，有效期自买方下达工作单起有效。

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| **Buyer :**  **买方：**  **Legal or authorized Representative：**  **法定代表人或授权代表人：**  **（Signature签字）**  **Date日期：** | **Seller：**  **（Seal盖章）**  **Legal Representative ：（Signature签字）**  **Date 日期：** |