国际货物销售合同

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【行业类别】贸易销售行业　　【字数区间】25152

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国际货物销售合同

第一部分　特别条款

Part I　SPECIFIC CONDITIONS

该特别条款不限制当事人双方作出另外的约定。

These Specific Conditions does not prevent the parties from agreeing other terms or further details in box I-16 or in one or more annexes.

卖　　方:	买　　方:
SELLER:________________	BUYER: ______________________
地址（Address）: ___________	地址（Address）: ___________________
电话（　）: _____________	电话（　）: ___________________
传真（Fax）: _____________	传真（Fax）: ___________________
电邮（　　）:____________	电邮（　　）: ___________________
联　系　人:	联　系　人:
CONTACT　　: _________	CONTACT　　:_______________
地址（Address）: ___________	地址（Address）: ___________________
电话（　）: _____________	电话（　）: ___________________
传真（Fax）:_____________	传真（Fax）:___________________
电邮（　　）: ____________	电邮（　　）: ___________________

本销售合同由第一部分的特别条款（相应的栏目中应填写了内容）和第二部分的一般条款组成，并受该两部分的约束。

The present contract of sale will be　erned by these Specific Conditions (to the extent that the relevant boxes have been completed) and by the General Conditions of Sale　which constitute part II of this　　.

I-1　销售的货物

I-1　Goods sold

____

____

货物的品名及规格

description of the goods

若空白处不够填写，可使用附件。

an annex may be used If there is insufficient space.

I-2　合同价款（第4条）

I-2　CONTRACT PRICE (ART. 4)

货　币：

Currency:

用数字表述的金额：　　　　　　用文字表述的金额：

amount in numbers:______ ____________________　　　　amount in letters:_______________

I-3　交货贸易术语

I-3　DELIVERY TERMS

推荐的贸易术语（依照《2000年国际贸易术语解释通则》）

Recommended terms (according to Incoterms 2000):

______ EXW 工厂交货（Ex Works）　　　指定地点（named　ce）:______

______ FCA 货交承运人（__　Carrier） 指定地点（named　ce）:______

______ CPT 运费付至（Carriage Paid To ）指定目的地（named　ce of destination）:_____

______ CIP 运费、保险费付至　　　指定目的地:________________________

（Carriage and Insurance Paid To）named　ce of destination:______

______ DAF 边境交货（Delivered At Frontier）指定地点（ named　ce）:____

______ DDU 未完税交货　　　指定目的地:______________________

（Delivered Duty Unpaid）　named　ce of destination:　____

______ DDP 完税后交货　　　指定目的地: ______________________

（Delivered Duty Paid）　named　ce of destination: ____

其它贸易术语（依照《2000年国际贸易术语解释通则》）

Other terms (according to Incoterms 2000)

______ FAS 船边交货　　　指定装运港：______________________

（　Alongside Ship）　named port of shipment: ____

______ FOB 船上交货　　　指定装运港：______________________

（　On Board） named port of shipment: ____

______ CFR 成本加运费　　　指定目的港：______________________

（Cost and Freight）　　named port of destination:____

______ CIF 成本、运费加保险费　　　指定目的港：__________________

（Cost Insurance and Freight ）named port of destination:____

______ DES 目的港船上交货　　　指定目的港：____________________

（Delivered Ex Ship）　　named port of destination:____

______ DEQ 目的港码头交货　　　指定目的港：______________________

（Delivered Ex Quay）　　named port of destination:____

其它交货贸易术语：

Other delivery terms：

承运人（当需要时）

CARRIER (where applicable)

地址（Address）: ___________

电话（　）: _____________

传真（Fax）: _____________

电邮（　　）: _____________

联系人：

CONTACT PERSON: _________

地址（Address）: ___________

电话（Tel）: _____________

传真（Fax）: _____________

电邮（E-mail）: _____________

I-4 交货时间

I-4 TIME OF DELIVERY

（在此处注明卖方依照相应的贸易术语中第A4款的规定必须履行交付货物义务的日期或期限）

Indicate here the date or period (e.g. week or month) at which or within which the Seller must perform his delivery obligations according to clause A.4 of the respective Incoterm.

____

____

I-5 买方对货物的检验（第3条）

I-5 INSPECTION OF THE GOODS BY BUYER (ART. 3)

装运之前（Before shipment）____天（date）检验地（place of inspection）: __________________ 其它（Other）: ________________

I-6 货物所有权的保留（第7条）

I-6 retention of title (ART. 7)

____ 是（YES）

____ 否（NO）

I-7 付款条件（第5条）

I-7 PAYMENT CONDITIONS (ART. 5)

往来帐户付款（第5.1条）

___ Payment on open account (art. 5.1)

付款时间（如与第5.1条的规定不同）〔Time for payment (if different from art. 5.1)： 开出发票之日起____天。 其它: _____________days from date of invoice. Other: _______开立需要即期担保或备用信用证保证的帐户（第5.5条） __ Open account backed by demand guarantee or standby letter of credit (art. 5.5)

预先付款（第5.2条）

___ Payment in advance (art. 5.2)

日期（如与第5.2条规定不同）： _________ 总价款_____ 合同价款的___%

Date (if different from art. 5.2): ____________ Total price ______% of the price

跟单托收（第5.5条）

___ Documentary Collection (art. 5.5)

___付款交单(D/P Documents against payment)_________

承兑交单(D/A Documents against acceptance)_______

不可撤销的跟单信用证（第5.3条）

___ Irrevocable documentary credit (art. 5.3)

___保兑（Confirmed） ___ 非保兑（Unconfirmed）

发出地（如适用时）〔Place of issue (if applicable)〕: _________

保兑地（如适用时）〔Place of confirmation (if applicable)〕: _________

款项的取得（Credit available）:

__ 即期付款（By payment at sight）

__ 延期付款（By deferred payment at）：___ 天（days）

__ 承兑汇票（By acceptance of drafts at）：___ 天（days）

__ 议付（By negotiation）

部分装运（Partial shipments）： __ 允许（Allowed） __不允许（Not allowed）

转运（Transhipment）：__ 允许（Allowed） __ 不允许（Not allowed）

必须向卖方通知跟单信用证的日期（如果与第5.3条不同）：

交货日前______天 其它：_______________

Date on which the documentary credit must be notified to seller (if different from art. 5.3)

________ days before date of delivery __ other: _____________

____ 其它（Other）：_______________

比如：采用支票、银行汇票、电子资金转让至卖方指定的银行帐户。 (e.g. cheque, bank draft, electronic funds transfer to designated bank account of seller)

I-8 单证

I-8 DOCUMENTS

（在此处注明卖方提供的单证。建议当事人对照其在特别条款第I-3款中选定的贸易术语。）

Indicate here documents to be provided by Seller. Parties are advised to check the Incoterm they have selected under I-3 of these Specific Conditions.

__ 装运单证（Transport documents）：注明要求提交的装运单证的类型（indicate type of transport document required ）_________

__ 商业发票（Commercial Invoice） __ 原产地证书（Certificate of origin）

__ 装箱单（Packing list） __ 检验证书（Certificate of inspection）

__ 保险单（Insurance document） __ 其它单证（Other）：____________

I-9 解除合同日期

I-9 CANCELLATION DATE

（当双方要修改第10.3条时， 才应填写）

to be completed only if the parties wish to modify article 10.3

不论何种原因（包括不可抗力），如果货物在____年___月___日之前不能交付，买方有权通知卖方立即解除合同。

If the goods are not delivered for any reason whatsoever (including force majeure) by (date) _______ the Buyer will be entitled to CANCEL THE CONTRACT IMMEDIATELY BY NOTIFICATION TO THE SELLER.

I-10 迟延交货责任（第10.1、10.4和11.3条）

I-10 LIABILITY FOR DELAY (art. 10.1, 10.4 AND 11.3)

（当双方当事人要修改第10.1、10.4和11.3条时， 才应填写）

to be completed only if the parties wish to modify art. 10.1, 10.4 or 11.3

迟延交付货物约定的损害赔偿金应为：迟延交付货物价款的______%/周，最高不超过迟延交付货物价款的______%。

Liquidated damages for delay in delivery shall be:

__ ____ % (of price of delayed goods) per week, with a maximum of ____ % (of price of delayed goods)

或者（or）：

__ ________ (注明具体金额)（specify amount）.

如果因迟延交货终止合同，卖方迟延交货应支付的赔偿金限制为未交付货物价款的_____%.

In case of termination for delay, Seller’s liability for damages for delay is limited to ____ % of the price of the non-delivered goods.

I-11　货物不符约定的责任限制（第11.5条）

I-11　limitation of liability for lack of conformity (art. 11.5)

（当双方当事人要修改第11.5条时，才应填写）

to be completed only if the parties wish to modify art. 11.5.

卖方由于交付不符约定的货物应承担的损害赔偿金应为：

应限于已证明的损失（包括导致的间接损失、利润损失等），不超出合同价款的______%;

Seller’s liability for damages arising from lack of conformity of the goods shall be:

___ limited to proven loss (including consequential loss, loss of profit, etc.) not exceeding ___ % of the contract price;

或者（or）:

___ 具体列举如下〔as follows (specify)〕:

____

I-12买方保留不符约定货物时的责任限制（第11.6条）

I-12　LIMITATION OF LIABILITY WHERE NON-CONFORMING GOODS ARE RETAINED BY THE BUYER (ART. 11.6)

（当双方当事人要修改第11.6条时，才应填写）

to be completed only if the parties wish to modify art. 11.6

保留约定不符的货物所作出的价格减让应不超过：这些货物价款的_____%.

The price abatement for retained non-conforming goods shall not exceed:

___ ___% of the price of such goods。

或者（or）:

___ ________ (列明具体的数额）(specify amount)

I-13　时间限制（第11.8条）

I-13　TIME-BAR (Art.11.8)

（当双方当事人要修改第11.8条时，才应填写）

to be completed only if the parties wish to modify art. 11.8.

由于交付的货物与合同约定不符，买方应自货物到达目的港之日起不迟于_____天内提出诉求（第11.8条列明的情况）。

Any action for non-conformity of the goods (as defined in article 11.8) must be taken by the Buyer not later than __________ from the date of arrival of the goods at destination.

I-14(a), I-14(b)　适用的法律（第1.2条）

I-14(a), I-14(b)　APPLICABLE LAW (Art.1.2)

（当双方当事人想适用某国法律而不适用《联合国国际货物销售合同公约》时，才应填写）

以下的做法不予推荐

to be completed only if the parties wish to submit the sale contract to a national law instead of CISG. The solution hereunder is not recommended：

（a）本销售合同适用______________（国名）国内法。

(a) This sales contract is governed by the domestic law of __________ (country)

（当双方当事人对于《联合国国际货物销售合同公约》没有规定的事项不想适用卖方所在国法律时，才应填写）

To be completed if the parties wish to choose a law other than that of the seller for questions not covered by CISG

（b）《联合国国际货物销售合同公约》没有规定的任何事项，应适用______________（国名）法律。

(b) Any questions not covered by CISG will be governed by the law of ____________ (country).

I-15 其它事项

I-15 OTHER

第二部分 一般条款

Part II general conditions

第一条 总则

Art. 1 GENERAL

1.1 这些一般条款与第一部分的特别条款一起适用于本国际货物销售合同，但也可以将这些一般条款加入其它任何的销售合同。当第二部分的一般条款独立于第一部分的特别条款使用时，第二部分对第一部分的任何援引应解释为对双方约定的对应的特别条款的援引。当这些一般条款与双方约定的任何特别条款相矛盾时，应以特别条款为准。

1.1 These General Conditions are intended to be applied together with the Specific Conditions (part I) of the International Sale Contract of Manufactured Goods, but they may also be incorporated on their own into any sale contract. Where these General Conditions (Part II) are used independently of the said Specific Conditions (Part I), any reference in Part II to Part I will be interpreted as a reference to any relevant specific conditions agreed by the parties. In case of contradiction between these General Conditions and any specific conditions agreed upon between the parties, the specific conditions shall prevail.

1.2 合同自身（即指这些一般条款和双方当事人约定的特别条款）的规定中未明示或默示处理的与本合同有关的任何事项应适用：

A．《联合国国际货物销售合同公约》（1980年维也纳公约，下称《销售公约》），和

B．在《销售公约》未对这些事项作出规定时，适用卖方营业所在地国法律。

1.2 Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be governed:

A. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and

B. to the extent that such questions are not covered by CISG, by reference to the law of the country where the Seller has his place of business.

1.3 援引的任何贸易术语（比如：EXW，FCA 等）应视为国际商会出版的《国际贸易术语解释通则》中对应的贸易术语。

1.3 Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce.

1.4 援引的国际商会的出版物应视为达成本合同时最新的版本。

1.4 Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of conclusion of the Contract.

1.5 除非达成书面协议或有书面证据证明，任何对本合同的修改均无效。但是，当另一方信赖该方所作

出的行为时，该方由于其作出的行为而不得主张该款规定。1.5 No modification of the Contract is valid unless agreed or evidenced in writing. However, a party may be precluded by his conduct from asserting this provision to the extent that the other party has relied on that conduct.

第2条 货物的特征

Art. 2 Characteristics of the goods

2.1 双方约定，与货物及其用途有关的任何资料，比如；包含在卖方的目录、说明书、函件、广告、图片和价目表中的重量、尺寸、容量、价格、颜色和其它数据不应作为生效的合同条款，除非在合同中明确作了约定。

2.1 It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract.

2.2 除非另有约定，买方不拥有购买的软件、制图等产品中的知识产权。卖方仍然是货物涉及的知识产权或工业产权的独占所有权人。

2.2 Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to him. The Seller also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.

第3条 货物装运前的检验

Art. 3 Inspection of the goods before shipment

如果双方约定买方有权在装运前对货物进行检验，卖方必须在装运前的合理时间内通知买方，货物在约定的地点已准备好进行检验。

If the parties have agreed that the Buyer is entitled to inspect the goods before shipment, the Seller must notify the Buyer within a reasonable time before the shipment that the goods are ready for inspection at the agreed place.

第4条 价格

Art. 4 Price

4.1 如果没有约定货物的价格，将适用达成合同时卖方最新列出的价格。若没有这样的最新列出的价格，将适用达成合同时这些货物的一般价格。

4.1 If no price has been agreed, the Seller's current list price at the time of the conclusion of the Contract shall apply. In the absence of such a current list price, the price generally charged for such goods at the time of the conclusion of the Contract shall apply.

4.2 除非另有书面约定，货物价格不包含增值税，没有必要调整价格。

4.2 Unless otherwise agreed in writing, the price does not include VAT, and is not subject to price adjustment.

4.3 第I-2款（合同价款）注明的价款包括卖方按照本合同的约定收取的任何费用。但是，如果卖方承担了依照本合同的约定应由买方承担的费用（比如：EXW或FCA术语中的运输费或保险费），那么这些款项不应视为已包含在第I-2款项下注明的价款中，买方应予偿还。

4.3 The price indicated under I-2 (contract price) includes any costs which are at the Seller's charge according to this Contract. However, should the Seller bear any costs which, according to this Contract, are for the Buyer's account (e.g. for transportation or insurance under EXW or FCA), such sums shall not be considered as having been included in the price under I-2 and shall be reimbursed by the Buyer.

第5条 支付条件

Art. 5 Payment conditions

5.1 除非另有书面约定或者双方之间此前交易另有默契，买方应通过往来帐户向卖方支付价款和其它应付的款项，支付时间是开出发票之日起30日。除非另有约定，到期应付的款项应可在结算时远程转帐至卖方在其所在国开立的帐户，当相应的应付款项作为可立即存取的资金为卖方银行收到时，应视为买方履行了其付款义务。

5.1 Unless otherwise agreed in writing, or implied from a prior course of dealing between the parties, payment of the price and of any other sums due by the Buyer to the Seller shall be on open account and time of payment shall be 30 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by teletransmission to the Seller's bank in the Seller's country for the account of the Seller and the Buyer shall be deemed to have performed his payment obligations when the respective sums due have been received by the Seller's bank in immediately available funds.

5.2 如双方约定预先付款，则无须作出进一步的表示，支付的预先付款应指全部的价款，除非另有约定。而且预先付款必须作为可立即存取的资金，在约定的交货日期或者约定的交货期限内最早的一天之前至少30日为卖方银行收到。如果双方约定仅预先支付部分合同价款，剩余价款的支付条件将按照本条款中规定的规则确定。

5.2 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by the Seller's bank in immediately available funds at least 30 days before the agreed date of delivery or the earliest date within the agreed delivery period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article.

5.3 如果双方约定通过跟单信用证付款，除非另有约定，买方必须按照国际商会出版的《跟单信用证统一惯例》的规定安排一家著名的银行开出一张以卖方为受益人的跟单信用证，并且在约定交货日之前至少30日或者在约定的交货期限内最早一天前至少30日作出通知。除非另有约定，跟单信用证应为即期、允许部分装运和转运。

5.3 If the parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a documentary credit in favour of the Seller to be issued by a reputable bank, subject to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period. Unless otherwise agreed, the documentary credit shall be payable at sight and allow partial shipments and transhipments.

5.4 如果双方约定通过跟单托收付款，那么，除非另有约定，单证应在付款时交付（付款交单），单证的交付无论如何应受国际商会出版的《托收统一规则》支配。

5.4 If the parties have agreed on payment by documentary collection, then, unless otherwise agreed, documents will be tendered against payment (D/P) and the tender will in any case be subject to the Uniform Rules for Collections published by the International Chamber of Commerce.

5.5 在双方约定付款需要银行担保支持的情况下，在约定的交货日之前至少30日或者在约定的交货期限内最早日期之前至少30日，买方应按照国际商会出版的《即期担保统一规则》的规定提供一份即期银行担保，或者按照该规则或国际商会出版的《跟单信用证统一惯例》的规定提供一份备用信用证，在两种情况下，均应由一家著名的银行开出。

5.5 To the extent that the parties have agreed that payment is to be backed by a bank guarantee, the Buyer is to provide, at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period, a first demand bank guarantee subject to the Uniform Rules for Demand Guarantees publish ed by the International Chamber of Commerce, or a standby letter of credit subject either to such Rules or to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, in either case issued by a reputable bank.

第6条 迟延付款时的利息

Art. 6　Interest in case of delayed payment

6.1 如果一方未支付到期款项，另一方有权从该款项到期应支付之日起对该笔款项计算利息。

6.1　If a party does not pay a sum of money when it falls due the other party is entitled to interest upon that sum from the time when payment is due to the time of payment.

6.2 除非另有约定，利率应高于付款货币在付款地适用于一般借款人的平均的银行短期贷款利率的2％，或者若在付款地没有这种利率时，适用付款货币国的相同的利率。如果在这两个地方均不存在该种利率，利率应是依照付款货币国法律确定的适当的利率。

6.2　Unless otherwise agreed, the rate of interest shall be 2% above the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place of payment, or where no such rate exists at that place, then the same rate in the State of the currency of payment. In the absence of such a rate at either place the rate of interest shall be the appropriate rate fixed by the law of the State of the currency of payment.

第7条 货物所有权的保留

Art. 7　Retention of title

如果双方对于货物所有权的保留作了有效的约定，卖方对货物保留所有权直到价款支付完毕为止，或者依另外的约定。

If the parties have validly agreed on retention of title, the goods shall remain the property of the Seller until the complete payment of the price, or as otherwise agreed.

第8条 合同的交货贸易术语

Art. 8　Contractual term of delivery

除非另有约定，应采用“工厂交货”（EXW）方式交货。

Unless otherwise agreed, delivery shall be "Ex Works" (EXW).

第9条 单证

Art. 9　Documents

除非另有约定，卖方必须提供适用的国际贸易术语中要求的单证（如有的话），或者如果没有适用的国际贸易术语，则按照先前交易过程确定。Unless otherwise agreed, the Seller must provide the documents (if any) indicated in the applicable Incoterm or, if no Incoterm is applicable, according to any previous course of dealing.

第10条 迟延交货、不交货及其补偿

Art. 10　Late-delivery, non-delivery and remedies therefor

10.1 当迟延交付货物时，若买方将延迟的情形通知了卖方，则每延迟一个完整周，买方有权索要迟延交付货物价款0.5%或约定的其它比例的约定的赔偿金。如果买方从约定的交货日起15日内向卖方发出这样的通知，损害赔偿金从约定的交货日起或在约定的交货期限内的最后一日起算。如果买方从约定的交货之日起15日内向卖方发出这样的通知，损害赔偿金从通知之日起算。约定的迟延赔偿金不得超过迟延交付的货物价款的5%或约定的其它补偿金的最高数额。

10.1 When there is delay in delivery of any goods, the Buyer is entitled to claim liquidated damages equal to 0.5% or such other percentage as may be agreed of the price of those goods for each complete week of delay, provided the Buyer notifies the Seller of the delay. Where the Buyer so notifies the Seller within 15 days from the agreed date of delivery, damages will run from the agreed date of delivery or from the last day within the agreed period of delivery. Where the Buyer so notifies the Seller after 15 days of the agreed date of delivery, damages will run from the date of the notice. Liquidated damages for delay shall not exceed 5% of the price of the delayed goods or such other maximum amount as may be agreed.

10.2 如果双方当事人在第I 9条中就合同解除日期达成一致，基于货物由于任何原因（包括不可抗力事件）未能在解除合同日期前交付，买方有权通知卖方解除合同。

10.2 If the parties have agreed upon a cancellation date in Box I-9, the Buyer may terminate the Contract by notification to the Seller as regards goods which have not been delivered by such cancellation date for any reason whatsoever (including a force majeure event).

10.3 当第10.2条不适用，并且卖方在买方依照第10.1条的规定有权获得最高数额的约定赔偿金日为止仍未能交付货物时，如果货物未在卖方收到该通知之日起5日内交付给买方，买方基于这些货物的原因有权书面通知卖方解除合同。

10.3 When article 10.2 does not apply and the Seller has not delivered the goods by the date on which the Buyer has become entitled to the maximum amount of liquidated damages under article 10.1, the Buyer may give notice in writing to terminate the Contract as regards such goods, if they have not been delivered to the Buyer within 5 days of receipt of such notice by the Seller.

10.4 如果合同依照第10.2条或第10.3条解除，那么除了依照第10.1条已付或应付的款项外，买方有权索要不超过未交付货物价款10%的其它损失的赔偿金。

10.4 In case of termination of the Contract under article 10.2 or 10.3 then in addition to any amount paid or payable under article 10.1, the Buyer is entitled to claim damages for any additional loss not exceeding 10% of the price of the non-delivered goods.

10.5 本条款项下的补偿不包括迟延交货或不交货时的其它补偿。

10.5 The remedies under this article are exclusive of any other remedy for delay in delivery or non-delivery.

第11条 货物不符约定

Art. 11 Non-conformity of the goods

11.1 买方应在货物到达目的港之后尽快检验货物，并应在买方发现或应该发现货物不符之日起15日内，将货物不符约定的情况书面通知卖方。无论如何买方将无权因货物不符约定要求补偿，如果买方未能在货物到达约定目的港之日起12个月内将货物不符约定的情况书面通知卖方。

11.1 The Buyer shall examine the goods as soon as possible after their arrival at destination and shall notify the Seller in writing of any lack of conformity of the goods within 15 days from the date when the Buyer discovers or ought to have discovered the lack of conformity. In any case the Buyer shall have no remedy for lack of conformity if he fails to notify the Seller thereof within 12 months from the date of arrival of the goods at the agreed destination.

11.2尽管在特定的贸易或双方之间交易当中存在一些常见的细微差异，货物仍将视为与合同相符，但买方有权获得因这些细微差异在这种贸易或交易当中通常的价款减让。

11.2 Goods will be deemed to conform to the Contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties but the Buyer will be entitled to any abatement of the price usual in the trade or through course of dealing for such discrepancies.

11.3 当货物与合同约定不符时（并且买方依照第11.1条的规定已发出了货物不符约定的通知，而买方未在通知中选择保留货物的情况下），卖方有权选择：

（a）用符合合同约定的货物替换不符的货物，而买方无须支付额外的费用，或者

（b）修复不符约定的货物，而买方无须支付额外的费用，或者

（c）向买方偿还不符约定货物的已付价款，并由于货物不符合同约定而终止合同。

在依照第11.1条规定发出货物不符通知和依照上述第11.3(a)的规定提供替代货物或依照第11.3(b)的规定修复货物的日期之间，每过一个完整周，买方有权依照第10.1条的规定获得约定的赔偿金。这些赔偿金应与第10.1条项下应付的赔偿金（如有的话）累计，但无论如何不得超过这些货物价款总额的5％。

11.3 Where goods are non-conforming (and provided the Buyer, having given notice of the lack of conformity in compliance with article 11.1, does not elect in the notice to retain them), the Seller shall at his option:

(a) replace the goods with conforming goods, without any additional expense to the Buyer, or

(b) repair the goods, without any additional expense to the Buyer, or

(c) reimburse to the Buyer the price paid for the non-conforming goods and thereby terminate the Contract as regards those goods.

The Buyer will be entitled to liquidated damages as quantified under article 10.1 for each complete week of delay between the date of notification of the non-conformity according to article 11.1 and the supply of substitute goods under article 11.3(a) or repair under article 11.3(b) above. Such damages may be accumulated with damages (if any) payable under article 10.1, but can in no case exceed in the aggregate 5% of the price of those goods.

11.4 如果卖方在买方依照第11.3条的规定有权获得最高额约定的赔偿金之日为止，未能依照第11.3条的规定履行义务，买方基于货物与合同不符，有权书面通知卖方解除合同，除非卖方在收到该通知之日起5日内提供了替代货物或修复了货物。

11.4 If the Seller has failed to perform his duties under article 11.3 by the date on which the Buyer becomes entitled to the maximum amount of liquidated damages according to that article, the Buyer may give notice in writing to terminate the Contract as regards the non-conforming goods unless the supply of replacement goods or the repair is effected within 5 days of receipt of such notice by the Seller.

11.5 当合同依照第11.3（c）条或第11.4条的规定终止时，除了依照第11.3条支付的或应付的退款和迟延损害赔偿金外，买方有权获得不超过不符约定货物价款10％的附加损失的损害赔偿金。

11.5 Where the Contract is terminated under article 11.3(c) or article 11.4, then in addition to any amount paid or payable under article 11.3 as reimbursement of the price and damages for any delay, the Buyer is entitled to damages for any additional loss not exceeding 10% of the price of the non-conforming goods.

11.6 买方选择保留不符约定的货物的，买方有权获得相当于若货物与合同相符时在约定目的地的货物价格与实际交付时在同一地的价格之间的差价。这些差价不应超过不符约定货物价款的15％。

11.6 Where the Buyer elects to retain non-conforming goods, he shall be entitled to a sum equal to the difference between the value of the goods at the agreed place of destination if they had conformed with the Contract and their value at the same place as delivered, such sum not to exceed 15% of the price of those goods.

11.7 除非另有书面约定，第11条中约定的补偿不包括任何因货物不符约定的其它救济。

11.7 Unless otherwise agreed in writing, the remedies under this article 11 are exclusive of any other remedy for non-conformity.

11.8 除非另有书面约定，在货物到达之日起两年之后，买方不得向法院或仲裁机构提出货物不符约定的诉求。双方明确约定，在该两年期限届满之后，卖方以不履行合同为由向买方提出诉求时，买方不得在答辩中主张货物不符约定，或据此提出反请求。

11.8 Unless otherwise agreed in writing, no action for lack of conformity can be taken by the Buyer, whether before judicial or arbitral tribunals, after 2 years from the date of arrival of the goods. It is expressly agreed that after the expiry of such term, the Buyer will not plead non-conformity of the goods, or make a counter-claim thereon, in defence to any action taken by the Seller against the Buyer for non-performance of this Contract.

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