

**Contract / Internationaler Warenkaufvertrag
- Aussenhandelsfassung / China / Englische Version**

(Achtung: Dieser Vertrag war Gegenstand eines Schiedsgerichtsverfahrens, das im Ergebnis für den deutschen Verkäufer überwiegend positiv verlief, obwohl der von ihm relativ gutgläubig akzeptierte Mustervertrag erhebliche Risiken begründete.)

The Buyers:

The Sellers:

This Contract is made by and between the Buyers and the 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:

1. Commodity, Specifications, Quantity and unit Price:

2. Total Value: DM 1,275,000.00 CIF Qingdao

3. Country of Origin and Manufactures: Germany

4. Packing:

5. Shipping Mark: N / M

6. Time of Shipment:

7. Port of Shipment: Germany Mainport

8. Port of Destination: Qingdao, China

9. Insurance: To be covered by the Sellers after shipment

10. Payment: for / by

11. Documents:

12. Terms of Shipment:

13. Shipping Advice:

14. Technical Documents:

15. Guarantee of Quality:

16. Inspection:

- (1) The manufactures shall before making delivery, make a precise and comprehensive inspection of the goods as regards the quality, specification, performance, and quantity/weight, and issued certificates certifying that the goods are in conformity with the stipulations of this Contract. The certificate shall form an integral part of the documents to be presented to the paying bank for negotiation of payment but shall not be considered as final in respect of quality, specification, performance and quantity/weight. Particulars and results of the test carried out by the manufacturers, must be shown in a statement which has to be attached to the Quality Certificates.
- (2) After arrival of the goods at the port of destination, the Buyers shall apply to the China Commodity Inspection Bureau (hereinafter called the Bureau) for a preliminary inspection in respect of the quality, specifications and quantity/weight of the goods and a Survey Report shall be issued therefore. If any discrepancies are found by the Bureau regarding specifications or the quantity or the goods at the port of destination, have the right to reject the goods or to claim against the Sellers.
- (3) Should the quality and specifications of the goods be not in conformity with the contract, or should the goods prove defective within the guarantee period stipulated in Clause 15 for any reason, including latent defect or the use of unsuitable materials, the Buyers shall arrange for a survey to be carried out by the Bureau, and have the right to claim against the Sellers on the strength of the Survey Report.

17. Claims:**18. Force Majeure:**

The Sellers shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The Sellers shall advise the Buyers immediately of the occurrence mentioned above and within fourteen days thereafter, the Sellers shall send by airmail to the Buyers for their acceptance a certificate of the accident issued by the competent Government Authorities 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 ten weeks the Buyers shall have the right to cancel the Contract.

19. Late Delivery and Penalty:**20. Arbitration:**

All disputes in connection with this Contract or the execution thereof shall be amicably settled through negotiation. In case no settlement can be reached between the two parties, the case under dispute shall be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade of arbitration. The arbitration shall take place in Beijing, China and shall be executed in accordance with the Provisional Rules of Procedure of the

said Commission and the decision made by the Arbitration Commission shall be accepted as final and binding upon both parties. The fees for arbitration shall be borne by the losing Party unless otherwise awarded.

Kommentar: Die letzte Klausel erscheint wie viele Standard-Klauseln nicht ungewöhnlich oder auffällig nachteilig. Tatsächlich birgt sie erhebliche Risiken. Sie sollte so niemals verwandt werden.

21. Supplementary Condition:

This contract is made in two original copies, one copy to be held by each party in witness thereof.

The Buyers

The Sellers

Die Verwendung von Vertragsmustern kann als Arbeitshilfe sinnvoll, als abschließende Lösung einer konkreten Vertragsfrage jedoch höchst gefährlich sein. Eine kompetente fachliche Beratung durch einen in der Praxis erfahrenen Berater ersetzt sie nicht.

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Bestellung

TrempeL & Associates (Corporate Solutions) Ltd.

China Business Forum
c/o Chinaproject.de
Spichernstr. 15
10777 Berlin

via Fax: 030- 218 54 32

Hiermit bestellen wir rechtsverbindlich den ausführlichen Vertragsmusterentwurf gegen die Entrichtung der Schutzgebühr von derzeit 120,00 € + 19% USt. 22,80 € = 142,80 € für beide Fassungen.

(Deutsche Fassung:)

(Chinesische Fassung:)

- zutreffendes bitte ankreuzen.

Die Mustervertragsentwürfe werden in Word.DOC zur Verfügung gestellt.

Uns ist bekannt, dass es sich bei dem Entwurf nur um eine Arbeitshilfe handelt, die eine besondere Überprüfung der Tauglichkeit im konkreten Anwendungsfall nicht ersetzt.

Absender:

Name/Firma/Company: _____

Ansprechpartner: _____

Abteilung: _____

Straße/Street: _____

PLZ/Stadt/post code/city: _____

Tel.: _____

Fax: _____

Email: _____

Homepage: _____

Anzahl der Exemplare: _____

Unterschrift/Signature: _____

EBERHARD J. TREMPERL

特兰勃律师税务师联合事务所

Spichernstr.15 - D- 10777 Berlin – GERMANY - (德国柏林市)

电话: (0049-30) 21 24 86-0 - 传真: (0049-30) 218 54 32

电子邮件: info@trempeL.de / 网页: www.trempeL.de