# 合同包装条款英文范文大全通用14篇

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*合同包装条款英文范文大全 第一篇合作协议书Cooperation Agreement合同编号：Contract No.:签订地点：西安Signing place of contract: Xi’an甲、乙双方本着互利互惠，诚实守信，优势互补...*

**合同包装条款英文范文大全 第一篇**

合作协议书

Cooperation Agreement

合同编号：

Contract No.:签订地点：西安

Signing place of contract: Xi’an

甲、乙双方本着互利互惠，诚实守信，优势互补的原则，经过友好协商，就甲方对于乙方生产太阳能电池组件中介合作事宜，达成如下协议：

Party A and Party B agree to sign the cooperation contract on producing of solar panels, and that Party A introduces buyers for Party B, for mutual benefits in conditions as follows：

1.合作内容

Cooperative Content

根据甲乙双方协商，达成以下合作内容：

To conclude the below contents of cooperation according to negotiations between two parties:

（1） 甲方介绍、协助和促成乙方与 签订生产 买卖合同；价格为,总价格为。

Party A authorizes Party B to produce for .The unit price

is, in sum .

（2） 甲方应认真与其推荐的客户进行联络，介绍并推广乙方的产品，并为乙方与客户的沟通、谈判、商务运作等相关商务活动提供商业咨询服务，最终促成乙方与采购商签订买卖合同；

On behalf of Party B, Party A is responsible to contact with, introduce Party B\'s products to and operate related business activities with, promote signing contract between party B and.

（3） 如果在采购合同执行过程中，由于甲方客户方面的不当，发生问题，在乙方的要求下，甲方有义务进行协调解决执行合同的问题；并要求甲方

客户按采购合同及本合同条款执行。由于乙方的原因没有执行好合同条款的情况下，那么甲方有权要求乙方按采购合同及本合同条款执行。

In the process of execution purchase contract, when has

undeserved problems, party A has duty to coordinate solving problems. When party B do not perform under the terms of contract well , Party A has right to require Party B executing terms of purchase contract.

2.双方的责任、权利和义务

Responsibilities, Rights and Obligations

（1）甲方的责任、权利和义务

Party A\'s responsibility, rights and obligations:

A. 甲方负责与其推荐的客户进行联络、介绍并推广乙方的产品，并协助乙方对客户的沟通、谈判、商务运作等相关商务活动，最终能达成乙方与

采购商签订买卖合同；

On behalf of Party B, Party A is responsible to contact with , introduce Party B\'s products toand operate related business activities with ,promote signing contract between party B and .

B. 如果在乙方签订的买卖合同执行过程中，由于甲方客户方面的原因而产生的问题，在乙方的要求下，甲方有义务进行协调解决执行合同的问题；

由于乙方的原因而产生的问题，在甲方客户的要求下，甲方有义务进行

协调解决执行合同的问题；

In the process of execution purchase contract, when has undeserved problems, party A has duty to coordinate solving problems. When party B do not perform under the terms of contract well, Party A has right to require Party B executing terms of purchase contract.

C. 乙方与客户的买卖合同签订后，按照其合同约定履行。任何一方出现违约行为，甲方应予以积极协调解决，但甲方不承担对任何一方的任何担

保责任或其他法律责任，甲方有明确承诺的除外。

After signing purchase contract, no matter party B or broken, Party A will coordinate solving problems. Except commitment, Party

A will not have warranty and other legal responsibility for any one side.

（2）乙方的责任、权利和义务

Party B\'s responsibilities, rights and obligations:

乙方应保证生产太阳能电池组件的质量和功率数量，全部承担对于出现的产品质量和功率数量的责任；

Party B should guarantee and be whole responsibility to quality and quantity of solar panels.

3.费用与付款：

Commission

（1） 乙方提供甲方的咨询费，组件数量以乙方与签订的买卖合同为依据，以实际供货量为结算数量，共计。如果乙方供货量没有达到合

同约定数量，乙方有权要求重新商定咨询费用；

Party B pays Party A commission as , in sum, but the final commission amount will be subject to the actual quantity based on the sales contract. If the party B have not provided according to the sales contract, then the party B have right to re-negotiate the consulting

（2） 在乙方收到客户合同内规定的货柜的全款额后，通知甲方，甲方开具正规商业发票，乙方收到发票后15个工作日内支付相应货柜的咨询费。 Part B must inform Part A when receiving sum contract amount of specific container goods from the customer, and Part A should make out the standard commercial invoice. Part B must pay for the entire consulting fee of corresponding container after receiving the invoice within 15 working days.

（3）若甲方未能促成 公司与乙方签署买卖合同，甲方无权要求乙方支付

咨询费或者任何费用。咨询费用以实际发货量为准。

If the Party A is unable to cause the signed contract between the Party

B and company, the Party A is not entitled to claim any

remuneration or fee.

（4）甲方指定银行账户信息如下：

Information of Party A designated bank account as below:

4.违约责任

Liability for Breach

如果一方不能按照本协议执行而给另一方造成了损失，受害方有权利要求对方给予相应的赔偿。

If any party is unable to perform this agreement and caused the loss of the other party, the victim has the right to ask for the corresponding compensation.

5.转让和保密

Assignment and confidentiality

（1）未经过对方同意不得将本协议规定的责任、义务向第三方转让；

Without the agreement of the other party, the responsibility and obligation of this cooperation agreement should not be transferred to third

party.

（2）合作项目的有关信息、各种资料文件和价格等，甲、乙双方应对第三方保密，不得以任何理由或方式泄密，因泄密造成的一切经济损失由泄密方负

**合同包装条款英文范文大全 第二篇**

Contract No.:XXX

Sales and Purchase ContractFOR

Manganese Ore

This contract is made and entered into onXX, Feb 20xx under terms and conditions as per the international chamber of commerce-600 (ICC UCP-600/20xx revision) by and between:

The Buyer:

Address:

Tel:

The Seller :

Address:

Tel:

Whereby seller agrees to sell to buyer and Buyer agrees to buy from seller Manganese Ore under following the terms and conditions stipulated below:

Article 1 Commodity

Concentrated manganese Ore

Article 2 Specifications

Concentrated Manganese Ore

Size: 0-5mm (90% min)

% Mn min.

% Fe max.

% Silica ( SiO2 ) max.

% Aluminum ( Al ) max.

% S max.

% P max.

Moisture max. 7%

Article 3 Quantity:

500 MT, partial shipment not allowed.

Article 4 Origin and Port of loading

Republic of ABC

Loading port:

Article 5 Packing/Delivery

In50 kg sack

Incontainer Shipment, more or less 20 tons.

Article 6 Shipment/Delivery

500MT(+/-5%)partial shipment not allowed

Shipment will be 90 days after signing of this contract and after the acceptance of the Letter of Credit by seller’s bank. L/C will be openedafter BuyerreceivingProforma Invoice from Sellerwith confirmation of the delivery schedule.

The Buyer has the right to appoint the independent surveyor or his representative to conduct the Pre-shipment Inspection and/or conduct the joint-inspection of the material with buyer for his own account.

Article 7 Contracted Price and Values

Price:Mn: 48% and above - Port, China

40% - - USD /%/DMTCFRCY Port, China

The Mn content will be average of the joint-inspection testing result at loading port.

Article 8 Payment

Payment shall be effected in full by an irrevocable Letter of Credit, which will be opened by 1stclass bank in Hong Kong or Singapore, 100% at sight upon presentation of shipping documents.

A. Seller’s Banking Details:

Bank Name :

Bank Address :

Account Name :

. CODE SWIFT :

B. Buyer’s bank issues L/C to the Seller\'s bank via . wire transfer.

Buyer’s Banking Details:

Bank Name : (will be advised)

Bank Address :

Account Name:

. Address SWIFT :

Article 10 Inspection of Analysis & Weight

The shipmentinspection and analysis shall be done byCCICappointed by the Seller and one independent surveyor (.: SGS or Geo-Chem, etc) appointed by the buyeras agreed by both parties at site before loading to container. While final weightand shall be done atloadingportby the above content shall be deducted from the total weight shipped.

Article 11 Documents

Seller shall present the following documents to the buyer:

A. Signed Commercial Invoice for 100% of the total cargo value indicating, quantity, unit price and the total Amount of Value of the delivered commodity , 1 original and 3 copies.

B. Certificates of quantity, quality and weight issued byCCICand one independent surveyor appointed by the buyer.

C. Certificate of Origin issued by ABC Department Of Trade or concerned Government authorities, I original and 2 copies.

D. Weight List, showing total weight , 1 original and 3 copies.

E. Bill of Lading, 3 original copies and 3 non-negotiable copies.

Article 12 Force Majeure

The Seller shall not be responsible for the delay of shipment or non-delivery of the goods due to Force Majeureunder UCP 600. The seller shall advise the buyer immediately of the occurrence mentioned above and within 3 days thereafter the seller shall send a notice by courier to the buyer of their acceptance of a certificate of the accident issued by the local chamber of commerce under whose jurisdiction the accident occurs as evidence thereof. Under such circumstances the seller , however, are still under obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 60 days the buyer shall have the right to cancel the Contract.

Article 13 Arbitration

All disputes arising out of or in connection with this Contract shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (UCP-600/20xx or Uniform Customs and Practice for Documentary Credits) by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be conducted in ABCbythe English language.

Buyer Seller

>关于购货合同：

其中购货合同指的是企业作为需向供货厂商（供方）采购材料，按双方达成的协议，所签订的具有法律效力的书面文件，又称订购合同。

对于购货合同是指企业作为需向供货厂商(供方)采购材料，按双方达成的协议，所签订的具有法律效力的书面文件，又称订购合同。购货合同只有在合同条款不与企业所在地国家与地方实施的现行法律、法规和条例等相抵触，经合同有关双方相互承诺，并且合同各方在签订合同前没有欺骗对方的行为时才具有完全的法律效力。

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party a：party b：

contract no

date：

signed at：

witnesses that the party a for considerations hereinafter named, contracts and agrees with the party b that party a will, within\_\_\_\_\_ days, next following the date hereof, build and finish a libarary building for party b. （ the building hereinafter is referred to as the said building.） the said building is of the following dimensions, with reinforced concrete, brick, stones and other materials, as are described in plans and specifications gereto annexed.

in consideration of the foregoing, party b shall, for itself and its legal representatives, promise to pay party a the sum of one million rmb yuan in manner as follows, to wit：

rmb\_\_\_\_\_at the beginning of the said work.

rmb\_\_\_\_\_on \_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_（ for example： 3/21/XX）

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

and the remaining sum will be paid upon the completion of the work.

it is further agreed that in order to be entitled to the said payments （ the first one excepted, which is otherwise secured ）, party a or its legal representatives shall, according to the architect\'\'s appraisement, have expended, in labor and material, the value of the payments already received by party a, on the building, at the time of payment.

for failure to accomplish the faithful performance of the agreement aforesaid, the party so failing agrees to forfeit and pay to the other\_\_\_\_\_rmb yuan as fixed and settled damages, within one month form the time so failing.

in witness whereof we have hereunto set our hands and seals the day and year first above written.

signed, sealed and delivered

in the presence of

party a ： party b：

**合同包装条款英文范文大全 第四篇**

买 方： (The ;Buyers)

卖方： (The Sellers)

兹经买卖双方同意按照以下条款由买方购进，卖方售出以下商品：

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 goods subject to the terms and conditions as stipulated hereinafter:

(1) 商品名称:

Name of Commodity：

(2) 数 量： Quantity:

(3) 单 价： Unit price:

(4) 总 值： Total Value:

(5) 包 装： Packing:

(6) 生产国别： Country of Origin :

(7) 支付条款： Terms of Payment:

(8) 保 险： insurance:

(9) 装运期限： Time of Shipment:

(10) 起 运 港： Port of Lading:

(11) 目 的 港： Port of Destination:

(12)索赔：在货到目的口岸45天内如发现货物品质，规格和数量与合同不附，除属保险公司或船方责任外，买方有权凭中国商检出具的检验证书或有关文件向卖方索赔换货或赔款。

Claims:

Within 45 days after the arrival of the goods at the destination, should the quality, Specifications or quantity be found not in conformity with the stipulations of the contract except those claims for which the insurance company or the owners of the vessel are liable, the Buyers shall, have the right on the strength of the inspection certificate issued by the and the relative documents to claim for compensation to the Sellers

(13)不可抗力：由于人力不可抗力的原由发生在制造，装载或运输的过程中导致卖方延期交货或不能交货者，卖方可免除责任,在不可抗力发生后，卖方须立即电告买方及在14天内以空邮方式向买方提供事故发生的证明文件，在上述情况下，卖方仍须负责采取措施尽快发货。

Force Majeure :

The sellers shall not be held responsible for the delay in shipment or non-deli-very 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 the within fourteen days there after . the Sellers shall send by airmail to the Buyers for their acceptancea certificate of the accident. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the deliveryof the goods.

(14）仲裁：凡有关执行合同所发生的一切争议应通过友好协商解决，如协商不能解决，则将分歧提交中国国际贸易促进委员会按有关仲裁程序进行仲裁，仲裁将是终局的，双方均受其约束，仲裁费用由败诉方承担。

Arbitration :

All disputes in connection with the execution of this Contract shall be settled friendly through negotiation. in case no settlement can be reached, the case then may be submitted for arbitration to the Arbitration Commission of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedure promulgated by the said Arbitration Commission . the Arbitration committee shall be final and binding upon both parties. and the Arbitration fee shall be borne by the losing parties.

买方： 卖方:

（授权签字） （授权签字）

【拓展延伸】

1.前言 Preamble

一份标准英文合同通常可以分为前言（Preamble）、正文（Operative part）、附录（Schedule）及证明部分即结束词（Attestation）四大部分组成。

前言（Preamble）由“Parties”及“Recitals”两部分组成。

“Parties”为必备条款，在很多时候称为“commencement”即合同的开场白，主要介绍合同各方的名称或姓名、注册地及地址、邮编及在合同中的简称。当然，并不是所有的合同都要详细介绍以上诸要素，在许多简单合同中，只是提一下各方的名称。

I. 以下为“Parties”的常用表达方式：

1. This Agreement is entered into by and between \_\_\_\_ and \_\_\_\_.

本协议由以下双方\_\_\_\_和\_\_\_ 签署。

2. This Agreement is entered into by and between \_\_\_\_ (hereinafter referred to as\_\_\_\_) and \_\_\_\_ (hereinafter referred to as xxx\_\_\_\_\_xxx), whereby it is agreed as follows:

本协议由以下双方\_\_\_\_（以下简称\_\_\_\_）和\_\_\_\_\_（以下简称\_\_\_）签署，达成如下协议：

注：在很多合同中，这部分加入签约事由，如：

This Agreement is entered into through friendly negotiations between \_\_\_\_\_ Co.

(hereinafter referred to as the “Party A”) and \_\_\_\_\_ Co. (hereinafter referred to as the “Party B”) based on equality and mutual benefit to develop business on the terms and conditions set forth below:

本协议由\_\_\_\_\_（以下称为甲方）和\_\_\_\_（以下称为乙方）为发展业务在平等互利的基础上签订，其条款如下：

This Agreement is entered into between \_\_\_\_\_ (hereinafter referred to as xxxCompanyxxx), and \_\_\_\_\_\_, (hereinafter referred to as xxxEmployeexxx) pursuant to paragraph VIII(2) of the Employee Handbook, whereby it is agreed as follows:

本“协议”由\_\_\_\_\_（以下简称“公司”）与\_\_\_\_\_（以下简称“雇员”）根据“雇员手册”第VIII(2)款签署，“协议”内容如下：

II. 以下为标准的“Parties”条款：

3. This Agreement is made and entered into this \_\_\_\_\_th day of \_\_\_\_\_ in the year of \_\_\_\_ by and between \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), and \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), whereby it is agreed as follows:

本合约由\_\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点在\_\_\_\_\_\_（下称\_\_\_\_\_），与\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点\_\_\_\_\_\_（下称代理人），于\_\_\_\_\_日签订和缔结，协议如下：

III. “Recitals” 由数个以xxxWhereasxxx字样开头的句子所组合而成（这些句子俗称为“Whereas Clauses”），表示当事人乃是在基于对这些事实（例如订约的目的、背景来由等）的共同认识，订立此合约。

4. This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_ by and between \_\_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_”), and \_\_\_\_\_\_, a company duly organized and existing under and by virtue of the laws of \_\_\_\_\_\_, with its principal place of business at \_\_\_\_\_\_ (hereinafter referred

to as “\_\_\_\_\_”)

WITNESSED

WHEREAS, NOW THEREFORE, the parties hereto agree as follows:

本合约由\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点在\_\_\_\_\_\_（下称\_\_\_\_\_）（或下称供应商），与\_\_\_\_\_\_\_，在\_\_\_\_\_法律之下并凭该等法律正式组织并存在的公司，其主要营业地点\_

因此，双方当事人达成以下协议：

注：WITNESSED可以用WITHNESSTH、WITHNESSTH THAT等来代替。

IV. 在很多美国常用合同中，在很多情况下直接用RECITALS引导数个陈述语句或“Whereas Clauses”。下面为一个资产购买协议实例：

This ASSET PURCHASE AGREEMENT (the xxxAgreementxxx) is made and entered into as of May 19, 1997 by and among AAA, a Delaware corporation (xxxAAAxxx), BBB, a Delaware corporation and wholly-owned subsidiary of AAA (xxxBuyerxxx), CCC (xxxSummitxxx), and DDD, an Oregon corporation and wholly-owned subsidiary of Summit (xxxSellerxxx).

RECITALS

A. The Boards of Directors of each of Summit, Seller, AAA and Buyer believe it is in the best interests of each company and their respective security holders that Buyer acquire certain listed assets and assume certain listed liabilities of Seller (the xxxAcquisitionxxx).

B. On the date hereof, Buyer has executed a $2,000,000 irrevocable purchase order to purchase 400 time-based licenses for Summit\'s Visual HDL interfaces for Visual Test bench (xxxVTBxxx) software on AAA\'s standard form of purchase order, which is payable within five (5) business days after the date hereof.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

2. 定义 Definition

在正文（Habendum）部分，通常第一章为定义（Definitions）部分。

定义条款即对合同中涉及的术语及名词作出限定、解释的条款。它可以散见于合同各个部分，但对于一些大型的、重要的合同，通常将其置于第一章。

I. 常见的定义语句常用mean, refer to, be construed as, include等来表达。如：

1. xxxTerritoryxxx means the United States of America.“销售地区”是指xxx合众国。

2. “Commencement date” shall mean the date of signing this agreement by the last signing party hereto.

“协议生效日”是指本“协议”最后签字的一方签署本“协议”的日期。

3. The “agreement” herein referred to shall mean this agreement of agency by entrustment.

“协议”在这里是指本委托代理协议。

4. “Code” shall refer to the current and applicable Internal Revenue Code.

“法”是指当前可用的国内税收法。

5. Reference to any statutory provision shall be construed as a reference to the same as it may have been, or may from time be, amended, modified or re-enacted.

引用法律规定理解为引用其本身外，还包括其修订、修正或重新实施案。

6. xxxExpensesxxx include costs, charges and expenses of every description.

“费用”包括各种形式的金钱支出。

II. 还有一类特殊的定义语句，即对于「单、复数」及「阴、阳性」名词的范围定义。通常都是用include来表达：

1. xxxStock Certificatexxx includes xxxstock certificatexxx and xxxstock certificatesxxx.

合同中的“股票”，包括单数与复数。

2. xxxHexxx includes xxxhexxx and xxxshexxx.

合同中的“他”，包括“他”与“她”。

3. Words using the singular or plural number also include the plural or singular number.

采用单数或复数的单词也包括复数或单数。

III. 定义语句中，有时需限定范围。而通常用得最多的是：“for the purpose of ”及“in relation to” 某概念的定义条款，如果适用范围仅限于合同的“特定部份”，可以用“for the purpose of ”来为定义条款起头。而如果定义条款是针对合同的“特定概念”，就用“in relation to”来界定。如下例：

1. For the purpose of this Agreement, xxxProductsxxx means all types of the machineries manufactured by Manufacturer as are specified in Attachment A hereto.

本协议所称的“产品”，指制造人所制造如附件A表列之各式机器。

2. xxxAddressxxx means－

(a) 就自然人而言in relation to an inpidual, his usual residential or business address; and

(b) in relation to a corporation, its registered or principal office in the Republic of China.

“地址”就自然人而言，指通常之居所或工作场所；就公司而言，指位于xxx之注册所在地或主营业所。

IV. 在定义条款中，在定义语句前有时会加上一些陈述语句来引导，如：

1. For the purpose of this Agreement, each of the following terms shall have the following meaning respectively:

就本合同的目的而言，下列各用语，分别具有下述意义：

2. In this Agreement, the following words or expressions shall have the meanings given to them respectively below:

本协议内所用词句的意义，明确阐述如下：

3. In this agreement unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them hereunder:

除非本“协议”有明确规定，下列词语应当具有如下规定之意义：

4. The following are the definitions of various terms used in this Agreement:

本“协议”使用之术语定义如下：

3. 有效期 Period of validity

有效期(Term)条款通常规定合同的有效期限，何时生效及到何时结束，合同结束后必要时如何延展等等。

I. 以下为“Term”的常用表达方式：

The term of this contract is for a \_\_\_\_\_ year period.合同的有效期为\_\_\_\_\_年。

如：The term of this contract is for a one (1) year period.

2. The contract is for a \_\_\_\_\_ month period, commencing \_\_\_\_\_.

合同的有效期为\_\_\_\_\_月，开始于\_\_\_\_\_\_。（期限）

a. The contract is for a 12 month period, commencing September 17, 20xx thru September 16, 20xx.

b. The contract is for a 6 month period, commencing 4-1-03 and ending 9-30-20xx.

3. This agreement remains valid for \_\_\_\_\_ year(s), . commencing on \_\_\_\_\_\_, \_\_\_\_\_and terminating on \_\_\_\_\_\_, \_\_\_\_\_.

本协议在\_\_\_\_\_年之内有效，即从\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起生效，\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日起到期。

4. The contract term is hereby extended for the period\_\_\_\_.

合同的有效期为\_\_\_\_\_\_\_。

如：The contract term is hereby extended for the period\_\_\_\_ in accordance with Section E, Paragraph 10, Term of Contract and Contract Extension.

II. Term条款除了规定合同的期限外，通常另外合同期限的延展“Extension”。

1. The contract period is for \_\_\_\_\_ year with option to re-new for \_\_\_\_\_ year.

合同有效期为\_\_\_\_\_年，同时可以选择延长\_\_\_\_\_年。

2. The contract is for a \_\_\_\_\_ month period, commencing \_\_\_\_\_. The contract may be renewed for up to \_\_\_\_\_ year option periods.

合同的有效期为\_\_\_\_\_月，开始于\_\_\_\_\_\_\_，同时可以选择延长\_\_\_\_\_年。

3. This agreement shall commence on the commencement date and shall endure for a continuous period of \_\_\_\_\_ years. Thereafter it will be automatically renewed for successive periods of \_\_\_\_\_ years on the same terms and conditions unless one of the parties had given \_\_\_\_\_days notice of termination.

本协议应自生效日生效并在\_\_\_\_\_年内有效。此后，除非一方当事人提前\_\_\_\_\_天书面通知对方当事人终止本协议，本协议有效期自动延长\_\_\_\_\_年，协议条款不变。

III. Term条款并没有十分固定的表达方式，以下即是一些合同中Term的实例：

1. This Agreement shall be valid and remain in force for a period of three (3) years commencing from the date appearing first above written upon the signing of both Party A and Party B and shall be extended for another period of three (3) years on the same terms and conditions unless either of the parties hereto gives the other party at least thirty (30) days prior written notice to terminate this Agreement prior to the expiration of the original term.

本合约须从上面首次写明的甲方和乙方签订本约的日期起生效并保持效力三年，并将按同样条件延长三年，否则与约任何一方至少须在原定时间期满前三十天给予另一方提前终止本合约的书面通知。

2. At any time and from time to time during the period commencing on the date hereof and terminating on \_\_\_\_\_\_, 20\_\_\_, party A may in writing advise party B.

自本协议签订之日起到\_\_\_\_\_\_年\_\_\_\_\_\_月协议终止这段期间内，甲方可随时以书面形式通知乙方。

3. The term of this Agreement shall be three years from the effective date, unless terminated in accordance with Article VI- (3) and Article IX.

本合同的期限除非根据第8条第3款及第9条的规定终止外，有效期为3年。

4. The contract is valid from \_\_\_\_\_\_\_ until \_\_\_\_\_\_\_.

The contract period is automatically extended for any leave of absence allowed for in law.

合同的有效期为从\_\_\_\_\_\_到\_\_\_\_\_。

5. The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ and end on the \_\_\_\_\_ day of \_\_\_\_\_ Upon expiration of the above initial term, this Agreement shall automatically be renew and extended for a like period of time unless terminated in writing by either party \_\_\_\_\_ days prior to the date for such renewal.

本协议期限为\_\_年\_\_\_\_月\_\_\_\_日至\_\_年\_\_\_月\_\_\_日。除非续订日前\_\_\_\_\_天一方以书面方式提出终止，否则上述首期届满后，协议应自动续订，延长时间与前期相同。

4. 不可抗力 Force Majeure

Force Majeure条款是一种免责条款，即免除由于不可抗力事件而违约的一方的违约责任。一般应规定的内容包括：不可抗力事件的定义（Definition of Force Majeure）以及不可抗力事件的后果（Consequences of Force Majeure） 。在Force Majeure条款中，两者属于因果关系，难以截然分开。

I. 对于Force Majeure的定义，《合同法》定义如下：

本法所称不可抗力，是指不能预见、不能避免并不能克服的客观情况。

For purposes of this Law, force majeure means any objective circumstance, which is unforeseeable, unavoidable and insurmountable.

II. 以下是Force Majeure条款的举例：

1. Neither party shall be responsible for delays or failures in performance resulting from acts or facts reasonably beyond the control of that party.

任何一方不应对因其无法控制之行为或事实造成协议延迟履行或不履行承担任何责任。

2. Either Party shall not be liable for any delay caused by any unpredictable factor or any factor which is unavoidable or insurmountable by reasonable means at the time of conclusion of this Agreement, or any loss caused by failure in fulfillment of obligations as stipulated herein.

协议任一方无须对因任何在本协议签订时无法预见或以合理手段也无法避免或克服之原因造成的迟延或不履行本协议之义务所造成的损失承担责任。

注：以上采用的是类似《合同法》概括的定义方法。而合同为不可抗力定义时更多地采用列举的方法。

3. Neither party of this Agreement, directly or indirectly owing to any causes or circumstances beyond its control, including Acts of God, Governmental orders or restriction, war, warlike conditions, revolutions, strike, lockout, fire and flood.

本合同任何一方当事人对直接或间接地由于其无法控制的原因或情况包括自然灾害、政府命令或限制、战争、战争状态、革命、罢工、工厂被关闭、火灾、水灾等而未能履行或延迟履行合同或合同一部分的行为，不负任何责任。

注: Acts of God通常也译为“不可抗力”，但主要是指自然灾害；而Force Majeure则包括自然及人为两方面。

4. Neither party will be liable for nondelivery, misdelivery or late delivery (other than the payment of money due hereunder) caused by circumstances beyond its reasonable control, including, among others, war, civil strife or commotion, riots, strikes, fires, floods, acts of God, inability to obtain materials, failure of carriers or compliance with any law, regulation or governmental order.

任何当事人将不会为任何因为不可控制的情况产生的未交付货物、交付错误或延迟交货（除了支付应付款）。不可控制的情况包括战争、国内斗争或\*乱、骚乱、罢工、火灾、洪灾、自然灾害、无力获得材料、承运人的失误、遵守法律、法规或政府令。

5. Should either of the parties to the contract by prevented from executing the contract by force majeure, such as earthquake, typhoon, flood, fire and war and other unforeseen events, and their happening and consequences are unpreventable and unavoidable, the prevented party shall notify the other party by cable without any delay, and within 15 days thereafter provide the detailed information of the events and a valid document for evidence issued by the relevant public notary organization

for explaining the reason of its inability to execute or delay the execution of all or part of the contract. Both parties shall, through consolations, decide whether to terminate the contract or to exempt the part of obligations for implementation of the contract or whether to delay the execution of the contract according to the effects of the events on the performance of the contract.

由 于地震、台风、水灾、火灾、战争以及其它不能预见并且对其发生和后果不能防止或避免的不可抗力事件出现，致使直接影响合同的履行或者不能按约定的条件履行 时，遇有上述不可抗力的一方，应立即电报通知对方，并应在十五天内，提供不可抗力详情及合同不能履行、或者部分不履行、或者需要延期履行的理由的有效证明 文件。此项证明文件应由事故发生地有权证明的机构出具。按其对履行合同影响的程度，由双方协商决定是否解除合同，或者部分履行合同，或者延期履行合同。

6. Force majeure shall hereof consist of the following events:

下述事件构成不可抗力：

Where such cases as war, earthquake, serious windstorms, snow, or fire or other events which no party can foresee and prevent from happening occur;

发生战争、地震、严重的风灾、雪灾、火灾或其他各方无法预见、无法抗拒的事故。

The related laws and regulations in collection with the execution of duties by any party to this Agreement undergo changes, under which this Agreement will be illegal or the transfer cannot be fulfilled.

自本协议签订之日起与本协议任何一方履行本协议相关的法律、法规发生变更致使本协议非法或转让行为无法完成。

In event of the occurrence of the above-mentioned events, if any party (hereinafter referred to as the “Effected Party ”) has been delayed or deterred from performing the duties of this Agreement in the course of its execution, the Affected Party shall be free from any liabilities for breach of the agreement and for compensation.

在发生本协议不可抗力事件之后，任何一方（以下简称受影响方）在履行本协议义务时受到拖延或不能履行时，受影响方不承担任何违约责任及赔偿责任。

In event of the force majeure, the affected party shall, within \_\_\_\_\_days from the date of the occurrence, notify the other party of the impact of such events on the execution of the duties in this Agreement, by telex, telegraph or in any other lawful written form, and simultaneously submit the relevant official credentials concerning the force majeure herein.

在发生不可抗力事件时，受影响方应自不可抗力事件发生之日起\_\_\_\_\_天内以电传或电报或其他任何合理书面方式，通知另一方有关不可抗力的发生和不可抗力对其履行本协议的义务的影响，同时应呈交不可抗力的有关官方证明。

Should the effect of the force majeure cases last more than \_\_\_\_\_ days, both parties shall consult each other about the alterations of this Agreement; in case they fail to reach an agreement, Chapter 8 shall thereupon apply.

在不可抗力事件延续\_\_\_\_\_天后，双方必须磋商本协议的变更，双方未能协商一致的，适用本协议第八章的规定。

7. Force Majeure不可抗力

(1) No party to this Contract shall be liable to the other party for any failure of or delay in performance of its obligations hereof nor be deemed to be in breach of this Contract, if such failure or delay has arisen from xxxforce majeure.xxx

如果任何一方因不可抗力而款能履行或推迟履行其义务，则不对另一方负责，也不应视作违反合同。

xxxForce Majeurexxx means circumstances and conditions beyond the control of either parties, that would render it impossible for either the Owner or the Contractor to fulfill their obligations under this Contract, or delay such fulfillment. Any of the following matters are considered xxxforce majeure.xxx

“不可抗力”指业主或承包商无法控制的情况，使当事人未能按本合同履行其义务，或者不得不延迟履行其义务。下列情况均被视作“不可抗力”：

a. war, hostilities, act of foreign enemy, invasion, warlike opera-tions (whether war to be declared or not) or civil war;

b. mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto, or to the influencing of it by terrorism or violence;

c. earthquake, flood, fire or other natural physical disaster;

d. denial of the use of all ports, airports, shipping services or other means of public transport;

e. strike or lock out or other industrial concerted action by workers, affecting the fulfillment of Contractor\'s and subcontractors\' obligations;

f. and other unforeseen circumstances beyond the control of the parties so affected rendering the fulfillment of their obligations impossible.

a. 战争、敌对事件、外敌行动、入侵、类似战争的军事行动（不管是事宣战）、内战；

b. 士兵哗变、民众\*乱、军事叛乱、起义、造反、革命、篡权、或者任何个人代表某个组织或与某个组织有联系、旨在以暴力推翻合法或现存政府、或以恐怖主义或暴力对政府施加影响的行为；

c. 地震、洪水、火灾或其他自然灾害；

d. 所有港口、机场、船运或其他公共交通工具的使用均遭拒绝；

e. 工人罢工、工厂停工、或其他的劳工联合行动，影响了承包商和分包商履行其义务；

f. 当事人无法控制、从而使其不能履行义务的其他任何意外情况。

(3) If either party to this Contract is prevented or delayed from or in performing any of his obligations under this Contract by force majeure, then he may notify the other party of the circumstances constituting the force majeure and of the obligation performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance or punctual performance, as the case may be, of such obligation for so long as the circumstances of prevention or delay may continue.

如果本合同任何一方因不可抗力不能或延迟履行本合同规定的任何义务，他可将不可抗力和由此造成的延迟或妨碍情况通知另一方。发出通知的一方允许根据具体情况及妨碍或延迟持续的时间免于履行或推迟履行合同。

(4) If by virtue of the preceding sub-clause dither party shall be excused from the performance or punctual performance of any obligation for a continuous period of \_\_\_\_\_\_\_\_ months, then either party may at any time thereafter terminate this Contract by giving a written notice to the other party.

根据本第款第3分条规定，如果任何一方免于履行或推迟履行其义务的时间持续了\_\_\_\_个月，那么任何一方都可随时向另一方发出书面通知，终止本合同。

5. 修改 Modification

合同修订 (Modification)条款为合同常用条款.主要规定了合同修订的方式与途径。例如：书面合同，只能以书面方式进行修订，口头修订内容无效。

I. Modification条款通常较为简单，以下为一些常用比较简约的表达方式：

1. The contract can be amended only after the amendment is agreed upon by both parties.

只有经双方一致同意，合同方可变更。

2. This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties.

本合同只有经双方当事人授权的代表正式签署的书面文件，方可修改。

3. This Agreement may not be amended or modified except by written instrument signed

by each of the Parties hereto.

除非经本协议当事人签署的书面通知，否则本协议书不得作出任何修改和变更。

4. Any alterations or amendments of this Agreement shall be subject to agreement through consultation between both parties in writing.

本协议的任何变更或修改，应由本协议双方协商一致，并以书面方式进行。

5. This Agreement shall not be modified or a

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