

售货合同 SALES CONTRACT

卖方:

合同号码/订单号:

Seller: CHINA BEST FOOD

Contract No/Purchase Order: 1902ZJ-RCZY1109/P9006324

签约日期:

电话/传真 Phone/Fax:

Date: 2019.02.25

86-10-87614547/87614243

买方:

电话/传真 Phone/Fax:

1773 .

1-626-338-1090-331

Buyer: American Fortune Foods

兹经买卖双方同意由卖方售出买方购进下列货物,并按下列条款签订本合同:

This Contract is signed by and between the Buyer and the Seller, whereby the Buyer agree to buy and the Seller agree to sell the under-mentioned commodity according to the terms and conditions stipulated below:

(1)商品名称、规格、数量、单价、及总价:

Name of Commodity and Specifications, Quantity, Unit Price and Total Value:

品名、规格及品牌	单位	单价 USD	数量	总价			
Name of Commodity and Specifications and Brand	Unit	Unit Price	Quantity ±	Amount			
Frozen Baby Octopus 6/15(半开) (1900CTNS) 70%NW		1.85	45600LB	USD84,360.00			
合同总额 Total Value: USD84,360.00 DDU LA(TO DOOR 不含关税)							

(2) 合同总值 Total Value of Contract: USD84,360.00 DDU LA(TO DOOR 不含关税)

(3)包装 Packing:

(4)装运唛头 Shipping Mark:

2LB/BLOCK*12/CTN

TXF

(5)装船口岸 Port of Shipment:

(6)目的口岸 Port of Destination:

CHINA PORT

LA port

- (7) 装船期限: 2018.4 月底
- (8)保 险: 由卖方按发票总值的 110%投保险。

insurance: To be covered by the Seller for 110% of the total invoice value against all risks

(9) 付款条件: 货送到门后 3 日内付清全部货款。

Payment: All payment within 3 days after delivery.

(10)单据: 卖方应向买方提供已装船清洁提单、发票、装箱单。

Documents: The Seller shall present to the buyer Clean on Board Bills of Lading, Invoice, Packing List.

- (11)装运条件 Terms of Shipment:
 - a) 载运船只由卖方安排,允许分批装运并允许转船。

The Carrying vessel shall be provided by the Seller, with partial shipment and transshipment allowed.

- b) 卖方于货物装船后,应将合同号码、品名、数量、装船日期传真通知买方。
 - After loading is completed, the Seller shall advise the Buyer by fax of the Contract number, name of commodity, quantity, name of the carrying vessel and date of shipment.
- (12) 索赔:凡属品质异议或数量异议,须于货到目的口岸之日起 15 天内提出。对所装货物所提任何异议属于保险公司、轮船公司、其他有关运输机构或邮递机构所负责者,卖方不负责任。



Claims: In case of quality discrepancy and/or quantity discrepancy, claim shall be lodged by the Buyer within 15 days after the arrival of the goods at the port of destination. It is understood that Seller Shall not be liable for any discrepancy of goods shipped due to causes for which the Insurance Company, Shipping Company, and other transportation organizations and/or post offices are liable.

- (13) 不可抗力:由于人力不可抗拒的事故,使卖方不能在合同规定的期限内交货,卖方不承担责任,但卖方应立即以电报或传真通知买方,如买方提出要求,卖方应以挂号函向买方提供证明上述事故存在的证据。
 - Force Majeure: The Seller shall not be held responsible if they, owing to Force Majeure cause or causes, fail to make delivery within the time stipulated in the Contract or cannot deliver the goods, however, in such a case, the Seller shall inform the Buyer immediately by telex or fax and, if it is requested by the Buyer, shall also deliver to the Buyer by registered post a certificate attesting the existence of such a cause or causes.
- (14) 仲裁:凡因执行本合同或有关本合同所发生的一切争议,双方应协商解决,如果经协商不能得到解决,应提交北京中国国际经济贸易仲裁委员会,根据该仲裁委员会的仲裁程序规则进行仲裁。该委员会的裁决是终局的,对双方都有约束力。
 - Arbitration: Any dispute arising from the execution of ,or in connection with, this Contract should be settled through negotiation. In case no settlement can be reached, the case shall then be submitted to China International Economic and Trade Arbitration Commission Beijing, for settlement by arbitration in accordance with the Commission's Provisional Rules of Procedure. The award rendered by the Commission shall be final and binding on both parties.
- (15) 生效:本合同经双方授权代表签字并经卖方盖章生效。 Effectiveness of the Contract this Contract shall and come into force after the authorized signature by the Buyer and Seller and Seller's seal on this contract.
- (16) The seller should accept the requirements of back-ship pay all of the goods and expenditure during the back ship if the goods can't pass the customs clearance due to the quality problem.

卖方:

Seller: CHINA BEST FOOD GROUP LIMITED

买方:

Buyer: American Fortune Foods





CHINA BEST FOOD

Contract No.	1902ZJ-RCZY1109	Invoice No	1902ZJ1109
Payment term.	100/T-T	Date:	25. FEB.2019
Shipped per s.s	CMA CGM G.WASHINGTON	Sailing on or about	08.APR.2019
From	XIAMEN PORT CHINA	То	LOS ANGELES PORT
To Messrs	American Fortune Foods		

Marks & Nos	Description of Goods	Quantit	ty	Price CFR Saint-Petersburg,	Amount (USD)
	FROZEN BABY OCTOPUS 6/15(HALF CUT)	45600LB		USD1.85	USD 84,360.00
N/M	0/13(HALF COT)				
	CONTAINER NO./SEAL NO.: TTNU8185932/K8445220				
	TOTAL	45600LB			USD 84,360.00
	BANK DETAILS: NO.100, WEST 3RD RING ROAD HAIDIAN DISTRICT, BEIJING, CHINA BANK OF NINGBO BEIJING BRANCH SWIFT CODE: BKNBCN2NBEI ACCOUNT NUMBER: NRA77052023001028 COMPANY NAME: CHINA BEST FOOD GROUP LIMITED ADD: NO.27-A-14F NANSANHUAN DONGLU BEIJING 100078 CHINA BOSS: XIAOFENG TENG	TOTAL: SAY US DOLLARS EIGHTY-FOUR THOUSAND THREE HUNDRED AND SIXTY ONLY			
				BEST FOOD zed Signature	