ICC MODEL CONTRACT
INTERNATIONAL SALE
(MANUFACTURED GOODS)

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INTERNATIONAL CHAMBER OF COMMERCE
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Includes fully editable contract

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Model Contract：Specific Conditions —allow the parties to use the Model directly by filling in the blanks in the form.

General Conditions —provide a platform of standard legal terms and a reference tool for contract drafting or negotiation.

Two parts may be used together, or independently.

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- **The ICC Model International Sale Contract is specifically adapted for transactions governed by the UN Convention for the International Sale of Goods (CISG)**

- **United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980 or CISG)**

- **聯合國國際貨物銷售合約公約，于1988年1月1日正式生效。截至2015年12月29日，核准和參加該公約的共有84個國家。兼顧平等互利與兼顧不同社會、經濟和法律制度的基本原則，是處理國際貨物買賣關係和發展國際貿易關係的準繩。**

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A. SPECIFIC CONDITIONS

SELLER **BUYER**

A-1 GOODS SOLD
A-2 CONTRACT PRICE
A-3 DELIVERY TERMS
A-4 TIME OF DELIVERY
A-5 INSPECTION OF THE GOODS
A-6 RETENTION OF TITLE
A-7 PAYMENT CONDITIONS
A-8 DOCUMENTS
A-9 CANCELLATION DATE

If the goods are not delivered for any reason whatsoever (including force majeure) by (date)…. the Buyer will be entitled to declare the contract avoided immediately by notification to the seller.

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A. SPECIFIC CONDITIONS

A-10 LIABILITY FOR DELAY

A-11 LMITATION OF LIABILITY FOR DELAY

A-12 PLACE OF EXAMINATION AT ARRIVAL

A-13 MAXIMUM DELAY FOR NOTIFICATION OF NON-CONFORMITY

A-14 LIMITATION OF LIABILITY FOR NON-CONFORMITY

A-15 APPLICABLE LAW

Any questions not covered by CISG will be governed by the law of…….

A-16 RESOLUTION OF DISPUTES

A-17 OTHER

The present contract of sale will be governed by these Specific Conditions and by the General Conditions of the ICC Model International Sale Contract (Manufactured Goods) which constitute part B of this document.

The Seller **The Buyer**

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B. GENERAL CONDITIONS

Article 1	General
Article 2	Characteristics of the goods
Article 3	Inspection of the goods before shipment
Article 4	Price
Article 5	Payment conditions
Article 6	Interest in case of delayed payment
Article 7	Retention of title 所有權保留
Article 8	Contractual term of delivery
Article 9	Documents
Article 10	Late-delivery, non-delivery and remedies therefore
Article 11	Non-conformity of the goods
Article 12	Cooperation between the parties
Article 13	Force majeure
Article 14	Resolution of disputes

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Article 13 Force Majeure

13.1 A party is not liable for a failure to perform any of its obligations in so far as it proves

a) that the failure was due be an impediment beyond its contract, and

b) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the conclusion of the contract, and

c) that it could not reasonably have avoided or overcome the impediment or its effects.

13.4 If the grounds of relief subsist for more than three(3) months, either party shall be entitled to declare the contract to be avoided without notice.

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UCP 600 Art. 36 不可抗力(銀行)

銀行因天災、暴動、內亂、叛變、戰爭、恐怖活動或因罷工或營業場所封閉，或任何其他非銀行所能控制之事由導致銀行營業中斷而生之後果不負義務或責任。

ISP 98 3.14 a. 營業日不營業(銀行)

若擔保函敘明之提示地，於提示之最後營業日因任何理由不營業，導致未及時提示，則除擔保函另有規定外，最後提示日自該提示地恢復營業後起算自動展延三十個曆日。

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不可抗力的可能因素

1. COVID 19
2. 三峽大壩潰堤
3. 韓進海運倒閉，衝擊全球物流供應鏈。
4. 中美貿易戰加徵額外關稅
5. 火山爆發 (Volcanic eruption) delaying delivery of documents (courier) under ICC rules.

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商業合約中之不可抗力條款

- 商業合約中通常包含不可抗力條款 (FM)，其中規定了不可抗力的發生要件：一種事件或情況防止或阻礙了一方履行契約義務。

- 不可抗力條款通常具有一些基本要點 (參見ICC 2020 不可抗力條款範本) (http://iccwbo.org/publication/icc-force-majeure-and hardship-clauses/)，以此作為起草條款的參考，檔案中也提供廠商長短版本“The ICC Force Majeure Clause (Long Form)”以及“Short Form”。

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- Long Form 中表列了八項“Presumed Force Majeure Events”
- 其中(e)項包括“Plague, epidemic, natural disaster or extreme natural events”
- 疫病、傳染病、自然災害或極端自然事件。
- 新冠病毒、中國南部大雨應可納入。
- 其中 (c)項包括“trade restriction, embargo, sanction”
- 目前流行的貿易限制、禁運、制裁應可納入。

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Resolution of Disputes

A. ARBITRATION：disputes submitted to the International Court of Arbitration and finally settled under the Rules of Arbitration of ICC.

B. LITIGATION (ordinary courts)….(place), 普通法院 shall have exclusive jurisdiction (專屬司法管轄權)

C. ADR (ICC Amicable Dispute Resolution Rules)
依國際商會友好爭議解決規則處理

D. DOCDEX 2015 ICC Rules for Documentary Instruments Dispute Resolution Expertise —UCP、URR、URC、URDG.

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ICC GUIDE ON TRANSPORT AND THE INCOTERMS®2020 RULES

- This guide is intended to provide clarity and practical assistance to those in the transport sector working on transaction involving the Incoterms rules.
- The parties need to address the relationship between the contract of carriage and the Incoterms®2020 rules whenever these rules have been incorporated into the contract of sale.

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謝謝！

2020國貿條規之交貨條件

第一類型：任何或多種運送方式使用之貿易條件

EXW	EX WORKS (named place of delivery)-工廠交貨條件
FCA	FREE CARRIER (named place of delivery)-貨交運送人條件
CPT	CARRIAGE PAID TO (named place of destination)-運費付訖條件
CIP	CARRIAGE AND INSURANCE PAID TO (named place of destination)-運保費付訖條件
DAP	DELIVERED AT PLACE (named place of destination)-目的地交貨條件
DPU	DELIVERED AT PLACE UNLOADED (named place of destination)-目的地卸載交貨條件規則
DDP	DELIVERED DUTY PAID (named place of destination)-稅訖交貨條件

第二類型：僅海運或內陸水路運送條件適用

FAS	FREE ALONGSIDE SHIP (named port of shipment)-船邊交貨條件
FOB	FREE ON BOARD (named port of shipment)-船上交貨條件
CFR	COST AND FREEIGHT (named port of destination)-運費在內條件
CIF	COST INSURANCE AND FREIGHT (named port of destination)-運保費在內條件