

中华人民共和国合同法 (1999)

Contract Law of the People's Republic of China

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总则 第一章 一般规定	CHAPTER I — GENERAL PROVISIONS
第一条	Article 1.
为了保护合同当事人的合法权益，维护社会经济秩序，促进社会主义现代化建设，制定本法。	This Law is formulated with a view to protecting the lawful rights and interests of parties, maintaining social and economic order and promoting the development of socialist modernisation.
第二条	Article 2.
本法所称合同是平等主体的自然人、法人、其他组织之间设立、变更、终止民事权利义务关系的协议。	In this Law, "contracts" refers to agreements defining civil rights and obligations which are concluded, amended and terminated between natural persons, legal persons or other organisations of equal status.
婚姻、收养、监护等有关身份关系的协议，适用其他法律的规定。	With respect to agreements defining status relationships, such as agreements relating to marriage, adoption and guardianship, etc, the provisions of other laws shall apply.
第三条	Article 3.
合同当事人的法律地位平等，一方不得将自己的意志强加给另一方。	Parties to a contract shall be of equal legal status, and neither party may impose its will on the other party.
第四条	Article 4.
当事人依法享有自愿订立合同的权利，任何单位和个人不得非法干预。	Parties have the right to conclude contracts of their own free will in accordance with the law, and no unit or individual may illegally interfere with the exercise of this right.
第五条	Article 5.
当事人应当遵循公平原则确定各方的权利和义务。	Parties shall observe the principle of fairness in defining their respective rights and obligations.
第六条	Article 6.
当事人行使权利、履行义务应当遵循诚实信用原则。	Parties shall observe the principles of honesty and trustworthiness in exercising their rights and performing their obligations.
第七条	Article 7.
当事人订立、履行合同，应当遵守法律、行政法规，尊重社会公德，不得扰乱社会经济秩序，损害社会公共利益。	Parties shall comply with laws and administrative regulations in concluding and performing contracts, they shall respect social morals, and they may not disturb the social or economic order or harm social and public interests.
第八条	Article 8.

依法成立的合同，对当事人具有法律约束力。当事人应当按照约定履行自己的义务，不得擅自变更或者解除合同。

Contracts concluded in accordance with the law shall be legally binding on the parties. A party shall perform its own obligations as agreed, and it may not of its own accord alter or terminate the contract.

依法成立的合同，受法律保护。

Contracts formed in accordance with the law shall receive the protection of the law.

第二章 合同的订立

CHAPTER II — CONCLUSION OF CONTRACTS

第九条

Article 9.

当事人订立合同，应当具有相应的民事权利能力和民事行为能力。

A party concluding a contract shall possess the relevant capacity for civil rights and for civil acts.

A party may authorise its agent to conclude a contract on its behalf.

当事人依法可以委托代理人订立合同。

第十条

Article 10.

当事人订立合同，有书面形式、口头形式和其他形式。

Parties shall conclude contracts in writing, orally, or in some other form.

法律、行政法规规定采用书面形式的，应当采用书面形式。当事人约定采用书面形式的，应当采用书面形式。

Where laws or administrative regulations stipulate the use of the written form, then the written form shall be used. Where the parties agree to use the written form, then the written form shall be used.

第十一条

Article 11.

书面形式是指合同书、信件和数据电文（包括电报、电传、传真、电子数据交换和电子邮件）等可以有形地表现所载内容的形式。

"Written form" refers to documents of a form such that the content of the contract may be visibly recorded, such as contract instruments, correspondence, and electronic documents (including telegrams, telexes, facsimiles, electronic data interchange and electronic mail).

第十二条

Article 12.

合同的内容由当事人约定，一般包括以下条款：

The parties shall agree on the content of a contract, and in general the following matters shall be included:

（一）当事人的名称或者姓名和住所；

(1) the title or full name and the residence of each party;

（二）标的；

(2) the subject matter;

（三）数量；

(3) quantity;

（四）质量；

(4) quality;

（五）价款或者报酬；

(5) price or remuneration;

（六）履行期限、地点和方式；

(6) period, place and methods of contractual performance;

（七）违约责任；

(7) liability for breach of contract; and

（八）解决争议的方法。

(8) methods of dispute resolution.

In concluding a contract, the parties may consult model contract instruments of various kinds.

当事人可以参照各类合同的示范文本订立合同。

第十三条

Article 13.

当事人订立合同，采取要约、承诺方式。

In concluding a contract, the parties shall adopt the method of offer and acceptance.

第十四条

Article 14.

要约是希望和他人订立合同的意思表示，该意思表示应当符合下列规定：

An offer is an expression of intention to conclude a contract with another person, and the said expression of intention shall satisfy the following requirements:

（一）内容具体确定；

(1) its content shall be concrete and precise; and

（二）表明经受要约人承诺，要约人即受该意思表示约束。

(2) it shall be stated clearly that, upon the offer being accepted by the offeree, the offeror shall be bound by his or her expression of intention.

第十五条

Article 15.

<p>要约邀请是希望他人向自己发出要约的意思表示。寄送的价目表、拍卖公告、招标公告、招股说明书、商业广告等为要约邀请。</p>	<p>An invitation to treat is an expression of a desire that another person makes one an offer. The mailing of a price list, an auction announcement, a call for tenders, a share prospectus, a commercial advertisement, etc, are all deemed to be invitations to treat.</p>
<p>商业广告的内容符合要约规定的，视为要约。</p>	<p>Where the content of a commercial advertisement satisfies the requirements necessary for it to constitute an offer, it shall be deemed to be an offer.</p>
<p>第十六条</p>	<p>Article 16.</p>
<p>要约到达受要约人时生效。</p>	<p>An offer shall take effect when it reaches the offeree.</p>
<p>采用数据电文形式订立合同，收件人指定特定系统接收数据电文的，该数据电文进入该特定系统的时间，视为到达时间；未指定特定系统的，该数据电文进入收件人的任何系统的首次时间，视为到达时间。</p>	<p>Where a contract is concluded through the use of electronic documents, and the recipient of the offer specifies the use of a particular system for the receipt of electronic documents, the time at which the relevant electronic document enters the said system shall be deemed to be the time at which the offer reaches the offeree; where the recipient has not specified the use of a particular system, then the first time at which the electronic document enters any of the recipient's systems shall be deemed to be the time at which the offer reaches the offeree.</p>
<p>第十七条</p>	<p>Article 17.</p>
<p>要约可以撤回。撤回要约的通知应当在要约到达受要约人之前或者与要约同时到达受要约人。</p>	<p>An offer may be withdrawn. Notification of the withdrawal of the offer must reach the offeree before the offer reaches the offeree or at the same time that the offer reaches the offeree.</p>
<p>第十八条</p>	<p>Article 18.</p>
<p>要约可以撤销。撤销要约的通知应当在受要约人发出承诺通知之前到达受要约人。</p>	<p>An offer may be revoked. Notification of the revocation of the offer must reach the offeree before the offeree issues notification of acceptance of the offer.</p>
<p>第十九条</p>	<p>Article 19.</p>
<p>有下列情形之一的，要约不得撤销：</p>	<p>In either of the following situations, an offer may not be revoked:</p>
<p>(一) 要约人确定了承诺期限或者以其他形式明示要约不可撤销；</p>	<p>(1) the offeror specifies an acceptance period or in some other way makes it clear that the offer is irrevocable; or</p>
<p>(二) 受要约人有理由认为要约是不可撤销的，并已经为履行合同作了准备工作。</p>	<p>(2) the offeree has grounds for believing that the offer is irrevocable, and has already completed some preparatory work relating to the performance of the contract.</p>
<p>第二十条</p>	<p>Article 20.</p>
<p>有下列情形之一的，要约失效：</p>	<p>In any of the following situations, an offer shall cease to have effect:</p>
<p>(一) 拒绝要约的通知到达要约人；</p>	<p>(1) a notification that the offer has been rejected reaches the offeror;</p>
<p>(二) 要约人依法撤销要约；</p>	<p>(2) the offeror revokes the offer in accordance with the law;</p>
<p>(三) 承诺期限届满，受要约人未作出承诺；</p>	<p>(3) the period for acceptance of the offer has expired, and the offeree has not accepted the offer; or</p>
<p>(四) 受要约人对要约的内容作出实质性变更。</p>	<p>(4) the offeree materially alters the content of the offer.</p>
<p>第二十一条</p>	<p>Article 21.</p>
<p>承诺是受要约人同意要约的意思表示。</p>	<p>An acceptance is a declaration by the offeree that it agrees with the terms of the offer.</p>
<p>第二十二条</p>	<p>Article 22.</p>
<p>承诺应当以通知的方式作出，但根据交易习惯或者要约表明可以通过行为作出承诺的除外。</p>	<p>Acceptance should be effected by notification, but acceptance may also be effected by conduct in line with business practices or in accordance with the terms of the offer.</p>
<p>第二十三条</p>	<p>Article 23.</p>
<p>承诺应当在要约确定的期限内到达要约人。</p>	<p>An acceptance must reach the offeror within the time period specified by the offer.</p>

<p>要约没有确定承诺期限的，承诺应当依照下列规定到达：</p>	<p>Where the offer does not specify a time period for acceptance, the following rules apply with respect to the time at which the acceptance must reach the offeror:</p>
<p>(一) 要约以对话方式作出的，应当即时作出承诺，但当事人另有约定的除外；</p>	<p>(1) where the offer is made orally, it must be accepted immediately, except where the parties agree otherwise; or</p>
<p>(二) 要约以非对话方式作出的，承诺应当在合理期限内到达。 第二十四条</p>	<p>(2) where the offer is not made orally, acceptance of the offer must reach the offeror within a reasonable time period. Article 24.</p>
<p>要约以信件或者电报作出的，承诺期限自信件载明的日期或者电报交发之日开始计算。信件未载明日期的，自投寄该信件的邮戳日期开始计算。要约以电话、传真等快速通讯方式作出的，承诺期限自要约到达受要约人时开始计算。</p>	<p>Where an offer is made by correspondence or telegram, the acceptance period shall be calculated from the date shown on the correspondence or the date on which the telegram is sent. Where the correspondence is not clearly dated, the said period shall be calculated from the date of the postmark recording when the said correspondence was sent. Where the offer is made by telephone, facsimile or some other form of instantaneous communication, the acceptance period shall be calculated from the time the offer reaches the offeree.</p>
<p>第二十五条</p>	<p>Article 25.</p>
<p>承诺生效时合同成立。 第二十六条</p>	<p>A contract is formed at the time an acceptance takes effect. Article 26.</p>
<p>承诺通知到达要约人时生效。承诺不需要通知的，根据交易习惯或者要约的要求作出承诺的行为时生效。</p>	<p>A notification of acceptance of an offer shall take effect from the time it reaches the offeror. Where it is not necessary for there to be notification of acceptance, the acceptance shall take effect from the time the conduct of accepting the offer is carried out in accordance with business practices or the requirements of the offer.</p>
<p>采用数据电文形式订立合同的，承诺到达的时间适用本法第十六条第二款的规定。</p>	<p>Where a contract is concluded through the use of electronic documents, the provisions of paragraph 2 of Article 16 of this Law shall apply in determining the time at which the acceptance reaches the offeror. Article 27.</p>
<p>第二十七条</p>	<p>Article 27.</p>
<p>承诺可以撤回。撤回承诺的通知应当在承诺通知到达要约人之前或者与承诺通知同时到达要约人。</p>	<p>An acceptance may be withdrawn. Notification of the withdrawal of the acceptance must reach the offeror before notification of the offeree's acceptance reaches the offeror or at the same time that the notification of acceptance reaches the offeror. Article 28.</p>
<p>第二十八条</p>	<p>Article 28.</p>
<p>受要约人超过承诺期限发出承诺的，除要约人及时通知受要约人该承诺有效的以外，为新要约。</p>	<p>Where the offeree accepts the offer after the expiry of the acceptance period, then, except where the offeror immediately notifies the offeree that the said acceptance is effective, such an acceptance shall be deemed to be a new offer. Article 29.</p>
<p>第二十九条</p>	<p>Article 29.</p>
<p>受要约人在承诺期限内发出承诺，按照通常情形能够及时到达要约人，但因其他原因承诺到达要约人时超过承诺期限的，除要约人及时通知受要约人因承诺超过期限不接受该承诺的以外，该承诺有效。</p>	<p>Where the offeree issues an acceptance of the offer within the acceptance period, and where under normal circumstances it would be possible for the acceptance to reach the offeror promptly, but for other reasons the acceptance does not reach the offeror until after the expiry of the acceptance period, then, except where the offeror promptly notifies the offeree that the offeror will not accept the said acceptance because of the expiry of the acceptance period, the said acceptance shall be effective. Article 30.</p>
<p>第三十条</p>	<p>Article 30.</p>
<p>承诺的内容应当与要约的内容一致。受要约人对要约的内容作出实质性变更的，为新要约。有关合同标的、数量、质量、价款或者报酬、履行期限、履行地点和方式、违约责任和解决争议方法等的变更，是对要约内容的实质性变更。 第三十一条</p>	<p>The contents of the acceptance must be identical to the contents of the offer. Where the offeree materially alters the contents of the offer, this shall be deemed to be a new offer. Any relevant alteration to the subject matter of the contract, quantity, quality, price or remuneration, time limits on contractual performance, the place and methods of contractual performance, liability for breach of contract, and methods of dispute resolution, etc, constitutes a material alteration to the contents of the offer. Article 31.</p>
<p>第三十一条</p>	<p>Article 31.</p>
<p>承诺对要约的内容作出非实质性变更的，除要约人及时表示反对或者要约表明承诺不得对要约的内容作出任何变更的以外，该承诺有效，合同的内容以承诺的内容为</p>	<p>Where the acceptance makes non-material alteration to the contents of the offer, then except where the offeror immediately expresses its opposition, or the offer clearly stipulates that the offeree may not in its acceptance make any alterations to the contents of the offer, the said acceptance shall have effect, and the contents of the contract shall be in accordance with</p>

准。	the contents of the acceptance.
第三十二条	Article 32.
当事人采用合同书形式订立合同的，自双方当事人签字或者盖章时合同成立。	Where a contract is concluded through the use of a contract document, the contract shall be concluded from the time that the two parties sign or affix their respective seals to the contract document.
第三十三条	Article 33.
当事人采用信件、数据电文等形式订立合同的，可以在合同成立之前要求签订确认书。签订确认书时合同成立。	Where a contract is concluded by correspondence or electronic documents, either party may, prior to the contract being concluded, request the signing of a letter of confirmation. Where this is the case, the contract shall be concluded upon the signing of the letter of confirmation.
第三十四条	Article 34.
承诺生效的地点为合同成立的地点。	The place at which the acceptance takes effect shall be the place at which the contract is concluded.
采用数据电文形式订立合同的，收件人的主营业地为合同成立的地点；没有主营业地的，其经常居住地为合同成立的地点。当事人另有约定的，按照其约定。	Where a contract is concluded through the use of electronic documents, the main place of business of the recipient of the said documents shall be deemed to be the place at which the contract is concluded; where the said recipient does not have a main place of business, the recipient's usual place of abode shall be deemed to be the place at which the contract is concluded. Where the parties agree otherwise, the parties' agreement shall have effect.
第三十五条	Article 35.
当事人采用合同书形式订立合同的，双方当事人签字或者盖章的地点为合同成立的地点。	Where a contract is concluded through the use of a contract document, the place at which the parties sign or affix their respective seals on the contract document shall be the place at which the contract is concluded.
第三十六条	Article 36.
法律、行政法规规定或者当事人约定采用书面形式订立合同，当事人未采用书面形式但一方已经履行主要义务，对方接受的，该合同成立。	Where laws and administrative regulations stipulate that the contract is to be concluded in writing, or the parties agree to conclude the contract in writing, but where the parties fail to conclude the contract in writing, and one side has already performed a major obligation under the contract, and the other party has accepted the said performance, the said contract shall be concluded.
第三十七条	Article 37.
采用合同书形式订立合同，在签字或者盖章之前，当事人一方已经履行主要义务，对方接受的，该合同成立。	Where a contract document is used to conclude a contract, and prior to signing or affixing seals on the contract document, one of the parties has already performed a major obligation under the contract, and the other party has accepted the said performance, the said contract shall be concluded.
第三十八条	Article 38.
国家根据需要下达指令性任务或者国家订货任务的，有关法人、其他组织之间应当依照有关法律、行政法规规定的权利和义务订立合同。	Where the State, in accordance with its needs, assigns mandatory tasks or tasks relating to state orders for goods, relevant legal persons and other organisations shall conclude contracts between themselves in accordance with the rights and obligations stipulated in relevant laws and administrative regulations.
第三十九条	Article 39.
采用格式条款订立合同的，提供格式条款的一方应当遵循公平原则确定当事人之间的权利和义务，并采取合理的方式提请对方注意免除或者限制其责任的条款，按照对方的要求，对该条款予以说明。	Where a contract is concluded through the use of standard clauses, the party proposing the standard clauses shall observe the principle of fairness in defining the rights and responsibilities of the parties, and the said party must take reasonable steps to draw the other party's particular attention to those clauses which eliminate or limit the said party's liabilities, and must, where requested by the other party, explain the effect of the said clauses.
格式条款是当事人为了重复使用而预先拟定，并在订立合同时未与对方协商的条款。	Standard clauses are those clauses which one party drafts in advance for repeated use, and are not the subject of negotiation with the other side at the time when the contract is concluded.
第四十条	Article 40.
格式条款具有本法第五十二条和第五十三条规定情形的，或者提供格式条款一方免除其责任、加重对方责任、排除对方主要权利的，该条款无效。	Where a standard clause possesses one of the characteristics set out in Article 52 or Article 53 of this Law, or where the clause operates to exclude the liabilities of the party proposing the standard clause, or to increase the liabilities of the other party, or to remove important rights enjoyed by the other party, the said clause shall be without effect.
第四十一条	Article 41.

<p>对格式条款的理解发生争议的，应当按照通常理解予以解释。对格式条款有两种以上解释的，应当作出不利于提供格式条款一方的解释。格式条款和非格式条款不一致的，应当采用非格式条款。</p>	<p>Where a dispute arises over the interpretation of a standard clause, the said clause shall be interpreted in accordance with the way it is usually understood. Where a standard clause is open to two or more interpretations, the interpretation which is less favourable to the party supplying the standard clause shall be adopted. Where a contract contains a standard clause and a non-standard clause that has a differing effect, the non-standard clause shall be adopted.</p>
<p>第四十二条</p>	<p>Article 42.</p>
<p>当事人在订立合同过程中有下列情形之一，给对方造成损失的，应当承担损害赔偿责任：</p>	<p>Where, in the course of concluding a contract, a party is involved in any of the following acts, which result in a loss for the other party, then the first party shall be liable to pay compensatory damages:</p>
<p>（一）假借订立合同，恶意进行磋商；</p>	<p>(1) conducting negotiations in bad faith under the false pretext of concluding a contract;</p>
<p>（二）故意隐瞒与订立合同有关的重要事实或者提供虚假情况；</p>	<p>(2) deliberately concealing important facts relevant to the conclusion of the contract or providing a false account of the situation; or</p>
<p>（三）有其他违背诚实信用原则的行为。</p>	<p>(3) other acts which violate the principles of honesty and trustworthiness.</p>
<p>第四十三条</p>	<p>Article 43.</p>
<p>当事人在订立合同过程中知悉的商业秘密，无论合同是否成立，不得泄露或者不正当地使用。泄露或者不正当地使用该商业秘密给对方造成损失的，应当承担损害赔偿责任。</p>	<p>Commercial secrets of which the parties become aware in the course of concluding a contract must not be revealed or inappropriately used, regardless of whether or not the contract is concluded. Where the said secrets are revealed or inappropriately used, and the other party sustains losses as a result, then the first party shall be liable to pay compensatory damages.</p>
<p>第三章 合同的效力</p>	<p>CHAPTER III — CONTRACTUAL VALIDITY</p>
<p>第四十四条</p>	<p>Article 44.</p>
<p>依法成立的合同，自成立时生效。法律、行政法规规定应当办理批准、登记等手续生效的，依照其规定。</p>	<p>A contract which is concluded in accordance with the law shall take effect from the time it is concluded.</p>
<p>第四十五条</p>	<p>Article 45.</p>
<p>当事人对合同的效力可以约定附条件。附生效条件的合同，自条件成就时生效。附解除条件的合同，自条件成就时失效。</p>	<p>The parties may agree that the effectiveness of a contract is subject to certain conditions. Where the coming into effect of a contract is subject to certain conditions, the contract shall only come into effect upon the said conditions being fulfilled. Where the contract is subject to dissolution upon certain conditions being fulfilled, then upon the said conditions being fulfilled the contract shall cease to have effect.</p>
<p>当事人为自己的利益不正当地阻止条件成就的，视为条件已成就；不正当地促成条件成就的，视为条件不成就。</p>	<p>Where a party, for its own benefit, improperly prevents the relevant conditions from being fulfilled, the said conditions shall be deemed to have been fulfilled; where a party improperly facilitates the fulfilment of the relevant conditions, the said conditions shall be deemed not to have been fulfilled.</p>
<p>第四十六条</p>	<p>Article 46.</p>
<p>当事人对合同的效力可以约定附期限。附生效期限的合同，自期限届满时生效。附终止期限的合同，自期限届满时失效。</p>	<p>The parties may agree to attach a time limit to the validity of a contract. With respect to a contract which only comes into effect at a certain time, the contract shall only come into effect at the said time. Where a contract is subject to termination upon the expiry of a certain time limit, then upon the expiry of the relevant time limit the contract shall cease to have effect.</p>
<p>第四十七条</p>	<p>Article 47.</p>
<p>限制民事行为能力人订立的合同，经法定代理人追认后，该合同有效，但纯获利益的合同或者与其年龄、智力、精神健康状况相适应而订立的合同，不必经法定代理人追认。</p>	<p>Where a person with only limited capacity for civil acts concludes a contract, the said contract shall take effect upon being subsequently confirmed by the legal representative of the said person, but with respect to contracts purely of benefit to the said person, or contracts appropriate to the age, intellectual capacity, and mental condition of the said person, it is unnecessary for the legal representative of the said person to provide subsequent confirmation.</p>
<p>相对人可以催告法定代理人在一个月内予以追认。法定代理人未</p>	<p>The other party to a contract for which subsequent confirmation is required</p>

作表示的，视为拒绝追认。合同被追认之前，善意相对人有撤销的权利。撤销应当以通知的方式作出。

第四十八条

行为人没有代理权、超越代理权或者代理权终止后以被代理人名义订立的合同，未经被代理人追认，对被代理人不发生效力，由行为人承担责任。

相对人可以催告被代理人在一个月内予以追认。被代理人未作表示的，视为拒绝追认。合同被追认之前，善意相对人有撤销的权利。撤销应当以通知的方式作出。

第四十九条

行为人没有代理权、超越代理权或者代理权终止后以被代理人名义订立合同，相对人有理由相信行为人有代理权的，该代理行为有效。

第五十条

法人或者其他组织的法定代表人、负责人超越权限订立的合同，除相对人知道或者应当知道其超越权限的以外，该代表行为有效。

第五十一条

无处分权的人处分他人财产，经权利人追认或者无处分权的人订立合同后取得处分权的，该合同有效。

第五十二条

有下列情形之一的，合同无效：

（一）一方以欺诈、胁迫的手段订立合同，损害国家利益；

（二）恶意串通，损害国家、集体或者第三人利益；

（三）以合法形式掩盖非法目的；

（四）损害社会公共利益；

（五）违反法律、行政法规的强制性规定。

第五十三条

合同中的下列免责条款无效：

（一）造成对方人身伤害的；

（二）因故意或者重大过失造成对方财产损失的。

第五十四条

下列合同，当事人一方有权请求人民法院或者仲裁机构变更或者

may request that the said legal representative provide subsequent confirmation of the contract within one (1) month. Where the legal representative does not respond, subsequent confirmation shall be deemed to have been refused. Before the contract is subsequently confirmed, the other party, acting in good faith, has the right to revoke the contract. The revocation shall be effected by notification.

Article 48.

Where a person not possessing agency power, or acting in excess of his or her authority, or acting after the termination of the agency relationship, concludes a contract in the name of the relevant principal, and the contract is not subsequently confirmed by the principal, the contract has no effect in relation to the principal, and the said person shall be held responsible.

The other party to such a contract may request that the said principal provide subsequent confirmation of the contract within one (1) month. Where the principal does not respond, subsequent confirmation shall be deemed to have been refused. Before the contract is subsequently confirmed, the other party, acting in good faith, has the right to revoke the contract. The revocation shall be effected by notification.

Article 49.

Where a person not possessing agency power, or acting in excess of his or her authority, or acting after the termination of the agency relationship, concludes a contract in the name of the relevant principal, and the other party has grounds for believing that the said person possesses agency power, the said agency conduct shall have effect.

Article 50.

Where a legal person or the legal representative or responsible person of some other organisation concludes a contract in excess of his or her authority, except where the other party knows or ought to know that the said person is acting in excess of his or her authority, the said act of representation shall have effect.

Article 51.

Where a person without power of disposition disposes of the property of another person, and where the person with the relevant power provides subsequent confirmation or the person who lacks the power of disposition obtains the power of disposition after concluding the contract, the said contract shall have effect.

Article 52.

In any one of the following situations, a contract shall be without effect:

(1) one party concludes the contract through the use of fraudulent or coercive means, causing detriment to the interests of the State;

(2) the contract involves a malicious conspiracy which is detrimental to the interests of the State, a collective or a third party;

(3) illegal intentions are concealed beneath an appearance of legality;

(4) there is detriment to social and public interests; or

(5) the mandatory provisions of laws and administrative regulations are violated.

Article 53.

The following kinds of exemption clauses in a contract shall have no effect:

(1) clauses relating to personal injuries sustained by the other party; and

(2) clauses relating to property losses sustained by the other party either because of the first party's deliberate acts or its gross negligence.

Article 54.

A party has the right to request that the people's court or an arbitration body alters or nullifies the following contracts:

撤销：

- (一) 因重大误解订立的；
(二) 在订立合同时显失公平的。
- (1) one which was concluded as a result of a serious misunderstanding; or
(2) one which was clearly unfair at the time it was concluded.

一方以欺诈、胁迫的手段或者乘人之危，使对方在违背真实意思的情况下订立的合同，受损害方有权请求人民法院或者仲裁机构变更或者撤销。

Where one party, through the use of fraudulent or coercive means or by taking advantage of the other party's difficulties, leads the other party to conclude a contract contrary to his or her true intentions, the party suffering detriment has the right to request that the people's court or an arbitration body alters or nullifies the said contract.

Where a party requests alteration of the contract, the people's court or the arbitration body may not nullify the said contract.

当事人请求变更的，人民法院或者仲裁机构不得撤销。

第五十五条

Article 55.

有下列情形之一的，撤销权消灭：

In either of the following situations, the right to revoke the contract will be lost:

(一) 具有撤销权的当事人自知道或者应当知道撤销事由之日起一年内没有行使撤销权；

(1) the party with the right to revoke has failed to exercise this right within one (1) year from the date on which the said party knew or ought to have known of the circumstances out of which the right to revoke arose; or

(二) 具有撤销权的当事人知道撤销事由后明确表示或者以自己的行为放弃撤销权。

(2) after the party possessing the right to revoke has become aware that the right to revoke has arisen, the said party, through a clear declaration or by his or her conduct, waives the right of revocation.

第五十六条

Article 56.

无效的合同或者被撤销的合同自始没有法律约束力。合同部分无效，不影响其他部分效力的，其他部分仍然有效。

Contracts that are invalid or have been revoked possess no legal binding force ab initio. Where a contract is invalid in part, but the invalidity of the said part does not affect the validity of the other parts of the contract, then these other parts will still be valid.

第五十七条

Article 57.

合同无效、被撤销或者终止的，不影响合同中独立存在的有关解决争议方法的条款的效力。

A contract's invalidity, revocation or termination does not affect the effectiveness of those clauses in the contract relating to methods of dispute resolution which exist independently.

第五十八条

Article 58.

合同无效或者被撤销后，因该合同取得的财产，应当予以返还；不能返还或者没有必要返还的，应当折价补偿。有过错的一方应当赔偿对方因此所受到的损失，双方都有过错的，应当各自承担相应的责任。

After a contract has been declared invalid or revoked, all property obtained by reason of the said contract shall be returned; where the property cannot be returned or there is no need to return it, compensation shall be paid on the basis of the depreciated value of the property. A party that is at fault is liable to compensate the other party for its resulting losses, and where both parties are at fault, then each party shall bear the relevant liability respectively.

第五十九条

Article 59.

当事人恶意串通，损害国家、集体或者第三人利益的，因此取得的财产收归国家所有或者返还集体、第三人。

Where the contract involves a malicious conspiracy, and is detrimental to the interests of the State, a collective or a third party, all property thereby obtained shall be the property of the State or shall be returned to the collective or the third party.

第四章 合同的履行

CHAPTER IV — PERFORMANCE OF CONTRACTS

第六十条

Article 60.

当事人应当按照约定全面履行自己的义务。

The parties shall perform their respective obligations in their entirety in accordance with the terms of their agreement.

当事人应当遵循诚实信用原则，根据合同的性质、目的和交易习惯履行通知、协助、保密等义务。

Parties shall observe the principles of honesty and trustworthiness, and shall perform all notification, assistance and confidentiality obligations, etc, in accordance with the nature and purpose of the contract and in accordance with business practices.

第六十一条

Article 61.

合同生效后，当事人就质量、价款或者报酬、履行地点等内容没有约定或者约定不明确的，可以协议补充；不能达成补充协议的，按照合同有关条款或者交易习惯确

After the contract comes into effect, where the parties have made no agreement or have not come to a clear agreement with respect to matters such as quality, price or remuneration, the place of performance, etc, they may agree on additional provisions dealing with these matters; where the parties are unable to reach agreement on such provisions, the said matters

定。

will be determined by reference to the relevant provisions of the contract or by reference to business practice.

第六十二条

Article 62.

当事人就有关合同内容约定不明确，依照本法第六十一条的规定仍不能确定的，适用下列规定：

Where the parties have not come to a clear agreement on a relevant issue under the contract, and it is not possible to determine the issue in accordance with the provisions of Article 61 of this Law, the following provisions shall apply:

(一) 质量要求不明确的，按照国家标准、行业标准履行；没有国家标准、行业标准的，按照通常标准或者符合合同目的的特定标准履行。

(1) Where there has been no clear agreement as to quality requirements, performance shall be in accordance with state or industry standards; where there are no state or industry standards, performance shall be in accordance with usual standards or in accordance with special standards as appropriate given the purpose of the contract.

(二) 价款或者报酬不明确的，按照订立合同时履行地的市场价格履行；依法应当执行政府定价或者政府指导价的，按照规定履行。

(2) Where there has been no clear agreement as to price or remuneration, performance of payment obligations shall be in accordance with market prices at the place that the contract is performed at the time the contract is concluded; where the law requires the implementation of government fixed prices or government guiding prices, then payment shall be in accordance with the relevant provisions.

(三) 履行地点不明确，给付货币的，在接受货币一方所在地履行；交付不动产的，在不动产所在地履行；其他标的，在履行义务一方所在地履行。

(3) Where there has been no clear agreement as to the place of performance, and payment is made in the form of money, performance shall be at the place of business of the party which is receiving the money; where payment is made in the form of real property, performance shall be at the place where the said real property is located; where payment is made in some other form, performance shall be at the place where the performing party is located.

(四) 履行期限不明确的，债务人可以随时履行，债权人也可以随时要求履行，但应当给对方必要的准备时间。

(4) Where there has been no clear agreement as to the period of time for performance, the obligor may provide performance at any time, and the obligee may demand performance at any time, although the obligee must give the obligor any time necessary for preparation.

(五) 履行方式不明确的，按照有利于实现合同目的的方式履行。

(5) Where there has been no clear agreement as to methods of performance, performance of obligations shall be in accordance with methods which are beneficial to the realisation of the objectives of the contract.

(六) 履行费用的负担不明确的，由履行义务一方负担。

(6) Where there has been no clear agreement as to responsibility for the payment of expenses relating to performance, this responsibility shall be borne by the party performing the obligation.

第六十三条

Article 63.

执行政府定价或者政府指导价的，在合同约定的交付期限内政府价格调整时，按照交付时的价格计价。逾期交付标的物的，遇价格上涨时，按照原价格执行；价格下降时，按照新价格执行。逾期提取标的物或者逾期付款的，遇价格上涨时，按照新价格执行；价格下降时，按照原价格执行。

In relation to the implementation of government fixed prices or government guiding prices, where government prices are revised during the period for payment agreed on in the contract, the price shall be calculated in accordance with the price at the time of payment. Where the subject matter of the contract is delivered after the expiry of the deadline for payment, and prices then rise, the original price shall be paid; where the price falls, the new price shall be paid. Where the subject matter of the contract is collected or monies are paid after the expiry of the relevant deadline, and prices then rise, the new price shall be implemented; where the price falls, the original price shall be implemented.

第六十四条

Article 64.

当事人约定由债务人向第三人履行债务的，债务人未向第三人履行债务或者履行债务不符合约定，应当向债权人承担违约责任。

Where the parties agree that the obligor shall perform the obligation for the benefit of a third party, but the obligor does not perform the obligation for the benefit of the said third party or does not perform in conformity with the parties' agreement, the obligor shall be liable to the obligee for breach of contract.

第六十五条

Article 65.

当事人约定由第三人向债权人履行债务的，第三人不履行债务或者履行债务不符合约定，债务人应当向债权人承担违约责任。

Where the parties agree that those obligations owed to the obligee shall be performed by a third party, but the said third party does not perform the obligation or does not perform in conformity with the parties' agreement, the obligor shall be liable to the obligee for breach of contract.

第六十六条

Article 66.

当事人互负债务，没有先后履

Where the parties owe obligations to one another, and there is no

行顺序的，应当同时履行。一方在对方履行之前有权拒绝其履行要求。一方在对方履行债务不符合约定时，有权拒绝其相应的履行要求。

第六十七条

当事人互负债务，有先后履行顺序，先履行一方未履行的，后履行一方有权拒绝其履行要求。先履行一方履行债务不符合约定的，后履行一方有权拒绝其相应的履行要求。

第六十八条

应当先履行债务的当事人，有确切证据证明对方有下列情形之一的，可以中止履行：

- (一) 经营状况严重恶化；
- (二) 转移财产、抽逃资金，以逃避债务；
- (三) 丧失商业信誉；
- (四) 有丧失或者可能丧失履行债务能力的其他情形。

当事人没有确切证据中止履行的，应当承担违约责任。

第六十九条

当事人依照本法第六十八条的规定中止履行的，应当及时通知对方。对方提供适当担保时，应当恢复履行。中止履行后，对方在合理期限内未恢复履行能力并且未提供适当担保的，中止履行的一方可以解除合同。

第七十条

债权人分立、合并或者变更住所没有通知债务人，致使履行债务发生困难的，债务人可以中止履行或者将标的物提存。

第七十一条

债权人可以拒绝债务人提前履行债务，但提前履行不损害债权人利益的除外。

债务人提前履行债务给债权人增加的费用，由债务人负担。

第七十二条

债权人可以拒绝债务人部分履行债务，但部分履行不损害债权人利益的除外。

债务人部分履行债务给债权人增加的费用，由债务人负担。

agreement that one obligation shall be performed first and the other subsequently, then the obligations shall be performed at the same time. A party has the right to refuse a request by the other party that it provide performance where the other party has not yet performed its obligations. A party has the power to refuse the corresponding request of the other party to provide performance where the other party has performed its obligation in a manner not in conformity with the parties' agreement.

Article 67.

Where the parties owe obligations to one another, and where one obligation is to be performed first and the other subsequently, then where the party with the obligation to provide initial performance has not performed its obligation, the party with the obligation to provide subsequent performance may refuse the request of the other party to provide performance. Where the party with the obligation to provide initial performance has performed its obligation in a manner not in conformity with the parties' agreement, the party with the obligation to provide subsequent performance may refuse the corresponding request of the other party to provide performance.

Article 68.

Where the party with the obligation to provide initial performance has reliable evidence which proves that one of the following situations exists with respect to the other party, the said party may suspend performance:

- (1) there has been a serious decline in the state of the other party's business;
- (2) property has been transferred or funds have been secretly withdrawn in an effort to evade obligations;
- (3) the other party has lost its commercial reputation; or
- (4) there are other circumstances which indicate that the party has lost or has probably lost its ability to perform its obligations.

If the said party suspends performance without reliable evidence, it shall be liable for breach of contract.

Article 69.

Where a party suspends performance in accordance with the provisions of Article 68 of this Law, it shall immediately notify the other party. Where the other party provides an appropriate guarantee, the said party shall resume performance. After performance has been suspended, and the other party has not regained its capacity to perform its obligations or provided an appropriate guarantee within a reasonable time, the party which has suspended performance may dissolve the contract.

Article 70.

Where an obligee which is divided into smaller entities, is involved in a merger or changes its place of business, and fails to notify the obligor, thus making it difficult for the obligor to perform its obligations, the obligor may suspend performance or lodge the subject matter of the contract.

Article 71.

The obligee may refuse performance of an obligation by the obligor ahead of schedule, except where performance of an obligation ahead of schedule is not detrimental to the obligee's interests.

Where the obligee incurs increased expenses as a result of the obligor performing its obligations ahead of schedule, these added expenses shall be borne by the obligor.

Article 72.

The obligee may refuse partial performance of an obligation by the obligor, except where partial performance is not detrimental to the obligee's interests.

Where the obligee incurs increased expenses as a result of the obligor providing partial performance of an obligation, these added expenses shall be borne by the obligor.

第七十三条

Article 73.

因债务人怠于行使其到期债权，对债权人造成损害的，债权人可以向人民法院请求以自己的名义代位行使债务人的债权，但该债权专属于债务人自身的除外。

Where the obligee sustains losses due to the obligor neglecting to exercise his or her matured obligatory rights, the obligee may make a request to the people's court that the obligee be subrogated in his or her own name to the obligor in the obligor's exercise of its claims, except where the obligor enjoys the said obligatory rights personally.

代位权的行使范围以债权人的债权为限。债权人行使代位权的必要费用，由债务人负担。

The scope within which the right of subrogation may be exercised shall be no greater than the scope of the obligatory right enjoyed by the obligee. Necessary expenses incurred by the obligee in exercising the right of subrogation shall be borne by the obligor.

第七十四条

Article 74.

因债务人放弃其到期债权或者无偿转让财产，对债权人造成损害的，债权人可以请求人民法院撤销债务人的行为。债务人以明显不合理的低价转让财产，对债权人造成损害，并且受让人知道该情形的，债权人也可以请求人民法院撤销债务人的行为。

Where the obligee sustains losses due to the obligor abandoning his or her matured obligatory rights or transferring property without providing compensation, the obligee may petition the people's court to nullify the obligor's conduct. Where the obligee sustains losses due to the obligor transferring property at a low and clearly unreasonable price, and the transferee of the property is aware of the relevant circumstances, the obligee may also petition the people's court to nullify the obligor's conduct.

撤销权的行使范围以债权人的债权为限。债权人行使撤销权的必要费用，由债务人负担。

The scope within which the power of annulment may be exercised is limited to the scope of the obligatory right enjoyed by the obligee. Necessary expenses incurred by the obligee in exercising the right of annulment shall be borne by the obligor.

第七十五条

Article 75.

撤销权自债权人知道或者应当知道撤销事由之日起一年内行使。自债务人的行为发生之日起五年内没有行使撤销权的，该撤销权消灭。

The power of annulment shall be exercised within one (1) year from the date on which the obligee knows or ought to know of the circumstances out of which the power of annulment has arisen. Where the obligee does not exercise the power of annulment within five (5) years from the date on which the relevant conduct of the obligor has occurred, the said power of annulment shall be lost.

第七十六条

Article 76.

合同生效后，当事人不得因姓名、名称的变更或者法定代表人、负责人、承办人的变动而不履行合同义务。

After the contract takes effect, a party may not use any change in its name or title or any change in the identity of its legal representative, responsible person or the person undertaking performance as grounds for not performing its contractual obligations.

第五章 合同的变更和转让
第七十七条

CHAPTER V — ALTERATION AND ASSIGNMENT OF CONTRACTS
Article 77.

当事人协商一致，可以变更合同。法律、行政法规规定变更合同应当办理批准、登记等手续的，依照其规定。

The parties may alter the contract after reaching agreement through consultation.

Where laws and administrative regulations provide that ratification, registration and other procedures must be completed when a contract is altered, such provisions shall be followed.

第七十八条

Article 78.

当事人对合同变更的内容约定不明确的，推定为未变更。

If the content of the parties' agreed alteration to the contract is not clear, it shall be presumed that no alteration has occurred.

第七十九条

Article 79.

债权人可以将合同的权利全部或者部分转让给第三人，但有下列情形之一的除外：

The obligee may assign its contractual rights to a third party in whole or in part, except in the following situations:

(一) 根据合同性质不得转让；

(1) the rights may not be assigned because of the nature of the contract;

(二) 按照当事人约定不得转让；

(2) the parties have agreed that the rights may not be assigned; or

(三) 依照法律规定不得转让。

(3) laws stipulate that the rights may not be assigned.

第八十条

Article 80.

债权人转让权利的，应当通知

The obligee shall notify the obligor of any assignment of its rights. Where

债务人。未经通知，该转让对债务人不发生效力。	notification is not provided, the assignment shall have no effect in relation to the obligor.
债权人转让权利的通知不得撤销，但经受让人同意的除外。 第八十一条	Notification of the assignment of rights by the obligee may not be revoked, except with the consent of the assignee. Article 81.
债权人转让权利的，受让人取得与债权有关的从权利，但该从权利专属于债权人自身的除外。 第八十二条	Where the obligee assigns its rights, the assignee shall obtain all accessory rights related to the main obligatory rights, except where the obligee personally enjoys the said accessory rights. Article 82.
债务人接到债权转让通知后，债务人对让与人的抗辩，可以向受让人主张。 第八十三条	After the obligor receives notification of the assignment of the obligatory rights, any defences that the obligor has against the assignor may be raised against the assignee. Article 83.
债务人接到债权转让通知时，债务人对让与人享有债权，并且债务人的债权先于转让的债权到期或者同时到期的，债务人可以向受让人主张抵销。 第八十四条	When the obligor receives notification of the assignment of obligatory rights, the obligor may request that its obligations to the assignee be offset against the obligatory rights which the obligor has against the assignor and which are due before or at the same time as the assigned obligations owed by the obligor to the assignee. Article 84.
债务人将合同的义务全部或者部分转移给第三人的，应当经债权人同意。 第八十五条	Where the obligor assigns its contractual obligations in whole or in part to a third party, the consent of the obligee must be obtained. Article 85.
债务人转移义务的，新债务人可以主张原债务人对债权人的抗辩。 第八十六条	Where the obligor assigns its obligations, any defences available to the original obligor as against the obligee may be raised by the new obligor. Article 86.
债务人转移义务的，新债务人应当承担与主债务有关的从债务，但该从债务专属于原债务人自身的除外。 第八十七条	Where the obligor assigns its obligations, the new obligor must assume all accessory obligations related to the main obligation, except where the said associated obligations are personally owed by the original obligor. Article 87.
法律、行政法规规定转让权利或者转移义务应当办理批准、登记等手续的，依照其规定。 第八十八条	Where laws and administrative regulations provide that ratification, registration and other procedures must be completed when rights or obligations are assigned, such provisions shall be followed. Article 88.
当事人一方经对方同意，可以将自己在合同中的权利和义务一并转让给第三人。 第八十九条	A party may, upon gaining the consent of the other party, assign to a third party all its rights and obligations under the contract in their entirety. Article 89.
权利和义务一并转让的，适用本法第七十九条、第八十一条至第八十三条、第八十五条至第八十七条的规定。 第九十条	With respect to the assignment of rights and obligations in their entirety, the provisions of Article 79, Articles 81 to 83 and Articles 85 to 87 of this Law shall apply. Article 90.
当事人订立合同后合并的，由合并后的法人或者其他组织行使合同权利，履行合同义务。当事人订立合同后分立的，除债权人和债务人另有约定的以外，由分立的法人或者其他组织对合同的权利和义务享有连带债权，承担连带债务。	Where a party is involved in a merger subsequent to concluding a contract, the legal person or other entity created by the merger shall enjoy all rights and perform all obligations under the contract. Where a party is divided into smaller entities subsequent to concluding a contract, except where the obligee and the obligor agree otherwise, the legal person or other entity created by the division shall, with respect to its contractual rights and obligations, enjoy joint obligatory rights and be responsible for joint and several obligations.
第六章 合同的权利义务终止 第九十一条	CHAPTER VI — TERMINATION OF CONTRACTUAL RIGHTS AND OBLIGATIONS Article 91.
有下列情形之一的，合同的权利义务终止：	In any of the following situations, contractual rights and obligations shall be terminated:

<p>(一) 债务已经按照约定履行；</p> <p>(二) 合同解除；</p> <p>(三) 债务相互抵销；</p> <p>(四) 债务人依法将标的物提存；</p> <p>(五) 债权人免除债务；</p> <p>(六) 债权债务同归于一人；</p> <p>(七) 法律规定或者当事人约定终止的其他情形。</p>	<p>(1) all obligations have already been performed as agreed;</p> <p>(2) the contract has been dissolved;</p> <p>(3) obligations have been offset against one another;</p> <p>(4) the obligor has lodged the subject matter of the contract in accordance with the law;</p> <p>(5) the obligee has released the obligor from its obligations;</p> <p>(6) all obligations and all obligatory rights under the contract are owed and enjoyed by the same person; or</p> <p>(7) any other situation in which the law requires termination or the parties agree on termination.</p>
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第九十二条

Article 92.

合同的权利义务终止后，当事人应当遵循诚实信用原则，根据交易习惯履行通知、协助、保密等义务。

After the termination of all contractual rights and obligations, the parties shall observe the principles of honesty and trustworthiness, and shall perform all notification, assistance and confidentiality obligations, etc, in accordance with business practices.

第九十三条

Article 93.

当事人协商一致，可以解除合同。

The parties may dissolve the contract after reaching agreement through consultation.

当事人可以约定一方解除合同的条件。解除条件的条件成就时，解除权人可以解除合同。

The parties may agree on certain conditions under which one party may dissolve the contract. When the said conditions for the dissolution of the contract are satisfied, the party with the right of dissolution may dissolve the contract.

第九十四条

Article 94.

有下列情形之一的，当事人可以解除合同：

The parties may dissolve the contract in the following circumstances:

(一) 因不可抗力致使不能实现合同目的；

(1) the objectives of the contract cannot be realised due to force majeure;

(二) 在履行期限届满之前，当事人一方明确表示或者以自己的行为表明不履行主要债务；

(2) prior to the expiry of the period for performance of the contract, one of the parties states clearly, or makes it clear from its behaviour, that it will not perform the major obligation;

(三) 当事人一方迟延履行主要债务，经催告后在合理期限内仍未履行；

(3) one of the parties delays the performance of a major obligation, and after being called on to perform the obligation, fails to do so within a reasonable period of time;

(四) 当事人一方迟延履行债务或者其他违约行为致使不能实现合同目的；

(4) because one of the parties delays the performance of an obligation or because of other conduct in breach of contract, the objectives of the contract cannot be realised; or

(五) 法律规定的其他情形。

(5) other circumstances stipulated in the law.

第九十五条

Article 95.

法律规定或者当事人约定解除权行使期限，期限届满当事人不行使的，该权利消灭。

Where a time period for exercising the right of dissolution is stipulated by laws or has been agreed on by the parties, and where, upon the expiry of the time period, this right has not been exercised, the said right shall be extinguished.

法律没有规定或者当事人没有约定解除权行使期限，经对方催告后在合理期限内不行使的，该权利消灭。

Where a time period for exercising the right of dissolution is not stipulated by laws or has not been agreed on by the parties, and where the other side has been called upon to exercise the right but has not done so within a reasonable period of time, the said right shall be extinguished.

第九十六条

Article 96.

当事人一方依照本法第九十三条第二款、第九十四条的规定主张解除合同的，应当通知对方。合同自通知到达对方时解除。对方有异议的，可以请求人民法院或者仲裁机构确认解除合同的效力。

Where one of the parties seeks dissolution of the contract in accordance with the provisions of paragraph 2 of Article 93, or Article 94 of this Law, the said party must notify the other party. The contract shall be dissolved from the time the notification reaches the other party. Where the other party objects to the dissolution of the contract, it may request that the people's court or an arbitration body determine the validity of the

法律、行政法规规定解除合同应当办理批准、登记等手续的，依照其规定。	dissolution of the contract.
第九十七条	Where laws and administrative regulations provide that ratification, registration and other procedures must be completed when a contract is dissolved, such provisions shall be followed. Article 97.
合同解除后，尚未履行的，终止履行；已经履行的，根据履行情况和合同性质，当事人可以要求恢复原状、采取其他补救措施，并有权要求赔偿损失。	After a contract has been dissolved, the performance of any obligations which have not been performed shall be terminated; where obligations have already been performed, depending on the nature of the performance that has been provided and the nature of the contract, a party may demand that there be a return to the original state of affairs or that remedial measures be adopted, and a party may also demand compensation for any losses sustained.
第九十八条	Article 98.
合同的权利义务终止，不影响合同中结算和清理条款的效力。	The termination of contractual rights and obligations does not affect the validity of contractual clauses relating to the settlement and clearance of accounts.
第九十九条	Article 99.
当事人互负到期债务，该债务的标的物种类、品质相同的，任何一方可以将自己的债务与对方的债务抵销，但依照法律规定或者按照合同性质不得抵销的除外。	Where the parties owe each other matured obligations, and the subject matter of the said obligations are items of the same kind and quality, either party may offset its obligation against the obligation of the other party, except where, in accordance with legal provisions or the nature of the contract, the offsetting of obligations is not permitted.
当事人主张抵销的，应当通知对方。通知自到达对方时生效。抵销不得附条件或者附期限。	A party which seeks to offset obligations must notify the other party. The notification shall take effect from the time it reaches the other party. Neither conditions nor a time limit may be attached to the offsetting of obligations.
第一百条	Article 100.
当事人互负债务，标的物种类、品质不相同的，经双方协商一致，也可以抵销。	Where parties owe each other obligations, and the subject matter of the said obligations are items of different kinds or different quality, the two parties may agree, through consultation, to offset the said obligations.
第一百零一条	Article 101.
有下列情形之一的，难以履行债务的，债务人可以将标的物提存：	In the following circumstances, where difficulties are encountered in the performance of obligations, the obligor may lodge the subject matter of the contract:
（一）债权人无正当理由拒绝受领；	(1) the obligee refuses to accept performance without a legitimate reason;
（二）债权人下落不明；	(2) the whereabouts of the obligee are unknown;
（三）债权人死亡未确定继承人或者丧失民事行为能力未确定监护人；	(3) the obligee has died and the identity of his or her heir has not been determined, or the obligee has lost his or her capacity for civil acts and the relevant guardian has not been determined; or
（四）法律规定的其他情形。	(4) other circumstances stipulated in the law.
标的物不适于提存或者提存费用过高的，债务人依法可以拍卖或者变卖标的物，提存所得的价款。	Where it is impractical to lodge the subject matter of the contract, or expenses involved in the lodgement of the subject matter are too high, the obligor may auction or sell off the subject matter in accordance with the law, and lodge the income received from the sale.
第一百零二条	Article 102.
标的物提存后，除债权人下落不明的以外，债务人应当及时通知债权人或者债权人的继承人、监护人。	After the subject matter of the contract has been lodged, the obligor shall immediately notify the obligee or the obligee's heir or guardian, unless the obligee's whereabouts are unknown.
第一百零三条	Article 103.
标的物提存后，毁损、灭失的风险由债权人承担。提存期间，标的物的孳息归债权人所有。提存费用由债权人负担。	After the subject matter of the contract has been lodged, the risk of the subject matter being damaged or lost shall be borne by the obligee. During the period of lodgement, any interest accrued in the subject matter shall revert to the obligee. The obligee shall bear the costs of the lodgement.
第一百零四条	Article 104.

<p>债权人可以随时领取提存物，但债权人对债务人负有到期债务的，在债权人未履行债务或者提供担保之前，提存部门根据债务人的要求应当拒绝其领取提存物。</p>	<p>The obligee may at any time collect any lodged objects, but where the obligee owes matured obligations to the obligor, then the department responsible for the lodgement of the objects shall, upon the request of the obligor, refuse to allow the obligee to collect the lodged objects, prior to the obligee performing these obligations or providing a guarantee.</p>
<p>债权人领取提存物的权利，自提存之日起五年内不行使而消灭，提存物扣除提存费用后归国家所有。</p> <p>第一百零五条</p>	<p>If the right of the obligee to collect lodged goods is not exercised within five (5) years of the date on which the goods are lodged, it shall be extinguished, whereupon the lodged goods shall revert to the State after an amount has been deducted to cover the cost of lodging the goods.</p> <p>Article 105.</p>
<p>债权人免除债务人部分或者全部债务的，合同的权利义务部分或者全部终止。</p> <p>第一百零六条</p>	<p>Where the obligee releases the obligor from its obligations in part or in whole, the relevant contractual rights and obligations shall terminate in part or in whole.</p> <p>Article 106.</p>
<p>债权和债务同归于一人的，合同的权利义务终止，但涉及第三人利益的除外。</p> <p>第七章 违约责任</p> <p>第一百零七条</p>	<p>Where all obligations are owed and all obligatory rights are enjoyed by the same person, all contractual rights and obligations shall terminate, except where the interests of third parties are involved.</p> <p>CHAPTER VII — LIABILITY FOR BREACH OF CONTRACT</p> <p>Article 107.</p>
<p>当事人一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任。</p> <p>第一百零八条</p>	<p>Where one of the parties does not perform a contractual obligation, or does not perform a contractual obligation as agreed, the said party shall assume its liability for breach of contract by providing ongoing performance, adopting remedial measures, or paying compensatory damages, etc.</p> <p>Article 108.</p>
<p>当事人一方明确表示或者以自己的行为表明不履行合同义务的，对方可以在履行期限届满之前要求其承担违约责任。</p> <p>第一百零九条</p>	<p>Where one of the parties states clearly, or makes it clear from its behaviour, that it will not perform its contractual obligations, the other party may, prior to the expiry of the period for performance, demand that the said party assume liability for breach of contract.</p> <p>Article 109.</p>
<p>当事人一方未支付价款或者报酬的，对方可以要求其支付价款或者报酬。</p> <p>第一百一十条</p>	<p>Where one of the parties does not make a payment or provide remuneration, the other party may demand that the said party make the payment or provide the remuneration.</p> <p>Article 110.</p>
<p>当事人一方不履行非金钱债务或者履行非金钱债务不符合约定的，对方可以要求履行，但有下列情形之一的除外：</p> <p>(一) 法律上或者事实上不能履行；</p> <p>(二) 债务的标的不适于强制履行或者履行费用过高；</p> <p>(三) 债权人在合理期限内未要求履行。</p> <p>第一百一十一条</p>	<p>Where one of the parties does not perform a non-monetary obligation, or does not perform a non-monetary obligation as agreed, the other party may demand performance of the obligation, except in the following circumstances:</p> <p>(1) it is impossible, either legally or in practice, to provide performance;</p> <p>(2) compelling performance is inappropriate given the subject matter of the obligation, or the expenses associated with performance are too high; or</p> <p>(3) the obligee has not demanded performance within a reasonable period of time.</p> <p>Article 111.</p>
<p>质量不符合约定的，应当按照当事人的约定承担违约责任。对违约责任没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，受损害方根据标的的性质以及损失的大小，可以合理选择要求对方承担修理、更换、重作、退货、减少价款或者报酬等违约责任。</p> <p>第一百一十二条</p>	<p>Where the quality provided does not conform to agreed standards, the relevant party shall be liable for breach of contract in accordance with the parties' agreement. Where there has been no agreement or no clear agreement as to liability for breach of contract, and it is not possible to resolve the issue in accordance with the provisions of Article 61 of this Law, the party which has sustained the loss, in accordance with the nature of the subject matter and the size of the loss, may reasonably choose to demand that the other party assume its breach of contract by carrying out repairs, by exchanging, reworking or returning the relevant items, or by reducing the price charged or the remuneration received, etc.</p> <p>Article 112.</p>
<p>当事人一方不履行合同义务或者履行合同义务不符合约定的，在</p>	<p>Where one of the parties does not perform a contractual obligation, or does not perform a contractual obligation as agreed, and after the</p>

履行义务或者采取补救措施后，对方还有其他损失的，应当赔偿损失。

第一百一十三条

当事人一方不履行合同义务或者履行合同义务不符合约定，给对方造成损失的，损失赔偿额应当相当于因违约所造成的损失，包括合同履行后可以获得的利益，但不得超过违反合同一方订立合同时预见到或者应当预见到的因违反合同可能造成的损失。

经营者对消费者提供商品或者服务有欺诈行为的，依照《中华人民共和国消费者权益保护法》的规定承担赔偿责任。

第一百一十四条

当事人可以约定一方违约时应当根据违约情况向对方支付一定数额的违约金，也可以约定因违约产生的损失赔偿额的计算方法。

约定的违约金低于造成的损失，当事人可以请求人民法院或者仲裁机构予以增加；约定的违约金过分高于造成的损失，当事人可以请求人民法院或者仲裁机构予以适当减少。

当事人就迟延履行约定违约金的，违约方支付违约金后，还应当履行债务。

第一百一十五条

当事人可以依照《中华人民共和国担保法》约定一方方向对方给付定金作为债权的担保。债务人履行债务后，定金应当抵作价款或者收回。给付定金的一方不履行约定的债务的，无权要求返还定金；收受定金的一方不履行约定的债务的，应当双倍返还定金。

第一百一十六条

当事人既约定违约金，又约定定金的，一方违约时，对方可以选择适用违约金或者定金条款。

第一百一十七条

因不可抗力不能履行合同的，根据不可抗力的影响，部分或者全部免除责任，但法律另有规定的除外。当事人迟延履行后发生不可抗力的，不能免除责任。

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。

第一百一十八条

当事人一方因不可抗力不能履行合同的，应当及时通知对方，以减轻可能给对方造成的损失，并应

obligation has been performed or remedial measures have been adopted, the other party has still sustained other losses, compensatory damages shall be provided.

Article 113.

Where one of the parties does not perform a contractual obligation, or does not perform a contractual obligation as agreed, resulting in losses to the other party, the total amount of compensatory damages shall be equivalent to the total losses sustained by the other party through the breach of contract, including benefits that the other party would have been able to obtain upon the contract being performed, but this amount shall not exceed the total losses that the breaching party, at the time of concluding the contract, foresaw or should have foreseen would probably result from breach of contract.

Where business operators engage in fraudulent behaviour with respect to consumers in the provision of goods or services, they shall be liable to provide compensatory damages in accordance with the provisions of the Law of the People's Republic of China on the Protection of the Rights and Interests of Consumers.

Article 114.

The parties may agree that when one party breaches the contract, that party shall pay the other party a penalty of a specified amount depending on the nature of the breach, and they may also agree on a method of calculating the total amount of compensation based on the total losses sustained as a result of the breach.

Where the agreed penalty for breach of contract is less than the losses sustained, a party may request that the people's court or an arbitration body increase the said amount; where the agreed penalty for breach of contract is excessively high compared with the losses sustained, a party may request that the people's court or an arbitration body decrease the said amount in an appropriate fashion.

If the parties agree on the payment of a penalty for late performance of an obligation, the breaching party must still perform the said obligation after it has paid the penalty.

Article 115.

The parties may, in accordance with the Law of the People's Republic of China on Guarantees, agree that one party pay the other party a deposit as a guarantee for the performance of a relevant obligation. After the obligor performs the obligation, the said deposit shall be offset against the price paid by the obligee or shall be returned to the obligee. Where the party which pays the deposit does not perform its own agreed obligations, it has no power to demand the return of the deposit; where the party which receives the deposit does not perform agreed obligations, it shall return twice the amount of the deposit to the other side.

Article 116.

Where the parties agree on the use of both a penalty for breach of contract and a deposit, and where one party breaches the contract, the other party may choose to use either the clauses relating to the penalty for breach of contract or the clauses relating to the deposit.

Article 117.

Where it is not possible to perform a contract due to force majeure, then, depending on the extent of the force majeure, the performing party shall be partially or wholly excused from liability, except where laws provide otherwise. Where force majeure occurs after a party has already been late in performing an obligation, the said party will not be excused from liability.

In this Law, "force majeure" means a situation which, on an objective view, is unforeseeable, unavoidable and is not able to be overcome.

Article 118.

Where one of the parties is unable to perform the contract due to force majeure, the said party shall immediately notify the other party in order to reduce the potential losses sustained by the other party, and the said party

<p>当在合理期限内提供证明。 第一百一十九条</p>	<p>shall also provide evidence of the force majeure within a reasonable time. Article 119.</p>
<p>当事人一方违约后，对方应当采取适当措施防止损失的扩大；没有采取适当措施致使损失扩大的，不得就扩大的损失要求赔偿。</p>	<p>After one of the parties has breached the contract, the other party shall take appropriate measures to prevent any increase in the losses sustained; where the other party fails to take appropriate measures, and this leads to an increase in the losses sustained, the other party may not demand compensation for these additional losses.</p>
<p>当事人因防止损失扩大而支出的合理费用，由违约方承担。</p>	<p>Any reasonable expenses paid by a party to prevent increased losses shall be borne by the breaching party.</p>
<p>第一百二十条</p>	<p>Article 120.</p>
<p>当事人双方都违反合同的，应当各自承担相应的责任。</p>	<p>In a case where both parties are in breach of contract, each party shall bear the corresponding liabilities respectively.</p>
<p>第一百二十一条</p>	<p>Article 121.</p>
<p>当事人一方因第三人的原因造成违约的，应当向对方承担违约责任。当事人一方和第三人之间的纠纷，依照法律规定或者按照约定解决。</p>	<p>Where one of the parties breaches the contract because of the actions of a third party, the said party shall be liable to the other party to the contract for breach of contract. Any dispute between the said party and the third party shall be resolved in accordance with the provisions of laws or by agreement.</p>
<p>第一百二十二条</p>	<p>Article 122.</p>
<p>因当事人一方的违约行为，侵害对方人身、财产权益的，受损害方有权选择依照本法要求其承担违约责任或者依照其他法律请求其承担侵权责任。</p>	<p>If the conduct of one of the parties in breach of contract results in an infringement of the personal or property rights of the other party, the injured party has the right to choose to demand that the said party be liable for breach of contract in accordance with this Law, or to demand that the said party bear liability for tort in accordance with other laws.</p>
<p>第八章 其他规定</p>	<p>CHAPTER VIII — OTHER PROVISIONS</p>
<p>第一百二十三条</p>	<p>Article 123.</p>
<p>其他法律对合同另有规定的，依照其规定。</p>	<p>Where other laws have other provisions dealing with contracts, these other provisions shall apply.</p>
<p>第一百二十四条</p>	<p>Article 124.</p>
<p>本法分则或者其他法律没有明文规定的合同，适用本法总则的规定，并可以参照本法分则或者其他法律最相类似的规定。</p>	<p>With respect to contracts which are not clearly dealt with by the Specific Provisions of this Law or by other laws, the provisions of the General Principles of this Law shall be applied, and the provisions of the Specific Provisions of this Law as well as of other laws which deal with contracts and which are most similar to the relevant contracts may also be consulted.</p>
<p>第一百二十五条</p>	<p>Article 125.</p>
<p>当事人对合同条款的理解有争议的，应当按照合同所使用的词句、合同的有关条款、合同的目的、交易习惯以及诚实信用原则，确定该条款的真实意思。</p>	<p>Where the parties are in dispute over the interpretation of clauses of the contract, the true meaning of the said clauses shall be determined on the basis of the words used in the contract, other contractual clauses of relevance, the purpose of the contract, business practices, and the principles of honesty and trustworthiness.</p>
<p>合同文本采用两种以上文字订立并约定具有同等效力的，对各文本使用的词句推定具有相同含义。各文本使用的词句不一致的，应当根据合同的目的予以解释。</p>	<p>Where the text of the contract is concluded in two or more different languages and it is agreed that all versions will be equally effective, it shall be presumed that the words used in each version all have the same meaning. Where the words used in the different versions of the contract are not identical, then the contract shall be interpreted in accordance with its purpose.</p>
<p>第一百二十六条</p>	<p>Article 126.</p>
<p>涉外合同的当事人可以选择处理合同争议所适用的法律，但法律另有规定的除外。涉外合同的当事人没有选择的，适用与合同有最密切联系的国家的法律。</p>	<p>Parties to a contract with a foreign element may nominate the law to be applied in the handling of contractual disputes, except where laws provide otherwise. Where the parties to a contract with a foreign element fail to nominate the law of the contract, the law of the country with the closest connection to the contract shall be applied.</p>
<p>在中华人民共和国境内履行的中外合资经营企业合同、中外合作经营企业合同、中外合作勘探开发自然资源合同，适用中华人民共和国法律。</p>	<p>Sino-foreign equity joint venture contracts, Sino-foreign cooperative enterprise contracts and Sino-foreign contracts for the cooperative exploitation and development of natural resources which are to be performed within the territory of the People's Republic of China shall be governed by the law of the People's Republic of China.</p>
<p>第一百二十七条</p>	<p>Article 127.</p>
<p>工商行政管理部门和其他有关</p>	<p>The administrative departments responsible for industry and commerce as</p>

行政主管部门在各自的职权范围内，依照法律、行政法规的规定，对利用合同危害国家利益、社会公共利益的违法行为，负责监督处理；构成犯罪的，依法追究刑事责任。

第一百二十八条

当事人可以通过和解或者调解解决合同争议。

当事人不愿和解、调解或者和解、调解不成的，可以根据仲裁协议向仲裁机构申请仲裁。涉外合同的当事人可以根据仲裁协议向中国仲裁机构或者其他仲裁机构申请仲裁。当事人没有订立仲裁协议或者仲裁协议无效的，可以向人民法院起诉。当事人应当履行发生法律效力的判决、仲裁裁决、调解书；拒不履行的，对方可以请求人民法院执行。

第一百二十九条

因国际货物买卖合同和技术进出口合同争议提起诉讼或者申请仲裁的期限为四年，自当事人知道或者应当知道其权利受到侵害之日起计算。因其他合同争议提起诉讼或者申请仲裁的期限，依照有关法律的规定。

分则

第九章 买卖合同 第一百三十条

买卖合同是出卖人转移标的物的所有权于买受人，买受人支付价款的合同。

第一百三十一条

买卖合同的内容除依照本法第十二条的规定以外，还可以包括包装方式、检验标准和方法、结算方式、合同使用的文字及其效力等条款。

第一百三十二条

出卖的标的物，应当属于出卖人所有或者出卖人有权处分。法律、行政法规禁止或者限制转让的标的物，依照其规定。

第一百三十三条

标的物的所有权自标的物交付时起转移，但法律另有规定或者当事人另有约定的除外。

第一百三十四条

当事人可以在买卖合同中约定买受人未履行支付价款或者其他义务的，标的物的所有权属于出卖人。

第一百三十五条

出卖人应当履行向买受人交付

well as other responsible administrative departments shall, within the scope of their respective authority, and in accordance with the provisions of laws and administrative regulations, be responsible for the supervision and handling of illegal conduct involving the use of contracts to the detriment of state or public interests; where the relevant conduct constitutes a criminal offence, criminal liability shall be pursued in accordance with the law.

Article 128.

The parties may resolve contractual disputes through conciliation or mediation.

If the parties are unwilling to participate in conciliation or mediation, or if the conciliation or mediation is unsuccessful, the parties may, in accordance with an arbitration agreement, apply to an arbitration body for arbitration. Parties to a foreign-related contract may, in accordance with an arbitration agreement, apply to a Chinese arbitration body or some other arbitration body for arbitration. Where the parties have not concluded an arbitration agreement or their arbitration agreement is invalid, they may file a suit with the people's court. The parties shall implement any judgments, arbitral awards or mediation agreements which possess legal effect; where a party refuses to implement the same, the other party may petition the people's court to enforce the relevant judgment, award or agreement.

Article 129.

There is a four (4) year time limit on filing a lawsuit or applying for arbitration in relation to a dispute arising from an international contract for the sale of goods or a contract for the import and export of technology, and this time limit is calculated from the date on which the party knows or ought to know that there has been an infringement of its rights. The time limit for filing a lawsuit or applying for arbitration in relation to disputes arising from other types of contracts shall be in accordance with the provisions of relevant laws.

Specific Provisions

CHAPTER IX — PURCHASE AND SALES CONTRACTS

Article 130.

Purchase and sales contracts are contracts whereby the seller transfers ownership of the subject matter of the contract to the purchaser, and the purchaser pays a sum of money.

Article 131.

Apart from the matters referred to in the provisions of Article 12 of this Law, a purchase and sales contract may also include clauses dealing with methods of packaging, inspection standards and methods, methods of settling accounts, the language of the contract and its effectiveness, etc.

Article 132.

The seller must own the subject matter sold or have the power to dispose of the said subject matter.

Where the provisions of laws and administrative regulations prohibit, or place limits on, the transfer of the said subject matter, these provisions shall be followed.

Article 133.

Ownership of the subject matter is transferred from the moment that the subject matter is delivered, except where laws provide otherwise or the parties agree otherwise.

Article 134.

The parties may agree in the contract that where the purchaser does not provide payment or does not perform some other obligation, the seller shall retain ownership of the subject matter.

Article 135.

The seller shall perform its obligation to deliver the subject matter to the

标的物或者交付提取标的物的单证，并转移标的物所有权的义务。	purchaser or to deliver a document entitling the bearer to collect the subject matter, and the seller shall also perform its obligation to transfer ownership of the subject matter.
第一百三十六条	Article 136.
出卖人应当按照约定或者交易习惯向买受人交付提取标的物单证以外的有关单证和资料。	The seller must deliver, in addition to a document for the collection of the subject matter, any relevant documents and other materials in accordance with the parties' agreement or business practice.
第一百三十七条	Article 137.
出卖具有知识产权的计算机软件等标的物的，除法律另有规定或者当事人另有约定的以外，该标的物的知识产权不属于买受人。	With respect to the sale of subject matter containing intellectual property rights, such as computer software, etc, the intellectual property rights contained in the said subject matter shall not belong to the purchaser, except where laws provide otherwise or the parties agree otherwise.
第一百三十八条	Article 138.
出卖人应当按照约定的期限交付标的物。约定交付期间的，出卖人可以在该交付期间内的任何时间交付。	The seller shall deliver the subject matter before the expiry of the agreed deadline. Where the parties agree on a time period within which the delivery is to occur, the seller may deliver the subject matter at any time within the said time period.
第一百三十九条	Article 139.
当事人没有约定标的物的交付期限或者约定不明确的，适用本法第六十一条、第六十二条第四项的规定。	Where the parties have not agreed, or have not come to a clear agreement, on a deadline for the delivery of the subject matter, the provisions of Article 61 and Article 62(4) of this Law shall apply.
第一百四十条	Article 140.
标的物在订立合同之前已为买受人占有的，合同生效的时间为交付时间。	Where the purchaser is already in possession of the subject matter prior to the conclusion of the contract, the time at which the contract comes into effect shall be the time at which the subject matter is delivered.
第一百四十一条	Article 141.
出卖人应当按照约定的地点交付标的物。	The seller shall deliver the subject matter at the agreed location.
当事人没有约定交付地点或者约定不明确，依照本法第六十一条的规定仍不能确定的，适用下列规定：	Where the parties have not agreed, or have not come to a clear agreement, on the place of delivery, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, the following provisions shall apply:
(一) 标的物需要运输的，出卖人应当将标的物交付给第一承运人以运交给买受人；	(1) where the subject matter needs to be transported, the seller shall deliver the subject matter to the first carrier for carriage and delivery to the purchaser; or
(二) 标的物不需要运输，出卖人和买受人订立合同时知道标的物在某一地点的，出卖人应当在该地点交付标的物；不知道标的物在某一地点的，应当在出卖人订立合同时的营业地交付标的物。	(2) where it is not necessary to transport the subject matter, and where the seller and the purchaser know at the time that the contract is concluded that the subject matter is at a certain location, the seller shall deliver the subject matter at the said location; where the parties do not know that the subject matter is at a certain location, the subject matter shall be delivered at the seller's place of business at the time that the contract is concluded.
第一百四十二条	Article 142.
标的物毁损、灭失的风险，在标的物交付之前由出卖人承担，交付之后由买受人承担，但法律另有规定或者当事人另有约定的除外。	The risk of the subject matter being damaged or lost shall be borne by the seller prior to the delivery of the subject matter, and by the purchaser after the delivery of the subject matter, except where laws provide otherwise or the parties agree otherwise.
第一百四十三条	Article 143.
因买受人的原因致使标的物不能按照约定的期限交付的，买受人应当自违反约定之日起承担标的物毁损、灭失的风险。	Where, for reasons for which the purchaser is responsible, it is not possible to deliver the subject matter at the agreed time, the purchaser shall, from the date on which it is in breach of the parties' agreement, bear the risk of the subject matter being damaged or lost.
第一百四十四条	Article 144.
出卖人出卖交由承运人运输的在途标的物，除当事人另有约定的以外，毁损、灭失的风险自合同成立时起由买受人承担。	Where a seller sells an object which has been delivered to a carrier for transportation and is already in transit, then unless the parties agree otherwise, the risk of the subject matter being damaged or lost shall be borne by the purchaser from the date on which the contract is concluded.
第一百四十五条	Article 145.

当事人没有约定交付地点或者约定不明确，依照本法第一百四十一条第二款第一项的规定标的物需要运输的，出卖人将标的物交付给第一承运人后，标的物的毁损、灭失的风险由买受人承担。 第一百四十六条	Where the parties have not agreed, or have not come to a clear agreement, on the place of delivery, and where, in accordance with the provisions of Item 1 of paragraph 2 of Article 141 of this Law, it is necessary to transport the subject matter, then after the seller has delivered the subject matter to the first carrier, the risk of the subject matter being damaged or lost shall be borne by the purchaser. Article 146.
出卖人按照约定或者依照本法第一百四十一条第二款第二项的规定将标的物置于交付地点，买受人违反约定没有收取的，标的物毁损、灭失的风险自违反约定之日起由买受人承担。 第一百四十七条	Where the seller places the subject matter at the agreed place of delivery or in accordance with the provisions of Item 2 of paragraph 2 of Article 141 of this Law, and where the purchaser fails to collect the subject matter as agreed, the risk of the subject matter being damaged or lost shall be borne by the purchaser from the date on which the purchaser acts in violation of the parties' agreement. Article 147.
出卖人按照约定未交付有关标的物的单证和资料的，不影响标的物的毁损、灭失风险的转移。 第一百四十八条	Where the seller fails to deliver, as agreed, documents and other materials relating to the subject matter, this will not affect the transfer of the risk that the subject matter may be damaged or lost. Article 148.
因标的物的质量不符合质量要求，致使不能实现合同目的，买受人可以拒绝接受标的物或者解除合同。买受人拒绝接受标的物或者解除合同的，标的物毁损、灭失的风险由出卖人承担。 第一百四十九条	Where the subject matter does not satisfy quality requirements, and as a result it is impossible to realise the objectives of the contract, the purchaser may refuse to accept the subject matter or dissolve the contract. Where the purchaser refuses to accept the subject matter or dissolves the contract, the risk of the subject matter being damaged or lost shall be borne by the seller. Article 149.
标的物毁损、灭失的风险由买受人承担的，不影响因出卖人履行债务不符合约定，买受人要求其承担违约责任的权利。 第一百五十条	Where the risk of the subject matter being damaged or lost is borne by the purchaser, this shall not affect the right of the purchaser to demand that the seller be liable for breach of contract where the seller fails to perform its obligations as agreed. Article 150.
出卖人就交付的标的物，负有保证第三人不得向买受人主张任何权利的义务，但法律另有规定的除外。 第一百五十一条	The seller has an obligation to guarantee that no third party can claim, against the purchaser, any interest in the subject matter delivered, except where laws provide otherwise. Article 151.
买受人订立合同时知道或者应当知道第三人对买卖的标的物享有权利的，出卖人不承担本法第一百五十条规定的义务。 第一百五十二条	Where, at the time of the conclusion of the contract, the purchaser knows or ought to know that a third party has an interest in the subject matter being purchased and sold, the seller shall not be under the obligation stipulated in Article 150 of this Law. Article 152.
买受人有确切证据证明第三人可能就标的物主张权利的，可以中止支付相应的价款，但出卖人提供适当担保的除外。 第一百五十三条	Where the purchaser has reliable evidence proving that a third party will probably claim an interest in the subject matter of the contract, it may suspend the performance of its corresponding payment obligations, except where the seller provides an appropriate guarantee. Article 153.
出卖人应当按照约定的质量要求交付标的物。出卖人提供有关标的物的质量说明的，交付的标的物应当符合该说明的质量要求。 第一百五十四条	The seller shall deliver the subject matter in accordance with agreed quality requirements. Where the seller provides a description of the quality of the subject matter, the subject matter delivered shall satisfy the quality standards referred to in the said description. Article 154.
当事人对标的物的质量要求没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，适用本法第六十二条第一项的规定。 第一百五十五条	Where the parties have not agreed, or have not come to a clear agreement, in relation to quality requirements, and the said quality requirements cannot be determined by reference to the provisions of Article 61 of this Law, the provisions of Article 62 (1) of this Law shall apply. Article 155.
出卖人交付的标的物不符合质量要求的，买受人可以依照本法第一百一十一条的规定要求承担违约责任。 第一百五十六条	Where the subject matter delivered by the seller does not satisfy quality requirements, the purchaser may demand that the seller assume liability for breach of contract in accordance with the provisions of Article 111 of this Law. Article 156.

出卖人应当按照约定的包装方式交付标的物。对包装方式没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，应当按照通用的方式包装，没有通用方式的，应当采取足以保护标的物的包装方式。

第一百五十七条

买受人收到标的物时应当在约定的检验期间内检验。没有约定检验期间的，应当及时检验。

第一百五十八条

当事人约定检验期间的，买受人应当在检验期间内将标的物的数量或者质量不符合约定的情形通知出卖人。买受人怠于通知的，视为标的物的数量或者质量符合约定。

当事人没有约定检验期间的，买受人应当在发现或者应当发现标的物的数量或者质量不符合约定的合理期间内通知出卖人。买受人在合理期间内未通知或者自标的物收到之日起两年内未通知出卖人的，视为标的物的数量或者质量符合约定，但对标的物有质量保证期的，适用质量保证期，不适用该两年的规定。

出卖人知道或者应当知道提供的标的物不符合约定的，买受人不受前两款规定的通知时间的限制。

第一百五十九条

买受人应当按照约定的数额支付价款。对价款没有约定或者约定不明确的，适用本法第六十一条、第六十二条第二项的规定。

第一百六十条

买受人应当按照约定的地点支付价款。对支付地点没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，买受人应当在出卖人的营业地支付，但约定支付价款以交付标的物或者交付提取标的物单证为条件的，在交付标的物或者交付提取标的物单证的所在地支付。

第一百六十一条

买受人应当按照约定的时间支付价款。对支付时间没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，买受人应当在收到标的物或者提取标的物单证的同时支付。

第一百六十二条

出卖人多交标的物的，买受人可以接收或者拒绝接收多交的部分。买受人接收多交部分的，按照合同的价格支付价款；买受人拒绝接收多交部分的，应当及时通知出卖人。

The seller shall use the agreed method of packaging when delivering the subject matter of the contract. Where there has been no agreement, or no clear agreement, on the method of packaging, and the said methods cannot be determined by reference to the provisions of Article 61 of this Law, usual packaging methods shall be used, and where there are no usual packaging methods, a method of packaging shall be used which adequately protects the subject matter.

Article 157.

When the purchaser takes delivery of the subject matter, it shall conduct inspection of the subject matter within the agreed inspection period. Where there has been no agreement on an inspection period, inspection shall be conducted promptly.

Article 158.

Where the parties agree on an inspection period, the purchaser shall, within the inspection period, notify the seller of any circumstances whereby the quantity or quality of the subject matter is not as agreed. Where the purchaser is slow in notifying the seller, the quality and quantity of the subject matter shall be deemed to be in conformity with the parties' agreement.

Where the parties have no agreement on an inspection period, the purchaser shall notify the seller of any circumstances whereby the quantity or quality of the subject matter is not as agreed within a reasonable period after the purchaser has discovered or should have discovered the said circumstances. Where the purchaser does not provide notification to the seller within a reasonable period or within two (2) years from the date of receipt of the subject matter, the quality and quantity of the subject matter shall be deemed to be in accordance with the parties' agreement, but, if the quality of the subject matter is subject to a quality guarantee period, the said quality guarantee period shall apply, and the said two-year rule shall not apply.

Where the seller knows or ought to know that the supplied subject matter is not as agreed upon by the parties, the purchaser will not be subject to the notification limitation periods outlined in the previous two paragraphs.

Article 159.

The purchaser shall pay the price agreed by the parties. Where there has been no agreement, or no clear agreement, on the price to be paid, the provisions of Article 61 and Article 62(2) of this Law shall apply.

Article 160.

The purchaser shall make all payments at the agreed location. Where there has been no agreement, or no clear agreement, on the place for payment, and the place for payment cannot be determined by reference to the provisions of Article 61 of this Law, the purchaser shall make the payment at the seller's place of business, but if there is a condition of payment that the subject matter be delivered or that a document for the collection of the subject matter be delivered, payment shall be at the place where the subject matter is delivered or a document for the collection of the subject matter is delivered.

Article 161.

The purchaser shall make all payments at the agreed time. Where there has been no agreement, or no clear agreement, on the time for payment, and the time for payment cannot be determined by reference to the provisions of Article 61 of this Law, the purchaser shall make payment at the same time when it receives the subject matter or the document for the collection of the subject matter.

Article 162.

If the seller delivers excessive quantities of the subject matter, the purchaser may accept or refuse to accept those extra items delivered in excess of the agreed amount. Where the purchaser accepts the extra items, they shall be paid for in accordance with the contract price; where the purchaser refuses to accept the extra items, it must promptly notify the seller.

<p>第一百六十三条</p> <p>标的物在交付之前产生的孳息，归出卖人所有，交付之后产生的孳息，归买受人所有。</p> <p>第一百六十四条</p> <p>因标的物的主物不符合约定而解除合同的，解除合同的效力及于从物。因标的物的从物不符合约定被解除的，解除的效力不及于主物。</p>	<p>Article 163.</p> <p>Any interest on the subject matter generated prior to the delivery of the subject matter shall be the property of the seller, and any interest generated after the delivery shall be the property of the purchaser.</p> <p>Article 164.</p> <p>Where the contract is dissolved because the principal subject matter of the contract does not conform to the parties' agreement, the dissolution of the contract will be effective with respect to the accessory subject matter. Where the contract is dissolved because the accessory subject matter of the contract do not conform to the parties' agreement, the dissolution of the contract will not be effective with respect to the principal subject matter.</p>
<p>第一百六十五条</p> <p>标的物为数物，其中一物不符合约定的，买受人可以就该物解除，但该物与他物分离使标的物的价值显受损害的，当事人可以就数物解除合同。</p>	<p>Article 165.</p> <p>Where the subject matter of the contract is made up of a number of items, and one of the said items does not conform to the parties' agreement, the purchaser may reject the said item, but where the separation of the said item from the other items results in a significant reduction in the value of the subject matter as a whole, the relevant party may dissolve the contract in relation to all the items which make up the subject matter.</p>
<p>第一百六十六条</p> <p>出卖人分批交付标的物的，出卖人对其中一批标的物不交付或者交付不符合约定，致使该批标的物不能实现合同目的的，买受人可以就该批标的物解除。</p> <p>出卖人不交付其中一批标的物或者交付不符合约定，致使今后其他各批标的物的交付不能实现合同目的的，买受人可以就该批以及今后其他各批标的物解除。买受人如果就其中一批标的物解除，该批标的物与其他各批标的物相互依存的，可以就已经交付和未交付的各批标的物解除。</p>	<p>Article 166.</p> <p>Where the seller delivers the subject matter of the contract in batches, and the seller does not deliver one of the batches, or one of the batches delivered does not conform to the parties' agreement, and as a result it is not possible to realise the objectives of the contract with respect to the said batch of the subject matter, the purchaser may dissolve the contract in relation to the said batch of the subject matter.</p> <p>Where the seller does not deliver one of the batches of the subject matter, or one of the delivered batches does not conform to the parties' agreement, with the result that the delivery of all the subsequent batches of the subject matter cannot lead to the realisation of the objectives of the contract, the purchaser may dissolve the contract in relation to the said batch as well as all subsequent batches of the subject matter.</p> <p>If the purchaser dissolves the contract with respect to one batch of the subject matter, and the said batch of the subject matter and all the other batches of the subject matter are mutually dependent on one another, the purchaser may dissolve the contract in relation to all batches of the subject matter already delivered as well as all batches of the subject matter yet to be delivered.</p>
<p>第一百六十七条</p> <p>分期付款的买受人未支付到期价款的金额达到全部价款的五分之一的，出卖人可以要求买受人支付全部价款或者解除合同。</p> <p>出卖人解除合同的，可以向买受人要求支付该标的物的使用费。</p> <p>第一百六十八条</p>	<p>Article 167.</p> <p>Where a purchaser paying in periodic instalments has unpaid instalments up to one fifth of the total amount payable, the seller may demand that the purchaser pay the total amount payable or may dissolve the contract.</p> <p>Where the seller dissolves the contract, it may demand that the purchaser pay a fee for the use of the subject matter of the contract.</p>
<p>第一百六十九条</p> <p>凭样品买卖的当事人应当封存样品，并可以对样品质量予以说明。出卖人交付的标的物应当与样品及其说明的质量相同。</p>	<p>Article 168.</p> <p>Parties who purchase and sell items on the basis of samples shall seal up the samples for safekeeping, and may describe the quality of the samples. The quality of the subject matter delivered by the seller shall be consistent with the quality of the samples as well as the relevant description.</p>
<p>第一百七十条</p> <p>凭样品买卖的买受人不知道样品有隐蔽瑕疵的，即使交付的标的物与样品相同，出卖人交付的标的物的质量仍然应当符合同种物的通常标准。</p>	<p>Article 169.</p> <p>If a purchaser purchases items on the basis of samples but does not know that the samples contain hidden defects, the quality of the subject matter delivered by the seller shall still satisfy the usual standards for goods of a similar kind, even if the subject matter delivered is identical to the samples.</p>
<p>试用买卖的当事人可以约定标的物的试用期间。对试用期间没有</p>	<p>Article 170.</p> <p>Parties who purchase and sell items on a trial basis may agree on a trial period for the subject matter of the contract. Where there has been no</p>

约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，由出卖人确定。	agreement, or no clear agreement, on the length of the trial period, and the length of the said trial period cannot be determined by reference to the provisions of Article 61 of this Law, it shall be determined by the seller.
第一百七十一条	Article 171.
试用买卖的买受人在试用期内可以购买标的物，也可以拒绝购买。试用期间届满，买受人对是否购买标的物未作表示的，视为购买。	A purchaser who purchases items on a trial basis may either purchase the subject matter or refuse to purchase the subject matter within the trial period. A purchaser who has not indicated whether or not it intends to purchase the subject matter at the expiry of the trial period shall be deemed to have purchased the subject matter.
第一百七十二条	Article 172.
招标投标买卖的当事人的权利和义务以及招标投标程序等，依照有关法律、行政法规的规定。	The rights and responsibilities of parties who purchase and sell items on a tendering basis, as well as procedures for the invitation and submission of tenders, etc, shall be determined in accordance with the provisions of relevant laws and administrative regulations.
第一百七十三条	Article 173.
拍卖的当事人的权利和义务以及拍卖程序等，依照有关法律、行政法规的规定。	The rights and responsibilities of parties at an auction as well as auctioning procedures, etc, shall be determined in accordance with the provisions of relevant laws and administrative regulations.
第一百七十四条	Article 174.
法律对其他有偿合同有规定的，依照其规定；没有规定的，参照买卖合同的有关规定。	Where there are provisions of laws that govern other types of contracts for value, such provisions shall be followed; where there are no legal provisions governing such contracts, the relevant provisions of the laws applying to purchase and sales contracts shall be consulted.
第一百七十五条	Article 175.
当事人约定易货交易，转移标的物的所有权的，参照买卖合同的有关规定。	Where parties agree to engage in a barter transaction, whereby ownership of the subject matter is transferred, the relevant provisions applying to purchase and sales contracts shall be consulted.
第十章 供用电、水、气、热力合同	CHAPTER X — CONTRACTS FOR THE SUPPLY AND CONSUMPTION OF ELECTRICITY, WATER, GAS AND HEATING
第一百七十六条	Article 176.
供用电合同是供电人向用电人供电，用电人支付电费的合同。	A contract for the supply and consumption of electricity is a contract under which the electricity supplier supplies electricity to the electricity consumer, and the electricity consumer pays an electricity fee.
第一百七十七条	Article 177.
供用电合同的内容包括供电的方式、质量、时间，用电容量、地址、性质，计量方式，电价、电费的结算方式，供用电设施的维护责任等条款。	A contract for the supply and consumption of electricity shall include clauses dealing with the methods, quality and time of electricity supply, the volume and nature of the electricity to be consumed and the address at which it is to be consumed, methods of calculation of the amount of electricity used, methods of account settlement in relation to electricity prices and electricity fees, responsibility for the repair of electricity supply facilities, etc.
第一百七十八条	Article 178.
供用电合同的履行地点，按照当事人约定；当事人没有约定或者约定不明确的，供电设施的产权分界处为履行地点。	The place at which a contract for the supply and consumption of electricity is to be performed shall be agreed on by the parties; where the parties have not agreed, or have not come to a clear agreement, on the place of performance, the place of performance shall be within the boundaries of those areas within which the electricity supplier has property rights in electricity supply facilities.
第一百七十九条	Article 179.
供电人应当按照国家规定的供电质量标准 and 约定安全供电。供电人未按照国家规定的供电质量标准和约定安全供电，造成用电人损失的，应当承担损害赔偿赔偿责任。	The electricity supplier shall provide electricity safely in accordance with electricity supply standards stipulated by the State and as agreed by the parties. Where the electricity supplier fails to provide electricity safely in accordance with electricity supply standards stipulated by the State and as agreed by the parties, resulting in losses to the electricity consumer, the electricity supplier shall be liable to pay compensatory damages.
第一百八十条	Article 180.
供电人因供电设施计划检修、临时检修、依法限电或者用电人违法用电等原因，需要中断供电时，应当按照国家有关规定事先通知用电人。未事先通知用电人中断供	Where the electricity supplier needs to interrupt the supply of electricity due to scheduled or non-scheduled repairs on electricity supply facilities, or due to electricity restrictions required by law, or the illegal consumption of electricity by the electricity consumer, etc, the supplier shall notify the consumer in advance in accordance with relevant state regulations. Where

电,造成用电人损失的,应当承担 损害赔偿赔偿责任。	the supplier fails to notify the consumer in advance that the supply of electricity is to be interrupted, and as a result the consumer sustains losses, the supplier shall be liable to pay compensatory damages.
第一百八十一条	Article 181.
因自然灾害等原因断电,供电人应当按照国家有关规定及时抢修。未及时抢修,造成用电人损失的,应当承担损害赔偿赔偿责任。	Where electricity supply is cut off due to natural disasters, etc, the electricity supplier shall, in accordance with relevant state regulations, immediately make urgent repairs. Where the electricity supplier fails to make the urgent repairs immediately, and as a result the electricity consumer sustains losses, the supplier shall be liable to pay compensatory damages.
第一百八十二条	Article 182.
用电人应当按照国家有关规定和当事人的约定及时交付电费。用电人逾期不交付电费的,应当按照约定支付违约金。经催告用电人在合理期限内仍不交付电费和违约金的,供电人可以按照国家规定的程序中止供电。	The electricity consumer shall promptly pay electricity fees in accordance with relevant state regulations and as agreed between the parties. Where the consumer is overdue in its payment of electricity fees, it shall pay a penalty for breach of contract in accordance with the parties' agreement. Where the supplier has called on the consumer to make a payment, but within a reasonable period of time the consumer has still not paid the said electricity fees or the penalty for breach of contract, the supplier may cut off the supply of electricity in accordance with procedures stipulated by the State.
第一百八十三条	Article 183.
用电人应当按照国家有关规定和当事人的约定安全用电。用电人未按照国家有关规定和当事人的约定安全用电,造成供电人损失的,应当承担损害赔偿赔偿责任。	The electricity consumer shall consume electricity safely in accordance with relevant state regulations and as agreed by the parties. Where the electricity consumer fails to consume electricity safely in accordance with relevant state regulations and as agreed by the parties, resulting in losses to the electricity supplier, the electricity consumer shall be liable to pay compensatory damages.
第一百八十四条	Article 184.
供用水、供用气、供用热力合同,参照供用电合同的有关规定。	With respect to contracts for the supply and consumption of water, gas and heating, the relevant provisions applying to contracts for the supply and consumption of electricity shall be consulted.
第十一章 赠与合同	CHAPTER XI — GIFT CONTRACTS
第一百八十五条	Article 185.
赠与合同是赠与人将自己的财产无偿给予受赠人,受赠人表示接受赠与的合同。	A gift contract is a contract under which the donor gives its own property to the donee without consideration, and the donee indicates its acceptance of the gift.
第一百八十六条	Article 186.
赠与人在赠与财产的权利转移之前可以撤销赠与。	The donor may revoke the gift at any stage prior to the transfer of its proprietary interests in the granted property.
具有救灾、扶贫等社会公益、道德义务性质的赠与合同或者经过公证的赠与合同,不适用前款规定。	The preceding paragraph shall not apply to gift contracts for the public welfare or in compliance with a moral obligation, such as contracts for disaster or poverty relief, etc, or gift contracts which have already been notarised.
第一百八十七条	Article 187.
赠与的财产依法需要办理登记等手续的,应当办理有关手续。	Where it is necessary to complete registration and other procedures in relation to the granted property in accordance with the law, the relevant procedures shall be completed.
第一百八十八条	Article 188.
具有救灾、扶贫等社会公益、道德义务性质的赠与合同或者经过公证的赠与合同,赠与人不交付赠与的财产的,受赠人可以要求交付。	Where the donor fails to deliver property granted according to gift contracts for the public welfare or in compliance with a moral obligation, such as contracts for disaster or poverty relief, etc, or according to gift contracts which have already been notarised, the donee may demand that the said property be delivered.
第一百八十九条	Article 189.
因赠与人故意或者重大过失致使赠与的财产毁损、灭失的,赠与人应当承担损害赔偿赔偿责任。	Where, as a result of a deliberate act or gross negligence on the part of the donor, the granted property is damaged or lost, the donor shall be liable to pay compensatory damages for the losses sustained.
第一百九十条	Article 190.
赠与可以附义务。	There may be obligations attached to the making of a gift.

<p>赠与附义务的，受赠人应当按照约定履行义务。</p> <p>第一百九十一条</p>	<p>Where obligations are attached to the making of a gift, the donee shall perform these obligations as agreed.</p> <p>Article 191.</p>
<p>赠与的财产有瑕疵的，赠与人不承担责任。附义务的赠与，赠与的财产有瑕疵的，赠与人在附义务的限度内承担与出卖人相同的责任。</p>	<p>Where the granted property contains a defect, the donor shall not bear any liability. Where obligations on the donee are attached to the making of the gift by the donor, and the granted property contains a defect, the donor shall, to an extent limited by the nature of the donee's obligations, bear the same liability as that of a seller.</p>
<p>赠与人故意不告知瑕疵或者保证无瑕疵，造成受赠人损失的，应当承担损害赔偿责任。</p> <p>第一百九十二条</p>	<p>Where the donor deliberately fails to inform the donee of the defects or warrants that there are no defects, and as a result the donee sustains losses, the donor shall be liable to pay compensatory damages.</p> <p>Article 192.</p>
<p>受赠人有下列情形之一的，赠与人可以撤销赠与：</p> <p>（一）严重侵害赠与人或者赠与人的近亲属；</p> <p>（二）对赠与人有扶养义务而不履行；</p> <p>（三）不履行赠与合同约定的义务。</p>	<p>Where the donee is involved in any of the following situations, the donor may revoke the gift:</p> <p>(1) the donee seriously harms or infringes the rights or interests of the donor or the donor's close relatives;</p> <p>(2) the donee has an obligation to provide for the donor but fails to fulfil this obligation; or</p> <p>(3) the donee does not perform obligations agreed upon in the gift contract.</p>
<p>赠与人的撤销权，自知道或者应当知道撤销原因之日起一年内行使。</p> <p>第一百九十三条</p>	<p>The donor's right of revocation must be exercised within one (1) year of the date on which the donor knows or ought to know of the circumstances out of which the right of revocation has arisen.</p> <p>Article 193.</p>
<p>因受赠人的违法行为致使赠与人死亡或者丧失民事行为能力的，赠与人的继承人或者法定代理人可以撤销赠与。</p> <p>赠与人的继承人或者法定代理人的撤销权，自知道或者应当知道撤销原因之日起六个月内行使。</p> <p>第一百九十四条</p>	<p>Where, as a result of the donee's illegal conduct, the donor dies or loses the capacity for civil acts, the donor's heir or legal agent may revoke the gift.</p> <p>The right of revocation enjoyed by the donor's heir or legal agent must be exercised within six (6) months of the date on which the relevant person or persons knows or ought to know of the circumstances out of which the right of revocation has arisen.</p> <p>Article 194.</p>
<p>撤销权人撤销赠与的，可以向受赠人要求返还赠与的财产。</p> <p>第一百九十五条</p>	<p>Where the party with the right of revocation revokes the gift, the said party may demand that the donee return the granted property.</p> <p>Article 195.</p>
<p>赠与人的经济状况显著恶化，严重影响其生产经营或者家庭生活的，可以不再履行赠与义务。</p> <p>第十二章 借款合同</p> <p>第一百九十六条</p>	<p>Where there is a marked deterioration in the economic situation of the donor, seriously affecting the donor's production and business operations or family life, the donor may cease to perform the gift obligations.</p> <p>CHAPTER XII — LOAN CONTRACTS</p> <p>Article 196.</p>
<p>借款合同是借款人向贷款人借款，到期返还借款并支付利息的合同。</p> <p>第一百九十七条</p>	<p>A loan contract is a contract under which a borrower borrows money from a lender, repays the loan as it becomes due and also pays interest.</p> <p>Article 197.</p>
<p>借款合同采用书面形式，但自然人之间借款另有约定的除外。借款合同的内容包括借款种类、币种、用途、数额、利率、期限和还款方式等条款。</p> <p>第一百九十八条</p>	<p>Loan contracts shall be in writing, except in the case of a loan between natural persons where the parties agree otherwise.</p> <p>A loan contract shall include clauses dealing with the type of loan, the type of currency, uses to which the principal may be put, the amount loaned, interest, the loan period, and methods of repayment, etc.</p> <p>Article 198.</p>
<p>订立借款合同，贷款人可以要求借款人提供担保。担保依照《中华人民共和国担保法》的规定。</p> <p>第一百九十九条</p>	<p>When concluding a loan contract, the lender may request that the borrower provide a guarantee. The said guarantee must be in accordance with the provisions of the Law of the People's Republic of China on Guarantees.</p> <p>Article 199.</p>

<p>订立借款合同，借款人应当按照贷款人的要求提供与借款有关的业务活动和财务状况的真实情况。</p> <p>第二百条</p>	<p>When concluding a loan contract, the borrower shall, as requested by the lender, provide a true account of the business activities and financial circumstances relating to the loan.</p> <p>Article 200.</p>
<p>借款的利息不得预先在本金中扣除。利息预先在本金中扣除的，应当按照实际借款数额返还借款并计算利息。</p> <p>第二百零一条</p>	<p>Interest on the loan shall not be deducted from the loan principal in advance. If interest is deducted from the principal in advance, the loan shall be repaid and interest shall be calculated on the basis of the actual amount lent.</p> <p>Article 201.</p>
<p>贷款人未按照约定的日期、数额提供借款，造成借款人损失的，应当赔偿损失。</p>	<p>Where the lender fails to forward the principal to the borrower on the agreed date and/or in the agreed amount, and the borrower sustains losses as a result, the lender shall provide compensation for the said losses.</p>
<p>借款人未按照约定的日期、数额收取借款的，应当按照约定的日期、数额支付利息。</p> <p>第二百零二条</p>	<p>Where the borrower fails to collect the principal on the agreed date and/or in the agreed amount, the borrower shall still pay interest according to the agreed date and/or agreed amount.</p> <p>Article 202.</p>
<p>贷款人按照约定可以检查、监督借款的使用情况。借款人应当按照约定向贷款人定期提供有关财务会计报表等资料。</p> <p>第二百零三条</p>	<p>The lender may, as agreed, inspect or supervise the borrower's use of the loan principal. The borrower shall, as agreed, periodically provide relevant materials to the lender such as financial accounting statements, etc.</p> <p>Article 203.</p>
<p>借款人未按照约定的借款用途使用借款的，贷款人可以停止发放借款、提前收回借款或者解除合同。</p> <p>第二百零四条</p>	<p>Where the borrower does not use the principal in accordance with agreed uses, the lender may suspend the issue of the principal, recall the loan in advance, or dissolve the contract.</p> <p>Article 204.</p>
<p>办理贷款业务的金融机构贷款的利率，应当按照中国人民银行规定的贷款利率的上下限确定。</p> <p>第二百零五条</p>	<p>Interest on money lent by financial organisations which handle loan business shall be within the range for interest rates on loans stipulated by the People's Bank of China.</p> <p>Article 205.</p>
<p>借款人应当按照约定的期限支付利息。对支付利息的期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定，借款期间不满一年的，应当在返还借款时一并支付；借款期间一年以上的，应当在每届满一年时支付，剩余期间不满一年的，应当在返还借款时一并支付。</p> <p>第二百零六条</p>	<p>The borrower shall pay interest within the agreed time period. Where there has been no agreement or no clear agreement as to the time period for the payment of interest, and the said time period cannot be determined by reference to the provisions of Article 61 of this Law, then where the loan period is less than one (1) year, interest shall be paid at the same time that the principal is repaid in full; where the loan period is one (1) year or longer, then interest shall be paid at the completion of each year of the loan period, and where that part of the loan period which remains is less than one (1) year, the remaining interest shall be paid at the same time that the principal is repaid in full.</p> <p>Article 206.</p>
<p>借款人应当按照约定的期限返还借款。对借款期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，借款人可以随时返还；贷款人可以催告借款人在合理期限内返还。</p> <p>第二百零七条</p>	<p>The borrower shall repay the principal within the agreed time period. Where there has been no agreement or no clear agreement as to the period of the loan, and the said loan period cannot be determined by reference to the provisions of Article 61 of this Law, the borrower may repay the loan at any time; the lender may call on the borrower to repay the loan within a reasonable period of time.</p> <p>Article 207.</p>
<p>借款人未按照约定的期限返还借款的，应当按照约定或者国家有关规定支付逾期利息。</p> <p>第二百零八条</p>	<p>Where the borrower fails to repay the loan principal within the agreed period of time, the borrower shall pay interest for late payment as agreed or in accordance with relevant state regulations.</p> <p>Article 208.</p>
<p>借款人提前偿还借款的，除当事人另有约定的以外，应当按照实际借款的期间计算利息。</p> <p>第二百零九条</p>	<p>Where the borrower repays the loan principal in advance, then except where the parties agree otherwise, interest shall be calculated on the basis of the actual period of the loan.</p> <p>Article 209.</p>
<p>借款人可以在还款期限届满之前向贷款人申请展期。贷款人同意的，可以展期。</p> <p>第二百一十条</p>	<p>The borrower may, prior to the expiry of the loan period, apply to the lender for an extension of the loan period. Where the lender agrees, the loan period may be extended.</p> <p>Article 210.</p>

<p>自然人之间的借款合同，自贷款人提供借款时生效。 第二百一十一条</p>	<p>Loan contracts between natural persons shall take effect from the time the lender supplies the loan principal. Article 211.</p>
<p>自然人之间的借款合同对支付利息没有约定或者约定不明确的，视为不支付利息。</p>	<p>With respect to a loan contract between natural persons, where there has been no agreement or no clear agreement as to whether or not interest is to be paid, it shall be deemed that interest is not to be paid.</p>
<p>自然人之间的借款合同约定支付利息的，借款的利率不得违反国家有关限制借款利率的规定。</p>	<p>With respect to a loan contract between natural persons, where it is agreed that interest is to be paid, the interest rates on the said loan must not violate relevant state provisions which place restrictions on interest rates on loans.</p>
<p>第十三章 租赁合同 第二百一十二条</p>	<p>CHAPTER XIII — LEASING CONTRACTS Article 212.</p>
<p>租赁合同是出租人将租赁物交付承租人使用、收益，承租人支付租金的合同。 第二百一十三条</p>	<p>A leasing contract is a contract under which the lessor delivers the leased goods to the lessee, and the lessee uses the leased goods, enjoys benefits derived from the leased goods, and makes rental payments. Article 213.</p>
<p>租赁合同的内容包括租赁物的名称、数量、用途、租赁期限、租金及其支付期限和方式、租赁物维修等条款。 第二百一十四条</p>	<p>A leasing contract shall include clauses dealing with the name, quantity and uses of the leased goods, the period of the lease, rent, deadlines for rent payments and methods of payment, the repair of the leased goods, etc. Article 214.</p>
<p>租赁期限不得超过二十年。超过二十年的，超过部分无效。</p>	<p>The period of the lease may not exceed twenty (20) years. Where the lease exceeds twenty (20) years, that part of the lease beyond the said limit shall be invalid.</p>
<p>租赁期间届满，当事人可以续订租赁合同，但约定的租赁期限自续订之日起不得超过二十年。 第二百一十五条</p>	<p>When the lease period has expired, the parties may renew the leasing contract, but the lease period agreed upon may not be more than twenty (20) years from the date of the renewal. Article 215.</p>
<p>租赁期限六个月以上的，应当采用书面形式。当事人未采用书面形式的，视为不定期租赁。 第二百一十六条</p>	<p>Where the lease period is six (6) months or more, the lease shall be in writing. If the parties do not conclude the lease in writing, the lease is deemed to be for an indefinite period. Article 216.</p>
<p>出租人应当按照约定将租赁物交付承租人，并在租赁期间保持租赁物符合约定的用途。 第二百一十七条</p>	<p>The lessor shall deliver the leased goods to the lessee as agreed, and shall, for the duration of the lease period, preserve the leased goods in a condition fit for their agreed usages. Article 217.</p>
<p>承租人应当按照约定的方法使用租赁物。对租赁物的使用方法没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，应当按照租赁物的性质使用。 第二百一十八条</p>	<p>The lessee shall use the leased goods in accordance with usages agreed by the parties. Where there has been no agreement or no clear agreement as to the permitted usages of the leased goods, and it is not possible to determine the issue in accordance with the provisions of Article 61 of this Law, the leased goods shall be used in a manner consistent with the nature of the said goods. Article 218.</p>
<p>承租人按照约定的方法或者租赁物的性质使用租赁物，致使租赁物受到损耗的，不承担损害赔偿责任。 第二百一十九条</p>	<p>If the lessee uses the leased goods in accordance with the agreed usages or in a manner consistent with the nature of the leased goods, and there is wear and tear to the leased goods as a result, the lessee shall not be liable to pay compensatory damages for any losses sustained. Article 219.</p>
<p>承租人未按照约定的方法或者租赁物的性质使用租赁物，致使租赁物受到损失的，出租人可以解除合同并要求赔偿损失。 第二百二十条</p>	<p>If the lessee does not use the leased goods in accordance with the agreed usages or not in a manner consistent with the nature of the leased goods, and there is wear and tear to the leased goods as a result, the lessor may dissolve the contract and demand compensation for the losses sustained. Article 220.</p>
<p>出租人应当履行租赁物的维修义务，但当事人另有约定的除外。 第二百二十一条</p>	<p>The lessor shall perform its obligation to make repairs to the leased goods, except where the parties agree otherwise. Article 221.</p>
<p>承租人在租赁物需要维修时可</p>	<p>When the leased goods need to be repaired, the lessee may demand that</p>

<p>以要求出租人在合理期限内维修。出租人未履行维修义务的，承租人可以自行维修，维修费用由出租人负担。因维修租赁物影响承租人使用的，应当相应减少租金或者延长租期。</p> <p>第二百二十二条</p>	<p>the lessor make repairs within a reasonable period of time. If the lessor does not perform its obligation to make repairs, the lessee may make the repairs itself, and responsibility for expenses relating to the repairs shall be borne by the lessor. Where the repairs to the leased goods affect the lessee's ability to use the leased goods, rent shall be correspondingly reduced or the lease period shall be correspondingly extended.</p> <p>Article 222.</p>
<p>承租人应当妥善保管租赁物，因保管不善造成租赁物毁损、灭失的，应当承担损害赔偿责任。</p> <p>第二百二十三条</p>	<p>The lessee shall take appropriate care of the leased goods, and if there is damage or loss in relation to the leased goods through a failure to take appropriate care, the lessee shall be liable to pay compensation for any losses sustained.</p> <p>Article 223.</p>
<p>承租人经出租人同意，可以对租赁物进行改善或者增设他物。承租人未经出租人同意，对租赁物进行改善或者增设他物的，出租人可以要求承租人恢复原状或者赔偿损失。</p> <p>第二百二十四条</p>	<p>The lessee may, with the consent of the lessor, make improvements to, or affix attachments to the leased goods.</p> <p>Where the lessee makes improvements to, or affixes attachments to the leased goods without obtaining the consent of the lessor, the lessor may demand that the leased goods be restored to their original condition, or may demand compensation for any losses sustained.</p> <p>Article 224.</p>
<p>承租人经出租人同意，可以将租赁物转租给第三人。承租人转租的，承租人与出租人之间的租赁合同继续有效，第三人对租赁物造成损失的，承租人应当赔偿损失。</p> <p>第二百二十五条</p>	<p>The lessee may, with the consent of the lessor, sublease the leased goods to a third party. Where the lessee subleases the leased goods, the leasing contract between the lessor and the lessee shall continue to be in effect, and if the third party causes damage to the leased property, the lessee shall provide compensation for the losses sustained.</p> <p>Where the lessee subleases the leased goods without the consent of the lessor, the lessor may dissolve the contract.</p> <p>Article 225.</p>
<p>承租人未经出租人同意转租的，出租人可以解除合同。</p> <p>第二百二十六条</p>	<p>Any benefits obtained by the lessee by reason of its possession or use of the leased goods shall be the property of the lessee, except where the parties agree otherwise.</p> <p>Article 226.</p>
<p>在租赁期间因占有、使用租赁物获得的收益，归承租人所有，但当事人另有约定的除外。</p> <p>第二百二十七条</p>	<p>The lessee shall pay rent in accordance with the agreed deadlines. Where there has been no agreement or no clear agreement as to the deadlines for the payment of rent, and it is not possible to determine the issue in accordance with the provisions of Article 61 of this Law, then where the lease period is less than one (1) year, rent shall be paid at the expiry of the lease period; where the lease period is one (1) year or longer, rent shall be paid at the completion of each year of the lease period, and where that part of the lease period which remains is less than one (1) year, all outstanding rent shall be paid at the expiry of the lease period.</p> <p>Article 227.</p>
<p>承租人应当按照约定的期限支付租金。对支付期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定，租赁期间不满一年的，应当在租赁期间届满时支付；租赁期间一年以上的，应当在每届满一年时支付，剩余期间不满一年的，应当在租赁期间届满时支付。</p> <p>第二百二十八条</p>	<p>Where the lessee, without a legitimate reason, does not pay rent or is late in making a rent payment, the lessor may demand that the lessee make the relevant payment within a reasonable period of time. If at the conclusion of the said time period the lessee has not made the payment, the lessor may dissolve the contract.</p> <p>Article 228.</p>
<p>承租人无正当理由未支付或者迟延履行租金的，出租人可以要求承租人在合理期限内支付。承租人逾期不支付的，出租人可以解除合同。</p> <p>第二百二十九条</p>	<p>Where the lessee is unable to use or obtain benefit from the leased goods because a third party claims an interest in the said goods, the lessee may demand that the rent be reduced or not pay rent.</p> <p>Where a third party claims an interest in the leased goods, the lessee shall promptly notify the lessor.</p> <p>Article 229.</p>
<p>因第三人主张权利，致使承租人不能对租赁物使用、收益的，承租人可以要求减少租金或者不支付租金。</p> <p>第三人主张权利的，承租人应当及时通知出租人。</p> <p>第二百三十条</p>	<p>Any change in the ownership of the leased goods during the period of the lease shall have no effect on the validity of the leasing contract.</p> <p>Article 230.</p>
<p>租赁物在租赁期间发生所有权变动的，不影响租赁合同的效力。</p> <p>第二百三十一条</p>	<p>Where the lessor intends to offer for sale a house which is subject to a lease, the lessor shall notify the lessee within a reasonable period before</p>
<p>出租人出卖租赁房屋的，应当在出卖之前的合理期限内通知承租</p>	

人，承租人享有以同等条件优先购买的权利。	the house is offered for sale, and the lessee has a priority right to purchase the house on equal terms.
第二百三十一条	Article 231.
因不可归责于承租人的事由，致使租赁物部分或者全部毁损、灭失的，承租人可以要求减少租金或者不支付租金；因租赁物部分或者全部毁损、灭失，致使不能实现合同目的的，承租人可以解除合同。	Where the leased property is damaged or lost wholly or in part as a result of circumstances for which the lessee cannot be held responsible, the lessee may demand that the rent be reduced or not pay rent; where, the objectives of the contract cannot be realised owing to the loss of or damage to the whole or part of the leased property, the lessee may dissolve the contract.
第二百三十二条	Article 232.
当事人对租赁期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，视为不定期租赁。当事人可以随时解除合同，但出租人解除合同应当在合理期限之前通知承租人。	Where the parties have not agreed or have not come to a clear agreement on the period of the lease, and it is not possible to determine the lease period in accordance with the provisions of Article 61 of this Law, the lease shall be deemed to be for an indefinite period. In such a case the parties may dissolve the contract at any time, but where the lessor seeks to dissolve the contract, it shall notify the lessee a reasonable time in advance.
第二百三十三条	Article 233.
租赁物危及承租人的安全或者健康的，即使承租人订立合同时明知该租赁物质量不合格，承租人仍然可以随时解除合同。	If the leased goods pose a threat to the safety or health of the lessee, then even if, at the time of concluding the contract, the lessee is fully aware that the leased goods are not of a satisfactory quality, the lessee may still dissolve the contract at any time.
第二百三十四条	Article 234.
承租人在房屋租赁期间死亡的，与其生前共同居住的人可以按照原租赁合同租赁该房屋。	Where the lessee dies during the period of the lease of a house, any joint tenants of the deceased lessee prior to his or her death may lease the said house in accordance with the original leasing contract.
第二百三十五条	Article 235.
租赁期间届满，承租人应当返还租赁物。返还的租赁物应当符合按照约定或者租赁物的性质使用后的状态。	Once the lease period has expired, the lessee shall return the leased goods. At the time of their return, the leased goods shall be in a condition consistent with their having been used in the agreed manner or in an appropriate manner given the nature of the said goods.
第二百三十六条	Article 236.
租赁期间届满，承租人继续使用租赁物，出租人没有提出异议的，原租赁合同继续有效，但租赁期限为不定期。	Where the lessee continues to use the leased goods after the expiry of the lease period, provided the lessor does not raise any objections, the original lease contract shall continue to be effective, but the lease will become a lease for an indefinite period.
第十四章 融资租赁合同	CHAPTER XIV — FINANCIAL LEASING CONTRACTS
第二百三十七条	Article 237.
融资租赁合同是出租人根据承租人对出卖人、租赁物的选择，向出卖人购买租赁物，提供给承租人使用，承租人支付租金的合同。	A financial leasing contract is a contract under which a lessor purchases leased goods from a seller on the basis of a lessee's choice of seller and leased goods, and the lessor then provides the goods for use by the lessee, for which the lessee pays rent.
第二百三十八条	Article 238.
融资租赁合同的内容包括租赁物名称、数量、规格、技术性能、检验方法、租赁期限、租金构成及其支付期限和方式、币种、租赁期间届满租赁物的归属等条款。	A financial leasing contract shall include clauses dealing with the name, quantity, specifications, technical functions, and methods of inspection of the leased goods, the period of the lease, composition of the rent as well as deadlines for rent payments and methods of payment, types of currency to be used, ownership of the leased goods upon the expiry of the lease period, etc.
融资租赁合同应当采用书面形式。	A financial leasing contract shall be in writing.
第二百三十九条	Article 239.
出租人根据承租人对出卖人、租赁物的选择订立的买卖合同，出卖人应当按照约定向承租人交付标的物，承租人享有与受领标的物有关的买受人的权利。	The lessor shall conclude a purchase and sales contract in accordance with the lessee's choices as to the seller and the leased goods, the seller shall deliver to the lessee the subject matter of the said contract as agreed, and the lessee shall enjoy the rights of a purchaser in relation to the receipt of subject matter.
第二百四十条	Article 240.
出租人、出卖人、承租人可以约定，出卖人不履行买卖合同义务的，由承租人行使索赔的权利。承	The lessor, seller and lessee may agree that if the seller does not perform its obligations under the purchase and sales contract, the right to claim compensation will be exercised by the lessee. Where the lessee exercises

租人行使索赔权利的，出租人应当协助。	the right to claim compensation, the lessor shall provide assistance.
第二百四十一条	Article 241.
出租人根据承租人对出卖人、租赁物的选择订立的买卖合同，未经承租人同意，出租人不得变更与承租人有关的合同内容。	With respect to the purchase and sales contract concluded by the lessor in accordance with the lessee's choices as to the seller and the leased goods to be purchased, the lessor shall not, without the consent of the lessee, alter any part of the contract which is of relevance to the lessee.
第二百四十二条	Article 242.
出租人享有租赁物的所有权。承租人破产的，租赁物不属于破产财产。	The lessor shall enjoy the ownership of the leased goods. If the lessor becomes bankrupt, the leased goods shall not be included as part of the bankruptcy property.
第二百四十三条	Article 243.
融资租赁合同的租金，除当事人另有约定的以外，应当根据购买租赁物的大部分或者全部成本以及出租人的合理利润确定。	In a financial leasing contract, except where the parties agree otherwise, rent shall be determined in accordance with the total cost or the majority of the cost of purchasing the leased goods and also on the basis that the lessor shall receive a reasonable profit.
第二百四十四条	Article 244.
租赁物不符合约定或者不符合使用目的的，出租人不承担责任，但承租人依赖出租人的技能确定租赁物或者出租人干预选择租赁物的除外。	Where the leased goods do not conform to the parties' agreement or are not suitable to be used as intended, the lessor shall not be responsible, unless the lessee relied on the lessor's technical skills when deciding upon the leased goods, or the lessor interfered with the lessee's choice of leased goods.
第二百四十五条	Article 245.
出租人应当保证承租人对租赁物的占有和使用。	The lessor shall provide guarantees as to the lessee's possession and use of the leased goods.
第二百四十六条	Article 246.
承租人占有租赁物期间，租赁物造成第三人的人身伤害或者财产损害的，出租人不承担责任。	The lessor shall not be liable for personal injury or damage to the property of a third party caused by the leased goods while the leased goods are in the possession of the lessee.
第二百四十七条	Article 247.
承租人应当妥善保管、使用租赁物。	The lessee shall take appropriate care and make proper use of the leased goods.
承租人应当履行占有租赁物期间的维修义务。	The lessee shall fulfil its obligation to carry out repairs while in possession of the leased goods.
第二百四十八条	Article 248.
承租人应当按照约定支付租金。承租人经催告后在合理期限内仍不支付租金的，出租人可以要求支付全部租金；也可以解除合同，收回租赁物。	The lessee shall make all rental payments as agreed. Where the lessee has still not paid rent within a reasonable period after being called upon to make the relevant payment, the lessor may demand that all the rent be paid; the lessor may also dissolve the contract, and recall the leased goods.
第二百四十九条	Article 249.
当事人约定租赁期间届满租赁物归承租人所有，承租人已经支付大部分租金，但无力支付剩余租金，出租人因此解除合同收回租赁物的，收回的租赁物的价值超过承租人欠付的租金以及其他费用的，承租人可以要求部分返还。	Where the parties have agreed that at the expiry of the lease period the leased goods shall be the property of the lessee, and the lessee has already paid most of the rent but is unable to pay the outstanding rent, and for this reason the lessor dissolves the contract and recalls the leased goods, then where the value of the leased goods recalled is greater than the amount of rent owed by the lessee plus other expenses, the lessee may demand that the money it has paid be returned in part.
第二百五十条	Article 250.
出租人和承租人可以约定租赁期间届满租赁物的归属。对租赁物的归属没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，租赁物的所有权归出租人。	The lessor and the lessee may come to an agreement as to ownership of the leased goods upon the expiry of the lease period. Where there has been no agreement or no clear agreement as to the ownership of the leased goods at the expiry of the lease period, and it is not possible to determine the issue in accordance with the provisions of Article 61 of this Law, the lessor shall own the leased goods.
第十五章 承揽合同	CHAPTER XV — WORK CONTRACTS
第二百五十一条	Article 251.
承揽合同是承揽人按照定作人的要求完成工作，交付工作成果，	A work contract is a contract under which a contractor completes work in accordance with the requirements of a party which places an order, delivers

定作人给付报酬的合同。	the fruits of the said labour, and for which the party that placed the order provides remuneration.
承揽包括加工、定作、修理、复制、测试、检验等工作。	"Work" here includes processing, work done to order, repairs, reproduction, testing, inspection, etc.
第二百五十二条	Article 252.
承揽合同的内容包括承揽的标的、数量、质量、报酬、承揽方式、材料的提供、履行期限、验收标准和方法等条款。	A work contract shall include clauses dealing with the subject matter, quantity and quality of the work contracted for, remuneration, contracting methods, the supply of materials, the period for performance, and standards and methods of examination and acceptance, etc.
第二百五十三条	Article 253.
承揽人应当以自己的设备、技术和劳力，完成主要工作，但当事人另有约定的除外。	The contractor shall complete all major work tasks with its own equipment, technology and labour, except where the parties agree otherwise.
承揽人将其承揽的主要工作交由第三人完成的，应当就该第三人完成的工作成果向定作人负责；未经定作人同意的，定作人也可以解除合同。	Where the contractor assigns a major work task under the contract to a third party for completion, the contractor shall bear responsibility to the party which has placed the order in relation to the results of the said work completed by the third party; where the party which has placed the order has not consented to the work being completed by a third party, the party which has placed the order may terminate the contract.
第二百五十四条	Article 254.
承揽人可以将其承揽的辅助工作交由第三人完成。承揽人将其承揽的辅助工作交由第三人完成的，应当就该第三人完成的工作成果向定作人负责。	The contractor may assign an auxiliary work task under the contract to a third party for completion. Where the contractor assigns an auxiliary work task under the contract to a third party for completion, the contractor shall bear responsibility to the party which has placed the order in relation to the results of the said work completed by the third party.
第二百五十五条	Article 255.
承揽人提供材料的，承揽人应当按照约定选用材料，并接受定作人检验。	Where the contractor supplies materials, the contractor shall select and use the said materials in the agreed manner, and shall submit to examination and acceptance procedures conducted by the party which has placed the order.
第二百五十六条	Article 256.
定作人提供材料的，定作人应当按照约定提供材料。承揽人对定作人提供的材料，应当及时检验，发现不符合约定时，应当及时通知定作人更换、补齐或者采取其他补救措施。	Where the party which has placed the order supplies materials, the said party shall supply the said materials in the agreed manner. The contractor shall promptly inspect the materials supplied by the party which has placed the order. If the contractor discovers that certain materials do not comply with the agreed specifications, the contractor shall promptly notify the party which has placed the order of the need to replace the materials, supply more materials or take other remedial measures.
承揽人不得擅自更换定作人提供的材料，不得更换不需要修理的零部件。	The contractor may not, of its own accord, replace materials supplied by the party which has placed the order, and may not replace components or parts which do not need to be repaired.
第二百五十七条	Article 257.
承揽人发现定作人提供的图纸或者技术要求不合理的，应当及时通知定作人。因定作人怠于答复等原因造成承揽人损失的，应当赔偿损失。	Where the contractor discovers that any drawings or technical requirements supplied by the party which has placed the order are unreasonable, the contractor shall promptly notify the said party. Where the contractor sustains losses because the said party is slow to reply or for some other reason, the said party shall provide compensation for the contractor's losses.
第二百五十八条	Article 258.
定作人中途变更承揽工作的要求，造成承揽人损失的，应当赔偿损失。	If the party which has placed the order alters its requirements in relation to the contracted work whilst the work is in progress, and the contractor suffers losses as a result, the said party shall provide compensation for the contractor's losses.
第二百五十九条	Article 259.
承揽工作需要定作人协助的，定作人有协助的义务。	Where the performance of the contracted work requires the assistance of the party which has placed the order, then the said party has an obligation to provide such assistance. Where, due to the said party's failure to meet its obligation to provide assistance, it is not possible to complete the contracted work, the contractor may call on the said party to fulfil its obligation within a reasonable period of time, and the contractor may also extend the deadline for performance. Where the party which has placed
定作人不履行协助义务致使承揽工作不能完成的，承揽人可以催告定作人在合理期限内履行义务，并可以顺延履行期限；定作人逾期	

不履行的，承揽人可以解除合同。	the order has not fulfilled its obligation to provide assistance within the period stipulated by the contractor, the contractor may dissolve the contract.
第二百六十条	Article 260.
承揽人在工作期间，应当接受定作人必要的监督检验。定作人不得因监督检验妨碍承揽人的正常工作。	The contractor is subject to the necessary supervision and inspection by the party which has placed the order for the duration of the work period. The said party, while undertaking its supervision and inspection, may not hinder the normal work of the contractor.
第二百六十一条	Article 261.
承揽人完成工作的，应当向定作人交付工作成果，并提交必要的技术资料和相关质量证明。定作人应当验收该工作成果。	Once the contractor has completed the work, it shall deliver the product to the party which has placed the order, and shall also deliver necessary technical materials and relevant quality certificates. The said party shall then inspect the product upon delivery.
第二百六十二条	Article 262.
承揽人交付的工作成果不符合质量要求的，定作人可以要求承揽人承担修理、重作、减少报酬、赔偿损失等违约责任。	Where the work product delivered by the contractor does not satisfy quality requirements, the party which has placed the order may demand that the contractor assumes its liability for breach of contract by repairing or reworking the work product, by reducing the remuneration or by providing compensation for losses sustained, etc.
第二百六十三条	Article 263.
定作人应当按照约定的期限支付报酬。对支付报酬的期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，定作人应当在承揽人交付工作成果时支付；工作成果部分交付的，定作人应当相应支付。	The party which has placed the order shall pay remuneration in accordance with the agreed deadlines. Where there has been no agreement, or no clear agreement, on the deadlines for the payment of remuneration, and the said deadlines cannot be determined by reference to the provisions of Article 61 of this Law, the said party shall pay remuneration at the time that the contractor delivers the work product; where the work product is only delivered in part, the said party shall pay a corresponding amount.
第二百六十四条	Article 264.
定作人未向承揽人支付报酬或者材料费等价款的，承揽人对完成的工作成果享有留置权，但当事人另有约定的除外。	Where the party which has placed the order has not made remuneration payments or payments of materials expenses, etc, to the contractor, the contractor shall enjoy a lien over the completed work product, except where the parties agree otherwise.
第二百六十五条	Article 265.
承揽人应当妥善保管定作人提供的材料以及完成的工作成果，因保管不善造成毁损、灭失的，应当承担赔偿责任。	The contractor shall take appropriate care of materials supplied by the party which has placed the order as well as of completed work product; where damage or loss occurs through a failure to take appropriate care, the contractor shall provide compensation for the losses sustained.
第二百六十六条	Article 266.
承揽人应当按照定作人的要求保守秘密，未经定作人许可，不得留存复制品或者技术资料。	The contractor shall maintain confidentiality as required by the party which has placed the order, and it may not retain replicas or technical materials in its possession without the consent of the party which has placed the order.
第二百六十七条	Article 267.
共同承揽人对定作人承担连带责任，但当事人另有约定的除外。	Joint contractors shall be jointly and severally liable to the party which has placed the order, except where the parties agree otherwise.
第二百六十八条	Article 268.
定作人可以随时解除承揽合同，造成承揽人损失的，应当赔偿损失。	The party which has placed the order may dissolve a work contract at any time, but the said party shall provide compensation for any losses sustained by the contractor as a result.
第十六章 建设工程合同	CHAPTER XVI — CONTRACTS FOR CONSTRUCTION PROJECTS
第二百六十九条	Article 269.
建设工程合同是承包人进行工程建设，发包人支付价款的合同。	A contract for a construction project is a contract under which a contractor completes a construction project, and the contract issuer makes a payment.
建设工程合同包括工程勘察、设计、施工合同。	Contracts for construction projects include contracts for surveying, design and building projects.
第二百七十条	Article 270.
建设工程合同应当采用书面形式。	A contract for a construction project shall be in writing.
第二百七十一条	Article 271.

建设工程的招标投标活动，应当依照有关法律的规定公开、公平、公正进行。

第二百七十二條

发包人可以与总承包人订立建设工程合同，也可以分别与勘察人、设计人、施工人订立勘察、设计、施工承包合同。发包人不得将应当由一个承包人完成的建设工程肢解成若干部分发包给几个承包人。

总承包人或者勘察、设计、施工承包人经发包人同意，可以将自己承包的部分工作交由第三人完成。第三人就其完成的工作成果与总承包人或者勘察、设计、施工承包人向发包人承担连带责任。承包人不得将其承包的全部建设工程转包给第三人或者将其承包的全部建设工程肢解以后以分包的名义分别转包给第三人。禁止承包人将工程分包给不具备相应资质条件的单位。

禁止分包单位将其承包的工程再分包。建设工程主体结构的施工必须由承包人自

行完成。

第二百七十三條

国家重大建设工程合同，应当按照国家规定的程序和国家批准的投资计划、可行性研究报告等文件订立。

第二百七十四條

勘察、设计合同的内容包括提交有关基础资料 and 文件（包括概预算）的期限、质量要求、费用以及其他协作条件等条款。

第二百七十五條

施工合同的内容包括工程范围、建设工期、中间交工工程的开工和竣工时间、工程质量、工程造价、技术资料交付时间、材料和设备供应责任、拨款和结算、竣工验收、质量保修范围和质量保证期、双方相互协作等条款。

第二百七十六條

建设工程实行监理的，发包人应当与监理人采用书面形式订立委托监理合同。发包人与监理人的权利和义务以及法律责任，应当依照本法委托合同以及其他有关法律、行政法规的规定。

第二百七十七條

发包人在不妨碍承包人正常作业的情况下，可以随时对作业进度、质量进行检查。

第二百七十八條

All activities relating to the invitation and submission of tenders for construction projects shall be conducted openly, fairly and impartially in accordance with the provisions of relevant laws.

Article 272.

The contract issuer may conclude a contract for a construction project with a head contractor, and may also conclude separate surveying, design and building work contracts with surveyors, designers and builders. The contract issuer may not divide up a construction project that should be completed by one contractor into several parts to be issued to a number of contractors.

The head contractor or the surveying, design or building contractor may, with the consent of the contract issuer, assign that part of the work which the said person has been contracted to complete to a third party for completion. The said third party shall be jointly and severally liable, along with the head contractor or the surveying, design or building contractor, to the contract issuer with respect to the product of the work it has completed. A contractor may not subcontract the entire contracted construction project to a third party, and may not divide up the whole contracted construction project into parts and then separately subcontract these parts to third parties.

It is forbidden for the contractor to subcontract the project to units that do not possess the requisite professional qualifications. It is forbidden for a subcontracted unit to subcontract any projects it has itself been subcontracted to complete.

The construction of the major structural elements of a construction project must be carried out by the contractor itself. The contractor itself must complete the construction of the main structure of the construction project.

Article 273.

Contracts for significant state construction projects shall be concluded in accordance with stipulated state procedures as well as documents such as investment plans and feasibility studies ratified by the State, etc.

Article 274.

Surveying and design contracts shall include clauses dealing with deadlines for the submission of relevant basic materials and documents (including budget proposals), quality requirements and expenses, as well as other conditions on cooperation, etc.

Article 275.

Building contracts shall include clauses dealing with the scope of the project, the time limit for construction work, commencement and completion times for intermediary stages of the project, project quality and construction costs, the time for the delivery of technical materials, responsibility in relation to the supply of materials and equipment, the appropriation of funds and account settlement, examination and acceptance procedures upon the completion of work, the scope of quality guarantees and the length of quality guarantee periods, and mutual cooperation by the parties, etc.

Article 276.

Where supervision and management is carried out during a construction project, the contract issuer shall conclude a written contract with the supervisor authorising supervision and management. The rights, responsibilities and legal liability of the contract issuer and the supervisor shall be determined in accordance with the provisions of this Law relating to mandate contracts as well as the provisions of other relevant laws and administrative regulations.

Article 277.

The contract issuer may at any time inspect the rate of progress and the quality of the work completed, provided there is no hindrance to the contractor's normal operations.

Article 278.

<p>隐蔽工程在隐蔽以前，承包人应当通知发包人检查。发包人没有及时检查的，承包人可以顺延工程日期，并有权要求赔偿停工、窝工等损失。</p>	<p>Prior to concealed construction work being covered over, the contractor shall notify the contract issuer in order to allow the contract issuer to inspect the work. If the contract issuer does not promptly conduct an inspection, the contractor may extend construction deadlines, and also has the right to demand compensation for losses arising from related work stoppages, and work delays, etc.</p>
<p>第二百七十九条</p>	<p>Article 279.</p>
<p>建设工程竣工后，发包人应当根据施工图纸及说明书、国家颁发的施工验收规范和质量检验标准及时进行验收。验收合格的，发包人应当按照约定支付价款，并接收该建设工程。</p>	<p>After a construction project is completed, the contract issuer shall promptly carry out an acceptance check in accordance with the construction drawings and explanatory documents, with the acceptance checking standards for construction work promulgated by the State, and with the quality inspection standards. Where the project conforms to the acceptance checking standards, the contract issuer shall make all payments as agreed, and shall accept the said construction project. After a construction project has been completed and has been found to conform to the acceptance checking standards, it may then be made available for use. If no acceptance check has been carried out or if the project does not conform to the said standards, the project may not be made available for use.</p>
<p>第二百八十条</p>	<p>Article 280.</p>
<p>勘察、设计的质量不符合要求或者未按照期限提交勘察、设计文件拖延工期，造成发包人损失的，勘察人、设计人应当继续完善勘察、设计，减收或者免收勘察、设计费并赔偿损失。</p>	<p>Where the contract issuer sustains losses because the quality of surveying or design work does not conform to required standards or the project construction period is extended due to a failure to lodge surveying or design documentation by the relevant deadlines, the surveyor or designer shall continue to improve the surveying and design, while surveying or design fees shall be reduced or waived and compensation shall be provided for the losses sustained.</p>
<p>第二百八十一条</p>	<p>Article 281.</p>
<p>因施工人的原因致使建设工程质量不符合约定的，发包人有权要求施工人在合理期限内无偿修理或者返工、改建。经过修理或者返工、改建后，造成逾期交付的，施工人应当承担违约责任。</p>	<p>Where the quality of the construction project does not conform to the parties' agreement due to reasons attributable to the builder, the contract issuer has the right to demand that the builder carries out repairs, does the work again or rebuilds the project free of charge and within a reasonable period of time. If the project is not made available until after the due date because repairs have occurred, the work has been redone or the project has been rebuilt, the builder shall be liable for breach of contract.</p>
<p>第二百八十二条</p>	<p>Article 282.</p>
<p>因承包人的原因致使建设工程在合理使用期限内造成人身和财产损害的，承包人应当承担损害赔偿责任。</p>	<p>Where personal injury or damage to property occurs due to reasons attributable to the contractor within a reasonable period after the construction project has been put into use, the contractor shall be liable to provide compensation for the losses sustained.</p>
<p>第二百八十三条</p>	<p>Article 283.</p>
<p>发包人未按照约定的时间和要求提供原材料、设备、场地、资金、技术资料的，承包人可以顺延工程日期，并有权要求赔偿停工、窝工等损失。</p>	<p>Where the contract issuer fails to provide raw materials, equipment, premises, funds or technical materials at the agreed time or in accordance with agreed requirements, the contractor may extend work deadlines, and also has the right to demand compensation for losses arising from related work stoppages, work delays, etc.</p>
<p>第二百八十四条</p>	<p>Article 284.</p>
<p>因发包人的原因致使工程中途停建、缓建的，发包人应当采取措施弥补或者减少损失，赔偿承包人因此造成的停工、窝工、倒运、机械设备调迁、材料和构件积压等损失和实际费用。</p>	<p>Where there are construction stoppages or delays whilst a project is in progress for reasons attributable to the contract issuer, the contract issuer shall take measures to make up for or minimise any losses, and shall compensate the contractor for any losses sustained in relation to work stoppages, work delays, the return of materials to the supplier, the shifting of machinery and equipment, overstocking of materials and components, etc, as well as any actual expenses incurred.</p>
<p>第二百八十五条</p>	<p>Article 285.</p>
<p>因发包人变更计划，提供的资料不准确，或者未按照期限提供必需的勘察、设计工作条件而造成勘察、设计的返工、停工或者修改设计，发包人应当按照勘察人、设计人实际消耗的工作量增付费用。</p>	<p>Where, as a result of the contract issuer changing relevant plans, materials not being correctly supplied, or the necessary conditions not existing to allow the completion of surveying or design work at the relevant times, it is necessary for surveying or design work to be redone, for surveying or design work to be halted, or for designs to be altered, the contract issuer shall pay additional fees in accordance with the amount of work actually completed by the surveyor or designer.</p>
<p>第二百八十六条</p>	<p>Article 286.</p>

<p>发包人未按照约定支付价款的，承包人可以催告发包人在合理期限内支付价款。发包人逾期不支付的，除按照建设工程的性质不宜折价、拍卖的以外，承包人可以与发包人协议将该工程折价，也可以申请人民法院将该工程依法拍卖。建设工程的价款就该工程折价或者拍卖的价款优先受偿。</p> <p>第二百八十七条</p>	<p>Where the contract issuer does not make payments as agreed, the contractor may call on the contract issuer to make the said payments within a reasonable period of time. Where the contract issuer has not made the said payments within the said period of time, then except where it is not appropriate to conduct a sale at a depreciated price or an auction, due to the nature of the construction project, the contractor may conclude an agreement with the contract issuer that the project be sold off, or may apply to the people's court for the said project to be auctioned in accordance with the law. With respect to all monies received in selling off or auctioning the said project, priority shall be given to using the monies to make the relevant payments on the construction project.</p> <p>Article 287.</p>
<p>本章没有规定的，适用承揽合同的有关规定。</p> <p>第十七章 运输合同</p> <p>第一节 一般规定</p> <p>第二百八十八条</p>	<p>Where this Chapter contains no relevant provisions on a certain issue, the relevant provisions relating to work contracts shall apply.</p> <p>CHAPTER XVII — TRANSPORT CONTRACTS</p> <p>Section 1 — General Provisions</p> <p>Article 288.</p>
<p>运输合同是承运人将旅客或者货物从起运地点运输到约定地点，旅客、托运人或者收货人支付票款或者运输费用的合同。</p> <p>第二百八十九条</p>	<p>A transport contract is a contract under which a carrier transports passengers or goods from the place of dispatch to an agreed place, and the passenger, consignor or consignee pays a fare or transport fee.</p> <p>Article 289.</p>
<p>从事公共运输的承运人不得拒绝旅客、托运人通常、合理的运输要求。</p> <p>第二百九十条</p>	<p>Carriers that operate public transport may not refuse normal and reasonable transport requests made by passengers or consignors.</p> <p>Article 290.</p>
<p>承运人应当在约定期间或者合理期间内将旅客、货物安全运输到约定地点。</p> <p>第二百九十一条</p>	<p>A carrier shall safely transport passengers and goods to the agreed place within the agreed period of time or within a reasonable time.</p> <p>Article 291.</p>
<p>承运人应当按照约定的或者通常的运输路线将旅客、货物运输到约定地点。</p> <p>第二百九十二条</p>	<p>A carrier shall transport the passengers and goods to the agreed place along the agreed or the normal transit route.</p> <p>Article 292.</p>
<p>旅客、托运人或者收货人应当支付票款或者运输费用。承运人未按照约定路线或者通常路线运输增加票款或者运输费用的，旅客、托运人或者收货人可以拒绝支付增加部分的票款或者运输费用。</p> <p>第二节 客运合同</p> <p>第二百九十三条</p>	<p>Passengers, consignors or consignees shall pay fares or transport fees. Where a carrier does not travel along the agreed or the normal route and it increases fares or transport fees, passengers, consignors or consignees may refuse to pay the additional part of the fare or the transport fee.</p> <p>Section 2 — Passenger Transport Contracts</p> <p>Article 293.</p>
<p>客运合同自承运人向旅客交付客票时成立，但当事人另有约定或者另有交易习惯的除外。</p> <p>第二百九十四条</p>	<p>A passenger transport contract is concluded from the time the carrier delivers to the passenger the passenger ticket, except where the parties agree otherwise or some other business practice exists.</p> <p>Article 294.</p>
<p>旅客应当持有效客票乘运。旅客无票乘运、超程乘运、越级乘运或者持失效客票乘运的，应当补交票款，承运人可以按照规定加收票款。旅客不交付票款的，承运人可以拒绝运输。</p> <p>第二百九十五条</p>	<p>A passenger must hold a valid ticket for the duration of the journey. Where a passenger travels without a ticket, travels a further distance or at a higher class than is permitted by the ticket, or travels with an invalid ticket, the passenger shall pay any extra amount owing, and the carrier may collect the extra amount in accordance with the provisions. Where a passenger does not pay the said amount, the carrier may refuse to transport the passenger.</p> <p>Article 295.</p>
<p>旅客因自己的原因不能按照客票记载的时间乘坐的，应当在约定的时间内办理退票或者变更手续。逾期办理的，承运人可以不退票款，并不再承担运输义务。</p> <p>第二百九十六条</p>	<p>Where a passenger, for his or her own reasons, cannot take his or her seat at the time recorded on the ticket, the passenger shall complete all refunding or ticket alteration procedures before the agreed deadline. Where the said procedures are completed after the agreed deadline, the carrier may refuse to refund the ticket, and will no longer be under any obligation to provide transportation.</p> <p>Article 296.</p>

<p>旅客在运输中应当按照约定的限量携带行李。超过限量携带行李的，应当办理托运手续。</p> <p>第二百九十七条</p>	<p>For the duration of the journey, passengers shall only carry luggage up to the agreed limit. Where luggage exceeds the relevant limits, the passenger shall complete procedures for the consignment of the luggage.</p> <p>Article 297.</p>
<p>旅客不得随身携带或者在行李中夹带易燃、易爆、有毒、有腐蚀性、有放射性以及有可能危及运输工具上人身和财产安全的危险物品或者其他违禁物品。</p>	<p>Passengers are forbidden to carry, on their person or concealed in their luggage, dangerous goods or other prohibited goods including inflammable, explosive, poisonous, corrosive or radioactive goods as well as goods that may pose a danger to the safety of persons and property on the relevant transport conveyance.</p>
<p>旅客违反前款规定的，承运人可以将违禁物品卸下、销毁或者送交有关部门。旅客坚持携带或者夹带违禁物品的，承运人应当拒绝运输。</p> <p>第二百九十八条</p>	<p>If a passenger violates the provisions of the above paragraph, the carrier may remove or destroy the prohibited goods or send them to the relevant departments. If the passenger insists on carrying or smuggling the prohibited goods, the carrier shall refuse to transport the passenger.</p> <p>Article 298.</p>
<p>承运人应当向旅客及时告知有关不能正常运输的重要事由和运输应当注意的事项。</p> <p>第二百九十九条</p>	<p>The carrier shall promptly notify passengers of any major reasons why normal transportation is not possible as well as safety considerations to which passengers should pay attention.</p> <p>Article 299.</p>
<p>承运人应当按照客票载明的时间和班次运输旅客。承运人迟延运输的，应当根据旅客的要求安排改乘其他班次或者退票。</p> <p>第三百条</p>	<p>The carrier shall transport the passenger in accordance with the time and the voyage number, etc, recorded on the passenger's ticket. If the carrier delays transportation, it shall, as requested by the passenger, either arrange another flight, etc, for the passenger to change to, or refund the ticket.</p> <p>Article 300.</p>
<p>承运人擅自变更运输工具而降低服务标准的，应当根据旅客的要求退票或者减收票款；提高服务标准的，不应当加收票款。</p> <p>第三百零一条</p>	<p>Where the carrier of its own accord changes the means of transportation provided and service standards are lowered, it shall refund the ticket or reduce the fare as requested by the passenger; where service standards are raised, the carrier shall not increase the fare.</p> <p>Article 301.</p>
<p>承运人在运输过程中，应当尽力救助患有急病、分娩、遇险的旅客。</p> <p>第三百零二条</p>	<p>During the course of the journey, the carrier must make every effort to assist passengers who are afflicted with a serious illness, are in labour, or have met with a mishap.</p> <p>Article 302.</p>
<p>承运人应当对运输过程中旅客的伤亡承担赔偿责任，但伤亡是旅客自身健康原因造成的或者承运人证明伤亡是旅客故意、重大过失造成的除外。前款规定适用于按照规定免票、持优待票或者经承运人许可搭乘的无票旅客。</p> <p>第三百零三条</p>	<p>The carrier shall be liable to provide compensatory damages with respect to any passenger deaths or injuries which occur in the course of the journey, except where the death or injury occurs due to reasons associated with the passenger's health or where the carrier proves that the death or injury was caused through the deliberate act or gross negligence of the passenger.</p> <p>The provisions of the previous paragraph shall apply to passengers without a ticket who have been permitted to travel free of charge in accordance with regulations, who hold preferential tickets or who have been approved to travel by the carrier.</p> <p>Article 303.</p>
<p>在运输过程中旅客自带物品毁损、灭失，承运人有过错的，应当承担赔偿责任。</p>	<p>Where goods carried by a passenger during a journey are damaged or lost, and there has been negligence on the part of the carrier, the carrier shall be liable to provide compensation for the losses sustained.</p>
<p>旅客托运的行李毁损、灭失的，适用货物运输的有关规定。</p> <p>第三节 货运合同</p> <p>第三百零四条</p>	<p>The relevant provisions relating to the transportation of goods shall apply with respect to damage to or loss of luggage which is consigned.</p> <p>Section 3 — Goods Transportation Contracts</p> <p>Article 304.</p>
<p>托运人办理货物运输，应当向承运人准确表明收货人的名称或者姓名或者凭指示的收货人，货物的名称、性质、重量、数量，收货地点等有关货物运输的必要情况。</p>	<p>A consignor who seeks to transport goods shall clearly and accurately declare to the carrier the name or title of the consignee or that it has been paid to order by the consignee, the name, nature, weight and quantity of the goods, the place to which the goods are to be delivered, and other matters relevant to the transportation of the goods.</p>
<p>因托运人申报不实或者遗漏重</p>	<p>Where the consignor's declaration is not accurate or important matters are</p>

要情况，造成承运人损失的，托运人应当承担损害赔偿赔偿责任。

第三百零五条

货物运输需要办理审批、检验等手续的，托运人应当将办理完有关手续的文件提交承运人。

第三百零六条

托运人应当按照约定的方式包装货物。对包装方式没有约定或者约定不明确的，适用本法第一百五十六条的规定。

托运人违反前款规定的，承运人可以拒绝运输。

第三百零七条

托运人托运易燃、易爆、有毒、有腐蚀性、有放射性等危险物品的，应当按照国家有关危险物品运输的规定对危险物品妥善包装，作出危险物标志和标签，并将有关危险物品的名称、性质和防范措施的书面材料提交承运人。

托运人违反前款规定的，承运人可以拒绝运输，也可以采取相应措施以避免损失的发生，因此产生的费用由托运人承担。

第三百零八条

在承运人将货物交付收货人之前，托运人可以要求承运人中止运输、返还货物、变更到达地或者将货物交给其他收货人，但应当赔偿承运人因此受到的损失。

第三百零九条

货物运输到达后，承运人知道收货人的，应当及时通知收货人，收货人应当及时提货。收货人逾期提货的，应当向承运人支付保管费等费用。

第三百一十条

收货人提货时应当按照约定的期限检验货物。对检验货物的期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，应当在合理期限内检验货物。收货人在约定的期限或者合理期限内对货物的数量、毁损等未提出异议的，视为承运人已经按照运输单证的记载交付的初步证据。

第三百一十一条

承运人对运输过程中货物的毁损、灭失承担损害赔偿赔偿责任，但承运人证明货物的毁损、灭失是因不可抗力、货物本身的自然性质或者合理损耗以及托运人、收货人的过错造成的，不承担损害赔偿赔偿责任。

第三百一十二条

货物的毁损、灭失的赔偿额，当事人有约定的，按照其约定；没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，

omitted, and the carrier sustains losses as a result, the consignor shall be liable to provide compensatory damages.

Article 305.

Where goods to be transported are subject to completion of procedures relating to examination, approval and inspection, etc, the consignor shall submit to the carrier all documentation relating to the completion of all relevant procedures.

Article 306.

The consignor shall package the goods in accordance with agreed packaging methods. If there has been no agreement or no clear agreement on packaging methods, the provisions of Article 156 of this Law shall be applied.

If the consignor violates the provisions of the preceding paragraph, the carrier may refuse to transport the goods.

Article 307.

Where the consignor consigns inflammable, explosive, poisonous, corrosive, radioactive or other dangerous goods, the consignor shall package the dangerous goods in an appropriate manner in accordance with state provisions relating to the transportation of dangerous goods, attach a dangerous goods mark and label, and shall submit to the carrier all written documentation relating to the name and nature of the dangerous goods as well as any precautionary measures that need to be taken.

If the consignor violates the provisions of the preceding paragraph, the carrier may refuse to transport the goods, and may also adopt corresponding measures to prevent loss or damage; the cost of adopting these measures shall be borne by the consignor.

Article 308.

Before the carrier delivers the goods to the consignee, the consignor may demand that the carrier cancel the transportation, return the goods, change the destination or demand that the goods be delivered to some other consignee, but the consignor shall compensate the carrier for any losses sustained as a result.

Article 309.

After the goods have been transported to their destination, and once the carrier ascertains the identity of the consignee, the carrier shall promptly notify the consignee, and the consignee shall promptly collect the goods. If the consignee is late in collecting the goods, it shall pay any storage and other expenses incurred by the carrier.

Article 310.

When the consignee collects the goods it shall inspect the goods within the agreed time limits. Where there has been no agreement or no clear agreement as to the time limit for the inspection of the goods, and the said time limit cannot be determined by reference to the provisions of Article 61 of this Law, the goods shall be inspected within a reasonable period of time. Where the consignee has not raised any objections with respect to the quantity or condition of the goods, etc, within the agreed period or within a reasonable period of time, this shall be considered prima facie evidence that the carrier has delivered the goods in accordance with the details recorded in the transport receipts.

Article 311.

The carrier shall be liable to pay compensation for any losses sustained in relation to the damage to or loss of goods in transit, but where the carrier proves that the said damage or loss was due to force majeure, the nature of the goods themselves, or reasonable wear and tear, or was the fault of the consignor or consignee, the carrier shall not be liable to pay compensation for the losses.

Article 312.

If the parties have agreed on the total amount of compensation to be paid for damage to or loss of goods, they shall act according to their agreement. If there has been no agreement or no clear agreement, and the issue cannot be determined by reference to the provisions of Article 61 of

按照交付或者应当交付时货物到达地的市场价格计算。法律、行政法规对赔偿额的计算方法和赔偿限额另有规定的，依照其规定。	this Law, compensation shall be calculated in accordance with the market price of the goods at their intended destination at the time when they were delivered or ought to have been delivered. Where laws or administrative regulations provide otherwise with respect to calculation methods or limits on the amount of compensation, such provisions shall apply.
第三百一十三条	Article 313.
两个以上承运人以同一运输方式联运的，与托运人订立合同的承运人应当对全程运输承担责任。损失发生在某一运输区段的，与托运人订立合同的承运人和该区段的承运人承担连带责任。	Where two or more carriers provide multimodal transportation using the same means of transport, the carrier which concludes the contract with the consignor shall be liable with respect to the entire journey. Where loss is sustained on one particular section of the journey, the carrier which has concluded the contract with the consignor and the carrier operating on that particular leg shall be jointly and severally liable.
第三百一十四条	Article 314.
货物在运输过程中因不可抗力灭失，未收取运费的，承运人不得要求支付运费；已收取运费的，托运人可以要求返还。	Where goods are lost in transit due to force majeure, and the transport fee has not yet been collected, the carrier may not demand payment of the transport fee; if the transport fee has already been collected, the consignor may demand its return.
第三百一十五条	Article 315.
托运人或者收货人不支付运费、保管费以及其他运输费用的，承运人对相应的运输货物享有留置权，但当事人另有约定的除外。	If a consignor or consignee does not pay a transport fee, a storage fee or other related transportation expenses, the carrier shall enjoy a lien over the relevant transported goods, except where the parties agree otherwise.
第三百一十六条	Article 316.
收货人不明或者收货人无正当理由拒绝受领货物的，依照本法第一百零一条的规定，承运人可以提存货物。	If the identity of the consignee is not clear or the consignee refuses to take delivery of the goods without a legitimate reason, then in accordance with Article 101 of this Law, the carrier may lodge the goods.
第四节 多式联运合同	Section 4 — Multimodal Transport Contracts
第三百一十七条	Article 317.
多式联运经营人负责履行或者组织履行多式联运合同，对全程运输享有承运人的权利，承担承运人的义务。	A multimodal transport operator is responsible for performing or organising the performance of a multimodal transport contract, and enjoys the rights and bears the liability of a carrier with respect to the entire journey.
第三百一十八条	Article 318.
多式联运经营人可以与参加多式联运的各区段承运人就多式联运合同的各区段运输约定相互之间的责任，但该约定不影响多式联运经营人对全程运输承担的义务。	A multimodal transport operator may agree with the carrier participating in each section of a multimodal transport operation on the mutual liability with respect to transport on the relevant section under the multimodal transport contract. But such an agreement shall not affect the liability of the multimodal transport operator with respect to the entire journey.
第三百一十九条	Article 319.
多式联运经营人收到托运人交付的货物时，应当签发多式联运单据。按照托运人的要求，多式联运单据可以是可转让单据，也可以是不可转让单据。	When the multimodal transport operator receives goods delivered by the consignor, the operator shall sign and issue a multimodal transport document. The multimodal transport document may, as requested by the consignor, be either a negotiable instrument or an instrument which is not negotiable.
第三百二十条	Article 320.
因托运人托运货物时的过错造成多式联运经营人损失的，即使托运人已经转让多式联运单据，托运人仍然应当承担损害赔偿责任。	Where the multimodal transport operator sustains losses due to an error by the consignor when consigning the goods, the consignor shall be liable to provide compensation for any losses sustained, even if the consignor has transferred the multimodal transport document.
第三百二十一条	Article 321.
货物的毁损、灭失发生于多式联运的某一运输区段的，多式联运经营人的赔偿责任和责任限额，适用调整该区段运输方式的有关法律规定。货物毁损、灭失发生的运输区段不能确定的，依照本章规定承担损害赔偿责任。	Where damage to or loss of goods occurs during a particular section of a multimodal transport operation, the multimodal transport operator's liability to pay compensation and the limits of this liability are subject to the provisions of the relevant laws regulating the mode of transport in the said section. Where it is not possible to determine in which section the damage to or loss of goods has occurred, liability to pay compensation for losses sustained shall be borne in accordance with this Chapter.
第十八章 技术合同	CHAPTER XVIII — TECHNOLOGY CONTRACTS
第一节 一般规定	Section 1 — General Provisions
第三百二十二条	Article 322.

技术合同是当事人就技术开发、转让、咨询或者服务订立的确立相互之间权利和义务的合同。

第三百二十三条

A technology contract is a contract which establishes the mutual rights and obligations of the parties in relation to technology development, transfer, consultation or service.

Article 323.

订立技术合同，应当有利于科学技术的进步，加速科学技术成果的转化、应用和推广。

第三百二十四条

The conclusion of a technology contract shall be beneficial to scientific and technological progress, and shall accelerate the transformation, application and dissemination of the results of scientific and technical endeavour.

Article 324.

技术合同的内容由当事人约定，一般包括以下条款：

The content of a technology contract shall be agreed upon by the parties, and shall generally include the following clauses:

- (一) 项目名称；
- (二) 标的的内容、范围和要求；
- (三) 履行的计划、进度、期限、地点、地域和方式；
- (四) 技术情报和资料的保密；
- (五) 风险责任的承担；
- (六) 技术成果的归属和收益的分成办法；
- (七) 验收标准和方法；
- (八) 价款、报酬或者使用费及其支付方式；
- (九) 违约金或者损失赔偿的计算方法；
- (十) 解决争议的方法；
- (十一) 名词和术语的解释。

- (1) the name of the project;
- (2) the content, scope and the requirements of the subject matter of the contract;
- (3) performance plans and schedules, the performance period, location and region, and methods of performance;
- (4) the confidentiality of technical information and data;
- (5) liability for risks;
- (6) measures to allocate the ownership of, and the benefits to be derived from, the technical results;
- (7) the standards for and the method of inspection and acceptance;
- (8) payment, remuneration or usage fees and the method of payment;
- (9) the method of calculating penalties for breach of contract or compensatory damages;
- (10) the method of dispute resolution; and
- (11) explanation of terms and technical phrases.

与履行合同有关的技术背景资料、可行性论证和技术评价报告、项目任务书和计划书、技术标准、技术规范、原始设计和工艺文件，以及其他技术文档，按照当事人的约定可以作为合同的组成部分。

Background technical data and proof of feasibility, technical evaluation reports, project task and planning documents, technical standards, technical specifications, original design and process documents, as well as other technical documents relevant to the performance of the contract, may all be integral parts of the contract as agreed by the parties.

技术合同涉及专利的，应当注明发明创造的名称、专利申请人和专利权人、申请日期、申请号、专利号以及专利权的有效期限。

第三百二十五条

Where a technology contract makes reference to a patent, the contract shall clearly state the name of the invention/creation, the patent applicant and the patentee, the application date, application number, the patent number and the duration of the patent right.

Article 325.

技术合同价款、报酬或者使用费的支付方式由当事人约定，可以采取一次总算、一次总付或者一次总算、分期支付，也可以采取提成支付或者提成支付附加预付入门费的方式。

The parties shall agree on the method of payment with respect to price, remuneration and usage fees. The parties may adopt the method of lump sum calculation and lump sum payment or the method of lump sum calculation and periodical payment, or may also adopt a payment method involving paying a royalty, or paying a royalty and an initial fee.

约定提成支付的，可以按照产品价格、实施专利和使用技术秘密后新增的产值、利润或者产品销售额的一定比例提成，也可以按照约定的其他方式计算。提成支付的比例可以采取固定比例、逐年递增比例或者逐年递减比例。约定提成支付的，当事人应当在合同中约定查阅有关会计账目的办法。

第三百二十六条

Where it is agreed that one party will pay a royalty, the said amount may be calculated according to a fixed percentage of the product's price, of any increase in output or profits following the exploitation of the patent or the use of the technical secrets, or of the total volume of product sales, or according to some other agreed method. The said party may pay a set percentage of the relevant amount, or the percentage may increase or decrease progressively from year to year.

Where it is agreed that a party is to pay a royalty, the parties shall agree in the contract on measures to inspect relevant accounts.

Article 326.

<p>职务技术成果的使用权、转让权属于法人或者其他组织的，法人或者其他组织可以就该项职务技术成果订立技术合同。法人或者其他组织应当从使用和转让该项职务技术成果所取得的收益中提取一定比例，对完成该项职务技术成果的个人给予奖励或者报酬。法人或者其他组织订立技术合同转让职务技术成果时，职务技术成果的完成人享有以同等条件优先受让的权利。</p>	<p>Where the use rights and transfer rights in relation to occupational technical results belong to a legal person or some other organisation, the said legal person or other organisation may conclude technology contracts in relation to the said results. The legal person or other organisation should retain a certain proportion of the benefits obtained from the use or transfer of the said results, and use this money to provide rewards or remuneration to individuals responsible for achieving the said occupational technical results. When the legal person or other organisation wishes to conclude a technology contract for the transfer of the said occupational technical results, an individual responsible for achieving the results shall enjoy a priority right to be the transferee of the said results on equal terms.</p>
<p>职务技术成果是执行法人或者其他组织的工作任务，或者主要是利用法人或者其他组织的物质技术条件所完成的技术成果。 第三百二十七条</p>	<p>An occupational technical result is a technical result completed in the course of carrying out work for a legal person or other organisation, or completed primarily through the use of the technical facilities of the legal person or other organisation. Article 327.</p>
<p>非职务技术成果的使用权、转让权属于完成技术成果的个人，完成技术成果的个人可以就该项非职务技术成果订立技术合同。 第三百二十八条</p>	<p>Where the use rights and transfer rights in relation to non-occupational technical results belong to the individual responsible for achieving the said technical results, individuals responsible for achieving the technical results may conclude technology contracts in relation to the said non-occupational technical results. Article 328.</p>
<p>完成技术成果的个人有在有关技术成果文件上写明自己是技术成果完成者的权利和取得荣誉证书、奖励的权利。 第三百二十九条</p>	<p>An individual responsible for achieving technical results shall have the right to clearly declare on documents relating to the technical results that he or she is the person responsible for them, and shall have the right to obtain an honorary certificate and to receive a reward. Article 329.</p>
<p>非法垄断技术、妨碍技术进步或者侵害他人技术成果的技术合同无效。 第二节 技术开发合同 第三百三十条</p>	<p>Technology contracts that monopolise technology, hinder technological development or infringe the technical results of other persons shall be invalid. Section 2 — Technology Development Contracts Article 330.</p>
<p>技术开发合同是指当事人之间就新技术、新产品、新工艺或者新材料及其系统的研究开发所订立的合同。 技术开发合同包括委托开发合同和合作开发合同。 技术开发合同应当采用书面形式。 当事人之间就具有产业应用价值的科技成果实施转化订立的合同，参照技术开发合同的规定。 第三百三十一条</p>	<p>Technology development contracts are contracts concluded between parties in relation to research and development into new technology, new products, new processes, new materials and relevant systems. Technology development contracts include commission development contracts and cooperative development contracts. Technology development contracts shall be in writing. Where parties conclude contracts for the exploitation and transformation of scientific and technical results with the value of industrial applications, the provisions on technology development contracts shall be consulted. Article 331.</p>
<p>委托开发合同的委托人应当按照约定支付研究开发经费和报酬；提供技术资料、原始数据；完成协作事项；接受研究开发成果。 第三百三十二条</p>	<p>The commissioning party to a commission development contract shall, as agreed, pay research and development fees and remuneration; provide technical material and original data; make its contribution to the completion of all cooperative tasks; and accept the results of the research and development. Article 332.</p>
<p>委托开发合同的研究开发人应当按照约定制定和实施研究开发计划；合理使用研究开发经费；按期完成研究开发工作，交付研究开发成果，提供有关的技术资料和必要的技术指导，帮助委托人掌握研究开发成果。 第三百三十三条</p>	<p>The party undertaking research and development under a commission development contract shall, as agreed, formulate and implement a research and development plan; make reasonable use of funds for research and development; complete research and development work on time, deliver the results of the research and development, supply relevant technical data and necessary technical guidance, and assist the commissioning party to gain an understanding of the results of the research and development. Article 333.</p>
<p>委托人违反约定造成研究开发</p>	<p>If the commissioning party violates the parties' agreement, thereby</p>

工作停滞、延误或者失败的，应当承担违约责任。	interrupting the research and development, delaying it, or causing it to fail, the commissioning party shall be liable for breach of contract.
第三百三十四条	Article 334.
研究开发人违反约定造成研究工作停滞、延误或者失败的，应当承担违约责任。	If the party undertaking research and development violates the parties' agreement, thereby interrupting the research and development, delaying it, or causing it to fail, the party undertaking research and development shall be liable for breach of contract.
第三百三十五条	Article 335.
合作开发合同的当事人应当按照约定进行投资，包括以技术进行投资；分工参与研究开发工作；协作配合研究开发工作。	Parties to a cooperative development contract shall make investment contributions as agreed, including the use of technology as an investment; participate in research and development according to the division of the work; and work together to coordinate the research and development.
第三百三十六条	Article 336.
合作开发合同的当事人违反约定造成研究工作停滞、延误或者失败的，应当承担违约责任。	Where a party to a cooperative development contract violates the parties' agreement, thereby interrupting the research and development, delaying it, or causing it to fail, the said party shall be liable for breach of contract.
第三百三十七条	Article 337.
因作为技术开发合同标的的技术已经由他人公开，致使技术开发合同的履行没有意义的，当事人可以解除合同。	Where the technology which is the subject matter of a technology development contract has already been made public by some other person, with the result that the performance of the technology development contract has become meaningless, the parties may dissolve the contract.
第三百三十八条	Article 338.
在技术开发合同履行过程中，因出现无法克服的技术困难，致使研究开发失败或者部分失败的，该风险责任由当事人约定。没有约定或者约定不明	The parties shall agree on liability for risks associated with the complete or partial failure of a research and development project resulting from insurmountable technical difficulties during the performance of a technology development contract. Where there has been no agreement or no clear agreement on liability for risk, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, the parties shall each bear a reasonable share of the liability.
确，依照本法第六十一条的规定仍不能确定的，风险责任由当事人合理分担。	
当事人一方发现前款规定的可能致使研究开发失败或者部分失败的情形时，应当及时通知另一方并采取适当措施减少损失。没有及时通知并采取适当措施，致使损失扩大的，应当就扩大的损失承担责任。	If one of the parties discovers circumstances of the kind mentioned in the previous paragraph, which will probably lead to the complete or partial failure of a research and development project, the party shall promptly notify all other parties and adopt appropriate measures to reduce the loss. If the said party fails to notify the other parties and fails to adopt appropriate measures, and the loss is increased as a result, the said party shall bear liability for the additional loss.
第三百三十九条	Article 339.
委托开发完成的发明创造，除当事人另有约定的以外，申请专利的权利属于研究开发人。	The right to apply for a patent with respect to an invention/creation arising from completed commissioned development projects shall belong to the party which has undertaken the research and development, except where the parties agree otherwise. If the party which has undertaken the research and development obtains a patent right, the commissioning party may exploit the said patent free of charge.
研究开发人取得专利权的，委托人可以免费实施该专利。研究开发人转让专利申请权的，委托人享有以同等条件优先受让的权利。	Where the party which has undertaken the research and development seeks to transfer its patent application right, the commissioning party has a priority right to be the transferee of the patent application right on equal terms.
第三百四十条	Article 340.
合作开发完成的发明创造，除当事人另有约定的以外，申请专利的权利属于合作开发的当事人共有。当事人一方转让其共有的专利申请权的，其他各方享有以同等条件优先受让的权利。	The right to apply for a patent with respect to an invention/creation arising from completed cooperative development projects shall belong jointly to the parties to the cooperative development project, except where the parties agree otherwise. If one of the parties seeks to transfer its jointly held patent application right, each of the other parties has a priority right to be the transferee of the patent application right on equal terms.
合作开发的当事人一方声明放弃其共有的专利申请权的，可以由另一方单独申请或者由其他各方共同申请。申请人取得专利权的，放	If one of the parties to the cooperative development declares that it is abandoning its jointly held patent application right, the other party may apply for the patent on its own or the other parties may jointly apply for the patent. Where the applicant obtains a patent right, the party which

<p>弃专利申请权的一方可以免费实施该专利。合作开发的当事人一方不同意申请专利的，另一方或者其他各方不得申请专利。</p>	<p>gave up its patent application right may exploit the said patent free of charge.</p> <p>Where one of the parties to the cooperative development does not consent to the filing of a patent application, the other party or parties may not file the patent application.</p>
<p>第三百四十一条</p>	<p>Article 341.</p>
<p>委托开发或者合作开发完成的技术秘密成果的使用权、转让权以及利益的分配办法，由当事人约定。没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，当事人均有使用和转让的权利，但委托开发的研究开发人不得在向委托人交付研究开发成果之前，将研究开发成果转让给第三人。</p>	<p>The parties shall agree on methods for the allocation of use rights, transfer rights and profits with respect to any secret technical results from completed commissioned development projects or cooperative development projects. Where there has been no agreement or no clear agreement on allocation methods, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, all the parties shall enjoy use and transfer rights, but the party which has undertaken research and development on a commissioned development project may not transfer the results of the research and development to a third party prior to handing the said results over to the commissioning party.</p>
<p>第三节 技术转让合同 第三百四十二条</p>	<p>Section 3 — Technology Transfer Contracts Article 342.</p>
<p>技术转让合同包括专利权转让、专利申请权转让、技术秘密转让、专利实施许可合同。</p>	<p>Technology transfer contracts include contracts for the transfer of patent rights, patent application rights, technical secrets and patent exploitation licences.</p>
<p>技术转让合同应当采用书面形式。</p>	<p>Technology transfer contracts shall be in writing.</p>
<p>第三百四十三条</p>	<p>Article 343.</p>
<p>技术转让合同可以约定让与人和受让人实施专利或者使用技术秘密的范围，但不得限制技术竞争和技术发展。</p>	<p>In a technology transfer contract the transferor and the transferee may agree on the scope within which a patent may be exploited or technical secrets may be used, but it is not permitted to restrict technological competition or technological development.</p>
<p>第三百四十四条</p>	<p>Article 344.</p>
<p>专利实施许可合同只在该专利权的存续期间内有效。专利权有效期限届满或者专利权被宣布无效的，专利权人不得就该专利与他人订立专利实施许可合同。</p>	<p>Contracts relating to licences for the exploitation of patents shall only have effect for the valid period of the patent right. A person holding a patent right may not conclude a contract with another person relating to a licence for the exploitation of the patent after the patent has expired or has been declared invalid.</p>
<p>第三百四十五条</p>	<p>Article 345.</p>
<p>专利实施许可合同的让与人应当按照约定许可受让人实施专利，交付实施专利有关的技术资料，提供必要的技术指导。</p>	<p>The transferor under a contract relating to a licence for the exploitation of a patent shall, as agreed by the parties, license the transferee to exploit the patent, deliver all technical data relating to the exploitation of the patent, and provide all relevant technical guidance.</p>
<p>第三百四十六条</p>	<p>Article 346.</p>
<p>专利实施许可合同的受让人应当按照约定实施专利，不得许可约定以外的第三人实施该专利；并按照约定支付使用费。</p>	<p>The transferee under a contract relating to a licence for the exploitation of a patent shall exploit the patent as agreed by the parties, and may not allow a third party who is not party to the agreement to exploit the patent; the transferee shall also pay licence fees as agreed.</p>
<p>第三百四十七条</p>	<p>Article 347.</p>
<p>技术秘密转让合同的让与人应当按照约定提供技术资料，进行技术指导，保证技术的实用性、可靠性，承担保密义务。</p>	<p>The transferor under a contract for the transfer of technical secrets shall, as agreed by the parties, supply technical data, provide technical guidance, guarantee the utility and reliability of the technology, and undertake an obligation of confidentiality.</p>
<p>第三百四十八条</p>	<p>Article 348.</p>
<p>技术秘密转让合同的受让人应当按照约定使用技术，支付使用费，承担保密义务。</p>	<p>The transferee under a contract for the transfer of technical secrets shall, as agreed by the parties, use the technology, pay usage fees, and undertake an obligation of confidentiality.</p>
<p>第三百四十九条</p>	<p>Article 349.</p>
<p>技术转让合同的让与人应当保证自己是所提供的技术的合法拥有者，并保证所提供的技术完整、无误、有效，能够达到约定的目标。</p>	<p>The transferor under a technology transfer contract shall guarantee that it is itself the legal owner of all the technology supplied, and shall guarantee that all the technology supplied is complete, without defects, effective, and is capable of achieving the agreed objectives.</p>
<p>第三百五十条</p>	<p>Article 350.</p>

技术转让合同的受让人应当按照约定的范围和期限，对让与人提供的技术中尚未公开的秘密部分，承担保密义务。

第三百五十一条

The transferee under a technology transfer contract shall, with regard to the agreed scope and for the agreed period, maintain confidentiality concerning those elements of the technology supplied by the transferor which are secret and have not been made public.

Article 351.

让与人未按照约定转让技术的，应当返还部分或者全部使用费，并应当承担违约责任；实施专利或者使用技术秘密超越约定的范围的，违反约定擅自许可第三人实施该项专利或者使用该项技术秘密的，应当停止违约行为，承担违约责任；违反约定的保密义务的，应当承担违约责任。

第三百五十二条

Where the transferor does not transfer the technology as agreed, it shall refund usage fees wholly or in part, and shall be liable for breach of contract; where the transferor exploits a patent or a technical secret beyond the scope of what the parties have agreed, or, of its own accord, licenses a third party to exploit the said patent or use the said technical secrets in violation of their agreement, the transferor shall desist from the breach of contract, and shall be liable for the said breach. Where the transferor violates its agreed obligation of confidentiality, it shall be liable for breach of contract.

Article 352.

受让人未按照约定支付使用费的，应当补交使用费并按照约定支付违约金；不补交使用费或者支付违约金的，应当停止实施专利或者使用技术秘密，交还技术资料，承担违约责任；实施专利或者使用技术秘密超越约定的范围的，未经让与人同意擅自许可第三人实施该专利或者使用该技术秘密的，应当停止违约行为，承担违约责任；违反约定的保密义务的，应当承担违约责任。

第三百五十三条

Where the transferee fails to pay a usage fee as agreed, the transferee shall pay the outstanding usage fee and shall pay a penalty for breach of contract in accordance with the parties' agreement. Where the transferee fails to pay the outstanding usage fee or the penalty for breach of contract, the transferee shall cease to exploit any patents or use any technical secrets, it shall return all technical data, and it shall be liable for breach of contract. Where the transferee exploits a patent or uses a technical secret beyond the scope of what the parties have agreed, or, of its own accord and without the consent of the transferor, licenses a third party to exploit the said patent or use the said technical secret in violation of their agreement, the transferee shall desist from the breach of contract, and shall be liable for the breach. Where the transferee violates its agreed obligation of confidentiality, it shall be liable for breach of contract.

Article 353.

受让人按照约定实施专利、使用技术秘密侵害他人合法权益的，由让与人承担责任，但当事人另有约定的除外。

第三百五十四条

Where the transferee infringes the lawful rights and interests of a third party in the course of exploiting a patent or using technical secrets as agreed by the parties, liability shall be borne by the transferor, except where the parties agree otherwise.

Article 354.

当事人可以按照互利的原则，在技术转让合同中约定实施专利、使用技术秘密后续改进的技术成果的分享办法。没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，一方后续改进的技术成果，其他各方无权分享。

第三百五十五条

The parties may, in accordance with the principle of mutual benefit, agree that the technology transfer contract shall contain measures providing for the shared enjoyment of subsequent technological improvements obtained through the exploitation of a patent or the use of technical secrets. Where there has been no agreement or no clear agreement on the said measures, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, then other parties shall not have the right to share in the enjoyment of subsequent technological improvements obtained by one party.

Article 355.

法律、行政法规对技术进出口合同或者专利、专利申请合同另有规定的，依照其规定。

第四节 技术咨询合同和技术服务合同

第三百五十六条

Where laws and administrative regulations provide otherwise with respect to contracts for the import and export of technology or contracts relating to patents and patent applications, such provisions shall be followed.

Section 4 — Technical Consultancy Contracts and Technical Services Contracts

Article 356.

技术咨询合同包括就特定技术项目提供可行性论证、技术预测、专题技术调查、分析评价报告等合同。

Technical consultancy contracts include contracts for the provision of feasibility studies, calculations and forecasts relating to technology, investigations into specific technology, and analytical and evaluative reports related to specific technical projects.

技术服务合同是指当事人一方以技术知识为另一方解决特定技术问题所订立的合同，不包括建设工程合同和承揽合同。

第三百五十七条

A technical services contract is a contract under which one of the contracting parties uses its technical expertise to resolve a particular technical problem faced by the other party, but technical services contracts do not include contracts for construction projects and work contracts.

Article 357.

技术咨询合同的委托人应当按照约定阐明咨询的问题，提供技术背景材料及有关技术资料、数据；

The commissioning party under a technical consultancy contract shall, in accordance with the parties' agreement, clearly state the problem that is the subject of the consultancy, provide technical background material and

接受受托人的工作成果，支付报酬。

第三百五十八条

技术咨询合同的受托人应当按照约定的期限完成咨询报告或者解答问题；提出的咨询报告应当达到约定的要求。

第三百五十九条

技术咨询合同的委托人未按照约定提供必要的资料和数据，影响工作进度和质量，不接受或者逾期接受工作成果的，支付的报酬不得追回，未支付的报酬应当支付。

技术咨询合同的受托人未按期提出咨询报告或者提出的咨询报告不符合约定的，应当承担减收或者免收报酬等违约责任。

技术咨询合同的委托人按照受托人符合约定要求的咨询报告和意见作出决策所造成的损失，由委托人承担，但当事人另有约定的除外。

第三百六十条

技术服务合同的委托人应当按照约定提供工作条件，完成配合事项；接受工作成果并支付报酬。

第三百六十一条

技术服务合同的受托人应当按照约定完成服务项目，解决技术问题，保证工作质量，并传授解决技术问题的知识。

第三百六十二条

技术服务合同的委托人不履行合同义务或者履行合同义务不符合约定，影响工作进度和质量，不接受或者逾期接受工作成果的，支付的报酬不得追回，未支付的报酬应当支付。

技术服务合同的受托人未按照合同约定完成服务工作的，应当承担免收报酬等违约责任。

第三百六十三条

在技术咨询合同、技术服务合同履行过程中，受托人利用委托人提供的技术资料和工作条件完成的新的技术成果，属于受托人。委托人利用受托人的工作成果完成的新的技术成果，属于委托人。当事人另有约定的，按照其约定。

第三百六十四条

法律、行政法规对技术中介合同、技术培训合同另有规定的，依照其规定。

第十九章 保管合同

第三百六十五条

relevant technical material and data, accept the work results produced by the commissioned party and pay remuneration.

Article 358.

The commissioned party under a technical consultancy contract shall, within the agreed period of time, complete a consultancy report or provide answers to any questions posed; the submitted consultancy report shall meet agreed requirements.

Article 359.

Where the commissioning party under a technical consultancy contract fails to provide necessary materials and data as agreed, thereby affecting the progress and quality of the work, and the commissioning party then refuses to accept or is late in accepting the results of the work, any remuneration paid by the commissioning party may not be retrieved, and any unpaid remuneration shall be paid.

Where the commissioned party under a technical consultancy contract fails to provide the consultancy report on schedule or the technical consultancy report submitted does not satisfy agreed criteria, the said party shall receive a reduced remuneration, or no remuneration, and shall bear other liability for breach of contract.

Except where the parties agree otherwise, the commissioning party to a technical consultancy contract shall be liable for any losses it sustains through its implementation of policies and strategies which are based on a technical consultancy report or opinions which have been prepared by the commissioned party in a manner agreed on by the parties.

Article 360.

The commissioning party to a technical services contract shall provide the agreed working conditions and complete tasks aimed at facilitating cooperation and coordination; the commissioning party shall also accept work results and pay remuneration.

Article 361.

The commissioned party to a technical services contract shall, as agreed by the parties, complete all service tasks, resolve technical problems, provide guarantees of work quality, and pass on the expertise used to resolve the technical problems.

Article 362.

Where the commissioning party to a technical services contract fails to perform its contractual obligations, or does not perform its contractual obligations in the agreed manner, and where this affects work progress and quality, and the commissioning party then refuses to accept or is late in accepting the work results, any remuneration paid by the commissioning party may not be retrieved, and any unpaid remuneration shall be paid.

Where the commissioned party to a technical services contract fails to complete all services tasks as agreed in the contract, it shall receive a reduced remuneration, or no remuneration, and other civil liability for breach of contract.

Article 363.

Any new technical results achieved by the commissioned party in the course of performing a technical consultancy or technical services contract, and achieved through the use of technical background materials and working conditions provided by the commissioning party, shall belong to the commissioned party. Any new technical results achieved by the commissioning party through the use of the work products of the commissioned party shall belong to the commissioning party. Where the parties agree otherwise, their agreement shall be followed.

Article 364.

Where laws and administrative regulations provide otherwise with respect to contracts for the provision of intermediary services in relation to technology and technical training contracts, such provisions shall be followed.

CHAPTER XIX — STORAGE CONTRACTS

Article 365.

<p>保管合同是保管人保管寄存人交付的保管物，并返还该物的合同。</p> <p>第三百六十六条</p>	<p>A storage contract is a contract under which the custodian takes custody of the custodial goods delivered by the depositor, and subsequently returns the said goods to the depositor.</p> <p>Article 366.</p>
<p>寄存人应当按照约定向保管人支付保管费。</p>	<p>The depositor shall pay custody fees to the custodian as agreed by the parties.</p>
<p>当事人对保管费没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，保管是无偿的。</p> <p>第三百六十七条</p>	<p>If the parties have not agreed, or have not come to a clear agreement, on the payment of custody fees, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, custody shall be free of charge.</p> <p>Article 367.</p>
<p>保管合同自保管物交付时成立，但当事人另有约定的除外。</p> <p>第三百六十八条</p>	<p>The storage contract is concluded from the time the custodial goods are delivered, except where the parties agree otherwise.</p> <p>Article 368.</p>
<p>寄存人向保管人交付保管物的，保管人应当给付保管凭证，但另有交易习惯的除外。</p> <p>第三百六十九条</p>	<p>When the depositor delivers the custodial goods to the custodian, the custodian shall provide a custody receipt, except where some other business practice exists.</p> <p>Article 369.</p>
<p>保管人应当妥善保管保管物。</p>	<p>The custodian shall take custody of the custodial goods in an appropriate way.</p>
<p>当事人可以约定保管场所或者方法。除紧急情况或者为了维护寄存人利益的以外，不得擅自改变保管场所或者方法。</p> <p>第三百七十条</p>	<p>The parties may agree on the custodial location or custodial methods. The custodian may not change the custodial location or custodial methods, except in emergency situations or where the change is made to safeguard the depositor's interests.</p> <p>Article 370.</p>
<p>寄存人交付的保管物有瑕疵或者按照保管物的性质需要采取特殊保管措施的，寄存人应当将有关情况告知保管人。寄存人未告知，致使保管物受损失的，保管人不承担损害赔偿责任；保管人因此受损失的，除保管人知道或者应当知道并且未采取补救措施的以外，寄存人应当承担损害赔偿责任。</p> <p>第三百七十一条</p>	<p>Where there are defects in the custodial goods delivered by the depositor or it is necessary to adopt special custodial methods due to the nature of the custodial goods, the depositor shall inform the custodian of the relevant circumstances. If the depositor fails to provide notification, and there is damage to the custodial goods as a result, the custodian shall not be liable to provide compensation for the losses sustained; if the custodian sustains losses as a result of the depositor's failure to provide notification, except where the custodian knows or ought to know of the relevant circumstances and fails to adopt remedial measures, the depositor shall be liable to provide compensation for the losses sustained by the custodian.</p> <p>Article 371.</p>
<p>保管人不得将保管物转交第三人保管，但当事人另有约定的除外。</p>	<p>The custodian shall not transfer the custodial goods into the custody of a third party, except where the parties agree otherwise.</p>
<p>保管人违反前款规定，将保管物转交第三人保管，对保管物造成损失的，应当承担损害赔偿责任。</p> <p>第三百七十二条</p>	<p>If the custodian, in violation of the provisions of the preceding paragraph, transfers the custodial goods to a third party for custody, the custodian shall be liable to provide compensation for any damage to the custodial goods.</p> <p>Article 372.</p>
<p>保管人不得使用或者许可第三人使用保管物，但当事人另有约定的除外。</p> <p>第三百七十三条</p>	<p>The custodian shall not use the custodial goods or license a third party to use the custodial goods, except where the parties to the contract agree otherwise.</p> <p>Article 373.</p>
<p>第三人对保管物主张权利的，除依法对保管物采取保全或者执行的以外，保管人应当履行向寄存人返还保管物的义务。</p>	<p>If a third party claims an interest in the custodial goods, then, except where, in accordance with the law, the third party has adopted preservation measures or measures for the enforcement of a court order, the custodian shall perform its obligation of returning the custodial goods to the depositor.</p>
<p>第三人对保管人提起诉讼或者对保管物申请扣押的，保管人应当及时通知寄存人。</p> <p>第三百七十四条</p>	<p>Where a third party files a lawsuit against the custodian or applies for the custodial goods to be impounded, the custodian shall promptly notify the depositor.</p> <p>Article 374.</p>
<p>保管期间，因保管人保管不善</p>	<p>Where there is loss or damage to the custodial goods during the custody</p>

造成保管物毁损、灭失的，保管人应当承担损害赔偿责任，但保管是无偿的，保管人证明自己没有重大过失的，不承担损害赔偿责任。

第三百七十五条

寄存人寄存货币、有价证券或者其他贵重物品的，应当向保管人声明，由保管人验收或者封存。寄存人未声明的，该物品毁损、灭失后，保管人可以按照一般物品予以赔偿。

第三百七十六条

寄存人可以随时领取保管物。

当事人对保管期间没有约定或者约定不明确的，保管人可以随时要求寄存人领取保管物；约定保管期间的，保管人无特别事由，不得要求寄存人提前领取保管物。

第三百七十七条

保管期间届满或者寄存人提前领取保管物的，保管人应当将原物及其孳息归还寄存人。

第三百七十八条

保管人保管货币的，可以返还相同种类、数量的货币。保管其他可替代物的，可以按照约定返还相同种类、品质、数量的物品。

第三百七十九条

有偿的保管合同，寄存人应当按照约定的期限向保管人支付保管费。当事人对支付期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，应当在领取保管物的同时支付。

第三百八十条

寄存人未按照约定支付保管费以及其他费用的，保管人对保管物享有留置权，但当事人另有约定的除外。

第二十章 仓储合同

第三百八十一条

仓储合同是保管人储存存货人交付的仓储物，存货人支付仓储费的合同。

第三百八十二条

仓储合同自成立时生效。

第三百八十三条

储存易燃、易爆、有毒、有腐蚀性、有放射性等危险物品或者易变质物品，存货人应当说明该物品的性质，提供有关资料。

存货人违反前款规定的，保管人可以拒收仓储物，也可以采取相应措施以避免损失的发生，因此产生的费用由存货人承担。

period due to the poor custodianship of the custodian, the custodian shall be liable to provide compensation for the losses sustained, but where the custodianship is free of charge, and the custodian proves that it has not been seriously at fault, it shall not be liable to provide compensation for the losses sustained.

Article 375.

Where the depositor deposits money, valuable securities or other valuable goods, it shall make a declaration to the custodian to this effect, and the custodian shall examine and accept the goods or seal up the goods for safekeeping. If the depositor fails to make the relevant declaration, then upon the said goods being damaged or lost, the custodian may provide compensation on the basis that the goods are ordinary goods.

Article 376.

The depositor may collect the custodial goods at any time.

Where the parties have not agreed or have not come to a clear agreement on the custody period, the custodian may at any time demand that the depositor collect the custodial goods; where the parties have agreed on a custody period, then in the absence of special circumstances, the custodian may not demand that the depositor collect the goods in advance.

Article 377.

At the expiry of the custody period or when the depositor seeks to collect the custodial goods in advance, the custodian shall return the original custodial goods, as well as any interest accrued on the goods, to the depositor.

Article 378.

Where the custodian takes custody of money, it may return to the depositor currency of the same denomination and the same amount. Where the custodian takes custody of other exchangeable goods, the custodian may return to the depositor goods of a similar type, quality and quantity, in accordance with the parties' agreement.

Article 379.

With respect to custody contracts for value, the depositor shall pay custody fees to the custodian in accordance with agreed deadlines.

If the parties have not agreed, or have not come to a clear agreement, on the deadline for the payment of custody fees, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, then custody fees shall be paid at the same time that the custodial goods are collected.

Article 380.

Where the depositor fails to pay custody fees and other fees as agreed by the parties, the custodian shall enjoy a lien over the custodial goods, except where the parties agree otherwise.

CHAPTER XX — WAREHOUSING CONTRACTS

Article 381.

A warehousing contract is a contract under which the custodian places in storage the goods delivered by the storing party, and the storing party pays storage fees.

Article 382.

A storage contract takes effect from the time it is concluded.

Article 383.

With respect to the storage of inflammable, explosive, poisonous, corrosive, radioactive, or other dangerous goods, or perishable goods, the storing party shall explain the nature of the said goods, and provide any relevant materials.

If the storing party violates the provisions of the preceding paragraph, the custodian may refuse to receive the storage goods, and may also adopt corresponding measures to prevent losses being sustained, and any expenses incurred as a result shall be borne by the storing party.

<p>保管人储存易燃、易爆、有毒、有腐蚀性、有放射性等危险物品的，应当具备相应的保管条件。 第三百八十四条</p>	<p>A custodian who stores inflammable, explosive, poisonous, corrosive, radioactive, or other dangerous goods, must have the relevant safekeeping facilities to store such goods. Article 384.</p>
<p>保管人应当按照约定对入库仓储物进行验收。保管人验收时发现入库仓储物与约定不符合的，应当及时通知存货人。保管人验收后，发生仓储物的品种、数量、质量不符合约定的，保管人应当承担损害赔偿责任。</p>	<p>The custodian shall, as agreed, conduct examination and acceptance procedures with respect to goods entering the warehouse for storage. If the custodian, when conducting examination and acceptance procedures, discovers that the goods entering the warehouse for storage do not comply with the parties' agreement, the custodian shall promptly notify the storing party. Where the custodian discovers, subsequent to the completion of examination and acceptance procedures, that the type, quantity or quality of the storage goods are not as agreed by the parties, the custodian shall be liable to provide compensation for any losses sustained.</p>
<p>第三百八十五条</p>	<p>Article 385.</p>
<p>存货人交付仓储物的，保管人应当给付仓单。 第三百八十六条</p>	<p>When the storing party delivers the storage goods, the custodian shall provide a storage receipt. Article 386.</p>
<p>保管人应当在仓单上签字或者盖章。仓单包括下列事项：</p>	<p>The custodian shall sign or affix its seal to the storage receipt. The storage receipt shall include the following items:</p>
<p>(一) 存货人的名称或者姓名和住所； (二) 仓储物的品种、数量、质量、包装、件数和标记； (三) 仓储物的损耗标准； (四) 储存场所； (五) 储存期间； (六) 仓储费 (七) 仓储物已经办理保险的，其保险金额、期间以及保险人的名称； (八) 填发人、填发地和填发日期。</p>	<p>(1) the storing party's name and domicile; (2) the type, quantity, quality, packaging and labelling of the storage goods, and the number of different items; (3) standards for wear and tear of the storage goods; (4) the storage location; (5) the storage period; (6) storage fees; (7) where the storage goods are already insured, the insured amount, the duration of insurance coverage and the name of the insurer; and (8) the person who has issued the receipt, and the place and date on which the receipt was issued.</p>
<p>第三百八十七条</p>	<p>Article 387.</p>
<p>仓单是提取仓储物的凭证。存货人或者仓单持有人在仓单上背书并经保管人签字或者盖章的，可以转让提取仓储物的权利。</p>	<p>The storage receipt is the evidence on the basis of which the storage goods may be collected. If the storing party or the party holding the storage receipt endorses the storage receipt and the custodian signs or affixes its seal to the receipt, the right to collect the storage goods may be transferred to another party.</p>
<p>第三百八十八条</p>	<p>Article 388.</p>
<p>保管人根据存货人或者仓单持有人的要求，应当同意其检查仓储物或者提取样品。 第三百八十九条</p>	<p>The custodian shall consent to the storage goods being examined or to the collection of a sample, as requested by the storing party or the holder of the storage receipt. Article 389.</p>
<p>保管人对入库仓储物发现有变质或者其他损坏的，应当及时通知存货人或者仓单持有人。</p>	<p>Where the custodian discovers that goods entering the warehouse for storage have deteriorated or are damaged in some other way, the custodian shall promptly notify the storing party or the holder of the storage receipt.</p>
<p>第三百九十条</p>	<p>Article 390.</p>
<p>保管人对入库仓储物发现有变质或者其他损坏，危及其他仓储物的安全和正常保管的，应当催告存货人或者仓单持有人作出必要的处置。因情况紧急，保管人可以作出必要的处置，但事后应当将该情况</p>	<p>Where the custodian discovers that goods entering the warehouse for storage have deteriorated or are damaged in some other way, and the said goods pose a threat to the safe and normal storage of other stored goods, the custodian shall call on the storing party or the holder of the storage receipt to deal with the said goods as required. In an emergency the custodian may dispose of the said goods as required, but once the</p>

及时通知存货人或者仓单持有人。	situation has been dealt with the custodian shall promptly inform the storing party or the holder of the storage receipt what has occurred.
第三百九十一条	Article 391.
当事人对储存期间没有约定或者约定不明确的，存货人或者仓单持有人可以随时提取仓储物，保管人也可以随时要求存货人或者仓单持有人提取仓储物，但应当给予必要的准备时间。	Where the parties have not agreed or have not come to a clear agreement on the storage period, the storing party or the holder of the storage receipt may collect the stored goods at any time, and the custodian may also demand, at any time, that the storing party or the holder of the storage receipt collect the stored goods, but the relevant party must provide the other party with the time needed to make preparations.
第三百九十二条	Article 392.
储存期间届满，存货人或者仓单持有人应当凭仓单提取仓储物。存货人或者仓单持有人逾期提取的，应当加收仓储费；提前提取的，不减收仓储费。	Upon the expiry of the storage period, the storing party or the holder of the storage receipt shall collect the stored goods on the strength of the storage receipt. Where the storing party or the holder of the storage receipt is late in collecting the stored goods, additional storage fees shall be paid; where the goods are collected in advance, there shall not be a reduction in the storage fees collected.
第三百九十三条	Article 393.
储存期间届满，存货人或者仓单持有人不提取仓储物的，保管人可以催告其在合理期限内提取，逾期不提取的，保管人可以提存仓储物。	Where the storing party or the holder of the storage receipt fails to collect the stored goods at the expiry of the storage period, the custodian may call on the relevant person to collect the stored goods within a reasonable period of time, and where the goods are not collected within the said period, the custodian may lodge the stored goods.
第三百九十四条	Article 394.
储存期间，因保管人保管不善造成仓储物毁损、灭失的，保管人应当承担损害赔偿责任。	Where there is loss or damage to the stored goods during the storage period due to poor custodianship, the custodian shall be liable to provide compensation for the losses sustained. Where the stored goods deteriorate or are damaged because the nature and/or packaging of the goods does not conform to the agreement, or because the effective storage period has been exceeded, the custodian shall not be liable to provide compensation for the losses sustained.
因仓储物的性质、包装不符合约定或者超过有效储存期造成仓储物变质、损坏的，保管人不承担损害赔偿责任。	
第三百九十五条	Article 395.
本章没有规定的，适用保管合同的有关规定。	With respect to those issues not addressed by the provisions of this Chapter, the relevant provisions applying to storage contracts shall apply.
第二十一章 委托合同	CHAPTER XXI — MANDATE CONTRACTS
第三百九十六条	Article 396.
委托合同是委托人和受托人约定，由受托人处理委托人事务的合同。	A mandate contract is a contract under which a principal and an agent agree that the agent shall handle the principal's affairs.
第三百九十七条	Article 397.
委托人可以特别委托受托人处理一项或者数项事务，也可以概括委托受托人处理一切事务。	The principal may provide the agent with specific authority to handle one matter or a number of matters on its behalf, or the principal may provide the agent with general authority to handle all of its affairs.
第三百九十八条	Article 398.
委托人应当预付处理委托事务的费用。受托人为处理委托事务垫付的必要费用，委托人应当偿还该费用及其利息。	The principal shall pay in advance any expenses associated with the handling of those affairs which have been delegated. With respect to any essential expenses related to the handling of the principal's affairs which are paid by the agent in the expectation of repayment by the principal, the agent shall be reimbursed the amount of the said expenses plus interest.
第三百九十九条	Article 399.
受托人应当按照委托人的指示处理委托事务。需要变更委托人指示的，应当经委托人同意；因情况紧急，难以和委托人取得联系的，受托人应当妥善处理委托事务，但事后应当将该情况及时报告委托人。	The agent shall handle the principal's affairs in accordance with the principal's instructions. Where it is necessary to alter the principal's instructions, the principal's consent shall be obtained; where an emergency arises and it is difficult to establish contact with the principal, the agent shall handle the delegated affairs in an appropriate manner, but after the event the agent shall immediately provide the principal with a report explaining what has occurred.
第四百条	Article 400.
受托人应当亲自处理委托事务。经委托人同意，受托人可以转委托。转委托经同意的，委托人可	All delegated affairs shall be handled by the agent itself. With the consent of the principal, the agent may sub-delegate the handling of delegated affairs. Once consent to the sub-delegation has been obtained, the

以就委托事务直接指示转委托的第三人，受托人仅就第三人的选任及其对第三人的指示承担责任。转委托未经同意的，受托人应当对转委托的第三人的行为承担责任，但在紧急情况下受托人为维护委托人的利益需要转委托的除外。

第四百零一条

受托人应当按照委托人的要求，报告委托事务的处理情况。委托合同终止时，受托人应当报告委托事务的结果。

第四百零二条

受托人以自己的名义，在委托人的授权范围内与第三人订立的合同，第三人在订立合同时知道受托人与委托人之间的代理关系的，该合同直接约束委托人和第三人，但有确切证据证明该合同只约束受托人和第三人的除外。

第四百零三条

受托人以自己的名义与第三人订立合同时，第三人不知道受托人与委托人之间的代理关系的，受托人因第三人的原因对委托人不履行义务，受托人应当向委托人披露第三人，委托人因此可以行使受托人对第三人的权利，但第三人与受托人订立合同时如果知道该受托人就不会订立合同的除外。

受托人因委托人的原因对第三人不履行义务，受托人应当向第三人披露委托人，第三人因此可以选择受托人或者委托人作为相对人主张其权利，但第三人不得变更选定的相对人。

委托人行使受托人对第三人的权利的，第三人可以向委托人主张其对受托人的抗辩。第三人选定受托人作为其相对人的，委托人可以向第三人主张其对受托人的抗辩以及受托人对第三人的抗辩。

第四百零四条

受托人处理委托事务取得的财产，应当转交给委托人。

第四百零五条

受托人完成委托事务的，委托人应当向其支付报酬。因不可归责于受托人的事由，委托合同解除或者委托事务不能完成的，委托人应当向受托人支付相应的报酬。当事人另有约定的，按照其约定。

第四百零六条

有偿的委托合同，因受托人的过错给委托人造成损失的，委托人可以要求赔偿损失。无偿的委托合同，因受托人的故意或者重大过失给委托人造成损失的，委托人可以要求赔偿损失。

受托人超越权限给委托人造成

principal may directly instruct an authorised third party to handle the delegated affairs, and the agent shall only be liable in relation to its choice of the said third party and any instructions it gives to the third party. Where the consent of the principal to the sub-delegation has not been obtained, the agent shall be liable for all the conduct of the delegated third party, except where, in an emergency situation, it is necessary for the agent to carry out sub-delegation in order to protect the principal's interests.

Article 401.

The agent shall provide a report on its handling of the principal's delegated affairs as required by the principal. When a mandate contract is terminated, the agent shall report on the final situation in relation to the delegated affairs.

Article 402.

Where the agent concludes a contract in its own name with a third party, and to do so is within the scope of the authorisation given by the principal, and at the time of concluding the contract the third party knows of the relationship of agency existing between the principal and the agent, the said contract shall directly bind the principal and the third party, unless there is conclusive evidence which proves that the contract only binds the agent and the third party.

Article 403.

Where the agent concludes a contract in its own name with a third party, and at this time the third party does not know of the relationship of agency existing between the principal and the agent, and the agent then fails to perform a duty owed to the principal due to a reason associated with the said third party, the agent shall immediately reveal to the principal the existence of the third party, and the principal may exercise any rights enjoyed by the agent as against the third party, unless the third party would not have concluded the contract had it known of the existence of the said principal at the time that it concluded the said contract with the agent.

Where the agent fails to perform a duty owed to the third party due to a reason associated with the principal, the agent shall immediately reveal to the third party the existence of the principal, and the third party may then choose either the agent or the principal as the relevant party against whom it asserts its rights. However, the third party may not at a later stage alter its choice of relevant party.

Where the principal exercises the agent's rights in relation to the third party, the third party may raise with the principal its counterclaims and its defences to any assertion of rights against the agent. Where the third party chooses the principal as the relevant party against whom it asserts its rights, the principal may raise, with the third party, its own counterclaims and its defences to the claims of the agent as well as the counterclaims and defences of the agent to the claims of the third party.

Article 404.

Any property obtained by the agent in the course of handling delegated affairs shall be passed on to the principal.

Article 405.

When the agent has completed its handling of the delegated affairs, the principal shall pay remuneration to the agent. Where, due to circumstances for which the agent cannot be held responsible, the mandate contract is dissolved or the handling of the delegated affairs cannot be completed, the principal shall pay a corresponding amount of compensation to the agent. Where the parties agree otherwise, their agreement shall be applied.

Article 406.

With respect to mandate contracts for value, the principal may demand compensation for any losses sustained due to the error of the agent. With respect to mandate contracts not for value, the principal may demand compensation for any losses sustained due to the deliberate acts or gross negligence of the agent.

The agent shall provide compensation for losses sustained by the principal as a result of the agent acting in excess of its authority.

损失的，应当赔偿损失。

第四百零七条

Article 407.

受托人处理委托事务时，因不可归责于自己的事由受到损失的，可以向委托人要求赔偿损失。

Where the agent sustains losses in the course of handling delegated affairs due to circumstances for which the agent cannot be held responsible, the agent may demand that the principal provide compensation for the said losses.

第四百零八条

Article 408.

委托人经受托人同意，可以在受托人之外委托第三人处理委托事务。因此给受托人造成损失的，受托人可以向委托人要求赔偿损失。

The principal may, with the consent of the agent, authorise some third party other than the agent to handle the delegated affairs. The agent may demand that the principal provide compensation for any losses sustained as a result.

第四百零九条

Article 409.

两个以上的受托人共同处理委托事务的，对委托人承担连带责任。

Where two or more agents jointly handle delegated affairs, the said agents shall be jointly and severally liable to the principal.

第四百一十条

Article 410.

委托人或者受托人可以随时解除委托合同。因解除合同给对方造成损失的，除不可归责于该当事人的事由以外，应当赔偿损失。

A principal or an agent may dissolve a mandate contract at any time. A party shall be liable to provide compensation for any losses sustained by the other party due to the dissolution of the contract, except with respect to those losses for which the said party cannot be held responsible.

第四百一十一条

Article 411.

委托人或者受托人死亡、丧失民事行为能力或者破产的，委托合同终止，但当事人另有约定或者根据委托事务的性质不宜终止的除外。

Where the principal or the agent dies, loses its capacity for civil acts or becomes bankrupt, the mandate contract shall be terminated, unless the parties have agreed otherwise or termination is not appropriate due to the nature of the delegated affairs.

第四百一十二条

Article 412.

因委托人死亡、丧失民事行为能力或者破产，致使委托合同终止将损害委托人利益的，在委托人的继承人、法定代理人或者清算组织承受委托事务之前，受托人应当继续处理委托事务。

Where the principal dies, loses its capacity for civil acts or becomes bankrupt, and the resulting termination of the mandate contract will be detrimental to the principal's interests, then prior to the principal's heirs, legal representative or liquidation organisation assuming responsibility for the delegated affairs, the agent shall continue to handle the delegated affairs.

第四百一十三条

Article 413.

因受托人死亡、丧失民事行为能力或者破产，致使委托合同终止的，受托人的继承人、法定代理人或者清算组织应当及时通知委托人。因委托合同终止将损害委托人利益的，在委托人作出善后处理之前，受托人的继承人、法定代理人或者清算组织应当采取必要措施。

Where the agent dies, loses its capacity for civil acts or becomes bankrupt, resulting in the termination of the mandate contract, the agent's heirs, legal representative or liquidation organisation shall immediately notify the principal. Where the termination of the mandate contract will be detrimental to the principal's interests, then prior to the principal acting to rectify the situation, the agent's heirs, legal representative or liquidation organisation shall take necessary measures.

第二十二章 行纪合同

CHAPTER XXII — COMMISSION CONTRACTS

第四百一十四条

Article 414.

行纪合同是行纪人以自己的名义为委托人从事贸易活动，委托人支付报酬的合同。

A commission contract is a contract under which a commission agent conducts trading activities in its own name on behalf of a principal, and the principal pays remuneration to the commission agent.

第四百一十五条

Article 415.

行纪人处理委托事务支出的费用，由行纪人负担，但当事人另有约定的除外。

Expenses paid by the commission agent in the course of handling the principal's affairs shall be borne by the commission agent, except where the parties agree otherwise.

第四百一十六条

Article 416.

行纪人占有委托物的，应当妥善保管委托物。

When the commission agent is in possession of goods entrusted to its care, it shall take appropriate care of the said goods.

第四百一十七条

Article 417.

委托物交付给行纪人时有瑕疵或者容易腐烂、变质的，经委托人同意，行纪人可以处分该物；和委托人不能及时取得联系的，行纪人

If, at the time they are delivered, the entrusted goods are defective or are liable to decompose or deteriorate, then with the consent of the principal, the commission agent may dispose of the said goods; where the commission agent is unable to establish contact with the principal

可以合理处分。

immediately, the commission agent may dispose of the said goods in a reasonable manner.

第四百一十八条

Article 418.

行纪人低于委托人指定的价格卖出或者高于委托人指定的价格买入的，应当经委托人同意。未经委托人同意，行纪人补偿其差额的，该买卖对委托人发生效力。

If the commission agent sells goods at a price lower than the price specified by the principal or buys goods at a price higher than the price specified by the principal, the principal's consent shall be obtained. Where the principal's consent is not obtained, the commission agent shall compensate the principal for the difference in the relevant prices, and the said purchase or sale shall be binding on the principal.

行纪人高于委托人指定的价格卖出或者低于委托人指定的价格买入的，可以按照约定增加报酬。没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，该利益属于委托人。

If the commission agent sells goods at a price higher than the price specified by the principal or buys goods at a price lower than the price specified by the principal, the commission agent may increase the amount of its remuneration in accordance with the parties' agreement. Where there has been no agreement, or no clear agreement, on any increase in remuneration, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, the principal shall retain the said benefit.

委托人对价格有特别指示的，行纪人不得违背该指示卖出或者买入。

Where the principal gives special instructions in relation to the price at which the goods are to be purchased or sold, the commission agent may not act contrary to these instructions in completing the purchase or sale.

第四百一十九条

Article 419.

行纪人卖出或者买入具有市场定价的商品，除委托人有相反的意思表示的以外，行纪人自己可以作为买受人或者出卖人。

Where the commission agent sells or purchases commodities which have a quoted market price, the commission agent may itself be the purchaser or seller in the relevant transaction, unless the principal expresses a preference that this not be the case.

行纪人有前款规定情形的，仍然可以要求委托人支付报酬。

A commission agent who is in the situation described in the preceding paragraph may still demand that the principal pay remuneration.

第四百二十条

Article 420.

行纪人按照约定买入委托物，委托人应当及时受领。经行纪人催告，委托人无正当理由拒绝受领的，行纪人依照本法第一百零一条的规定可以提存委托物。

Where the commission agent purchases entrusted goods as agreed, the principal shall promptly collect the said goods. Where the commission agent has called on the principal to collect the goods, and the principal has no legitimate reason to refuse to collect the goods, the commission agent may lodge the entrusted goods in accordance with the provisions of Article 101 of this Law.

委托物不能卖出或者委托人撤回出卖，经行纪人催告，委托人取回或者不处分该物的，行纪人依照本法第一百零一条的规定可以提存委托物。

Where the entrusted goods cannot be sold or the principal withdraws the offering of the goods for sale, and the principal does not take back or dispose of the said goods after being called upon by the commission agent to do so, the commission agent may lodge the entrusted goods in accordance with the provisions of Article 101 of this Law.

第四百二十一条

Article 421.

行纪人与第三人订立合同的，行纪人对合同直接享有权利、承担义务。

Where the commission agent concludes a contract with a third party, the commission agent shall directly enjoy rights and assume responsibilities in relation to the said contract.

第三人不履行义务致使委托人受到损害的，行纪人应当承担损害赔偿责任，但行纪人与委托人另有约定的除外。

Where the principal sustains losses due to the failure of the third party to perform its obligations, the commission agent shall be liable to provide compensation for the losses sustained, unless the commission agent and the principal have agreed otherwise.

第四百二十二条

Article 422.

行纪人完成或者部分完成委托事务的，委托人应当向其支付相应的报酬。委托人逾期不支付报酬的，行纪人对委托物享有留置权，但当事人另有约定的除外。

Where the commission agent has completed the delegated tasks wholly or in part, the principal shall pay the commission agent the corresponding amount of remuneration. If the principal does not pay remuneration on time, the commission agent shall enjoy a lien over the entrusted goods, unless the parties have agreed otherwise.

第四百二十三条

Article 423.

本章没有规定的，适用委托合同的有关规定。

With respect to those issues not covered by the provisions of this Chapter, the relevant provisions applying to mandate contracts shall apply.

第二十三章 居间合同

CHAPTER XXIII — CONTRACTS FOR INTERMEDIARY SERVICES

第四百二十四条

Article 424.

居间合同是居间人向委托人报

A contract for intermediary services is a contract under which the

告订立合同的机会或者提供订立合同的媒介服务，委托人支付报酬的合同。

第四百二十五条

居间人应当就有关订立合同的事项向委托人如实报告。

居间人故意隐瞒与订立合同有关的重要事实或者提供虚假情况，损害委托人利益的，不得要求支付报酬并应当承担损害赔偿责任。

第四百二十六条

居间人促成合同成立的，委托人应当按照约定支付报酬。对居间人的报酬没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，根据居间人的劳务合理确定。因居间人提供订立合同的媒介服务而促成合同成立的，由该合同的当事人平均负担居间人的报酬。居间人促成合同成立的，居间活动的费用，由居间人负担。

第四百二十七条

居间人未促成合同成立的，不得要求支付报酬，但可以要求委托人支付从事居间活动支出的必要费用。

附则 第四百二十八条

本法自1999年10月1日起施行，《中华人民共和国合同法》、《中华人民共和国涉外经济合同法》、《中华人民共和国技术合同法》同时废止。

intermediary reports to the client on opportunities for the conclusion of contracts or supplies intermediary services relating to the conclusion of contracts, and the client pays remuneration to the intermediary.

Article 425.

The intermediary shall provide the client with a strictly truthful account of all matters relating to the conclusion of any contract.

Where the intermediary deliberately conceals important matters relating to the conclusion of contracts or supplies a false account of the situation, to the detriment of the client's interests, the intermediary may not demand the payment of remuneration and shall also be liable to provide compensation for any losses sustained.

Article 426.

Where the intermediary facilitates the establishment of a contract, the client shall pay remuneration to the intermediary as agreed. Where there has been no agreement, or no clear agreement, on the intermediary's remuneration, and the issue cannot be determined by reference to the provisions of Article 61 of this Law, remuneration shall be determined in a reasonable manner on the basis of the intermediary's labour. Where the provision, by the intermediary, of intermediary services relating to the conclusion of the contract facilitates the establishment of a contract, the parties to the said contract shall be equally liable to pay the intermediary's remuneration.

Where an intermediary facilitates the establishment of a contract, expenses relating to the relevant intermediary activities shall be borne by the intermediary.

Article 427.

Where an intermediary fails to facilitate the establishment of a contract, the intermediary may not demand the payment of remuneration, but the intermediary may demand that the client provide reimbursement for necessary expenses incurred in the course of the relevant intermediary activities.

Supplementary Provisions

Article 428.

This Law shall take effect from 1 October 1999, and the Economic Contract Law of the People's Republic of China, the Foreign Economic Contract Law of the People's Republic of China and the Technology Contract Law of the People's Republic of China shall all be repealed simultaneously.



扫一扫，手机阅读更方便