

PRC Contract Law
中华人民共和国合同法
(一九九九年三月十五日公布, 自一九九九年十月一日起施行。)

GENERAL PROVISIONS

总则

PART ONE: GENERAL STIPULATIONS

第一章 一般规定

Article 1: This Law has been formulated to protect the lawful rights and interests of contracting parties, maintain social and economic order and promote socialist modernization.

第一条 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。

Article 2: For the purposes of this Law, the term “contracts” refers to agreements by which natural persons, legal persons and/or other organizations, as equal parties, establish, modify or terminate relationships of civil rights and obligations.

第二条 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。

Agreements concerning such civil status matters as marriage, adoption, guardianship, etc. are governed by other laws.

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。

Article 3: Contracting parties have equal legal status, and one party may not impose his will upon the other party.

第三条 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。

Article 4: Parties enjoy the legal right to voluntarily conclude contracts, and no work unit or individual may illegally intervene therein.

第四条 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。

Article 5: The parties shall abide by the principle of fairness in determining the rights and obligations of the parties.

第五条 当事人应当遵循公平原则确定各方的权利和义务。

Article 6: The parties shall abide by the principle of good faith in exercising their rights and performing their obligations.

第六条 当事人行使权利、履行义务应当遵循诚实信用原则。

Article 7: When concluding and performing contracts, the parties shall comply with the laws and administrative regulations and respect public morals, and they may not disturb the social or

economic order or harm the public interest.

第七条当事人订立、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。

Article 8: Legally formed contracts are legally binding on the parties. The parties shall perform their respective obligations as agreed, and no party may modify or terminate the contract on his own authority.

第八条依法成立的合同，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。

Legally formed contracts are protected by law.

依法成立的合同，受法律保护。

PART TWO: FORMATION OF CONTRACTS

第二章合同的订立

Article 9: When concluding contracts, the parties shall have the appropriate capacities for civil rights and for civil acts.

第九条当事人订立合同，应当具有相应的民事权利能力和民事行为能力。

A party may legally entrust an agent to conclude the contract on his behalf.

当事人依法可以委托代理人订立合同。

Article 10: The parties may conclude their contract in writing, orally or in another form.

第十条当事人订立合同，有书面形式、口头形式和其他形式。

If a law or administrative regulation stipulates that it be in writing, it shall be in writing. If the parties agree that it be in writing, it shall be in writing.

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。

Article 11: The term "in writing" refers to a form which is capable of tangibly representing its content, such as written instruments, letters and electrically or electronically transmitted documents (including telegrams, telexes, facsimiles, electronic data interchange and e-mail), etc.

第十一条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。

Article 12: The particulars of a contract shall be agreed upon by the parties. In general, such particulars shall include the following terms:

第十二条合同的内容由当事人约定，一般包括以下条款：

(1) the names and domiciles of the parties;

（一）当事人的名称或者姓名和住所；

(2) the subject matter;

(二) 标的;

(3) the quantities;

(三) 数量;

(4) the quality;

(四) 质量;

(5) the price or remuneration;

(五) 价款或者报酬;

(6) the time limit for, and place and method of, performance;

(六) 履行期限、地点和方式;

(7) liability for breach of contract; and

(七) 违约责任;

(8) the method of dispute resolution.

(八) 解决争议的方法。

In concluding a contract, the parties may refer to the model texts for various types of contract.

当事人可以参照各类合同的示范文本订立合同。

Article 13: The parties shall conclude their contract by the method of offer and acceptance.

第十三条当事人订立合同，采取要约、承诺方式。

Article 14: An offer is a party's declaration of his intent to conclude a contract with another party.

The declaration shall comply with the following provisions:

第十四条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：

(1) its content shall be specific and definite; and

(一) 内容具体确定;

(2) it shall indicate that the offeror will be bound by it upon its acceptance by the offeree.

(二) 表明经受要约人承诺，要约人即受该意思表示约束。

Article 15: An invitation to offer is a party's declaration of his intent to have another party make him an offer. Delivered price lists, auction announcements, announcements of an invitation to tender, share prospectuses, commercial advertisements, etc. are invitations to offer.

第十五条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。

Commercial advertisements whose contents comply with the requirements for offers are deemed

to be offers.

商业广告的内容符合要约规定的，视为要约。

Article 16: An offer becomes effective when it reaches the offeree.

第十六条要约到达受要约人时生效。

If a contract is concluded by using the electrically or electronically transmitted document method, and the addressee designates a specific system to receive the electrically or electronically transmitted document, the document is deemed to have reached the offeree when it enters the designated system. If no specific system is designated, the document is deemed to have reached the offeree at its first entry into any of the offeree's systems.

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。

Article 17: An offer may be withdrawn. The notification of the withdrawal of the offer shall reach the offeree before or at the same time as the offer.

第十七条要约可以撤回。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。

Article 18: An offer may be revoked. The notice of revocation of the offer shall reach the offeree before he has dispatched an acceptance.

第十八条要约可以撤销。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。

Article 19: An offer may not be revoked if:

第十九条有下列情形之一的，要约不得撤销：

(1) the offeror has clearly indicated, whether by stating a fixed time for acceptance or otherwise, that it is irrevocable; or

（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；

(2) the offeree had reason to believe that the offer was irrevocable and has already made preparations to perform the contract.

（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。

Article 20: An offer becomes void if:

第二十条有下列情形之一的，要约失效：

(1) a rejection of the offer reaches the offeror;

（一）拒绝要约的通知到达要约人；

(2) the offeror lawfully revokes the offer;

（二）要约人依法撤销要约；

(3) the fixed time for acceptance expires without acceptance by the offeree; or

(三) 承诺期限届满，受要约人未作出承诺；

(4) the offeree materially alters the particulars of the offer.

(四) 受要约人对要约的内容作出实质性变更。

Article 21: An acceptance is the offeree's declaration of his intent to assent to an offer.

第二十一条承诺是受要约人同意要约的意思表示。

Article 22: An acceptance shall be manifested by means of notification, unless usage of trade permits that acceptance be manifested by performing an act or the offer indicates that acceptance may be manifested by performing an act.

第二十二条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。

Article 23: An acceptance shall reach the offeror within the time fixed in the offer.

第二十三条承诺应当在要约确定的期限内到达要约人。

If no time for acceptance is fixed in the offer, the acceptance shall reach the offeror by the time specified below:

要约没有确定承诺期限的，承诺应当依照下列规定到达：

(1) if the offer is made to a person who is present, the acceptance shall be made promptly, unless otherwise agreed by the parties;

(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；

(2) if the offer is made to a person who is not present, the acceptance shall reach the offeror within a reasonable period of time.

(二) 要约以非对话方式作出的，承诺应当在合理期限内到达。

Article 24: If an offer is made by letter or telegram, the period of time for acceptance begins to run from the date shown on the letter or the date on which the telegram was handed in for dispatch. If there is no date shown on the letter, the period of time for acceptance begins to run from the date shown on the letter's postmark. If the offer is made by telephone, facsimile or other means of instantaneous communication, the period of time for acceptance begins to run from the moment that the offer reaches the offeree.

第二十四条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。

Article 25: A contract is formed when the acceptance becomes effective.

第二十五条承诺生效时合同成立。

Article 26: An acceptance notice becomes effective when it reaches the offeror. If the acceptance

does not require notification, it becomes effective at the moment of performance of the act indicating acceptance according to usage of trade or as required by the offer.

第二十六条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。

If a contract is concluded in the form of an electrically or electronically transmitted document, the time of arrival of the acceptance is governed by the provisions of the second paragraph of Article 16 of this Law.

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。

Article 27: An acceptance may be withdrawn. The notification of the withdrawal of the acceptance shall reach the offeror before or at the same time as the notification of acceptance.

第二十七条承诺可以撤回。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。

Article 28: If the offeree's acceptance is dispatched after the period of time fixed for acceptance, it constitutes a new offer unless the offeror notifies the offeree in a timely manner that the acceptance is effective.

第二十八条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。

Article 29: If the offeree's acceptance is dispatched within the period of time fixed for acceptance and under normal circumstances would have reached the offeror in a timely manner, but, as a consequence of other factors, reaches the offeror after the period of time for acceptance, the acceptance is effective unless the offeror notifies the offeree in a timely manner that he does not accept the acceptance due to its late arrival.

第二十九条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。

Article 30: The particulars of the acceptance shall be consistent with the particulars of the offer. If the offeree makes material modifications to the particulars of the offer, it constitutes a new offer. Modifications to the subject matter of the contract, quantities, quality, price or remuneration, time limit for performance, place or method of performance, liability for breach of contract or method of dispute resolution constitute material modifications to the particulars of the offer.

第三十条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。

Article 31: If the acceptance makes non-material modifications to the particulars of the offer, the acceptance is effective and the particulars of the contract are the particulars of the offer, unless the offeror expresses his objection to the modifications in a timely manner or the offer indicates that the acceptance may not make any modifications to the particulars.

第三十一条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准。

Article 32: If the parties conclude their contract in the form of a written instrument, the contract is formed when the parties sign or seal the instrument.

第三十二条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。

Article 33: If the parties conclude their contract in the form of a letter or an electrically or electronically transmitted document, etc., they may require the execution of a letter of confirmation before the contract is formed, in which case the contract is formed when the letter of confirmation is executed.

第三十三条当事人采用信件、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。

Article 34: The place where the acceptance becomes effective is the place of formation of the contract.

第三十四条承诺生效的地点为合同成立的地点。

If the contract is concluded in the form of an electrically or electronically transmitted document, the principal place of business of the addressee is the place of formation of the contract; if the addressee does not have a principal place of business, his habitual residence is the place of formation of the contract. If the parties have agreed otherwise, their agreement shall govern.

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。

Article 35: If the parties conclude their contract in the form of a written instrument, the place where the parties sign or seal it is the place of formation of the contract.

第三十五条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。

Article 36: If laws or administrative regulations stipulate or the parties have agreed that their contract be concluded in writing but the parties did not do so, a contract is nevertheless formed if one of the parties has already performed his main obligations and the other party accepts the performance.

第三十六条法律、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。

Article 37: If a contract is to be concluded in the form of a written instrument but one party has already performed his main obligations before the signing or sealing of that instrument, a contract is formed if the other party accepts the performance.

第三十七条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。

Article 38: When the State, in light of its requirements, imposes mandatory tasks or State procurement tasks, the contracts between the legal persons or other organizations concerned shall

be concluded in accordance with the rights and obligations stipulated in the relevant laws and administrative regulations.

第三十八条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。

Article 39: When a contract is concluded using standard clauses, the party providing the standard clauses shall abide by the principle of fairness when determining the rights and obligations of the parties, and shall, in a reasonable manner, draw the attention of the other party to clauses which exempt or limit his liability and, if so requested by the other party, explain such clauses.

第三十九条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。

Standard clauses are clauses which a party formulated in advance for repeated use, and which he did not negotiate with the other party when concluding the contract.

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。

Article 40: A standard clause is void if it involves any of the circumstances stipulated in Articles 52 and 53 of this Law, or if it exempts the party providing it from liability, increases the liability of the other party or deprives the other party of a major right.

第四十条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。

Article 41: If a dispute arises over the understanding of a standard clause, the clause shall be interpreted in accordance with the usual understanding of such a clause. If there are two or more interpretations of a standard clause, the clause shall be interpreted in a manner that does not favour the party that provided the said clause. If there is an inconsistency between a standard clause and a non-standard clause, the non-standard clause shall prevail.

第四十一条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。

Article 42: A party which causes loss to the other party is liable for damages if during the course of concluding the contract he:

第四十二条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：

(1) negotiated in bad faith under the pretext of concluding a contract;

（一）假借订立合同，恶意进行磋商；

(2) deliberately concealed an important fact relevant to the conclusion of the contract or provided false information; or

（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；

(3) engaged in another act counter to the principle of good faith.

(三) 有其他违背诚实信用原则的行为。

Article 43: Trade secrets learned by a party during the course of concluding a contract may not be disclosed or improperly used, regardless of whether the contract is formed or not. If a party causes loss to the other party through the disclosure or improper use of such trade secrets, he is liable for damages.

第四十三条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。

PART THREE: VALIDITY OF CONTRACTS

第三章合同的效力

Article 44: A legally formed contract is effective from its formation.

第四十四条依法成立的合同，自成立时生效。

If laws or administrative regulations provide that procedures such as approval and/or registration be carried out before a contract enters into effect, such provisions shall govern.

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。

Article 45: The parties may agree to attach conditions to the effectiveness of the contract. Contracts with conditions precedent become effective upon fulfillment of those conditions. Contracts with conditions subsequent become void upon fulfillment of those conditions.

第四十五条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。

If a party improperly and for his own benefit obstructs the fulfillment of a condition, the condition is deemed to have been fulfilled. If a party improperly and for his own benefit facilitates the fulfillment of a condition, the condition is deemed not to have been fulfilled.

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。

Article 46: The parties may agree to attach a time limit to the effectiveness of the contract. A contract with an attached time limit for its entry into effect enters into effect upon the expiration of such time limit. A contract with an attached time limit for termination becomes void upon the expiration of such time limit.

第四十六条当事人对合同的效力可以约定附期限。附生效期限的合同，自期限届至时生效。

附终止期限的合同，自期限届满时失效。

Article 47: If a person with restricted capacity for civil acts concludes a contract, such contract is effective after it is ratified by his statutory agent. However, contracts under which such person merely acquires a benefit or which are compatible with that person's age, intellectual capacity or mental health do not require ratification by his statutory agent.

第四十七条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。

The opposite party may demand that the statutory agent ratify the contract within one month. If the statutory agent fails to indicate a decision, he is deemed to have refused ratification. The bona fide opposite party has the right to rescind the contract prior to its being ratified. Such rescission shall be made in the form of a notification.

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。

Article 48: If a contract is concluded in the name of a principal by a person who has no power of agency, who exceeds his power of agency, or whose power of agency has expired, and the principal does not ratify it, it is not binding on the principal and liability for it shall be borne by the said person who concluded it.

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。

The opposite party may demand that the principal ratify the contract within one month. If the principal fails to indicate a decision, he is deemed to have refused ratification. The bona fide opposite party has the right to rescind the contract prior to its being ratified. Such rescission shall be made in the form of a notification.

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。

Article 49: If a contract is concluded in the name of a principal by a person who has no power of agency, who exceeds his power of agency, or whose power of agency has expired, and the opposite party has reason to believe that the person with whom he concludes the contract has power of agency, then such act of agency is valid.

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。

Article 50: If the legal representative or a responsible person of a legal person or another

organization acts ultra vires when concluding a contract, the act of representation is valid unless the other party knew or ought to have known that the contract was concluded ultra vires.

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。

Article 51: If a person with no right of disposition disposes of another person's property, the contract is valid if it is ratified by the person who does have such right or if the person without the right of disposition obtains such right after conclusion of the contract.

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。

Article 52: A contract is void if:

第五十二条有下列情形之一的，合同无效：

(1) a party uses fraud or coercion to conclude a contract, thereby harming the interests of the State;

（一）一方以欺诈、胁迫的手段订立合同，损害国家利益；

(2) it is a malicious conspiracy to harm the interests of the State, a collective or a third party;

（二）恶意串通，损害国家、集体或者第三人利益；

(3) it conceals an illegal objective by giving it a legal form;

（三）以合法形式掩盖非法目的；

(4) it harms the public interest; or

（四）损害社会公共利益；

(5) it violates mandatory provisions of laws or administrative regulations.

（五）违反法律、行政法规的强制性规定。

Article 53: Exemption clauses in a contract are void if:

第五十三条合同中的下列免责条款无效：

(1) they exempt a party from liability for bodily harm caused to the other party; or

（一）造成对方人身伤害的；

(2) they exempt a party from liability for property losses caused to the other party either willfully or as a result of gross negligence.

(二) 因故意或者重大过失造成对方财产损失的。

Article 54: A party has the right to petition a people's court or an arbitral institution to modify or rescind a contract if:

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撤销：

(1) it was concluded as a result of a major mistake; or

(一) 因重大误解订立的；

(2) it was clearly unconscionable at the time of conclusion.

(二) 在订立合同时显失公平的。

If a party used fraud or coercion or took advantage of the other party's vulnerability to cause him to conclude a contract which was contrary to his true intention, the injured party has the right to petition a people's court or an arbitral institution to modify or rescind the contract.

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。

The people's court or arbitral institution may not rescind the contract if the party petitioned to have it modified.

当事人请求变更的，人民法院或者仲裁机构不得撤销。

Article 55: The right of rescission is extinguished if:

第五十五条有下列情形之一的，撤销权消灭：

(1) the party with the right of rescission fails to exercise such right within one year of the date on which he learned or ought to have learned of the cause for rescission; or

(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；

(2) the party with the right of rescission expressly states or through his conduct indicates his waiver of such right after learning of the cause for rescission.

(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。

Article 56: A void or rescinded contract has no legally binding force ab initio. If a contract is partially void and the validity of the other part is unaffected thereby, such other part remains valid.
第五十六条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。

Article 57: The invalidity, rescission or termination of a contract does not affect the validity of independently existing clauses in the contract which concern the method of dispute resolution.
第五十七条合同无效、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。

Article 58: Property obtained by virtue of a void or rescinded contract shall be returned. If it is impossible or unnecessary to return it, the property shall be evaluated in terms of money and compensation made accordingly. The party at fault shall compensate the other party for the resultant loss. If both parties are at fault, each shall bear his corresponding liability.
第五十八条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。

Article 59: Property obtained as a result of a malicious conspiracy between the parties to damage the interests of the State, a collective or a third party, shall pass to the State or be returned to the collective or the third party.
第五十九条当事人恶意串通，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。

PART FOUR: PERFORMANCE OF CONTRACTS

第四章 合同的履行

Article 60: The parties shall fully perform their obligations as agreed.
第六十条当事人应当按照约定全面履行自己的义务。

The parties shall perform such obligations as giving notice, providing assistance and maintaining confidentiality, etc. in accordance with the nature and the objective of the contract, and usage of trade, while adhering to the principle of good faith.
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。

Article 61: After a contract enters into effect the parties may agree to supplement such particulars as quality, price or remuneration, place of performance, etc. which were not stipulated or were not explicitly stipulated in the original contract. If no supplementary agreement can be reached, the particulars shall be determined in accordance with the relevant clauses of the contract or usage of trade.

第六十一条合同生效后，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定。

Article 62: If relevant particulars stipulated by the parties in their contract are not explicit and not determinable pursuant to Article 61 of this Law, the following provisions apply:

第六十二条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：

(1) If the contract is not explicit as to the quality requirements, performance shall be in accordance with State or industry standards. If there are no State or industry standards, performance shall be in accordance with customary standards or such specific standards as are consistent with the objective of the contract.

（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。

(2) If the contract is not explicit as to the price or remuneration, performance shall be in accordance with the market price prevailing in the place of performance at the time the contract was concluded. If the law requires that government set prices or government guideline prices be used, performance shall be in accordance with such requirements.

（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。

(3) If the contract is not explicit as to the place of performance, and the object of the prestation is money, performance shall occur at the place where the party receiving the money is located. If immovable property is to be delivered, performance shall occur at the place where the immovable property is located. For other subject matters, performance shall occur at the place where the party performing the obligation is located.

（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。

(4) If the contract is not explicit as to the time limit for performance, performance may be carried out by the obligor at any time; the obligee may also demand performance at any time, provided, however, that he accords the other party the necessary preparation time.

（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。

(5) If the contract is not explicit as to the method of performance, performance shall be made by a method conducive to the achievement of the objective of the contract.

(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。

(6) If the contract is not explicit as to which party shall bear the costs of performance, they shall be borne by the party performing the obligation.

(六) 履行费用的负担不明确的, 由履行义务一方负担。

Article 63: If a government fixed price or a government guideline price is used, and such price is adjusted during the time limit for delivery stipulated in the contract, the price shall be calculated in accordance with the price prevailing at the time of delivery. If the subject matter is not delivered within the time limit and the price rises, the original price shall be used; if the price drops, the new price shall be used. If delivery is not taken or payment not made within the time limit and the price rises, the new price shall be used; if the price drops, the original price shall be used.

第六十三条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。

Article 64: If the parties have agreed that the obligor's obligation shall be performed for the benefit of a third party and the obligor fails to do so or performs the obligation in a way other than agreed upon, the obligor is liable to the obligee for breach of contract.

第六十四条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。

Article 65: If the parties have agreed that the obligation towards the obligee shall be performed by a third party and the third party fails to do so or performs the obligation in a way other than agreed upon, the obligor is liable to the obligee for breach of contract.

第六十五条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。

Article 66: If each party has an obligation towards the other and no sequence for the performance of those obligations was agreed upon, the obligations shall be performed concurrently. A party may refuse the other party's demand for performance, if the other party has not yet performed his obligation. If a party performs his obligation in a way other than agreed upon, the other party has the right to refuse his demand for corresponding performance.

第六十六条当事人互负债务，没有先后履行顺序的，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。

Article 67: If each party has an obligation towards the other and a sequence for the performance of those obligations was agreed upon but the party which was to perform his obligation first fails to do so, the other party has the right to refuse his demand for performance. If the party which was to perform his obligation first performs his obligation in a way other than agreed upon, the party which was to perform his obligation last has the right to refuse his demand for corresponding performance.

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。

Article 68: The party which is to perform his obligation first may suspend performance if he has conclusive evidence that:

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：

(1) the other party's business circumstances have significantly deteriorated;

（一）经营状况严重恶化；

(2) the other party has transferred assets and/or surreptitiously withdrawn funds in order to evade his obligation;

（二）转移财产、抽逃资金，以逃避债务；

(3) the other party has lost his goodwill; or

（三）丧失商业信誉；

(4) there are other circumstances which have led or may lead to the other party's losing his ability to perform his obligation.

（四）有丧失或者可能丧失履行债务能力的其他情形。

If a party suspends performance without conclusive evidence of the above, he is liable for breach of contract.

当事人没有确切证据中止履行的，应当承担违约责任。

Article 69: If a party suspends performance in accordance with the provisions of Article 68 of this

Law, he shall notify the other party thereof in a timely manner. If the other party provides adequate security, performance shall be resumed. After suspension of performance, the party which has suspended performance may terminate the contract if the other party does not recover his ability to perform his obligation and fails to provide adequate security within a reasonable period of time.

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。

Article 70: If the obligee fails to notify the obligor of his division, merger or change of domicile, thus causing the latter difficulties in performing his obligation, the obligor may suspend performance or lodge the subject matter.

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。

Article 71: The obligee may refuse early performance by the obligor of his obligation, unless such early performance does not prejudice the interests of the obligee.

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。

Additional costs incurred by the obligee as a result of the obligor's early performance of his obligation shall be borne by the obligor.

债务人提前履行债务给债权人增加的费用，由债务人负担。

Article 72: The obligee may refuse partial performance by the obligor of his obligation, unless such partial performance does not prejudice the interests of the obligee.

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。

Additional costs incurred by the obligee as a result of the obligor's partial performance of his obligation shall be borne by the obligor.

债务人部分履行债务给债权人增加的费用，由债务人负担。

Article 73: If the obligor neglects to exercise his own matured claim, thereby causing injury to the obligee, the obligee may petition a people's court to be subrogated in his own name to the claim of the obligor, unless such claim is personal to the obligor.

第七十三条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。

The scope of exercise of the right of subrogation shall be limited to the scope of the claim of the obligee. The necessary costs incurred by the obligee in exercising his right of subrogation shall be borne by the obligor.

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。

Article 74: If the obligor waives his own matured claim or assigns property without consideration and thereby causes injury to the obligee, the obligee may petition a people's court to annul such act of the obligor. If the obligor assigns property at a price which obviously is unreasonably low, thereby causing injury to the obligee, and the assignee is aware of such circumstances, the obligee may also petition a people's court to annul such act of the obligor.

第七十四条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。

The scope of the exercise of the right of annulment is limited to the scope of the claim of the obligee. The necessary costs incurred by the obligee in exercising his right of annulment shall be borne by the obligor.

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。

Article 75: The right of annulment shall be exercised within one year of the date on which the obligee learned or ought to have learned of the cause for annulment. The right of annulment is extinguished if not exercised within five years of the date on which the obligor's act occurred.

第七十五条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。

Article 76: After contracts have entered into effect, the parties may not refuse to perform their contractual obligations by reason of a change in their names or a change in their legal representatives, responsible persons or handling persons.

第七十六条合同生效后，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。

PART FIVE: MODIFICATION AND ASSIGNMENT OF CONTRACTS

第五章合同的变更和转让

Article 77: Upon reaching a consensus through consultations, the parties may amend their contract.

第七十七条当事人协商一致，可以变更合同。

If laws or administrative regulations provide that procedures such as approval and/or registration shall be carried out when amending a contract, such provisions shall govern.

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。

Article 78: If the content of the parties' agreed amendment to their contract is not explicit, no amendment is deemed to have been made.

第七十八条当事人对合同变更的内容约定不明确的，推定为未变更。

Article 79: The obligee may assign all or part of his rights under the contract to a third party unless:

第七十九条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：

(1) the nature of the contract does not permit their assignment;

（一）根据合同性质不得转让；

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

（二）按照当事人约定不得转让；

(3) the law provides that they may not be assigned.

（三）依照法律规定不得转让。

Article 80: When the obligee assigns his rights he shall notify the obligor. Without notification, such assignment is not binding on the obligor.

第八十条债权人转让权利的，应当通知债务人。未经通知，该转让对债务人不发生效力。

The notification of assignment of the obligee's rights may not be revoked, except with the consent of the assignee.

债权人转让权利的通知不得撤销，但经受让人同意的除外。

Article 81: When the obligee assigns his rights, the assignee also obtains the incidental rights concomitant with the claim, unless such incidental rights are personal to the obligee.

第八十一条债权人转让权利的，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。

Article 82: After receipt of notification of the assignment of the claim, the obligor may raise against the assignee the defences which he had against the assignor.

第八十二条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。

Article 83: When the obligor receives the notification of the assignment of the claim, he may set off against the assignee a claim which he has against the assignor and which will mature before or at the same time as the assigned claim.

第八十三条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。

Article 84: The obligor's transfer to a third party of all or part of his contractual obligation is subject to the consent of the obligee.

第八十四条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。

Article 85: When the obligor transfers his obligations, the new obligor may raise the defences against the obligee which were available to the original obligor.

第八十五条债务人转移义务的，新债务人可以主张原债务人对债权人的抗辩。

Article 86: When the obligor transfers his obligations, the new obligor shall bear the incidental obligations concomitant with the principal obligation, unless such incidental obligations are personal to the original obligor.

第八十六条债务人转移义务的，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。

Article 87: If laws or administrative regulations provide that procedures such as approval and/or registration shall be carried out when assigning rights or transferring obligations, such provisions shall govern.

第八十七条法律、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。

Article 88: A party may, with the consent of the other party, assign the whole of his contractual rights and obligations to a third party.

第八十八条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。

Article 89: When a party assigns the whole of his rights and obligations, Article 79, Articles 81 to 83 and Articles 85 to 87 of this Law shall apply.

第八十九条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。

Article 90: If a party to a contract is merged after the conclusion of the contract, the contractual rights shall be exercised and the contractual obligations performed by the legal person or other organization surviving the merger. If a party to a contract is divided after the conclusion of the contract, the legal persons or other organizations surviving the division are joint and several obligors and joint and several obligees in respect of the contractual rights and obligations, unless otherwise agreed by the obligor and the obligee.

第九十条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。

PART SIX: DISCHARGE OF CONTRACTUAL RIGHTS AND OBLIGATIONS

第六章合同的权利义务终止

Article 91: The contractual rights and obligations are discharged when:

第九十一条有下列情形之一的，合同的权利义务终止：

(1) the obligation has been performed as agreed;

（一）债务已经按照约定履行；

(2) the contract is terminated by a party;

（二）合同解除；

(3) the obligations are mutually offset;

（三）债务相互抵销；

(4) the obligor lodges the subject matter in accordance with the law;

（四）债务人依法将标的物提存；

(5) the obligee releases the obligor from his obligation;

（五）债权人免除债务；

(6) the claim and the obligation become vested in the same person; or

(六) 债权债务同归于一人;

(7) other discharge circumstances stipulated in the law or agreed upon by the parties arise.

(七) 法律规定或者当事人约定终止的其他情形。

Article 92: After the rights and obligations under the contract have been discharged, the parties shall perform such obligations as giving notice, providing assistance and maintaining confidentiality, etc. in accordance with usage of trade and adhering to the principle of good faith.

第九十二条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。

Article 93: The parties may terminate their contract upon reaching a consensus through consultations.

第九十三条当事人协商一致,可以解除合同。

The parties may agree upon conditions under which a party is entitled to terminate the contract. If a condition for termination of the contract is fulfilled, the party with the right of termination may terminate the contract.

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

Article 94: A party may terminate the contract if:

第九十四条有下列情形之一的,当事人可以解除合同:

(1) an event of force majeure makes the objective of the contract unachievable;

(一) 因不可抗力致使不能实现合同目的;

(2) before expiration of the time limit for performance, the other party expressly states or through his conduct indicates that he will not perform his main obligations;

(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;

(3) the other party has delayed the performance of his main obligations, and still fails to perform them within a reasonable period of time after having been reminded;

(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;

(4) the other party has delayed the performance of an obligation or committed another breach of

contract which makes the objective of the contract unachievable; or

(四) 当事人一方迟延履行债务或者有其他违约行为致使不能实现合同目的;

(5) other circumstances stipulated in the law arise.

(五) 法律规定的其他情形。

Article 95: If the law stipulates or the parties have agreed upon a time limit for exercising the right of termination, and the time limit expires without a party exercising such right, the right is extinguished.

第九十五条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。

If the law does not stipulate or the parties have not agreed upon a time limit for exercising the right of termination, and after reminder by the other party such right is not exercised within a reasonable period of time, the right is 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。

Article 96: If a party wishes to terminate the contract in accordance with the second paragraph of Article 93 or Article 94 of this Law, he shall notify the other party. The contract is terminated upon the notice of termination reaching the other party. If the other party objects to the termination, he may petition a people's court or an arbitral institution to confirm the validity of the termination.

第九十六条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。

If laws or administrative regulations provide that procedures such as approval and/or registration shall be carried out when terminating a contract, such provisions shall govern.

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。

Article 97: After a contract has been terminated, any executory portion is discharged. As concerns the performed portion, a party may, depending on the status of performance and the nature of the contract, demand a return to the status quo ante or resort to other remedies and has the right to claim damages.

第九十七条合同解除后，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。

Article 98: The discharge of the rights and obligations under a contract does not affect the effectiveness of the settlement and clearance clauses of the contract.

第九十八条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。

Article 99: If each party owes a matured obligation to the other, and the subject matters of their obligations are of the same type and quality, either party may offset his obligation against that of the other party, unless the law or the nature of the contract does not permit such setoff.

第九十九条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。

If a party wishes to effect a setoff, he shall notify the other party. The notification enters into effect upon reaching the other party. The setoff may not be made subject to any condition or time limit.

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。

Article 100: If each party owes an obligation to the other, but the subject matters of their obligations are not of the same type or quality, they may still offset their obligations after reaching a consensus through consultations.

第一百条当事人互负债务，标的物种类、品质不相同的，经双方协商一致，也可以抵销。

Article 101: The obligor may lodge the subject matter if the performance of his obligation is made difficult by any of the following circumstances:

第一百零一条有下列情形之一的，债务人可以将标的物提存：

(1) the obligee refuses to take delivery without a justifiable reason;

（一）债权人无正当理由拒绝受领；

(2) the whereabouts of the obligee are unknown;

（二）债权人下落不明；

(3) the obligee has died without designating an heir or has lost the capacity for civil acts without designating a guardian; or

（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；

(4) other circumstances stipulated in the law.

（四）法律规定的其他情形。

If the subject matter is not suited to being lodged or the cost of lodgement would be excessively high, the obligor may auction or sell it off according to law and lodge the proceeds.

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。

Article 102: After the subject matter is lodged, the obligor shall notify the obligee, or the obligee's heir or guardian in a timely manner, unless the whereabouts of the obligee are unknown.

第一百零二条标的物提存后，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。

Article 103: After the subject matter is lodged, the risks of damage and loss shall be borne by the obligee. The fruits produced by the subject matter while it is lodged belong to the obligee. The costs of lodgement shall be borne by the obligee.

第一百零三条标的物提存后，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。

Article 104: The obligee may take delivery of the object lodged at any time. However, if the obligee owes a matured obligation to the obligor, the lodgement office shall, as required by the obligor, refuse to release the object lodged to the obligee until the obligee has performed his obligation or provided security.

第一百零四条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。

The obligee's right to take delivery of the object lodged is extinguished if not exercised within five years of the date of lodgement, in which case ownership of the object lodged passes to the State after the costs of lodgement have been deducted.

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。

Article 105: If the obligee partially or completely releases the obligor from his obligation, the contractual rights and obligations are partially or completely discharged.

第一百零五条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。

Article 106: If the claim and the obligation become vested in the same person, the contractual rights and obligations are discharged, except for those which involve the interests of a third party.

第一百零六条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。

PART SEVEN: LIABILITY FOR BREACH OF CONTRACT

第七章违约责任

Article 107: If a party fails to perform his contractual obligations or performs his contractual obligations in a way other than agreed upon, he shall bear liability for breach of contract by continuing performance, remedying the failure to perform or the non-conforming performance, or paying damages, etc.

第一百零七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。

Article 108: If a party expressly states or through his conduct indicates that he will not perform his contractual obligations, the other party may hold him liable for breach of contract before the time limit for performance has expired.

第一百零八条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。

Article 109: If a party fails to pay the price or remuneration, the other party may demand that he pay the same.

第一百零九条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。

Article 110: If a party fails to perform a non-money obligation or performs a non-money obligation in a way other than agreed upon, the other party may demand performance unless:

第一百一十条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:

(1) performance is impossible in law or in fact;

(一) 法律上或者事实上不能履行;

(2) the subject matter of the obligation is not suited to specific performance or the cost of performance would be excessively high; or

(二) 债务的标的的于强制履行或者履行费用过高;

(3) the obligee failed to demand performance within a reasonable period of time.

(三) 债权人在合理期限内未要求履行。

Article 111: If the quality is not as stipulated, liability for breach of contract shall be borne as stipulated by the parties. If the contract makes no provision for breach of contract or such provisions are not explicit and the liability is not determinable pursuant to Article 61 of this Law, the injured party may reasonably elect to demand that the other party bear liability for breach of contract by carrying out repairs, replacement, redoing, return of goods, or reduction of price or remuneration, etc., depending on the nature of the subject matter and the extent of the loss.

第一百一十一条质量不符合约定的,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。

Article 112: If a party fails to perform his contractual obligations or performs his contractual obligations in a way other than agreed upon and, after such party has performed his obligations or remedied the failure to perform or the non-conforming performance, the other party has suffered other loss, the first-mentioned party shall compensate therefor.

第一百一十二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的,在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。

Article 113: If a party fails to perform his contractual obligations or performs his contractual obligations in a way other than agreed upon, thereby causing loss to the other party, the measure of damages shall be equal to the loss incurred as a result of the breach of contract, including the benefits which could have been obtained after performance of the contract. However, such damages may not exceed the loss which the party in breach foresaw or ought to have foreseen at the time of the conclusion of the contract as a possible consequence of the breach of contract.

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。

If a business operator practices fraud while providing goods or services to a consumer, he is liable for damages in accordance with the provisions of the PRC Protection of the Rights and Interests of Consumers Law.

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》的规定承担损害赔偿责任。

Article 114: The parties may stipulate that the party in breach shall pay the other party a definite measure of liquidated damages, depending on the circumstances of the breach, or they may stipulate a method for calculating the measure of damages arising from the breach.

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。

If the liquidated damages stipulated are lower than the loss incurred, a party may petition a people's court or an arbitral institution to increase the amount. If the liquidated damages stipulated grossly exceed the loss incurred, a party may petition a people's court or an arbitral institution to reduce the amount appropriately.

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。

If the parties have stipulated liquidated damages for late performance, the party in breach shall nevertheless perform his obligation after paying the liquidated damages.

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。

Article 115: The parties may stipulate that one party shall pay the other party a deposit as security for the claim in accordance with the PRC Security Law. After the obligor has performed his obligation, the deposit shall be offset against the price or recovered. If the party paying the deposit fails to perform the obligation agreed upon, he has no right to claim a refund of the deposit. If the party receiving the deposit fails to perform the obligation agreed upon, he shall refund twice the amount of the deposit.

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。

Article 116: If the parties have stipulated both liquidated damages and a deposit and one of the parties breaches the contract, the other party may elect to apply either the liquidated damages clause or the deposit clause.

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。

Article 117: If the contract cannot be performed due to an event of force majeure, liability is partially or wholly exempted depending on the effect of the event of force majeure, unless the law provides otherwise. An event of force majeure occurring after a party has defaulted on his performance does not exempt him from liability.

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。

For the purposes of this Law, the term "force majeure" refers to objective circumstances which cannot be foreseen, avoided and overcome.

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。

Article 118: If a party is unable to perform the contract as a consequence of force majeure, he shall notify the other party in a timely manner in order to mitigate the loss potentially incurred by that party, and shall provide proof within a reasonable period of time.

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，并应当在合理期限内提供证明。

Article 119: After a party breaches the contract, the other party shall take appropriate measures to prevent amplification of the loss. If the loss is amplified as a result of the said other party's failure to prevent its amplification, the said other party may not demand compensation for the amplified portion of the loss.

第一百一十九条当事人一方违约后，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。

The reasonable expenses paid by a party in preventing amplification of the loss shall be borne by the party in breach.

当事人因防止损失扩大而支出的合理费用，由违约方承担。

Article 120: If both parties breach the contract, each party shall bear its corresponding liability.

第一百二十条当事人双方都违反合同的，应当各自承担相应的责任。

Article 121: If a party breaches the contract due to reasons attributable to a third party, the party in breach is liable to the other party for breach of contract. Disputes between a party to the contract and a third party shall be resolved in accordance with the law or the agreement between those parties.

第一百二十一条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。

Article 122: If a party's breach of contract results in injury to the personal or property rights and interests of the other party, the injured party has the right to elect to hold the party in breach liable for breach of contract in accordance with this Law or to hold him liable for tort in accordance with other laws.

第一百二十二条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要求其承担侵权责任。

PART EIGHT: MISCELLANEOUS STIPULATIONS

第八章其他规定

Article 123: If other laws make other provisions concerning a contract, those provisions shall govern.

第一百二十三条其他法律对合同另有规定的，依照其规定。

Article 124: If no express provision for a particular contract is made in the Special Provisions of this Law or in other laws, the General Provisions of this Law apply, and reference may be made to the Special Provisions of this Law or the provisions of any other law which most closely correspond to that contract.

第一百二十四条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。

Article 125: If a dispute arises between the parties concerning the understanding of a clause of the contract, they shall determine the true intention of that clause by making reference to the words and sentences used in the contract, the relevant clauses of the contract, the objective of the contract, usage of trade and the principle of good faith.

第一百二十五条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。

If a contract is drawn up in two or more languages and it is agreed that all versions are equally authentic, the corresponding words and sentences in all versions are presumed to have the same meaning. If the words and sentences of different language versions are not consistent with each other, they shall be interpreted in light of the objective of the contract.

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。

Article 126: The parties to a contract with a foreign element may choose the law to apply to the handling of disputes, unless otherwise provided by law. If the parties to a contract with a foreign element have not made a choice, the law of the state with the closest connection to the contract applies.

第一百二十六条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。

In the case of Sino-foreign equity joint venture contracts, Sino-foreign cooperative joint venture contracts and contracts for the Sino-foreign cooperative exploration and exploitation of natural resources performed within the boundaries of the People's Republic of China, the law of the People's Republic of China applies.

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。

Article 127: Administrative authorities for industry and commerce and other relevant administrative authorities are, within their respective jurisdictions, in charge of carrying out supervision and handling illegal acts whereby a contract is used to harm the interests of the State and/or the public, in accordance with the provisions of laws and administrative regulations. If such act constitutes a criminal offence, criminal liability shall be pursued in accordance with the law.

第一百二十七条工商行政管理部门和其他有关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。

Article 128: The parties may resolve their disputes through settlement or conciliation.

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。

If the parties are not willing to resolve a dispute through settlement or conciliation, or settlement or conciliation fails, application may be made to an arbitral institution for arbitration on the basis of an arbitration agreement. Parties to a contract with a foreign element may apply to a Chinese arbitral institution or another arbitral institution for arbitration on the basis of their arbitration agreement. If the parties have not concluded an arbitration agreement or their arbitration agreement is invalid, a suit may be filed in a people's court. The parties shall perform any judgment, arbitral award or settlement agreement which has become legally effective. If a party refuses to perform the same, the other party may petition a people's court for enforcement.

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。

Article 129: The time limit for filing a suit or applying for arbitration in disputes arising from contracts for the international sale and purchase of goods or contracts for the import and export of technology is four years, counting from the date when the party knew or ought to have known that his rights were infringed. The time limits for filing a suit or applying for arbitration in disputes arising from other types of contracts are as provided for in the relevant laws.

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。

SPECIAL PROVISIONS

分则

PART NINE: SALES AND PURCHASE CONTRACTS

第九章买卖合同

Article 130: A sales and purchase contract is a contract by which the seller agrees to transfer ownership of the subject matter to the buyer, and the buyer agrees to pay the price therefor.

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。

Article 131: In addition to the particulars set forth in Article 12 of this Law, a sales and purchase contract may contain terms concerning the method of packaging, the standard and method of inspection, the method of settlement, the language and validity of the contract, etc.

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。

Article 132: The seller must be the owner or have the right to dispose of the subject matter of the sale.

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。

If laws or administrative regulations prohibit or restrict the assignment of the subject matter, such provisions shall govern.

法律、行政法规禁止或者限制转让的标的物，依照其规定。

Article 133: Ownership of the subject matter passes on the delivery thereof, unless the law provides otherwise or the parties have agreed otherwise.

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。

Article 134: The parties may stipulate in the contract that ownership of the subject matter vests in the seller until the buyer has performed his obligation to pay the price or other obligations.

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。

Article 135: The seller shall perform the obligation of delivering to the buyer the subject matter or the documents for taking delivery of the subject matter, and the obligation of transferring ownership of the subject matter.

第一百三十五条出卖人应当履行向买受人交付标的物或者交付提取标的物的单证，并转移标的物的所有权的义务。

Article 136: In addition to the documents for taking delivery of the subject matter, the seller shall deliver to the buyer relevant documents and information in accordance with the agreement between the parties or usage of trade.

第一百三十六条 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。

Article 137: If the subject matter of the sale is computer software etc. containing intellectual property, the intellectual property in the subject matter does not belong to the buyer, unless the law provides otherwise or the parties have agreed otherwise.

第一百三十七条 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。

Article 138: The seller shall deliver the subject matter according to the stipulated time. If the parties have fixed a period of time for delivery, the seller may make delivery at any time during that period.

第一百三十八条 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的任何时间交付。

Article 139: If the parties have not stipulated a time for delivery of the subject matter or such time has not been stipulated explicitly, Article 61 and Item (4) of Article 62 of this Law apply.

第一百三十九条 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。

Article 140: If the subject matter was already in the possession of the purchaser prior to the conclusion of the contract, the time of the contract's entry into effect is the time of delivery.

第一百四十条 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。

Article 141: The seller shall deliver the subject matter at the stipulated place.

第一百四十一条 出卖人应当按照约定的地点交付标的物。

If the parties have not stipulated a place of delivery or such place has not been stipulated explicitly, and the place of delivery is not determinable pursuant to Article 61 of this Law, the following provisions shall apply:

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:

(1) if the subject matter requires carriage, the seller shall deliver the subject matter to the first carrier for transmission to the buyer;

(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;

(2) if the subject matter does not require carriage, and at the time of the conclusion of the contract the buyer and the seller knew that the subject matter was at a particular place, the seller shall deliver the subject matter at that place; if the buyer and the seller did not know that the subject matter was at a particular place, the subject matter shall be delivered at the place where the seller had his place of business at the time of conclusion of the contract.

(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。

Article 142: The risks of damage and loss of the subject matter are borne by the seller prior to delivery and by the buyer after delivery, unless the law provides otherwise or the parties have agreed otherwise.

第一百四十二条标的物毁损、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。

Article 143: If the subject matter cannot be delivered according to the stipulated time due to reasons attributable to the buyer, the risks of damage and loss of the subject matter shall be borne by the buyer from the date of breach of the provision stipulating the time.

第一百四十三条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。

Article 144: The risks of damage and loss of the subject matter handed over to a carrier for carriage and sold in transit by the seller are borne by the buyer as from the time of formation of the contract, unless the parties have agreed otherwise.

第一百四十四条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。

Article 145: If the parties have not stipulated a place of delivery or such place has not been stipulated explicitly, and the subject matter requires carriage pursuant to Item (1) of the second paragraph of Article 141 of this Law, the risks of damage and loss of the subject matter are borne by the buyer after the seller has delivered the same to the first carrier.

第一百四十五条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, 标的物毁损、灭失的风险由买受人承担。

Article 146: If the seller has placed the subject matter in the place of delivery as stipulated by the parties or pursuant to Item (2) of the second paragraph of Article 141 of this Law, and the buyer breaches the relevant stipulation by failing to take delivery, the risks of damage and loss of the subject matter are borne by the buyer as from the date of breach of the relevant stipulation.

第一百四十六条 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。

Article 147: If, in accordance with the contract, the seller has not delivered the documents and information relating to the subject matter, such non-delivery does not affect the passage of the risks of damage and loss of the subject matter.

第一百四十七条 出卖人按照约定未交付有关标的物的单证和资料的，不影响标的物毁损、灭失风险的转移。

Article 148: If the objective of the contract cannot be achieved because the quality of the subject matter does not conform to the quality requirements, the buyer may refuse to accept the subject matter or may terminate the contract. If the buyer refuses to accept the subject matter or terminates the contract, the risks of damage and loss of the subject matter are borne by the seller.

第一百四十八条 因标的物的质量不符合质量要求，致使不能实现合同目的的，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。

Article 149: The buyer's assumption of the risks of damage and loss of the subject matter does not affect his right to hold the seller liable for breach of contract if the latter performs his obligation in a way other than agreed upon.

第一百四十九条 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。

Article 150: The seller has an obligation to warrant that the subject matter delivered is free from any third party right against the buyer, unless the law provides otherwise.

第一百五十条 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。

Article 151: The seller does not have the obligation provided for in Article 150 of this Law if, at the time of conclusion of the contract, the buyer knew or ought to have known that the subject matter sold was subject to a third party right.

第一百五十一条 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。

Article 152: The buyer may suspend payment of the corresponding price if he has conclusive evidence to prove that a third party may assert a right in respect of the subject matter, unless the seller provides adequate security.

第一百五十二条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。

Article 153: The seller shall deliver the subject matter in accordance with the stipulated quality requirements. If the seller provides a description of the quality of the subject matter, the subject matter delivered shall conform to the quality requirements contained in such description.

第一百五十三条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。

Article 154: If the parties have not stipulated the quality requirements for the subject matter or such quality requirements have not been stipulated explicitly, and the requirements are not determinable pursuant to Article 61 of this Law, Item (1) of Article 62 of this Law applies.

第一百五十四条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。

Article 155: The buyer may hold the seller liable for breach of contract pursuant to Article 111 of this Law if the quality of the subject matter delivered by the seller does not conform to the quality requirements.

第一百五十五条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。

Article 156: The seller shall deliver the subject matter packaged in the stipulated manner. If the parties have not stipulated the manner of packaging or such manner has not been stipulated explicitly, and the manner of packaging is not determinable pursuant to Article 61 of this Law, the subject matter shall be packaged in the customary manner or, where there is no such manner, in a manner adequate to protect the subject matter.

第一百五十六条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。

Article 157: Upon his receipt of the subject matter, the buyer shall inspect the same within the stipulated period of time for inspection or, if no such period of time has been stipulated, in a timely manner.

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。

Article 158: If the parties have stipulated a period of time for inspection, the buyer shall notify the seller within such period of any lack of conformity of the quantity or quality of the subject matter. If the buyer neglects to give such notice, the quantity or quality of the subject matter is deemed to conform to the stipulations.

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。

If the parties have not stipulated a period of time for inspection, the buyer shall notify the seller within a reasonable period of time after he has discovered or ought to have discovered the lack of conformity of the quantity or quality of the subject matter. If the buyer fails to notify the seller within a reasonable period of time or within two years of the date of receipt of the subject matter, the quantity or quality of the subject matter is deemed to conform to the stipulations; however, if there is a quality guarantee period in respect of the subject matter, such quality guarantee period rather than the said two-year period applies.

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。

If the seller knew or ought to have known that the subject matter provided did not conform to the stipulations, the buyer is not subject to the time periods for notification mentioned in the preceding two paragraphs.

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。

Article 159: The buyer shall pay the price according to the amount stipulated. If the price has not been stipulated or the price stipulations are not explicit, Article 61 and Item (2) of Article 62 of this Law apply.

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。

Article 160: The buyer shall pay the price at the place stipulated. If the place of payment has not been stipulated or the stipulations concerning the place of payment are not explicit, and the place of payment is not determinable pursuant to Article 61 of this Law, the buyer shall make payment at the seller's place of business. However, if the payment is to be made against the delivery of the subject matter or the documents for taking delivery of the subject matter, payment shall be made at the place where the delivery takes place.

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。

Article 161: The buyer shall pay the price at the time stipulated. If the time for payment has not been stipulated or the stipulations concerning the time for payment are not explicit, and the time for payment is not determinable pursuant to Article 61 of this Law, the buyer shall make payment at the same time as he receives the subject matter or the documents for taking delivery of the subject matter.

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。

Article 162: If the seller delivers the subject matter in a quantity greater than the quantity stipulated, the buyer may take delivery or refuse to take delivery of the excess quantity. If the buyer takes delivery of the excess quantity, he shall pay for it at the contract price. If the buyer refuses to take delivery of the excess quantity, he shall notify the seller in a timely manner.

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。

Article 163: The fruits produced by the subject matter prior to its delivery belong to the seller. The fruits produced by the subject matter after its delivery belong to the buyer.

第一百六十三条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。

Article 164: Termination of a contract on account of a lack of conformity of the principal object of the subject matter extends to the accessories. Termination of a contract on account of a lack of conformity of an accessory of the subject matter does not extend to the principal object.

第一百六十四条因标的物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。

Article 165: If the subject matter consists of several objects and one of those objects does not conform to the stipulations, the buyer may terminate the contract only in respect of such object. However, if the separation of such object from the others manifestly impairs the value of the subject matter, the contract may be terminated by either party with respect to all the objects.

第一百六十五条标的物为数物，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。

Article 166: If the seller delivers the subject matter by instalments, and if the seller fails to deliver one of such instalments or delivers one of such instalments in a way other than agreed upon, thus making it impossible to achieve the contract's objective in respect of that instalment, the contract may be terminated by the buyer with respect to that instalment.

第一百六十六条 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。

If the seller fails to deliver one of the installments or delivers one of the installments in a way other than agreed upon, and thereby makes it impossible to achieve the objective of the contract in respect of future deliveries, the contract may be terminated by the buyer with respect to such instalment and each future instalment.

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。

If the contract is terminated by the buyer with respect to one of the instalments of the subject matter, and such instalment and the other instalments are interdependent, the contract may be terminated by the buyer with respect to the deliveries already made and the future deliveries.

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。

Article 167: If the buyer is to make payment by instalments and the amount by which he is in default has reached one-fifth of the total price, the seller may demand that the buyer pay the whole price or may terminate the contract.

第一百六十七条 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。

If the seller terminates the contract, he may demand that the buyer pay a fee for the use of the subject matter.

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。

Article 168: The parties to a sale by sample shall seal the sample and may describe the quality of the sample. The subject matter delivered by the seller shall be the same as the sample and its described quality.

第一百六十八条 凭样品买卖的当事人应当封存样品, 并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。

Article 169: If the buyer in a sale by sample was not aware of hidden defects in the sample, the quality of the subject matter delivered by the seller shall comply with the normal standards for objects of that kind, even if the subject matter delivered is the same as the sample.

第一百六十九条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合同种物的通常标准。

Article 170: The parties to a sale on approval may stipulate a period of time for approval of the subject matter. If the parties have not stipulated a period of time for approval or such period has not been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, the period shall be determined by the seller.

第一百七十条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。

Article 171: The buyer in a sale on approval may purchase or refuse to purchase the subject matter during the period for approval. Upon the expiration of the period for approval, if the buyer has remained silent as to the purchase of the subject matter, he is deemed to have purchased it.

第一百七十一条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。

Article 172: In the case of a sale by tender, the rights and obligations of the parties and the procedures for the invitation and submission of tenders, etc. are governed by the relevant laws and administrative regulations.

第一百七十二条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。

Article 173: In the case of a sale by auction, the rights and obligations of the parties and the auction procedures, etc. are governed by the relevant laws and administrative regulations.

第一百七十三条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。

Article 174: If the law contains provisions for other contracts concluded for consideration, such provisions shall govern. If the law does not contain such provisions, reference shall be made to the relevant provisions in respect of sales and purchase contracts.

第一百七十四条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。

Article 175: If the parties agree to an exchange transaction whereby ownership of the subject matters is transferred, reference shall be made to the relevant provisions in respect of sales and

purchase contracts.

第一百七十五条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。

PART TEN: CONTRACTS FOR THE SUPPLY AND CONSUMPTION OF ELECTRICITY, WATER, GAS AND HEAT

第十章供用电、水、气、热力合同

Article 176: A contract for the supply and consumption of electricity is a contract by which the electricity supplier agrees to supply electricity to an electricity consumer and the electricity consumer agrees to pay electricity charges.

第一百七十六条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。

Article 177: A contract for the supply and consumption of electricity shall include terms such as the method, quality and time of electricity supply, the volume, place and nature of electricity consumption, the metering method, the electricity tariff and method of settling the electricity charges, the responsibility for maintenance of the electricity supply and consumption facilities, etc.

第一百七十七条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。

Article 178: The place of performance of a contract for the supply and consumption of electricity shall be that agreed upon by the parties. If the parties have not stipulated the place of performance or such place has not been stipulated explicitly, the place of performance shall be the point marking the boundary between each party's property rights to the electricity supply facilities.

第一百七十八条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。

Article 179: The electricity supplier shall safely supply power in accordance with State-stipulated electricity quality standards and as agreed by the parties. If the electricity supplier fails to safely supply power in accordance with State-stipulated electricity quality standards and as agreed by the parties, resulting in losses for the electricity consumer, the electricity supplier is liable for damages.

第一百七十九条供电人应当按照国家规定的供电质量标准和约定安全供电。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，应当承担损害赔偿责任。

Article 180: If the electricity supplier needs to interrupt electricity supplies due to reasons such as a scheduled or non-scheduled overhaul of electric supply facilities, restriction of electricity supply according to law or illegal use of electricity by the consumer, etc., he shall notify the electricity

consumer in advance in accordance with relevant State regulations. If the electricity supplier fails to notify the electricity consumer in advance of the interruption of electricity supply, resulting in losses for the electricity consumer, the electricity supplier is liable for damages.

第一百八十条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电，造成用电人损失的，应当承担损害赔偿责任。

Article 181: If a power outage occurs due to a natural disaster or other such reason, the electricity supplier shall effect emergency repairs in a timely manner in accordance with relevant State regulations. If the electricity supplier fails to effect emergency repairs in a timely manner, resulting in losses for the electricity consumer, the electricity supplier is liable for damages.

第一百八十一条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，应当承担损害赔偿责任。

Article 182: The electricity consumer shall pay the electricity charges in a timely manner in accordance with relevant State regulations and as agreed by the parties. If the electricity consumer fails to pay the electricity charges on time, he shall pay liquidated damages as agreed. If the electricity consumer fails to pay the electricity charges and liquidated damages within a reasonable period of time after being reminded to do so, the electricity supplier may suspend electricity supplies in accordance with the procedures stipulated in State regulations.

第一百八十二条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。

Article 183: The electricity consumer shall safely consume electricity in accordance with relevant State regulations and as agreed by the parties. If the electricity consumer fails to safely consume electricity in accordance with relevant State regulations and as agreed by the parties, resulting in losses for the electricity supplier, the electricity consumer is liable for damages.

第一百八十三条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，应当承担损害赔偿责任。

Article 184: With respect to contracts for the supply and consumption of water, gas and heat, reference shall be made to the relevant provisions concerning contracts for the supply and consumption of electricity.

第一百八十四条供用水、供用气、供用热力合同，参照供用电合同的有关规定。

PART ELEVEN: GIFT CONTRACTS

第十一章赠与合同

Article 185: A gift contract is a contract by which a donor agrees to give his own property to a donee without consideration and the donee expresses his acceptance of the gift.

第一百八十五条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。

Article 186: The donor may revoke his gift before the rights in the gifted property have passed.

第一百八十六条赠与人在赠与财产的权利转移之前可以撤销赠与。

The provisions of the preceding paragraph apply neither to gift contracts concluded for the public good or in compliance with a moral duty, such as disaster or poverty relief contracts, nor to notarized gift contracts.

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。

Article 187: If the law requires that procedures such as registration, etc. be carried out in respect of the gifted property, the relevant procedures shall be carried out.

第一百八十七条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。

Article 188: If the donor under a gift contract concluded for the public good or in compliance with a moral duty, such as a disaster or poverty relief contract, or the donor under a notarized gift contract fails to deliver the gifted property, the donee may demand delivery.

第一百八十八条具有救灾、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。

Article 189: If the gifted property is damaged or lost as a result of willful conduct or gross negligence on the part of the donor, the donor is liable for damages.

第一百八十九条因赠与人故意或者重大过失致使赠与的财产毁损、灭失的，赠与人应当承担赔偿责任。

Article 190: A gift may be made subject to an obligation.

第一百九十条赠与可以附义务。

If a gift is made subject to an obligation, the donee shall perform his obligation as agreed.

赠与附义务的，受赠人应当按照约定履行义务。

Article 191: The donor is not liable for defects in the gifted property. If the gift is subject to an obligation and the gifted property is defective, the donor has the same liability as a seller to the extent of the said obligation.

第一百九十一条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。

If the donor willfully conceals a defect in the gifted property or warrants that the gifted property is free from defects, he is liable for damages if the donee suffers loss as a result thereof.

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。

Article 192: The donor may revoke his gift if:

第一百九十二条受赠人有下列情形之一的，赠与人可以撤销赠与：

(1) the donee is guilty of serious misconduct towards the donor or a close relative of the donor;

（一）严重侵害赠与人或者赠与人的近亲属；

(2) the donee has an obligation to maintain the donor but has failed to do so; or

（二）对赠与人有扶养义务而不履行；

(3) the donee has failed to perform his obligations under the gift contract.

（三）不履行赠与合同约定的义务。

The donor shall exercise his right of revocation within one year of the date on which he knew or ought to have known of the cause for revocation.

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。

Article 193: The heir or statutory agent of the donor may revoke the gift if the donor has died or lost his capacity for civil acts as a result of an illegal act on the part of the donee.

第一百九十三条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。

The heir or statutory agent of the donor shall exercise his right of revocation within six months of the date on which he knew or ought to have known of the cause for revocation.

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。

Article 194: If the person with the right of revocation revokes the gift, he may demand the return of the gifted property by the donee.

第一百九十四条撤销权人撤销赠与的，可以向受赠人要求返还赠与的财产。

Article 195: The donor may be released from his gift obligations if a marked deterioration in his financial situation has a serious impact on his production and business operations or his family life.

第一百九十五条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。

PART TWELVE: LOAN CONTRACTS

第十二章借款合同

Article 196: A loan contract is a contract by which a borrower takes out a loan from a lender, and agrees to repay the loan upon maturity and pay interest thereon.

第一百九十六条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。

Article 197: A loan contract shall be in writing, unless the loan is between natural persons who have agreed otherwise.

第一百九十七条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。

A loan contract shall include terms such as the type, currency, purpose, amount, interest rate and term of the loan, the method of repayment, etc.

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。

Article 198: When concluding a loan contract, the lender may demand that the borrower provide security. The securing of loans shall be carried out in accordance with the PRC Security Law.

第一百九十八条订立借款合同，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。

Article 199: When concluding a loan contract, the borrower shall provide truthful information on his business activities and financial situation relating to the loan, as requested by the lender.

第一百九十九条订立借款合同，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。

Article 200: The interest on the loan may not be deducted in advance from the principal. If the interest is deducted in advance from the principal, repayment shall be made and interest calculated according to the actual amount of the loan.

第二百条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。

Article 201: If the lender fails to provide the loan on the agreed date and/or in the agreed amount, thereby causing loss to the borrower, he shall compensate for the loss.

第二百零一条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。

If the borrower fails to collect the loan on the agreed date and/or in the agreed amount, he shall pay interest according to the agreed date and/or amount.

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。

Article 202: The lender may, as agreed by the parties, examine and supervise the use of the loan. The borrower shall regularly provide the lender with information such as relevant financial and accounting statements, etc., as agreed by the parties,

第二百零二条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。

Article 203: If the borrower fails to use the loan for the agreed purpose, the lender may cease to disburse the loan proceeds, and may call in the loan early or terminate the contract.

第二百零三条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。

Article 204: The interest rate on loans granted by financial institutions engaged in lending business shall be determined according to the maximum and minimum limits set by the People's Bank of China for the rate of loan interest.

第二百零四条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。

Article 205: The borrower shall pay interest according to the stipulated period of time. If the parties have not stipulated a period for payment of interest or such period has not been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, then, if the loan is for less than one year, the interest shall be paid in a lump sum at the time of repayment of the loan; if the loan is for one year or more, interest shall be paid on each anniversary of the loan and, if the remainder of the period is less than one year, interest shall be paid at the time of repayment of the loan.

第二百零五条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。

Article 206: The borrower shall repay the loan within the stipulated term. If the parties have not stipulated a term for payment or such period has not been stipulated explicitly, and the term is not determinable pursuant to Article 61 of this Law, the borrower may repay the loan at any time and the lender may demand that the borrower repay the loan within a reasonable period of time.

第二百零六条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。

Article 207: If the borrower fails to repay the loan within the stipulated term, he shall pay default interest as agreed by the parties or specified by the State.

第二百零七条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。

Article 208: If the borrower prepays the loan, interest shall be calculated over the period for which he has actually borrowed the funds, unless the parties have agreed otherwise.

第二百零八条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。

Article 209: The borrower may apply to the lender for an extension of the loan term prior to the expiration thereof. The term may be extended if the lender so agrees.

第二百零九条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。

Article 210: Loan contracts between natural persons shall become effective at the time when the lender makes the loan available.

第二百一十条自然人之间的借款合同，自贷款人提供借款时生效。

Article 211: If a loan contract between natural persons makes no provision for interest or such provisions are not explicit, no interest is deemed to be payable.

第二百一十一条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。

If a loan contract between natural persons makes provisions for interest, the interest rate may not

be contrary to State regulations restricting the rate of loan interest.

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。

PART THIRTEEN: LEASE CONTRACTS

第十三章租赁合同

Article 212: A lease contract is a contract by which a lessor agrees to deliver an object to a lessee for him to use or collect fruits from, and the lessee agrees to pay rent therefor.

第二百一十二条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。

Article 213: A lease contract shall include terms such as the name and quantity of the leased object, the purpose for which the leased object will be used, the term of the lease, the rent and its payment term and method, the maintenance and repair of the leased object, etc.

第二百一十三条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。

Article 214: The term of a lease may not exceed 20 years. If it exceeds 20 years, the excess portion of the term shall be void.

第二百一十四条租赁期限不得超过二十年。超过二十年的，超过部分无效。

The parties may renew the lease contract upon expiration of the lease, but the new lease term agreed upon may not be longer than 20 years from the date of renewal.

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。

Article 215: Lease contracts involving a lease term of six months or more shall be in writing. If such lease contract is not in writing, the lease is deemed to be indefinite.

第二百一十五条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。

Article 216: The lessor shall deliver the leased object to the lessee as agreed and keep it in a condition fit for the stipulated use during the lease term.

第二百一十六条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。

Article 217: The lessee shall use the leased object in the manner stipulated. If the contract makes

no provision for the manner of use or such provisions are not explicit, and the manner of use is not determinable pursuant to Article 61 of this Law, the leased object shall be used in a manner which is in accordance with its nature.

第二百一十七条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。

Article 218: The lessee shall not be liable for damages in respect of wear and tear resulting from his use of the leased object in the stipulated manner or in a manner which is in accordance with its nature.

第二百一十八条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。

Article 219: If the lessee fails to use the leased object in the stipulated manner or in a manner which is in accordance with its nature, thereby causing damage to the leased object, the lessor may terminate the contract and claim damages.

第二百一十九条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。

Article 220: The obligation to maintain and repair the leased object shall be performed by the lessor, unless the parties have agreed otherwise.

第二百二十条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。

Article 221: When the leased object requires maintenance or repairs, the lessee may demand that the lessor carry out maintenance or repairs within a reasonable period of time. If the lessor fails to perform his obligation of maintenance and repair, the lessee may carry out the maintenance or repairs himself, at the expense of the lessor. If the lessee's use of the leased object is affected by the maintenance or repair thereof, the rent shall be appropriately reduced or the lease term appropriately extended.

第二百二十一条承租人在租赁物需要维修时可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。

Article 222: The lessee shall take due care of the leased object. The lessee is liable for damages if the leased object is damaged or lost as a result of a lack of due care on the part of the lessee.

第二百二十二条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。

Article 223: Subject to the consent of the lessor, the lessee may make improvements or additions

to the leased object.

第二百二十三条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。

If the lessee makes improvements or additions to the leased object without the consent of the lessor, the lessor may demand that the lessee restore the leased object to its original state or that he pay damages.

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。

Article 224: Subject to the consent of the lessor, the lessee may sublease the leased object to a third party. If the lessee subleases the leased object, the lease contract between the lessor and the lessee remains valid, and the lessee shall compensate for the loss arising from damage of the leased object caused by the third party.

第二百二十四条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。

The lessor may terminate the contract if the leased object is subleased by the lessee without the consent of the lessor.

承租人未经出租人同意转租的，出租人可以解除合同。

Article 225: The fruits received during the lease term from the possession or use of the leased object belong to the lessee, unless the parties have agreed otherwise.

第二百二十五条在租赁期间因占有、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。

Article 226: The lessee shall pay the rent in accordance with the stipulated period of time. If the parties have not stipulated a period for payment of rent or such period has not been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, then, if the lease term is for less than one year, the rent shall be paid at the end of the lease period; if the lease is for one year or more, rent shall be paid on each anniversary of the lease and, if the remainder of the period is less than one year, rent shall be paid at the expiration of the lease period.

第二百二十六条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。

Article 227: If the lessee fails to pay or delays his payment of the rent without a justifiable reason, the lessor may demand that he pay the rent within a reasonable period of time. The lessor may

terminate the contract if the lessee has failed to pay the rent by the expiration of such period of time.

第二百二十七条承租人无正当理由未支付或者迟延支付租金的，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。

Article 228: If the lessee cannot use the object leased or receive the fruits produced by it due to a claim of rights by a third party, the lessee may demand that the rent be reduced or not pay rent.

第二百二十八条因第三人主张权利，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。

If a third party claims a right, the lessee shall notify the lessor in a timely manner.

第三人主张权利的，承租人应当及时通知出租人。

Article 229: The validity of the lease contract is not affected by a change in ownership of the leased object during the lease period.

第二百二十九条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。

Article 230: If the lessor of premises wishes to sell the same, he shall notify the lessee within a reasonable period of time prior to the sale and the lessee has a preemptive right of purchase of the premises on the same conditions.

第二百三十条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人，承租人享有以同等条件优先购买的权利。

Article 231: If part or all of the leased object is damaged or lost for reasons not attributable to the lessee, the lessee may demand that the rent be reduced or not pay rent. The lessee may terminate the contract if the damage or loss of part or all of the leased object makes the objective of the contract unachievable.

第二百三十一条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。

Article 232: If the parties have not stipulated a lease term or such term has not been stipulated explicitly, and the term is not determinable pursuant to Article 61 of this Law, the lease is deemed to be indefinite. In such case, either party may terminate the contract at any time, provided that if the contract is terminated by the lessor, he shall notify the lessee a reasonable time in advance.

第二百三十二条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。

Article 233: If the leased object is a hazard to the safety or health of the lessee, the lessee may terminate the contract at any time even if he knew at the time of conclusion of the contract that the quality of the leased object was not up-to-standard.

第二百三十三条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。

Article 234: If the lessee of premises dies during the lease period, the persons who were living on the premises with the lessee may lease the premises in accordance with the original lease contract.

第二百三十四条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。

Article 235: The lessee shall return the leased object upon expiration of the lease. The leased object shall be returned in the state it should be in following use of the leased object in the stipulated manner or in a manner which is in accordance with its nature.

第二百三十五条租赁期间届满,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。

Article 236: If the lessee continues to use the leased object after expiration of the lease and the lessor does not raise any objection thereto, the original lease contract remains valid, but the lease term will be indefinite.

第二百三十六条租赁期间届满,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。

PART FOURTEEN: LEASE-FINANCE CONTRACTS

第十四章 融资租赁合同

Article 237: A lease-finance contract is a contract by which a lessor, based on a lessee's selections in respect of the seller and the leased object, agrees to purchase an object from the seller and make it available to the lessee for his use, and the lessee agrees to pay rent therefor.

第二百三十七条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。

Article 238: A lease-finance contract shall include terms such as the name, quantity, specifications, technical performance and inspection method of the leased object, the lease term, the composition, payment term, payment method and currency of the rent, the ownership of the leased object upon expiration of the lease, etc.

第二百三十八条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。

Lease-finance contracts shall be in writing.

融资租赁合同应当采用书面形式。

Article 239: The lessor shall conclude a sales and purchase contract based on the lessee's selections in respect of the seller and the leased object, and the seller shall deliver the subject matter to the lessee as agreed. The lessee has the rights of a buyer in respect of his taking delivery of the subject matter.

第二百三十九条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。

Article 240: The lessor, the seller and the lessee may agree that the right to claim damages for failure by the seller to perform his obligations under the sales and purchase contract be exercised by the lessee. If the right to claim damages is exercised by the lessee, the lessor shall assist him therein.

第二百四十条出租人、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。承租人行使索赔权利的，出租人应当协助。

Article 241: Without the consent of the lessee, the lessor may not modify lessee-related particulars of the sales and purchase contract which he has concluded based on the lessee's selections in respect of the seller and the leased object.

第二百四十一条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。

Article 242: Ownership of the leased object vests in the lessor. If the lessee becomes bankrupt, the leased object does not become part of the property available in the bankruptcy.

第二百四十二条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。

Article 243: Unless the parties have agreed otherwise, the rent under the lease-finance contract shall be determined according to most or all of the cost of purchase of the leased object as well as a reasonable profit of the lessor.

第二百四十三条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。

Article 244: If the leased object fails to meet the requirements stipulated by the parties or is not fit

for the purpose for which it is to be used, the lessor is not liable therefor, unless the lessee decided on the leased object in reliance on the technical ability of the lessor or the lessor interfered in the selection of the leased object.

第二百四十四条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。

Article 245: The lessor shall warrant that the lessee may possess and use the leased object.

第二百四十五条出租人应当保证承租人对租赁物的占有和使用。

Article 246: The lessor is not liable for injury to the body or damage to the property of a third party caused by the leased object while in the possession of the lessee.

第二百四十六条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。

Article 247: The lessee shall take due care of the leased object and use it properly.

第二百四十七条承租人应当妥善保管、使用租赁物。

The obligation to maintain and repair the leased object while in the possession of the lessee shall be performed by the lessee.

承租人应当履行占有租赁物期间的维修义务。

Article 248: The lessee shall pay rent as agreed by the parties. If the lessee fails to pay the rent within a reasonable period of time after having been reminded by the lessor, the lessor may demand payment of the entire amount of the rent; alternatively, the lessor may terminate the contract and repossess the leased object.

第二百四十八条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。

Article 249: If the parties have stipulated that ownership of the leased object shall pass to the lessee upon expiration of the lease, and the lessee has already paid most of the rent but is unable to pay the balance, and if the lessor terminates the contract and repossesses the leased object on those grounds, the lessee may demand a partial refund if the value of the leased object repossessed exceeds the rent and any other expenses owed by the lessee.

第二百四十九条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。

Article 250: The lessor and the lessee may stipulate in which party ownership of the leased object shall vest upon expiration of the lease. If they have not stipulated in which party ownership shall vest upon expiration or the same has not been stipulated explicitly, and it is not determinable pursuant to Article 61 of this Law, ownership of the leased object shall vest in the lessor.

第二百五十条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。

PART FIFTEEN: CONTRACTS FOR WORK

第十五章 承揽合同

Article 251: A contract for work is a contract by which a contractor agrees to complete work according to a customer's requirements and deliver the work product, and the customer agrees to pay remuneration therefor.

第二百五十一条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，定作人给付报酬的合同。

The types of work that may be contracted for include processing, making objects to order, making repairs, duplication, testing, inspection, etc.

承揽包括加工、定作、修理、复制、测试、检验等工作。

Article 252: A contract for work shall include terms such as the subject matter contracted for, the quantity and quality, the remuneration, the contracting method, the supply of materials, the term for performance, the acceptance standards and methods, etc.

第二百五十二条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。

Article 253: The contractor shall complete the main portion of the work with his own equipment, technology and labour, unless the parties have agreed otherwise.

第二百五十三条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。

If the contractor passes the main portion of the work contracted for to a third party for completion, he is liable to the customer for the work product completed by such third party. If the contractor does so without having obtained the consent of the customer, the customer may terminate the contract.

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。

Article 254: The contractor may pass the ancillary portion of the work contracted for to a third party for completion. If the contractor does so, he is liable to the customer for the work product completed by the third party.

第二百五十四条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。

Article 255: If the materials are to be supplied by the contractor, the materials to be used shall be selected by the contractor as agreed and be subject to inspection by the customer.

第二百五十五条承揽人提供材料的，承揽人应当按照约定选用材料，并接受定作人检验。

Article 256: If the materials are to be supplied by the customer, he shall do so as agreed. The contractor shall inspect the materials supplied by the customer in a timely manner. If he discovers that they do not conform with the requirements agreed upon, he shall notify the customer in a timely manner to replace them, to supplement them or to adopt another remedy.

第二百五十六条定作人提供材料的，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。

The contractor may not replace the materials supplied by the customer without the customer's permission and may not replace parts or components which do not need repair.

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。

Article 257: If the contractor discovers that the drawings or the technical requirements supplied by the customer are unreasonable, he shall notify the customer in a timely manner. If the contractor incurs loss because the customer neglects to respond or another such reason, the customer shall compensate for the loss.

第二百五十七条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。

Article 258: If the contractor incurs loss because the customer changes the requirements for the contracted work while it is in progress, the customer shall compensate for the loss.

第二百五十八条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。

Article 259: If the contracted work requires his assistance, the customer has an obligation to assist.

第二百五十九条承揽工作需要定作人协助的，定作人有协助的义务。

If the contracted work cannot be completed because the customer fails to perform his obligation to assist, the contractor may demand that the customer perform his obligation within a reasonable period of time and may appropriately extend the time limit for his own performance of the contract. If at the expiration of the time period the customer has still failed to perform his obligation, the contractor may terminate the contract.

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。

Article 260: During the course of the work, the contractor is subject to the necessary supervision and inspection by the customer. The customer's supervision and inspection may not hinder the contractor's normal work.

第二百六十条承揽人在工作期间, 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。

Article 261: At the completion of the work the contractor shall deliver the work product to the customer and hand over the necessary technical information and relevant quality certification. The customer shall inspect the work product prior to acceptance.

第二百六十一条承揽人完成工作的, 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。

Article 262: If the work product delivered by the contractor fails to meet the quality requirements, the customer may demand that the contractor assume liability for breach of contract by effecting repairs, redoing the work, reducing the remuneration, compensating for the loss, etc.

第二百六十二条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。

Article 263: The customer shall pay the remuneration within the stipulated period of time. If the parties have not stipulated a period for payment of the remuneration or such period has not been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, the customer shall pay the remuneration at the time the contractor delivers the work product. If the work product is delivered in parts, the customer shall pay accordingly.

第二百六十三条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。

Article 264: If the customer fails to pay the remuneration, materials expenses or other such moneys to the contractor, the contractor has a lien on the completed work product, unless the parties have agreed otherwise.

第二百六十四条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。

Article 265: The contractor shall take due care of the materials supplied by the customer and the completed work product, and is liable for damages if the same are damaged or lost as a result of a lack of due care on the part of the contractor.

第二百六十五条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, 承揽人应当承担损害赔偿责任。

Article 266: The contractor shall maintain confidentiality as required by the customer, and may not retain reproductions or technical information without the permission of the customer.

第二百六十六条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。

Article 267: Joint contractors bear joint and several liability to the customer, unless the parties have agreed otherwise.

第二百六十七条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。

Article 268: The customer may terminate the work contract at any time, but is liable for damages if the contractor suffers loss as a result thereof.

第二百六十八条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。

PART SIXTEEN: CONSTRUCTION PROJECT CONTRACTS

第十六章 建设工程合同

Article 269: A construction project contract is a contract by which a contractor agrees to construct a project and an employer agrees to pay the price therefor.

第二百六十九条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。

Construction project contracts include contracts for project surveying, design and construction.
建设工程合同包括工程勘察、设计、施工合同。

Article 270: Construction project contracts shall be in writing.

第二百七十条建设工程合同应当采用书面形式。

Article 271: Invitations for and submissions of tenders shall be conducted in an open, fair and impartial manner in accordance with the provisions of the relevant laws.

第二百七十一条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。

Article 272: The employer may conclude a construction project contract with a general contractor, or conclude individual survey, design and construction contracts with the surveyor, designer and builder respectively. The employer may not parcel out to several contractors a construction project which should be completed by one contractor.

第二百七十二条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。

Subject to the consent of the employer, the general contractor or the survey, design or building contractor may subcontract the completion of part of the work contracted by him to a third party. The third party and the general contractor, or the third party and the survey, design or building contractor, are jointly and severally liable to the employer for the work product completed by the third party. A contractor may not assign the entire construction project contracted by him to a third party or, in the guise of subcontracting, break up the entire construction project contracted by him and subsequently contract out the parts to third parties.

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。

It is forbidden for a contractor to subcontract the project to work units which do not possess the appropriate qualifications. It is forbidden for a subcontractor to further subcontract the project he has contracted for. The contractor must himself complete the construction of the main structure of the construction project.

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。

Article 273: Contracts for major State construction projects shall be concluded in accordance with State-stipulated procedures and the State-approved investment plan, feasibility study and other such documents.

第二百七十三条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。

Article 274: A survey or design contract shall include terms such as the time limit for submitting the relevant basic information and documentation (including the budget estimate), quality

requirement, costs, other conditions for the rendering of assistance, etc.

第二百七十四条勘察、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。

Article 275: A construction contract shall include terms such as the scope of the project, the construction period, the times for the commencement and completion of works to be delivered in the interim, project quality, project cost, the time limit for delivering technical information, the responsibility for the supply of materials and equipment, the allocation of construction moneys and settlement of accounts, acceptance upon completion, the scope and term of the quality warranty, mutual assistance between the parties, etc.

第二百七十五条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。

Article 276: If the construction project is subject to supervision, the employer shall conclude in writing an entrustment of supervision contract with a supervisor. The employer's and supervisor's rights and obligations and their legal liability shall be in accordance with the provisions of this Law concerning mandate contracts and other relevant laws and administrative regulations.

第二百七十六条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。

Article 277: The employer may inspect the progress and quality of work at any time, provided that the same does not hinder the normal work of the contractor.

第二百七十七条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。

Article 278: The contractor shall notify the employer to inspect concealed works before they are concealed. If the employer fails to inspect the same in a timely manner, the contractor may appropriately extend the project period and is entitled to claim damages for work stoppages, work delays, etc.

第二百七十八条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。

Article 279: After completion of the construction project, the employer shall conduct acceptance inspection in a timely manner based on the construction drawings and written explanations thereof, the construction acceptance specifications promulgated by the State and the quality inspection standards. The employer shall pay the price agreed upon for and take delivery of the construction project if it passes the acceptance inspection.

第二百七十九条建设工程竣工后，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。

The completed construction project may only be delivered for use after passing the acceptance inspection. The completed construction project may not be delivered for use if it has not undergone acceptance inspection or failed such inspection.

建设工程竣工经验收合格后，方可交付使用；未经验收或者验收不合格的，不得交付使用。

Article 280: If the employer suffers loss because the survey or design quality does not comply with the requirements or because the construction period is extended as a result of a delay in submission of the survey or design documents, the surveyor or designer shall continue to complete the survey or design in compliance with the requirements, reduce or waive the survey or design fee and compensate for the loss.

第二百八十条勘察、设计的质量不符合要求或者未按照期限提交勘察、设计文件拖延工期给发包人造成损失的，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。

Article 281: If the quality of the construction project does not comply with the stipulated quality due to reasons attributable to the builder, the employer is entitled to demand that the builder make repairs, redo the work or make alterations without consideration and within a reasonable period of time. If delivery is delayed due to the effecting of repairs, redoing of the work or making of alterations, the builder is liable for breach of contract.

第二百八十一条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。

Article 282: If injury to a person or property occurs within the reasonable period of use of the construction project due to reasons attributable to the contractor, the contractor is liable for damages.

第二百八十二条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。

Article 283: If the employer fails to supply the raw materials, equipment, site, funds or technical information at the time agreed upon or in accordance with the requirements agreed upon, the contractor may appropriately extend the project period and is entitled to claim damages for work stoppages, work delays, etc.

第二百八十三条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。

Article 284: If a project in progress is suspended or delayed due to reasons attributable to the employer, the employer shall take measures to make up for or mitigate the loss and compensate the contractor for the loss and actual expenses incurred as a result of work stoppages, work delays, diversion of shipments, redeployment of machinery and equipment, having materials and structural components lie idle, etc.

第二百八十四条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。

Article 285: If the survey or design has to be redone or suspended or the design has to be revised because the employer modifies the plan, provides inaccurate information or fails to provide the requisite survey or design work conditions on time, the employer shall increase his payment of costs in accordance with the actual amount of work performed by the surveyor or designer.

第二百八十五条因发包人变更计划，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。

Article 286: If the employer fails to pay the price as agreed, the contractor may demand that the employer pay within a reasonable period of time. If the employer has not paid the price after the expiration of the time period, the contractor may reach an agreement with him to convert the project into its monetary value or he may apply to a people's court to have the project auctioned off according to law, unless, in light of the nature of the construction project, it is not suited to being converted into its monetary value or auctioned off. The price for the construction project shall be paid on a priority basis from the proceeds of the conversion into its monetary value or the auction.

第二百八十六条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。

Article 287: Matters not provided for in this Part are governed by the relevant provisions for contracts for work.

第二百八十七条本章没有规定的，适用承揽合同的有关规定。

PART SEVENTEEN: CONTRACTS OF CARRIAGE

第十七章运输合同

Section One: General Stipulations

第一节 一般规定

Article 288: A contract of carriage is a contract for carriage of a passenger or goods by a carrier from the place of departure to the agreed place, and payment of a fare or freight therefor by the passenger, consignor or consignee.

第二百八十八条 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。

Article 289: A common carrier may not refuse normal and reasonable requests for carriage made by passengers or consignors.

第二百八十九条 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。

Article 290: The carrier shall safely carry the passenger or goods to the agreed place within the agreed period of time or a reasonable period of time.

第二百九十条 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。

Article 291: The carrier shall carry the passenger or goods to the agreed place via the agreed or usual route.

第二百九十一条 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。

Article 292: The passenger, consignor or consignee shall pay the fare or freight. If the carrier carries the passenger or goods via a route other than the agreed or usual route and therefore increases the fare or freight, the passenger, consignor or consignee may refuse to pay the amount added to the fare or freight.

第二百九十二条 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。

Section Two: Contracts for the Carriage of Passengers

第二节 客运合同

Article 293: A contract for the carriage of passengers is formed at the time of delivery of the passenger ticket by the carrier to the passenger, unless the parties have agreed otherwise or have a different usage of trade.

第二百九十三条 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。

Article 294: A passenger shall hold a valid passenger ticket when travelling on the means of transportation. If a passenger travels on the means of transportation without a valid ticket, beyond the distance for which he holds a ticket, in a class higher than that for which he holds a ticket or with a ticket that has become void, he shall make up the fare and the carrier may charge an additional fare in accordance with regulations. If the passenger fails to pay the fare, the carrier may refuse to carry him.

第二百九十四条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。

Article 295: If a passenger is unable to board the means of transportation at the time noted on the passenger ticket for reasons attributable to himself, he shall carry out the procedures for return of the ticket and refund of the fare or the procedures for change of the journey within the agreed period of time. If he carries out such procedures beyond the agreed period of time, the carrier shall not be required to refund the fare and shall no longer be bound to carry the passenger.

第二百九十五条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。

Article 296: During the journey, the carry-on luggage of the passenger shall be within the agreed limits. Carry-on luggage which exceeds the agreed limits shall be checked.

第二百九十六条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。

Article 297: The passenger may not carry with him or in his luggage dangerous goods which are flammable, explosive, toxic, corrosive or radioactive or which may be a hazard to the safety of the persons or property on the means of transportation, or other prohibited articles.

第二百九十七条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。

If a passenger violates the preceding paragraph, the carrier may unload or destroy the prohibited articles or turn them over to the relevant authorities. If the passenger insists on carrying the prohibited articles, the carrier shall refuse to carry him.

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。

Article 298: The carrier shall inform the passenger in a timely manner of any major event which

prevents normal carriage and of points to be noted in connection with transportation safety.

第二百九十八条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安全运输应当注意的事项。

Article 299: The carrier shall carry the passenger according to the time and voyage number noted on the passenger ticket. If the carrier delays such carriage, he shall, at the option of the passenger, arrange an alternative voyage or refund the fare.

第二百九十九条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。

Article 300: If the carrier unilaterally changes the means of transportation, thereby reducing the standard of service, he shall, at the option of the passenger, either cancel the ticket and refund the fare or charge a lower fare. If such change leads to an increase in the standard of service, the carrier shall not charge an additional fare.

第三百条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。

Article 301: During the journey, the carrier shall make best efforts to assist passengers who are acutely ill, in labour or in danger.

第三百零一条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。

Article 302: The carrier is liable for damages in the event of injury to or death of the passenger during the journey, unless the injury or death was brought about by the passenger's own health or the carrier proves that the injury or death was caused willfully by the passenger or resulted from gross negligence on the part of the passenger.

第三百零二条承运人应当对运输过程中旅客的伤亡承担损害赔偿责任,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。

The provisions of the preceding paragraph apply to passengers whom regulations exempt from the requirement to hold tickets, passengers with discounted or complimentary tickets and passengers whom the carrier permits to board without tickets.

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。

Article 303: If articles carried by the passenger himself are damaged or lost on the journey through the carrier's fault, the carrier is liable for damages.

第三百零三条在运输过程中旅客自带物品毁损、灭失,承运人有过错的,应当承担损害赔偿责任。

If luggage checked by the passenger is damaged or lost, the relevant provisions concerning carriage of goods apply.

旅客托运的行李毁损、灭失的，适用货物运输的有关规定。

Section Three: Contracts for the Carriage of Goods

第三节 货运合同

Article 304: When a consignor arranges for the carriage of goods, he shall accurately state to the carrier such necessary information concerning carriage of the goods as the name of the consignee of the goods or the fact that the goods are consigned to order, as well as the name, nature, weight and quantity of the goods and the place of delivery, etc.

第三百零四条 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。

The consignor is liable for damages if the carrier suffers loss as a result of the consignor's inaccurate or inadequate declaration of the necessary information.

因托运人申报不实或者遗漏重要情况，造成承运人损失的，托运人应当承担损害赔偿责任。

Article 305: If the carriage of goods is subject to examination and approval procedures or inspection procedures, etc., the consignor shall deliver to the carrier the documents evidencing the completion of such procedures.

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。

Article 306: The consignor shall package the goods in the stipulated manner. If the parties have not stipulated the manner of packaging or such manner has not been stipulated explicitly, Article 156 of this Law applies.

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。

If the consignor violates the preceding paragraph, the carrier may refuse to carry the goods.

托运人违反前款规定的，承运人可以拒绝运输。

Article 307: If the consignor consigns dangerous goods which are flammable, explosive, toxic, corrosive or radioactive, etc., he shall properly package the same, and mark and label the same as dangerous goods, in accordance with State regulations on the transportation of dangerous goods,

and shall deliver to the carrier written information on the name and nature of the goods and on the safety precautions to be taken in respect of the goods.

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。

If the consignor violates the preceding paragraph, the carrier may refuse to carry the goods; alternatively, the carrier may take appropriate measures to prevent loss, in which case the expenses arising therefrom shall be borne by the consignor.

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。

Article 308: Before the carrier delivers the goods to the consignee, the consignor may instruct the carrier to suspend carriage, return the goods, change the place of destination or deliver the goods to another consignee, but he shall compensate the carrier for the loss suffered as a result thereof.

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。

Article 309: When the goods carried have arrived at the place of destination, the carrier shall notify the consignee (if known to him) in a timely manner, and the consignee shall take delivery in a timely manner. If the consignee fails to take delivery within the time limit therefor, he shall pay the carrier custody fees etc.

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。

Article 310: When taking delivery, the consignee shall inspect the goods within the stipulated period of time. If no period of time for inspection has been stipulated or such period has not been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, the consignee shall inspect the goods within a reasonable period of time. Failure by the consignee to raise any objections as to the quantity of the goods or damage to the goods, etc. within the stipulated period of time or within a reasonable period of time is prima facie evidence of delivery by the carrier of the goods as described in the document of transport.

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。

Article 311: The carrier is liable for damages in respect of damage to or loss of the goods in the course of carriage, unless he proves that the same was caused by force majeure, the nature of the

goods themselves, reasonable wear and tear or the fault of the consignor or the consignee.

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，不承担损害赔偿责任。

Article 312: The measure of damages in respect of damage to or loss of the goods shall be that stipulated by the parties, if any. If the parties have not stipulated the measure of damages or the measure of damages has not been stipulated explicitly, and the same is not determinable pursuant to Article 61 of this Law, the measure of damages shall be calculated according to the market price of the goods prevailing at their place of arrival at the time when they are or should have been delivered. If laws or administrative regulations contain different provisions in respect of the method of calculation of the measure of damages or a limit on the measure of damages, such provisions apply.

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，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。

Article 313: In the case of unimodal transportation by two or more carriers, the carrier that concludes the contract with the consignor shall be liable for the entire transit. If damage occurs during one particular leg of the carriage, the carrier that signed the contract with the consignor and the carrier for the leg in question bear joint and several liability.

第三百一十三条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。

Article 314: If the goods are lost in the course of carriage due to force majeure and no freight has been collected, the carrier may not demand payment of the freight. If freight has been collected, the consignor may claim a refund thereof.

第三百一十四条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。

Article 315: If the consignor or the consignee fails to pay freight, the custody fee and/or other carriage charges, the carrier has a lien on a corresponding portion of the goods carried, unless the parties have agreed otherwise.

第三百一十五条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。

Article 316: If the consignee is unknown or refuses to take delivery without a justifiable reason,

the carrier may lodge the goods pursuant to Article 101 of this Law

第三百一十六条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。

Section Four: Multimodal Transport Contracts

第四节多式联运合同

Article 317: A multimodal transport operator is responsible for performing or procuring the performance of a multimodal transport contract, and has the rights and obligations of a carrier for the entire transit.

第三百一十七条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。

Article 318: The multimodal transport operator may agree with the participating carriers for each leg on mutual responsibilities in respect of the carriage for each leg under the multimodal transport contract. However, such agreement does not affect the multimodal transport operator's obligations in respect of the entire transit.

第三百一十八条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。

Article 319: When the multimodal transport operator receives the goods handed over by a consignor, he shall issue a multimodal transport document which, at the option of the consignor, shall be in either negotiable or non-negotiable form.

第三百一十九条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。

Article 320: If the multimodal transport operator suffers loss as a result of fault on the part of the consignor when he consigned the goods, the consignor is liable for damages even if the multimodal transport document has been transferred by him.

第三百二十条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。

Article 321: If damage to or loss of the goods occurs during one particular leg of the multimodal transport, the liability for damages and the limit of liability of the multimodal transport operator is governed by the relevant law regulating the mode of transport for the leg in question. If it cannot be determined during which leg of the transport the damage to or loss of the goods occurred, liability for damages shall be borne in accordance with the provisions of this Part.

第三百二十一条货物的毁损、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。

PART EIGHTEEN: TECHNOLOGY CONTRACTS

第十八章技术合同

Section One: General Stipulations

第一节一般规定

Article 322: A technology contract is a contract which establishes the mutual rights and obligations of the parties in respect of technology development, transfer, consultancy or service.

第三百二十二条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。

Article 323: The conclusion of a technology contract shall promote scientific and technological progress and accelerate the conversion, practical application and dissemination of scientific and technological achievements.

第三百二十三条订立技术合同，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。

Article 324: The particulars of a technology contract shall be agreed upon by the parties, and shall generally include the following terms:

第三百二十四条技术合同的内容由当事人约定，一般包括以下条款：

(1) the name of the project;

（一）项目名称；

(2) the particulars, scope and requirements of the subject matter;

（二）标的的内容、范围和要求；

(3) the plan, schedule, time limit, place, area and method of performance;

（三）履行的计划、进度、期限、地点、地域和方式；

(4) the preservation of the confidentiality of technical information and materials;

（四）技术情报和资料的保密；

(5) the allocation of responsibility for risk;

（五）风险责任的承担；

(6) the ownership of the technological achievement and method of sharing the gains therefrom;

（六）技术成果的归属和收益的分成办法；

(7) the acceptance standards and method;

（七）验收标准和方法；

(8) the price, remuneration or use fee and its method of payment;

（八）价款、报酬或者使用费及其支付方式；

(9) the method of calculating liquidated damages or compensatory damages;

（九）违约金或者损失赔偿的计算方法；

(10) the method of dispute resolution; and

（十）解决争议的方法；

(11) the definitions of terms and phrases.

（十一）名词和术语的解释。

Technical background information, feasibility studies, technical evaluation reports, project task descriptions and plans, technical standards, technical specifications, original design and process documents and other technical documentation relevant to the performance of the contract may be made integral parts of the contract if the parties so agree.

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。

If the technology contract involves a patent, it shall specify the name of the invention or creation, the patent applicant and the patentee, the application date, the application number, the patent number and the term of validity of the patent.

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。

Article 325: The payment method of the price, remuneration or use fee under the technology contract shall be agreed upon by the parties. They may adopt the method where the total amount is calculated once and paid in a lump sum, the method where the total amount is calculated once and paid in instalments or the method where payment is made in the form of royalties or in the form of royalties with an additional up-front fee.

第三百二十五条技术合同价款、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。

If the parties agree to adopt the royalty method, the royalty may be calculated on the basis of the price of the product, the output value or profit added as a result of the working of the patent or use of the technological secret, a certain percentage of the sales of the product, or such other method as the parties may agree upon. The royalty rate may be a fixed rate, a progressive rate increasing each year or a progressive rate decreasing each year.

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。

If the parties agree to adopt the royalty method, the parties shall stipulate in their contract a method for examining the relevant accounts.

约定提成支付的，当事人应当在合同中约定查阅有关会计帐目的办法。

Article 326: If the rights to use and transfer an occupational technological achievement belong to a legal person or another organization, such legal person or other organization may conclude a technology contract in respect of that achievement. The legal person or other organization shall allocate a certain percentage of the gains obtained from the use or transfer of the occupational technological achievement as a reward or remuneration to the individual who accomplished the achievement. If the legal person or other organization concludes a technology contract to transfer the occupational technological achievement, the individual who accomplished the said achievement has a preemptive right to be transferred the achievement on the same conditions.

第三百二十六条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。

Occupational technological achievements are technological achievements which are accomplished during the course of performing work duties assigned by a legal person or another organization or

which are chiefly accomplished by utilizing the material and technological resources of a legal person or another organization.

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。

Article 327: The rights to use and transfer a non-occupational technological achievement belong to the individual who accomplished it, and that individual may conclude a technology contract in respect of that achievement.

第三百二十七条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。

Article 328: An individual who has accomplished a technological achievement is entitled to identify himself in documents concerning the achievement as the person who accomplished it and to obtain honorary certificates and rewards for the achievement.

第三百二十八条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。

Article 329: A technology contract that illegally monopolizes technology, impedes technological progress or infringes the technological achievements of others is void.

第三百二十九条非法垄断技术、妨碍技术进步或者侵害他人技术成果的技术合同无效。

Section Two: Technology Development Contracts

第二节技术开发合同

Article 330: A technology development contract is a contract concluded between the parties in respect of the research and development of a new technology, new product, new process or new material, and of its system.

第三百三十条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。

Technology development contracts include entrusted development contracts and cooperative development contracts.

技术开发合同包括委托开发合同和合作开发合同。

Technology development contracts shall be in writing.

技术开发合同应当采用书面形式。

With respect to contracts concerning the conversion of a scientific or technological achievement with industrial application value, reference shall be made to the provisions governing technology development contracts.

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。

Article 331: The entrusting party to an entrusted development contract shall pay the research and development funds and remuneration, provide technical information and primary data, fulfill his assistance duties and accept the results of the research and development, all as stipulated in the contract.

第三百三十一条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。

Article 332: The research and development party to an entrusted development contract shall formulate and implement the research and development plan as agreed; expend the research and development funds in a reasonable manner; and complete the research and development work on schedule, deliver the results of the research and development work and provide the relevant technical information and necessary technical guidance to aid the entrusting party in mastering the said results.

第三百三十二条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。

Article 333: If the entrusting party's breach of a contractual stipulation results in the standstill, delay or failure of the research and development work, he is liable for breach of contract.

第三百三十三条委托人违反约定造成研究开发工作停滞、延误或者失败的，应当承担违约责任。

Article 334: If the research and development party's breach of a contractual stipulation results in the standstill, delay or failure of the research and development work, he is liable for breach of contract.

第三百三十四条研究开发人违反约定造成研究开发工作停滞、延误或者失败的，应当承担违约责任。

Article 335: The parties to a cooperative development contract shall make their investment (including the investment of technology), participate in the research and development work in accordance with their allocated tasks, and assist and cooperate with each other in the research and development work, all as stipulated in the contract.

第三百三十五条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。

Article 336: If the breach of a contractual stipulation by a party to a cooperative development contract results in the standstill, delay or failure of the research and development work, he is liable for breach of contract.

第三百三十六条合作开发合同的当事人违反约定造成研究开发工作停滞、延误或者失败的，应当承担违约责任。

Article 337: A party may terminate the technology development contract if another person publishes the technology which is the subject matter of the contract, rendering the performance of the contract meaningless.

第三百三十七条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。

Article 338: The parties shall stipulate which of them bears the responsibility for the risk of failure or partial failure of the research and development effort resulting from insurmountable technological difficulties encountered in the course of performing the technology development contract. If the parties have not stipulated which of them bears the responsibility for such risk or such responsibility has not been stipulated explicitly, and it is not determinable pursuant to Article 61 of this Law, the responsibility for the risk shall be reasonably apportioned between the parties.

第三百三十八条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。

If one of the parties discovers circumstances as stipulated above which may lead to the total or partial failure of the research and development effort, he shall notify the other party and take appropriate measures to mitigate the loss in a timely manner. If he fails to notify the other party and take appropriate measures in a timely manner, resulting in amplification of the loss, he is liable for the amplified portion of the loss.

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。

Article 339: The patent application right for an invention or creation accomplished pursuant to an entrusted development contract vests in the research and development party, unless the parties have agreed otherwise. If the research and development party obtains the patent rights, the entrusting party may work such patent free of charge.

第三百三十九条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。研究开发人取得专利权的，委托人可以免费实施该专利。

If the research and development party transfers the patent application right, the entrusting party has a preemptive right to be transferred such right on the same conditions.

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。

Article 340: The patent application right for an invention or creation accomplished pursuant to a cooperative development contract is a joint right of the cooperating parties, unless the parties have agreed otherwise. If a party transfers its joint right to apply for a patent, the other parties have a preemptive right to be transferred such right on the same conditions.

第三百四十条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。

If one of the parties to a cooperative development contract declares that it waives its joint right to apply for a patent, the patent may be applied for independently by the other party or jointly by the other parties. If the applicant obtains the patent rights, the party that waived its patent application right may work such patent free of charge.

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，放弃专利申请权的一方可以免费实施该专利。

If one of the parties to a cooperative development contract does not agree to the application for a patent, the other party or parties may not apply for a patent.

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。

Article 341: The rights to use and transfer technological secrets resulting from an entrusted development effort or a cooperative development effort, and the method of distributing the benefits derived from such secrets, shall be agreed upon by the parties. If the parties have not stipulated the same or the same has not been stipulated explicitly, and the same is not determinable pursuant to Article 61 of this Law, all the parties have the right to use and transfer such secrets. However, the research and development party to an entrusted development contract may not transfer the results of his research and development to a third party prior to delivering them to the entrusting party.

第三百四十一条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。

Section Three: Technology Transfer Contracts

第三节技术转让合同

Article 342: Technology transfer contracts include contracts for the transfer of patent rights, the transfer of patent application rights, the transfer of technological secrets and the licensing of patents.

第三百四十二条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。

Technology transfer contracts shall be in writing.

技术转让合同应当采用书面形式。

Article 343: A technology transfer contract may stipulate the scope of the working of the patent or the use of the technological secret by the transferor and the transferee, but it may not restrict technological competition or technological development.

第三百四十三条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。

Article 344: A patent licensing contract is only valid during the life of the patent rights. A patentee may not conclude a patent licensing contract with another person in respect of his patent after such patent has expired or been invalidated.

第三百四十四条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。

Article 345: The transferor under a patent licensing contract shall license the working of the patent to the transferee, deliver the technical information relating to the working of the patent and provide the necessary technical guidance, all as stipulated in the contract.

第三百四十五条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。

Article 346: The transferee under a patent licensing contract shall work the patent as agreed. He may not sublicense the patent to any third party other than those to which the contract permits him to do so, and shall pay a use fee as agreed.

第三百四十六条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。

Article 347: The transferor under a technological secret transfer contract shall provide technical

information and technical guidance, warrant the utility and reliability of the technology and be bound to maintain its confidentiality, all as stipulated in the contract.

第三百四十七条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。

Article 348: The transferee under a technological secret transfer contract shall use the technology, pay the use fee and be bound to maintain confidentiality as stipulated in the contract.

第三百四十八条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。

Article 349: The transferor under a technology transfer contract shall warrant that he is the lawful owner of the technology he is supplying and that such technology is complete, error-free, effective and capable of achieving the stipulated purpose.

第三百四十九条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。

Article 350: The transferee under a technology transfer contract shall maintain the confidentiality of the non-published confidential portion of the technology supplied by the transferor to the extent and for the period of time agreed upon.

第三百五十条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。

Article 351: If the transferor does not transfer the technology as agreed, he shall refund part or all of the use fee and assume liability for breach of contract. If in working the patent or using the technological secret he exceeds the scope agreed upon, or if he licenses the patent or the technological secret to a third party without permission and thereby breaches the contract, he shall cease breaching the contract and assume liability for such breach. If he violates the confidentiality obligations agreed upon, he is liable for breach of contract.

第三百五十一条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。

Article 352: If the transferee fails to pay the use fee as agreed, he shall make up the fee and pay liquidated damages as agreed. If he fails to make up the use fee or pay the liquidated damages, he shall cease working the patent or using the technological secret, return the technical information and assume liability for breach of contract. If in working the patent or using the technological secret he exceeds the scope agreed upon, or if he licenses the patent or the technological secret to a third party without the consent of the transferor, he shall cease breaching the contract and

assume liability for such breach. If he violates the confidentiality obligations agreed upon, he is liable for breach of contract.

第三百五十二条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。

Article 353: If in working the patent or using the technological secret as agreed the transferee infringes the lawful rights and interests of another person, the liability therefor shall be assumed by the transferor, unless the parties have agreed otherwise.

第三百五十三条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。

Article 354: In accordance with the principle of mutual benefit, the parties may agree in their technology transfer contract upon a method of sharing the technological achievement resulting from subsequent improvements of the patent worked or technological secret used. If the parties have not stipulated such method or such method has not been stipulated explicitly, and the method is not determinable pursuant to Article 61 of this Law, the other parties are not entitled to share the technological achievement resulting from subsequent improvements made by one party.

第三百五十四条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。

Article 355: If laws or administrative regulations make other provisions for technology import and export contracts, patent contracts or patent application contracts, such provisions shall govern.

第三百五十五条法律、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。

Section Four: Technical Consultancy Contracts and Technical Service Contracts

第四节技术咨询合同和技术服务合同

Article 356: Technical consultancy contracts include contracts for the provision of feasibility studies, technological projections, specialized technological investigations or analysis and evaluation reports, etc. in respect of specific technology items.

第三百五十六条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。

The term “technical service contracts” means contracts by which one party agrees to use its technical expertise to solve a specific technical problem for the other party. The term does not include construction project contracts or contracts for work.

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。

Article 357: The entrusting party to a technical consultancy contract shall elucidate the issue for which consultancy is sought, provide the technical background materials and related technical information and data, accept the entrusted party's work product and pay remuneration, all as stipulated in the contract.

第三百五十七条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；接受受托人的工作成果，支付报酬。

Article 358: The entrusted party to a technical consultancy contract shall complete the consultancy report or answer the questions within the time limit agreed upon. The consultancy report submitted by him shall meet the requirements agreed upon.

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。

Article 359: If the entrusting party to a technical consultancy contract fails to supply the necessary information and data as agreed, thereby affecting the progress and quality of the work, or if he fails to accept the work product or accepts it after the time limit therefor, he may not claim a refund of the remuneration paid and shall pay any outstanding remuneration.

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。

If the entrusted party to a technology consultancy contract fails to submit the consultancy report on time or submits a report which fails to meet the requirements agreed upon, he shall assume liability for breach of contract by reducing or forgoing his remuneration, etc.

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。

Where the consultancy report and opinion submitted by the entrusted party to a technology consultancy contract meet the requirements agreed upon, loss resulting from decisions made by the entrusting party on the basis thereof shall be borne by the entrusting party, unless the parties have agreed otherwise.

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。

Article 360: The entrusting party to a technical service contract shall provide the work conditions, fulfill his cooperation duties, accept the work product and pay the remuneration, all as stipulated in the contract.

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。

Article 361: The entrusted party to a technical service contract shall completely render the service items, resolve the technical problem, warrant the quality of his work and impart the know-how for resolving the technical problem, all as stipulated in the contract.

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。

Article 362: If the entrusting party to a technical service contract fails to perform his contractual obligations or performs his contractual obligations in a way other than agreed upon, thereby affecting the progress and quality of the work, or if he fails to accept the work product or accepts it after the time limit therefor, he may not claim a refund of the remuneration paid and shall pay any outstanding remuneration.

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。

If the entrusted party to a technology service contract fails to complete the service work as agreed in the contract, he shall assume liability for breach of contract by forgoing his remuneration, etc.

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。

Article 363: If during the course of performing a technical consultancy contract or technical service contract the entrusted party accomplished a new technological achievement using the technical information and the work resources supplied by the entrusting party, such achievement belongs to the entrusted party. If the entrusting party accomplishes a new technological achievement using the entrusted party's work product, such achievement belongs to the entrusting party. If the parties have agreed otherwise, their agreement shall govern.

第三百六十三条技术咨询合同、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。

Article 364: If laws or administrative regulations make other provisions for technical intermediary contracts or technical training contracts, such provisions shall govern.

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。

PART NINETEEN: DEPOSIT CONTRACTS

第十九章 保管合同

Article 365: A deposit contract is a contract for custody by a depositary of an object delivered by a depositor, and the return of such object by the depositary.

第三百六十五条 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。

Article 366: The depositor shall pay the depositary a custody fee as stipulated.

第三百六十六条 寄存人应当按照约定向保管人支付保管费。

If the parties have not stipulated a custody fee or such fee has not been stipulated explicitly, and the fee is not determinable pursuant to Article 61 of this Law, the deposit is gratuitous.

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。

Article 367: The deposit contract is formed at the time of delivery of the object deposited, unless the parties have agreed otherwise.

第三百六十七条 保管合同自保管物交付时成立，但当事人另有约定的除外。

Article 368: When the depositor delivers the object to the depositary, the depositary shall hand over a deposit receipt, except in the case of a different usage of trade.

第三百六十八条 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。

Article 369: The depositary shall take due care of the object deposited.

第三百六十九条 保管人应当妥善保管保管物。

The parties may agree on the place and/or way of custody. The depositary may not change the place and/or way of deposit on his own authority, except in an emergency or for purposes of protecting the interests of the depositor.

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。

Article 370: If the object delivered by the depositor is defective or if its nature requires the

adoption of special safekeeping measures, the depositor shall inform the depositary of the relevant circumstances. If failure on the part of the depositor to so inform the depositary leads to damage of the object deposited, the depositary is not liable for damages; if the depositary suffers loss as a result of such failure, the depositor is liable for damages unless the depositary knew or ought to have known of the relevant circumstances but failed to remedy the same.

第三百七十条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。

Article 371: The depositary may not pass on the object deposited to the custody of a third party, unless the parties have agreed otherwise.

第三百七十一条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。

If the depositary passes on the object deposited to the custody of a third party in violation of the preceding paragraph, thereby causing the deposited object to be damaged, the depositary is liable for damages.

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。

Article 372: The depositary may not use or permit third parties to use the object deposited, unless the parties have agreed otherwise.

第三百七十二条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。

Article 373: If a third party asserts a right over the object deposited, the depositary shall perform his obligation to return the object to the depositor, unless the object deposited is legally made the subject of an order for preservation or enforcement.

第三百七十三条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。

If the third party institutes an action against the depositary or applies for attachment of the object deposited, the depositary shall notify the depositor in a timely manner.

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。

Article 374: The depositary is liable for damages if the object deposited is damaged or lost while in his custody due to a lack of due care on his part, unless the deposit is gratuitous and the depositary proves the absence of gross negligence on his part.

第三百七十四条保管期间，因保管人保管不善造成保管物毁损、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。

Article 375: If the deposit consists of money, negotiable securities or other valuables, the depositor shall declare the same to the depositary, whereupon the depositary shall inspect the valuables prior to acceptance or seal them. If the depositor has failed to make such declaration, the depositary may, after the valuables are damaged or lost, compensate therefor as if the valuables were ordinary objects.

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。

Article 376: The depositor may collect the object deposited at any time.

第三百七十六条寄存人可以随时领取保管物。

If the parties have not stipulated the period of custody or such period has not been stipulated explicitly, the depositary may at any time demand that the depositor collect the object deposited. If the parties have stipulated the period of custody, the depositary may not demand that the depositor collect the object deposited early, unless he has special reason to do so.

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。

Article 377: The depositary shall return the original object and the fruits produced by it to the depositor upon the expiration of the period of custody or early collection by the depositor.

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。

Article 378: If the depositary has taken custody of money, he may return money in the same currency and amount. If he has taken custody of other fungibles, he may return goods of the same type and quality and in the same quantity, as agreed by the parties.

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。

Article 379: In the case of a deposit contract for consideration, the depositor shall pay a custody fee to the depositary according to the stipulated period of time.

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。

If the parties have not stipulated a period for payment of the custody fee or such period has not

been stipulated explicitly, and the period is not determinable pursuant to Article 61 of this Law, the fee shall be paid at the time of collection of the object deposited.

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。

Article 380: If the depositor fails to pay the custody fee and/or other fees as agreed, the depositary has a lien on the object deposited, unless the parties have agreed otherwise.

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。

PART TWENTY: WAREHOUSING CONTRACTS

第二十章 仓储合同

Article 381: A warehousing contract is a contract for storage of goods by a warehouseman of goods delivered by a bailor, and payment of warehousing charges by the bailor.

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。

Article 382: A warehousing contract becomes effective upon its formation.

第三百八十二条 仓储合同自成立时起生效。

Article 383: If the goods to be stored are dangerous goods such as flammable, explosive, toxic, corrosive or radioactive goods or if they are perishable, the bailor shall specify the nature of the goods and provide relevant information.

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。

If the bailor violates the preceding paragraph, the warehouseman may refuse to warehouse the goods; alternatively, the warehouseman may take appropriate measures to prevent loss, in which case the expenses arising therefrom shall be borne by the bailor.

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。

A warehouseman who stores dangerous goods such as flammable, explosive, toxic, corrosive or radioactive goods shall have the corresponding safekeeping facilities.

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。

Article 384: Goods entering the warehouse shall be inspected by the warehouseman prior to acceptance, as agreed by the parties. The warehouseman shall notify the bailor in a timely manner if during such inspection he discovers any non-conformity between the goods entering the warehouse and the stipulations of the contract. If any non-conformity between the type, quantity or quality of the stored goods and the stipulations of the contract occurs after the goods have been inspected and accepted by the warehouseman, the warehouseman is liable for damages.

第三百八十四条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。

Article 385: The warehouseman shall issue a warehouse receipt when the bailor delivers the goods for storage.

第三百八十五条存货人交付仓储物的，保管人应当给付仓单。

Article 386: The warehouse receipt shall be signed or sealed by the warehouseman and include the following particulars:

第三百八十六条保管人应当在仓单上签字或者盖章。仓单包括下列事项：

(1) the name and domicile of the bailor;

（一）存货人的名称或者姓名和住所；

(2) the type, quantity, quality, packaging and number of packages of, and the markings on, the stored goods;

（二）仓储物的品种、数量、质量、包装、件数和标记；

(3) the standards for wear and tear of the stored goods;

（三）仓储物的损耗标准；

(4) the storage site;

（四）储存场所；

(5) the period of storage;

（五）储存期间；

(6) the warehousing charges;

(六) 仓储费;

(7) the insured amount, period of insurance coverage and name of the insurer, if the stored goods have been insured; and

(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;

(8) the name of the person who issued the receipt and the place and date of issue.

(八) 填发人、填发地和填发日期。

Article 387: The warehouse receipt is the voucher for collection of the stored goods. The right to collect the stored goods may be assigned by means of endorsement of the warehouse receipt by the bailor or the holder of the receipt, and subsequent signing or sealing of the receipt by the warehouseman.

第三百八十七条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。

Article 388: At the request of the bailor or the holder of the warehouse receipt, the warehouseman shall permit the same to examine or take a sample from the stored goods.

第三百八十八条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。

Article 389: The warehouseman shall notify the bailor or the holder of the warehouse receipt in a timely manner if he discovers that the goods stored in the warehouse have deteriorated or sustained other damage.

第三百八十九条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。

Article 390: If the warehouseman discovers that goods stored in the warehouse have deteriorated or sustained other damage and jeopardize the safety and normal safekeeping of other stored goods, he shall demand that the bailor or the holder of the warehouse receipt dispose of the stored goods as necessary. If such circumstances constitute an emergency, the warehouseman may dispose of the stored goods as necessary, but shall subsequently notify the bailor or the holder of the warehouse receipt of such circumstances in a timely manner.

第三百九十条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及时通知存货人或者仓单持有人。

Article 391: If the parties have not stipulated the period of storage or such period has not been stipulated explicitly, the bailor or the holder of the warehouse receipt may collect the stored goods at any time; the warehouseman may also demand at any time that the bailor or the holder of the warehouse receipt collect the stored goods, provided, however, that he accords such person the necessary preparation time.

第三百九十一条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。

Article 392: Upon expiration of the period of storage, the bailor or the holder of the warehouse receipt shall collect the stored goods on the strength of the warehouse receipt. If the bailor or the holder of the warehouse receipt collects the stored goods after expiration of the period of storage, additional storage charges shall be imposed. If the bailor or the holder of the warehouse receipt collects the stored goods prior to expiration of the period of storage, the warehousing charges shall not be reduced.

第三百九十二条储存期间届满, 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。

Article 393: If the bailor or the holder of the warehouse receipt fails to collect the stored goods upon expiration of the period of storage, the warehouseman may demand that he collect the stored goods within a reasonable period of time. If the stored goods have not been collected by the expiration of such period of time, the warehouseman may lodge the same.

第三百九十三条储存期间届满, 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, 保管人可以提存该物。

Article 394: The warehouseman is liable for damages if the stored goods are damaged or lost during storage due to a lack of due care on his part.

第三百九十四条储存期间, 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。

The warehouseman is not liable for damages if the stored goods are damaged or lost due to their own nature, non-conformity of their packaging with the stipulations of the contract or storage beyond their use-by date.

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。

Article 395: Matters not provided for not in this Part are governed by the relevant provisions for deposit contracts.

第三百九十五条本章没有规定的, 适用保管合同的有关规定。

PART TWENTY ONE: MANDATE CONTRACTS

第二十一章委托合同

Article 396: A mandate contract is a contract by which a mandator and a mandatary agree that the mandatary will handle a matter of the mandator.

第三百九十六条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。

Article 397: The mandator may specifically entrust the mandatary with handling one matter or a number of matters, or generally entrust the mandatary with handling all of his affairs.

第三百九十七条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。

Article 398: The mandator shall pay in advance the expenses for handling the entrusted matter(s). The mandator shall reimburse the mandatary for the necessary expenses advanced in the course of handling the entrusted matter(s) and pay interest thereon.

第三百九十八条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。

Article 399: The mandatary shall handle the entrusted matter(s) in accordance with the instructions of the mandator. If there is a need to deviate from the mandator's instructions, the mandatary shall obtain the mandator's consent. If the situation is urgent and making contact with the mandator difficult, the mandatary shall duly handle the entrusted matter(s) and subsequently report the situation to the mandator in a timely manner.

第三百九十九条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。

Article 400: The mandatary shall handle the entrusted matter(s) personally. With the consent of the mandator, the mandatary may transfer the mandate. If the mandator has consented to transfer of the mandate, he may address his instructions regarding the entrusted matter(s) directly to the third party transferee of the mandate, and the mandatary is liable only for the selection and appointment of the third party and his own instructions to that party. If the mandator has not consented to transfer of the mandate, the mandatary is liable for the acts of the third party transferee of the mandate, unless an emergency made it necessary for the mandatary to transfer the mandate in order to safeguard the rights and interests of the mandator.

第四百条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。

Article 401: The mandatary shall report on his handling of the entrusted matter(s), as required by the mandator. When the mandate contract terminates, the mandatary shall report the result of his handling of the entrusted matter(s).

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。

Article 402: If the mandatary concludes a contract with a third party in his own name and within the scope of authority delegated by the mandator, and, at the time of concluding the contract, the third party is aware of the agency relationship between the mandatary and the mandator, the contract directly binds the mandator and the third party, unless there is conclusive evidence that the said contract binds only the mandatary and the third party.

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。

Article 403: Where the mandatary concludes a contract with a third party in his own name and, at the time of concluding the contract, the third party is not aware of the agency relationship between the mandatary and the mandator, if the mandatary fails to perform his obligation towards the mandator due to reasons attributable to the third party, the mandatary shall disclose the third party to the mandator and the mandator may on those grounds exercise the rights of the mandatary against the third party, unless the third party would not have entered into the contract with the mandatary if at the time of its conclusion he had known that the mandatary's principal was the mandator in question.

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委托人就不会订立合同的除外。

If the mandatary fails to perform his obligation towards the third party due to reasons attributable to the mandator, the mandatary shall disclose the mandator to the third party and the third party has an option on those grounds to claim against either the mandatary or the mandator. However, once selected, the third party may not change the person against whom he claims.

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。

If the mandator exercises the rights of the mandatary against the third party, the third party may set

up against the mandator the defences which he has against the mandatary. If the third party opts to claim against the mandator, the mandator may set up against the third party the defences which he has against the mandatary as well as the defences which the mandatary has against the third party. 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。第三人选定委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。

Article 404: The mandatary shall hand over to the mandator property obtained in handling the entrusted matter(s).

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。

Article 405: The mandator shall pay remuneration to the mandatary if the mandatary completes the entrusted matter(s). If the mandate contract is terminated or the entrusted matter(s) cannot be completed due to reasons not attributable to the mandatary, the mandator shall pay appropriate remuneration to the mandatary. If the parties have agreed otherwise, their agreement shall govern.

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。

Article 406: If the mandate is for consideration, the mandator may claim compensation for loss suffered by him due to the fault of the mandatary. If the mandate is gratuitous, the mandator may claim compensation for loss suffered by him due to willful conduct or gross negligence on the part of the mandatary.

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。

If the mandatary exceeds his authority, thereby causing the mandator to suffer loss, he shall compensate for the loss.

受托人超越权限给委托人造成损失的，应当赔偿损失。

Article 407: If the mandatary suffers loss during his handling of the entrusted matter(s) for reasons not attributable to himself, he may claim compensation therefor from the mandator.

第四百零七条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。

Article 408: Subject to the consent of the mandatary, the mandator may entrust the handling of the matter(s) to a person other than the mandatary. If the mandatary suffers loss at a result thereof, he

may claim compensation therefor from the mandator.

第四百零八条 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。

Article 409: If two or more mandataries are jointly handling the entrusted matter(s), they are jointly and severally liable to the mandator.

第四百零九条 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。

Article 410: The mandate contract may be terminated by the mandator or the mandatary at any time. If a party's termination of the contract causes the other party to suffer loss, the terminating party shall compensate therefor, unless the reason for the termination is not attributable to the terminating party.

第四百一十条 委托人或者受托人可以随时解除委托合同。因解除委托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。

Article 411: The mandate contract is terminated by the death, loss of capacity for civil acts or bankruptcy of the mandator or the mandatary, unless the parties have agreed otherwise or termination would be inappropriate given the nature of the entrusted matter(s).

第四百一十一条 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。

Article 412: If the interests of the mandator would be prejudiced by the termination of the mandate contract arising from the death, loss of capacity for civil acts or bankruptcy of the mandator, the mandatary shall continue to handle the entrusted matter(s) until the same are taken over by the heir, statutory agent or liquidation organization of the mandator.

第四百一十二条 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。

Article 413: If the mandate contract terminates as a result of the death, loss of capacity for civil acts or bankruptcy of the mandatary, the heir, statutory agent or liquidation organization of the mandatary shall notify the mandator in a timely manner. If the interests of the mandator would be prejudiced by such termination of the mandate contract, the heir, statutory agent or liquidation organization of the mandatary shall take the necessary steps until the mandator has dealt with the consequences of the termination.

第四百一十三条 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。

PART TWENTY-TWO: COMMISSION AGENCY CONTRACTS

第二十二章行纪合同

Article 414: A commission agency contract is a contract by which a commission agent agrees to engage in trading activities in his own name for a principal, and the principal agrees to pay remuneration therefor.

第四百一十四条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。

Article 415: The expenses paid by the commission agent in the course of handling the commissioned matter(s) shall be borne by the principal, unless the parties have agreed otherwise.

第四百一十五条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。

Article 416: If the commission agent has possession of commissioned goods, he shall take due care thereof.

第四百一十六条行纪人占有委托物的，应当妥善保管委托物。

Article 417: If the commissioned goods are defective or will easily perish or deteriorate at the time they are delivered to the commission agent, the commission agent may dispose thereof, subject to the consent of the principal; if the commission agent is unable to make timely contact with the principal, he may dispose of the goods in a reasonable manner.

第四百一十七条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，行纪人可以合理处分。

Article 418: Sale by the commission agent at a price lower than that set by the principal or purchase by the commission agent at a price higher than that set by the principal shall be subject to the consent of the principal. If the principal has not given his consent to such sale or purchase but the difference in price is made up by the commission agent, the sale or purchase is effective vis-à-vis the principal.

第四百一十八条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 at a higher price or purchases at a lower price than that designated by the principal, his remuneration may be increased as stipulated by the parties. If the parties have not stipulated such matter or such matter has not been stipulated explicitly, and the matter is not determinable pursuant to Article 61 of this Law, the benefit belongs to 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 principal has given special instructions in respect of the price, the commission agent may not deviate therefrom when concluding sales or purchases.

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。

Article 419: If the commission agent sells or purchases merchandise the price of which is determined by the market, he himself may be the buyer or the seller, unless the principal has expressed a contrary intention.

第四百一十九条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。

If the commission agent is the buyer or the seller in a transaction as described in the preceding paragraph, he may still claim remuneration from the principal.

行纪人有前款规定情形的,仍然可以要求委托人支付报酬。

Article 420: Commissioned goods purchased by the commission agent as agreed by the parties shall be taken delivery of by the principal in a timely manner. If the principal refuses to take delivery of such goods without a justifiable reason after having been reminded by the agent, the agent may lodge the goods pursuant to Article 101 of this Law.

第四百二十条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 commissioned goods cannot be sold or the principal withdraws them from sale, the commission agent may lodge the goods pursuant to Article 101 of this Law if the principal fails to take back or dispose of the goods after having been reminded to do so by the commission agent.

委托物不能卖出或者委托人撤回出卖,经行纪人催告,委托人不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。

Article 421: If the commission agent concludes a contract with a third party, he directly acquires rights and incurs obligations thereunder.

第四百二十一条行纪人与第三人订立合同的,行纪人对该合同直接享有权利、承担义务。

If the third party fails to perform his obligations, thereby causing injury to the principal, the commission agent is liable for damages, unless the agent and the principal have agreed otherwise.

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。

Article 422: If the agent completes all or part of the commissioned matter(s), the principal shall pay corresponding remuneration to the commission agent. If the principal fails to pay the remuneration within the time limit therefor, the commission agent has a lien on the commissioned goods, unless the parties have agreed otherwise.

第四百二十二条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。

Article 423: Matters not provided for in this Part are governed by the relevant provisions for mandate contracts.

第四百二十三条本章没有规定的，适用委托合同的有关规定。

PART TWENTY-THREE: BROKERAGE CONTRACTS

第二十三章居间合同

Article 424: A brokerage contract is a contract by which a broker agrees to inform a client of the opportunity to conclude a contract or to provide a client with intermediary services for the conclusion of a contract, and the client agrees to pay remuneration therefor.

第四百二十四条居间合同是居间人向委托人报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。

Article 425: The broker shall truthfully report to his client on the matters concerning the conclusion of the contract.

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。

If the broker willfully conceals important facts or provides false information in connection with the conclusion of the contract, thereby harming the interests of his client, he may not claim remuneration and is liable for damages.

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。

Article 426: If the broker has facilitated the formation of the contract, the client shall pay remuneration to the broker as stipulated. If such remuneration has not been stipulated or the remuneration stipulations are not explicit, and the same is not determinable pursuant to Article 61 of this Law, a reasonable amount of remuneration shall be determined according to the service

rendered by the broker. If the formation of the contract was facilitated by the intermediary services provided by the broker for the conclusion of the contract, the broker's remuneration shall be borne equally by the parties to such contract.

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。

If the formation of the contract was facilitated by the broker, the expenses for the brokerage activities shall be borne by the broker.

居间人促成合同成立的，居间活动的费用，由居间人负担。

Article 427: If the broker has not facilitated the formation of the contract, he may not claim remuneration, but he may claim reimbursement from his client for the necessary expenses disbursed in the course of the brokerage activities.

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。

SUPPLEMENTARY PROVISIONS

附则

Article 428: This Law shall be implemented as of 1 October 1999. The PRC Economic Contract Law, the PRC Foreign Economic Contract Law and the PRC Technology Contract Law shall be repealed on the same date.

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。