

铜精矿购销合同

COPPER CONCENTRATE SALE & PURCHASE AGREEMENT

(中英对照范本 · Bilingual Template)

合同编号 **Contract No.**: _____ 签订日期 **Date**: _____ 签订地点 **Place**: _____

本合同由以下双方根据《联合国国际货物销售合同公约》（如适用）及有关国际贸易惯例，经友好协商签订 / This Agreement is entered into by and between the following Parties in accordance with the United Nations Convention on Contracts for the International Sale of Goods (if applicable) and relevant international trade usages, through friendly negotiation:

项目 Item	卖方 Seller	买方 Buyer
公司名称 Name		
注册地址 Address		
授权代表 Representative		
电话 / 邮箱 Tel / Email		

第一条 货物名称与品质 **Article 1 – Name and Quality of Goods**

1.1 货物名称：硫化铜精矿（浮选），原产地 _____。 / Name of Goods: Sulphide copper concentrate (flotation), origin: _____.

1.2 品质规格（以干基计） / Quality Specifications (on dry basis):

项目 Element	标准值 Specification	计价 / 罚则起点 Payable / Penalty Threshold
铜 Cu	%（最低）	计价 Payable
金 Au	g/干吨（最低计价品位）	≥ 起点计价 Payable above threshold
银 Ag	g/干吨（最低计价品位）	≥ 起点计价 Payable above threshold
水分 Moisture	%（最高）	超标按第 5.4 条处理 Per Clause 5.4
砷 As / 铋 Bi / 锑 Sb	%（各自最高）	超标罚款 Penalty applies
铅 Pb / 锌 Zn	%（各自最高）	超标罚款 Penalty applies
氟 F / 氯 Cl / 汞 Hg	%（各自最高）	超标罚款 Penalty applies

1.3 货物应符合国际海事组织（IMO）《国际海运固体散货规则》（IMSBC）关于精矿海运适运水分极限（TML）与流态化的要求，卖方应在装运前提供适运水分证明。 / The cargo shall comply with the IMSBC Code of

the IMO regarding Transportable Moisture Limit (TML); the Seller shall provide TML certification prior to loading.

1.4 品质以第 8、9 条约定的计重取样及化验结果为准。 / Quality shall be determined by the weighing, sampling and assay procedures set out in Articles 8 and 9.

第二条 数量与溢短装 **Article 2 – Quantity and More or Less**

2.1 数量：约 _____ 湿吨（WMT），允许溢短装 ± _____ %，由 _____ （卖方/买方）选择。 / Quantity: approximately _____ WMT, ± _____ % more or less at _____'s option.

2.2 干重 = 湿重 ×（1 - 实测水分%）。干重为本合同计价、结算的基准重量。 / Dry Weight = Wet Weight × (1 - actual moisture %). All pricing and settlement shall be on dry metric ton (DMT) basis.

第三条 价格条款 **Article 3 – Price**

3.1 计价方式（二选一，在选定项前打√） / **Pricing basis (select one):**

☐ 方式 **A**：国际 **TC/RC** 模式（适用进口矿） / Mode A: International TC/RC basis (for imported concentrates)

（a）铜计价：按计价期内伦敦金属交易所（LME）A 级铜现货结算价（Cash Settlement）的算术平均值减去粗炼费（TC）与精炼费（RC）计算。 payable 铜 = 实际含铜量 × 计价比例 _____ %。 / Copper payment: LME Grade A copper cash settlement arithmetic mean over the Quotational Period, less TC and RC. Payable Cu = actual Cu content × _____ %.

（b）粗炼费 TC： _____ 美元/干吨（USD/dmt）；精炼费 RC： _____ 美分/磅计价铜（US¢/lb payable Cu）。 / TC: USD _____ /dmt; RC: US¢ _____ /lb payable Cu.

（c）金计价：含金 ≥ _____ g/干吨部分计价，计价比例 _____ %，基准为计价期 LBMA 伦敦金价算术均值减金精炼费 _____ 美元/盎司。 / Gold: payable at _____ % of LBMA PM mean over QP less refining charge of USD _____ /oz, for Au content above _____ g/DMT.

（d）银计价：含银 ≥ _____ g/干吨部分计价，计价比例 _____ %，基准为计价期 LBMA 银价算术均值减银精炼费 _____ 美元/盎司。 / Silver: payable at _____ % of LBMA silver mean over QP less refining charge of USD _____ /oz, for Ag above _____ g/DMT.

☐ 方式 **B**：国内计价系数模式（适用国内矿 / 人民币结算） / Mode B: Coefficient basis (for domestic concentrates / RMB settlement)

铜总价 = 基准价 × 计价系数 × 铜金属量。基准价为计价期上海期货交易所（SHFE）阴极铜当月合约结算价算术平均值；计价系数按铜品位区间确定如下 / Copper value = benchmark price × coefficient × Cu metal content, where the benchmark is the arithmetic mean of SHFE cathode copper settlement prices over the QP; coefficients by grade:

铜品位 Cu Grade	计价系数 Coefficient	铜品位 Cu Grade	计价系数 Coefficient

金银计价同方式 A（c）（d），基准价可改用 SHFE / 上海黄金交易所价格。品位超出上表范围时，双方另行协商作价。 / Au/Ag priced as in Mode A (c)(d), with benchmark optionally switched to SHFE / SGE prices. Grades outside the above ranges to be negotiated separately.

3.2 计价期（QP）：以 _____（如：提单日所在月之次月 M+1，或双方约定的点价期 _____ 个工作日内）内各交易日价格的算术平均值计算。/ Quotational Period: arithmetic mean of prices over _____ (e.g. M+1 of B/L month, or a pricing window of _____ business days).

3.3 汇率：以美元（或人民币）结算时，涉及跨币种折算的，按计价期最后一个工作日中国人民银行公布的中间价（或双方书面约定的汇率）折算。/ Currency conversion, if any, at the PBOC central parity rate on the last business day of the QP, or as otherwise agreed in writing.

第四条 作价元素与杂质罚则 Article 4 – Payable Metals and Penalty Elements

4.1 本合同作价元素为铜、金、银；其他元素不计价。/ Payable metals are Cu, Au and Ag only; no other element is payable.

4.2 有害元素超过第 1.2 条标准时，按下表罚款（按干吨计收）/ Where deleterious elements exceed the limits in Clause 1.2, penalties apply per DMT as follows:

元素 Element	免罚上限 Free Limit	罚则 Penalty Rate	封顶 Cap
砷 As	%	每超 0.1%，罚 美元/干吨	
铋 Bi	%	每超 0.01%，罚 美元/干吨	
锑 Sb	%	每超 0.01%，罚 美元/干吨	
铅 Pb	%	每超 0.1%，罚 美元/干吨	
锌 Zn	%	每超 0.1%，罚 美元/干吨	
汞 Hg / 氟 F / 氯 Cl		双方另行约定 / As agreed	—

4.3 任一有害元素超过封顶值或超出导致买方冶炼厂拒收程度的，买方有权拒收该批货物，由此产生的费用与损失由卖方承担。/ Where any deleterious element exceeds the cap or a level justifying rejection by the Buyer's smelter, the Buyer may reject the parcel, with all costs and losses borne by the Seller.

第五条 交货、运输与所有权转移 Article 5 – Delivery, Shipment and Title

5.1 价格与交货条件：_____（如 CIF 中国主要港口 / FOB 装运港 / EXW 工厂），按《国际贸易术语解释通则 2020》（Incoterms 2020）解释。/ Terms: _____ per Incoterms 2020.

5.2 装运港 / 目的港：_____ → _____。允许分批装运，每批约 _____ 吨。/ Load port / discharge port: _____ → _____. Partial shipments allowed, each lot approx. _____ MT.

5.3 装运期：_____。卖方应在预计装运日前 _____ 天向买方发出装运通知。/ Shipment period: _____. The Seller shall give _____ days' preliminary notice.

5.4 水分以卸货港（或交货地）联合测定为准；水分超过第 1.2 条上限的，超出部分重量从湿重中扣除，且买方可就因此产生的额外运费、仓储及处理费用向卖方索赔。/ Moisture shall be jointly determined at the discharge/delivery point; weight of excess moisture shall be deducted and related extra freight, storage and handling costs are for the Seller's account.

5.5 风险与所有权自货物按第 5.1 条完成交付时转移。卖方保证对货物拥有完整所有权，货物不存在任何担保物权或第三方权利。/ Risk and title pass upon delivery per Clause 5.1. The Seller warrants good title, free of any lien or third-party claim.

第六条 保险 Article 6 – Insurance

按 CIF 或 CIP 成交的，由卖方按发票金额的 110% 投保一切险（海运货物险）；按 FOB 等其他条件成交的，保险由买方自理。/ For CIF/CIP sales, the Seller shall insure all risks (marine cargo) for 110% of invoice value; otherwise insurance is the Buyer's responsibility.

第七条 付款 Article 7 – Payment

7.1 付款方式（选择其一）：_____（① 不可撤销即期信用证；② 电汇 T/T：_____）。/ Payment by (select): _____ (irrevocable sight L/C, or T/T on _____).

7.2 暂付款 **Provisional Payment**: 卖方在提交提单、品质/重量检验证书等单据后，按暂定发票金额的 _____ %（通常 90–95%）收取暂付款。/ Upon presentation of B/L, inspection certificates and other documents, the Seller may draw _____ % (typically 90–95%) of the provisional invoice value.

7.3 最终结算 **Final Settlement**: 计价期结束后 _____ 个工作日内，双方按最终化验与计价结果出具最终发票，多退少补。/ Final invoice to be issued within _____ business days after the end of the QP, with the balance settled accordingly.

7.4 逾期付款：按年利率 _____ %（或 LIBOR/SOFR + _____ %）计收利息，不足一月按比例计算。/ Late payment interest at _____ % p.a. (or reference rate + _____ %), pro-rated for partial months.

第八条 计重、取样与水分测定 Article 8 – Weighing, Sampling and Moisture

8.1 计重、取样、制样与水分测定由双方认可的独立检验机构（如 SGS、CIQ/海关技术中心、Alex Stewart 等：_____）在卸货港（或交货地）进行，双方有权派员见证。/ Weighing, sampling, sample preparation and moisture determination shall be carried out at the discharge/delivery point by a mutually accepted independent inspector (_____), with both Parties entitled to be represented.

8.2 样品一式 _____ 份，双方各执一份，一份留存仲裁（裁判）化验用。样品封识后保存 _____ 天。/ _____ sealed samples: one each to the Parties and one retained for umpire assay for _____ days.

第九条 化验与裁判化验 Article 9 – Assays and Umpire

9.1 铜、金、银含量以卖方检验结果为暂定依据；买方应在收货后 _____ 个工作日内出具对比化验。/ Cu/Au/Ag contents provisionally per Seller's certification; the Buyer to provide check assays within _____ business days of receipt.

9.2 双方差值在允差（铜 ± _____ %、金 ± _____ %、银 ± _____ %）以内的，按双方平均值结算；超差的，以仲裁样交双方认可的裁判实验室化验，其结果为最终依据，裁判费用由偏差大的一方承担。/ If results differ within tolerances (Cu ± _____ %, Au ± _____ %, Ag ± _____ %), settle on the mean; otherwise umpire assay is final and binding, costs borne by the Party whose result deviates more.

第十条 不可抗力 Article 10 – Force Majeure

因战争、地震、洪水、台风、罢工、港口封锁、政府行为及流行病等不可预见、不可避免且不可克服的事件导致合同不能履行的，受影响方应在 _____ 日内书面通知对方并提供有权机构出具的证明，可全部或部分免除责任，但迟延履行后发生的金钱债务（含货款、滞期费）不免除。事件持续超过 _____ 天的，任何一方有权书面终止受影响部分。/ Neither Party shall be liable for failure caused by events of force majeure (war, earthquake, flood, typhoon, strike, port blockage, acts of government, epidemics, etc.), provided prompt written notice with certification is given within ____ days; monetary obligations accrued prior to the event are not excused. Either Party may terminate the affected part if the event continues beyond ____ days.

第十一条 违约与索赔 Article 11 – Default and Claims

11.1 品质或数量异议：买方应在卸货后 _____ 个工作日内书面提出，凭第 8、9 条约定的检验结果索赔。/ Quality/quantity claims must be made in writing within ____ business days after discharge, supported by the agreed inspection results.

11.2 一方根本违约的，守约方有权解除合同并要求赔偿包括转售差价、补购差价、仓储、利息在内的实际损失。/ Upon a material breach, the non-defaulting Party may terminate and claim actual damages including cover/resale differential, storage and interest.

第十二条 争议解决与适用法律 Article 12 – Dispute Resolution and Governing Law

因本合同引起的争议，双方应友好协商；协商不成的，提交（选择其一）：☐ 中国国际经济贸易仲裁委员会（CIETAC）仲裁；☐ 国际商会（ICC）仲裁；☐ _____ 仲裁。仲裁地点 _____，仲裁语言为英语（或中英双语），仲裁裁决为终局。本合同适用 _____ 法律（如中华人民共和国法律 / 英国法 / 新加坡法）。/ Disputes shall first be settled amicably; failing that, finally resolved by arbitration (select): CIETAC / ICC / _____, seated in _____, in the English (or bilingual) language. This Agreement is governed by the laws of _____.

第十三条 其他条款 Article 13 – Miscellaneous

13.1 通知 **Notices**：以本合同头部所列邮箱/电话发出的书面通知视为有效送达；地址变更应提前书面告知。/ Notices in writing to the contacts above shall be deemed validly given; changes of contact must be notified in advance.

13.2 完整协议与修改：本合同（含附件）构成双方完整约定；任何修改须经双方书面确认（含邮件确认）方为有效。/ This Agreement (with annexes) constitutes the entire agreement; amendments are valid only if made in writing (email confirmation included).

13.3 转让：未经对方书面同意，任何一方不得转让本合同权利义务。/ No assignment without the other Party's written consent.

13.4 保密：双方应对本合同条款及往来商业信息保密。/ Both Parties shall keep the terms and related commercial information confidential.

13.5 合同份数：本合同一式两份，双方各执一份，中英文具有同等效力；两种文本如有歧义，以 _____ 文本为准。 / Executed in two originals, one for each Party; both languages equally authentic, the _____ text to prevail in case of discrepancy.

签署 **Execution**

卖方 The Seller	买方 The Buyer
授权签字 Authorized Signature:	授权签字 Authorized Signature:
姓名 / 职务 Name / Title:	姓名 / 职务 Name / Title:
日期 Date:	日期 Date:

使用说明（签署前请删除本段） **Usage Notes (delete before signing):**

① 本范本为通用参考模板，参考了国际主流铜精矿销售协议（CSPA）的通行条款结构（品质、TC/RC 计价、暂付款、裁判化验、不可抗力、仲裁等）与国内计价系数式购销合同的写法，不构成法律意见；重大交易请务必请涉外律师审核。

② 计价方式 A 与 B 二选一，未选条款删除；品位区间、系数、免罚上限、罚额均须按当期市场行情（如 CSPT 敲定的年度 TC/RC、SMM 报价）与冶炼厂实际计价条款填写。

③ 进口矿还需配套：原产地证、放射性检测、IMSBC/TML 证明、报关要素（HS 编码 2603.0000）等单据要求，可按需在附件中列明。

④ 关键可谈点提示：计价期（QP）长短、金银计价起点与比例、暂付款比例、逾期利率、罚则封顶值、仲裁机构与地点。