

国际贷款/融资合同分类条款 (中英文对照第一部分)

CLASSIFIED ARTICLES OF LOAN/FINANCING CONTRACT

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学术交流请私信或评论留言

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部分章节示例如下：

贷款用途规定LOAN PURPOSE PROVISIONS

银行提示借款人，借款人确认其了解根据美国联邦储备系统管理委员会的政策，国际贷款只能资助美国以外的非美籍企业。借款人确认贷款收入将只被用于资助美国以外的业务。

The Bank hereby notifies the Borrower , and the Borrower hereby acknowledges that it understands , that it is the policy of the Board of Governors of the Federal Reserve System of the United States of America that extensions of credit by international banking facilities may be used only to finance the non- United States operations of a customer located outside the United States of America. The Borrower acknowledges that the proceeds of the Loan will be used solely to finance its operations outside the United States of America.

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The Borrower shall apply all amounts borrowed by it under this Agreement solely for the purpose of financing its general working capital requirements.

借款人应将其在本协议项下借贷的所有款项仅用于满足其一般营运资本需求。

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本合同所约定的贷款仅用于借款方生产销售砂石品业务，不得挪作它用。

The loan hereof is only for Borrower' s Stone Business and shall not be appropriated for other use.

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甲方不得挪用借款。甲方借款不用于购买或退掉本合同约定的商品或服务，应按提前还款与乙方结算，否则，视为改变借款用途挪作他用。

Party A shall not use the loan funds for other purpose than that prescribed under this contract. If Party A does not use the loan on the agreed purpose under this contract, he should clear the loan with Party B ahead of schedule, otherwise, Party A shall be treated as misappropriate use of loan.

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借款人同意接受贷款人提供的上述贷款，并且在此同意和保证，将贷款用于为借款人公司增加注册资本。除非取得贷款人的事先书面同意，借款人不得将上述款项用于任何其他目的。

The Borrower agrees to accept the aforementioned Loan provided by the Lender, and hereby agrees and warrants using the Loan to increase the registered capital of the Borrower Company. Without the Lender' s prior written consent, the Borrower shall not use the Loan for any purpose other than as set forth herein.

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本合同项下的借款，借款用途为：流动资金。

The loan hereunder shall be used for working capital.

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未经在线事先书面同意，借款人不得改变借款用途。

No one may change the use of the proceeds without the prior written consent of Pride Online.

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借据、贷款凭证和其他贷款文件

DEBT EVIDENCE , LOAN VOUCHERS AND OTHER LOAN DOCUMENTS

借据或贷款凭证是本合同不可分割的组成部分。借款的实际放款日和还款日以借款人、贷款人双方办理的借据或凭证上所记载的日期为准。除日期外，借据或凭证其

他记载事项如与本合同不一致的，以本合同为准。

A certificate of indebtedness or a loan voucher is an integral part of this Contract. The date of advance and payment due date shall follow the date specified on the certificate of indebtedness or loan voucher . Where there is any inconsistency between the stipulations on the certificate of indebtedness or loan voucher and the Terms and Conditions on this Contract except date, the latter shall prevail.

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“票据”：指由借款人开业以银行为指定付款的依附录A基本内容的期票，其证明因银行依本协议向借款人发放贷款而产生的借款人对银行的负债。

"Note": the promissory note of the Borrower to the order of the Bank in substantially the form of Exhibit A hereto , evidencing the indebtedness of the Borrower to the Bank resulting from the Bank's Loan to the Borrower;

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与本合同相关的文件，包括但不限于甲方向乙方提交的申请借款文件、资料、证明、凭证等，均为本合同的组成部分。

Any documentation related to this contract, including but not limited to, loan application documents, materials, certificates, etc. submitted to Party B from Party A, shall be parts under this contract.□

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借款借据等借款凭证为本合同的组成部分。本合同未记载,或者记载的内容,包括但不限于借款金额、借款期限、还款计划、贷款利率、起息日等与借款借据等借款凭证记载不一致时,以借款借据等借款凭证的记载为准。

The receipt for a loan and other vouchers of the loan are constituent parts of the Contract. If the information recorded or not recorded in the Contract, including but not limited to the Loan amount, loan term, repayment schedule, interest and value dated etc., is not consistent with those on the receipt of loan or other vouchers, the information on the receipt of loan or other vouchers shall be prevailed.

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借款人的账户BORROWER' S ACCOUNT

借款人应在贷款人开设帐户,户名和帐号见,并保证在每次还款日前足额存入当期应还款项的存款。借款人在此授权贷款人从借款人该帐户中扣收借款本金、利息和可能发生的复利、罚息、违约金、保费、损害赔偿金及实现债权的费用(含律师费和诉讼费)。如该帐户资产不足以归还到期的贷款本息,贷款人有权从借款人在中国工商银行任何分支机构开立的任何帐户划收。

The Borrower should open an account with the Lender (The account name and account number are specified in .) and promise to deposit sufficient money for repayment before each due date. The Borrower hereby authorizes the Lender to collect, if any, compound interest, default interest, liquidated damage, premium, compensation and expenses arising from the realization of creditor' s right (including lawyer' s fee and court expense)in addition to due principal and interest of loan. In case the asset in this Account is not enough for repayment of due principal and interest, the Lender shall be entitled to collect from any Account opened by the Borrower with any branch of ICBC.

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借款人应于每期还款日前在在线监管账户上备足当期应付之利息、本金及其他应付款项，并不可撤销地授权在线于还款日前或还款日从借款人监管账户中将相应资金划转至出借人、保证人的在线监管账户。当借款人监管账户中的资金余额不足时，借款人不可撤销地授权在线从借款人指定的其他银行还款账户（“借款人银行还款账户”）中代扣差额（应付款项与借款人监管账户中余额之差）。

Article 11 The Borrower shall, before each repayment date, deposit adequate funds in the escrow account opened with Pride Online to pay for the current principal, interest and other amounts payable and irrevocably empower and authorize Pride Online to appropriate the corresponding money from the escrow account of the Borrower to the escrow account of the Lender or the Guarantor opened with Pride Online. In case the balance of the escrow account of the Borrower is insufficient, the Borrower hereby irrevocably empowers and authorizes Pride Online to deduct the difference (between the money payable and the amount in the escrow account of the Borrower) from the banking accounts designated by the Borrower (“Repayment Account of the Borrower”).

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各方确认并同意其监管账户为其资金划出、划入或回收专用账户。

The parties hereto agree and confirm that their respective escrow account will be used as special accounts for appropriation, deposition or recovery of their funds.

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“借款人”应在“贷款人”处开立人民币结算账户和/或经常项目外汇账户和/或外汇贷款专用账户和外汇还款专用账户（以下称“指定账户”），本“贷款”项下的资金划拨和本息偿还均通过该账户进行。“借款人”应在每个付息日将利息付至“指定账户”。“借款人”在此授权“贷款人”于付息日当日从“指定账户”中扣划相应的利息金额。“借款人”在此授权“贷款人”可以自己或通过“代理行”将“借款人”在“项目”项下的往来资金及时划付至“指定账户”，用于支付“贷款”项下的利息，但如果该等资金的金额不足以支付当期应付利息时，“借款人”仍有义务以其自有资金支付。

Article 10 The Borrower shall open RMB settlement account and/or Foreign Exchange account under Current account and/or foreign exchange loan account and foreign exchange repayment account (hereinafter the "Designate Accounts") through which the loan disbursement and principal and interest repayment will be conducted. The Borrower shall credit the interest to the Designated Accounts on each interest payment date. The Borrower shall hereby authorize the Lender the right to deduct corresponding amount of interest from the Designate Accounts on the interest payment date. The Lender shall be authorized by the Borrower to credit the Borrower' s fund of the Project to the Designate Accounts by itself or by the Agent Bank; in case of the Account is insufficient to repay the interest, the Borrower has the obligation to pay by its own fund.

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