

购买羊毛、洗净毛、炭化毛、 毛条等一般交易条款

General Terms and Conditions
Governing the Purchase of Australian Greasy,
Scoured and Carbonised Wool,
Wool Top and all other Type of Wool Fibres

中国-澳大利亚羊毛联合工作小组

China-Australia Joint Working Group on Wool

2012年9月13日

13 September 2012

CONTRACT OF PURCHASE (样本合同SAMPLE)

CONTRACT NO.:12345678

DATE:13 September 2012

MESSRS: _____

ADDRESS: _____

THE UNDERSIGNED SELLER AND BUYER HAVE AGREED TO CLOSE THE FOLLOWING TRANSACTION ACCORDING TO THE TERMS AND CONDITIONS

STIPULATED AS BELOW:

- 1.Name of commodity: AUSTRALIAN GREASY WOOL
- 2.Specification: T55 FNF, 21.0 MIC MAX AVE, 21.7 MIC MAX AOL, VM 1.0% MAX AVE, VM 2.6% MAX, AOL, 68% MIN AVE YIELD, 32 NKT MIN AVE, 22 NKT MIN, AOL, 90 MM MIN AVE, 72 MM MIN AOL, POBM 55% MAX, AVE, 49% CVH MAX AVE.
- 3.Quantity: CLEAN WEIGHT 28000 KGS (+/- 2% ALLOWED) ON IWTO SCOURED YIELD AT 16% REGAIN
- 4.Unit price: USD 10.8/KG CIF SHANGHAI
- 5.Total Value: USD 302400
- 6.Country of Origin: AUSTRALIA
- 7.Time of Shipment: BY 30 September 2012
- 8.Final Destination: SHANGHAI, CHINA
- 9.Packing: BE PRESSED AND PACKED IN STANDARD EXPORT PACKING (IN CONTAINERS)
- 10.Shipping Marks: AS SELLER'S OPTION
- 11.Terms of Payment: BY L/C AT _____ DAYS FROM B/L DATE.

Remarks:

All other terms and conditions as per the China - Australia Joint Working Group on Wool "General Terms and Conditions Governing the Purchase of Australian Greasy, Scoured and Carbonised Wool, Wool Top and all other Types of Wool Fibres" dated 13 September 2012 must be obeyed.



请在销售合同中列明此项：所有其它未尽事宜均需遵守中澳羊毛联合工作小组2012年9月13日签署的《购买羊毛、洗净毛、炭化毛、毛条等一般交易条款》

SELLER

BUYER

注：此合同只作为样本参考。签署实际合同时，请按照买卖双方的约定填写具体参数和内容。

Note: This Example Contract is for reference only.

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购买羊毛、洗净毛、炭化毛、 毛条等一般交易条款

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Article 1 The Products and the Conditioned Weight Standards

The Rules and Definitions in the IWTO Blue Book and the appropriate IWTO Test Methods and Regulations apply to calculation of the conditioned weight (see Appendix 1 for the appropriate IWTO Test Method):

The Yields or Regains and Total Fatty Matter values must be specified in the Contract. It is recommended that they be selected from the following:

1.1 Greasy Wool

- IWTO Scoured Yield at 16% Regain
- IWTO Scoured Yield at 17% Regain
- IWTO Schlumberger Dry Yield with 1% Added Oil
- Australian Carbonising Yield at 17% Regain

1.2 Scoured Wool

For Moisture Content and Fatty Matter Testing:

- Regain - 16% or 17%
- Maximum Total Fatty Matter - 1%

For Yield Testing:

- IWTO Scoured Yield at 16% Regain
- IWTO Scoured Yield at 17% Regain

1.3 Carbonised Wool

For Moisture Content Testing:

- Regain - 16% or 17%

For Yield Testing:

- IWTO Scoured Yield at 16% Regain
- IWTO Scoured Yield at 17% Regain

1.4 Wool Top

- Regain - 18.25%
- Maximum Total Fatty Matter - 0.75%

1.5 Nolls

- Regain - 16%

1.6 Shoddy Wool

- Regain - 16%

1.7 All Other Wool Types

Standard regains and maximum or minimum values for any parameter shall be agreed to between the Buyer and Seller and specified in the Contract.

第一条 产品与公量标准

按照国际毛纺织组织 (IWTO) 蓝皮书以及相关的IWTO检测规定对以下各种不同的羊毛及制品进行公量的计算 (见附表1中有关的检测方法):

洗净率、回潮率以及全部含油数量必须在贸易合同中准确表明。建议使用以下的各种方法对不同的产品加以限定:

1.1 含脂毛

- IWTO在16%回潮时的洗净率
- IWTO在17%回潮时的洗净率
- IWTO施龙伯格干燥率 (添加油脂为1%)
- 澳大利亚在17%回潮时的炭净率

1.2 洗净毛

- 对回潮以及含油的检测方法为:
- 回潮 - 16%或者17%
- 最大全部含油率 - 1%
- 对洗净率的检测方法为:
- IWTO在16%回潮时的洗净率
- IWTO在17%回潮时的洗净率

1.3 炭化毛

- 对回潮的检测方法为:
- 回潮 - 16%或者17%
- 对洗净率的检测方法为:
- IWTO在16%回潮时的洗净率
- IWTO在17%回潮时的洗净率

1.4 毛条

- 回潮 - 18.25%
- 最大全部含油率 - 0.75%

1.5 精短毛

- 回潮 - 16%

1.6 废毛

- 回潮 - 16%

1.7 其他任何种类羊毛初级产品

标准回潮以及对于任何参数上下限定的数值应该在缔约时由买卖双方加以确定并明确标注。

Article 2 Quality Standards

2.1 Greasy Wool

For objectively measured characteristics, the following parameters are to be measured:

2.1.1 Fibre Diameter

Based on the signed Contract, the average Fibre Diameter for the consignment means the maximum average Fibre Diameter. The maximum value for any component lot must be specified in the Contract.

The average Fibre Diameter is rounded to one decimal place. Suitable IWTO Test Methods are described in Appendix 1.

2.1.2 Staple Length and Strength

Based on the signed Contract, the average Staple Length and Staple Strength for the consignment means the minimum average test results. Average Position of Break (when applicable) for the consignment means the maximum Mid Breaks. The minimum (Staple Length, Staple Strength) and maximum (Mid Breaks) values for any component lot must be specified in the Contract.

The average Staple Length, Staple Strength and Position of Break are rounded to the nearest whole number.

Note, Staple Strength (and Position of Break) tests cannot be conducted on short wools (Staple Length less than 55 mm)

A suitable Test IWTO Method is described in Appendix 1.

2.1.3 Vegetable Matter

Based on the signed Contract, the average Vegetable Matter Base in the consignment means the maximum average Vegetable Matter Base. The maximum value for any component lot must be specified in the Contract.

The average Vegetable Matter Base is rounded to one decimal place.

A suitable IWTO Test Method is described in Appendix 1.

The maximum values for each type of Vegetable Matter, such as Seed & Shive (SS), Burr (B) and Hard Heads (HH) can be specified separately. If so, they must be specified in the Contract.

For non-measured characteristics:

2.1.4 Subjective Descriptions

AWEX-ID (Australian Greasy Wool Description Chart); and its subjective descriptions will be referred to for any non measured characteristics, if agreed to between the Buyer and Seller and specified in the Contract.

Or, samples may be appraised for agreed descriptions, if agreed to between the Buyer and Seller and specified in the Contract.

第二条 质量标准

2.1 含脂毛

对应客观检测所具有的信息，以下是各个参数的检测方法：

2.1.1 纤维细度（纤维直径）

以合同要约为准。合同规定的购买批平均细度为最大平均细度，同时对每一个单一组成批的细度上限做出明确的要求。

平均细度保留一位小数，实行四舍五入进位法。

有关的IWTO检测方法请参见附表1。

2.1.2 毛丛长度与毛丛强度

以合同要约为准。合同中所规定的购买批中毛丛长度与毛丛强度的平均值为最小平均检测值。购买批中的平均毛丛扯断部位（如果具备检测结果的话）为最大中部扯断部位。必须在合同中明确规定任意组成批中最小（毛丛长度与毛丛强度）数值以及最大（中部扯断）数值。

平均毛丛长度、毛丛强度以及毛丛扯断部位的检测数值将按照四舍五入的方法进位至最近的整数。

注：毛丛强度（包括中部扯断部位）的数值对于短毛丛（短于55毫米）而言不具备检测条件。

有关的IWTO检测方法请参见附表1。

2.1.3 草杂指标

以合同要约为准。合同中规定的购买批草杂含量的平均值为最大平均值，并应该对单一组成批草杂含量的最大值作出清楚的限定。

平均草杂含量的数值按照四舍五入方法保留一位小数。

有关的IWTO检测方法请参见附表1。

可以标明对单一草杂类型的最大值如草秆类草杂（SS）、软壳草籽（B）以及硬壳草籽（HH）分别加以限定。

对非检测羊毛参数的规定：

2.1.4 主观评估的描述

以合同要约为准。澳大利亚羊毛交易委员会（AWEX）有关澳大利亚羊毛工业对含脂毛描述评估的规定以及相关的评级标准（AWEX-ID）应该作为对合同中所有非检测羊毛参数评估的指南。

或者以合同要约为准，根据买卖双方一致认可的描述方法进行对非检测类羊毛各种参数的评估。

2.1.5 Estimated Hauteur

Estimated Hauteur (Ha) may be based on subjective appraisal, if agreed to between the Buyer and Seller and specified in the Contract.

In this case, the samples submitted for appraisal must be not less than 1 kilogram.

2.2 All other Wools other than Wool Top

The Fibre Diameter, Vegetable Matter Base and average Fibre Length of all other wools such as scoured wool, carding wool, noils and of scoured mohair shall be agreed to between the Buyer and Seller and specified in the Contract.

Other parameters such as Style, Strength, Colour and Coefficient of Variation of Length should be agreed on the basis of samples submitted before the purchase, if agreed to between the Buyer and Seller and specified in the Contract.

2.3 Wool Top

The values for all parameters for wool tops shall be specified in the signed Contract.

2.3.1 Fibre Diameter

The Fibre Diameter for wool top means the maximum average Fibre Diameter. Suitable IWTO Test Methods are described in Appendix 1.

2.3.2 Fibre Length

Wool Top Length means the minimum average Fibre Length (Hauteur). Suitable IWTO Test Methods are described in Appendix 1.

2.3.3 Colour

A suitable IWTO Test Method is described in Appendix 1.

Or, samples may be submitted, if agreed to between the Buyer and Seller and specified in the Contract.

2.3.4 Neps, Slabs, Vegetable Matter and Coloured Fibres

The values for Neps, Slabs, Vegetable Matter and Coloured Fibres should be assessed in samples submitted by the Seller, if agreed to between the Buyer and Seller and specified in the Contract.

If the consignment consists of tops made from different batches, the details shall be given on both the bale marking and the packing slips.

2.3.5 Top Evenness

The U% value should be less than or equal to 5% and the Unit Weight Unevenness (gm / metre) should be less than or equal to 3.0%.

A suitable IWTO Test Method is described in Appendix 1.

2.1.5 豪特长度预测值

如果签约双方同意,毛条可能的豪特长度结果(Ha)将取决于主观的预测。在这种情况下,由卖方提供不少于1公斤的该销售批的实物样本作为评估的依据。

2.2 所有其它非毛条类别的羊毛

对于其他类型的羊毛产品如洗净毛、炭化毛、精梳短毛以及洗净马海毛当中的有关纤维细度、草杂含量以及平均纤维长度的指标均应该在买卖双方同意的基础上在所签订的合同中加以明确的规定。

如果签约双方同意,其他的各种参数,如羊毛外观形态、纤维强度、颜色以及纤维长度离散等数值均应该以成交样品为准。

2.3 羊毛条

羊毛条的各项指标均以合同要约为准。

2.3.1 纤维细度

羊毛条纤维细度的平均值为最大平均值。有关的IWTO检测方法请参见附表1。

2.3.2 纤维长度

羊毛条长度的平均值为最小平均值(豪特)有关的IWTO检测方法请参见附表1。

2.3.3 羊毛条颜色

有关的IWTO检测方法请参见附表1。或者在合同双方同意的基础上以实物样品为准。

2.3.4 羊毛条的毛粒、毛片、草屑以及有色纤维的检测标准

对于毛粒、毛片、草屑以及有色纤维的评估将在合同双方同意的基础上以成交时由卖方所提供的样品为准。在同一交货的毛条中如有不同的梳条批次,应在码单与包装上注明。

2.3.5 羊毛条条干均匀度

条干均匀度的U%值应该等于或小于5%。单位重量不匀率(克/米)应该等于或者小于3.0%。

有关的IWTO检测方法请参见附表1。

Article 3 Quantity

Calculation of the conditioned weight shall be in accordance with the Yield or Moisture Content specified in the Contract. Suitable IWTO Test Methods are described in Appendix 1. Unless agreed to by the Buyer and the Seller and specified in the Contract, the tolerance of weight in any consignment shall be +/- 2% based on the Contract weight, with a maximum variation that does not exceed 500 kg. Payment shall be made to match the actual certified weight.

Article 4 Unit Price

The unit price shall be in the form of currency stipulated in the Contract. The contracted unit price is defined in the latest edition of Incoterms, such as per kilogram (FOB, CFR and CIF etc).

Article 5 Packaging

- 5.1 Seaworthy Nylon packs or High Density Polypropylene packs shall be used for greasy wool, scoured wool, noil and any other wool fibres.
- 5.2 Seaworthy Nylon or High Density Polypropylene outer packs shall be used for wool tops. The plastic water proof and breathable inner bag shall be used for balls (unless each individual ball is packed in a plastic bag). Steel bands of 2 x 6 or 3 x 5 shall be used to tighten the package. The cost of packaging materials shall be included in the unit price of wool top.
- 5.3 The Seller shall be responsible for any damage or any loss incurred to the Goods due to inadequate or inappropriate packaging.

Article 6 Shipping Marks

The Seller shall provide clear marking on each bale (using environmentally friendly and colour fast marking paints) to ensure clear identification of each bale. The printing and any other details should be neatly painted according to the instructions given by the Buyer. Series numbers on the bale shall be identical to the numbers listed on the packing slip. If, upon arrival, marks are found that are incorrect or ignored, the Seller shall be responsible for any additional costs incurred by the Buyer in clearing the Goods.

Article 7 Shipping

- 7.1 The Buyer and Seller shall arrange shipment according to the latest edition of Incoterms. If the Contract is in terms of FOB, the Buyer shall book shipping space in accordance with the Time of Shipment stipulated in the Contract. The Buyer shall, at least 15 days before the estimated date of arrival of the vessel at the port of shipment, advise the Seller by facsimile or email of the name of the vessel, its estimated arrival date and Contract number in order for the Seller to prepare for shipping. The Seller should ensure readiness of the Goods and subsequent loading within the specified time.
- 7.2 If the Contract is in terms of CIF or C&F, the Seller, shall not later than 15 days before the estimated date of shipment advise the Buyer by facsimile or email of the name, nationality, age,

第三条 数量

对公定重量的计算方法应该与合同中所规定的洗净率与回潮要求相一致。有关的IWTO检测方法请参见附表1。

除非买卖双方合同另有约定，交货时允许按合同数量多交或少交+/- 2%，但是最大差异不能超过500公斤。议付金额按实交数量计算。

第四条 单价

对单价的解释应该按照合同约定的货币及主要口岸所表示的最新版本国际商会《国际贸易术语解释通则》中术语表示的每公斤价（FOB或CFR或CIF等）。

第五条 包装

- 5.1 含脂毛、洗净毛、精短以及其他形式的羊毛纤维以适合于远洋运输的尼龙或高密度聚乙烯材料包装。
- 5.2 毛条外用高密度聚乙烯或尼龙材料，内衬防水透气塑料薄膜包装（或每个毛球用塑料袋包裹）。外用2×6或3×5道铁皮（钢丝）捆扎。以适合远洋运输需要。以上包装费包括在单价内。
- 5.3 卖方应该对因包装不牢或不妥造成买方的损失或交货短少负责。

第六条 装船唛头

卖方必须参照买方订购合同规定在每件货物上用（环保型）不褪色的涂料清楚书明唛头。卖方必须保证，所有标记均应按清晰工整的方法书写，并含有买方要求写明的附加细节。

每包上所刷写的顺序号必须与重量码单一致。如货物到达目的港后，发现装船唛头未按上述规定办理或错刷、漏刷而引起买方运费所产生的费用，由卖方负责赔偿。

第七条 装船事项

- 7.1 买卖双方应按照最新版本《国际贸易术语解释通则》的规定安排装运。FOB由买方负责租船订舱。买方一经租定船只，应在船只抵达装运港之前15天，用传真或电子邮件通知卖方有关船名、装运日期和装运合同号及数量，以便卖方准备装船。卖方应在合同规定的交货期内，及早将货备妥，并依照装船通知将货全部装船。
- 7.2 C&F或CIF卖方应在装船前15天，用传真或电子邮件通知买方船名、船籍、船龄、船旗、船期并征得买方许可后方可装船。在卖方向买方发出选定货轮通知后5个工作日内，买方拒绝

carrying flag and other details of the carrying vessel. Subject to consent and acceptability by the Buyer, loading shall proceed within the specified time. If the Buyer rejects the vessel within 5 Business Days of the Seller notifying the Buyer of the vessel, the Seller must then nominate another vessel at the earliest opportunity and advise the Buyer of revised shipment details again no later than 15 days before the estimated date of the shipment.

7.3 In the case of FOB, the precise location of the port of loading should be specified. However, if no port of loading is decided on the day of sale, the Seller must notify the Buyer within 15 Business Days of the final location of the port of loading in order for the Buyer to make relevant shipping arrangements. Should the Seller fail to notify the Buyer within the said time, the Buyer will not be responsible for any losses incurred due to a delay in shipment.

7.4 If the Buyer requires alterations to shipping instructions, the Buyer must immediately notify the Seller or consignee appointed by the Buyer in order to make new shipping arrangements. Except in the case of Force Majeure, the vessel booked by the Buyer has to arrive into the port of loading no longer than 15 days (including the 15th day) after the loading date stipulated in the Contract.

For example, if the Contract specified the end of January loading, the vessel nominated by the Buyer must arrive in the port of loading no later than February 15. Otherwise, any cost incurred from February 16 onwards, including storage, interest etc until the date of the arrival of the vessel must be borne by the Buyer. The actual extra cost will be calculated on a daily basis. The Seller needs to issue a separate invoice for the additional cost.

7.5 In the case of failure by the Seller to load the Goods on the specified date, the Seller is responsible for the cost of the "short position fee (SPF)". The calculation of SPF will be based on the spot price when the Buyer made the booking on the vessel. Under such circumstances, the Seller will be responsible for all additional costs, including storage and interest charges due to re-arrangement of the vessel.

7.6 In the case of CFR or CIF and the Seller is required to arrange shipment. If the Seller fails to meet the loading date specified in the Contract, the Seller shall be responsible for any loss incurred by the Buyer, calculated from the 16th day of delayed arrival of the Goods. The penalty is calculated on the basis of 1% of the value of the consignment per month. The actual calculation will cover the number of days until the arrival date specified by the Bill of Lading.

Article 8 Notification of Shipment

The Seller shall notify the Buyer and / or the consignee appointed by the Buyer by facsimile or email of the Contract number, name of the commodity, types, name of vessel, number of bales, certified weight (in the case of greasy wool, the yield specified in the Contract should also be supplied), gross weight, invoice value, port of loading, ETD of the vessel and port of destination within 48 hours of the completion of loading of the Goods.

Article 9 Insurance

If shipment is made under the terms of FOB or CFR, insurance shall be procured by the Buyer. The Seller shall, provide the Buyer and / or the consignee appointed by the Buyer with advice of the shipping details specified in Article 8 by facsimile or email no later than 48 hours after the completion of the loading of Goods. If the Buyer cannot procure insurance because the Seller failed to provide the shipping notice to the Buyer and / or the consignee appointed by the Buyer within the said time limit, the Seller shall be responsible for any damages to and / or loss of the Goods incurred in the course of transport.

If shipment is made under the terms of CIF or CIP, insurance shall be procured by the Seller. The Seller shall prepare and send to the Buyer one original and two copies of insurance policy or certificate for 110% of the invoice value, showing payable in China, in currency of the draft, blank endorsed.

所选货轮, 卖方必须尽早推荐另一货轮, 并将更改后的细节再次在不迟于装运预订期前15日内通知买方。

7.3 卖方在报FOB价的同时, 必须注明确切的装船口岸。如报价时不能确定具体装船口岸时, 最迟须在成交后15天内电报通知买方, 以便买方安排船只装运。如果卖方未能按期将装船口岸通知买方, 由此所造成的迟装损失, 买方不承担任何责任。

7.4 如买方船只因故改变装运日期或装运港口, 买方应立即用传真或电子邮件通知卖方或由买方船代理与卖方相互进行联系, 以便做出必要的安排。买方所派船只除人力不可抗拒原因外, 最晚不得迟于合同规定装船期后的15日内(含15日)。

例如: 合同规定1月份装船, 买方船只最晚须于2月15日前到达装运港装运, 否则, 自2月16日起所产生的仓储和利息费, 由买方负担。仓储和利息计算到船舶抵达装运港之日止, 按实际迟装天数计算。仓储和利息费, 卖方必须另开具凭证。

7.5 如卖方在合同规定的装船期内不能按买方租定的船只装运, 卖方必须负责空舱费(SPF)。空舱费按买方当时租船费用计算。买方重新派船而晚于合同交货期时, 卖方负担由此而产生的仓储和利息等费用。

7.6 如系CFR或CIF由卖方负责租船订舱, 卖方未能按合同规定的交货期装船, 卖方应负担从最迟交货期后的第16日起因买方不能按期收到货物所造成的损失。一般情况下, 损失费按实际交货金额每月千分之十计算, 实际迟交天数计算到提单日截止。

第八条 装船通知

货物装船完毕后, 卖方应在48小时内将下列内容用传真或电子邮件通知买方和/或其指定的收货人。内容包括: 合约号、品名、型号、船名、包数、公定重量(如系含脂毛, 须告净毛率)、毛重、发票金额、装运港、开船日期及目的港。

第九条 保险

如果在FOB或CFR条件下发运货物, 买方应负责办理保险。

卖方应在货物装船后48小时之内以传真或电子邮件的形式向买方和/或其指定的收货人提供第八条规定的装船通知。如果卖方未在上述期限内向买方和/或其指定的收货人提供上述细节而导致买方无法办理保险, 卖方则应对在运输过程中货物的损坏和/或遗失负责。

如果在CIF或CIP条件下发运货物, 则应由卖方负责办理保险。卖方应准备并向买方提交保单或保险证明书。该保单或保险证明书应该为一份原件和二份复印件。投保金额应为发票金额的110%, 保单应是空白背书, 并写明以汇票币种在中国支付。

Article 10 Documentation

- 10.1 In the case of payment by Documentary Credit, the Seller shall prepare and present to the bank:
- 10.1.1 Three originals of clean, on-board ocean bills of lading or multimodal transport documents, made out to order, blank endorsed, marked freight prepaid / freight to collect, notifying Buyer.
 - 10.1.2 Four originals and three copies of a manually signed commercial invoice indicating the Contract number, Documentary Credit number and the name of the vessel.
 - 10.1.3 In the case of combing length and carding length greasy wool, two originals and two copies of IWTO test certificates listing the number of bales, greasy weight, Wool Base, Vegetable Matter Base, Fibre Diameter, Coefficient of Variation of Fibre Diameter, the Yield specified by the Buyer and the Conditioned Weight.
Also, in the case of combing length greasy wool only, two originals and two copies of IWTO test certificates listing the number of bales, greasy weight, Staple Length, Coefficient of Variation of Staple Length, Staple Strength and Position of Break must also be included.
In the case of scoured wool, carbonised wool, noils and scoured mohair, two originals and two copies of certificates issued by a laboratory, agreed to by both Buyer and Seller, listing the test parameters specified in the Contract.
In the case of wool top, two originals and two copies of certificates issued by a laboratory agreed to by both Buyer and Seller listing the test parameters specified in the Contract.
 - 10.1.4 Two originals and two copies of a packing list.
 - 10.1.5 Two originals and two copies of a Certificate of Origin.
 - 10.1.6 Two originals and two copies of a declaration and certificate, that provides health and veterinary certification, are to accompany shipments of skins, hides and wool.
 - 10.1.7 Two originals and two copies of the insurance policy or insurance certificate.
 - 10.1.8 One copy of the beneficiary's shipping advice by facsimile or email to the applicant within 48 hours of the date of shipment, advising the Documentary Credit number, the name of the vessel, date; and the quantity, weight and value of the shipment.
 - 10.1.9 In the case of CIF, CIP or CFR, and if previously agreed to, a copy of the notification by the Buyer to the Seller approving the vessel.
 - 10.1.10 One original of the Seller's certificate stating that a copy of all documents specified in this Article, have been forwarded by courier to the Buyer within 7 days of the date of shipment.

第十条 单据

- 10.1 如以跟单信用证形式支付, 卖方应该准备并向银行提交下列文件:
- 10.1.1 三份正本的空白背书、空白抬头、通知买方并且注明运费预付/运费到付的已装船清洁提单或联运单据;
 - 10.1.2 正本四份, 副本三份的写明合同号、跟单信用证号和船名的手签商业发票;
 - 10.1.3 如果涉及梳毛及散梳长度的含脂毛, 应该根据买方的要求必须提交正本二份, 副本二份的IWTO认证实验室出具的检测证书。其中必须列明件数、原毛重量、毛基、草杂基、细度、细度离散、规定的洗净率以及公定重量。

同样, 如果仅涉及梳毛长度的含脂毛, 应该根据买方的要求必须提交正本二份, 副本二份的IWTO认证实验室出具的检测证书。其中必须列明件数、原毛重量、毛丛长度、毛丛强度以及扯断部位分布。

如果涉及洗净毛、精梳短毛、洗净马海毛、炭化毛, 必须提交正本二份, 副本二份的买卖双方认可的实验室出具的检验证书。该证书中必须提供合同中所要求的所有参数的检测结果。

如系羊毛条, 必须提交正本二份, 副本二份的买卖双方认可的实验室出具的检验证书。该证书中必须提供合同中所要求的所有参数的检测结果。
 - 10.1.4 正本二份, 副本二份的总重量单及装箱清单;
 - 10.1.5 正本二份, 副本二份的原产地证书;
 - 10.1.6 正本二份, 副本二份的包含卫生和检疫证书的皮、革和毛船运随船声明和证书;
 - 10.1.7 正本二份, 副本二份的保险单或保险证书;
 - 10.1.8 副本一份的受益人在装运后48小时内以传真/电子邮件通知申请人跟单信用证号、船名、船期、货物数量、重量和价值的装船通知;
 - 10.1.9 在以CIF或CIP或CFR的形式交货时, (如果有约在先) 应提供一份买方同意卖方所租货船的书面批准的副本;
 - 10.1.10 卖方提供的一份正本证明。其证明中应该注明按照本条所涉及的一整套文件已于发货后的七个工作日内以特快专递方式向买方发出。

- 10.2 In the case of payment by Documentary Credit, the Seller must send by courier, facsimile or email either to the Buyer or the consignee appointed by the Buyer (as notified to the Seller), non-negotiable copies of the following documents within 7 days of the date of shipment:
- 10.2.1 Bill of Lading;
 - 10.2.2 Commercial Invoice;
 - 10.2.3 Test Certificates;
 - 10.2.4 Health Certificate;
 - 10.2.5 Packing List; and
 - 10.2.6 Certificate of Origin.
- 10.3 In the case of payment by telegraphic transfer (D/P, D/A), the Seller must send a copy of all documents specified in Article 10.1 to the Buyer.

Article 11 Terms of Payment

- 11.1 Payment can be made by Documentary Credit, collection (D/P, D/A) or remittance. Details of payment are subject to Contract terms stipulated between Seller and Buyer.
- 11.2 The format of Documentary Credit is governed by the latest edition of "International Rules for the Interpretation of Trade Terms" published by the International Chamber of Commerce as "Incoterms". (The latest edition at the time of signing of this Agreement is UPC600).

Article 12 Inspection

- 12.1 The parties agree that certificate(s) issued by an IWTO licensed testing laboratory must be used to certify the quality and the weight for greasy wool deliveries. In case of scoured wool, noils, scoured mohair, carbonised wool and wool top, certificate(s) issued by a laboratory agreed to by Buyer and Seller must be used to certify the quality and the weight. Such certificate(s) will form a part of banking paperwork for payment. The testing cost(s) will be borne by the Seller.
- 12.2 The Goods shall be inspected by the China Inspection and Quarantine Authority (CIQ) on arrival of the Goods at the port of destination. The Buyer shall have the right to lodge a claim against the Seller or return the Goods if the quantity, specifications, or conditioned weight is not in accordance with an inspection certificate issued by CIQ, or the packing of the Goods is not in conformity with the Contract; except for those damages covered by insurance or the shipping company. The Buyer shall provide the Seller with an inspection certificate, samples of the Goods and a packing slip when the claim is lodged. The Seller shall respond to the Buyer, within 15 days after the Seller receives the claim, the inspection certificate and packing slip. If the claim is accepted by the Seller, the Buyer will pay all expenses incurred by CIQ for inspection. If the Goods are to be returned, the Seller will be liable for all costs associated with such an arrangement.

- 10.2 如果以跟单信用证支付, 卖方必须在装船后七天内以特快专递、传真或电子邮件形式向买方或买方指定的收货人(该收货人已经被预先通知过卖方)递交下列不可转让文件的复印件:
- 10.2.1 提单;
 - 10.2.2 商业发票;
 - 10.2.3 检验证书;
 - 10.2.4 卫生检疫证书;
 - 10.2.5 重量记录单与装箱清单以及
 - 10.2.6 原产地证书。
- 10.3 如以电汇或托收(付款交单D/P、承兑交单D/A)方式支付, 卖方必须向买方提交第十条第一款规定的所有文件。

第十一条 付款方式

- 11.1 付款应该以跟单信用证、托收(付款交单D/P、承兑交单D/A)或电汇的形式进行。具体付款方式以双方确认的成交合同规定为准;
- 11.2 跟单信用证的格式遵守国际商会《跟单信用证统一惯例》最新版本(目前是UPC 600)。

第十二条 检验

- 12.1 双方同意, 如系含脂毛, 装船前货物的品质和公量检验证明书, 由有资格出具IWTO证书的公证检验机构出具。如系洗净毛、精梳短毛、洗净马海毛、炭化毛、羊毛条, 装船前货物的品质和公量检验证明书由买卖双方认可的实验室出具。上述证明书作为卖方向付款银行议付货款单据之一。检测费用由卖方负担。
- 12.2 进口至中国的货物抵达目的港后, 由中国出入境检验检疫局(CIQ)进行复验。如发现品质或公量或包装不符合合同规定或卖方提供的样品时, 除属于保险公司或船方责任外, 买方有权向卖方提出索赔, 或将货退回卖方, 由中国出入境检验检疫局(CIQ)出具证书。在提赔时买方应将复验证明书、有关样品和索赔清单寄交卖方。卖方在接到买方所寄索赔清单和有关证书后, 15天内作出理赔答复。索赔成立时, 卖方须负责中国出入境检验检疫局的复验费用。如发生退货情况, 卖方应负担由此而造成的损失和费用。

- 12.3 Goods which are being exported from China shall be tested by CIQ. In addition, a Certificate of Health shall be provided.
- 12.4 If either party disagrees with the inspection results in the CIQ certificate, they may resolve the issue by taking any of the following measures:
- 12.4.1 Reaching settlement by consultation with the other party; or
- 12.4.2 By submitting an application for re-inspection to China-Australia Joint Working Group on Wool (JWG). Appendix 5 defines the procedures to be followed in the appointment of an Expert Panel to conduct re-inspection, making applications for re-inspection, the conduct of retests and interpretation of the results from retesting and inspection of samples. Members of the Expert Panel shall be impartial, independent and shall not act as advocates for either party. The Panel conducting the re-inspection will include an equal number of experts from China and Australia. The Expert Panel shall complete the re-inspection no later than 60 days from the date of acceptance of the application; unless delays are incurred while waiting for information from one or both parties, retest results or for the receipt of samples. If retesting is conducted, the costs incurred will be borne as follows:
- * They will borne by the party requesting re-inspection, if the differences between the original and retest results are within the appropriate IWTO Maximum Retest Ranges.
 - * They will borne by the other party, if the differences between the original and retest results exceed the appropriate IWTO Maximum Retest Ranges.
 - * The Expert Panel will rule on the distribution of costs, if some differences between the original and retest results are within the appropriate IWTO Maximum Retest Ranges and some exceed the appropriate IWTO Maximum Retest Ranges. The Expert Panel can make recommendations for resolution of the dispute to the parties. If the result of re-inspection is acceptable to the parties, it shall be final and binding.
- If the parties wish to seek arbitration of the dispute, they may not commence arbitration until the re-inspection procedure is completed.
- or
- 12.4.3 By going directly to arbitration.

Article 13 Claims

- 13.1 Any claim(s) relating to greasy wool must be made within 6 months from the date of arrival of the Goods in the port of destination. Any claim(s) relating to wool top, noils, scoured wool, carbonised wool and scoured mohair must be made within 4 months from the date of arrival of Goods in the port of destination.
- 13.2 If a claim and / or test certificate is received within the abovementioned time frame,
- 13.2.1 The Seller shall acknowledge the Buyer's notice within 3 Business Days; and
- 13.2.2 The Seller must respond to the Buyer's claim within 10 Business Days of receipt of the notice and / or the inspection certificate. If the Seller fails to respond within the 10 Business Days period, the claim shall be regarded as having been accepted by the Seller.

- 12.3 从中国出口的货物，出口前由中国出入境检验检疫局（CIQ）进行检验，出具健康证书。
- 12.4 如果任何一方不同意中国出入境检验检疫局（CIQ）的检验结果，该方可采取以下任何措施解决此争议：
- 12.4.1 与另一方协商解决；或者
- 12.4.2 向中国-澳大利亚羊毛联合工作小组（JWG）提出申请复检。附录5中对如何任命专家小组、复检的程序、复检的申请、复检的操作过程以及对复检结果的解释和检测样品均进行了规定。这个专家小组应该保持公正、独立，不代表任何一方利益。专家组将由来自中国和澳大利亚的数量对等的专家组成。该小组应在接受申请日起60日内按照本条款列明的相关检验方法及规定完成重新检验。除非争议各方由于样品提供的延误或者等待复检的结果。如果进行复检，费用的支付将按照以下方面执行：
- 如果复检的结果与最初检测的结果符合国际毛纺织组织（IWTO）相关的“复检允许最大误差范围”，则由提出复检的一方支付；
 - 如果复检的结果与最初检测的结果不符合国际毛纺织组织（IWTO）相关的“复检允许最大误差范围”，则由另一方支付费用；
 - 如果复检的结果与最初检测的结果有一些参数符合国际毛纺织组织（IWTO）相关的“复检允许最大误差范围”，而有一些参数不符合国际毛纺织组织（IWTO）相关的“复检允许最大误差范围”则由专家组决定费用的最终支付的方法。专家组可向双方提出解决争议的建议。如果双方接受重新检验的结果，则该结果将被视为最终结果并且对双方具有约束力。如果争议双方希望采用仲裁的方法解决问题，在该重新检验程序完成之前双方不得开始进行仲裁；或者
- 12.4.3 直接提交仲裁。

第十三条 索赔

- 13.1 含脂毛从船舶抵港卸货之日起六个月内提出；毛条、精梳短毛、洗净毛、炭化毛、洗净马海毛等从船舶抵港卸货之日起四个月内提出；
- 13.2 如在规定的时限内收到索赔通知和/或检验证书：
- 13.2.1 卖方应在3个工作日答复买方已经收到索赔通知；并且
- 13.2.2 卖方在收到买方的索赔通知书和/或检验证书的10个工作日之内必须给予答复。如果卖方未能在此10个工作日内予以答复，则视为卖方已经接受索赔要求。

Article 14 Force Majeure

Either the Buyer or the Seller can apply for the protection via Force Majeure. Neither party shall be held responsible for failure or delay to perform all or any part of this Contract due to flood, fire, earthquake, snowstorm, drought, hailstorm, hurricane or any other events that are beyond the control of the affected party and could not reasonably be expected at the time of the conclusion of this Contract or have been avoided or overcome by such party. However, the party whose performance is affected by the event of Force Majeure shall give a notice to the other party of its occurrence as soon as possible; and shall send a certificate or document of the occurrence of the Force Majeure event issued by the relative authority or an independent third party to the other party not later than 14 days after its occurrence. If the affected party fails to provide such proof, any additional costs incurred will be borne by the affected party.

Article 15 Arbitration

The Buyer and the Seller will use their best endeavours to amicably settle any disputes arising from or in connection with this Contract or its execution through negotiation. If settlement cannot be reached between the Buyer and Seller in matters pursuant to quality, an application for re-inspection may be made to China-Australia Joint Working Group on Wool (JWG) as defined in Article 12.4.2. In the case of matters to do with compliance with the Contract, an application for resolution may also be made to China-Australia Joint Working Group on Wool (JWG). If settlement cannot be reached through arbitration as defined in Article 12.4, the dispute shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) which shall be conducted following its rules and regulations. An award by CIETAC, will be final and binding to both parties. Costs associated with the arbitration shall be borne by the party who failed to win the case, unless there is otherwise prior agreement between the parties.

Article 16 Objectively Matched Lots

It is recommended that Objectively Matched Lots should not be included in consignments.

Article 17 Preliminary Use of this Contract

These Terms and Conditions will be valid for 12 months after signing by the China Wool Textile Association Greasy Wool Special Committee (Nanjing Wool Market) and the Federation of Australian Wool Organisations. A review will be conducted afterwards. Any failure to comply with these Terms and Conditions during this period will be published by the Nanjing Wool Market via its website and weekly magazines or other forms of information platforms; and copied to the Federation of Australian Wool Organisations for circulation to Australian wool buyers and exporters. Requests to have a Buyer or Seller's name published for failing to comply with these Terms and Conditions must be referred to the joint Chairpersons of the Expert Panel for their approval.

Article 18 Miscellaneous

The Seller and Buyer should refer to their signed Contract as the key trading document. If the Buyer and the Seller agree to adopt these Terms and Conditions, a sentence stating: *All other terms and conditions as per the China-Australia Joint Working Group on Wool "General Terms and Conditions Governing the Purchase of Australian Greasy, Scoured and Carbonised Wool, Wool Top and all other Types of Wool Fibres", dated 13 September 2012 must be obeyed.* needs to be included in the Contract.

第十四条 不可抗力

买方和卖方均可请求不可抗力的保护。任何一方因水灾、火灾、地震、暴风雪、旱灾、冰雹、飓风或其他该方当事人无法控制，并在签订本合同时不能合理预见、不可避免或无法克服的事件造成其无法履行或迟延履行全部或部分合同义务，则该方不承担任何责任。但是，履约能力受不可抗力影响的一方应尽快将不可抗力事件的发生通知另一方，并应在事件发生后14天之内向另一方提交由主管部门或某一独立的第三方出具的关于发生不可抗力事件的证明或文件。如该方不能及时向对方提供官方机构证明，由此产生的一切损失应由该方负责。

第十五条 仲裁

执行合同中或与合同有关的任何争执，双方应通过友好协商解决。如双方不能以协商解决时，可以根据本条款中12.4.2之规定向中澳联合羊毛工作小组（JWG）提出复检申请或者直接提交仲裁。如果因为在执行合同中产生争议，争执双方也可以向中澳羊毛工作小组提出帮助解决争端的申请。如果根据本条款12.4之规定不能解决争端的话，将提交中国国际经济贸易仲裁委员会（简称CIETAC），并按该委员会的仲裁程序规定进行仲裁。该仲裁裁决为终局裁决，对双方具有约束力。仲裁费用除双方另有规定外，均由败诉一方负担。

第十六条 客观合并批

建议在采购澳毛时不采用客观合并批的方式。

第十七条 本条款试用期

本条款在中国毛纺织行业协会原毛专业委员会（南京羊毛市场）与澳大利亚羊毛工业组织联合会签署之后将定期（一年）回顾修订；有关涉及本条款修订和执行中发生的违约情况，将在南京羊毛市场杂志、网站等其他相关信息平台公布。在此时间内同时发送给澳大利亚羊毛工业组织联合会并在澳毛的买卖双方进行传阅。任何点名公布的信息必须先征得专家组双方组长的同意。

第十八条 其它

买卖双方应以销售合同为准。如买卖双方同意适用本条款，请在销售合同中列明“All other terms and conditions as per the China-Australia Joint Working Group on Wool "General Terms and Conditions Governing the Purchase of Australian Greasy, Scoured and Carbonised Wool, Wool Top and all other Types of Wool Fibres" dated 13 September 2012 must be obeyed.”(所有其它未尽事宜均需遵守中澳羊毛联

General Terms and Conditions

These Terms and Conditions shall apply in circumstances where disagreement or dispute occurs because the trading Contract is inaccurate, ambiguous or silent. Any clause(s) which is / are not covered by these Terms and Conditions can be established by agreement between the Buyer and the Seller and specified in the Contract. Any agreed alteration or supplement will be regarded as part of the Contract.

Article 19 Language

These Terms and Conditions are written in both Chinese and English. The two languages have equal effect.

Article 20 Date of Effect

These Terms and Conditions are deemed to be effective upon signing this document by the designated Chinese and Australian representatives of China-Australia Joint Working Group on Wool.

Signed by China-Australia Joint Working Group on Wool

Chinese Representative: Print Name

Australian Representative: Print Name

Date of Signing:

中-澳一般交易条款

合工作小组2012年9月13日签署的《购买羊毛、洗净毛、炭化毛、毛条等一般交易条款》。) 本条款适用于合同未载明或不明确的事项所产生不同意见或发生争议的情况。如有未尽事宜,由买卖双方另行磋商和补充。任何修改和补充,应视为本条款的组成部分。

第十九条 语言

本条款以中、英文写成,两种文本具有同等效力。双方签字后,正式生效;

第二十条 有效日期

本条款在签署之后立即生效。

中澳羊毛联合工作小组

中方代表签字:

正楷书写:

中澳羊毛联合工作小组

澳方代表签字:

正楷书写:

签署日期:

**APPENDIX 1
SUITABLE TEST METHODS FOR TESTING WOOL FOR TRADE
BETWEEN CHINA AND AUSTRALIA**

Wool Type	Parameters	IWTO Test Methods
Greasy Wool	Yield and Vegetable Matter Base	IWTO-19
	Fibre Diameter and Coefficient of Variation of Fibre Diameter	IWTO-12 LASERSCAN IWTO-47 OFDA
	Fibre Diameter	IWTO-28 Airflow Meter
	Staple Length and Coefficient of Variation of Staple Length	IWTO-30
	Staple Strength and Position of Break	
	Combined Test Results and Weights	IWTO-31
	Scoured Wool	Moisture Content
Total Fatty Matter		IWTO-10
Yield and Vegetable Matter Base		IWTO-19
Fibre Diameter and Coefficient of Variation of Fibre Diameter		IWTO-12 LASERSCAN IWTO-47 OFDA
Fibre Diameter		IWTO-28 Airflow Meter
Carbonised Wool	Moisture Content	IWTO-33
	Total Fatty Matter	IWTO-10
	Yield and Vegetable Matter Base	IWTO-19
	Fibre Diameter and Coefficient of Variation of Fibre Diameter	IWTO-12 LASERSCAN IWTO-47 OFDA
	Fibre Diameter	IWTO-28 Airflow Meter
Wool Top	Moisture Content	IWTO-33
	Total Fatty Matter	IWTO-10
	Fibre Diameter and Coefficient of Variation of Fibre Diameter	IWTO-12 LASERSCAN IWTO-47 OFDA IWTO-62 OFDA 4000
	Fibre Diameter	IWTO-28 Airflow Meter
	Fibre Length and Coefficient of Variation of Fibre Length	IWTO-17 Almeter Draft TM-1 Comb Sorter IWTO-62 OFDA 4000
	Colour	IWTO-35
	Evenness	IWTO-18
	As agreed between the Buyer and Seller and specified in the Contract	As agreed between the Buyer and Seller and specified in the Contract
Noils	Moisture Content	IWTO-33
Shoddy	Moisture Content	IWTO-33
All Other Wool Types	As agreed between the Buyer and Seller and specified in the Contract	As agreed between the Buyer and Seller and specified in the Contract

Note: The most recent version of the various IWTO Test Methods shall be used at all times.

**附表1
中澳羊毛贸易之间适用的羊毛检测方法**

羊毛类别	检测参数	检测方法	
含脂毛	洗净率与草杂含量	IWTO-19	
	纤维细度与细度离散	IWTO-12 激光细度仪 IWTO-47 OFDA	
	纤维细度	IWTO-28 气流仪	
	毛丛长度与长度离散	IWTO-30	
	毛丛强度与扯断部位		
	重量与检测的合并结果	IWTO-31	
洗净毛	含潮	IWTO-33	
	全部油脂含量	IWTO-10	
	洗净率与草杂含量	IWTO-19	
	纤维细度与细度离散	IWTO-12 激光细度仪 IWTO-47 OFDA	
炭化毛	纤维细度	IWTO-28 气流仪	
	含潮	IWTO-33	
	全部油脂含量	IWTO-10	
	洗净率与草杂含量	IWTO-19	
	纤维细度与细度离散	IWTO-12 激光细度仪 IWTO-47 OFDA	
毛条	纤维细度	IWTO-28 气流仪	
	含潮	IWTO-33	
	全部油脂含量	IWTO-10	
	纤维细度与细度离散	IWTO-12 激光细度仪 IWTO-47 OFDA IWTO-62 OFDA 4000	
	纤维细度	IWTO-28 气流仪	
	纤维长度	IWTO-17 阿尔米特仪 Draft TM-1 梳片仪 IWTO-62 OFDA 4000	
	颜色	IWTO-35	
	条干均匀度	IWTO-18	
	精短毛	含潮	IWTO-33
	废毛	含潮	IWTO-33
所有其他类型羊毛	由合同双方同意的参数并在合同中标明	由合同双方同意的检测方法并在合同中标明	

注：使用IWTO最新的有关各种检测的规定

**APPENDIX 2
IWTO REGULATIONS**

Wool Type	Appropriate IWTO Regulations
Greasy Wool	IWTO Core Test Regulations
	IWTO Staple Test Regulations
	IWTO Colour Test Regulations for Raw Wool
Scoured Wool	IWTO Condition Testing Regulations for Scoured or Carbonised Wool
Carbonised Wool	IWTO Condition Testing Regulations for Scoured or Carbonised Wool
Wool Top	IWTO Condition Testing Regulations for Wool Tops
	IWTO Sliver Test Regulations

Note: The most recent version of the various IWTO Regulations shall be used at all times.

**附表2
国际毛纺织组织 (IWTO) 的规定**

羊毛类别	对应的IWTO检测规则
含脂毛	IWTO 结芯检测规定
	IWTO 毛丛检测规定
	IWTO 含脂毛颜色检测规定
洗净毛	IWTO 洗净毛与炭化毛公定回潮检测规定
炭化毛	IWTO 洗净毛与炭化毛公定回潮检测规定
毛条	IWTO 毛条公定回潮检测规定
	IWTO 条子检测规定

注：使用 IWTO 最新的有关各种检测的规定

APPENDIX 3

The following Table is a Guide for those who still use Wool Types for purchasing Australian wool. They should refer to the following table (except when specified in the Contract).

REFERENCE TABLE FOR CONSIGNMENTS OF AUSTRALIAN FLEECE WOOL (Farm Lots)

Fleece Wool FNF	Maximum average Micron Max in any Lot	Minimum average Staple Length (mm) Min and Max in any Lot	Minimum average Staple Strength (N/Kt) Min in any Lot	Maximum average Mid Breaks (%)	Maximum average VM(%) Max in any Lot	Minimum average Scouring Yield(%)
T54PPPPP	14.5 (+/-0.5)	76 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PPPP	15.5 (+/-0.5)	80 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PPP	16.5 (+/-0.5)	82 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PP	17.5 (+/-0.5)	83 (65-100)	31 (20)	55	1.0 (2.4)	68
T54P	18.5 (+/-0.5)	84 (68-100)	31 (20)	55	1.0 (2.4)	68
T54	19.5 (+/-0.5)	86 (70-105)	31 (21)	55	1.0 (2.4)	68
T54A	20.0 (+/-0.5)	87 (70-105)	31 (21)	55	1.0 (2.4)	68
T55	21.0 (+/-0.8)	88 (70-106)	31 (21)	55	1.0 (2.4)	68
T56	22.6 (+/-0.8)	90 (72-115)	31 (21)	55	1.0 (2.4)	68
T58	24.1 (+/-1.0)	92 (75-115)	31 (21)	55	1.0 (2.4)	68
T59	25.5 (+/-1.0)	4 in av up			1.0 (2.4)	68
T423	26.8 (+/-1.0)	4 in av up			1.0 (2.4)	68
T423A	27.5 (+/-1.0)	4 in av up			1.0 (2.4)	68
T424	28.8 (+/-1.0)	4.5 in av up			1.0 (2.4)	68
T424A	29.5 30.0 30.5 31.0 31.5 (+/-1.0)	4.5 in av up			1.0 (2.4)	68
T425	32.2 (+/-1.2)	4.5 in av up			1.0 (2.4)	68
T425A	33.7 (+/-1.2)	4.5 in av up			1.0 (2.4)	68
T426	37.0 (+/-1.5)	4.5 in av up			1.0 (2.4)	68

Note: If the Staple Strength for any component lot is less than 24 N/Kt, the percentage Mid Breaks for this lot should not be greater than 60%.

附表3

对于依然习惯型号买卖澳大利亚羊毛的贸易双方，参考如下对照表（除非合同另有规定）

澳大利亚牧场批型号参考表

型号套毛 FNF	平均最大细度 μm/每批细度上限	平均最短毛丛长度 mm/每批长度范围	平均最小毛丛强力 N/Kt/每批最小强力	平均最大中部断裂 (%)	平均最大草杂 VM%/每批最大草杂	平均最小洗净率 (%)
T54PPPPP	14.5 (+/-0.5)	76 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PPPP	15.5 (+/-0.5)	80 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PPP	16.5 (+/-0.5)	82 (65-100)	31 (20)	55	1.0 (2.4)	68
T54PP	17.5 (+/-0.5)	83 (65-100)	31 (20)	55	1.0 (2.4)	68
T54P	18.5 (+/-0.5)	84 (68-100)	31 (20)	55	1.0 (2.4)	68
T54	19.5 (+/-0.5)	86 (70-105)	31 (21)	55	1.0 (2.4)	68
T54A	20.0 (+/-0.5)	87 (70-105)	31 (21)	55	1.0 (2.4)	68
T55	21.0 (+/-0.8)	88 (70-106)	31 (21)	55	1.0 (2.4)	68
T56	22.6 (+/-0.8)	90 (72-115)	31 (21)	55	1.0 (2.4)	68
T58	24.1 (+/-1.0)	92 (75-115)	31 (21)	55	1.0 (2.4)	68
T59	25.5 (+/-1.0)	4 in av up			1.0 (2.4)	68
T423	26.8 (+/-1.0)	4 in av up			1.0 (2.4)	68
T423A	27.5 (+/-1.0)	4 in av up			1.0 (2.4)	68
T424	28.8 (+/-1.0)	4.5 in av up			1.0 (2.4)	68
T424A	29.5 30.0 30.5 31.0 31.5 (+/-1.0)	4.5 in av up			1.0 (2.4)	68
T425	32.2 (+/-1.2)	4.5 in av up			1.0 (2.4)	68
T425A	33.7 (+/-1.2)	4.5 in av up			1.0 (2.4)	68
T426	37.0 (+/-1.5)	4.5 in av up			1.0 (2.4)	68

注：如果单批毛丛强力低于24牛顿/千特，中部断裂不高于60%

**APPENDIX 4
IWTO WOOL LOT DEFINITIONS**

The IWTO Core Test Regulations includes definitions of wool types; and defines the Test Certificate Number Suffixes that are used to identify each wool type.
The requirements for Australian wool are:

Test Number Suffix	Wool Type
P	Classed Grower Lot: The wool must: * Be from a single farm * Be from one clip * Be classed by an AWEX registered wool classer * Meet the clip preparation requirements of the AWEX Code of Practice
D	Other Grower Lot: The wool must: * Be from a single farm * Be from one clip The wool: * May be classed by a wool classer who is not an AWEX registered wool classer; and / or; * Does not meet the clip preparation requirements of the AWEX Code of Practice
Q	Classed Bulk Classed Lot (Quality Managed): The Lot comprises blended wool from various sources. The wool must: * Be classed in an AWEX registered Classing House * Meet the clip preparation requirements of the AWEX Code of Practice
B	Other Bulk Classed Lot: The Lot comprises blended wool from various sources. The wool: * May be classed in a Classing House that is not an AWEX registered Classing House; and / or; * Does not meet the clip preparation requirements of the AWEX Code of Practice
I	Interlot: A lot of raw wool comprised of bales from two, or more, lots of Classed Grower Lots that are matched before testing. The wool is normally from different clips. Bales of Bulk Classed Lots cannot be included.

**附表4
国际毛纺织组织 (IWTO) 对羊毛整理的定义**

国际毛纺织组织的钻芯检测规定中包括了对羊毛整理的定义以及如何通过检测证书号后缀字母识别各自不同的羊毛批整理的结果。
对于澳大利亚羊毛, 定义如下:

后缀字母	羊毛类型
P	经过分级的牧场批: 羊毛必须是: * 来自于同一牧场 * 来自于同一羊群 * 由具备AWEX注册资格的分级员分级 * 符合AWEX所规定的分级标准
D	其它牧场批: 羊毛必须是: * 来自于同一牧场 * 来自于同一羊群 羊毛: * 可能是由不具备AWEX注册资格的分级员分级; * 不符合AWEX所规定的分级标准
Q	经过分级的合级毛 (具有质量管理): 合级毛批中的羊毛来自于不同的途径。 羊毛必须是: * 由具备AWEX注册资格的分级员分级 * 符合AWEX所规定的分级标准
B	其它合级毛: 合级毛批中的羊毛来自于不同的途径。 羊毛可以是: * 由不具备AWEX注册资格的分级员分级 * 不符合AWEX所规定的分级标准
I	主观合批毛: 一个销售批当中拥有符合牧场批分级规定的来自于两个或者两个以上牧场的毛包。并且在没有检测之前通过主观对照合在一起。此类羊毛通常来自于不同的羊群。此类合批毛中不允许加入合级羊毛包。

APPENDIX 5
RULES AND REGULATIONS FOR RE-INSPECTION

A5.1 Appointment of the Expert Panel

Re-inspections will be conducted by Members selected from a Panel of Chinese and Australian wool industry experts.

The China Wool Textile Association Greasy Wool Special Committee - Nanjing Wool Market (NWM) and the Federation of Australia Wool Organisations (FAWO) will each nominate up to six suitable people for inclusion on the Expert Panel.

The NWM General Manager and the FAWO Chairperson, or their nominated Deputy, will be Joint Chairpersons of the Expert Panel.

Membership of the Panel will be reviewed no later than every three years; or when a vacancy occurs.

A copy of the names of the Panel Members will be held by NWM and by FAWO.

A5.2 Secretarial Location for Re-Inspection

The secretarial location for the receipt and sending of correspondence related to re-inspections will be in the country of the Seller. All inward and outward correspondence related to a re-inspection shall be immediately copied to the nominated organisation in the country of the Buyer.

The country of the Seller will appoint a Secretary for the receipt and forwarding of correspondence; and will advise the country of the Buyer of the Secretary's name and contact details.

The Secretary has no authority to make decisions related to re-inspections. All such decisions are made either by the Joint Chairpersons or by the Expert Panel.

NOTE. If a dispute referred to the China-Australia Joint Working Group cannot be resolved by the re-inspection procedures; and arbitration is initiated by either the Buyer or the Seller, such Arbitration will be conducted in the location named in the CIETAC Rules and Regulations.

A5.3 Request for Re-Inspection

All requests for re-inspection shall be made in writing to the China-Australia Joint Working Group. Requests for re-inspections will be passed to the Secretary who will ensure that a copy is given to the Joint Chairpersons.

The Joint Chairpersons will rule whether a request for re-inspection can be accepted within ten days of receipt of the request; and will ask the Secretary to inform the Buyer and Seller of their ruling.

A5.4 Appointment of Members of the Expert Panel to Conduct Re-Inspections

When a request for re-inspection is accepted, each Joint Chairperson will nominate three people from the Expert Panel to conduct the re-inspection. This shall be done within ten days of acceptance of the request for re-inspection.

Ideally, the Joint Chairpersons of the Expert Panel will be one of the three nominations from each organisation. If both are available, they will be Joint Chairpersons for the conduct of the re-inspection. If it is not possible for one, or both, of the Joint Chairpersons to be a member of the selected expert group, he, or she, will appoint a Deputy who will be a Joint Chairperson for the conduct of the re-inspection.

The Secretary will advise the Buyer and Seller of the nominated persons from the Expert Panel and seek their acceptance of the nominations.

附表5
复检规则

A5.1 专家小组的任命

复检的工作将由中方与澳方的羊毛工业专家组中选择成员负责。

中国毛纺织行业协会原毛专业委员会（南京羊毛市场）（NWM）以及澳大利亚羊毛工业联合会（FAWO）将从各自的行业中个选择6位专业人士作为专家组人选。

中国毛纺织行业协会原毛专业委员会主任与澳大利亚羊毛工业联合会主席或者由该两人指定的代表作为专家组的联合组长。

专家组成员将在不超过3年期内进行回顾与调整，或者在任期内出现空缺时进行增选。

专家组成员的名单将由中国毛纺织行业协会原毛专业委员会（南京羊毛市场）与澳大利亚羊毛工业联合会共同保存。

A5.2 负责复检工作的秘书处所在地

作为收取和发送有关复检工作资料以及起着通讯联络作用的秘书处将设在销售国一方。

所有有关复检工作的往来文件将由该秘书处负责及时传递给采购国内相关的机构。

销售国将任命具有联络功能的秘书处并将该秘书处的名称以及联络细节通知给采购国的负责机构。

该秘书处对复检的工作不具有任何作决策的权利。所有有关复检工作的决策将或者由联合小组或者由专家组作出。

注：如果提交给中澳工作小组的有关争议在复检之后得不到解决，并且争议双方开始进行仲裁程序，此时有关的仲裁地点和程序将根据中国国际经济贸易仲裁委员会（CIETAC）的有关规定执行。

A5.3 复检申请程序

所有有关复检的要求均必须以书面形式提交中澳羊毛工作小组。有关的书面申请将提交给指定的秘书处并由秘书处确保发送给双方的联合组长。

双方的联合组长在收到复检申请之后的10天内作出是否接受申请的决定并由秘书处通知所涉及的各方有关的决定。

A5.4 从专家名单中任命参与复检工作的人员

一旦有关复检的申请被接受之后，联合组长将从各自的国家专家中任命3名人员负责相关的复检工作。任命工作应该在接受复检申请之后的10天完成。

一般情况下，联合组长应该是各自国家专家小组参与该具体复检工作的成员之一并且亲自参与复检的工作。一旦一方或各自的组长不能参加有关的复检工作，该组长应该任命一个代理组长，并由该代理组长或双方的联合代理组长组织有关的复检工作。

秘书处将及时通知买卖双方有关处理复检工作的专家组人选决定，并且寻求当事双方是否

If the Buyer or Seller objects to a nominated person they must indicate their objections in writing to the Secretary within ten days of receipt of the names of the nominated persons. The Joint Chairpersons will consider the objections. They will ask the Secretary to advise the party making the objection whether it is ruled to be valid, or not valid, within ten days of the receipt of the objection.

If the objection is ruled to be valid, a replacement will be appointed from the remaining Members of the Panel from the same country.

A5.5 Meeting Procedures

Meetings of the Expert Panel will be conducted by telephone, or preferably by Skype, to minimise costs.

If conducted by Skype, the Secretary shall initiate all calls.

If conducted by telephone, NWM and FAWO shall initiate alternate calls to share the costs between both countries.

A5.6 Retesting

If retesting is to take place, the retesting will be conducted in a laboratory agreed to by the Buyer and Seller.

The procedures followed shall be in accordance with the Clauses and Tables that refer to retesting and to the application of Maximum Retest Ranges in the appropriate volume of the IWTO Regulations (see Appendix 2).

Duplicate core, and / or grab samples, are taken for possible retesting by two separate laboratories.

When more than one IWTO Method, or acceptable instrument, is available for the determination of test results, the retest must be conducted in accordance with the same IWTO Test Method and the same instrument used for the determination of the original test result(s).

A5.7 Inspection of Samples

If inspection of samples is required, it may occur in one of the following ways:

A5.7.1 If the samples are available in both China and Australia, samples held in China are to be made available to NWM and samples held in Australia are to be made available to FAWO.

A5.7.2 If samples are only available in China, they are to be made available to NWM.

A5.7.2.1 If the NWM members of the Expert Panel rule that the samples match the specifications documented in the Contract, they will advise the Secretary, who will advise the FAWO Members of the Expert Panel.

A5.7.2.2 If the NWM members of the Expert Panel rule that the samples do not match the specifications documented in the Contract, they will provide their reasons to the Secretary, who will advise the FAWO Members of the Expert Panel.

接受对这一任命的决定。

如果当事一方或双方不接受参加复检工作的专家小组成员，必须在收到专家小组名单之后的10日之内通过书面形式向秘书处提交。双方的联合组长将加以考虑并且在收到书面拒绝10日之内通过秘书处通知拒绝的一方是否接受其提出的拒绝理由。

如果拒绝的理由成立，将从相关的国家专家小组名单中选择替补人员参加有关的复检工作。

A5.5 会议程序

为了减少费用，参加复检工作的专家小组成员之间一般通过电话或Skype进行日常的通讯联络。

如果是通过Skype进行会议，则由秘书处负责进行会议前的联络和准备工作。

如果是通过电话进行会议，中国毛纺织行业协会原毛专业委员会（南京羊毛市场）与澳大利亚羊毛工业联合会将轮流进行会议安排以便分担有关的通讯费用。

A5.6 重新检测

如果需要重新检测，该检测工作将在双方认可的第三方实验室进行。

有关重新检测的有关方法和可接受的检测设备将根据国际毛纺织组织（IWTO）的相关规定加以执行（参见附表2）。重新检测的结果将根据IWTO的“重新检测最大允许误差”相关规定加以出具。

当多于一个IWTO检测方法发生时，或多种可接受的检测设备同时出现时，重新检测所使用的方法和设备必须按照IWTO的有关规定与原始检测的方法和使用设备一致。

A5.7 查验样品

如果需要样品进行查验时，必须保证按照以下的方法加以执行：

A5.7.1 如果样品同时存在于中国和澳大利亚，中国的样品必须提交给中国毛纺织行业协会原毛专业委员会（南京羊毛市场）。澳大利亚的样品必须提交给澳大利亚羊毛工业联合会。

A5.7.2 如果样品只存在于中国，则该样品必须提交给中国毛纺织行业协会原毛专业委员会（南京羊毛市场）。

A5.7.2.1 如果中方任命的专家小组成员认为所获取的样品与合同中相关的技术指标相符，该评估结果将通知秘书处并且通过秘书处通报澳方的专家组成员。

A5.7.2.2 如果中方任命的专家小组成员认为所获取的样品与合同中相关的技术指标不相符，该评估结果将通知秘书处并陈述理由。秘书处将通报澳方的专家组成员。

A5.7.2.3 The FAWO Members of the Panel may:

- * accept the ruling by the NWM Members; or
- * arrange for a Chinese based nominee to inspect the samples; or
- * arrange for an Australian expert living in, or visiting, China to inspect the samples; or
- * request that the samples be sent to Australia for inspection. If so, it will be necessary to comply with Australian customs and quarantine laws.

A5.7.3 If samples are only available in Australia, they are to be made available to FAWO.

A5.7.3.1 If the FAWO members of the Expert Panel rule that the samples match the specifications documented in the Contract, they will advise the Secretary, who will advise the NWM Members of the Expert Panel.

A5.7.3.2 If the FAWO members of the Expert Panel rule that the samples do not match the specifications documented in the Contract, they will provide their reasons to the Secretary, who will advise the NWM Members of the Expert Panel.

A5.7.2.3 The NWM Members of the Panel may:

- * accept the ruling by the FAWO Members; or
- * arrange for an Australian based nominee to inspect the samples; or
- * arrange for a Chinese expert living in, or visiting, Australia to inspect the samples; or
- * request that the samples be sent to China for inspection. If so, it will be necessary to comply with Chinese customs and quarantine laws.

A5.7.2.3 澳大利亚羊毛工业联合会的有关专家组成员将按照以下方法执行:

- * 接受中国毛纺织行业协会原毛专业委员会（南京羊毛市场）专家组的评估结果；或
- * 安排在中国的有关人员对样品进行评估；或
- * 安排居住或到访中国境内的澳洲专家前往有关单位并查验样品；或
- * 要求将样品发送至澳大利亚进行查验。如果出现这一情况，样品的发送应该符合澳大利亚海关与检疫部门的有关规定。

A5.7.3 如果样品只存在于澳大利亚，则该样品必须提交给澳大利亚羊毛工业组织联合会。

A5.7.3.1 如果澳方任命的专家小组成员认为所获取的样品与合同中相关的技术指标相符，该评估结果将通知秘书处并且通过秘书处通报中方的专家组成员。

A5.7.3.2 如果澳方任命的专家小组成员认为所获取的样品与合同中相关的技术指标不相符，该评估结果将通知秘书处并陈述理由。秘书处将通报中方的专家组成员。

A5.7.2.3 中国毛纺织行业协会原毛专业委员会（南京羊毛市场）的有关专家组成员将按照以下方法执行:

- * 接受澳方专家组的评估结果；或
- * 安排在澳大利亚的有关人员对样品进行评估；或
- * 安排居住或到访澳大利亚境内的中国专家前往有关单位并查验样品；或
- * 要求将样品发送至中国进行查验。如果出现这一情况，样品的发送应该符合中国海关与检疫部门的有关规定。

**APPENDIX 6
DEFINITION OF VEGETABLE MATTER**

Vegetable Matter Types			
Vegetable Matter Type		Mean of the Combined Lot Less Than	Maximum for any Farm Lot Less Than
F	Practically Free	0.50%	0.70%
FNF	Free or nearly Free	1.00%	1.80%
LB	Light B Fault	2.00%	3.00%
B	B Fault	3.00%	4.50%
C	C Fault	5.00%	7.00%

**附表6
草杂的定义**

中国对草杂含量的定义			
草杂类型		合并批平均含量小于	单一牧场批最大含量小于
F	视为不含草杂	0.50%	0.70%
FNF	基本不含草杂	1.00%	1.80%
LB	轻微B类瑕疵	2.00%	3.00%
B	B类瑕疵	3.00%	4.50%
C	C类瑕疵	5.00%	7.00%

