



预售协议 Presale Agreement

Party A (甲方): WINE EXCHANGE SHANGHAI

ADDRESS(地址): Unit A, 15 F, Times Square,
500 Zhangyang Road,
Pudong New Area,
200122 Shanghai, China.

TEL (电话): 0086 (21) 5830 2568

FAX (传真): 0086 (21) 5830 2590

Party B (乙方) Domaine AF GROS

ADDRESS(地址): 5 Grande Rue- 21630 Pommard - France

TEL (电话): +33 3 80 22 61 85

FAX (传真): +33 3 80 24 03 16

1. This agreement is made by and between Party A and Party B; whereby Party B agrees to authorize Party A the right to presell Party B's goods on Party A's platform.

兹经甲乙双方协商一致，乙方同意授权甲方在甲方平台上预售乙方的货物。

2. Before each presale, Party A informs Party B the exact quantity of each goods to be reserved for presale and the period of retention. Upon confirmation of Party B, Party A starts to presell the reserved goods.

每次预售之前，甲方告知乙方需保留用于预售的每款货物的具体数量和保留时间。乙方确认之后，甲方开始预售所保留的货物。

3. During the period of retention, Party B can't sell the reserved goods to any third party.

保留期间，乙方不能将所保留货物出售给任何第三方。

4. After the retention period, Party A will inform Party B the actual purchasing quantity based on the presale result. Party A agree to respect Party's B sales conditions in its formal Purchase Contract. The formal Purchase Contract will be signed with Party B by Party A's wholly-owned subsidiary company "Wine and



Jewellery International Trading Shanghai” which will deal with the trading process regarding the importation and customs clearance.

保留期结束,甲方根据预售结果告知乙方实际采购数量。**甲方在采购合同中须遵守乙方销售条件。**

甲方的全资子公司“上海酒石国际贸易有限公司”与乙方签署正式采购合同,并开展进口与清关的贸易业务。

5. Arbitration: All disputes in connection with this Agreement or the execution thereof shall be settled through friendly negotiation. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to China International Economic and Trade Arbitration Commission (CIETAC), Shanghai Commission, in accordance with International laws and international practices when applying its Rules of Procedure. The arbitration shall take place in Shanghai. The award rendered by the said Commission shall be final and binding upon both parties, the arbitration fee shall be borne by the losing party.

仲裁：在履行协议的过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际经济贸易仲裁委员会上海分会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉方负担。

6. The Agreement is concluded in Chinese and English with equal authentic.

本协议以中英文书就，两种文本具有同等法律效力。

7. This Agreement should come into effect as of the date when it is signed by both parties.

本协议买卖双方签署之日起生效。

Party A (甲方)

WINE EXCHANGE SHANGHAI

Signature / Stamp

Signing Date

Party B (乙方)

Signature/Stamp

Signing Date

DOMAINE A.F. GROS
Adresse : LA GARELLE
Grande Rue
21630 POMMARD
Tel : 03 80 22 61 85 - Fax : 03 80 84 08 18

22/3/2016