



合同  
CONTRACT

Contract No. (合同号): WINEXSH0000277

Date (日期): Monday, May 29, 2017

**The Seller (卖方): La SARL Caroline PARENT & Associes on behalf of Domaine AF GROS**

ADDRESS(地址): Domaine AF GROS  
16 RUE PIERRE JOIGNEAUX  
21200 BEAUNE - FRANCE

TEL (电话): 336 61 17 95 32

**The Buyer (买方): Wine and Jewellery International Trading Shanghai (上海酒石国际贸易有限公司)**

ADDRESS(地址): 2433 Middle Yang Gao Road, Building B  
Pudong New Area, 200122 Shanghai, China.

TEL (电话): 0086 (21) 5830 2568

FAX (传真): 0086 (21) 5830 2590

This Contract is made by and between the Buyer and the Seller; whereby the Buyer agree to buy and the Seller agree to sell the undermentioned goods on the terms and conditions stated below:

兹经买卖双方同意, 由买方购进, 卖方出售下列货物, 并按下列条款签订本合同:

**(1) Description of goods (货物详情)**

Description 名称	Vintage 年份	Volume 容量	Bottles 瓶数	Packing 包装	Unit Price (EUR) 单价 (欧元)	Amount(EUR) 总价 (欧元)
AF GROS/POMMARD 1ER CRU LES PEZEROLLES 2016	2016	1.5 L	12	12 owc*1	€ 120.00	€ 1,440.00
AF GROS/VOSNE ROMANEE AUX REAS 2016	2016	1.5L	6	6 owc*1	€ 100.00	€ 600.00
AF GROS/ECHEZEAUX GRAND CRU 2016	2016	750 ML	24	4* occ*6	€ 145.00	€ 3,480.00
AF GROS/RICHEBOURG GRAND CRU 2016	2016	750 ML	24	4*occ*6	€ 332.00	€ 7,968.00
AF GROS/BEAUNE 1ER CRU LES BOUCHEROTTES 2016	2016	750 ML	30	5*occ*6	€ 32.00	€ 960.00
AF GROS/POMMARD 1ER CRU LES PEZEROLLES 2016	2016	750 ML	30	5*occ*6	€ 50.00	€ 1,500.00
AF GROS/SAVIGNY 1ER CRU LE CLOS DES GUETTES 2016	2016	750 ML	30	5*occ*6	€ 28.50	€ 855.00

**SARL CAROLINE PARENT  
& ASSOCIES**  
10 B rue des Naigeons  
21200 BEAUNE - FRANCE  
RCS DIJON 493 856 595  
Accise FR 007 859 E 0850



AF GROS/VOSNE ROMANEE AUX REAS 2016	2016	750 ML	60	10*occ*6	€ 40.00	€ 2,400.00
AF GROS/VOSNE ROMANEE CLOS DE LA FONTAINE MONOPOLE 2016	2016	750 ML	102	17*occ*6	€ 40.00	€ 4,080.00
AF GROS/CHAMBOLLE MUSIGNY 2016	2016	750 ML	30	5*occ*6	€ 47.50	€ 1,425.00
<b>SUBTOTAL Grand Cru</b>			<b>330 bottles + 18 magnums</b>	<b>18*OWC*1 + 55*OCC*6</b>		<b>€ 11,448.00</b>
<b>SUBTOTAL 1er cru + Village</b>						<b>€ 13,260.00</b>
<b>TOTAL TO PAY (EUR)</b>						<b>€ 24,708.00</b>

(2) Country of Origin (原产国): France

(3) INCOTERM (贸易术语): EXW

(4) Shipping marks (运输指示):  
As per Buyer's instruction 按买方要求

(5) Port of loading (装运港): any port of France  
Port of destination (目的港): Shanghai

(6) Pick-up Date (提货日期):  
Upon reception of the full payment and no later than **June 30th, 2018**  
Shipment Date(装运日期):  
No later than **December 31<sup>st</sup> 2018**

(7) Payment (付款):

Terms of payment: Telegraphic Transfer (TT) 付款方式: 电汇
Payment Terms: After reception of <b>Bank Guarantee Original</b> by the Buyer 100% before collection and no later than August 31 <sup>st</sup> , 2017 付款期限: 在买方收到银行保函原件后, 100% 预付且不晚于 2017 年 7 月 31 日
<b>Bank information of the seller (卖方银行信息):</b>
Beneficiary's Name (开户名): SARL CAROLINE PARENT ET ASSOCIES
Beneficiary's Bank (银行名称): CREDIT AGRICOLE CHAMPAGNE BOURGOGNE BEAUNE CENTRE
Bank Address (银行地址): BEAUNE CENTRE
IBAN (国际银行账号): FR76 1100 6210 0452 1067 7907 439
BIC/SWIFT Code (银行代码): AGRIFRPP810

(8) The shipping documents required (所需装运单据):

1. Invoice 原始发票
2. Packing List 箱单

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3. COO 原产地证
4. Sanitary Certificate 卫生证明
5. Analysis Certificate 分析单
6. Wooden Cases&Pallets Certificate 木制包装证明
7. Bottling Certificate (Bottling date : dd/mm/yyyy) 装瓶证明
8. Sales authorization issued by the Seller 销售授权书

The full set of the above-mentioned original documents shall be handed over to the buyer within 5 days after the collection date.

卖方需在提货日后的5日内将上述所涉全套原件单据提供给买方。

**(9) Guarantee of Quality:** The seller shall guarantee that the goods correspond in all respects with the quality, specifications and performance as stipulated in this contract.

质量保证：卖方保证交运货物数量、分析证明、质量和参数符合合同要求，并按照合同装运包装。

**(10) Letter of Bank Guarantee:** in 1 original issued by French Bank before Buyer T/T the payment; The costs of the Bank Guarantee will be covered by the Seller. If buyer doesn't receive the goods before the agreed date, Bank will repay the total amount to Buyer. The Bank Guarantee Original shall be handed over to the buyer before **July 10<sup>th</sup>, 2017.**

银行保函：在买方电汇货款前，由法国银行对本合同开具银行保函原件一份。开具银行保函所产生的费用由卖方承担。如果买方在规定提货日期前未能从卖方处提货，银行将赔付买方全数等值货款。银行保函原件需在**2017年7月10日**前提供给买方。

**(11) Transfer of Possession and Risks:** The possession of the Products shall be transferred to the Buyer as soon as the total amount of this Contract has been paid to the Seller. The transfer of risks in the Products shall occur as they are handed over to the transporter by the Seller.

所有权与风险转移：自买方支付完毕货物全部总价后，货物所有权转由买方所有；自卖方将货物交付承运人后，货物风险转由买方承担。

**(12) Force Majeure:** In case of Force Majeure, the Seller shall not be held responsible for delay in delivery or non-delivery of the goods but shall notify immediately the Buyer by fax and deliver to the Buyer by registered mail a certificate issued by government authorities or chamber of commerce as evidence thereof. If the shipment is delayed over one month as the consequence of the said Force Majeure, the Buyer shall have the right to cancel this Contract. Seller inability in obtaining export license shall not be considered as Force Majeure.

不可抗力：由于人力不可抗拒事故，使卖方不能在合同规定限期内交货或者不能交货，卖方不负责任。但卖方必须立即以传真通知买方，并以挂号函向买方提出有关政府或者商会所出具的证明，以证明事故的存在。由于人力不可抗拒事故致使交货延期一个月以上时，买方有权撤销合同，卖方不能取得出口许可证不得作为不可抗力。

**(13) Arbitration:** All disputes in connection with this Contract 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。

**(14)** The Contract is concluded in Chinese and English with equal authenticity.

本合同以中英文书就，两种文本具有同等法律效力。

**(15)** Drafted in **four** copies, this contract should come into effect as of the day when it is signed by both parties.

本合同一式四份，买卖双方签字生效。

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**THE SELLER (卖方)**

Saul Caroline PARENT et  
Associés

**THE BUYER (买方)**

**Wine and Jewellery International Trading Shanghai**

**Signature / Stamp**

  
CAROLINE PARENT  
& ASSOCIES  
10 Rue des Naigeons  
21200 BEAUNE - FRANCE  
RCS LONDON 493 856 595  
SIRET: FR 007 859 8 0950

**Signature/Stamp**

**Signing Date**

29/05/2017

**Signing Date**