

SUPPLY CONTRACT

供货合同

Contract No./合同编号:20180907-01

Date: 2018/ 09/07

The Supplier/卖方 SAS MAISON PARENT GROS

Address/地址:1 Place de l'Europe 21630 POMMARD - FRANCE

TEL/电话: + 33 3 80 22 61 85

The Buyer: CHENGDU FINE WEST INT'L TRADE CO.,LTD ("Party B")

Address: BLOCK23, INTERNATIONAL CONVENTION AND EXHIBITION CENTER, NO.177 TIANFU AVE, HIGH-TECH DIST., CHENGDU, CHINA

TEL/电话: 0086 28 85980909

FAX/传真: 0086 28 85980909

买方: 成都优自西方国际贸易有限公司 ("乙方")

地址: 中国成都高新区天府大道国际会展中心 23-1-1 号

This Contract is made by and between the Buyer and Supplier; whereby the Buyer agree to buy and the Supplier agrees to sell the under-mentioned products on the terms and conditions stated below:

本协议中的各项条款由买卖双方协商后自愿签订:

1. Term

The initial term of the Contract shall be 1 year, Effective from the date of signature and seal of both parties.

On the Expiration Date, the Term shall automatically renew for an additional term of 1 year, unless either Party notifies the other Party of its decision not to renew this Contract through a written notice signed by its authorized representative and delivered to the other Party at least sixty (60) days prior to the Expiration Date.

合同期限:

本合同初始期限为 1 年, 于双方签字盖章之日起生效。

于本合同的期满日, 本合同期限将自动续展 1 年, 除非一方在合同期满日之前至少六十天向另一方递交经其授权代表签署的书面通知, 通知另一方该方决定不再续约。

2. Name of commodity/Price:

In the term of validity of the contract, all products and prices under this contract shall be refer to the purchase order and proforma invoice signed by both parties.

货物描述及价格:

在合同有效期内, 所有本合同下的货物及价格以双方签字生效的报价单及形式发票为准。

3. Country of Origin and Exporter: France

产地和出口商: 法国

4. **Packing:** The Supplier shall have the Contract products packed strongly and shall take measures to protect the Contract products from moisture, shock and rough handling, etc., so as to withstand numerous handling, loading and unloading during the long-distance sea and inland transportation, and guarantee safe and good conditions of the products in all times before pick up by the forwarder. The Supplier shall be liable for any damages, losses arising from non-compliance with packaging specification.

包装: 卖方需对合同中的货物进行严格包装: 防潮、防震、抵挡运输过程中的重度、多次装卸操作等。在货物代理提货前确保货物存放的安全性和适当性。因包装不符合规定造成货物损坏、灭失的责任由供方承担。

5. **Delivery Terms:** EXW , the supplier sells the products ex- cellar from Beaune, France.

交货条件: 库房交货, 上海保税仓报关

6. **Time of collection:** 21 days of working time after the date of funds reception by the Supplier. (except closing period)

出口国提货时间：卖方收到货款后的5个工作日内。

7. **Currency:** Euro
货币形式：欧元

8. **Payment:** by T/T, 100% paid in advance, on the bank account of the supplier

付款：以电汇形式100%预付酒款，

9. **Document:** All documents shall be made in English/or French language only.

文件：下列所有文件均由英文或法文书写：

- A. Manually Signed Commercial Invoice in 2 originals and 2 copies.
手工签署的商业发票2份原件，2份复印件。
- B. Packing List in 2 originals issued by the shipper.
由卖方出具的货物重量或装箱单原件2份。
- C. Certificate of Origin in 1 original issued by the local authorities concerned.
当地权威机构颁发的原产地证书原件1份
- D. Certificate of Analysis in 1 original and 1 copy issued by an independent inspection organization EXCEPT for the product listed Pommard 1er cru les Rugiens 2000.
由独立检验机构提供的成分分析报告原件1份，复印件1份。
- E. 1 original of Supplier's Sanitary & Purity of products.
供货商出具的卫生检疫检验证书原件1份
- F. 1 original of bottling certificate.
灌装日期证明原件1份
- G. 1 original of grape variety certificate.
葡萄品种证明原件一份
- H. The wine labels
酒标

All Originals documents shall be sent to Buyer by express(DHL/UPS/FedEx)within three working days after the the shipment.

所有资料原件需在装船后的三个工作日内以快递(DHL/UPS/FedEx)形式发送至买方指定地址：

Consignee:

CHENGDU FINE WEST INT'L TRADE CO., LTD

ADD: BLOCK 22, INTER. CONVENTION CENTER 177 TIANFU AVE, HIGH-TECH DISTRICT ,CHENGDU, China

Postal Code: 610000

TEL:+8628 8598 0909

All additional costs arising from the error of the information in the documents or the delay in mailing of the documents shall be borne by the Supplier.

一切因资料信息错误或者资料交付延迟造成的额外费用均由卖方承担。

10. **Quality Guarantee:**

The Supplier shall guarantee that the commodity must be in conformity with the specification in the the sanitary certificate and the analysis report. The Supplier shall be responsible for the damage duo to the defect of commodity. 卖方需保证货物质量必须符合卫生证和检验报告中的描述，由货物缺陷造成的损失由卖方承担。

11. **Inspection and Claim:** The Buyer shall have the right to apply to the local Entry-Exit Inspection & Quarantine of the People's Republic of China (hereinafter called as "SAIQ") for inspection after discharging of

the products at the destination. Should the quality and/or quantity be found not in conformity with the contract or invoice the buyer shall be entitled to lodge claim with the Supplier on the basis of SAIQ's report, within 45 days for quality, weight/quantity after discharge of the products at the destination, with the exception, of those claims 1/ for which the shipping company and/or the insurance company are to be held responsible, 2/ for which the container selected by the buyer is different from a reefer container (the reefer container is the only acceptable way of shipping our products in an appropriate manner).

验货及索赔：买方在货物抵达目的港后有权向当地中华人民共和国出入境检验检疫局（以下简称 SAIQ）提出质量检验申请。如买方在目的地收到货物时发现质量和/或数量与合同以及发票中陈述内容不符，买方应在 45 天持 SAIQ 出具的检验报告向卖方提出声明及索赔。关于声明与索赔买方应就实际情况向对应公司提出：1. 事关物流公司和/或保险公司应向相应公司提出索赔要求；2. 买方在集装箱的选用上并非选用冷藏集装箱（冷藏集装箱为卖方唯一接受装载货物的容器）而导致货物发生变质，责任有买方自行承担。

12. Arbitration:

仲裁：

- 1) All disputes arising from the execution of or in connection with the Contract shall be settled through amicable consultation by both parties. In case no settlement can be reached between the two parties, the case in dispute shall be submitted to the related commercial body in the Tribunal of Commerce of Bordeaux which shall be conducted in accordance with its arbitration rules/procedures effected at the time of applying for arbitration. The arbitration award is final and binding upon both parties. The fees for arbitration shall be borne by the losing party unless otherwise awarded by the Arbitration Commission.

买卖双方如就本协议中的条款发生任何争执需首先进行友好协商解决。如通过友好协商解决失败，双方需诉诸波尔多商业法庭相关商业委员会进行仲裁。仲裁的规定和程序在提交仲裁申请之日起生效。仲裁结果为双方仲裁的最终结果。如仲裁委员会无特殊限定，仲裁费用由失利一方自行承担。

- 2) In the course of arbitration, the Contract shall be continuously executed except the part which is under arbitration.

仲裁期间，本协议中除相应的被仲裁条款外的其它条款持续具备相应的法律效力。

13. Supplementary Conditions:

补充条款：

- 1) The trade term(s) used in the Contract is (are) governed by the provisions of INCOTERMS2010 and its Supplements, unless otherwise expressly agreed upon in the Contract.
本协议中的交易条件除特殊注明之外均限定于 2010 年版的国际贸易通则及其附加条款。
- 2) In witness thereof, the photocopies of the Contract are as effective as the originals.
本协议的复印件与原件同时具备同等的法律效力。
- 3) The contract will be come into force on the date of signature.
本协议自签署之日起生效。

The Buyer:

买方：

**CHENGDU FINE WEST
INT'L TRADE CO.,LTD**

The Supplier:

卖方：


SAS FRANÇOIS PARENT
« MAISON PARENT-GROS »
1 Place de l'Europe - 21630 Pommard
Tél. 03 80 22 61 85
SIRET 420 425 969 00029
T.V.A. FR 14 420 425 969

