



# 合同 CONTRACT

Contract No. (合同号): WINEXSH0000655

Date (日期): 2019/10/17

**The Seller (卖方) : Sarl Caroline PARENT & Associates on behalf of DOMAINE A-F.GROS**

ADDRESS(地址): 10B RUE DES NAIGEONS, 21200 BEAUNE - FRANCE

TEL (电话) : 0033 6 61 17 95 37

**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): Room 401, Block C, Building 1, No.2112, Middle Yanggao Road,  
Pudong New Area, 200135 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	Volume 容量	Bottles 瓶数	Cases 箱数	Packing 包装	Unit Price ( EUR/Bottle ) 单价 (欧元/瓶)	Amount(EUR) 总价 (欧元)
DOMAINE AF GROS SAVIGNY 1ER CRU LE CLOS DES GUETTES 2014	750ML	12	2	1*6纸箱	€ 31.23	€ 374.76
AF GROS GEVREY CHAMBERTIN 2017	750ML	6	1	1*6纸箱	€ 40	€ 240
DOMAINE AF GROS POMMARD 1ER CRU LES ARVELETS 2017	750ML	6	1	1*6纸箱	€ 50	€ 300
AF GROS VOLNAY 1ER CRU LES BROUILLARDS 2017	750ML	6	1	1*6纸箱	€ 47.5	€ 285
AF GROS ECHEZEUX GRAND CRU 2014	750ML	6	1	1*6纸箱	€ 180	€ 1080
<b>SUBTOTAL</b>		<b>36</b>				
<b>TOTAL TO PAY (EUR)</b>						<b>2279.76</b>

**(2) Country of Origin (原产国): France**



**(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. In order to ensure the completeness of the goods, the seller shall provide no less than four kinds of photos which can show the scene of the packaging process to the buyer as the acceptance condition of the goods, namely: (i) for the wooden cases with sealing strips, the overall photos of the wooden cases to ensure the integrity of the wooden cases; (ii) for the wooden cases without sealing strips, the photos shot from the top of the opened wooden cases to ensure the completeness of the goods inside; (iii) the separate photos of each layer during the palletizing to show the internal completeness of the goods of each layer; (iv) the photos of each entire pallet after the palletizing to show the completeness thereof. Upon receipt of the photos and with the buyer's confirmation, the appointed carrier shall contact the seller to pick up the goods.

**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。为保证货品完整, 卖方应提供不少于四类可显示现场打包过程的实景照片作为买方货物验收条件, 即: 1、有封条的原木箱整体外箱照片以保证木箱外观完整性; 2、无封条的原木箱开箱从顶部拍摄的照片以保证木箱内货品完整性; 3、打托过程中每一层货物的单独的照片以保证托盘内部货品完整性; 4、打托完成后整拖货物的照片以显示整拖货品完整性。买方收到照片并确认之后, 将指示承运人提货。

**(10) 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。

**(11) Breach of Contract:** Except as otherwise provided herein, if a Party ("breaching party") fails to perform any of its material obligations under this Contract, then the other Party ("aggrieved party") may claim direct and foreseeable damages arising from the breach.

**合同违约:** 除本合同其他条款另有规定外, 如果一方 ("违约方") 未履行其在本合同项下某项主要义务, 则另一方 ("受损害方") 可就违约引起的直接的或可预见的损失提出索赔。

**(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, 以证明事故的发生。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

**SARL CAROLINE PARENT**

**THE SELLER ASSOCIES**

18 Rue des Naigeons  
21200 BEAUNE - FRANCE  
Tél: 03 85 49 85 59  
Fax: 03 85 49 85 56

Signature / Stamp

**THE BUYER (买方)**

**Wine and Jewellery International  
Trading Shanghai**

Signature/Stamp