



发售协议 Agreement of Sales Intent

Agreement No. (协议号): PAWINEXSH0001449

Party A (甲方) : WINE EXCHANGE SHANGHAI (上海自贸区红酒交易中心)

ADDRESS(地址): Room 401, Block C, Building 1, No.2112 Middle Yanggao Road,
Pudong 200135 Shanghai, China

TEL (电话) : 0086 (21) 5830 2568

FAX (传真) : 0086 (21) 5830 2590

**Party B (乙方) : Sarl Caroline PARENT & Associes on behalf of DOMAINE A-F.GROS and
Maison PARENT-GROS**

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

TEL (电话) : 0033 6 61 17 95 37

1. This agreement is made by and between Party A and Party B; whereby Party A agrees that Party B's goods may be sold on the platform of Party A and Party A's wholly-owned subsidiary "Wine and Jewellery International Trading Shanghai". Party B warrants that it has the ownership of the goods and has the right to sell the later on the Chinese market. The goods to sell are as follows:

兹经甲乙双方协商一致，甲方同意乙方的货物可在甲方及全资子公司上海酒石国际贸易有限公司的平台上进行发售。乙方保证拥有本协议下发售货物的所有权且有权在中国市场销售。发售货物的清单如下：

Description 名称	Vol 容量	Bottles 瓶数	Cases 箱数	Packing 包装	Unit Price (EUR) 单价 (欧元)
AF GROS POMMARD 1ER CRU LES ARVELETS 2004	0.75L	18	3	OC 6	44 Euro
AF GROS MOREY SAINT DENIS 1ER CRU LES MONTS LUISANTS 2019	0.75L	12	2	OC 6	75 Euro
AF GROS POMMARD 1ER CRU LES EPENOTS 2011	0.75L	6	1	OC 6	94 Euro
DOMAINE AF GROS BEAUNE 1ER CRU LES BOUCHEROTTES 2017	0.75L	12	2	OC 6	33.75 Euro
DOMAINE AF GROS BEAUNE 1ER CRU LES MONTREVENOTS BLANC 2018	0.75L	12	2	OC 6	47.50 Euro
DOMAINE AF GROS MOULIN A VENT EN MORTPERAY 2019	1.5L	24	8	OC 3	47.50 Euro
DOMAINE AF GROS RICHEBOURG GRAND CRU 2014	0.75L	6	1	OWC 6	435 Euro
DOMAINE AF GROS ECHEZEAUX GRAND CRU 2011	0.75L	6	1	OWC 6	225 Euro

2. Party B shall reserve the goods until 2021/09/30. During the period of retention, Party B can't sell the reserved goods to any third party. Party B guarantee that it can provide the original documents for the above wines, including but not limited to Invoice, Packing List, COO, Sanitary Certificate, Analysis Certificate, Wooden Cases&Pallets Certificate, Bottling Certificate (Bottling date : dd/mm/yyyy) , Sales authorization issued by the Seller, Front label & back label of each wine(the labels should be the same as the one stuck on the bottles).



乙方应保留发售货物到 2021 年 09 月 30 日。保留期间,乙方不能将所保留货物出售给任何第三方。乙方保证以上酒品均可提供相应的原始单证,包括但不限于:原始发票、箱单、COO 原产地证、卫生证明、分析单、木制包装证明、装瓶证明、销售授权书、每一款酒的正背标签(所提供的酒标必须与贴在酒瓶上的酒标保持一致)。

3. After the retention period, Party A will inform Party B the actual purchasing quantity based on the presale result. Party A knows the sales conditions of party B regarding the grands crus and accept that the purchase of the grands crus fits the requirement of a financial parity between the value of the grands crus and the value of the rest of the wines. Party A knows the sales conditions of party B regarding the minimum order of 240 bottles, otherwise Party B has a right to deny the sale of wine. The formal Import 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. If Party B does not reserve the goods for Party A, Party B shall pay Party A 110% of Party A's actual purchasing value as compensation.

保留期结束,甲方根据发售结果告知乙方实际采购数量。甲方知悉乙方关于特级园酒品的销售情况,并接受对于特级园酒品的采购须符合特级园价值酒品和其他价值酒品的对等要求。甲方已知悉乙方酒品的最低采购量为240瓶,否则乙方有权拒绝酒品的销售。

甲方的全资子公司“上海酒石国际贸易有限公司”与乙方签署正式进口合同,并开展进口与清关的贸易业务。若甲方实际采购时,乙方未保留货物,则乙方须赔偿甲方实际采购金额的110%。

4. 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。

5. The Agreement is concluded in Chinese and English with equal authenticity.

本协议以中英文书就,两种文本具有同等法律效力。

6. 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

**SARL CAROLINE PARENT
& ASSOCIES**

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21200 BEAUNE - FRANCE

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08/09/2021