



合同 CONTRACT

Contract No. (合同号): WINEXSH0002065

Date (日期): 2023/01/20

The Seller (卖方): Sarl Caroline PARENT & Associes

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

TEL (电话): +33 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)

No. 序号	Description 名称	Color 颜色	Volume 容量	Bottles 瓶数	Cases 箱数	Packing 包装	Unit Price (EUR) 单价 (欧元)	Amount(EUR) 总价 (欧元)
1	AF GROS BOURGOGNE ROUGE 2020	Red	0.75L	36	3	OC 12	16.5 Euro	594 Euro
2	AF GROS MOULIN A VENT 2021	Red	0.75L	12	2	OC 12	17.5 Euro	210 Euro
3	AF GROS BEAUNE 1ER CRU LESBOUCHEROTTES 2020	Red	0.75L	12	1	OC 12	42 Euro	504 Euro
4	AF GROS POMMARD 1ER CRU LES ARVELETS 2020	Red	0.75L	12	1	OC 12	70 Euro	840 Euro
5	AF GROS VOSNE ROMANEE LES CHALANDINS 2020	Red	0.75L	24	2	OC 12	62.5 Euro	1500 Euro
6	AF GROS VOSNE ROMANEE AUX REAS 2020	Red	0.75L	24	2	OC 12	62.5 Euro	1500 Euro
7	AF GROS RICHEBOURG GRAND CRU 2019	Red	0.75L	12	2	OWC 6	500 Euro	6000 Euro
	ADMINISTRATIVE FEES							150 Euro
	SUBTOTAL			132				
TOTAL TO PAY (EUR)								11,298 Euro



(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): The estimated Pick-up date for the goods is 【2023/05】, if there is any adjustment of the Pick-up date, The Buyer will notify The Seller in advance.

预计提货日期为【2023/05】, 提货日期如有调整, 买方会提前通知卖方。

(7) Payment (付款):

Terms of payment: Telegraphic Transfer (TT) 付款方式: 电汇
Payment Terms: 100% payment within one to two weeks before the actual Pick-up date 付款期限: 在实际提货日前一到两周内 100%预付。
<u>Bank information of the seller (卖方银行信息):</u>
Beneficiary's Name (开户名): Sarl Caroline PARENT & Associates
Beneficiary's Bank (银行名称): CREDIT AGRICOLE CHAMPAGNE-BOURGOGNE
Bank Address (银行地址): 41 RUE D'ALSACE, 21200 BEAUNE, FRANCE
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
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
9. Front label & back label of each wine(the labels should be the same as the one stucked on the bottles) 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)

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. 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, 卖方不負責任。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 **two** copies, this contract should come into effect as of the day when it is signed by both parties.

本合同一式二份, 买卖双方签字生效。

THE SELLER (卖方)

THE BUYER (买方)

Sarl Caroline PARENT & Associes
**SARL CAROLINE PARENT
& ASSOCIES**

**Wine and Jewellery International
Trading Shanghai**

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Tél: +33 (0)3 80 49 38 56
RCS DIJON 493 856 595
Acc. Siret FR 007 859 E 0656

Signature/Stamp

Signing Date: 20/01/2023

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