

采购合同

PURCHASE CONTRACT

合同号 (Contract Number) : **AF2024**

签约日期 (Date) : **23/04/2024**

买方:

Buyer: GUANGZHOU HAOXIN SUPPLY CHAIN MANAGEMENT CO., LTD.

Address: ROOM 103A, NO. 19 HAIAN ROAD, ZHUJIANG NEW TOWN , TIANHE DISTRICT, GUANGZHOU,
CHINA

卖方 (Seller) : **SAS FRANCOIS PARENT**

地址 (Address) : **1 Place de l'Europe 21630 POMMARD**

电话 (Telephone) : **+33 03 80 22 61 85**

传真 (Fax) :

汇款信息:

INFORMATION OF PAYMENT:

开户行名称 (Banking Coordinate) : **CAE VITI BEAUNE**

开户行地址 (Bank Address) : **CR CHAM PAGNE BOURGOGNE**

收款人名称 (Beneficiary' s Name) : **SAS FRANCOIS PARENT**

收款人地址 (Beneficiary Address) : **1 Place de l'Europe 21630 POMMARD**

SWIFT 代码 (SWIFT Code) : **AGRIFRPP810**

IBAN 代码 (IBAN Code) : **FR76 1100 6210 0414 4353 5200 107**

双方同意按照以下条款和条件签署合同:

It is mutually agreed by both sides to sign this contract covering the following terms and conditions:

一、品名、规格、质量、数量、单价、总值和产地

ARTICLE 1: COMMODITY, SPECIFICATION, QUALITY, QUANTITY, UNIT PRICE, AMOUNT :

Quantité	Désignation	DLC	DLUO	P.u. HT	Montant HT	Tva
6	CHAMBOLLE MUSIGNY 1ER CRU AUX ECHANGES 2021 AF GROS			150,00	900,00	EX
12	COTE DE NUITS VILLAGES 2021 AF GROS			36,50	438,00	EX
24	LADOIX 2021 La Toppe d'Avignon AF GROS			29,00	696,00	EX
12	VOSNE ROMANEE 1ER CRU LES SUCHOTS 2021 AF GROS			150,00	1 800,00	EX
6	CHARMES-CHAMBERTIN 2021 AF GROS			325,00	1 950,00	EX
48	GEVREY CHAMBERTIN 2021 AF GROS			62,50	3 000,00	EX
12	VOSNE ROMANEE LES CHALANDINS 2021 Domaine A.F. GROS			65,00	780,00	EX
18	VOSNE ROMANEE AUX REAS 2021 Domaine A.F. GROS			65,00	1 170,00	EX
12	RICHEBOURG GRAND CRU 2021 Domaine A.F. GROS			700,00	8 400,00	EX
36	POMMARD 1ER CRU LES ARVELETS 2021 Domaine A.F. GROS			83,00	2 988,00	EX
42	MOULIN-A-VENT En Mortperay 2021 Domaine A.F. GROS			17,50	735,00	EX
12	BOURGOGNE HAUTES COTES DE NUITS ROUGE 2021 Domaine A.F. GROS			18,00	216,00	EX
12	BEAUNE 1ER CRU 2021 Les Boucherottes Domaine A.F. GROS			46,00	552,00	EX
18	BOURGOGNE PINOT NOIR 2021 Domaine A.F. GROS			18,00	324,00	EX
6	BEAUNE 1ER CRU LES MONTREVENOTS 2021 Domaine A.F. GROS			55,00	330,00	EX
12	ECHZEVAUX GRAND CRU 2022 Domaine A.F. GROS			277,00	3 324,00	EX

Tva	Libellé	Taux	Base H.T.	Montant
EX	BASE TVA EXPORT HORS CEE		27 603,00	0,00

Total H.T. 27 603,00

Net H.T. 27 603,00

T.V.A. 0,00

Total T.T.C. 27 603,00

Date d'échéance : 12/04/2024 Mode de règlement :

Requirements from Chinese customs system :

Winery Name	Producer Enterprise Registration Number (GACC)
SAS François PARENT	CFRA23012201181564

GACC Valid Status is required before payment and picking up.

1. 产地：法国
Country of Origin: France
2. 价格条款：工厂交货价
Price Term: EXW Beaune
3. 产品品质：卖方保证所出售和运输的商品符合中华人民共和国政府部门对相关产品颁布的安全及质量标准。
Quality: The goods that are sold by seller must meet the relevant safety and quality standards issued by the government of the People's Republic of China.

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二、包装

ARTICLE 2: PACKING

卖方保证货物包装符合国际出口通行标准，纸箱或是木箱 12 支或是 6 支装。如果是含有木箱或是木托，木箱和木托盘上应标有 IPPC 熏蒸标记。IPPC 熏蒸标记应当符合中国法律对熏蒸标记的要求。另外，纸箱必须有卡纸。

The goods must be packed in International Export Standard. Goods shall pack in 12or 6bottles per wooden case or paper carton. The IPPC fumigation sign shall be marked on the wooden box and wooden pallet if packed by any wooden box or pallet. The IPPC fumigation sign shall comply with the requirements on the fumigation sign in Chinese law. Furthermore, each carton should contain the divider or paperboard.

三、装运

ARTICLE 3: SHIPMENT

1. 装运时间：2024 年 5 月 05 日之前

Time of shipment: Before 2024/ 05 /05

部分装运 & 转运：允许

Partial shipment & Transshipment: Allowed

2. Port of Destination（目的口岸）：Main Port in Guangdong, China 广东主要港口

3. 提货地址：

Cargo Pick Up Address: 16 Rue pierre joigneaux 21200 Beaune

电话 Telephone: +33 03 80 22 61 85

邮件 Email: contact@af-gros.com

联系人 Contact: Caroline PARENT

四、付款方式

ARTICLE 4: PAYMENT

1. 支付条款：预付 100%货款

Payment terms: advance in full payment for goods

2. 卖方必须在装运后 15 日内提供电子版本给予买家：

The Seller Just provide an electronic version to the Buyer within 15 days from dispatch date, following original shipping documents:

2.1. 已签字、盖章的销售合同一份。

A Original Sales Contract with signature and stamp

2.2. 标有合同编号的商业发票一份。

A Commercial Invoice with contract number、signature and stamp

2.3. 已签字盖章的装瓶日期证书一份。

A Certificate of Bottling Date with signature and stamp

2.4. 原产地证明书一式一份。

A Certificate of Origin by Chamber of Commerce- Paper version

(Please submit the first draft for review before getting the final version.)

2.5. 分析报告证书一式一份。

A Certificate of Analysis

2.6. 正标和背标的电子版一份。

A Both Front and Back Label

五、不可抗力：

ARTICLE 5: Force Majeure

由于地震、台风、洪水、火灾、战争或其它非预期双方约定人为的人力不可抗拒原因直接导致不能履行合同，受不可抗力影响不能履约的一方必须在事故发生时立即电告另一方。并在事故发生后 14 日内航空给另一方灾难发生地之有关政府机关或商会所签发的证件证实灾害存在。另一方不得对受灾方进行罚款，但是受灾方仍应履行合同责任在合同双方约定的延迟时间后。如果由此产生的任何延迟持续超过 4 周，另一方有权取消合同，并书面通知受灾方。

Any party of the Contract who fails to execute the Contract due to Force Majeure accidents, such as flood, fire, storm, snow disasters, earthquake and war shall notify by fax immediately the other party of such occurrence and within 14 days thereafter, shall send by airmail the detailed information of the accident and a certificate issued by the Competent Government Authorities of the place where the accident occurs. The other party shall not claim any penalty for the losses suffered therefrom, but the party who encounters the accident shall still be liable to execute the Contract within the deferred time of the Contract as agreed upon by both parties. In case any delay arising therefrom lasts for more than 4 weeks, the other party shall have the right to cancel the Contract, and notify the party who encounters the accident in writing.

六、仲裁：

ARTICLE 6: Arbitration

在履行协议过程中，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，根据中华人民共和国的现行法律作为合同的准据法进行仲裁。该委员会的裁决是终局的，对双方均有约束力。仲裁费用由败诉一方负担。

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 the China International Economic and Trade Arbitration Commission in accordance with the laws and practices of the People's Republic of China when applying its Rules of Procedure. The arbitration shall take place in Mainland China 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.

七、通用条款

ARTICLE 7: GENERAL CONDITIONS

1. 所有修改需/且经双方协商订立文字协议从而生效。
All amendment and/or conditional terms will be valid if mutually agreed upon and made in writing.
2. 所有其他本合同未涉及条款需遵守《2010年国际贸易术语解释通则》和 UCP600。
All other terms and condition not mentioned in this contract shall be applied to according to Incoterms 2000.
3. 本合同自签字之日起生效。
This contract is valid from signing date with immediate effect.
4. 本合同由中文和英文订制两份，签署后请传真至卖家签署。传真件和扫描件均具法律效应。中文版及英文版均有效，如有任何争义将以英文版为准 (因为英文是国际标准通用语言)。
This contract is made in English in two copies and sent by fax to the seller for signature, the fax copies and scanned copies keep the same effective with original one. The two versions shall be equal authentic; however in case of litigation about the interpretation of this contract, the English version, as a neutral language for both parties prevail over the Chinese version.

卖家 **The Seller**

买家 **The Buyer**

GUANGZHOU HAOXIN SUPPLY CHAIN MANAGEMENT CO., LTD.



SAS FRANÇOIS PARENT

« MAISON PARENT-GROS »

1 Place de l'Europe - 21630 Pommard

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T.V.A. FR 14 420 425 969

