

ARTICLE 13

SAFEGUARD MEASURES

1. Where any product is imported into the territory of a Contracting Party in such a manner or in such quantities as to cause or threaten to cause serious injury in the territory of that Contracting Party, such Contracting Party may after prior consultations with the other Contracting Party, except in critical circumstances, suspend provisionally the preferential treatment accorded to that product under this Agreement.
2. Any suspension of preferential treatment pursuant to paragraph 1 shall forthwith be notified to the other Contracting Party .
3. The Contracting Parties, through The Committee, shall enter into consultations and shall endeavor to reach a mutually acceptable agreement and to remedy the situation in accordance with the provisions of Articles 20 and 21 of this Agreement.

ARTICLE 14

ANTIDUMPING AND COUNTERVAILING MEASURES

1. Where either Contracting Party determines that dumping is taking place in its territory from products emanating from the other Contracting Party, it may levy an anti-dumping duty on the importation of the products dumped, where it determines that the effect of the

dumping is such as to cause, or threaten to cause, material injury to domestic industry, or to retard materially the establishment of a domestic industry.

2. Either Contracting Party shall be free to apply countervailing measures in case where prices are influenced by unfair trade practices like subsidies, in accordance with the provisions of the relevant WTO Agreements.

ARTICLE 15

PROHIBITION & SHORTAGE CLAUSE

1. Any Contracting Party may prohibit the importation of product containing any inputs originating from any third country not covered by its diplomatic recognition or trade policy. Where a Contracting Party has prohibited the importation of a product under this paragraph, it shall forthwith notify the other Contracting Party of its decision.

2. Nothing in this Agreement shall preclude the maintenance or adoption by either Contracting Party of any trade restrictive measures necessary to remove or to forestall a serious shortage, or threat thereof, of a product essential to the exporting Contracting Party.