

1. Products covered by the provisions of this Agreement shall be eligible for preferential treatment provided they satisfy the Rules of Origin as set out in Annexure C to this Agreement which shall form an integral part of this Agreement.
2. For the development of specific sectors of the industry of either Contracting Party, lower value addition norms for the products manufactured or produced by those sectors may be considered through mutual negotiations.

Article VIII

Safeguard Measures

1. If any product, which is the subject of preferential treatment under this Agreement, 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 importing Contracting Party, the importing Contracting Party may, with prior consultations except in critical circumstances, suspend provisionally without discrimination the preferential treatment accorded under the Agreement.
2. When action has been taken by either Contracting Party in terms of paragraph 1 of this Article, it shall simultaneously notify the other Contracting Party and the Joint Committee established in terms of Article XI. The Committee shall enter into consultations with the concerned Contracting Party and endeavor to reach mutually acceptable agreement to remedy the situation. Should the consultations in the Committee fail to resolve the issue within sixty days, the party affected by such action shall have the right to withdraw the preferential treatment.

Article IX

Domestic Legislation

1. The Contracting Parties shall be free to apply their domestic legislation to restrict imports, in cases where prices are influenced by unfair trade practices including subsidies or dumping.
2. The contracting parties undertake to notify at the earliest opportunity, through the competent bodies, of the opening of investigations and preliminary and final conclusions regarding such unfair trade practices that affect reciprocal trade.

Article X

Balance of Payment Measures

1. Notwithstanding the provisions of this Agreement, any Contracting Party facing balance of payments difficulties may suspend provisionally the preferential treatment as to the quantity and value of merchandise permitted to be imported under the Agreement. When such action has taken place, the Contracting Party, which initiates such action shall simultaneously notify the other Contracting Party.
2. Any Contracting Party, which takes action according to paragraph 1 of this Article, shall afford, upon request from the other Contracting Party, adequate opportunities for consultations with a view to preserving the stability of the preferential treatment provided under this Agreement.

Article XI

Joint Committee

1. A Joint Committee shall be established at Ministerial level. The Committee shall meet at least once a year to review the progress made in the implementation of this Agreement and to ensure that benefits of trade expansion emanating from this Agreement accrue to both Contracting Parties equitably. The Committee may set up Sub-Committees and/or Working Groups as considered necessary.
2. In order to facilitate cooperation in customs matters, the Contracting Parties agree to establish a Working Group

本协议各款所涵盖的产品，只要满足本协议附件C规定的原产地规则（该附件构成本协议不可分割的一部分），即有资格享受优惠待遇。

为促进任一缔约方特定工业部门的发展，可通过相互协商考虑对2.这些部门制造或生产的产品适用较低的增值标准。

第八条

保障措施

若根据本协议享受优惠待遇的产品以特定方式或数量进口至某一缔约方领土，导致或威胁导致1.进口缔约方遭受严重损害，则进口缔约方可在事先协商后（紧急情况除外），无差别地临时中止协议项下给予的优惠待遇。

当任一缔约方根据本条第一款采取行动时，应2.立即通知另一缔约方及第十一条设立的联合委员会。委员会应与相关缔约方进行磋商，并努力达成双方可接受的协议以补救当前状况。若委员会磋商未能在六十日内解决问题，受该行动影响的一方有权撤销优惠待遇。

第九条

国内立法

缔约方可自由适用其国内立法以限制进口，在价格1.受到包括补贴或倾销在内的不公平贸易做法影响的情况下。

缔约方承诺尽早通过主管机构通知2.针对影响互惠贸易的此类不公平贸易做法启动调查及初步和最终结论的情况。

第十条

国际收支措施

尽管有本协议的规定，任何面临国际收支困难的缔约方 1.可暂时中止

根据协议允许进口商品数量 and 价值的优惠待遇。采取此类行动时，发起该行动的缔约方应立即通知另一缔约方。

任何根据本条第一款采取行动的缔约方，应另一缔约方请求，应提供充分磋商机会，以维护本协议下优惠待遇的稳定性。2.

第十一条

联合委员会

应设立一个部长级联合委员会。委员会每年至少召开一次会议，以1.审查本协议执行进展，并确保协议产生的贸易扩张利益公平惠及双方缔约方。委员会可视需要设立小组委员会和/或工作组。

2. 为了促进合作 在海关事务合作方面，缔约方同意设立一个工作组

on Customs related issues including harmonisation of tariff headings. The Working Group shall meet as often as required and shall report to the Committee on its deliberations.

3. The Committee shall accord adequate opportunities for consultation on representations made by any Contracting Party with respect to any matter affecting the Implementation of the Agreement. The Committee shall adopt appropriate measures for settling any matter arising from such representations within 6 months of the representation being made. Each Contracting Party shall implement such measures immediately.
4. The Committee shall nominate one apex chamber of trade and industry in each country as the nodal chamber to represent the views of the trade and industry on matters relating to this Agreement.

Article XII

Consultations

1. Each Contracting Party shall accord sympathetic consideration to and shall afford adequate opportunity for, consultations regarding such representations as may be made by the other Contracting Party with respect to any matter affecting the operation of this Agreement.
2. The Committee may meet at the request of a Contracting Party to consider any matter for which it has not been possible to find a satisfactory solution through consultations under paragraph 1 above.

Article XIII

Settlement of Disputes

1. Any dispute that may arise between commercial entities of the Contracting Parties shall be referred for amicable settlement to the nodal apex chambers. Such references shall, as far as possible, be settled through mutual consultations by the Chambers. In the event of an amicable solution not being found, the matter shall be referred to an Arbitral Tribunal for a binding decision. The Tribunal shall be constituted by the Joint Committee in consultation with the relevant Arbitration Bodies in the two countries.
2. Any dispute between the Contracting Parties regarding the interpretation and application of the provisions of this Agreement or any instrument adopted within its framework shall be amicably settled through negotiations failing which a notification may be made to the Committee by any one of the Contracting Parties.

Article XIV

Duration and Termination of Agreement

This Agreement shall remain in force until either Contracting Party terminates this Agreement by giving six months written notice to the other of its intention to terminate the Agreement.

Article XV

Amendments

1. The Agreement may be modified or amended through mutual agreement of the Contracting Parties. Proposals for such modifications or amendments shall be submitted to the Joint Committee and upon acceptance by the Joint Committee, shall be approved in accordance with the applicable legal procedures of each Contracting Party. Such modifications or amendments shall become effective when confirmed through an exchange of diplomatic notes and shall constitute an integral part of the Agreement.
2. Provided however that in emergency situations, proposals for modifications may be considered by the Contracting parties and if agreed, given effect to through an exchange of diplomatic notes.

Article XVI

负责处理包括关税税则协调在内的海关相关问题。该工作组应根据需要经常召开会议，并向委员会报告其审议情况。

委员会应为任何缔约方就影响本协议实施的任何事项提出的陈述提供充分的磋商机会。3.委员会应采取适当措施，在陈述提出后6个月内解决由此产生的任何问题。各缔约方应立即实施此类措施。

委员会应指定各国工商业最高商会作为节点商会，4.代表工商业就与本协议相关的事项发表意见。

第十二条

磋商

各缔约方应对另一缔约方就影响本协议运作的任何事项可能提出的陈述给予同情考虑，并提供充分机会进行1.磋商。

委员会可应缔约方请求召开会议，审议任何无法根据上述第1款通过磋商找到满意解决方案的2.事项。

第十三条

争端解决

缔约方商业实体之间可能产生的任何争议应提交至双方最高商会进行友好1.解决。此类提交应尽可能通过商会间的相互磋商予以解决。若未能达成友好解决方案，则应将事项提交仲裁庭作出具有约束力的裁决。该仲裁庭应由联合委员会与两国相关仲裁机构协商后组建。

缔约方之间关于本协议条款解释与适用的任何争议，或在其框架下通过的任何文书的争议，应通过谈判友好解决。若谈判未果，任一缔约方可向委员会发出通知。2.

第十四条

协议的期限和终止

本协议将持续有效，直至任一缔约方通过向另一方提交终止协议的六个月书面通知终止本协议。

第十五条

修正案

本协议可通过缔约双方协议进行修改或修正。此类修改或修正的提案应提交联合委员会，经联合委员会接受后，应按照各缔约方适用的法律程序予以批准。此类修改或修正在外交换文确认后生效，并构成本协议的组成部分。

但在紧急情况下，缔约方可考虑修改提案，如达成一致，可通过外交换文使其生效。

第十六条