

System of Commodity Description and Coding changed in at least one of the first four digits due to this processing;

(c) Produced with the use of raw materials and components listed in "b" above.

Detailed rules on establishing commodity origins shall be coordinated by the Parties and included in a document that shall become an integral part of this Agreement.

Article 2

The Parties shall not:

- directly or indirectly impose any internal taxes or fees on commodities that are subject to this Agreement, in excess of corresponding taxes and fees imposed on similar commodities of domestic production or of third country origin;
- apply any special limitations or conditions to commodities that are subject to this Agreement, in excess of limitations or conditions applied under similar circumstances to similar commodities of domestic production or of third country origin;
- apply special rules to warehousing, reloading, storage, and transportation of goods that originated within the territory of the Parties, and to payments and payment transfers, different from rules applied in similar situations regarding goods of domestic production or of third country origin.

Article 3

1. The Parties shall refrain from discriminating, introducing quotas or similar measures against each other in the export and/or import of goods within the framework of this Agreement.

2. Quotas referred to in Paragraph 1 of this Article may be introduced unilaterally, within reasonable limits, and with strictly defined time frames only in the event of:

- heavy deficit of a given commodity on the internal market -until the market condition stabilizes;
- heavy deficit in the balance of payment -until the balance of payment situation stabilizes;
- some commodity being imported into the territory of one of the Parties in such increased quantities or under such conditions that harm or threaten to harm domestic manufacturers of similar or directly competing goods.

3. If necessary, the quotas referred to in Paragraph 2 of this Article may be formalized in a separate protocol to this Agreement.

4. The Party that uses quotas pursuant to Paragraph 2 of this Article prior to formal introduction of these quotas, shall, upon request of the other Party, provide the necessary information on the reasons, forms, and possible time frames for using these quotas and any additional requested information.

5. The Party that intends to apply protective measures shall notify the other Party of its intent in a timely fashion, not later than 30 days before the planned implementation of such measures.

商品描述和编码系统因该加工导致前四位编码中至少一位发生变更；

(c) 使用上述**"b"**项所列原材料和部件生产。

关于确定商品原产地的具体规则应由缔约方协调制定，并载入一份文件，该文件应成为本协议不可分割的组成部分。

第二条

缔约方不得：

- 直接或间接对本协议项下商品征收的任何国内税或费用，超过对国内生产或第三国原产的类似商品征收的相应税费；- 对本协议项下商品实施的任何特殊限制或条件，超过在类似情况下对国内生产或第三国原产的类似商品实施的限制或条件；- 对缔约方境内原产货物的仓储、重新装载、存储和运输，以及付款和付款转账适用特殊规则，不同于在类似情况下对国内生产或第三国原产货物适用的规则。

第三条

1. 缔约方应避免在本协议框架内的货物出口和/或进口方面相互歧视、引入配额或类似措施。

2. 本条第1款所述的配额仅在以下情况下可单方面引入，且须在合理范围内并严格限定时间框架：

- 国内市场某种商品的严重赤字——直至市场状况稳定；- 国际收支的严重赤字——直至国际收支状况稳定；- 某种商品以如此大的数量或在如此条件下进口到一缔约方领土内，以致损害或威胁损害同类或直接竞争商品的国内制造商。

3. 如有必要，本条第二款所述的配额可正式载入本协议的单独议定书。

4. 根据本条第二款使用配额的缔约方，在正式引入这些配额之前，应另一方的要求，提供关于使用这些配额的理由、形式和可能时间框架的必要信息，以及任何额外要求的信息。

5. 拟采取保护措施的缔约方应及时通知另一方其意向，且不得晚于计划实施此类措施前30天。

6. When selecting protective measures indicated in this Article, the Parties shall give priority to those that exert the least negative impact upon achieving the goals of this Agreement.

Article 4

All settlements and payments related to the trade/economic cooperation between the Parties shall be carried out in compliance with the inter-bank settlement agreements between the authorized banks of the Parties.

Article 5

For the purposes of this Agreement, the term "re-export" shall refer to the export of goods that originated within the territory of one of the Parties by the other Party to the outside of its customs territory, for the purpose of exporting it into a third country.

Neither Party shall permit re-export of goods that were subject to tariff-based or non-tariff-based regulation while being exported by their Country of origin. The Parties shall establish a listing of goods, whose re-exportation is prohibited, and shall also exchange lists of goods that are subject to tariff-based or non-tariff-based regulation. Re-export of such goods into third countries is permitted only upon written consent and upon conditions stipulated by an authorized state agency of the country of origin of the subject goods. In the event of non-compliance with this stipulation, the Party whose interests have been violated has the right for unilateral introduction of measures to regulate export of goods into the territory of the Party that permitted the non-sanctioned re-export, upon prior notice of the intent to introduce such measures, and, if necessary, upon conducting joint consultations.

Article 6

The Parties shall exchange customs-related information, including the available customs statistics relating to the subject of this Agreement, fully, and on regular basis. The appropriate authorized agencies of the Parties shall coordinate the manner of such information exchange.

Article 7

1. The Parties shall exchange information about their international free-trade agreements with third parties.
2. The Parties shall inform each other about any changes in the customs tariffs enforced in their countries.

Article 8

Pursuant to their national legislations, the Parties shall declare incompatible with the purposes of this Agreement any unfair business practices exhibited, in particular, in the following:

- entering into agreements between enterprises or their associations for the purpose of hindering or limiting competition or to disrupt the competitive environment within the territories of the Parties;
- carrying out actions that aid one or a few enterprises in the use of their dominant position, limiting competition within the entire territory of the Parties or within a significant part of it.

6. 在选择本条所述保护措施时，缔约方应优先考虑对实现本协议目标产生最小负面影响的措施。

第4条

缔约方之间贸易/经济合作相关的所有结算与付款应按照双方授权银行间的银行间结算协议执行。

第5条

就本协议的目的而言，“再出口”一词指一方将原产于缔约方境内货物通过另一方关境外运，旨在出口至第三国的行为。

任何缔约方均不得允许对原产国出口时受关税规制或非关税规制的货物进行再出口。缔约方应制定禁止再出口的货物清单，并交换受关税规制或非关税规制的货物清单。此类货物向第三国的再出口仅可在获得原产国授权国家机构书面同意且符合其规定条件的情况下进行。若违反本规定，利益受损方有权在事先通知拟采取措施意向并经必要联合磋商后，单方面实施货物出口管制措施至违规允许再出口的缔约方境内。

第6条

缔约方应全面、定期交换海关相关信息，包括与本协议主题相关的可用海关统计资料。缔约方的相关授权机构应协调此类信息交换的方式。

第7条

1. 缔约方应交换其与第三方签订的国际自由贸易协定相关信息。
2. 缔约方应相互通报各自国家实施的关税变更情况。

第8条

根据其国家立法，缔约方应宣布与本协议的目的不相容的任何不公平商业行为，特别是以下方面：

- 企业或其协会之间为阻碍或限制竞争或破坏缔约方领土内的竞争环境而达成协议；
- 采取行动协助一个或少数企业利用其支配地位，限制缔约方整个领土或其重要部分内的竞争。