

- (b) Having been processed on the territory of Contracting Parties by utilizing raw materials and components of third country origin, whose classification under the Harmonized 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 provided that their total cost does not exceed a fixed proportion of the export price of commodities sold.

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

Article 2

Each Contracting Party shall not:

- directly or indirectly impose any internal taxes or charges on commodities covered by this Agreement, in excess of corresponding taxes and charges imposed on similar commodities of domestic production or of third country origin;
- apply any special limitations or conditions to commodities covered by this Agreement, in excess of limitations or conditions applied under similar circumstances to similar commodities of domestic production or of third country origin;
- apply rules to warehousing, reloading, storage, and transportation of goods that originating from the territory of the other Contracting Party, as well as to payments and payment transfers, other than those applied in similar situations regarding goods of domestic production or of third country origin.

Article 3

With the goal to maintain existing ties and implement essential for both countries trade and economic relations, on the basis of mutual agreement indicative lists can be compiled of goods and services which are items of mutual export and have paramount importance.

The said indicative lists will be agreed by competent bodies of the Contracting Parties within the timeframe and for the effective period established on mutual agreement and will be formalised by a separate protocol, as a rule, annually.

Article 4

Contracting Parties in their mutual trade shall refrain from discriminatory measures, introduction of quantitative restrictions or similar measures for exportation and/or importation of goods within the framework of this Agreement.

Parties may introduce unilaterally quantitative restrictions only within reasonable limits, and for a strictly defined time period.

These restrictions shall be of exceptional nature and may only be applied in cases of sharp deficit in the balance of payment.

A Contracting Party which applies quantitative restrictions under this Article shall provide the other Contracting Party, if possible, in advance with full information on the main reasons for

(b) 在缔约方领土上利用第三国原产地的原材料和部件进行加工，且根据《商品名称及编码协调制度》，该加工导致其分类前四位编码中至少一位发生改变；(c) 使用上述"b"项所列原材料和部件生产，前提是其总成本不超过所售商品出口价格的固定比例。

缔约方应协调制定商品原产地认定的详细规则，并将其纳入一份文件，该文件将成为本协定不可分割的组成部分。

第二条

各缔约方不得：

- 直接或间接对本协定涵盖商品征收超过对类似国内生产或第三国原产地商品所征国内税或费用的任何税费；- 对本协定涵盖商品实施超过在类似情况下对类似国内生产或第三国原产地商品所适用限制或条件的任何特殊限制或条件；- 对源自另一缔约方领土货物的仓储、重新装载、存储及运输，以及支付和支付转移，实施不同于在类似情况下对国内生产或第三国原产地货物所适用的规则。

第三条

为维持现有联系并落实对两国贸易和经济关系至关重要的内容，缔约方可基于共同协议编制具有相互出口性质且至关重要的商品和服务指示性清单。

上述指示性清单将由缔约方主管机构在双方商定的时间框架和有效期内达成一致，并通常以单独议定书形式每年正式确定。

第四条

缔约方在相互贸易中应避免采取歧视性措施，或在本协定框架内对货物进出口实施数量限制及类似措施。

缔约方仅可在合理限度内，并严格限定的时间段单方面实施数量限制。

这些限制应具有例外性质，且仅可在国际收支出现严重赤字的情况下实施。

根据本条款实施数量限制的缔约方，应尽可能提前向另一缔约方提供关于实施上述限制的主要原因、

introduction, forms and expected terms of application of the abovementioned restrictions, whereupon the consultations shall be set.

Introduction of quantitative restrictions under this Article shall be formalized in a separate protocol.

Article 5

All settlements and payments related to the trade/economic cooperation between the Republic of Armenia and Republic of Moldova shall be carried out according to the agreement between en the authorized banks of the Contracting Parties.

Article 6

Contracting Parties shall on a regular basis exchange information on laws and other regulations related to economic activity, including trade, investment, taxation, banking and insurance and other financial services, on transport and customs issues, including customs statistics.

Contracting Parties shall inform each other without delay on any changes in the national legislation, which may influence implementation of this Agreement.

Authorized bodies of the Contracting Parties shall coordinate the way to exchange such information.

Article 7

- Contracting Parties shall endeavour to establish a common customs tariff applied to trade with the third countries and to this purpose have agreed to conduct regular consultations.
- Contracting Parties shall inform each other on existing customs tariffs and all exceptions thereto.

Article 8

Contracting Parties shall consider incompatible with the purposes of this Agreement any unfair business practices and shall not allow and eliminate the following methods thereof:

- agreements between enterprises, decisions made by the associations of enterprises, and general methods of business practices aimed at hindering or limiting competition or disrupting the competitive environment in the territories of the Contracting Parties;
- actions by means of which one or a few enterprises use their dominant position, limiting competition within the entire territory of the Contracting Parties or a significant part thereof.

Article 9

For the purposes of applying measures of tariff and non-tariff regulation in the bilateral economic relationships, statistical information exchange, and for carrying out customs procedures, the Contracting Parties will use the unified, nine-digit Commodity Nomenclature of Foreign Economic Activities (CN FEA), based upon the Harmonized Commodity Description and Coding System and Combined Tariffs and Statistics Nomenclature of the EEC. For their own needs Contracting Parties may expend this Commodity Nomenclature beyond the nine digits if necessary.

引入方式、形式及预期适用期限的完整信息，并据此进行磋商。

根据本条款引入的数量限制应以单独议定书形式正式确定。

条款5

亚美尼亚共和国与摩尔多瓦共和国之间贸易/经济合作相关的所有结算与支付，应按照缔约方授权银行间的协议执行。

条款6

缔约方应定期交换与经济活动中法律及其他法规相关的信息，包括贸易、投资、税收、银行业及保险和其他金融服务，以及运输和海关问题，包括海关统计。

缔约方应及时相互通报可能影响本协议实施的国家立法变更。

缔约方的授权机构应协调此类信息交换的方式。

条款7

- 缔约方应努力建立适用于与第三国贸易的共同关税，并为此目的同意定期进行磋商。
- 缔约方应相互通报现行关税及其所有例外情况。

条款8

缔约方应认为任何不公平商业行为与本协议目的相抵触，并不得允许且须消除下列此类行为：

- 旨在阻碍或限制竞争或破坏缔约方境内竞争环境的企业间协议、企业协会作出的决定及一般商业行为惯例；
- 一个或少数企业利用其支配地位采取行动，在整个缔约方境内或其重要部分限制竞争。

第九条

为在双边经济关系中实施关税和非关税监管措施、进行统计信息交换及办理海关程序，缔约方将采用基于《商品名称及编码协调制度》和《欧洲经济共同体统一关税和统计编码》的九位统一对外经济活动商品名称和编码（CN FEA）。缔约方可根据自身需要，在必要时将该商品名称和编码扩展至九位数以上。