- 2. Quantitative restrictions referred to in Paragraph 1 of this Article may be introduced unilaterally with strictly defined time frames only in the event of:
- sharp deficit in this good on domestic market until the situation on domestic market will stabilize or
  - sharp deficit in the balance of payment until the balance of payment situation stabilizes, or
- if any good has been imported on the territory of one of the Contracting Parties in such increased quantities and on such terms that threaten or may threaten to cause injury to domestic producers of like or directly competitive goods,
  - for the purposes of exercising the measures provided by the Article 4 of this Agreement.
- 3. Quantitative restrictions referred to in Paragraph 1 of this Article may also be introduced by mutual agreement of the parties and shall be included in the annual documents referred to in Paragraph 1 of Article 1 of this Agreement.
- 4. A Contracting Party using quantitative restrictions under Paragraph 2 of this Article shall if possible in advance inform, as well as upon request of the other Contracting Party, immediately provide the necessary information on the reasons, forms, and possible time frames for using the abovementioned restrictions.
- 5. Contracting Parties shall endeavour to solve all issues arising in relation to application of quantitative restrictions under Paragraph 2 of this Article by means of consultations.

#### Article 4

Each Contracting Party shall not permit re-export of goods in relation to export of which the other Contracting Party where these goods originate from applies measures of tariff-based and (or) non-tariff-based regulation.

Re-export of such goods into third countries is permitted only upon written consent and on conditions stipulated by an authorized state agency of the country of origin of these goods. In the event of non-compliance with this provision, the Contracting Party whose interests have been violated has the right for unilateral introduction of measures to regulate export of goods into the territory of the state that permitted the non-sanctioned re-export. In addition the latter shall repay the full amount of such re-export proceeds to the country of origin of relevant goods.

The term "re-export" refers to the export of goods originating from the customs territory of one Contracting Party, as defined in Article 1, paragraph 2 of this Agreement, by the other Contracting Party to the outside of the customs territory of the latter, for the purpose of exporting it into a third country.

# Article 5

Contracting Parties will on a regular basis exchange information on customs issues, including customs statistics. Relevant authorized bodies of the Contracting Parties shall coordinate the way to exchange such information.

#### Article 6

Contracting Parties will inform each other on all the exceptions to the existing customs tariff that are applied unilaterally.

## Article 7

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;

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- 2. 第4条第1段中提到的数量限制只能在一方单方面地以严格定义的时间框架内引入、仅在以下情况下:
- 该商品在国内市场出现严重短缺 直至国内市场情况稳定, 或
- 国际收支出现严重短缺 直至国际收支情况稳定, 或
- 如果任何商品在一方领土上以增加的数量和条件进口, 威胁或可能威胁到同类或直接 竞争商品国内生产者的利益,
  - 为了行使本协定第4条规定的措施。
- 3. 第4条第1段中提到的数量限制也可由双方协议引入,并应包括在本协定第1条第1段中提到的年度文件中。

第4条 缔约方使用本条第2款规定的数量限制时,应尽可能事先通知,并在另一缔约方要求时立即提供使用上述限制的理由、形式和可能的时间范围的相关必要信息。

第5条缔约方应通过磋商努力解决与本条第2款规定的数量限制应用相关的问题。

## 第4条

每一缔约方不得允许再出口与另一缔约方(这些货物原产于该缔约方)对出口这些货物适用的关税和非关税调节措施相关的货物。

将此类货物再出口到第三国须经原产国授权国家机构的书面同意,并遵守其规定条件。 如违反本项规定,受损害的缔约方有权单方面采取措施,以调节货物出口到允许未经授权的 再出口的国家领土。此外,后者应将此类再出口收入的全部金额偿还给相关货物的原产国。

术语"再出口"是指根据本协定第1条第2款的规定,一方缔约方将源自另一方缔约方海关领土的商品出口到后者海关领土之外,目的是将其出口到第三国。

## 第5条

缔约方将定期就海关问题交换信息,包括海关统计。缔约方相关授权机构应协调交换此 类信息的方式。

# 第6条

缔约方将相互通报所有单方面适用的现有海关税则的例外。

#### 第7条

缔约方应当将任何不公平商业行为视为与本协议的目的不符,并且不得允许并消除以下其方法:

- 企业间协议、企业协会作出的决定以及旨在妨碍或限制竞争或破坏缔约方领土内竞争 环境的一般商业行为方法;