

中华人民共和国政府和柬埔寨王国政府 贸易协定(附英文)

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中华人民共和国政府和柬埔寨王国政府

贸易协定(附英文)

中华人民共和国政府和柬埔寨王国政府(以下简称缔约双方),本着在平等互利的基础上发展和加强两国之间的经济贸易关系的愿望,经过友好协商,达成协议如下:

第一条

缔约双方应在本协定和各自国家现行有效的法律、条例的范围内,采取一切适当措施,促进两国经济贸易关系的发展。

第二条

缔约双方在两国贸易中对进出口货物征收的关税、其他捐税以及办理海关管理的规章手续方面,应在对等的基础上相互给予最惠国待遇。

但上述规定不适用于:

(一) 缔约任何一方为便利其边境贸易而给予或可能给予毗邻国家的优惠和利益;

(二) 缔约任何一方由于成为或将成为关税联盟、自由贸易区或区域性经济集团的成员而产生的优惠和利益。

第三条

两国之间货物、商品的进口和出口将按照各自国家现行有效的进口、出口、外汇法令和规章并符合国际贸易惯例,并在两国的贸易机构或进出口商所达成的交易基础上进行。

第四条

两国之间的贸易支付,应根据各自国家现行有效的外汇条例,以可自由兑换的货币办理。

但这并不排除经双方同意的其他支付安排,以便利贸易的进行。

第五条

缔约双方将为参加在对方国家举办的贸易博览会和按照双方主管当局同意的条件在对方国家的领土上举办展览会提供便利。

对用于展览的货物、样品的免征关税和其他类似费用以及这类货物、样品的运入、运出、出售和处理均应根据举办展览所在国的法律办理。

第六条

两国贸易机构或进出口商之间有关商业交易的争议，缔约双方应鼓励当事人通过友好协商解决。如经过协商不能解决，应按照合同或与合同有关的其它协议所规定的仲裁条款提交仲裁。缔约双方应鼓励当事人通过两国的仲裁机构进行仲裁。

第七条

根据缔约任何一方的要求，缔约双方应本着合作和互谅的精神，商谈扩大两国经济贸易关系的措施，并解决有关执行本协定所发生的问题。

谈判的地点和时间将由双方商定。

第八条

本协定期满后，协定的各项规定仍可继续适用于在协定期满前已达成但尚未执行完的交易。

第九条

本协定自签字之日起生效，有效期为一年。如缔约任何一方未在本协定期满前至少三个月以书面形式通知对方要求终止本协定，本协定则自动延长一年，并依此法顺延。

经缔约双方同意，可对本协定进行修改或补充。

本协定于一九九六年七月十九日在北京签订，一式两份，每份都用中文、高棉文和英文写成，三种文本同等作准。如遇分歧，以英文文本为准。

中华人民共和国政府
代表
陈新华

柬埔寨王国政府
代表

Trade Agreement Between the Government of the People's Republic of China and the Government of the Kingdom of Cambodia

Whole document

The Government of the People's Republic of China and the Government of the Kingdom of Cambodia (hereinafter referred to as the Contracting Parties), desirous of developing and strengthening economic and trade relations between the two countries on the basis of equality and mutual benefit, have, through friendly consultation, agreed as follows:

Article I

The Contracting Parties shall take all appropriate measures to promote the expansion of economic and trade relations between the two countries within the framework of this Agreement as well as the laws and regulations in force in their respective countries.

Article II

The Contracting Parties shall grant each other most-favored-nation treatment on the basis of full reciprocity with respect to customs duties and other taxes and duties as well as requirements and formalities of customs clearance applicable to trade exchange between the two countries.

The provisions of the preceding paragraph shall not apply to:

a) Preferences and advantages which either of the Contracting Parties has granted or may grant to its neighboring countries in order to facilitate border trade;

b) Preferences and advantages which result from any customs unions or free trade areas or regional economic groupings to which either of the Contracting Parties is or may become a Party.

Article III

The import and export of goods/commodities between the two countries will be carried out in accordance with the laws and rules in force in their respective countries affecting import, export and foreign exchange and with the international trade norms, and on the basis of commercial transactions concluded between trade organizations or import and export traders of the two countries.

Article IV

All current payments for trade between the two countries shall be made in freely convertible currencies in accordance with the foreign exchange regulations effective in their respective countries.

This does not, however, preclude other payment arrangements to be agreed upon by both parties to facilitate trade.

Article V

The Contracting Parties shall facilitate each other's participation in trade fairs to be held in either country, and arranging exhibition of either country in the territory of the other on terms to be agreed between the competent authorities.

Exemption from customs duties and other similar charges of articles and samples intended for fairs and exhibitions, as well as their entry, leaving, sale and disposition, shall be subject to the laws of the country where the fair or exhibition is held.

Article VI

The Contracting Parties shall encourage the adoption of friendly consultations for the settlement of disputes arising from commercial transactions between the trade organizations or import and export traders of the two countries. Failing this, the parties concerned shall

submit their cases to arbitration in accordance with arbitration clauses stipulated in contract provisions or other contract-related agreements. The Contracting Parties shall encourage the parties concerned to submit their cases to arbitration through arbitration agencies of the two countries.

Article VII

The Contracting Parties, upon request by either of them, shall, in the spirit of cooperation and mutual understanding, discuss measures aimed at broader economic and trade relations between the two countries and solution of problems, if any, arising from the implementation of this Agreement.

The place and date of such discussion shall be established by mutual agreement.

Article VIII

The provisions of this Agreement shall continue to be applied after it has expired to all commercial transactions concluded but not fully performed before the termination of this Agreement.

Article IX

This agreement shall come into force on the date of its signature and shall remain valid for a period of one year. Thereafter, it shall be automatically extended for subsequent periods of one year each unless a written notice of termination is given by either Contracting Party at least three months prior to its expiration.

Any amendment or supplement to this Agreement may be made upon acceptance by the Contracting Parties.

Done in Beijing on the 19th day of July, 1996 in two originals in the Chinese, Khmer and English languages, all the three texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of the

For the Government of

People's Republic of China

the Kingdom Cambodia