

法規名稱：PROTOCOL BETWEEN THE CHINA EXTERNAL TRADE DEVELOPMENT COUNCIL AND THE SOUTH AFRICAN CHAMBER OF BUSINESS FOR THE IMPLEMENTATION OF THE ROCSA CARNET SYSTEM (AD.1991.07.31)

簽訂日期：民國 80 年 07 月 31 日

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The China External Trade Development Council and the South African Chamber of Business (hereinafter referred to as "THE PARTIES"), have agreed to organize by means of the present Protocol, a system of international customs deposits in respect of import duties chargeable on the temporary admission of goods in the customs territories within their areas of competence, when such goods are covered by a customs carnet, (hereinafter referred to as a "ROCSA carnet").

The present Protocol relates to the temporary admission of all goods which can circulate freely for international trade purposes under the AGREEMENT between THE GOVERNMENT OF THE REPUBLIC OF CHINA and THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA on the ROCSA GARNET for the temporary duty-free admission of goods, which Protocol was signed on behalf of THE PARTIES on the 9th day of August, 1991 (hereafter referred to as "THE AGREEMENT") and according to the modalities set forth therein.

FOR THE PURPOSES OF THE PRESENT PROTOCOL:

Article 1

- (a) the term "import duties" means customs duties and all other duties and taxes payable on or in connection with importation, and shall include all internal taxes and excise duties chargeable on imported goods, but shall not include fees and charges which are limited in amount to the approximate cost of services rendered and which do not represent an indirect protection to domestic products or a taxation of imports for fiscal purposes;
- (b) the term "temporary admission" means temporary importation free of import duties in accordance with the conditions laid down in THE AGREEMENT or by the national laws and regulations of the country of importation;
- (c) the term "transit" means the conveyance of goods from a customs office in the territory of temporary admission or transit of a PARTY signatory of the present Protocol to another customs office within the same territory, in accordance with the conditions laid down in the national laws and regulations of the contracting PARTY;
- (d) the term "customs carnet" means the document hereinafter referred to as a ROCSA carnet and reproduced as annexure 1 to the present Protocol of which it is an integral part;
- (e) the term "guaranteeing association" means a Chamber of Comm-

erage or an organization of Chambers of Commerce or any other organization or Council which

- (i)- has been approved by the customs authorities of its country to guarantee payment of the import duties owed to them in respect of goods covered by ROCSA carnets
  - (ii)- has organised with the Chambers of Commerce of its area or with other associations or other organizations or Councils a national guarantee system enabling them to deliver ROCSA carnets.
- (f) the term "person" means both natural and legal persons, unless the context otherwise requires.

#### Article 2

The undersigned guaranteeing associations declare that ROCSA carnets issued under their responsibility are delivered in accordance with the articles laid down in THE AGREEMENT.

The guaranteeing associations will keep each other informed of the operations of temporary admission or transit in respect of which they accept to guarantee ROCSA carnets.

#### Article 3

When they have been approved by their national customs authorities for the purpose of guaranteeing the payment of import duties in respect of goods coming under the present Protocol, the signatories of the Protocol shall guarantee the payment of import duties in respect of goods dispatched by their nationals to countries covered by said Protocol.

However, such approval can only be given to one guaranteeing association in each country.

In countries where there are exchange control regulations, the guaranteeing associations shall not be entitled to give their guarantee unless their exchange control office has undertaken to authorise all transfers necessary for the settlement of debts contracted vis-a-vis other guaranteeing associations on account of such guarantees.

#### Article 4

The period of validity of the ROCSA carnet shall not exceed one year as from the date of delivery of any carnet.

#### Article 5

The conditions for the grant of its guarantee shall be freely determined by each PARTY. When the guarantee is granted, the authorised guarantor organization shall affix its visa in accordance with a model form confirmed by both PARTIES (see annexure 2) on the ROCSA carnet before issuing it to the bearer.

#### Article 6

The guarantee granted shall be surety for the payment of import duties which would be due to the customs authorities of the temporary admission country in the event of the goods introduced in the said country not being re-exported within the prescribed period. The guarantee shall further cover, up to 10% of the amount

of import duties, the payment of any other sums which would have had to be deposited by the importer if there had been no guarantee.

#### Article 7

When the goods covered by the guarantee granted by a signatory of the present Protocol, duly approved in the country of origin, are introduced into one country of destination, the guarantee of the guaranteeing association approved by the customs authorities in the latter country shall immediately and automatically be substituted for the original guarantee.

#### Article 8

Should the goods covered by the guarantee not be duly re-exported from the importing country of temporary admission within the prescribed period, and thus become liable for import duties, the guaranteeing association of the said country shall pay the import duties owed to the creditor customs administration.

The guaranteeing association which will have thus settled the import duties in respect of goods covered by the guarantee shall request the guaranteeing association which granted the initial guarantee to refund the duties paid on behalf of the importer.

#### Article 9

Calls for repayment shall be accompanied by proof of payment (customs receipts in original or duly certified photocopy).

Repayments shall be made within two months after receipt of proof of payment.

Claims for refunds shall relate to the duties paid in the national currency to the creditor Customs Administration and not to such duties expressed in another currency. Transfer of funds shall accordingly then be made in the currency of the country raising the claim for payment.

#### Article 10

Any infringement of the present Protocol by either of the PARTIES may render this Protocol avoidable at the instance of the aggrieved PARTY, and subject to re-negotiation of an acceptable substitution.

#### Article 11

All differences, disputes or contestations between the undersigned guaranteeing associations in connection with the application of the provisions of the present Protocol shall, upon failure to reach agreement thereon, be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

#### Article 12

This Protocol shall come into force on the date of signature thereof and shall remain in force until the expiry of 90 days from the date on which either of the PARTIES shall have given the other PARTY notice in writing of its intention to terminate the P-

rotocol.

Any revision of this Protocol, or the termination thereof, shall be effected without any prejudice to any rights or obligations accruing or incurred under this Protocol prior to the effective date of such revision or termination.

In witness whereof the undersigned, being duly authorized by the customs authorities of their respective countries, have signed this Protocol.

Done in duplicate, in the English and Chinese languages, however, in case of any divergence of interpretation, the English text shall prevail.

On this 31st day of July, 1991 and on this 9th day of August, 1991.

(Signed)

AGUSTIN TINGTSU LIU  
SECRETARY GENERAL  
CHINA EXTERNAL TRADE  
DEVELOPMENT COUNCIL  
IN TAIPEI

(Signed)

RAYMOND W. K. PARSONS  
DIRECTOR GENERAL  
SOUTH AFRICAN CHAMBER OF  
BUSINESS  
IN JOHANNESBURG