

法規名稱：PROTOCOL BETWEEN THE CHINA EXTERNAL TRADE DEVELOPMENT COUNCIL AND THE WELLINGTON CHAMBER OF COMMERCE FOR THE IMPLEMENTATION OF THE NZCIO/BOFT CARNET SYSTEM (AD.1994.01.20)

簽訂日期：民國 83 年 01 月 20 日

生效日期：民國 83 年 01 月 20 日

The China External Trade Development Council and The Wellington Chamber of Commerce (hereinafter referred to as "the Parties") having been authorized by the Customs authorities of their respective territories to act as the sole issuing and guaranteeing organisations in the mutual implementation of the NZCIO/BOFT carnet system in order to facilitate the procedures for the temporary duty-free importation of goods, Have reached the following understandings:

1. For the purpose of the present Protocol:

- (a) the term "import duties" will have the same meaning as that given in clause 1(a) of the Memorandum of Understanding of the NZCIO/BOFT Carnet for the temporary admission of goods signed at Taipei on December 2, 1993 between the Board of Foreign Trade in Taipei and the New Zealand Commerce and Industry Office.
- (b) the term "goods" will conform to the definition given in clause 3 of the aforementioned Memorandum of Understanding.

2. When both Parties have been approved by their respective Customs authorities for the purpose of guaranteeing the payment of import duties in respect of goods which are the subject of the present Protocol, both Parties are entitled to guarantee the payment of import duties in respect of goods dispatched from the territory of one Party to the territory of another Party. The Parties will, where necessary, obtain approval in advance from their respective foreign exchange control offices for the settlement of all debts contracted as a result of these guarantees.

3. The conditions for the grant of guarantee will be freely determined by each Party. When the guarantee is granted, the authorised guarantor organisation will affix its common seal in accordance with the model form confirmed by both Parties (see attachment) on the NZCIO/BOFT carnet before issuing it to the bearer.

4. The guarantee granted will be surety for the payment of the import duties which would be due to the Customs authorities of the parties to this protocol in the event of the imported goods in question not being re-exported within the prescribed period. The guarantee will further cover, up to 10% of the amount of the import duties, and the payment of any other sum which would have had to be deposited by the importer if there had

been no guarantee.

5. When the goods covered by the guarantee given by the authorised guarantor organization in the territory of origin are introduced into the territory of destination, the guarantee of the authorised guarantor organization in the latter territory will immediately and automatically be substituted for the original guarantee.
6. Should the merchandise covered by the guarantee not be duly re-exported from the importing territory within the prescribed period and thus become liable for import duties, the authorised guarantor organization in that territory will pay the import duties due to the creditor Customs Administration.
7. Any Party which has settled the import duties in respect of merchandise covered by the guarantee in accordance with clause 6 above may request the other Party to refund the duties paid on behalf of the importer.
8. Calls for repayment must be accompanied by proof of payment (Customs receipts) in original or photocopy. Repayment will be made within two months after receipt of proof of payment.
9. Any dispute between the Parties concerning the interpretation or application of the present Protocol will be settled by negotiation between them.
10. This Protocol will take effect from the date of its signature and will remain effective until the expiry of 90 days from the date of which either of the Parties has given the other Party notice in writing of its intention to terminate the Protocol.

Any revision of this Protocol or its termination will 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.

Signed in the English language.

Done at Taipei, on 17 December, 1993 Done at Wellington, on 20 January 1994

AGUSTIN TINGTSU LIU  
[Signed]  
SECRETARY GENERAL  
CHINA EXTERNAL TRADE  
DEVELOPMENT COUNCIL

RAY HARDING  
[Signed]  
CHIEF EXECUTIVE  
WELLINGTON CHAMBER OF COMMERCE