

法規名稱：AGREEMENT OF EXPRESS MAIL SERVICE BETWEEN THE POSTAL ADMINISTRATION OF THE RPEUBLIC OF KAZAKHSTAN AND THE POSTAL ADMINISTRATION OF TAIWAN

簽訂日期：民國 90 年 05 月 01 日

生效日期：民國 90 年 05 月 01 日

Article 1. Agreement Subject

The Postal Administration of the Republic of Kazakhstan and the Postal Administration of Taiwan, further together named "Contracting Parties", on a bilateral basis and on conditions which are mentioned below, have concluded this Agreement and have established an exchange of items of the Express Mail Service (EMS)

Article 2. Definitions

- 1.The EMS is the quickest postal service by physical means. It shall consist of the collection (reception), dispatch (transporting) and delivery in very short space of time (most possible short time) of EMS items (correspondence, documents and goods)
- 2.The services of EMS service are rendered to legal entities (enterprises, organizations, firms, and foreign representations) and also to individuals.
- 3.In dependence on conditions of the collection (reception) of items Cbntracting Parties may operate the following types of EMS:
4.
 - * Programmed items shall be accepted on the base of contract between Contracting Party of posting and the sender. This contract shall lay down the timetable for posting and conveying EMS items as well as their frequency;
 - * On-demand items shall be accepted without any contractual arrangement and without any previously laid down frequency.

Article 3. Network of EMS

The EMS service operates in accordance to this Agreement in the Republic of Kazakhstan and Taiwan, in cities defined by each of

the Contracting Parties.

Article 4. Prohibited articles

- 1.The prohibitions provided for in the Universal Postal Union Convention are applicable to EMS items, as are the restrictions on importation and transit given in the List of Prohibited Articles published by the International Bureau of the Universal Postal Union. Valuable articles as defined in the Universal Postal Convention are not be admitted.

Article 5. Limits of weight and size

- 1.The weight of EMS letter item may not exceed 2 kg.
- 2.The weight of a parcel with EMS items may not exceed 20 kg.
- 3.The weight of a bag with EMS items may not exceed 30 kg.
- 4.EMS items may not exceed 1,5 meters for any one dimension or 3 meters for the sum of length and the greatest circumference measured in a direction other than the length.

Article 6. Forwarding of EMS items

EMS items shall be sent by the fastest prearranged means of transport from the time of posting (from the time they are collected from the sender) to delivery.

Article 7. Tariffs

- 1.Each of the Contracting Parties fixes tariffs for EMS service independently.
- 2.The Contracting Party of origin keeps in its benefit the collected payments for dispatched EMS items (other International EMS services).

Article 8. Remuneration in the case of imbalance and other compensations

- 1.In the event of the imbalance occurred in exchanges, the Contracting Party which receives a greater number of items has the right to claim from the other Contracting Party a remuneration

for the costs of services (imbalance charge) in respect of each surplus item received.

2. Each Contracting Party may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services. Any changes in imbalance charge shall be advised at least 3 months in advance of the implementation date and shall remain in force at least 12 months (years).
3. The Contracting Parties have fixed during the first year from the date of signing this Agreement the following rate of imbalance charge:
 - 7 SDR for each EMS item.
4. The final expenses rates, fixed in the Universal Postal Convention are not applied to EMS items, subject to an exchange within this Agreement.
5. Contracting Party of origin is not obliged to pay to a Contracting Party of destination imbalance charge for delivery of EMS items lost and/or not found on the latter's territory.

Article 9. Custom clearance

1. Custom clearance of EMS items is realized according to the legislation of each Contracting party.
2. Each Contracting party shall make all arrangements necessary for the fastest possible customs clearance of EMS items.

Article 10. Liability

1. Contracting Parties are liable against its clients and against each other in cases of loss, damage, theft or delay of EMS items.
2. In the event of loss, theft or damage of EMS item takes place on the territory of one Contracting Party, it shall make to other Contracting Party indemnity payments appropriate to real cost of the item, except for the cases occurred owing to the circumstances of force major. Such indemnity payments have the following limitations in the total sum:
 - 30 SDR. if item contained the documents:

- 130 SDR. if item contained the goods.
- 3. Contracting Party of origin is obliged to pay to the applicant an indemnification for delivery delay of EMS items in case of documentary confirmation provided of such delay.
- 4. If the delivery delay of EMS items takes place on the territory of the Contracting Party of destination on its fault, the Contracting Party of origin has the right to claim reimbursement at half of the postage for such EMS item.
- 5. The Contracting Party of origin bears responsibility before the Contracting Party of destination for damages caused by prohibited items to other items.

Article II. Undeliverable items

EMS item refused by the addressee or an undeliverable item shall be returned to the Contracting Party of origin. by EMS thus neither Contracting Party shall charge the other for the return expenses of undeliverable items.

Article 12. Reforwarding of mis-sent items or bags

- 1 Each mis-sent item or bag shall be reforwarded to its proper destination by the most direct means used for the EMS by the Contracting party which received it. thus neither Contracting Party shall charge the other for the reforwarding of mis-sent items. The Contracting Party. which has received the mis-sent item. shall advise the other Contracting Party by CN 43.
- 2 If items received by the Contracting Party. which does not make exchanges with a Postal Administration of destination, the items shall be returned to the Contracting Party of origin.

Article 13. Reclamation and inquiry responds

- 1. Contracting Parties shall reply within 48 hours for requests for information of EMS item. The reply shall be sent by the same means as that used for the corresponding request for information (i.e., by telex, telephone, EMS, electronic mail, etc).

2.Reclamation shall only be accepted within a period of 3 months of the day following the day of posting.

Article 14. Temporary suspension of service

where justified by extraordinary circumstances (force major), either Contracting Party may completely or temporarily suspend the EMS service. The other contracting Party must be informed immediately of such a suspension and of the resumption of the service by telex, telephone, telegram, electronic mail or facsimile .

Article 15. Detailed Regulation

- 1.Details of implementation of this Agreement shall be governed by its Detailed Regulations, which are an integral part of this Agreement.
- 2.Alterations and Amendments in the Detailed Regulations are made in the order established in this Agreement.

Article 16. Alterations and Amendments

This Agreement may be altered or amended only by mutual consent by means of additional agreement signed by authorized representatives of the Contracting Parties.

Article 17. Arbitration

- I.Any disputes or dissents, which arise between the Contracting Parties concerning this Agreement. shall be resolved by negotiations.
- 2.If the Contracting Parties have not achieved mutual satisfaction. the disputes or dissents shall be settled by arbitration . following the arbitration procedures of the General Regulations of the Universal Postal Union.

Article 18. Application of the Universal Postal Convention

The Universal Postal Convention and its Detailed Regulations shall be applicable, where appropriate by analogy. in all cases

not expressly governed by this Agreement and its Detailed Regulations.

Article 19. Entry Force and Duration

- 1.This Agreement shall enter into force on the date of signing it by the authorized representatives of both Contracting Parties.
- 2.This Agreement shall expire six months after either administration notifies the other in writing of termination.
- 3.All payments between Contracting Parties must be settled before the termination of this Agreement.

Article 20. Other conditions

- 1.All appendices and additional agreements to this Agreement are an integral part of this Agreement.
- 2.This Agreement made in Russian, English languages in 2 authentic copies, having identical legal force, - 1 for each Contracting Party.

On behalf of the Postal Administration of Taiwan
Directorate General of Posts Taipei, Taiwan

Cheng Wen-Jan

Director General of Posts

Date: May 1, 2001
