

法規名稱：AN AGREEMENT FOR THE EXCHANGE OF EMS [BETWEEN THE POST ADMINISTRATION OF TAIWAN, ROC AND THE POSTAL SAVINGS CORPORATION IN REPUBLIC OF YEMEN]

簽訂日期：民國 87 年 07 月 20 日

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AN AGREEMENT FOR THE EXCHANGE OF EMS SERVICE

On 20/7/1998 An agreement was reached between:

First Party:

(Post & Postal Savings Corporation) in Republic of Yemen.

Second Party:

POST ADMINISTRATION OF TAIWAN, ROC

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to exchange Express Mail Service on the following basis:

Article (1) definitives:

The EMS Service is the most fast and reliable postal Service it relates to pooling despatching and distribution of correspondence, documents, merchandise during an extremely short duration of time as per the prescribed delivery standards.  
It has a special and distinguished treatment.

Article (2): Types of Service:

Two types of service:

- a. Programmed service: It is a regularly scheduled service according to a contract concluded between the concerned Administration and the customer.
- b. Service on Demand: It is irregular and without a prearrangement, only offered on the demand of the customer

Article (3) MERCHANDISE:

EMS items may contain  
merchandise goods unless otherwise  
specified.

Article (4) CUSTOMS TREATMENT

Each party shall take all necessary measures to facilitate and speed - up customs treatment as shortly as possible.

#### Article (5) WEIGHTS & DIMENSIONS LIMITS:

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EMS items are admitted up to 20 kgs for each consignment. Dimensions should not exceed 1.5 M. on any direction and 3 M. for the sum of length and girth taken together in a direction other than the length's direction.

#### Article (6) RATES:

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The despatching Administration shall determine the rates on EMS items and shall keep the revenues for its own.

#### Article (7) PROHIBITIONS:

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All prohibitions provided for in the UPU Convention shall be applied on EMS items along with imports & transit restrictions published by the IB. Also items in conflict with the tenets of Islam are in conflict with the tenets of Islam are prohibited. Items not in consistence with the rules and regulations of the country of destinations and equally not allowed.

#### Article (8) FORWARDING of DESPATCHES

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- a EMS items shall be despatched by the already specified means through available flights without being confined to national Carriers. Each party shall supply the other party with the flight schedules, the name of the carriers, flight number, departure and arrival times.
- b Each party shall determine the offices of exchange and the concerned party shall be committed to despatch them to those offices.
- c Each party shall refrain from remiling process to benefit from rates of from the lowest imbalance charges.
- d Each party shall accept EMS items for offices covered by the service network of the other party.

#### Article (9) INDEMNITY IN CASE OF IMBALANCE:

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No imbalance charges shall be collected unless the difference is at least (100) items and in this case the amount of indemnity shall be as follows:

- a. (5) S.D.R. for each incoming items for the first party.
- b. (5) S.D.R. for each incoming items for the second party.
- c. Lost or untraceable items in the country of destination shall be exempted.
- d. Items returned to origin shall be excluded when preparing the accounts of the imbalance charge.

- e. This clause may be reviewed if the interests of any of the two parties are harmed by the rising cost of the service, provided that the demanded increase of the imbalance charges shall be based on objective and through study at the country of destination.
- f. Accountancy and payment of charges shall be settled at the end of each Gregorian year

#### Article (10) LIABILITY:

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The Administration in which an irregularity took place shall be liable to pay the indemnity for the loss, theft, damage or delay of items. The maximum amount of indemnity shall be fixed as follows:

- a. (1/30) S.D.R. for each item containing only documents.
- b. (1/30) S.D.R. for each item containing merchandise goods.
- c. The incumbent Administration shall pay full charges when the liability is established in the above cases (loss, theft, damage or delay).

#### Article (11) UN DELIVERABLE ITEMS:

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An item shall be returned to origin if refused by the addressee and if proved undeliverable after a period not exceeding 5 days from date of receipt.

Returned items shall be free of extra charges and through the EMS. Each party that returns an item shall explain the cause of non-delivery in writing on the item or by a label or a stamp.

#### Article (12) REDIRECTION OF DESPATCHES:

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Any missing items or bags shall be returned to its proper destination by direct means used by the concerned Administration. The administration of origin shall be notified thereof, and shall be charged the return fees.

#### Article (13) IRREGULARITIES:

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The Administration of origin shall be immediately informed of any missing or damaged item or of any delay in treatment

#### Article (14) RECLAMATIONS:

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- a. Each party shall reply to the reclamations and inquiries concerning the EMS items through the concerned office of exchange.
- b. Replies shall be furnished as promptly as possible and by the same means. The result of investigations shall be communicated in period not exceeding one week, whether positive or negative

Article (15):EXCHANGE OF INFORMATION:

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- a.Each party shall communicate to the other party the names of offices covered by the EMS network.
  - b.The two parties shall exchange information related to delivery standards, determined according to the available flight schedules.
  - c.The Administration of origin shall furnish the Administration of destination before at least 10 days from the start of implementation of the programmed service, with the following particulars:
    - (1) Full names and addresses of the sender and addressee.
    - (2) Days of despatching and condition
    - (3) Date of first despatch.
- Any change in the above information or any suspension shall be communicated to the other party.

Article (16) TEMPORARY SUSPENSION OF THE SERVICE:

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Each party is entitled to temporarily suspend the service in case of emergency conditions. The second party shall be immediately notified of the suspension and the possible resumption, date by Fax, or telex or by telephone.

Article (17) APPLICATION OF THE UPU CONVENTION:

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The UPU Convention and its detailed regulations as well as the standards EMS Agreement shall be put into force in all cases not explicitly prescribed in the agreement.

Article (18) PERIOD OF AN AGREEMENT

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the Agreement shall enter into force effective / /19 and shall continue to be valid unless any of the two parties demands its cancellation or suspension, by a written notice in a period not less than 3 months from the proposed date of suspension.

Signature:

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For first party:

Name:Eng. Abdulah M. AL Kabous

Job:The General manager

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For second party

Chen Chiung-ling

Name:.....

Director General of Posts