

TRADE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA

The Government of the Republic of Indonesia and the Government of the People's Republic of China, hereinafter referred to as the Contracting Parties;

Desirous of expanding and strengthening trade relations between the two countries on the basis of the principles of equality, fair trade and mutual benefit for the purpose of enhancing their respective economic development;

Have agreed as follows :

ARTICLE I

The Contracting Parties shall promote the expansion of trade relations between the two countries within the framework of this Agreement and in accordance with their respective laws and regulations.

ARTICLE II

The Contracting Parties, within the limit of laws and regulations in force in their respective countries shall grant each other most-favored-nation treatment with respect to customs duties and other taxes and duties applicable to trade exchange between the two countries.

ARTICLE III

The provisions of Article II shall not apply to :

(a). Preferences and advantages which either of the Contracting Parties has granted or may grant to neighbouring countries in order to facilitate their frontier trade; and

(b). Exclusive preferential treatment which results from any customs unions or free trade areas or regional economic groupings to which either of the Contracting Parties is or may become a member.

ARTICLE IV

The Contracting Parties shall, subject to their respective import, export, foreign exchange, commodity inspection and other laws and regulations, provide the maximum facilities possible for the purpose of harmonious expansion of bilateral trade between the two countries.

ARTICLE V

All trade payments between the two countries shall be made in freely convertible currencies, subject to foreign exchange laws and regulations effective in their respective countries.

ARTICLE VI

Each Contracting Party shall facilitate the participation by the other Contracting Party or its nationals in trade fairs or exhibitions to be held in its territory, subject to such terms and conditions as may be imposed by the competent authorities of the country where the trade fairs or exhibitions are to be held.

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

ARTICLE VII

Goods of all kinds of no commercial value used only as samples for obtaining orders and not intended for sale originating from the territory of either of the Contracting Parties shall be exempted from customs duties on entry into the territory of the other Contracting Party.

ARTICLE VIII

The representatives of the Contracting Parties, upon request by either of them, shall in the spirit of cooperation and mutual understanding discuss measures aimed at broader trade relations between the two countries and solution of problems arising from the implementation of this Agreement. The place and date of such discussions shall be established by mutual agreement.

A joint committee could be established if deemed necessary by mutual consent.

ARTICLE IX

The provisions of this Agreement shall not in any way limit the right of either Contracting Party to apply prohibition or restriction of any kind which is directed to the protection of its essential security interest, or to the protection of public health or the prevention of diseases and pests in animals or plants.

ARTICLE X

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 XI

This Agreement shall come into force on the date of its signing for a period of one year. It shall remain in force automatically for subsequent periods of one year each, if neither of the Contracting Parties gives a written notice of termination at least three months prior to the expiry of this Agreement.

At the request of either Contracting Parties, the present Agreement may be revised by mutual consent.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective governments, have signed the present Agreement.

Done in Jakarta, on the 8th of August 1990 in two original copies in English.

Signed

For the Government of the
Republic of Indonesia

Signed

For the Government of the
People's Republic of China