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AUGLÝSING

um tollasamning um A.T.A. ábyrgðarskjöl fyrir innflutning á vörum um stundarsakir.

Hinn 16. júní 1970 var aðalritara Tollasamvinnuráðsins í Brüssel afhent aðildarskjal Íslands varðandi tollasamning um A.T.A. ábyrgðarskjöl fyrir innflutning á vörum um stundarsakir. Gildistaka samningsins fyrir Ísland miðast við 16. september 1970.

Samningurinn ásamt íslenzkri þýðingu er birtur sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 19. ágúst 1970.

Emil Jónsson.

Pétur Thorsteinsson.

Fylgiskjal.

TOLLASAMNINGUR

um A.T.A. ábyrgðarskjöl fyrir innflutning á vörum um stundarsakir (A.T.A. samningur)

Inngangur.

Ríki þau, sem undirritað hafa samning þennan,

sitja fund á vegum Tollasamvinnuráðsins og samningsaðila Hins almenna samkomulags um tolla og viðskipti (GATT) í samráði við Menningarmálastofnun Sameinuðu þjóðanna (UNESCO),

hafa hliðsjón af tillögum fulltrúa alþjóðaviðskipta og annara hagsmuna um að auðvelda framkvæmd á tollfrjálsum innflutningi vara um stundarsakir,

CUSTOMS CONVENTION

on the A.T.A. carnet for the temporary admission of goods (A.T.A. Convention)

Preamble.

The States signatory to the present Convention.

Meeting under the auspices of the Customs Co-operation Council and the Contracting Parties to the General Agreement on Tariffs and Trade (GATT), in consultation with the United Nations Educational, Scientific and Cultural Organisation (UNESCO),

Having regard to proposals made by representatives of international trade and other interests for facilitating the procedures for the temporary duty-free importation of goods,

Reykjavík. Ríkisprentsmiðjan Gutenberg.

eru sannfærð um, að samræmd framkvæmd á tollfrjálsum innflutningi vara um stundarsakir mundi vera til töluverðs hagræðis fyrir starfsemi á sviði viðskipta og menningar og mundi tryggja meiri samrímingu og einingu á tollafyrirkomulagi samningsríkjanna,

og hafa þau því orðið ásátt um eftirfarandi ákvæði:

Convinced that the adoption of common procedures for the temporary duty-free importation of goods would afford considerable advantages to international commercial and cultural acivities and would secure a higher degree of harmony and uniformity in the Customs systems of the Contracting Parties,

Have agreed as follows:

I. KAFLI
Skýrgreiningar og löggilding.

1. gr.

Í samningi þessum:

a) þýðir hugtakið „innflutningstollar" tolla og hverskonar önnur gjöld og skatta, sem greiða ber við eða í sambandi við innflutning, þ. á. m. innlend gjöld og kvaðir, sem greiða ber af innfluttum vörum, en taka ekki til gjalda og álaga, sem að upphæð eru takmörkuð við kostnað af veittri þjónustu og fela ekki í sér óbeina vernd innlendra vara eða álög á innflutning í fjáröflunarskyni;

b) þýðir hugtakið „innflutningur um stundarsakir" tollfrjálsan innflutning um stundarsakir í samræmi við skilyrði þau, sem sett eru samkvæmt samningum þeim, er vitnað er til í 3. gr. samnings þessa eða í lögum og reglugerðum innflutningslandsins;

c) þýðir hugtakið „gegnumflutningur" flutning á vörum frá tollstöð á landssvæði samningsríkis til annarrar tollstöðvar á sama landssvæði, samkvæmt skilyrðum þeim, sem sett eru í lögum eða reglugerðum þess samningsríkis;

d) þýðir hugtakið „A.T.A." „ábyrgðarskjal" (Admission Temporaire-Temporary Admission) skjal það, sem prentað er sem fylgiskjal samnings þessa;

Chapter I.
Definitions and approval.

Article 1.

For the purposes of the present Convention:

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 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 by the Conventions referred to in Article 3 of the present Convention 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 a Contracting Party to another Customs office within the same territory, in accordance with the conditions laid down in the national laws and regulations of that Contracting Party;

d) the term "A.T.A. carnet" (Admission Temporaire — Temporary Admission) means the document reproduced as the Annex to the present Convention;

e) þýðir hugtakið „útgáfusamtök“ samtök löggilt af tollyfirvöldum samningsríkis til að gefa út A.T.A. ábyrgðarskjöl á landssvæði þess samningsríkis;

f) þýðir hugtakið „ábyrgðarsamtök“ samtök, sem löggilt eru af tollyfirvöldum samningsríkis til að ábyrgjast fjárhæðir þær, er nefndar eru í 6. gr. samnings þessa á landssvæði þess samningsríkis;

g) þýðir hugtakið „Ráðið“ stofnun þá, sem byggist á Samningi um Tollasamvinnuráð, er gerður var í Brüssel hinn 15. desember 1950;

h) þýðir hugtakið „einstaklingur“ bæði einstaklinga og persónur að lögum, nema annað leiði af samhengi.

2. gr.

Löggildingu útgáfusamtaka eins og gert er ráð fyrir í (e) málsgrein 1. greinar þessa samnings, má binda því skilyrði að verð A.T.A. ábyrgðarskjala verði í samræmi við kostnað af veittri þjónustu.

II. KAFLI
Gildissvið.

3. gr.

1. Sérhver samningsaðili skal veita A.T.A. ábyrgðarskjölum viðtöku í stað gildandi tollskjala, og sem tryggingu fyrir þeim fjárhæðum, sem 6. grein þessa samnings getur um. Skal ábyrgðarskjalið hafa gildi á landssvæði samningsaðila og vera gefið út og notað í samræmi við ákvæði þessa samnings um vörur, sem fluttar eru inn um stundarsakir samkvæmt:

a) tollasamningi um innflutning um stundarsakir á atvinnutækjum, gerður í Brüssel 8. júní 1961,

b) tollasamningi varðandi hlunnindi vegna innflutnings á vörum til kynninga eða notkunar á sýningum, vörusýningum, fundum og við önnur

e) the term "issuing association" means an association approved by the Customs authorities of a Contracting Party for the issue of A.T.A. carnets in the territory of that Contracting Party;

f) the term "guaranteeing association" means an association approved by the Customs authorities of a Contracting Party to guarantee the sums referred to in Article 6 of the present Convention, in the territory of that Contracting Party;

g) the term "the Council" means the organisation set up by the Convention establishing a Customs Cooperation Council, done at Brussels on 15th December 1950;

h) the term "person" means both natural and legal persons, unless the context otherwise requires.

Article 2.

The approval of an issuing association envisaged in paragraph (e) of Article 1 of the present Convention may be subject, in particular, to the condition that the price of A.T.A carnets shall be commensurate with the cost of services rendered.

Chapter II.
Scope.

Article 3.

1. Each Contracting Party shall accept in lieu of its national Customs documents, and as due security for the sums referred to in Article 6 of the present Convention, A.T.A. carnets valid for its territory and issued and used in accordance with the conditions laid down in the present Convention, for goods temporarily imported under:

a) the Customs Convention on the temporary importation of professional equipment, done at Brussels on 8th June 1961,

b) the Customs Convention concerning facilities for the importation of goods for display or use at exhibitions, fairs,

svipuð tækifæri, gerður í Brüssel 8. júní 1961.

svo framarlega sem ríkið er aðili að þessum samningum.

2. Sérhvert samningsríki má einnig veita viðtöku A.T.A. ábyrgðarskjölum, sem gefin eru út og notuð samkvæmt sömu skilmálum til innflutnings á vörum um stundarsakir, samkvæmt alþjóðasamningum um tímabundinn innflutning eða samkvæmt tímabundnum innflutningsheimildum, sem hafa stoð í lögum og reglugerðum landsins sem flytur inn.

3. Sérhver samningsaðili má veita viðtöku A.T.A. ábyrgðarskjölum við gegnumflutning, sem eru útgefin og notuð með sömu skilmálum.

4. Óheimilt er að gefa út A.T.A. ábyrgðarskjal yfir vörur, sem ætlaðar eru til frekari vinnslu eða til viðgerðar.

meetings or similar events, done at Brussels on 8th June 1961,

in so far as it is a Contracting Party to those Conventions.

2. Each Contracting Party may also accept A.T.A. carnets, issued and used under the same conditions, for goods temporarily imported under other international temporary importation Conventions or for temporary admission procedures under its national laws and regulations.

3. Each Contracting Party may accept A.T.A. carnets issued and used under the same conditions for transit.

4. Goods intended for processing or repair shall not be imported under cover of A.T.A. carnets.

III. KAFLI
Útgáfa og notkun A.T.A. ábyrgðarskjala.

4. gr.

1. Óheimilt er útgáfusamtökum að gefa út A.T.A. ábyrgðarskjöl með lengri gildistíma en eitt ár frá útgáfudegi. Á kápu A.T.A. ábyrgðarskjalsins skal skýrt tekið fram í hvaða löndum skjalið hefur gildi og nöfn samsvarandi ábyrgðarsamtaka.

2. Þegar A.T.A. ábyrgðarskjal hefur verið gefið út, er óheimilt að bæta nýjum vöruheitum við vöruupptalningu á bakhlið kápusíðu ábyrgðarskjalsins eða á hvers konar framhaldsblaðsíðu, sem hefur verið skeytt við. (Almennur listi).

5. gr.

Ekki má tilgreina lengri tíma, en gildistíma A.T.A. ábyrgðarskjalsins við ákvörðun um hvenær endursending skal eiga sér stað á vörum, sem fluttar hafa verið inn samkvæmt skilmálum A.T.A. ábyrgðarskjalsins.

Chapter III.
Issue and use of A.T.A. carnets.

Article 4.

1. Issuing associations shall not issue A.T.A. carnets with a period of validity exceeding one year from the date of issue. They shall indicate on the cover of the A.T.A. carnet the countries in which it is valid and the names of the corresponding guaranteeing associations.

2. Once an A.T.A. carnet has been issued no extra item shall be added to the list of goods enumerated on the reverse of the front cover of the carnet, or on any continuation sheets annexed thereto (General List).

Article 5.

The period fixed for the re-exportation of goods imported under cover of an A.T.A. carnet shall not in any case exceed the period of validity of that carnet.

IV. KAFLI
Ábyrgðarsamtök.

6. gr.

1. Sérhver ábyrgðarsamtök skulu skuldbinda sig til að greiða tollyfirvöldum í því landi, þar sem þau eru stofnsett, þá upphæð, sem jafngildir tollgjöldum og hverskonar öðrum fjárhæðum, verði um vanefndir á þeim skilmálum, sem settir eru við innflutning um stundarsakir, eða við gegnumflutning á þeim vörum, sem innfluttar eru, samkvæmt A.T.A. ábyrgðarskjali gefnu út af samsvarandi útgáfusamtökum. Ábyrgðarsamtökin skulu bera ábyrgð einn fyrir alla og allir fyrir einn með þeim aðilum, sem skulda nefndar greiðslur.

2. Ábyrgð ábyrgðarsamtaka skal ekki nema hærri fjárhæð en tollgjöld að viðbættum tíu prósentum.

3. Þegar tollyfirvöld innflutningslandsins hafa án skilyrða gefið eftir ábyrgðarkröfu A.T.A. ábyrgðarskjals um vissar vörur, þá geta þessi yfirvöld ekki haldið sér að ábyrgðarsamtökunum með greiðslu samkvæmt 1. málsgrein þessarar greinar. Þrátt fyrir þetta má hafa uppi kröfu gagnvart ábyrgðarsamtökum, ef leitt er í ljós, að eftirgjöf á ábyrgð A.T.A. skjalsins var fengin með ósæmilegum eða sviksamlegum hætti, eða eigi hafi verið fylgt þeim skilyrðum, sem innflutningur um stundarsakir eða gegnumflutningur leyfði.

4. Tollyfirvöld skulu ekki undir nokkrum kringumstæðum, krefja ábyrgðarsamtökin um greiðslu þeirrar fjárhæðar, sem vísað er til í 1. málsgrein þessarar greinar, ef krafa hefur ekki verið höfð uppi gagnvart ábyrgðarsamtökunum innan árs, frá þeim degi sem ábyrgðarskjalið féll úr gildi.

V. KAFLI
Fullnæging á skuldbindingu samkvæmt A.T.A. ábyrgðarskjali.

7. gr.

1. Frá þeim degi, sem tollyfirvöld setja fram kröfu um greiðslu á fjár-

Chapter IV.
Guarantee.

Article 6.

1. Each guaranteeing association shall undertake to pay to the Customs authorities of the country in which it is established the amount of the import duties and any other sums payable in the event of non-compliance with the conditions of temporary admission, or of transit, in respect of goods introduced into that country under cover of A.T.A. carnets issued by a corresponding issuing association. It shall be liable jointly and severally with the persons from whom the sums mentioned above are due, for payment of such sums.

2. The liablity of the guaranteeing association shall not exceed the amount of the import duties by more than ten per cent.

3. When the Customs authorities of the country of importation have unconditionally discharged an A.T.A. carnet in respect of certain goods they can no longer claim from the guaranteeing association payment of the sums referred to in paragraph 1 of this Article in respect of these goods. A claim may nevertheless still be made against the guaranteeing association if it is subsequently discovered that the discharge of the carnet was obtained improperly or fraudulently or that there had been a breach of the conditions of temporary admission or of transit.

4. Customs authorities shall not in any circumstances require from the guaranteeing association payment of the sums referred to in paragraph 1 of this Article if a claim has not been made against the guaranteeing association within a year of the date of expiry of the validity of the carnet.

Chapter V.
Regularisation of A.T.A. carnets.

Article 7.

1. The guaranteeing association shall have a period of six months from the date

hæðum samkvæmt 1. málsgrein 6. greinar þessa samnings, skulu ábyrgðarsamtökin fá sex mánaða frest, til þess að leggja fram sönnun um endursendingu á vörum samkvæmt skilmálum þessa samnings, eða að einhvers konar önnur lögleg afgreiðsla á A.T.A. ábyrgðarskjalinu hafi átt sér stað.

2. Ef slík sönnun fæst ekki innan frestsins, sem veittur er, skulu ábyrgðarsamtökin leggja fram fjárhæðina til geymslu eða sem bráðabirgðagreiðslu. Þetta geymslufé eða bráðabirgðagreiðsla verður að endanlegri greiðslu þremur mánuðum frá þeim degi, sem fjárhæðin er sett í geymslu eða greidd til bráðabirgða. Á meðan seinni fresturinn er eigi útrunninn geta ábyrgðarsamtökin enn lagt fram sannanir samkvæmt fyrri málsgreininni, til þess að fá endurgreitt geymsluféð eða bráðabirgðagreiðsluna.

3. Greiðslur í samræmi við ákvæði síðustu málsgreinar, skulu taldar endanlegar í þeim löndum, þar sem lög og reglugerðir heimila ekki að tollgjöld séu sett í geymslu eða greidd til bráðabirgða. Fjárhæðin skal þó endurgreidd, ef sönnun samkvæmt 1. málsgrein þessarar greinar fæst innan þriggja mánaða frá greiðsludegi.

of the claim made by the Customs authorities for the sums referred to in paragraph 1 of Article 6 of the present Convention in which to furnish proof of the re-exportation of the goods under the conditions laid down in the present Convention or of any other proper discharge of the A.T.A. carnet.

2. If such proof is not furnished within the time allowed the guaranteeing association shall forthwith deposit, or pay provisionally, such sums. This deposit or payment shall become final after a period of three months from the date of the deposit or payment. During the latter period the guaranteeing association may still furnish the proof referred to in the preceding paragraph with a view to recovery of the sums deposited or paid.

3. For countries whose laws and regulations do not provide for the deposit or provisional payment of import duties, payments made in conformity with the provisions of the preceding paragraph shall be regarded as final, but the sums paid shall be refunded if the proof referred to in paragraph 1 of this Article is furnished within three months of the date of the payment.

8. gr.

1. Sönnun um endursendingu vara, sem fluttar eru inn samkvæmt ákvæðum A.T.A. ábyrgðarskjals, skal fengin með endursendingarvottorði, sem útfyllt er í ábyrgðarskjalinu af tollyfirvöldum þess lands, sem vörurnar eru fluttar inn í um stundarsakir.

2. Ef endursending vara hefur ekki verið staðfest í samræmi við 1. málsgrein þessarar greinar, geta tollyfirvöld innflutningslandsins, jafnvel þótt gildistími ábyrgðarskjalsins, hafi nú þegar runnið út, veitt viðtöku, sem sönnun um endursendingu vara:

a) upplýsingum, sem tollyfirvöld annars samningsaðila hafa skráð í ábyrgðarskjalið við innflutning eða endursendingu eða samkvæmt vottorði gefið

Article 8.

1. Evidence of re-exportation of goods imported under cover of an A.T.A. carnet shall be provided by the re-exportation certificate completed in that carnet by the Customs authorities of the country into which the goods were temporarily imported.

2. If the re-exportation of goods has not been certified in accordance with paragraph 1 of this Article, the Customs authorities of the country of importation may, even if the period of validity of the carnet has already expired, accept as evidence of re-exportation of the goods:

a) the particulars entered by the Customs authorities of another Contracting Party in the A.T.A. carnet on importation or re-importation or a certificate

út af þessum yfirvöldum og byggt er á þeim upplýsingum, sem skráðar eru á fylgiskjal, sem tekið hefur verið úr ábyrgðarskjalinu við innflutning eða endurflutning í land þeirra, með því skilyrði að upplýsingarnar fjalli sannanlega um innflutning eða endurinnflutning, sem hafi átt sér stað á eftir endursendingu þeirri, sem ætlunin er að sanna.

b) hverskonar skjalfastri sönnun um að vörurnar séu ekki lengur í landinu.

3. Í hverju því tilfelli, sem tollyfirvöld samningsaðila falla frá skilyrðum um endursendingu ákveðinna vara, sem fluttar eru inn í land þeirra samkvæmt ákvæðum A.T.A. ábyrgðarskjala, skulu ábyrgðarsamtökin aðeins losna undan skuldbindingum sínum, þegar þessi yfirvöld hafa vottfest í ábyrgðarskjalinu að skilmálum um þessar vörur hafi verið fullnægt.

9. gr.

Tollyfirvöld skulu hafa heimild til að taka sérstaka fyrirgreiðsluþóknun í þeim tilvikum, sem greint er frá í 2. málsgrein 8. greinar þessa samnings.

VI. KAFLI

Ýmis ákvæði.

10. gr.

Vottorð tollyfirvalda á A.T.A. ábyrgðarskjöl, sem notuð eru samkvæmt þeim skilmálum sem þessi samningur felur í sér, hafa ekki í för með sér afgreiðsluþóknun til tollyfirvalda ef þau eru gefin út á venjulegum afgreiðslutíma tollskrifstofa og stöðvar.

11. gr.

Í því tilviki, að A.T.A. ábyrgðarskjal eyðileggist, týnist eða er stolið á meðan vörurnar, sem skjalið nær til, eru í landi eins samningsaðila, skulu tollyfirvöld þess samningsaðila veita viðtöku, samkvæmt beiðni útgáfusamtaka og í samræmi við skilyrði, sem slík yfirvöld kunna að setja, öðru skjali, sem fellur

issued by those authorities based on the particulars entered on a voucher which has been detached from the carnet on importation or on re-importation into their territory, provided that the particulars relate to an importation or re-importation which can be proved to have taken place after the re-exportation which it is intended to establish;

b) any other documentary proof that the goods are outside that country.

3. In any case in which the Customs authorities of a Contracting Party waive the requirement of re-exportation of certain goods admitted into their territory under cover of an A.T.A. carnet, the guaranteeing association shall be discharged from its obligations only when those authorities have certified in the carnet that the position regarding those goods has been regularised.

Article 9.

In the case referred to in paragraph 2 of Article 8 of the present Convention, the Customs authorities shall have the right to charge a regularisation fee.

Chapter VI.

Miscellaneous provisions.

Article 10.

Customs certificates on A.T.A. carnets used under the conditions laid down in the present Convention shall not be subject to the payment of charges for Customs attendance at Customs offices and posts during the normal hours of business.

Article 11.

In the case of the destruction, loss or theft of an A.T.A. carnet while the goods to which it refers are in the territory of one of the Contracting Parties, the Customs authorities of that Contracting Party shall, at the request of the issuing association and subject to such conditions as those authorities may prescribe, accept

úr gildi þann sama dag og A.T.A. ábyrgðarskjalið, sem það kemur í staðinn fyrir.

12. gr.

1. Þegar ekki er hægt að endursenda vörur, sem fluttar hafa verið inn um stundarsakir vegna upptöku opinberra aðila, en ekki einkaaðila, fellur endursendingarskyldan niður á meðan upptakan varir.

2. Tollyfirvöld skulu eins og frekast er mögulegt, tilkynna ábyrgðarsamtökunum um upptökur sem þau framkvæma eða framkvæmdar eru þeirra vegna á vörum, sem fluttar hafa verið inn samkvæmt ákvæðum A.T.A. ábyrgðarskjala og ábyrgzt er af ábyrgðarsamtökunum og jafnframt tilkynna þeim hvaða ráðstafanir ætlunin er að gera.

13. gr.

A.T.A. ábyrgðarskjöl eða hlutar af A.T.A. ábyrgðarskjölum, sem ætlað er til útgáfu í þeim löndum, sem þau eru flutt til og send eru útgáfusamtökum af samsvarandi erlendum samtökum, af alþjóðasamtökum eða tollyfirvöldum samningsaðila, skulu flutt inn án tolla og án nokkurrar hindrunar eða takmörkunar. Samsvarandi fyrirgreiðslu skal veita við útflutning.

14. gr.

Skoða má lönd þeirra samningsaðila, sem mynda saman tolla- eða efnahagsbandalag, sem eitt landssvæði samkvæmt þessum samningi.

15. gr.

Verði um svik, lögbrot eða misbeitingu við notkun A.T.A. ábyrgðarskjala að ræða, er samningsaðilum heimilt, þrátt fyrir ákvæði þessa samnings, að hefja málsókn gegn brotlegum aðilum, til innheimtu á tollum og öðrum gjöldum, og einnig til að koma fram refsingu, sem slíkir aðilar hafa fellt á sig. Í slíkum

a replacement document, the validity of which expires on the same date as that of the carnet which it replaces.

Article 12.

1. When goods temporarily imported cannot be re-exported as a result of a seizure, other than a seizure made at the suit of private persons, the requirement of re-exportation shall be suspended for the duration of the seizure.

2. The Customs authorities shall, so far as possible, notify the guaranteeing association of seizures made by them or on their behalf of goods admitted under cover of A.T.A. carnets guaranteed by that association and shall advise it of the measures they intend to take.

Article 13.

A.T.A. carnets or parts of A.T.A. carnets intended to be issued in the country into which they are imported and which are sent to an issuing association by a corresponding foreign association, by an international organisation or by the Customs authorities of a Contracting Party, shall be admitted free of import duties and free of any import prohibitions or restrictions. Corresponding facilities shall be granted at exportation.

Article 14.

For the purposes of the present Convention the territories of Contracting Parties which form a Customs or economic union may be taken to be a single territory.

Article 15.

In the event of fraud, contravention or abuse, the Contracting Parties shall, notwithstanding the provisions of the present Convention, be free to take proceedings against persons using A.T.A. carnets, for the recovery of the import duties and other sums payable and also for the imposition of any penalties to which such persons have rendered themselves liable. In such cases the associa-

tilfellum skulu samtökin ljá tollyfirvöldum aðstoð sína.

16. gr.

Litið skal á viðaukann við þennan samning sem hluta af samningnum.

17. gr.

Ákvæði þessa samnings gefa til kynna þá lágmarksfyrirgreiðslu, sem veita skal, en hindra ekki að frekari fyrirgreiðsla sé veitt af einstökum samningsaðilum eða verði veitt í framtíðinni með einhliða ákvörðunum eða vegna tvíhliða og marghliða samninga.

VII. KAFLI

Lokaákvæði:

18. gr.

1. Samningsaðilar skulu koma saman til fundar þegar nauðsyn krefur, til að fjalla um reynsluna af þessum samningi, og sér í lagi til viðræðna um aðgerðir, sem tryggja samræmda stefnu við skýringu og framkvæmd þessa samnings.

2. Slíkir fundir skulu boðaðir af framkvæmdastjóra ráðsins, að beiðni einhvers samningsaðila. Fundir skulu haldnir í höfuðstöðvum ráðsins nema samningsaðilar ákveði annað.

3. Samningsaðilar skulu ákveða reglur um fundarsköp þessara funda. Ákvarðanir samningsaðila skulu teknar af minnst ⅔ hluta samningsaðila, sem sækja fund og greiða atkvæði.

4. Samningsaðilar skulu ekki taka ákvörðun í neinu máli nema að minnsta kosti helmingur þeirra sé viðstaddur.

19. gr.

1. Sérhvern ágreining milli samningsaðila varðandi skýringu eða framkvæmd þessa samnings, skal reynt að leysa með samningum ef unnt er.

tions shall lend their assistance to the Customs authorities.

Article 16.

The Annex to the present Convention shall be construed to be an integral part of the Convention.

Article 17.

The provisions of the present Convention set out the minimum facilities to be accorded and do not prevent the application of greater facilities which certain Contracting Parties grant or may grant in future by unilateral provisions or in virtue of bilateral and multilateral agreements.

Chapter VII.

Final provisions.

Article 18.

1. The Contracting Parties shall meet together when necessary in order to consider the operation of the present Convention and, in particular, in order to consider measures to secure uniformity in the interpretation and application of the present Convention.

2. Such meetings shall be convened by the Secretary General of the Council at the request of any Contracting Party. Unless the Contracting Parties otherwise decide, the meetings shall be held at the Headquarters of the Council.

3. The Contracting Parties shall lay down the rules of procedure for their meetings. Decisions of the Contracting Parties shall be taken by a majority of not less than two-thirds of the Contracting Parties present at the meeting and voting.

4. The Contracting Parties shall not take a decision on any matter unless more than half of them are present.

Article 19.

1. Any dispute between Contracting Parties concerning the interpretation or application of the present Convention shall so far as possible be settled by negotiation between them.

2. Sérhverjum ágreiningi, sem ekki leysist með samningum, skal vísað af viðkomandi samningsaðilum til fundar samningsaðila í samræmi við 18. grein þessa samnings, sem skal því næst taka málið til meðferðar og bera fram tillögur til lausnar ágreiningnum.

3. Viðkomandi samningsaðilar geta fyrirfram samþykkt að líta á tillögur samningsaðila sem bindandi fyrir sig.

20. gr.

1. Sérhvert meðlimaríki ráðsins og sérhvert meðlimaríki Sameinuðu þjóðanna eða sérstofnana þeirra geta orðið samningsaðili að þessum samningi:

a) með undirritun samningsins án fyrirvara um fullgildingu,
b) með afhendingu fullgildingarskjals eftir að hafa undirritað samninginn með fyrirvara um fullgildingu eða
c) með aðild að samningnum.

2. Þau ríki, sem nefnd eru í 1. málsgrein þessarar greinar skulu eiga rétt á að undirrita þennan samning í höfuðstöðvum ráðsins í Brüssel fram til 31. júlí 1962. Eftir þann tíma geta ofangreind ríki orðið aðilar að samningnum.

3. Í því tilviki, sem vikið er að í b lið 1. málsgreinar þá skal fullgilding þessara ríkja, sem undirritað hafa samninginn vera háð stjórnskipunarlögum þeirra.

4. Sérhvert ríki, sem ekki er meðlimur þeirra samtaka, sem nefnd eru í 1. málsgrein þessarar greinar og fengið hefur boð framkvæmdastjóra ráðsins samkvæmt beiðni samningsaðila, getur orðið samningsaðili að þessum samningi, með því að gerast aðili eftir að hann gengur í gildi.

5. Fullgildingar eða aðildarskjöl skulu afhendast framkvæmdastjóra ráðsins.

21. gr.

1. Þessi samningur skal taka gildi þremur mánuðum eftir að fimm þeirra

2. Any dispute which is not settled by negotiation shall be referred by the Contracting Parties in dispute to the Contracting Parties, meeting in conformity with Article 18 of the present Convention, which shall thereupon consider the dispute and make recommendations for its settlement.

3. The Contracting Parties in dispute may agree in advance to accept the recommendations of the Contracting Parties as binding.

Article 20.

1. Any State Member of the Council and any State Member of the United Nations or its specialised agencies may become a Contracting Party to the present Convention:

a) by signing it without reservation of ratification;
b) by depositing an instrument of ratification after signing it subject to ratification; or
c) by acceding to it.

2. The present Convention shall be open until 31st July, 1962, for signature at the Headquarters of the Council in Brussels, by the States referred to in paragraph 1 of this Article. Thereafter, it shall be open for their accession.

3. In the case envisaged in paragraph 1 (b) of this Article, the present Convention shall be subject to ratification by the signatory States in accordance with their constitutional procedures.

4. Any State, not being a Member of the Organisations referred to in paragraph 1 of this Article, to which an invitation to that effect has been addressed by the Secretary General of the Council at the request of the Contracting Parties, may become a Contracting Party to the present Convention by acceding thereto after its entry into force.

5. The instruments of ratification or accession shall be deposited with the Secretary General of the Council.

Article 21.

1. The present Convention shall enter into force three months after five of the

ríkja, sem nefnd eru í 1. málsgrein 20. greinar samningsins, hafa undirritað hann án fyrirvara um fullgildingu eða hafa afhent fullgildingar- eða aðildarskjöl sín.

2. Fyrir sérhvert ríki, sem fullgildir eða gerist aðili að þessum samningi eftir að fimm ríki hafa undirritað hann án fyrirvara um fullgildingu eða hafa afhent fullgildingar- eða aðildarskjöl sín, þá gengur samningurinn í gildi 3 mánuðum eftir að ríkið hefur afhent fullgildingar- eða aðildarskjöl sín.

States referred to in paragraph 1 of Article 20 thereof have signed it without reservation of ratification or have deposited their instruments of ratification or accession.

2. For any State signing without reservation of ratification, ratifying or acceding to the present Convention after five States have signed it without reservation of ratification or have deposited their instruments of ratification or accession, the present Convention shall enter into force three months after the said State has signed without reservation of ratification or deposited its instrument of ratification or accession.

22. gr.

1. Þessi samningur hefur ótakmarkaðan gildistíma, en sérhvert ríki getur sagt honum upp, hvenær sem er eftir að samningurinn hefur tekið gildi samkvæmt 21. grein.

2. Uppsögnin skal tilkynnt með skriflegu skjali, sem afhent er framkvæmdastjóra ráðsins.

3. Uppsögnin tekur gildi sex mánuðum eftir að uppsagnarskjalið hefur verið móttekið af framkvæmdastjóra ráðsins.

4. Þegar samningsaðili segir þessum samningi upp í samræmi við 1. málsgrein þessarar greinar eða afhendir tilkynningu í samræmi við b lið 23. greinar eða 2. málsgrein 25. greinar þessa samnings, þá skal sérhvert A.T.A. ábyrgðarskjal, sem gefið er út, áður en uppsögnin eða tilkynningin tekur gildi, vera gilt og einnig ábyrgð ábyrgðarsamtakanna.

Article 22.

1. The present Convention is of unlimited duration. However any Contracting Party may denounce it at any time after the date of its entry into force under Article 21 thereof.

2. The denunciation shall be notified by an instrument in writing, deposited with the Secretary General of the Council.

3. The denunciation shall take effect six months after the receipt of the instrument of denunciation by the Secretary General of the Council.

4. Where a Contracting Party denounces the present Convention in accordance with paragraph 1 of this Article, or makes a notification under paragraph 2 (b) of Article 23 or paragraph 2 of Article 25 of the present Convention, any A.T.A. carnet issued before the date when the denunciation or notification takes effect shall remain valid and the guarantee of the guaranteeing association shall hold good.

23. gr.

1. Við undirritun, fullgildingu eða við aðild að þessum samningi eða eftir þann tíma skal sérhvert ríki, sem ákveður að viðurkenna A.T.A. ábyrgðarskjöl í samræmi við ákvæði 2. og 3. málsgreina, 3. greinar þessa samnings, tilkynna það framkvæmdastjóra ráðsins og tilgreina í hvaða tilfellum það skuldbindur sig að veita A.T.A. ábyrgðarskjölum móttöku,

Article 23.

1. At the time of signing, ratifying or acceding to the present Convention or thereafter, any State deciding to accept A.T.A. carnets in accordance with the provisions of paragraphs 2 and 3 of Article 3 of the present Convention, shall notify the Secretary General of the Council, specifying the cases in which it undertakes to accept A.T.A. carnets and

og einnig tilkynna frá og með hvaða degi slík viðurkenning gengur í gildi.

2. Samsvarandi tilkynningar má beina til framkvæmdastjóra ráðsins til að:

a) auka gildissvið einhverra fyrri tilkynninga,
b) með hliðsjón af 4. málsgrein 22. greinar þessa samnings, að takmarka gildissvið eða segja upp fyrri tilkynningum.

24. gr.

1. Á fundi í samræmi við 18. grein þessa samnings geta samningsaðilar mælt með breytingum á honum.

2. Framkvæmdastjóri ráðsins skal koma á framfæri texta með þeim breytingum, sem mælt er með, við alla samningsaðila, við öll önnur ríki, sem hafa undirskrifað eða gerzt aðilar að honum, við framkvæmdastjóra Sameinuðu þjóðanna, við Samningsaðila að GATT og við UNESCO.

3. Innan sex mánaða frá þeim degi er breytingin sem mælt er með hefur verið komið á framfæri, getur sérhver samningsaðili tilkynnt framkvæmdastjóra ráðsins,

a) að hann leggist gegn breytingunni sem mælt er með,
b) að enda þótt hann ætli að samþykkja breytinguna sem mælt er með þá séu skilyrði fyrir slíku samþykki ekki enn fyrir hendi í hans landi.

4. Ef samningsaðili sendir framkvæmdastjóra ráðsins orðsendingu á þann hátt, sem greint er frá í 3. málsgrein (b) þessarar greinar, leyfist honum, svo framarlega sem hann hefur ekki tilkynnt framkvæmdastjóranum, að hann samþykki breytinguna sem mælt er með, að bera fram mótmæli gegn breytingunni innan níu mánaða eftir að sex mánaða fresturinn rennur út sem vísað er til í 3. málsgrein þessarar greinar.

5. Ef mótmæli eru sett fram gegn breytingunni sem mælt er með, í samræmi við skilyrði 3. og 4. málsgreinar þessarar greinar, skal litið svo á að breytingin

stating the date from which such acceptance takes effect.

2. Similar notifications may be addressed to the Secretary General of the Council to:

a) extend the scope of any previous notifications; or
b) subject to paragraph 4 of Article 22 of the present Convention, restrict the scope of, or cancel any previous notifications.

Article 24.

1. The Contracting Parties meeting in conformity with Article 18 of the present Convention may recommend amendments thereto.

2. The text of any amendment so recommended shall be communicated by the Secretary General of the Council to all Contracting Parties, to all other signatory or acceding States, to the Secretary General of the United Nations, to the Contracting Parties to the GATT, and to UNESCO.

3. Within a period of six months from the date on which the recommended amendment is so communicated, any Contracting Party may inform the Secretary General of the Council:

a) that it has an objection to the recommended amendment, or
b) that, although it intends to accept the recommended amendment, the conditions necessary for such acceptance are not yet fulfilled in its country.

4. If a Contracting Party sends the Secretary General of the Council a communication as provided for in paragraph 3 (b) of this Article, it may, so long as it has not notified the Secretary General of its acceptance of the recommended amendment, submit an objection to that amendment within a period of nine months following the expiry of the six-month period referred to in paragraph 3 of this Article.

5. If an objection to the recommended amendment is stated in accordance with the terms of paragraphs 3 and 4 of this Article, the amendment shall be deemd

hafi ekki hlotið samþykki og öðlist ekki gildi.

6. Ef engin mótmæli hafa verið borin fram gegn breytingunni sem mælt er með, í samræmi við 3. og 4. málsgrein þessarar greinar, skal breytingin skoðast samþykkt frá þeim tíma sem tilgreindur er hér á eftir:

a) þegar sex mánaða fresturinn samkvæmt 3. málsgrein rennur út, ef enginn samningsaðili hefur sent orðsendingu í samræmi við 3. málsgrein (b) þessarar greinar,

b) ef einhver samningsaðili hefur sent orðsendingu í samræmi við 3. málsgrein (b) þessarar greinar, þá frá þeim fyrri af eftirtöldum tveim dögum:

i) þann dag, sem allir samningsaðilar sem sent hafa slíkar orðsendingar, hafa tilkynnt framkvæmdastjóra ráðsins samþykki sitt varðandi breytinguna sem mælt er með, með því skilyrði að ef samþykki allra var tilkynnt áður en sex mánaða fresturinn rann út samkvæmt 3. málsgrein þessarar greinar, þá skal sá dagur talinn vera síðasti dagur sex mánaða frestsins,

ii) þann dag, sem níu mánaða frestinum lýkur samkvæmt 4. málsgrein þessarar greinar.

7. Sérhver breyting, sem skoðast samþykkt, gengur í gildi sex mánuðum eftir það.

8. Framkvæmdastjóri ráðsins skal eins fljótt og unnt er, tilkynna öllum samningsaðilum um sérhver mótmæli gegn breytingunni sem mælt er með, sem borin eru fram í samræmi við a lið 3. málsgreinar og um sérhverja orðsendingu, sem móttekin er í samræmi við b lið 3. málsgreinar þessarar greinar. Hann skal jafnframt tilkynna öllum samningsaðilum hvort samningsaðili eða aðilar, sem hafa sent slíkar orðsendingar, mótmæla breytingunni, sem mælt er með eða samþykkja hana.

not to have been accepted and shall be of no effect.

6. If no objection to the recommended amendment in accordance with paragraphs 3 and 4 of this Article has been stated, the amendment shall be deemed to have been accepted as from the date specified below:

a) if no Contracting Party has sent a communication in accordance with paragraph 3 (b) of this Article, on the expiry of the period of six months referred to in paragraph 3;

b) if any Contracting Party has sent a communication in accordance with paragraph 3 (b) of this Article, on the earlier of the following two dates:

i) the date by which all the Contracting Parties which sent such communications have notified the Secretary General of the Council of their acceptance of the recommended amendment, provided that, if all the acceptances were notified before the expiry of the period of six months referred to in paragraph 3 of this Article, that date shall be taken to be the date of expiry of the said six-month period;

ii) the date of expiry of the nine-month period referred to in paragraph 4 of this Article.

7. Any amendment deemed to be accepted shall enter into force six months after the date on which it was deemed to be accepted.

8. The Secretary General of the Council shall, as soon as possible, notify all Contracting Parties of any objection to the recommended amendment made in accordance with paragraph 3 (a), and of any communication received in accordance with paragraph 3 (b), of this Article. He shall subsequently inform all the Contracting Parties whether the Contracting Party or Parties which have sent such a communication raise an objection to the recommended amendment or accept it.

9. Sérhvert ríki, sem fullgildir eða gerist aðili að þessum samningi, telst hafa undirgengizt sérhverja breytingu á samningnum, sem hefur tekið gildi, þegar ríkið afhendir fullgildingar- eða aðildarskjöl sín.

25. gr.

1. Sérhvert ríki getur, þegar það undirritar þennan samning án fyrirvara um fullgildingu eða þegar það afhendir fullgildingar- eða aðildarskjöl sín eða hvenær sem er eftir þann tíma, lýst því yfir með tilkynningu til framkvæmdastjóra ráðsins, að þessi samningur skuli gilda á öllum eða sérhverju þeirra landsvæða þar sem ríkið ber ábyrgð á alþjóðlegum samskiptum. Slík tilkynning fær gildi þremur mánuðum eftir að framkvæmdastjóri ráðsins móttekur tilkynninguna. Sá fyrirvari er þó gerður, að samningurinn öðlast ekki gildi á þeim landssvæðum, sem nefnd eru í tilkynningunni, fyrr en samningurinn hefur öðlast gildi fyrir viðkomandi ríki.

2. Sérhvert ríki, sem hefur tilkynnt í samræmi við 1. málsgrein þessarar greinar, að þessi samningur nái einnig til þeirra landsvæða þar sem ríkið ber ábyrgð á alþjóðlegum samskiptum getur tilkynnt framkvæmdastjóra ráðsins í samræmi við 22. grein þessa samnings að samningurinn hafi ekki lengur gildi á viðkomandi landsvæðum.

26. gr.

1. Sérhvert ríki getur lýst því yfir við undirritun, fullgildingu eða við aðild að þessum samningi eða með tilkynningu til framkvæmdastjóra ráðsins, þegar það er orðið samningsaðili, að það muni ekki samkvæmt þessum samningi viðurkenna A.T.A. ábyrgðarskírteini í póstflutningum. Slík tilkynning öðlast gildi á nítugasta degi eftir að framkvæmdastjórinn hefur móttekið hana.

2. Sérhvert samningsríki, sem hefur gert fyrirvara samkvæmt 1. málsgrein þessarar greinar, getur hvenær sem er

9. Any State ratifying or acceding to the present Convention shall be deemed to have accepted any amendments thereto which have entered into force at the date of deposit of its instrument of ratification or accession.

Article 25.

1. Any State may, at the time of signing the present Convention without reservation of ratification, or of depositing its instrument of ratification, or accession or at any time thereafter, declare by notification given to the Secretary General of the Council that the present Convention shall extend to all or any of the territories for whose international relations it is responsible. Such notification shall take effect three months after the date of the receipt thereof by the Secretary General of the Council provided, however, that the Convention shall not apply to the territories named in the notification before the Convention has entered into force for the State concerned.

2. Any State which has made a notification under paragraph 1 of this Article extending the present Convention to any territory for whose international relations it is reponsible may notify the Secretary General of the Council, in accordance with the provisions of Article 22 of the present Convention, that the territory in question will no longer apply the Convention.

Article 26.

1. Any State may declare at the time of signing, ratifying or acceding to the present Convention, or notify the Secretary General of the Council after becoming a Contracting Party to the Convention, that it will not accept A.T.A. carnets under the present Convention for postal traffic. Such notification shall take effect on the ninetieth day after its receipt by the Secretary General.

2. Any Contracting Party having entered a reservation as provided for in paragraph 1 of this Article may at any

ógilt slíkan fyrirvara með tilkynningu til framkvæmdastjóra ráðsins.

3. Enginn annar fyrirvari skal leyfður í þessum samningi.

time withdraw such reservation by notifying the Secretary General of the Council.

3. No other reservation to the present Convention shall be permitted.

27. gr.

Framkvæmdastjóri ráðsins skal tilkynna öllum samningsaðilum, öðrum ríkjum sem hafa undirritað eða gerzt aðilar að samningnum, framkvæmdastjóra Sameinuðu þjóðanna, samningsaðilum að GATT og UNESCO um;

a) undirritanir, fullgildingar og aðild samkvæmt 20. grein þessa samnings;

b) gildistökudag þessa samnings í samræmi við 21. grein;

c) úrsögn samkvæmt 22. grein;

d) tilkynningar í samræmi við 23. grein;

e) sérhverja breytingu sem skoðast samþykkt í samræmi við 24. grein og gildistökudag hennar,

f) tilkynningar mótteknar í samræmi við 25. grein;

g) yfirlýsingar og tilkynningar gefnar út í samræmi við 26. grein og þá daga, sem fyrirvari eða afturköllun á fyrirvara ganga í gildi.

Article 27.

The Secretary General of the Council shall notify all Contracting Parties, the other signatory and acceding States, the Secretary General of the United Nations, the Contracting Parties to the GATT, and UNESCO of:

a) signatures, ratifications and accessions under Article 20 of the present Convention;

b) the date of entry into force of the present Convention in accordance with Article 21;

c) denunciations under Article 22;

d) notifications made in accordance with Article 23;

e) any amendment deemed to have been accepted in accordance with Article 24 and the date of its entry into force;

f) notifications received in accordance with Article 25;

g) declarations and notifications made in accordance with Article 26, and the date on which reservations or withdrawals of reservations take effect.

28. gr.

Í samræmi við 102. grein sáttmála Sameinuðu þjóðanna, skal þessi samningur skrásettur hjá Skrifstofu Sameinuðu þjóðanna að beiðni framkvæmdastjóra ráðsins.

Article 28.

In accordance with Article 102 of the Charter of the United Nations, the present Convention shall be registered with the Secretariat of the United Nations at the request of the Secretary General of the Council.

Þessu til staðfestu, hafa stjórnarerindrekar undirritað þennan samning.

In witness whereof the undersigned plenipotentiaries have signed the present Convention.

Gert í Brüssel hinn 6. dag desembermánaðar 1961, á ensku og frönsku, og skulu báðir textar vera jafngildir. Samningurinn er gerður í einu eintaki, sem

Done at Brussels this sixth day of December nineteen hundred and sixty-one, in the English and French languages, both texts being equally authentic, in a

skal varðveitt hjá framkvæmdastjóra ráðsins og skal hann jafnframt senda staðfest eftirrit til allra þeirra ríkja, sem vísað er til í 1. málsgrein 20. greinar þessa samnings.

single original which shall be deposited with the Secretary General of the Council who shall transmit certified copies to all the States referred to in Article 20, paragraph 1, of the present Convention.

(Viðauki: Sýnishorn af A.T.A. ábyrgðarskjali).

(Annex: Model of A.T.A. Carnet).

ANNEX *

MODEL OF A. T. A. CARNET

The A. T. A. carnet shall be printed in English or French and may also be printed in a second language.

The size of the A. T. A. carnet shall be 396 × 210 mm. and that of the vouchers 297 × 210 mm.

Annex page 2

Page 1 of the cover *Annex page 3*

(Issuing Association) .....

INTERNATIONAL GUARANTEE CHAIN ..... A. T. A. CARNET No. .....

CARNET DE PASSAGES EN DOUANE FOR TEMPORARY ADMISSION

CUSTOMS CONVENTION ON THE A. T. A. CARNET FOR THE TEMPORARY ADMISSION OF GOODS

(Before completing the carnet, please read notes on page 3 of the cover)

CARNET VALID UNTIL ..... **INCLUSIVE**

ISSUED BY .....

HOLDER .....

REPRESENTED BY (*) .....

Intended use of goods .....

.....

This carnet may be used in the following countries under the guarantee of the following associations :

The holder of this carnet and his representative will be held responsible for compliance with the laws and regulations of the country of departure and the countries of importation.

Issued at ..... (date) .....

..... *(Holder's signature)*

..... *(Signature of authorised Official of the Issuing Association)*

CERTIFICATE BY CUSTOMS AUTHORITIES

1. Identification marks have been affixed as indicated in column 7 against the following item No(s). of the General List .....
2. Goods examined (*).
3. Registered under reference No. (*) .....

..... *(Customs office)* ..... *(Place)* ..... *(Date)* ..... *(Signature and stamp)*

(*) Delete if inapplicable.

Annex page 4 *Page 2 of the cover*

Identification marks have been affixed as indicated in column 7 or 8 against the following **item No(s).** of the General List .....

.....

.....	.....	.....	.....
(Customs office)	*(Place)*	*(Date)*	*(Signature and stamp)*

Identification marks have been affixed as indicated in column 7 or 8 against the following item No(s). of the General List .....

.....

.....	.....	.....	.....
(Customs office)	*(Place)*	*(Date)*	*(Signature and stamp)*

GENERAL LIST

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	Identification marks affixed by Customs	
1	2	3	4	5	6	7	8
.....	Total carried over		.....		.....	.....	.....

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 5

INTERNATIONAL GUARANTEE CHAIN ..... A. T. A. CARNET No.

GENERAL LIST — CONTINUATION SHEET No. .....

.....
(Holder's signature)

.....
(Signature of authorised Official of the Issuing Association)

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	Identification marks affixed by Customs	
1	2	3	4	5	6	7	8
	Total carried over						
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 6

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	Identification marks affixed by Customs	
1	2	3	4	5	6	7	8
	Total carried over						
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 7

EXPORTATION COUNTERFOIL No. ..... A. T. A. CARNET No.

1. The goods described in the General List under item No(s). .....
..... have been exported.
2. Final date for duty-free re-importation (*) .....
3. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

EXPORTATION VOUCHER No. ..... A. T. A. CARNET No.

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) **Temporary exportation declaration.**

1. I, ... (**)
duly authorised by (*) ..... (**)
(a) declare that I am temporarily exporting the goods enumerated in the list overleaf and described in the General List under item No(s). .....
.....
(b) declare that the purpose for which the goods are being temporarily exported is .....
.....,
(c) undertake to re-import the goods within the period stipulated by the Customs office (*).

2. Identifying particulars concerning :
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

....
(Place) *(Date)* *(Signature)*

(C) **Clearance on exportation.**

1. The goods referred to in the above declaration have been exported.
2. Final date for duty-free re-importation (*) .....
3. Other remarks (*) .....
4. This voucher must be forwarded to the Customs office of (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

(D) **For official use.**

Annex page 8

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
—	Total carried over		—		—	—	—

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

..... VOUCHER No. .....

CONTINUATION SHEET No. .....

A. T. A. CARNET No.

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 10

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 11

RE-IMPORTATION COUNTERFOIL No. ..... A. T. A. CARNET No. .....

1. The goods described in the General List under item No(s). .....
.....
which were temporarily exported under cover of exportation voucher(s) No(s). .....
..... of this carnet have been re-imported.
2. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

RE-IMPORTATION VOUCHER No. ..... A. T. A. CARNET No. .....

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) **Re-importation declaration.**

1. I. ..... (**)
duly authorised by (*) ..... (**)
(a) declare that the goods enumerated in the list overleaf and described in the General List under item No(s). .....
..... were temporarily exported under cover of exportation voucher(s) No(s). ..... of this carnet;
(b) request duty-free re-importation of the said goods;
(c) declare that the said goods have not undergone any process abroad / except for those described under No(s). ..... in the list overleaf (*).
2. Particulars concerning goods not re-imported (*) .....
.....
3. Identifying particulars concerning :
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

....
(Place) *(Date)* *(Signature)*

(C) **Clearance on re-importation.**

1. The goods referred to in paragraph 1 of the above declaration have been re-imported.
2. Other remarks (*) .....
3. This voucher must be forwarded to the Customs office of (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

(D) **For official use.**

Annex: page 12

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 13

IMPORTATION COUNTERFOIL No. ..... A. T. A. CARNET No. .....

1. The goods described in the General List under item No(s). ..... have been temporarily imported.
2. Final date for re-exportation / production to the Customs (*) .....
3. Registered under reference No. (*) .....
4. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

IMPORTATION VOUCHER No. ..... A. T. A. CARNET No. .....

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) **Temporary importation declaration.**

1. I, ... (**)
duly authorised by (*) ..... (**)
(a) declare that I am temporarily importing, in compliance with the conditions laid down in the laws and regulations of the country of importation, the goods enumerated in the list overleaf and described in the General List under item No(s). .....;
(b) declare that the purpose for which the said goods are being temporarily imported is ..... at .....;
(c) undertake to comply with these laws and regulations / and to re-export the said goods within the period stipulated by the Customs office (*);
(d) declare that the particulars entered on this voucher are true and complete.
2. Identifying particulars concerning :
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

....
(Place) *(Date)* *(Signature)*

(C) **Clearance on importation.**

1. The goods referred to in the above declaration have been temporarily imported.
2. Final date for re-exportation / production to the Customs (*) .....
3. Registered under reference No. (*) .....
4. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

(D) **For official use.**

Annex page 14

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 15

RE-EXPORTATION COUNTERFOIL No. ..... A. T. A. CARNET No. ▒▒▒▒▒▒

1. The goods described in the General List under item No(s). .....
.....
temporarily imported under cover of importation voucher(s) No(s). .....
..... of this carnet have been re-exported (*)
2. Action taken in respect of goods produced but not re-exported (*) .....
.....
3. Action taken in respect of goods not produced and not intended for later re-exportation (*) .....
.....
4. Registered under reference No. (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

RE-EXPORTATION VOUCHER No. ..... A. T. A. CARNET No. ▒▒▒▒▒▒

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) Re-exportation declaration.

1. I, ... (**)
duly authorised by (*) ..... (**)
declare that I am re-exporting the goods enumerated in the list overleaf and described in the General List under item No(s). .....
....., which were temporarily imported under cover of importation voucher(s) No(s). ..... of this carnet (*).
2. Particulars concerning goods produced but not intended for re-exportation (*) .....
.....
3. Particulars concerning goods not produced and not intended for later re-exportation (*) .....
.....
4. In support of this declaration, I present the following documents (*) .....
5. Identifying particulars concerning :
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

....
(Place) *(Date)* *(Signature)*

(C) Clearance on re-exportation.

1. The goods referred to in paragraph 1 of the above declaration have been re-exported (*).
2. Action taken in respect of goods produced but not re-exported (*) .....
.....
3. Action taken in respect of goods not produced and not intended for later re-exportation (*) .....
.....
4. Registered under reference No. (*) .....
5. This voucher must be forwarded to the Customs office of (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

(D) For official use.

Annex page 16

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

TRANSIT COUNTERFOIL No. ..... A. T. A. CARNET No.

Clearance for transit.

1. The goods described in the General List under item No(s). .....
have been despatched in transit to the Customs office of .....
2. Final date for re-exportation/production to the Customs (*) .....
3. Registered under reference No. (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

Certificate of discharge by the Customs office of destination.

1. The goods specified in paragraph 1 above have been re-exported/produced (*).
2. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

TRANSIT VOUCHER No. ..... A. T. A. CARNET No.

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) **Declaration of despatch in transit.**

1. I, ... (**)
duly authorised by (*) ..... (**)
(a) declare that I am despatching to ....., in compliance with the conditions laid down in the laws and regulations of the country of transit, the goods enumerated in the list overleaf and described in the General List under item No(s). .....
.....
(b) undertake to comply with the laws and regulations of the country of transit and to produce these goods, with seals (if any) intact, and this carnet to the Customs office of destination within the period stipulated by the Customs;
(c) declare that the particulars entered in this voucher are true and correct.
2. Identifying particulars concerning :
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

....
(Place) *(Date)* *(Signature)*

(C) **Clearance for transit.**

1. The goods referred to in the above declaration have been cleared for transit to the Customs office of .....
2. Final date for re-exportation / production to the Customs (*) .....
3. Registered under reference No. (*) .....
4. Customs seals affixed (*) .....
5. This voucher must be forwarded to the Customs office of (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(D) **Certificate of discharge by the Customs office of destination.**

1. The goods referred to in the above declaration have been re-exported / produced (*).
2. Other remarks (*) .....

....
(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

Annex page 18

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
—	Total carried over		—		—	—	—

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

Annex page 19

TRANSIT COUNTERFOIL No. ..... A. T. A. CARNET No.

Clearance for transit.

1. The goods described in the General List under item No(s). ..... have been despatched in transit to the Customs office of .....
2. Final date for re-exportation/production to the Customs (*) .....
3. Registered under reference No. (*) .....

(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

Certificate of discharge by the Customs office of destination.

1. The goods specified in paragraph 1 above have been re-exported/produced (*).
2. Other remarks (*) .....

(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable.

TRANSIT VOUCHER No. ..... A. T. A. CARNET No.

(A) This carnet is valid until ..... inclusive.
Issued by .....
Holder .....
Represented by (*) .....

(B) **Declaration of despatch in transit.**

1. I, ... (**)
duly authorised by (*) ..... (**)
(a) declare that I am despatching to ....., in compliance with the conditions laid down in the laws and regulations of the country of transit, the goods enumerated in the list overleaf and described in the General List under item No(s). .....
.....;
(b) undertake to comply with the laws and regulations of the country of transit and to produce these goods, with seals (if any) intact, and this carnet to the Customs office of destination within the period stipulated by the Customs;
(c) declare that the particulars entered in this voucher are true and correct.
2. Identifying particulars concerning:
(a) packages (number, kind, marks, etc.) (*) .....
(b) means of transport (*) .....

(Place) *(Date)* *(Signature)*

(C) **Clearance for transit.**

1. The goods referred to in the above declaration have been cleared for transit to the Customs office of .....
2. Final date for re-exportation / production to the Customs (*) .....
3. Registered under reference No. (*) .....
4. Customs seals affixed (*) .....
5. This voucher must be forwarded to the Customs office of (*) .....

(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(D) **Certificate of discharge by the Customs office of destination.**

1. The goods referred to in the above declaration have been re-exported / produced (*).
2. Other remarks (*) .....

(Customs office) *(Place)* *(Date)* *(Signature and stamp)*

(*) Delete if inapplicable. (**) Name and address in block letters.

Annex page 20

Item No.	Trade description of goods and marks and numbers, if any	Number	Weight or Quantity	Value (*)	Country of origin (**)	For official use	
1	2	3	4	5	6	7	8
	Total carried over						

(*) Commercial value in country of issue of the carnet.
(**) If different from country of issue of the carnet.

NOTES ON THE USE OF THE A. T. A. CARNET.

1. All goods covered by the carnet shall be entered in columns 1 to 6 of the General List. If the space provided for the General List on the reverse of the front cover is insufficient, continuation sheets conforming to the official model shall be used.

2. In order to close the General List, the totals of columns 3 and 5 shall be entered at the end of the list in figures and in writing. If the General List consists of several pages, the number of continuation sheets used shall be stated in figures and in writing at the foot of the list on the reverse of the front cover.

The lists on the vouchers shall be treated in the same way.

3. Each item shall be given an item number which shall be entered in column 1.

Goods comprising several separate parts (including spare parts and accessories) may be given a single item number. If so, the nature, the value and, if necessary, the weight of each separate part shall be entered in column 2 and only the total weight and value should appear in columns 4 and 5.

4. When making out the lists on the vouchers, the same item numbers shall be used as on the General List.

5. To facilitate Customs control, it is recommended that the goods (including separate parts thereof) be clearly marked with the corresponding item number.

6. Items answering to the same description may be grouped provided that each item so grouped is given a separate item number. If the items grouped are not of the same value, or weight, their respective values, and, if necessary, weights shall be specified in column 2.

7. If the goods are for exhibition, the importer is advised in his own interest to enter in B, 1, (b) of the importation voucher the name and address of the exhibition and of its organiser.

8. The carnet shall be completed legibly and indelibly.

9. All goods covered by the carnet should be examined and registered in the country of departure and for this purpose should be presented, together with the carnet, to the Customs authorities there, except in cases where the Customs regulations of that country do not provide for such examination.

10. If the carnet has been completed in a language other than that of the country of importation, the Customs authorities may require a translation.

11. Expired carnets and carnets which the holder does not intend to use again shall be returned by him to the issuing association.

12. Arabic numerals shall be used throughout.

Annex page 22

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