No. 1550

YUGOSLAVIA and HUNGARY

Agreement on the exchange of goods (with exchange of letters). Signed at Budapest, on 18 March 1948

Agreement on payments arising from the exchange of goods (with exchange of letters). Signed at Budapest, on 18 March 1948

Official texts: Serbo-Croat and Hungarian. Registered by Yugoslavia on 27 November 1951.

YOUGOSLAVIE et HONGRIE

Accord relatif aux échanges commerciaux (avec échange de lettres). Signé à Budapest, le 18 mars 1948

Accord sur les paiements découlant des échanges commerciaux (avec échange de lettres). Signé à Budapest, le 18 mars 1948

Textes officiels serbo-croate et hongrois. Enregistrés par la Yougoslavie le 27 novembre 1951.

Vol. 113-10

[TRANSLATION — TRADUCTION]

No. 1550. AGREEMENT¹ ON THE EXCHANGE OF GOODS BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF HUNGARY. SIGNED AT BUDAPEST, ON 18 MARCH 1948

The Government of the Federal People's Republic of Yugoslavia and the Government of the Republic of Hungary, desiring to develop and extend trade between the two countries, have agreed as follows :

Article 1

During the period of validity of this Agreement the Government of the Federal People's Republic of Yugoslavia and the Government of the Republic of Hungary will permit the export and import of products in accordance with quota lists to be established by agreement for determined contractual periods.

Article 2

During the contract year 1948-1949 the Government of the Federal People's Republic of Yugoslavia will permit the export to Hungary of the products enumerated in list A annexed to this Agreement, and the Government of the Republic of Hungary will permit the import of those products.

Likewise during the contractual year 1948-1949 the Government of the Republic of Hungary will permit the export to Yugoslavia of the products enumerated in list B annexed to this Agreement, and the Government of the Federal People's Republic of Yugoslavia will permit the import of those products.

The quota lists A and B established for the contractual year 1948-1949 and annexed to this Agreement shall remain in force from 18 March 1948 until 18 March 1949.

The quota lists A and B shall expire at the end of each contractual period, and contracts still unexecuted on the expiry of the lists shall continue in force and be charged to the quota lists for the expired contractual period. One month before the expiry of quota lists A and B a mixed commission shall meet in order to establish quota lists for a new contractual period. The Mixed

¹ Came into force on 18 March 1948, as from the date of signature, in accordance with article 11.

Commission shall establish quota lists ordinarily for twelve months, or by agreement for some other period.

Article 3

Both Governments agree to take all necessary steps to ensure that contracts for the purchase and sale of the products mentioned on the quota lists are concluded forthwith and that the Contracting Parties punctually execute the same.

Article 4

Both Governments agree that the prices of the products for reciprocal delivery under the Agreement shall be determined according to the prices at which those or corresponding products may be purchased or sold under identical or similar conditions in the countries of continental Europe. Prices so determined shall be expressed in United States dollars.

Any dispute concerning the application of the aforesaid rule arising between a purchaser and a vendor when prices are determined shall be submitted for settlement to the special representative of the exporting country (article 8) and the trade delegate of the importing country. If the special representative and the trade delegate do not settle the dispute within ten days, it shall be submitted for settlement to the competent Ministers of both countries.

Article 5

Reciprocal deliveries of products shall be free at the frontier of the exporting country or f.o.b. a port of the exporting country, or c.i.f. a port of the importing country, and by agreement between the importing and exporting undertakings. The contract price shall be subject to parity.

Article 6

Payments due under contracts of purchase and sale shall be made in accordance with the provisions of the Commercial Payments Agreement¹ concluded this day and forming an integral part of this Agreement.

Article 7

A mixed commission shall be established to follow continuously the development of trade and to overcome difficulties. The Mixed Commission shall

¹ See p. 190 of this volume. No. 1550

consist of two national sections, each composed of a chairman and from three to five members appointed by their Government.

The duties of the Commission shall be :

1. To propose, in accordance with experience and observation of the course of trade, supplementary lists with a view to the extension of trade.

2. In accordance with article 2 of this Agreement, to meet one month before the expiry of the lists and establish lists of products for the succeeding period.

3. To make proposals with a view to improving trade and payments.

4. At the end of the contractual period, to determine the balance and how it shall be settled.

The Mixed Commission shall ordinarily meet every six months, in both countries alternately. In case of urgency a special meeting of the Mixed Commission may be convened by the chairman of either national section.

Article 8

For the discharge of the aforesaid duties each Government will within fifteen days after the signature of this Agreement appoint a special representative. The special representatives shall also be the chairmen of the national sections of the Mixed Commission.

The duties of the special representatives shall be :

1. To take steps to overcome difficulties arising in the execution of this Agreement, and to settle disputes arising in the course of trade.

2. In agreement with the trade delegate of the importing country, to settle disputes over prices.

3. To ensure that all contracts for the purchase and sale of products mentioned in the lists shall be concluded promptly and punctually and executed within the specified time.

4. To take the necessary steps for the extension of trade, and to propose supplementary lists and quotas.

The special representatives shall maintain close contact and endeavour to settle as speedily and thoroughly as possible any question that may arise.

No. 1550

Article 9

Compensation operations shall be authorized for products not on the quota lists only by way of exception, and for products on the quota lists only when contracts of purchase and sale have been concluded for the whole quantity of the goods and the fulfilment of the quotas is thereby assured.

Compensation operations shall be authorized by the special representatives.

Article 10

Operations concluded under the heading "Miscellaneous" in the quota lists shall not be treated as final until authorized by the special representatives; but this provision shall not apply to products falling under the heading "Miscellaneous" which are expressly mentioned under that heading.

Article 11

This Agreement shall enter into force on the day of signature until terminated by either Party. If not terminated by either Party within three months before the expiry of an annual period, it shall be deemed to be extended for a further period of one year.

This Agreement is done in duplicate in Serbo-Croat and Hungarian, both texts being equally authentic.

Budapest, 18 March 1948.

On behalf of the Government of the Republic of Hungary :

(Signed) Dr. Robert HARDI

On behalf of the Government of the Federal People's Republic of Yugoslavia : (Signed) Zoran BUDISIN

LIST "A"

Serial number	Designation	Umit	Quantity	Remarks
1. Celluiose wood		sq.m.	10,000	
2. Beech logs for sawmill		cub.m.	10,000	
3. Beech logs for barking		cub.m.	5,000	
4. Telegraph poles		cub.m.	2,000	
5. Pit props		cub.m.	30,000	
6. Beech sleepers		piece	p.m.	
7. Firewood		sq.m.		
1		cub.m.		
9. Oak logs		cub.m.	5,000	
10. Willow and poplar logs			8-10,000	
11. Miscellaneous logs, deci		\$	100,000	
12. White pine			10,000	
13. Pit planks		decam.		
14. Beams, sawn and square		cub.m.	2,000	
15. Charcoal		ton	1,000	
16. Pine cones		ton	500	
		ton	100	
		ton	115,000	
10 011 1		ton	25,000	
20. Mercury		ton	5	
21. Chrome ores, 2nd grade		ton	1,000	
22. Gypsum, calcined		ton	2,500	
23. Ferrochrome		ton	100	
24. Ammonium soda		ton	1.500	
25. Caustic soda		ton	500	
26. Copper sulphate.		ton	3.200	
		ton	500	
28. Dry distillation product	ts	ton	50	
29. Cigarette paper		ton	130	
30. Hemp wastes		ton	p.m.	
31. Medicinal and aromatic		ton	p.m.	
32. Tubes		ton	2	
			p.m.	
34. Miscellaneous		\$,000,000	

LIST "B"

Serial number	Designation	Unit Quota	Remarks
1. Paraffin oil	• • • • • • • • • • • • •	ton 20	
		cub.m. 3,300	
3. Hydrogen peroxide .		ton 30	According to contract
4. Magnesium chloride .		ton 13	
	•	ton 25	
		ton 100	
		ton 50	
8. Caseine		ton 30	According to contract
9. Active charcoal for foo	dstuffs industry	ton 180	
10 Photographic materials		\$ 200,000	
11. Chemical products, var	1018	\$ 200,000	
12. Instruments, precisio	n engineering products, ary instruments and appa-	*	
	ts and apparatus	\$ 200,000	
13. Spare parts for textile i	machinery	\$ 50,000	
14. Fire bricks		ton 3,200	
15. Sanitary earthenware		ton 670	
16. Steel section		ton 500	
17. Steel rods		ton 500	

<i>a</i> ·				
Seria numb		Unit	Quota	Remarks
18	Spring steel, coil and leaf	ton	24	
	Coil and leaf springs	ton	150	
	Sheet iron over 4 mm gauge	ton	300	
	Cast-iron tubes	ton	1,500	
	Bourdon tubes	kg	1,350	
	Iron wire	ton	10	
	Nails	ton	200	
	Tacks	ton	20	
	Fittings for steel and gas plants	ton	500	
27.	Gravel barges	ton	25	
28.	Hand tools, various	piece	8	According to annex
29.	Wagon wheels	\$	150,000	
30.	Cast sanitary appliances	ton	500	
31.	Non-ferrous metal products			According to annex
32.	Fittings	ton	150	
33.	Electrical igniters	ton	1,700	According to agreement
	Capsules	ş	500,000	• • • • • • • • • • • • • • • • • • •
35.	Rubber and rubber products	\$		According to annex
36.	Bicycle parts	ton	10	1 1 ¹ 1 1 1 1 1 1
37.	Motor-car parts, small	\$		According to annex
38.	Forged machine parts	ton	500	• • • • • • • • • • • • • • • • • • • •
39.	Special instruments	\$ <u>.</u>		According to agreement
	Bulbs	piece	2,000,000	A
41.	Special bulbs	piece		According to annex
42.	Glass rods for bulbs	ton	4,	.5
	Tubes and fine tubes, lead-glass	ton	27	
	Electrodes for bulbs	pair	2,500,000	
45.	Welding sets	piece	10 30	
46.	Transformers, air and oil-cooled	piece		
	Metering transformers	piece		
48.	Electrical meters	piece	10,000	
49.	Equipment for high and low-tension electrical in-	s	420.000	According to annex
	stallations	km	200	necoluming to united
50.	Insulating fabric tubes		9,000	
51.	Fittings for high and low-tension cables	piece piece	5,000	
52.	Waterproof lighting fittings		700	
	Lacquered dynamo wire	kg ton	500	
	Porcelain insulators	\$		According to annex
	Wireless parts.	\$		According to agreement
- 56.	Television parts	ŝ	50,000	
57.	Telephone exchanges and sub-exchanges Parts for automatic telephone exchanges	š	120,000	
20.	Parts for automatic telephone exchanges	**		
50	Telephone apparatus and parts	\$	40,000	According to annex
- 59. 60	Telephone apparatus and special equipment for			-
00.	same	\$	36,000)
61	Electrical instruments	Š	100,000	According to annex
	Brood cows, Hungarian strains	head		Delivery in autumn
04	Diou constituinguina oranis			-
63	Miner's-lamp burners	piece	60,000	
	Printing machines	\$	85,000	According to agreement
	Miscellaneous	\$	1,000,000	

The foregoing list relates to Hungarian products.

Annex to list "B"

Item No. 29

1. Spiral gimlets	ton 30 ton 15 ton 10 ton 6 ton 15 piece 50,000 ton 30 piece 2
110m 140. 51	-
1. Aluminium rivets	ton 10 ton 84 According to agreement
4. Bronze tubes	ton According to agreement According to agreement
6. Brass bolts	According to agreement piece 1 According to agreement
Item No. 3.	5
11em 140. 5.	-
1. Vulcanite.	kg 400 kg 300
2. Technical rubber	kg 300 piece 20
4. Tubes without inserts	kg 2,000
5. Rubber appliances	kg 250
Item No. 3	7
1. Ferrodo band	m 54
2. Ignition distributors	piece 3,000
3. Motor-car supplies, small	piece 25,000
Item No. 4	I
1. Motor-car bulbs.	piece 15,000
2. Small bulbs	piece 500,000
3. Dim bulbs	piece 2,000
Item No. 4	9
1. Metal waterproof cut-outs	piece 1,000
2. Fuses	piece 3,000
3. Fuses and cuts-outs for poles	piece 2,000
4. Minor equipment for electrical installations	piece 50,000
5. Bakelite waterproof cut-outs	piece 200,000
6. Cut-out fuses	piece 50,000 piece 1,000
8. Switchgear	piece 250
9. Low-tension cut-out, 200 amp.	piece 1,000
10. Electrical construction material	piece 190
11. Bar and cylinder star-triangle cut-outs and com-	
mutators <	piece 500 piece 2,000
13. Air-gap safety cut-outs	piece 2,050
14. High-tension circuit-breakers	piece 50
15. Electric thermostats	piece 100
16. Electrical generator sets, petrol or diesel	ton 2
17. Spare parts for generator sets	\$ 2,000 piece 65
19. Mercury rectifiers	piece 15
	-

Item No. 55

1.	Special wireless receivers							piece	250
	Small transformers							piece	5,000
	Bakelite wireless parts							piece	9,000
	Wireless valves							piece	100,000
	Wireless valves, American							piece	250
	High-frequency filters, spool							piece	10.000
	Wireless parts.							piece	26,000
	Microphones							piece	1,000
	Condensers, low-tension							piece	500,000
	Resistances, low-tension							piece	500,000
10.	Resistances, low-tension		•	•	•	•	•	prece	500,000
			74	~~~	λ	7.0	59	2	
			110	em	- 11	0.	59		
1	Automatic telephone apparatus .							niece	1,000
	Relays								3,000
									36
	Relay parts								2,000
4.	Telephone cut-outs	1	•	•	•	•	•	piece	2,000
			T .		A	7	61	,	
			11	em	1	10.	01		
1	Electrical instruments and apparatus							niece	1,000
1.	Laboratory equipment and material		•	•	•	•	•	\$	100,000
۷.	Laboratory equipment and material		•	•	•	•	•	¥ ² .	

EXCHANGE OF LETTERS

piece

I

Budapest, 18 March 1948

Sir,

During the negotiations for the conclusion of the Trade Agreement signed today and of the Additional Protocol to the Agreement on long-term Hungarian deliveries and Yugoslav counter-deliveries, you expressed the desire that, if the Yugoslav Ministry of Foreign Trade succeeded in contracting with a third country and importing therefrom a sufficient quantity of ferrosilicon, it would cede to the Republic of Hungary as much as it could spare of that quantity up to 200 tons.

I have the honour to inform you that my Government has consented to cede to you a certain quantity of ferrosilicon up to 200 tons according to the amount it is able to import and to its own needs for 1948.

I have the honour to be, etc.

(Signed) Zoran BUDISIN Chairman, Yugoslav Delegation

Dr. Robert Hardi Chairman, Hungarian Delegation Budapest

3. Controllers

No. 1550

Π

Budapest, 18 March 1948

Sir,

I have the honour to confirm receipt of your letter reading as follows :

[See letter I]

I beg to inform you that I agree with the contents of that letter.

(Signed) Dr. Robert HARDI Chairman, Hungarian Delegation

Mr. Zoran Budisin Chairman, Yugoslav Delegation Budapest

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Budapest, 18 March 1948

Sir,

During the negotiations concerning the Trade Agreement signed today you emphasized that so many wagons would be required for the goods to be delivered by Yugoslavia to Hungary that the Yugoslav railways would have difficulty in providing the necessary transport; and you requested that the Hungarian Government should allow as many goods wagons as possible for the exports from Yugoslavia.

I have accordingly the honour to inform you that the Hungarian Government will place at the disposal of the Yugoslav State Railways before 31 July 1948, for the purpose of exports from Yugoslavia to Hungary, 50 to 100 wagons a day according to the increase in the volume of Yugoslav deliveries of goods.

I beg you to acknowledge receipt of this letter.

I have the honour, etc.

(Signed) Dr. Robert HARDI Chairman, Hungarian Delegation

Mr. Zoran Budisin Chairman, Yugoslav Delegation Budapest

IV

Budapest, 18 March 1948

Sir,

I have the honour to acknowledge receipt of your letter reading as follows :

[See letter III]

I beg respectfully to express my full agreement with the contents of your letter.

(Signed) Zoran BUDISIN Chairman, Yugoslav Delegation

Dr. Robert Hardi Chairman, Hungarian Delegation Budapest [TRANSLATION — TRADUCTION]

AGREEMENT¹ ON PAYMENTS ARISING FROM THE EX-CHANGE OF GOODS BETWEEN YUGOSLAVIA AND HUNGARY. SIGNED AT BUDAPEST, ON 18 MARCH 1948

The Government of the Federal People's Republic of Yugoslavia, of the one part, and the Government of the Republic of Hungary, of the other part, with a view to settling payments arising from trade between the two countries, have agreed as follows:

Article 1

All payments connected with trade between Yugoslavia and Hungary in accordance with the Agreement² on the exchange of goods signed this day shall be made through the National Bank of the Federal People's Republic of Yugoslavia at Belgrade and the Hungarian National Bank at Budapest.

Article 2

The National Bank of the Federal People's Republic of Yugoslavia and the Hungarian National Bank shall each open for the other an account in United States dollars, to be kept without interest or charge.

Article 3

Yugoslav debtors shall pay the amounts owing from them when due in dinars into the "Dollar account, 1948" of the Hungarian National Bank to be opened with the National Bank of the Federal People's Republic of Yugoslavia.

Hungarian debtors shall pay the amounts owing from them when due in forints into the "Dollar account, 1948" of the National Bank of the Federal People's Republic of Yugoslavia to be opened with the Hungarian National Bank.

Article 4

The following payments may be made through the accounts mentioned in articles 2 and 3 of this Agreement :

(a) Payments for goods;

¹ Came into force on 18 March 1948, by signature.

^{*}See p. 160 of this volume.

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- (b) Trading expenses, such as packing, insurance and the like;
- (c) Trading rebates, discounts and allowances;
- (d) With the prior approval of both national banks, other payments.

Article 5

In accordance with advices of payments in which advices shall be deemed to be orders for payment, both banks shall make payment to the payees in the national currency at the official rate of exchange in force in their respective countries. Payments shall be made in chronological order of receipt of advices of payments in.

Article 6

The national bank of each Contracting Party shall pay to the order of the other Party irrespective of the funds available in the account mentioned in article 2 of this Agreement and notwithstanding that the account of the Party issuing the order does not contain sufficient funds; provided that the total of such uncovered payments shall in no case exceed \$2,500,000 (two million five hundred thousand dollars).

When, in accordance with the foregoing, the total of the said uncovered payments reaches the sum of \$2,000,000 (two million dollars), the national bank of the creditor country shall send an advice to the national bank of the debtor country. The competent authorities of the debtor country shall then forthwith take the necessary steps to amplify their export of goods. If after receipt of the said advice the total debit balance resulting from uncovered payments to orders of the national bank of the debtor country increases to \$2,500,000 (two million five hundred thousand dollars), the national bank of the creditor country shall suspend payment to exporters and the Government of the creditor country shall suspend deliveries. In such case the exporters of the creditor country shall not be liable for the consequences of delay in delivery.

If the extreme limit of \$2,500,000 (two million five hundred thousand dollars) is reached, the Mixed Commission shall be convened forthwith. The Mixed Commission shall prescribe additional deliveries or in some other manner ensure that within one month from the date on which the extreme limit was reached the balance of payments shall be restored, that is to say brought below \$2,000,000 (two million dollars).

Article 7

Every payment into and out of an account mentioned in article 2 or 3 of this Agreement shall be made in accordance with the currency laws in force in the country whose national bank keeps the account.

Article 8

The Mixed Committee shall meet within one month of the expiry of the annual lists to establish the state of the accounts referred to in articles 2 and 3 of this Agreement. The Contracting Party whose account shows a debit balance shall settle the same by deliveries of goods, at first completing uncompleted contracts or quotas. If the debit balance is not paid off in this manner, the Mixed Committee shall agree on new categories and quantities of goods to be delivered within three months from the date of such agreement.

Article 9

The national banks of the two Contracting Parties may, so long as the making of payments is not obstructed thereby, transfer sums from the accounts referred to in articles 2 and 3 of this Agreement to the accounts referred to in article 3 of the Non-Commercial Payments Agreement.¹ Sums may likewise be transferred from the accounts referred to in article 3 of the Non-Commercial Payments Agreement to the accounts referred to in articles 2 and 3 of this Agreement.

Article 10

The two national banks shall agree separately on rules of procedure for the due execution of this Agreement.

Article 11

This Agreement shall form an integral part of and remain in force for the same time as the Agreement of the exchange of goods signed this day.

This Agreement is done in duplicate in Serbo-Croat and Hungarian, each text being equally authentic.

Budapest, 18 March 1948.

On behalf of the Government of the Republic of Hungary : (Signed) Dr. Robert HARDI On behalf of the Government of the Federal People's Republic of Yugoslavia : (Signed) Zoran BUDISIN

¹See p. 210 of this volume. No. 1550

EXCHANGE OF LETTERS

I

Budapest, 18 March 1948

Sir,

During the negotiations carried on for the purpose of determining the manner of delivery and of payment which shall enable both Parties to obtain with the least delay the value of goods delivered by them, we agreed on the following terms :

1. Yugoslav and Hungarian exporters shall deliver goods appearing in the lists of the Agreement signed this day either against instruments of credit or on open account, as provided by special private contracts concluded between the parties.

2. Hungarian State and nationalized undertakings will not require from Yugoslav purchasers payment in advance for articles ordered in Hungary by Yugoslav undertakings and not taking longer to manufacture than three months.

Where articles taking more than three months to manufacture are ordered from private undertakings in general or from State or nationalized undertakings, purchasing and supplying undertakings will agree concerning payment in advance; but the Hungarian Government will advise supplying undertakings to restrict their demands for payment in advance to the minimum in order to facilitate and increase trade as much as possible.

Please be so good as to express your agreement with the contents of this letter.

I have the honour, etc.

(Signed) Zoran BUDISIN Chairman, Yugoslav Delegation

Dr. Robert Hardi Chairman, Hungarian Delegation Budapest

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Budapest, 18 March 1948

Sir,

I have the honour to acknowledge receipt of your letter reading as follows :

[See letter I]

I beg respectfully to express my full agreement with the contents of your letter.

(Signed) Dr. Robert HARDI Chairman, Hungarian Delegation

Mr. Zoran Budisin Chairman, Yugoslav Delegation Budapest

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Budapest, 18 March 1952

Sir,

During the negotiations for the conclusion of the Agreement on the exchange of goods and the Agreement on payments resulting from trade signed this day, you informed me of the desire of the Government of the Republic of Hungary, in order to maintain the smooth operation of trade and of payment, to conserve the balance of payments by the cession, in case of need and with the agreement of the national banks of both countries, of credit balances with third countries, of course by leave of the competent authorities of those countries.

I have the honour to inform you that my Government considers that the balance of payments should be established in this way, and will make a proposal to that effect in case of need.

I have the honour, etc.

(Signed) Zoran BUDISIN Chairman, Yugoslav Delegation

Dr. Robert Hardi Chairman, Hungarian Delegation Budapest

IV

Budapest, 18 March 1948

Sir,

I have the honour to acknowledge receipt of your letter reading as follows :

[See letter III]

I confirm hereby that I fully agree with the contents of that letter.

I have the honour, etc.

(Signed) Dr. Robert HARDI Chairman, Hungarian Delegation

Mr. Zoran Budisin Chairman, Yugoslav Delegation Budapest

No. 1550