

No. 1563

**YUGOSLAVIA
and
POLAND**

**Trade Agreement for the period 1 June 1948 to 31 December 1948 (with Agreement on the settlement of payments, Additional Protocol on prices and exchange of letters).
Signed at Warsaw, on 12 April 1948**

Official texts: Serbo-Croat and Polish.

Registered by Yugoslavia on 27 November 1951.

**YUGOSLAVIE
et
POLOGNE**

Accord commercial pour la période du 1^{er} juin au 31 décembre 1948 (avec Arrangement concernant les paiements, Protocole additionnel relatif à la question des prix et échange de lettres). Signé à Varsovie, le 12 avril 1948

Textes officiels serbo-croate et polonais.

Enregistré par la Yougoslavie le 27 novembre 1951.

[TRANSLATION — TRADUCTION]

No. 1563. TRADE AGREEMENT¹ BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF POLAND FOR THE PERIOD 1 JUNE 1948 TO 31 DECEMBER 1948. SIGNED AT WARSAW, ON 12 APRIL 1948

By virtue of the Five-year Agreement² of 24 May 1947 on exchange of goods between the Federal People's Republic of Yugoslavia and the Republic of Poland, and desiring to develop exchange of goods between the two countries, the Government of the Federal People's Republic of Yugoslavia and the Government of the Republic of Poland have agreed as follows :

Article 1

During the period of validity of this Agreement, the Governments of the two Contracting Parties shall issue the requisite licences for the import and export of the goods enumerated in Lists 1 and 2³ annexed to this Agreement.

Article 2

The goods to be delivered by the Federal People's Republic of Yugoslavia to the Republic of Poland during the validity of this Agreement are enumerated in List 1, which shall form an integral part of this Agreement.

The goods to be delivered by the Republic of Poland to the Federal People's Republic of Yugoslavia during the validity of this Agreement are enumerated in List 2, which shall form an integral part of this Agreement.

Article 3

The two Governments shall by previous agreement authorize the delivery of goods not enumerated in Lists 1 and 2 and the extension of the quotas of specified articles enumerated in those Lists.


Article 4

Deliveries of goods provided for by this Agreement shall be made under contracts of purchase and sale to be concluded between authorized institutions,

¹ Came into force on 1 June 1948 in accordance with article 12.

² See p. 126 of this volume.

³ See pp. 208 and 210 of this volume.



undertakings and persons in the Federal People's Republic of Yugoslavia and in the Republic of Poland.

The Government of the Federal People's Republic of Yugoslavia and the Government of the Republic of Poland shall take appropriate steps to ensure regular and punctual delivery of the goods enumerated in Lists 1 and 2. Both Governments shall likewise take steps to ensure that the authorized institutions, undertakings or persons shall conclude contracts of purchase and sale in due time, and not later than two months after the signing of this Agreement.

Article 5

Deliveries from the Federal People's Republic of Yugoslavia to the Republic of Poland shall be free at the Yugoslav-Hungarian frontier or FOB a Yugoslav port.

Deliveries from the Republic of Poland to the Federal People's Republic of Yugoslavia shall be free at the Polish-Czechoslovak frontier or FOB a Polish port.

Contracts of purchase and sale may also provide other methods of free delivery of goods.

Article 6

Obligations arising out of contracts of purchase and sale concluded under article 4 of this Agreement shall be fulfilled without regard to the period of validity of this Agreement.

If during the period of validity of this Agreement a party fails, for reasons outside its control or specified in a contract, to fulfil a contract of purchase and sale and a balance is thereby produced in favour of the other party, the debtor party shall forthwith prepare in agreement with the other party a list of goods which it shall deliver to the creditor country, at the prices and under the conditions laid down by this Agreement, in settlement of the balance.

Article 7

All payments arising from deliveries of goods shall be made in accordance with the Payments Agreement,¹ which shall form an integral part of this Agreement.

Article 8

Questions pertaining to transport and transit shall be settled by the Ministries of Communications of the two Contracting Parties in a Protocol on communications.

¹ See p. 216 of this volume.

Article 9

The Mixed Commission established by article 10 of the Five-year Agreement on Exchange of Goods between the Federal People's Republic of Yugoslavia and the Republic of Poland, of 24 May 1947, shall determine the most expedient means of giving effect to this Agreement.

The principal functions of the Mixed Commission shall be :

(a) to supervise the execution of the Agreement; to submit proposals for the extension and improvement of exchanges of goods and payments between the two Contracting Parties; to settle all differences which may arise in exchange of goods and payment.

(b) to submit proposals to the two Governments pursuant to articles 3, 4, 6 and 10 of this Agreement.

The Mixed Commission shall meet at the request of either of the Contracting Parties whenever necessary, but not less than twice yearly. On receipt of such a request from one of the Contracting Parties, the Mixed Commission shall meet within 20 days in the country of the other Contracting Party.

The two Contracting Parties shall within 30 days of the entry into force of this Agreement notify to each other the composition of the Mixed Commission. The conclusions of the Mixed Commission shall become binding after confirmation by the Governments of the two Contracting Parties.

Article 10

If, on the expiration of this Agreement and after the fulfilment of all the quotas contained in Lists 1 and 2, a balance is shown in the Banks' accounts in favour of one of the Contracting Parties, the balance shall be liquidated within three months by agreement by the provision either of goods contained in Lists 1 and 2 or of other goods at the prices and on the conditions laid down in this Agreement.

Article 11

In view of the desire of the Governments of the two Contracting Parties to extend exchange of goods, when the whole of the time appointed for the fulfilment of a transaction succeeds the expiration of this Agreement, the Governments of the two Contracting Parties shall consider favourably the possibility of increasing deliveries either of goods contained in Lists 1 and 2 or of other goods.

Such transactions shall be reckoned against a new agreement and shall be taken into account in new quota lists.

Article 12

This Agreement is done in two identical copies each in Polish and Serbo-Croat, both texts being equally authentic.

This Agreement shall enter into force on 1 June 1948 and shall remain in force until 31 December 1948.

Warsaw, 12 April 1948

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) B. ZLATARIĆ

For the Government
of the Republic of Poland :
(Signed) L. HOROVIC

LIST 1

Goods to be delivered by the Federal People's Republic of Yugoslavia to the Republic of Poland under the Trade Agreement of 12 April 1948

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Amount</i>	<i>Value in U.S.\$</i>
1.	Concentrate of lead	tons	3,650	
2.	Concentrate of zinc	tons	2,000	
3.	Antimony	tons	204	
4.	Electrolytic copper	tons	500	
5.	Blister copper	tons	2,500	
6.	Aluminium	tons	1,000	
7.	Lead	tons	1,000	
8.	Bismuth	tons	10	
9.	Sheepskins	tons	30	
10.	Lamb skins	tons	70	
11.	Tannin	tons	200	
12.	Beech planks	cubic metres	12,000	
13.	Oak logs	cubic metres	1,000	
14.	Oak planks	cubic metres	3,000	
15.	Squared oak beams	cubic metres	10,000	
16.	Hemp	tons	300	
17.	Tow	tons	350	
18.	Hops	tons	100	
19.	Tobacco	tons	500	
20.	Prunes	tons	300	
21.	Soya beans	tons	2,000	
22.	Olive oil	tons	200	
23.	Opium	tons	0.5	

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Amount</i>	<i>Value in U.S.\$</i>
24.	Medicinal plants and essential oils			13,000
25.	Grapes	tons	300	
26.	Dried figs	tons	50	
27.	Wine	tons	100	
28.	Sponges			20,000
29.	Baryta	tons	200	
30.	Spirits of wine	tons	20	
31.	Maize	tons	30,000	
32.	Pompeian red paint	tons	40	
33.	Ground red pepper	tons	p.m.	
34.	Miscellaneous (including films on a reciprocal basis)			100,000

LIST 2

Goods to be delivered by the Republic of Poland to the Federal People's Republic of Yugoslavia under the Trade Agreement of 12 April 1948

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Amount</i>	<i>Value in U.S.\$</i>
1.	Concrete-reinforcing steel	tons	1,000	
2.	Iron bars, 100-175 mm.	tons	500	
3.	Black sheet steel, up to 1 mm.	tons	500	
4.	Black sheet steel, 1.5-3 mm.	tons	1,000	
5.	Black sheet steel, 3-5 mm.	tons	700	
6.	Thick sheet steel, 16-20 mm.	tons	300	
7.	Galvanized sheet	tons	1,000	
8.	Transformer sheet, up to 1.4 loss	tons	550	
9.	Armature sheet, 2.3 loss	tons	415	
10.	Rolled wire	tons	750	
11.	Galvanized welded gas pipes, up to 2 ins	tons	300	
12.	Galvanized seamless gas pipes, 2-6 ins	tons	650	
13.	Tyres, railway	tons	1,000	
14.	Heavy girders	tons	2,670	
15.	Rails and accessories	tons	2,665	
16.	Wire, drawn	tons	1,000	
17.	Cast iron, gray	tons	3,000	
18.	Ingots	tons	20,000	
19.	Nails	tons	80	

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Amount</i>	<i>Value in U.S.\$</i>
20.	Wood screws, steel	tons	50	
21.	Fittings	tons	100	
22.	Cast fixtures	tons	p.m.	
23.	Steel cylinders	pieces	2,000	
24.	Oil drums (200 litres)	tons	6,000	
25.	Chains, agricultural	tons	60	
26.	Hammers	tons	15	
27.	Tongs	tons	15	
28.	Pitchforks	pieces	30,000	
29.	Axles for country carts	tons	500	
30.	Cast sanitary fittings	tons	111.4	
31.	Lanterns	pieces	20,000	
32.	Enamelled bath tubs	pieces	500	
33.	Wire netting	tons	100	
34.	Insulated underground and conductor cable			800,000
35.	Low-tension insulated cable	km.	80	
36.	Electric motors and safety switches			30,000
37.	Transformers			107,000
38.	Miscellaneous electrical equipment			200,000
39.	Electrical instruments			25,000
40.	Cut-outs			10,000
41.	Metallurgical coke, over 40 mm.	tons	49,000	
42.	Metallurgical coke, 20-40 mm.	tons	21,000	
43.	Metallurgical coke, fine	tons	13,000	
44.	Gas coal, over 30 mm	tons	30,000	
45.	Hard-coal dust, 0-10 mm.	tons	30,000	
46.	Agricultural machinery		p.m.	
47.	Textile spinning machinery			200,000
48.	Locomotives	piece	15	
49.	Forged machine parts			90,000
50.	Wheel sets and axles for locomotives			100,000
51.	Accessories and spare parts for textile machinery			200,000
52.	Metal-working lathes			50,000
53.	Wood-working lathes			30,000
54.	Wool yarn combed	tons	100	
55.	Wool fabrics "Adria"	metres	50,000	
56.	Aircraft fabric		p.m.	
57.	Electrical porcelain			150,000
58.	Glass	sq. metres	100,000	
59.	Ammonium bicarbonate	tons	20	
60.	Sodium thiosulphate	tons	50	
61.	Sodium bichromate	tons	50	

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Amount</i>	<i>Value in U.S.\$</i>
62.	Sodium sulphite	tons	30	
63.	Chrome alum	tons	11	
64.	Oil of turpentine	tons	50	
65.	Benzol	tons	55	
66.	Arsenic	tons	20	
67.	Nitrocellulose powder	p.m.		
68.	Zinc chloride	p.m.		
69.	Phosphoric acid	p.m.		
70.	Newsprint	p.m.		
71.	Servicing (factory)			600,000
72.	Bicycles	p.m.		
73.	Miscellaneous (paper, chemicals, films, etc.)			100,000

*Chairman of the Polish Trade Delegation
with the Federal People's Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

Further to our talks, I have the honour to confirm that the Government of the Republic of Poland is willing to instruct the Mixed Commission to draft in accordance with article 9 of the Trade Agreement of 12 April 1948 comprehensive terms for deliveries of goods for acceptance by both Contracting Parties.

I have the honour to be, etc.

(Signed) L. HOROVIC

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

AGREEMENT BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE REPUBLIC OF POLAND ON THE SETTLEMENT OF PAYMENTS ARISING OUT OF EXCHANGE OF GOODS

Article 1

The Government of the Federal People's Republic of Yugoslavia of the one part and the Government of the Republic of Poland of the other part, with a view to settling payments arising from exchange of goods between the two countries, have resolved to conclude this Payments Agreement, which shall form an integral part of the Trade Agreement signed on 12 April 1948.

Article 2

The provisions of this Agreement shall apply to the following payments :

- (1) Payments for goods delivered by the Republic of Poland to the Federal People's Republic of Yugoslavia and by the Federal People's Republic of Yugoslavia to the Republic of Poland;
- (2) Payments of additional expenses directly connected with the exchange of goods;
- (3) Payment of commissions and discount arising out of the exchange of goods;
- (4) Payments of expenses of measuring, processing and finishing;
- (5) All other payments arising out of the exchange of goods previously approved by the competent authorities of both countries.

Article 3

The payments provided for by this Agreement shall be made exclusively—
In the Republic of Poland through the Polish National Bank (*Biuro Rozrachunków Międzynarodowych*), and in the Federal People's Republic of Yugoslavia through the National Bank of the Federal People's Republic of Yugoslavia.

Each bank shall open for the other without charge a non-interest bearing account in United States dollars, which shall be the currency of accounting.

All details connected with the practical execution of this Agreement shall be settled directly between the two banks.

Article 4

The payments provided for by this Agreement shall be made in accordance with the foreign currency regulations of the country concerned.

Article 5

The manner and conditions of payments arising out of article 2 of this Agreement shall be laid down in separate contracts of Purchase and Sale.

Article 6

This agreement is done in two identical copies each in Serbo-Croat and Polish, both texts being equally authentic.

DONE at Warsaw on 12 April 1948.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) B. ZLATARIĆ

For the Government
of the Republic of Poland :
(Signed) L. HOROVIC

ADDITIONAL PROTOCOL ON PRICES

Pursuant to the Trade Agreement of 12 April 1948 on reciprocal deliveries of goods, and on the basis of the quotas established in Lists Nos. 1 and 2, the Contracting Parties have agreed to fix the price of each of the products enumerated in the two annexes attached to this Protocol. Such prices shall be binding on both Contracting Parties in concluding contracts of purchase and sale under article 4 of the Trade Agreement.

Deviation from the fixed prices shall be permissible only in case of agreed variation of kinds, quantities, specifications and conditions of deliveries.

When prices of goods are not specified in the attached annexes, they shall be fixed by separate contracts of purchase and sale.

In either case prices shall be fixed in accordance with the following principles:

(a) Prices shall be based on those prevailing in April 1948 on accessible world markets, or on the competitive prices of a third country, allowance being made for differences in transport costs;

(b) Prices of seasonal goods shall be fixed as late as possible after harvest;

(c) Prices for machinery, equipment etc. shall be fixed by separate contracts of purchase and sale on the basis of competitive prices for similar goods in a third country.

All disputes affecting prices already fixed or to be fixed later shall be settled by the Contracting Party concerned and the commercial representative of the other Contracting Party. If no agreement is reached within fifteen days of application being made to the commercial representative, the case shall be decided by agreement between the Minister of Foreign Trade of the Federal People's

Republic of Yugoslavia and the Minister of Industry and Trade of the Republic of Poland.

This Protocol shall form an integral part of the Trade Agreement of 12 April 1948 between the Federal People's Republic of Yugoslavia and the Republic of Poland.

This Protocol is done in two identical copies each in Serbo-Croat and Polish, both texts being equally authentic.

For the Government
of the Federal People's Republic
of Yugoslavia :
(Signed) B. ZLATARIĆ

For the Government
of the Republic of Poland :
(Signed) L. HOROVIC

A N N E X

To List 1 of the Trade Agreement of 12 April 1948

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ free at Yugoslav frontier or f.o.b. a Yugoslav port</i>	<i>Remarks</i>
1.	Concentrate of lead	tons	240.00	Based on 70 % lead, without silver
2.	Concentrate of zinc	tons	50.00	Based on 48 % zinc
3.	Antimony	tons	755.00	
4.	Electrolytic copper	tons	521.00	
5.	Blister copper	tons	448.00	
6.	Aluminium	tons	365.00	
7.	Lead	tons	383.00	
8.	Bismuth	tons	5,960.00	
9.	Sheepskins	tons	1,600.00	For first quality, less 20 % discount for second quality
10.	Lamb skins	tons	1,600.00	Do.
11.	Tannin	tons	562.50	
12.	Beech planks, rough sawn	cubic metres	63.00	I/II 3-6 m.
		cubic metres	57.50	I/II 2-2.9 m.
		cubic metres	55.00	Ungraded 3-6 m.
		cubic metres	49.50	Ungraded 2-2.9 m.
13.	Oak logs I/II	cubic metres	100.50	2-4.9 m. by 30-39 cm.
		cubic metres	111.00	2-4.9 m. by 40-49 cm.
		cubic metres	122.00	2-4.9 m. by over 50 cm.
		cubic metres	107.50	5 m. and over by 30-39 cm.
		cubic metres	117.50	5 m. and over by 40-49 cm.
		cubic metres	130.00	5 m. and over by over 50 cm.

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ free at Yugoslav frontier or f.o.b. a Yugoslav port</i>	<i>Remarks</i>
14.	Oak planks, rough sawn . . .	cubic metres	96.00	Average price about 40 % first quality and 60 % se- cond quality
15.	Squared oak beams	cubic metres	44.50	Class A 30-39 cm.
		cubic metres	53.00	Class A 40-49 cm.
		cubic metres	61.50	Class A over 50 cm.
		cubic metres	33.50	Class B 30-39 cm.
		cubic metres	41.00	Class B 40-49 cm.
		cubic metres	51.00	Class B over 50 cm.
16.	Hemp	tons	799.00	150 tons—I up to 2 % waste
		tons	730.00	150 tons—II up to 3 % waste
17.	Tow	tons	555.00	125 tons—I up to 5 % waste
		tons	510.00	125 tons—II up to 8 % waste
		tons	480.00	100 tons—picked, 5-10 % waste
18.	Slovenian hops	tons	2,700.00	Superfine quality
		tons	2,620.00	First quality
19.	Tobacco	tons		Prices according to separate letter signed this day
20.	Prunes	tons	400.00	Assortment agreed on last year
21.	Soya beans	tons	176.00	Fat content—15-18 %
22.	Olive oil	tons	1,150.00	Up to 0.5 % acidity
23.	Opium	tons	24,000.00	Based on morphine content 12 %
24.	Medicinal plants and essential oils	tons		Quantities and prices to be specified
25.	Grapes	tons	180.00	Best quality Semendria and Afus Ali
26.	Dried figs	tons	390.00	Dried and boxed
27.	Wine	litres	0.25-0.48	Table wine, 12-14 % proof

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ Free at Yugoslav frontier or f.o.b. a Yugoslav port</i>	<i>Remarks</i>
28.	Sponges	kg.	58.45	32.50 kg. natural, washed, unbleached
		kg.	65.45	32.50 kg. natural, washed, unbleached
		kg.	69.45	230 kg. natural, washed, bleached
29.	Baryta	tons	30.00	Broken
30.	Spirits of wine	tons	1,115.00	Best quality, 60 % proof
31.	Maize	tons		Price to be specified by 31 July of current year
32.	Pompeian red paint	tons	84.00	

ANNEX

To List 2 of the Trade Agreement of 12 April 1948

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ Free at Polish-Czechoslovak frontier or f.o.b. a Polish port</i>	<i>Remarks</i>
1-16.	Rolled products	tons		Binding prices in contract fixed under Additional Trade Agreement of 7 November 1947
17.	Cast iron, gray	tons	57.00	
18.	Ingots	tons	65.00	
19.	Nails	tons	From 270 to 525.00	Less 2 % discount
20.	Wood screws, steel			According to price list "Varimeks", plus 8 %
21.	Fittings	tons		According to E.E. price list in U.S.\$ less 59 % plus 5 % for packing and 40 % for galvanizing
23.	Steel cylinders	piece	27.75	
24.	Oil drums	piece	9.50	
25.	Chains, agricultural	tons	From 250 to 450.00	
26.	Hammers	tons	From 560 to 800.00	0.300-0.700 kg

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ Free at Polish-Czechoslovak frontier or f.o.b. a Polish port</i>	<i>Remarks</i>
27.	Tongs	tons	From 560 to 800.00	
28.	Pitchforks	piece	0.42	Four-pronged
29.	Axles for country carts . . .	tons	From 200 to 250.00	
30.	Cast sanitary fittings			According to prices quoted by "Polimeks" on 19 March 1948 less 5 % discount
31.	Lanterns	piece	1.30	
32.	Enamelled bathtubs.	piece	44.65	
33.	Wire netting	tons	320.00 approx.	Specification to be agreed upon
34.	Insulated underground and conductor cable			At prices offered by "Elektrim" between 15 March and 12 April 1948
35.	Low-tension insulated cable .	km.		Prices to be fixed on the basis of item 33 of this List
36.	Electric motors and safety switches.			At prices offered by "Elektrim" between 15 March and 12 April 1948
37.	Transformers			Do.
38.	Miscellaneous electrical equipment			Do. for \$50,000. For \$150,000 on same basis
39.	Electrical instruments			At prices offered by "Elektrim" between 15 March and 12 April 1948
40.	Cut-outs			Do.
41.	Metallurgical coke, over 40 mm	tons	19.80	Lower Silesian
		tons	18.40	Upper Silesian
42.	Metallurgical coke, 20-40 mm	tons	18.70	Lower Silesian
		tons	17.40	Upper Silesian

<i>Serial No.</i>	<i>Designation</i>	<i>Unit</i>	<i>Price in U.S.\$ Free at Polish-Czechoslovak frontier or f.o.b. a Polish port</i>	<i>Remarks</i>
43.	Metallurgical coke, fine . . .	tons	7.00	
44.	Gas coal, over 30 mm. . . .	tons	16.75	
45.	Hard-coal dust, 0-10 mm. . .	tons	7.85	
47.	Textile spinning machinery .			Prices as per contract of 27 September 1947
48.	Locomotives	piece piece	7 at 16,200 8 at 35,200	" LAS " type " DUNA " type
49.	Forged machine parts . . .			As per contract. Specifica- tion to be arranged
50.	Wheel sets and axles for loco- motives			As per contract
51.	Accessories and spare parts for textile machinery			As per contract
52.	Metal-working lathes . . .			As per contract
53.	Wood-working lathes . . .			As per contract
54.	Wool yarn, combed	kg.	6.50-7.00	Based on 40/2 and 48/2 dyed
55.	Wool fabrics " Adria " . . .	metres	8.50	
57.	Electrical porcelain			As per contract
58.	Glass	sq. m.	0.65	Less 2 % discount
59.	Ammonium bicarbonate . . .	tons	150.00	
60.	Sodium thiosulphate	tons	100.00	
61.	Sodium bichromate	tons	600.00	
62.	Sodium sulphite	tons	260.00	
63.	Chrome alum	tons	165.00	
64.	Oil of turpentine	tons	270.00	
65.	Benzol	tons	110.00	
66.	Arsenic	tons	165.00	

EXCHANGE OF LETTERS

I

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

Further to our talks, and in accordance with the provisions of articles 1 and 4 of the Trade Agreement of 12 April 1948, I have the honour to confirm that the Government of the Republic of Poland undertakes to deliver to the Government of the Federal People's Republic of Yugoslavia the goods enumerated in Lists 1 and 2, which form an integral part of the Trade Agreement.

I have the honour to be, etc.

(Signed) L. HOROVIC

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

II

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

Further to our talks, I beg you to confirm that the Government of the Federal People's Republic of Yugoslavia will take care, in accordance with its ability, to make available to the Government of the Republic of Poland by 31 December 1948 further quantities of concentrate of zinc, tannin, hemp and tow beyond those provided in quota List 1 annexed to the Trade Agreement of 12 April 1948.

I have the honour to be, etc.

(Signed) L. HOROVIC

To Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

III

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

I beg to acknowledge receipt of your letter reading as follows :

“ With reference to the 1,000 tons of aluminium appearing in List I of the Trade Agreement signed this day, I wish to confirm that, should Yugoslavia be unable to deliver that quantity, it will by mutual consent deliver ores and metals of equal quality and value.

“ The Federal People's Republic of Yugoslavia undertakes to advise the Republic of Poland not later than 30 June 1948 whether the aluminium will be delivered.”

I beg to inform you of my acceptance of the foregoing.

I have the honour to be, etc.

(Signed) L. HOROVIC

To Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

IV

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

I beg to acknowledge receipt of your letter reading as follows :

“ I have the honour to confirm that we have reached the following agreement concerning the price of the 500 tons of tobacco provided for in the Trade Agreement signed this day.

“ The basic price shall be fixed in accordance with last year's specification and with the prices reduced by 15 per cent below the prices charged for deliveries under the Agreement of 24 May 1947.

“ Experts of both the Contracting Parties will in due course decide

in accordance with the above-mentioned principle on the assortments and classes to be included in each separate lot and the prices to be charged.

“The Federal People’s Republic of Yugoslavia will do everything in its power to ensure that the types of tobacco delivered conform to the specifications of last year’s deliveries to Poland.”

I beg to inform you of my acceptance of the foregoing.

I have the honour to be, etc.

(Signed) L. HOROVIC

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

V

*Chairman of the Polish Trade Delegation to the Federal People’s
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

I have the honour to acknowledge receipt of your letter of today’s date reading as follows :

“Further to our talks, I have the honour to confirm that the Government of the Federal People’s Republic of Yugoslavia notes that the Government of the Republic of Poland does not insist on the delivery of the maize provided for in List 1 annexed to the Trade Agreement of 12 April 1948.

“The Government of the Federal People’s Republic of Yugoslavia for its part, undertakes to deliver to the Government of Poland instead a like quantity of 30,000 tons of wheat from the new harvest, and will do its utmost to make the delivery as soon after the harvest as possible, pursuant to the conditions to be set forth in an appropriate contract of purchase and sale.”

I have the honour to inform you of my acceptance of the foregoing.

I have the honour to be, etc.

(Signed) L. HOROVIC

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

VI

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

I beg to acknowledge receipt of your letter reading as follows :

“ Further to our talks regarding the determination of quotas of rolled and drawn materials, I have the honour to inform you of the following : in conformity with the quota ‘ Ingots 20,000 tons ’, shown in List 2 of exports from the Republic of Poland to the Federal People’s Republic of Yugoslavia, and in virtue of the Trade Agreement of 12 April 1948, the Republic of Poland will deliver to the Federal People’s Republic of Yugoslavia Siemens/Marten steel ingots of 535 by 485 mm. section and 1.5 to 2 metres length, each weighing two tons, to a total of 20,000 tons, or, if possible, a certain amount of 300 × 300 mm. of equal quality. These quantities of ingots shall be delivered free at the Polish-Czechoslovak frontier to a consignee designated by Yugoslavia, on conclusion of a contract of purchase and sale, in consignments of approximately 10,000 tons per month. Deliveries shall begin immediately on the conclusion of the contract of purchase and sale.

“ Should the Federal People’s Republic of Yugoslavia be unable to notify the Republic of Poland by 30 June 1948 that the processing of these ingots has been put in hand or to give the necessary instructions for their shipment, the agreed quota and the contract of purchase and sale shall be regarded as null and void. The Federal People’s Republic of Yugoslavia shall be entitled to take into use a part of the agreed quota depending on manufacturing capacity. The Agreement or the unfulfilled part of the quota may be cancelled before 30 June 1948. In that event the two Contracting parties shall agree on deliveries to the Federal People’s Republic of Yugoslavia by the Republic of Poland of other goods of equivalent quality to the same amount ”.

I beg to inform you of my acceptance of the foregoing.

I have the honour to be, etc.

(Signed) L. HOROVIC

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

VII

*Chairman of the Polish Trade Delegation to the Federal People's
Republic of Yugoslavia*

Warsaw, 12 April 1948

Sir,

I beg to acknowledge receipt of your letter reading as follows :

“ In accordance with article 5 of the Payments Agreement of 12 April 1948, which forms an integral part of the Trade Agreement of 12 April 1948, I have the honour to inform you that payments arising out of the exchange of goods during the validity of the Agreement will ordinarily be made within 21 days of the receipt of telegraphic advice from the National Bank of Poland or the National Bank of the Federal People's Republic of Yugoslavia announcing receipt of documentary evidence of payment.

“ The Federal People's Republic of Yugoslavia, conforming to the Polish banking system, will, during the validity of this Agreement, make its payments for coal, coke, iron products and rolled and drawn iron within five days of receipt of advice from the Polish National Bank. Payments for all other deliveries from the Republic of Poland to the Federal People's Republic of Yugoslavia shall be made within 21 days of receipt of the advice.

“ The Republic of Poland, observing the principle of reciprocity, will endeavour to ensure that all payments for Yugoslav metals and grain are made within five days of receipt of the advice. Should, however, the Republic of Poland be unable for the foregoing reasons to make the payments in the stipulated time, payments for Yugoslav metals and wheat shall be made within 21 days of receipt of the advice. Payments for all other deliveries to the Republic of Poland from the Federal People's Republic of Yugoslavia shall be made within 21 days of receipt of the advice.

“ All practical details connected with the making of payments shall be settled by the aforementioned Banks.”

I beg to inform you that the Government of the Republic of Poland agrees to the aforesaid methods of payment only, however, during deliveries of foods under the Trade Agreement of 12 April 1948.

I have the honour to be, etc.

Mr. Branko Zlatarić
Chairman of the Yugoslav Trade Delegation
Warsaw

(Signed) L. HOROVIC