

No. 5009

**YUGOSLAVIA
and
BULGARIA**

Agreement concerning the customs treatment of commercial road vehicles temporarily imported and exported between the two countries. Signed at Belgrade, on 21 March 1958

Official texts: Serbo-Croat and Bulgarian.

Registered by Yugoslavia on 29 January 1960.

**YUGOSLAVIE
et
BULGARIE**

Accord relatif au traitement douanier des véhicules commerciaux temporairement importés et exportés entre les deux pays. Signé à Belgrade, le 21 mars 1958

Textes officiels serbo-croate et bulgare.

Enregistré par la Yougoslavie le 29 janvier 1960.

[TRANSLATION — TRADUCTION]

No. 5009. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BULGARIA CONCERNING THE CUSTOMS TREATMENT OF COMMERCIAL ROAD VEHICLES TEMPORARILY IMPORTED AND EXPORTED BETWEEN THE TWO COUNTRIES. SIGNED AT BELGRADE, ON 21 MARCH 1958

The Government of the Federal People's Republic of Yugoslavia and the Government of the People's Republic of Bulgaria, desiring to facilitate the movement of commercial road vehicles, have agreed as follows :

Article 1

Each Contracting Party shall permit the temporary importation into its territory, without payment of import duties and import taxes, subject to the conditions laid down in this Agreement, of commercial road vehicles (buses, passenger cars used for commercial purposes, motor-lorries, trailers and semi-trailers)—hereinafter referred to as "vehicles"—registered in the territory of the other Contracting Party.

The vehicles mentioned in this article shall be required to carry a triptych, pink triptych or *carnet* (hereinafter referred to as "international documents").

One of the aforesaid international documents shall be required for each trailer and semi-trailer.

Article 2

The expression "import duties and import taxes" shall mean not only customs duties but also all duties and taxes imposed on the vehicle concerned upon importation.

Article 3

The international documents for the temporary importation of vehicles into the Federal People's Republic of Yugoslavia from the People's Republic

¹ Came into force on 30 June 1958, the date of the exchange of the notes signifying the approval of the Agreement by the two Governments, in accordance with article 17.

of Bulgaria and vice versa shall be issued by the authorized organizations of the Contracting Parties.

The authorized organizations shall guarantee payment of import duties and import taxes in the event of a vehicle not being exported from the territory of the country of importation within the period of validity of the international document. The said organizations shall further agree, within the framework of this Agreement, on the procedure for the issue of the international documents and on the amount of the fee payable in respect thereof.

Article 4

The international documents may be made out in the name of the individual who or the corporate body which is the owner of the vehicle and is permanently resident in the territory of the Contracting Party issuing the document.

If the international document is made out in the name of a corporate body, the driver shall be required to carry an authorization issued by the competent organization of the Contracting Party in whose territory the vehicle is registered. The said authorization shall certify that the authorized driver is entitled to use the vehicle concerned.

The same procedure shall be followed where the holder of the document and the driver are not one and the same person.

Article 5

Each Contracting Party shall recognize the validity of documents issued by the competent authorities of the other Contracting Party concerning the road-worthiness of the vehicle, the driving permit, and other documents the issue of which is required under this Agreement.

The holder of the international document or the driver shall in all cases, save as otherwise stipulated by this Agreement, comply with the domestic provisions of the other Contracting Party concerning the vehicle and its use.

Article 6

The triptych shall be issued for a period of validity of ninety days and shall be valid for repeated entry and exit by the vehicle concerned between the two countries, subject to the validity of the international document.

If the triptych is issued for a vehicle in transit through the territory of either Contracting Party, it shall be valid for a single entry and exit only, on the outward and the return journey, within a period of ninety days.

At the request of an applicant who enjoys the privileges of this Agreement, the nearest customs house may, for good and sufficient reasons, extend the validity of a triptych for a further period not exceeding thirty days.

Article 7

The vehicle shall be exported within the period of validity of the international document.

The customs authorities shall not have the right to require from the authorized organizations payment of import duties, import taxes and all other expenses in respect of a vehicle temporarily imported in virtue of an international document unless, within a period of one year from the date of expiry of the validity of that document, they have notified the said organizations that the document has not been discharged because the vehicle has not been exported from the country of temporary importation.

Article 8

The authorized organizations shall have a period of one year from the date of the notification provided for in article 7 of this Agreement in which to furnish proof of the exportation of the vehicle under the conditions laid down in this Agreement.

If the authorized organizations are unable to furnish such proof within the time allowed, they shall be required to pay the import duties and import taxes chargeable. If within a period of one year from the date of payment of the aforesaid duties and taxes it is established that the vehicle has been exported from the country, the said duties and taxes shall be repaid to the authorized organization.

Article 9

Evidence that the vehicle has been exported from the country shall be provided by the exit visa appended to the international document by the customs authorities.

In the event of the international document being lost, or in the absence of a visa in respect of the export of the vehicle, the authorized organization shall be deemed to have proved that the vehicle concerned has been exported from the country if it presents a certificate issued by the diplomatic or consular mission of the other Contracting Party, and also if it presents the vehicle; the said certificate shall show the make and type of the vehicle, the number of its engine and chassis, its registration number, etc.

Article 10

If a vehicle which enjoys the privileges of this Agreement is destroyed or rendered completely unfit for further use during such time as it remains in the territory of the other Contracting Party, the competent customs house may, on the basis of a document issued by the authorized organization under article 3, first paragraph, of this Agreement and a certificate from the competent authority to the effect that the vehicle has been destroyed or rendered completely unfit for

further use, direct that the said vehicle be destroyed or that import duties and import taxes be levied upon it in accordance with its condition.

If the authorized organization, having secured the consent of the owner of the vehicle, presents the said vehicle at the customs house of the other Contracting Party for clearance, it shall be exempt from all obligations under the international document.

Article 11

If a vehicle cannot be exported within the time allowed owing to the injury or illness of the holder of the document or driver or for other reasons which cannot be classified as *force majeure*, the holder of the international document or the driver shall communicate that fact forthwith to the customs house of entry and request from the competent State authority a certificate attesting to the existence of such impediment. The said authorities shall also determine the time at which such impediment ceases to exist for the purposes of justification to the customs authorities.

Article 12

The vehicles of either Contracting Party shall, for the purposes of this Agreement, enter the territory of the other Contracting Party only at the crossing-points open to international traffic.

Article 13

The carriage of goods in passenger vehicles shall not be permitted.

Article 14

The following shall be exempt from import duties and import taxes but shall be subject to customs control :

(a) The fuel and lubricant contained in the vehicle's supply tank normally connected to the engine. The expression "supply tank" shall mean such supply tank as is provided by the builder for the type of vehicle concerned;

(b) The articles and tools which form the normal equipment of the vehicle. The said articles need not be entered on the international document;

(c) Tires and inner tubes for the wheels, the radio and other spare parts which are not considered as belonging to the vehicle's normal equipment shall be entered on the document with the necessary particulars and shall be produced again on exit from the territory of the other Contracting Party.

Spare parts shall be deemed to have been used for the repair of a vehicle provided that the old parts are placed under customs supervision and destroyed or re-exported, at the option of the beneficiary.

Spare parts intended for the repair of a vehicle damaged in the territory of either Contracting Party may be imported subsequently free of import duties and import taxes provided that the repair is carried out under customs supervision and that the parts replaced are re-exported or handed over to the customs authorities.

Article 15

It shall be unlawful for any person in whose name a document is made out, or who is authorized to use a vehicle, to hand over such vehicle to another person in the territory of the other Contracting Party, whether for a consideration or not, for the purpose of use or of transfer of ownership.

Any person failing to comply with the provisions of the preceding paragraph shall be liable to prosecution under the customs and exchange regulations of the Contracting Party in whose territory the violation was committed.

Article 16

Any person contravening the provisions of this Agreement shall be liable before the authorities of the Contracting Party in whose territory such contravention was committed.

Article 17

This Agreement shall be subject to approval by both Governments and shall enter into force on the date of the exchange, through the diplomatic channel, of notes communicating such approval.

The Agreement shall be valid for one year from the date of its entry into force and shall be automatically prolonged from year to year unless it is denounced by either Contracting Party not later than three months before the expiry of its current term.

This Agreement is signed at Belgrade, this twenty-first day of March one thousand nine hundred and fifty-eight, in two original copies, each in the Serbo-Croat and Bulgarian languages, both texts being equally authentic.

For the Government
of the Federal People's Republic
of Yugoslavia :

(Signed) Dr. Jovan PAUNOVIC

For the Government
of the People's Republic
of Bulgaria :

(Signed) AVRAM SANTO MELAMED