

No. 6809

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**GUATEMALA, EL SALVADOR, HONDURAS,  
NICARAGUA and COSTA RICA**

**Regional Agreement on the Temporary Importation of  
Road Vehicles (with annexes). Signed at San Salvador,  
on 8 November 1956**

*Official text: Spanish.*

*Registered by the Organization of Central American States acting on behalf of  
the Contracting Parties on 10 July 1963.*

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**GUATEMALA, SALVADOR, HONDURAS,  
NICARAGUA et COSTA RICA**

**Accord régional relatif à l'importation temporaire des  
véhicules routiers (avec annexes). Signé à San Salvador,  
le 8 novembre 1956**

*Texte officiel espagnol.*

*Enregistré par l'Organisation des États de l'Amérique centrale agissant au nom des  
Parties contractantes le 10 juillet 1963.*

[TRANSLATION — TRADUCTION]

No. 6809. REGIONAL AGREEMENT<sup>1</sup> BETWEEN GUATEMALA, EL SALVADOR, HONDURAS, NICARAGUA AND COSTA RICA ON THE TEMPORARY IMPORTATION OF ROAD VEHICLES. SIGNED AT SAN SALVADOR, ON 8 NOVEMBER 1956

The Governments of the Central American Republics, wishing to promote the movement of persons and goods through their respective territories and to strengthen ties conducive to a greater and more rapid integration of their economies; and

Convinced of the need to facilitate the movement of vehicles across their frontiers and through their ports and airports to the greatest possible extent and to standardize customs laws and regulations to that end,

Have agreed, through their respective duly authorized plenipotentiaries, to conclude the following Central American Agreement on the temporary importation of road vehicles:

CHAPTER I

GENERAL PROVISIONS

*Article 1*

For the purposes of this Agreement, the term "vehicle" means all road motor vehicle and trailers, together with their component parts and normal accessories and equipment when imported with the vehicle.

*Article 2*

Each of the Contracting States shall grant temporary free admission, without any financial guarantee of the payment of import duties and charges, to vehicles registered in the territory of any of the Contracting States if the said vehicles satisfy the conditions set forth in this Agreement and are brought

<sup>1</sup> In accordance with article 21, the Agreement came into force as between the following States on the respective dates of deposit of their instruments of ratification with the Secretary-General of the Organization of Central American States, as indicated:

Guatemala . . . . .	24 April	1957
El Salvador . . . . .	16 May	1957
Nicaragua . . . . .	3 December	1957

in on a temporary basis by persons resident in one of the Contracting States. Any Contracting State may exclude from the scope of this provision vehicles brought into its territory by persons resident there.

### *Article 3*

1. Any motor vehicle brought into the territory of a Contracting State under the terms of this Agreement shall leave within thirty days unless that State has provided for a longer period of temporary free admission in accordance with its regulations. Otherwise, and save as provided in articles 10 and 12 of this Agreement, payment of the import duties and charges may be required, and such customs penalties as have been incurred may be applied.

2. The Contracting States may require that vehicles imported on a temporary basis shall be covered by an undertaking by the importer to remove the vehicle within the specified period and to comply with all the other conditions under which permission for temporary importation is granted, the said undertaking to be in the form of a customs certificate deposited with the customs authorities of the country of temporary importation.

### *Article 4*

This Agreement shall not cover the importation of fuel, accessories and spare parts which are not part of the normal equipment of vehicles imported on a temporary basis.

## CHAPTER II

### PROVISIONS RELATING TO CUSTOMS CERTIFICATES

### *Article 5*

1. The customs certificates referred to in article 3, paragraph 2, shall be drawn up in conformity with the standard form constituting annex I of this Agreement.

2. The customs authorities of the Contracting States shall provide these certificate forms free of charge to persons who wish to enter the territory of other Contracting States and to prepare their documents before arriving at the customs post or custom-house of the country or countries of destination.

3. The customs authorities may authorize the competent tourist and transport associations to issue the said forms to the persons referred to in the preceding paragraph.

4. Each customs certificate shall be valid for only one country or customs district and only one journey.

#### *Article 6*

The customs certificate shall be issued in the name of the driver of the vehicle imported on a temporary basis.

#### *Article 7*

Spare wheels, tyres and inner tubes and other accessories not considered part of the normal equipment of the vehicle (for example, radios, ordinary trailers, luggage trailers, etc.) shall be declared in the customs certificate and be produced on exit from the country of temporary importation.

#### *Article 8*

After the particulars in the customs certificate have been passed by the customs authorities of the country of importation, they may be altered only with the approval and subject to the requirements of the authorities of that country.

### CHAPTER III

#### CONDITIONS FOR TEMPORARY IMPORTATION

#### *Article 9*

1. Vehicles admitted under the provisions of this Agreement shall leave in the same condition (except for ordinary wear and tear) within the period prescribed by article 3, paragraph 1.

2. If the person who imported the vehicle on a temporary basis leaves the country without having deposited the value of the corresponding duties and charges or posted a bond to the satisfaction of the customs authorities of the country, the said authorities may declare the period of temporary importation of the vehicle terminated.

*Article 10*

The authorities of the country of temporary importation shall not require the re-exportation of vehicles that have been badly damaged as a result of authenticated accidents. Nevertheless, the Contracting States reserve the right not to grant this privilege in the event of fraud.

*Article 11*

Any breach of the provisions of this Agreement or any substitution, false declaration or act having the effect of causing a person to benefit improperly from the system of temporary importation provided for herein shall render the offender liable to the penalties prescribed by the laws of the country in which the offence was committed.

## CHAPTER IV

## EXTENSION OF THE PERIOD OF TEMPORARY FREE ADMISSION

*Article 12*

1. Extensions of time for the re-exportation of vehicles imported on a temporary basis shall be granted if the persons concerned establish to the satisfaction of the customs authorities that they are prevented for reasons of *force majeure* or for some other reason considered valid by those authorities from re-exporting the vehicles within the prescribed period.

2. Requests for extension shall be presented to the competent customs authorities before the expiry of the period of admission unless it is impossible to do so for reasons of *force majeure* or for some other reason found sufficient by those authorities.

## CHAPTER V

## VALIDATION OF CUSTOMS CERTIFICATES

*Article 13*

The visa on the exportation voucher of the customs certificate shall be considered proof of re-exportation of the vehicle.

*Article 14*

1. In the event of the destruction or loss of a customs certificate, the customs authorities of the country of temporary importation shall, at the request of the person importing the vehicle, issue a replacement document.

2. The customs authorities of the Contracting States shall accept as proof of re-exportation the production of the holder's copy of the exportation voucher of the customs certificate, which shall be given to the person concerned when he takes the vehicle out of the country. In the event of the loss or destruction of the holder's copy, the said authorities shall accept as sufficient proof a certificate based on the standard form constituting annex II of this Agreement, such certificate to be issued by a consular authority of the country of temporary importation.

*Article 15*

A right of action to require proof of re-exportation of a vehicle imported on a temporary basis in accordance with this Agreement shall lapse one year from the date of expiry of the importation period.

## CHAPTER VI

## SPECIAL CONDITIONS OF APPLICATION

*Article 16*

1. This Agreement shall also apply to all classes of vehicles engaged in commercial traffic in transit in any of the Contracting States.

2. For the purposes of this article a vehicle shall be considered to be "in transit" in respect of a particular country when it crosses the territory of that country without transferring, taking on or setting down goods or passengers while travelling between a point of departure and a destination both of which are outside the country in question.

3. A vehicle shall also be considered in transit if it is engaged in transport between a seaport or airport of a country and a point outside the territory of that country.

*Article 17*

1. Save as provided in the preceding article, this Agreement shall not apply to vehicles engaged in the regular commercial carriage of passengers

on the basis of international concessions or to vehicles engaged in the regular carriage of goods, these two types of traffic to be governed by special conditions which the Contracting States shall endeavour to standardize.

2. For the purposes of this article, the regular commercial carriage of goods means the transport of goods as a service available to the public between fixed points and in accordance with an itinerary established or dates fixed in advance.

*Article 18*

(Transitional)

Pending the conclusion of a special agreement on the matter, the provisions of this Agreement shall apply provisionally to vehicles engaged in the commercial carriage of passengers or goods on a non-scheduled basis.

*Article 19*

The provisions of this Agreement shall not affect any more liberal practices or agreements that now exist or may in future be adopted in the different States.

*Article 20*

The authorities of the Contracting States shall offer each other the co-operation needed to ensure the most effective application of the provisions of this Agreement.

CHAPTER VII

FINAL PROVISIONS

*Article 21*

This Agreement shall be approved and ratified in conformity with the constitutional provisions of each country and shall enter into force on the date of deposit of the relevant instruments of ratification.

*Article 22*

This Agreement shall remain in force indefinitely but may be terminated by any of the Contracting States subject to six months' notice.

The General Secretariat of the Organization of Central American States shall act as depositary of this Agreement and of the instruments of ratification of the Contracting States. It shall send authentic copies of this Agreement to the Ministries of Foreign Affairs of the Central American States and shall give notice of the deposit of the instruments of ratification.

*Transitional article*

This Agreement shall remain open for accession at any time by the Republic of Panama.

IN WITNESS WHEREOF, the plenipotentiaries of the Central American Governments, having deposited their full powers, found in good and due form, with the Secretary-General of the Organization of Central American States, have signed a single copy of this Regional Agreement, together with its annexes I and II, at the Headquarters of the General Secretariat of the Organization of Central American States, on 8 November 1956.

For Costa Rica :

Jorge MATAMOROS LORÍA

For Nicaragua :

Leonte HERDOCIA, Jr.

For Honduras :

Manuel LUNA MEJÍA

For El Salvador :

Alfredo ORTIZ MANCÍA

For Guatemala :

Angel Arturo RIVERA

In the presence of :

J. Guillermo TRABANINO

Secretary-General of the Organization  
of Central American States



## ANNEX I

## 1. IMPORTATION VOUCHER

This voucher is to be detached at the custom-house of entry and sent to the central customs authority.

## CUSTOMS CERTIFICATE

No. ....  
 .....  
 .....

For .....  
 (Country for which valid)

Valid until .....

Driver .....  
 Normal residence.....  
 or business address ..... (Block letters)  
 Owner .....  
 Normal residence.....  
 or business address .....

For a *Motor Vehicle* driven by internal combustion, electricity, steam; *Trailer*

(Delete words not applicable)

Type (car, bus, lorry, van, tractor, motorcycle with or without side-car, cycle with auxiliary engine)

Registered in ..... under No. ....

Chassis Spare tyres .....  
 Make..... Radios (state make) .....  
 No. .... Other particulars .....  
 .....

Engine  
 Make.....  
 No. ....  
 Number of cylinders .....

Coachwork  
 Type or shape .....  
 Colour .....  
 Upholstery .....  
 Number of seats or carrying capacity .....  
 Estimated value of vehicle.....

<sup>1</sup> The normal residence of the holder may be in the country of temporary importation if that country so permits.

I declare that the particulars are true and correct, that I am normally resident outside the country of importation, that I shall remain in this country only for a temporary period, that I shall comply with all the provisions of the customs regulations regarding the temporary importation of vehicles/trailers and that I shall re-export the vehicle/trailer referred to overleaf within the period of validity of this document.

....., on ..... 19.....  
.....  
(Holder's signature)

Date of importation.....  
At the .....  
..... custom-house  
.....  
Voucher registered under No. ....  
[Customs stamp] .....  
(Customs officer's signature)

2. EXPORTATION VOUCHER

This voucher is to be detached at the custom-house of exit and sent to the central customs authority.

CUSTOMS CERTIFICATE  
No. ....  
.....  
.....

For .....  
(Country for which valid)

Valid until .....

Driver .....  
Normal residence.....  
or business address ..... (Block letters)  
Owner .....  
Normal residence.....  
or business address .....

For a *Motor Vehicle* driven by internal combustion, elec-  
tricity, steam; *Trailer*  
(Delete words not applicable)

Type (car, bus, lorry, van, tractor, motorcycle with or with-  
out side-car, cycle with auxiliary engine)

<sup>1</sup> The normal residence of the holder may be in the country of temporary importation if that country so permits.

Registered in ..... under No. ....

Chassis Spare tyres .....

Make..... Radios (state make) .....

No. .... Other particulars .....

.....

.....

Engine

Make.....

No. ....

Number of cylinders .....

Coachwork

Type or shape .....

Colour .....

Upholstery .....

Number of seats or carrying capacity ..... Estimated value of vehicle.....

.....

This vehicle is imported subject to the holder's obligation to re-export it by the date specified above and to comply with the customs laws and regulations relating to the temporary importation of motor vehicles in the country visited.

.....  
(Holder's signature)

Date of importation..... Date of exportation.....  
At the ..... custom-house At the ..... custom-house

Voucher registered under No. ....

[Customs stamp] .....  
(Customs officer's signature)

[Customs stamp] .....  
(Customs officer's signature)

### 3. EXPORTATION VOUCHER (Holder's copy)

This voucher is to be retained by the holder after being stamped and signed by the custom-houses of entry and exit.

CUSTOMS CERTIFICATE

No. ....  
.....  
.....

For .....  
(Country for which valid)

Valid until .....

Driver .....

Normal residence.....

or business address ..... (Block letters)

Owner .....

Normal residence.....

or business address .....

For a *Motor Vehicle* driven by internal combustion, electricity, steam; *Trailer*

(Delete words not applicable)

Type (car, bus, lorry, van, tractor, motorcycle with or without side-car, cycle with auxiliary engine)

*Registered* in ..... under No. ....

Chassis	Spare tyres .....
Make.....	Radios (state make) .....
No. ....	Other particulars .....
	.....
	.....

Engine

  Make.....

  No. ....

  Number of cylinders .....

Coachwork	
Type or shape .....	
Colour .....	
Upholstery .....	
Number of seats or carrying capacity .....	Estimated value of vehicle.....
	.....

This vehicle is imported subject to the holder's obligation to re-export it by the date specified above and to comply with the customs laws and regulations relating to the temporary importation of motor vehicles in the country visited.

.....  
(Holder's signature)

Date of importation.....	Date of exportation .....
At the ..... custom-house	At the ..... custom-house
Voucher registered under No. ....	

[Customs stamp] .....	[Customs stamp] .....
(Customs officer's signature)	(Customs officer's signature)

<sup>1</sup> The normal residence of the holder may be in the country of temporary importation if that country so permits.

## ANNEX II

STANDARD FORM FOR THE VALIDATION OF CUSTOMS  
CERTIFICATES

(This form must be completed by a consular authority of the country to which the motor vehicle has been granted temporary free admission.)

..... (Name of country)

The undersigned authority .....

certifies that this day ..... 19.....(Date to be given in full)

a vehicle was produced at ..... (Place and country)

by ..... (First name, surname and address)

which was found on examination to be of the following description :

Type of vehicle (car, bus, etc.).....

Registered in ..... under No. ....

## Chassis

Make .....

No. ....

## Engine

Make .....

No. ....

Number of cylinders .....

## Coachwork

Type or shape .....

Colour .....

Upholstery .....

Number of seats or carrying capacity .....

Spare tyres .....

Radio (state make).....

Other particulars .....

Signed at.....

on .....

[STAMP] Signature(s) .....

Official position(s).....