

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF NEW ZEALAND
AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC
OF CHINA

The Government of New Zealand and the Government of the People's Republic of China (hereinafter referred to as the Contracting Parties)

For the purpose of promoting the further development of economic and trade relations between their two countries on the basis of equality and mutual benefit, and

For the purpose of enhancing mutual understanding and friendship between the peoples of the two countries,

Have agreed as follows:

ARTICLE I

Each Contracting Party shall, subject to the laws and regulations in force in its country, facilitate as far as possible imports from and exports to the territory of the other Contracting Party, particularly of the goods enumerated in Schedules A and B annexed to this Agreement.

This Article shall not be construed in such a manner as to limit the exchange of goods between the two countries to the goods enumerated in Schedules A and B annexed to this Agreement. The Schedules to this Agreement may be amended by mutual consent at any time by an exchange of letters between the two Contracting Parties.

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ARTICLE II

The two Contracting Parties agree that the relevant trading bodies and enterprises of their two countries may hold exploratory discussions for long term commodity arrangements and conclude such arrangements in accordance with mutual requirements and possibilities.

ARTICLE III

The exchange of goods and technical services between the two countries shall, subject to the laws and regulations in force in each country, be effected at reasonable international market prices, and shall be carried out between state-owned import and export corporations of the People's Republic of China, and corporations, bodies and persons conducting business in New Zealand (including the agents of such corporations, bodies and persons) in accordance with contracts and agreements.

ARTICLE IV

The two Contracting Parties shall grant each other most favoured nation treatment in the issue of import and export licences and the allocation of foreign exchange connected therewith, as well as in all

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respects concerning customs duties, internal taxes or other charges imposed on or in connection with imported goods, and customs and other related formalities, regulations and procedures.

ARTICLE V

The provisions of Article IV of this Agreement shall not apply to:

- (a) preferences, favours and facilities granted or to be granted by either Contracting Party resulting from the association of either country in a customs union or free trade area, or from other arrangements relating to preferential trade; and such measures as either Contracting Party may possibly take to meet its commitments under international commodity agreements;
- (b) preferences, favours and facilities granted or to be granted by either Contracting Party to neighbouring countries in respect of border trade;
- (c) such measures as either Contracting Party may take to safeguard its national security, or human, animal or plant life or health.

ARTICLE VI

The two Contracting Parties agree that all payments arising from trade between the two countries shall be effected in mutually acceptable and freely convertible currencies in accordance with the foreign exchange controls in force in each country.



ARTICLE VII

Subject to the laws and regulations in force in its country, each Contracting Party shall promote the interchange of trade representatives, groups and delegations between the two countries, shall encourage the commercial exchange of industrial and technical expertise, and shall facilitate the holding of trade exhibitions and other trade promotion activities in its country by organisations of the other in accordance with general customary practice.

ARTICLE VIII

In order to facilitate the implementation of this Agreement, the two Contracting Parties shall establish a joint trade committee consisting of their respective designated representatives.

The Committee shall meet once a year, unless otherwise mutually agreed, alternately in Peking and Wellington. When necessary, special meetings to discuss matters of mutual interest may be arranged through consultations between the two Contracting Parties.

The Committee shall be assigned the task of examining the implementation of this Agreement, exploring measures for the expansion of mutually beneficial trade, improving understanding of the trade and related commercial policies of each country, and seeking solutions to problems which may arise in the course of the development of trade between the two countries.

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ARTICLE IX

The provisions of this Agreement shall not have effect for the Cook Islands, Niue and the Tokelau Islands until the expiration of one month from the date of notification by the Government of New Zealand to the Government of the People's Republic of China that the Agreement shall be applied to those territories.

ARTICLE X

This Agreement shall come into force on the date of signature and shall remain in force for three years. If, six months before the expiration of this Agreement, neither of the Contracting Parties has notified the other in writing of its intention to terminate the Agreement, it shall continue in force until six months after the receipt by one Contracting Party of notice from the other of its intention to terminate this Agreement. Notice of termination shall be transmitted through diplomatic channels.

ARTICLE XI

In the event of termination of this Agreement all unfulfilled obligations arising from the operation of this Agreement shall be fulfilled in accordance with the provisions thereof.

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IN WITNESS WHEREOF, the undersigned, duly authorised
by their respective Governments, have signed this
Agreement.

DONE at *Peking* this *ninth* day
of *October* in the year one thousand
nine hundred and seventy three in two originals in
the Chinese and English languages, both of which
shall be equally authentic.



FOR THE GOVERNMENT OF
NEW ZEALAND



FOR THE GOVERNMENT OF
THE PEOPLE'S REPUBLIC
OF CHINA

SCHEDULE A

CHINESE EXPORT COMMODITIES

Cotton piece goods, various kinds of textiles

Foodstuffs, canned or otherwise preserved

Rice

Tea

Agricultural and animal by-products

Stationery, sporting requisites and other light industrial products

Machinery including machine tools

Hand tools

Measuring, testing and indicating instruments

Minerals, non-ferrous metals and metal products

Chemical products

Works of art and handicrafts



SCHEDULE B

NEW ZEALAND EXPORT COMMODITIES

Live animals

Wool, wool yarns, and manufactures thereof

Dairy products

Hides, skins and furskins

Meat and animal by-products

Seeds

Logs and timber

Paper and pulp

Agricultural chemicals

Minerals, non-ferrous metals and metal products

Machinery

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