## TRADE AGREEMENT

## **BETWEEN**

#### THE GOVERNMENT OF THE SULTANATE OF OMAN

#### AND

#### THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of the Sultanate of Oman and the Government of the Kingdom of Thailand, hereinafter referred to as the "Contracting Parties".

Being desirous to promote friendly relations and to create a basis for trade between their respective countries.

# Have agreed as follows:

#### **ARTICLE 1:**

The Contracting Parties shall endeavor to develop trade relations between them within the framework of the laws and regulations in force in each country.

## **ARTICLE 2:**

The Contracting Parties shall grant each other the Most Favored Nation treatment with respect to customs duties, taxes, and other charges as well as customs formalities in connection with the importation and exportation of goods from one country to the other.

#### **ARTICLE 3:**

The provisions of Article 2 of this Agreement shall not be applied to the concessions, exemptions or privileges which the Contracting Parties grant or shall grant to:

- neighbouring countries in the border trade;
- countries participating with either party in a Customs Union or a Free Trade Area or Monetary Zone or Within the framework of a regional association for economic cooperation already in existence or which might be established in the future.

## **ARTICLE 4:**

In order to further develop trade between their countries, the Contracting Parties shall facilitate to the extent possible each other's participation in trade fairs to be held in either country, and in arranging trade exhibitions of either country in the territory of the other, on terms to be agreed upon by the competent authorities.

#### **ARTICLE 5:**

- 1-Each Contracting Party shall, subject to its laws rules and regulations in force exempt from customs duties or any other fiscal charges the following articles originating in the country of the other Contracting Party:
  - a) Goods and materials for temporary fairs and exhibitions which are not intended for sale.
  - b) Samples for merchandise, fit only to be used as such and of no commercial value.
- 2-Such goods, materials and samples referred to in paragraph 1 of this Article shall not be disposed of in the country into which they are imported and shall not be re-exported from that country unless the prior permission of the competent authorities of that country has been obtained and payment of the appropriate customs duties and taxes, if any, has been made.

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**ARTICLE 6:** 

All payments for goods and services between the countries shall be made in freely convertible currencies, in accordance with the foreign exchange regulations in force in each country.

**ARTICLE 7:** 

In order to achieve the objectives of this Agreement, a Joint Committee consisting of representatives of both countries shall be established and shall meet whenever necessary at the request of either Contracting Party alternately at Muscat and Bangkok.

The Joint Committee shall review the implementation of this Agreement and recommend necessary measures to the Governments of the Contracting Parties.

**ARTICLE 8:** 

At the request of either Contracting Party, the present Agreement may be revised by mutual consent.

Any revision or termination of this Agreement shall be effected without prejudice to any rights or obligations incurred under this Agreement prior to the effective date of such revision or termination.

Article 9:

This agreement is subject to ratification by the two contracting parties in accordance with the laws in force in both countries and shall enter into force on the date of exchange of the instruments of ratification. It shall be valid for a period of three years and shall be automatically renewed every year, unless either Contracting Party has notified the other in writing of its intention to terminate the present Agreement at least three months prior to the date of its expiry. In case of cancellation of the Agreement during the validity for any reasons, any contract(s) approved or entered into during this period shall be completed in accordance with the provisions of this agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE AT MUSCAT ON Monday the 8th day of the month of June 1998, in duplicate in Arabic, Thai and English languages, all texts being equally authentic.

In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT
OF THE SULTANATE OF OMAN
YUSUF BIN ALAWI BIN ABDULLAH
THE MINISTER RESPONSIBLE
FOR FOREIGN AFFAIRS

FOR THE GOVERNMENT
OF THE KINGDOM OF THAILAND
DR. SURIN PITSUWAN
THE MINISTER OF FOREIGN

**AFFAIRS** 

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