

秘魯 *

PERU, REPUBLIC OF*

[中秘 (魯) 國際快捷郵件服務協定]

BILATERAL AGREEMENT BETWEEN THE POSTAL ADMINISTRATIONS
OF PERU AND TAIWAN, REPUBLIC OF CHINA

Signed on May 13 and May 29, 1998
Entered into force on September 1, 1998

ARTICLE N° 1
OBJECT OF AGREEMENT

In accordance with article 57 of the Universal Postal Union Agreement, an exchange of EMS items will take place between Peru and Taiwan, Republic of China.

ARTICLE N° 2
DEFINITION

- 2.1 EMS items will be sent regular intervals (Programmed Service) or irregularly as requested by sender (Not Programmed Service).
- 2.2 Programmed items will be transmitted according to pre-established connections in order to guarantee the delivery in due course.
- 2.3 Items not programmed will be transmitted to the Administration of destiny in faster connections.
- 2.4 EMS will be available in all points established between Peru and Taiwan.
- 2.5 EMS is denominated "EMS" in Peru and EMS/SPEEDPOST in Taiwan, Republic of China.

ARTICLE N° 3
RECIPROCAL SERVICE

Service will be reciprocal between each Postal Administration, providing treatment and fast delivery of EMS items.

ARTICLE N° 4
PROGRAMMED SERVICE

- 4.1 The programmed service can be offered obeying contractual bases to clients that require this service.
- 4.2 An "Establishment" will be sent to the Administration of destiny at least 10 days before the service will begin. This "Establishment" will contain the following information:

- Name and address of the sender and addressee designated.
- License or number of the contract of the addressee.
- The days of deposit.
- Flight number.

ARTICLE N° 5 NOT PROGRAMMED SERVICE

5.1 This service will be offered to the clients with or without a previous contract.

5.2 Previous notification not required.

ARTICLE N° 6 MERCHANDISE GOODS

EMS items may contain merchandises.

ARTICLE N° 7 PROHIBITED GOODS

The prohibitions established in the Universal Postal Union Agreement will be applicable to EMS items.

ARTICLE N° 8 MAXIMUM WEIGHT

Each item will not exceed 30 Kgs.

ARTICLE N° 9 QUESTIONS AND OTHER PETITIONS

9.1 Each Administration will answer all question relatives to EMS items as soon as possible.

9.2 Questions will be accepted only within one year after the date of deposit.

ARTICLE N° 10 UNDELIVERED ITEMS

An item refused by an addressee or any other “undeliverable item” will be returned without charge to the Administration of origin by EMS.

ARTICLE N° 11 MISSENT FORWARDING

- 11.1 The items or dispatches that arrive to an incorrect destiny will be reforwarded directly to its true destiny.
- 11.2 Each Administration will pay the other the reforwarding of items or dispatches.
- 11.3 The origin Administration and the destiny Administrations will be informed by fax about the measures taken.

ARTICLE N° 12 LIABILITIES

Each Administration will decide its own policy of compensation in case of theft, loss, damage, etc. No Administration can claim an indemnity from the other Administration.

ARTICLE N° 13 PACKING

Each item will be packed in a special way so those items sent will be protected and will permit a fast and easy verification.

ARTICLE N° 14 POSTAGE

Each Administration will state their own rates.

ARTICLE N° 15 CUSTOMS CLEARANCE

Each Administration will make the necessary arrangements so that the customs clearance will be done as soon as possible.

ARTICLE N° 16 IMBALANCE RATE

- 16.1 Each Administration will state in case of imbalance, a rate per item.
- 16.2 The Administrations will agree the number of items in excess to which the imbalance rate will be applied.

ARTICLE N° 17 EMS DISPATCHES

- 17.1 EMS items will be identified by the blue and orange bags, separately of other items.
- 17.2 Each bag will have a blue and orange label, separately of other items.
- 17.3 Each bag will have a blue and orange label showing clearly the destination (name of Office of exchange).

ARTICLE N° 18
MODIFICATIONS

The provisions of this Agreement may be modified through an exchange of letters between both Administrations.

ARTICLE N° 19
TEMPORARY SUSPENSION

Each Administration can suspend temporary each service when extraordinary circumstances will appear. The other Administration will be informed of the suspension.

ARTICLE N° 20
APPLICATION OF AGREEMENT

The Universal Postal Union Agreement and its Detailed Regulations will be applied in those cases that are not regulated in this bilateral Agreement.

ARTICLE N° 21
VALIDITY OF BILATERAL AGREEMENT

This Agreement will be in force on the date accepted by each part.

Done in Lima, 13 May 1998

Done in Taipei, 29 May, 1998

[Signed]
ING. VICTOR CABANILLAS VELEZMORO
General Manager of SERPOST S.A.
Peruvian Postal Administration

[Signed]
Chen Chiung-ling
Director General of Posts
Taipei, Taiwan, ROC