

PREFERENTIAL TRADE AGREEMENT
between the Government of the Republic of Uzbekistan
and the Government of the Islamic Republic of Pakistan

Preamble

The Government of the Republic of Uzbekistan and the Government of the Islamic Republic of Pakistan (hereinafter referred to individually as "the Contracting Party" and collectively as "the Contracting Parties"),

RECOGNIZING that the conclusion of the Preferential Trade Agreement between the Contracting Parties being Developing Countries will create a new climate for economic and trade relations,

DESIRING to achieve the liberalization of trade in goods, in conformity with the "Decision of GATT Contracting Parties, on Differential and More Favorable Treatment, Reciprocity and Fuller Participation of Developing Countries of 1979",

BELIEVING that the content of this Agreement would expand gradually and extend to new areas of mutual interests,

CONSIDERING that rights and obligations of the Contracting Parties arising from other bilateral, regional or multilateral agreements shall not be affected by the provisions of this Agreement,

STRESSING the need for the diversification of the tradable goods with a view to fostering further development of their respective economies,

Have agreed as follows:

ARTICLE 1
Objectives

The objective of this Agreement is to strengthen trade relations between Uzbekistan and Pakistan in particular through:

- a) the elimination of tariffs and non-tariff barriers on goods specified in the Annex I-A and Annex 1-B of this Agreement;
- b) the enhancement and promotion of trade through harmonious development of economic relations between the Contracting Parties;
- c) the creation of enabling conditions for fair competition between the Contracting Parties;

d) the creation of more predictable and secure environment for sustainable growth of trade between the Contracting Parties.

ARTICLE 2

Definitions

For the purpose of this Agreement:

"Tariffs" means customs tariffs or customs duties defined in the tariff schedules established under the national legislation in force on the territories of the Contracting Parties. Tariffs do not include anti-dumping and countervailing duties referred to in Article 7 or safeguard measures referred to in Article 8 of this Agreement;

"Non-tariff barriers" means any measure, regulation or practice, other than tariffs, the effect of which is to significantly distort foreign trade between the Contracting Parties or to restrict imports;

"Preferential treatment" means any concession or privilege granted under this Agreement by a Contracting Party through the elimination or reduction of tariffs on the movement of goods, establishment of quotas for preferential import into the customs territory or preferential export of goods from the customs territory of a Contracting Party;

"Serious damage to the economy" - an increase in imports of goods into the customs territory of the Contracting Party, imports of goods at dumped prices or imports of goods secured by subsidies";

"Threat of serious damage to the economy" - evidence that serious damage to the economy is inevitable;

"Goods" means all products within the National Customs tariff framework, including finished, raw and semi-finished products.

ARTICLE 3

General Principles

This Agreement shall be practiced within the principle of reciprocity of advantages for the equal benefit of the Contracting Parties, considering the economic development level, the course of foreign trade and tariff policies of the Contracting Parties.

ARTICLE 4

Trade Relations Governed by Other Agreements

Nothing in this Agreement shall preclude the maintenance or establishment of customs unions, free trade areas, preferential trade agreements, multinational trade agreements or trans-border trade regulations by the Contracting Parties with third parties.

ARTICLE 5
Scope and Coverage

The provisions of this Agreement shall apply to the trade in goods originating in the territories of the Contracting Parties that are specified in Annex I- A and Annex I-B of this Agreement.

ARTICLE 6
Preferential Trade Arrangement

1.The Contracting Parties hereby establish a Preferential Trade Arrangement through this Agreement, in accordance with the provisions of Annex I-A, Annex I-B and Annex H.

2.In the implementation of this Agreement, the Contracting Parties shall pay due regard to the principle of reciprocity.

3.The Contracting Parties shall work together to minimize non-tariff barriers and measures by mutual recognition of standards and easing procedural requirements for goods specified in Annex I-A and Annex I-B of this Agreement, to provide greater market access to each other.

4.From the date of entry into force of this Agreement no new non-tariff barriers or measures having equivalent effect shall be introduced in trade of goods specified in Annex I-A and Annex I-B of this Agreement between the Contracting Parties.

5.From the date of entry into force of this Agreement, no new tariffs or charges having equivalent effect shall be introduced in trade of goods specified in Annex I-A and Annex I-B of this Agreement between the Contracting Parties.

6.The Contracting Parties shall consider further liberalization of their bilateral trade through consultations within meetings of the Joint Committee.

ARTICLE 7
Rules of Origin

The Contracting Parties agreed to apply the Rules of Origin in bilateral trade of goods specified in Annex I-A and Annex 1-B of this Agreement.

Goods covered by the provisions of this Agreement shall be eligible for preferential treatment provided that they satisfy the Rules of Origin as set out in Annex II to this Agreement.

In case there is a need to amend the Rules of Origin laid down in Annex II, the Joint Committee shall decide on the amendments according to procedures in Article 15 of this Agreement.

ARTICLE 8
Antidumping and Countervailing Measures

1. In order to counter injury caused by dumping or subsidy, the Contracting Parties shall have the right to take anti-dumping and countervailing measures in accordance with their national legislations.

2. After receipt of a properly documented application made by the domestic industry and before the initiation of an anti-dumping investigation the authorities of the importing Contracting Party shall notify the authorities of exporting Contracting Party in a reasonable time.

3. As soon as an investigation has been initiated the authorities of the importing Contracting Party shall provide the non-confidential text of the written application received to the known exporters and to the authorities of the exporting Contracting Party.

4. Interested parties receiving questionnaires used in investigation shall be given at least 30 days for reply. Due consideration should be given to any request for an extension of the 30 days period and, upon cause shown, such an extension should be granted whenever practicable.

ARTICLE 9
Safeguard Measures

1. Without prejudice to the rights and obligations of the Contracting Parties with regard to safeguard measures imposed in compliance with their national legislations, if, as a result of the elimination of a tariff under this Agreement, originating goods of the Contracting Party are being imported into the territory of the other Contracting Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to cause or threaten to cause serious injury to a domestic industry producing like or directly competitive goods, the importing Contracting Party, in prior consultations with the other Contracting Party in accordance with Article 13 of this Agreement, may adopt safeguard measures.

2. Before applying safeguard measures, the Contracting Party intending to apply such measure shall supply the other Contracting Party with all the relevant information required for a thorough examination of the situation with a view to seeking an acceptable solution to both of the Contracting Parties. In order to find such a solution, the Contracting Parties shall immediately hold consultations. If, as a result of the consultations, the Contracting Parties do not reach an agreement within 30 days, the complaining Contracting Party may apply safeguard measures.

ARTICLE 10
Global Safeguard Measures

None of the provisions in this Agreement prevent both Contracting Parties from taking safeguard measures in accordance with Article XIX of GATT 1994 and the WTO Agreement on Safeguard Measures.

ARTICLE 11
Balance of Payments measures

Where either Contracting Party is in a serious balance of payments difficulties, or under threat thereof, the Contracting Party concerned may, in accordance with the conditions laid down within the Articles VIII and XIV of the Articles of Agreement of International Monetary Fund, adopt restrictive measures, which shall be of limited duration and may not go beyond what is necessary to remedy the balance of payments situation. The Contracting Party concerned shall inform the other Contracting Party forthwith of their introduction and present to the other Contracting Party, as soon as possible a time schedule of their removal.

ARTICLE 12
General Exceptions

Subject to the condition that such measures are not applied in a manner so as to constitute arbitrary or unjustifiable discrimination or a disguised restriction on a trade between the Contracting Parties, nothing in this Agreement shall preclude prohibitions or restrictions on imports, exports or goods in transit justified on grounds of public morality, religious values, national security, the protection of human, animal and plant life and health, the protection of national treasures possessing artistic, historic or archeological value, the protection of exhaustible natural resources and genetic reserves, the regulations concerning gold or silver and the regulations concerning the exports of these products, the price of which are held below the world price as part of a government stabilization plan.

ARTICLE 13
Security Exceptions

Nothing in this Agreement shall prevent a Contracting Party from taking any measures, which it considers necessary for security requirements:

- a. to prevent the disclosure of confidential information contrary to its essential security interests;
- b. for the protection of its essential security interests or for the implementation of international obligations or national policies such as:

- (i) relating to the traffic in arms and ammunition; or**
- (ii) relating to the non-proliferation of biological and chemical and nuclear weapons, or other nuclear explosive devices.**

ARTICLE 14
Exchange of Information

On the request of the other Contracting Party, each Contracting Party shall provide information and reply to any question from the other Contracting Party within a period of 30 days, relating to an actual or proposed measure that might affect the operation of this Agreement.

Each Contracting Party shall ensure that its laws and regulations relating to any trade matter covered by this Agreement are published or made publicly available.

ARTICLE 15
Joint Committee

1. A Joint Committee, composed of the representatives of each Contracting Party is hereby established. The Joint Committee shall meet once a year to review the progress achieved in the implementation of this Agreement. Any Contracting Party may also request holding an extraordinary meeting by notifying the other Contracting Party.

2. The Joint Committee shall undertake any function assigned to it under the provisions of this Agreement. Upon request of a Contracting Party and subject to approval of the other Contracting Party, the Joint Committee shall also examine any other matter affecting the implementation of this Agreement.

3. The Joint Committee may take decisions in the matters related to this Agreement, including decisions on any amendment to this Agreement. The Joint Committee may also make recommendations to matters related to this Agreement.

4. The decisions taken by the Joint Committee on any amendment to this Agreement shall be subject to the completion of the respective internal procedures of the Contracting Parties in accordance with Article 17 and Article 18 of this Agreement.

5. Decisions of the Joint Committee shall be taken by consensus.

The Joint Committee shall set out its rules of procedures during its first meeting.

6. The Joint Committee may also establish any other sub-committees or working groups, as it deems necessary.

ARTICLE 16
Consultations and Dispute Settlement

1. Each Contracting Party shall accord sympathetic consideration and shall afford adequate opportunity for consultations with respect to any matter affecting the operation of this Agreement.

2. Any disputes arising from the interpretation and or application of the Agreement shall first be settled amicably through bilateral consultations by the Joint Committee.

ARTICLE 17
Amendments and Review

1. The Contracting Parties may amend, develop and add the provisions to this Agreement through mutual consent, taking into account the experience gained in its application. Therefore, either Contracting Party may put forward suggestions for the purpose of promoting further liberalization of bilateral trade.

2. By mutual consent of Contracting Parties, this Agreement may be amended and supplemented by separate protocols, which shall be its integral part and come into force in the manner provided for in Article 15 of this Agreement.

ARTICLE 18
Duration, Termination and Entry into force

1. The Contracting Parties shall notify each other in writing of completion of their internal legal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force thirty (30) days after the date of receipt of the later notification.

2. This Agreement shall remain in force for the period of five (5) years, either Contracting Party may give notice of termination of this Agreement not less than one year before it is due to expire.

3. Failing such notice this Agreement shall be automatically extended for further periods of five (5) years unless either Contracting Party notifies the other Contracting Party in writing six (6) months in advance of its intention to terminate this Agreement.

Done at Islamabad on 3 March 2022 in two originals, each in Uzbek and English languages, all texts being equally authentic.

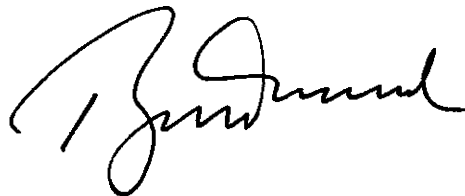
In case of differences of interpretation of the provisions of this Agreement, the English texts shall prevail.

**For the Government
of the Republic of Uzbekistan**



**Sardor Umurza
Deputy Prime-Minister,
Minister of Investments
and Foreign Trade**

**For the Government of the
Islamic Republic of Pakistan**



**Abdul Razak Dawood
Adviser to the Prime Minister
on Commerce and Investment**

Annex I-A

List of goods originating in the territory of the Republic of Uzbekistan and destined for the territory of the Islamic Republic of Pakistan

No	HS Code	Description	Tariff reduction %	Customs Duty (CD)%	Additional Customs Duty (ACD)%	Regulatory Duty (RD)%	Margin of Preference %	Revised duty rate %
1	071331	Dried, shelled beans of species "Vigna mungo [L.] Hepper or Vigna radiata [L.] Wilczek", whether or not skinned or split	100 % decrease	3	2	-*	5	0
2	071339	Dried, shelled beans "Vigna and Phaseolus", whether or not skinned or split (excluding beans of species "Vigna mungo [L.] Hepper or Vigna radiata [L.] Wilczek", small red "Adzuki" beans, kidney beans, Bambara beans and cow peas)	100% decrease	3	2	-*	5	0
3	081310	Dried apricots	100% decrease in CD and ACD	20	7	-*	27	0
4	120242	Groundnuts, shelled, whether or not broken (excluding seed for sowing, roasted or otherwise cooked)	100% decrease in CD	11	2	20	11	22
5	170490	Sugar confectionery not containing cocoa, incl. white chocolate (excluding chewing gum)	50% decrease in CD and 100% decrease in ACD and 25% decrease in RD	20	6	40	26	40
6	180690	Chocolate and other preparations containing cocoa, in containers or immediate packings of <= 2 kg (excluding in blocks, slabs or bars and cocoa powder)	50% decrease in CD and 100% decrease in ACD	20	6	10	16	20
7	200819	Nuts and other seeds, incl. mixtures, prepared or preserved (excluding prepared or preserved with vinegar, preserved with sugar but not laid in syrup, jams, fruit jellies, marmalades, fruit purée and pastes, obtained by cooking, and groundnuts)	100% decrease in CD and ACD	16	4	20	20	20
8	740811	Wire of refined copper, with a maximum cross-sectional dimension of > 6 mm	100% decrease in CD and ACD	11	2	-*	13	0
9	740819	Wire of refined copper, with a maximum cross-sectional dimension of <= 6 mm	50% decrease in CD	11	2	-*	5.5	7.5
10	841510	Window or wall air conditioning machines, self-contained or "split-system"	20% decrease in CD	20	6	5% for "in CKD/SKD Condition", & 20% for "Other"	4	27% for "in CKD/SKD Condition", & 42% for "Other"
11	841810	Combined refrigerator-freezers, with separate external doors	20% decrease in CD	20	6	5% on CKD, 20% on Other	4	27% for "in CKD/SKD Condition", & 42% for "Other"

№	HS Code	Description	Tariff reduction %	Customs Duty (CD)%	Additional Customs Duty (ACD)%	Regulatory Duty (RD)%	Margin of Preference %	Revised duty rate %
12	850423	Liquid dielectric transformers, having a power handling capacity > 10.000 kVA	25% decrease in CD	20	6	-*	5	21
13	850450	Inductors (excluding inductors for discharge lamps or tubes)	100% decrease	20	6	-*	26	0
14	852872	Reception apparatus for television, colour, whether or not incorporating radio-broadcast receivers or sound or video recording or reproducing apparatus, designed to incorporate a video display or screen	25% decrease in CD	20	6	15	5	36
15	853710	Boards, cabinets and similar combinations of apparatus for electric control or the distribution of electricity, for a voltage <= 1.000 V	20% decrease in CD	30	6	-*	6	30
16	853720	Boards, cabinets and similar combinations of apparatus for electric control or the distribution of electricity, for a voltage > 1.000 V	100% decrease	20	6	-*	26	0
17	854449	Electric conductors, for a voltage <= 1.000 V, insulated, not fitted with connectors, n.e.s.	50% decrease in CD and 100% decrease in ACD	17	5	20% for Telephone Cables, & 10% for "Multi core, flexible, flat type copper, insulated" & "others"	13.5	28,5% for Telephone Cables, & 18,5% for "Multi core, flexible, flat type copper, insulated" & "others"

Annex I-B

List of goods originating in the territory of the Islamic Republic of Pakistan and destined for the territory of the Republic of Uzbekistan

№	HS Code	Product Description	Tariff reduction %	Customs Duty (CD) rate %	Margin of Preference %	Revised duty rate %
1	080390	Fresh or dried bananas (excluding plantains)	20% decrease in CD	20, but not less than USD 0.20 / kg	4	16, but not less than USD 0.16 / kg
2	080529	Fresh or dried wilkings and similar citrus hybrids	20% decrease in CD	20, but not less than USD 0.20 / kg	4	16, but not less than USD 0.16 / kg
3	110812	Maize starch	100% decrease in CD	5	5	0
4	190531	Sweet biscuits	20% decrease in CD	20, but not less than USD 0.30 / kg	4	16, but not less than USD 0.24 / kg
5	190590	Bread, pastry, cakes, biscuits and other bakers' wares, whether or not containing cocoa; communion wafers, empty cachets of a kind suitable for pharmaceutical use, sealing wafers, rice paper and similar products (excluding crispbread, gingerbread and the like, sweet biscuits, waffles, wafers not mentioned, rusks, toasted bread and similar toasted products)	30% decrease in CD	20, but not less than USD 0.30 / kg	6	14, but not less than USD 0.21 / kg
6	240120	Tobacco, partly or wholly stemmed or stripped, otherwise unmanufactured	20% decrease in CD	5	1	4
7	252329	Portland cement (excluding white, whether or not artificially coloured)	100% decrease in CD	30	30	0
8	320810	Paints and varnishes, incl. enamels and lacquers, based on polyesters, dispersed or dissolved in a non-aqueous medium; solutions based on polyesters in volatile organic solvents, containing > 50% solvent by weight	20% decrease in CD	10	2	8

9	320910	Paints and varnishes, incl. enamels and lacquers, based on acrylic or vinyl polymers, dispersed or dissolved in an aqueous medium	20% decrease in CD	10	2	8
10	382499	Chemical products and preparations of the chemical or allied industries, incl. those consisting of mixtures of natural products, n.e.s.	20% decrease in CD	30	6	24
11	392020	Plates, sheets, film, foil and strip, of non-cellular polymers of ethylene, not reinforced, laminated, supported or similarly combined with other materials, without backing, unworked or merely surface-worked or merely cut into squares or rectangles (excluding self-adhesive products, and floor, wall and ceiling coverings of heading 3918)	20% decrease in CD	10	2	8

No	HS Code	Product Description	Tariff reduction %	Customs Duty (CD) rate %	Margin of Preference %	Revised duty rate %
12	392062	Plates, sheets, film, foil and strip, of non-cellular poly"ethylene terephthalate", not reinforced, laminated, supported or similarly combined with other materials, without backing, unworked or merely surface-worked or merely cut into squares or rectangles (excluding those of poly"methyl methacrylate", self-adhesive products, and floor, wall and ceiling coverings of heading 3918)	100% decrease in CD	10	10	0
13	700529	Float glass and surface ground and polished glass, in sheets, but not otherwise worked (excluding wired glass or glass coloured throughout the mass "body tinted", opacified, flashed or merely surface ground, or glass having an absorbent, reflecting or non-reflecting layer)	20% decrease in CD	10	2	8
14	701090	Carboys, bottles, flasks, jars, pots, phials and other containers, of glass, of a kind used for the commercial conveyance or packing of goods, and preserving jars, of glass (excluding ampoules, glass inners for containers, with vacuum insulation, perfume atomizers, flasks, bottles etc. for atomizers)	100% decrease in CD	10	10	0
15	730690	Tubes, pipes and hollow profiles "e.g., open seam, riveted or similarly closed", of iron or steel (excluding of cast iron, seamless or welded tubes and pipes and tubes and pipes having internal and external circular crosssections and an external diameter of > 406,4 mm)	100% decrease in CD	5	5	0
16	820559	Hand tools, incl. glaziers' diamonds, of base metal, n.e.s.	20% decrease in CD	10	2	8
17	851712	Telephones for cellular networks "mobile telephones" or for other wireless networks	20% decrease in CD	5	1	4